

**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**

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TO PROVIDE CORRECTIONAL HEALTH CARE SERVICES  
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**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

157 management experience in the State of Delaware. DDOC is seeking a single or multiple  
158 vendors to provide the following services:

- 159 • Medical Services
- 160 • Nursing Services
- 161 • Dental Services
- 162 • Pharmacy Management Services
- 163 • Specialty Consultation
- 164 • Woman’s Health Care Services
- 165 • Utilization Review Services
- 166 • In-patient Hospital Services

167  
168 2. Vendors are to bid on all services required under this RFP. In addition, the Vendors are  
169 encouraged to offer different pricing methodologies to include full risk by the Vendor for  
170 cost as well as any other method in which the DDOC would share in the risk of cost. Both  
171 must be presented with full disclosure of the cost as well as profit margins for the Vendor.  
172

173 3. While this RFP covers all services, typically called comprehensive services, including all  
174 clinical care delivery and delivery system management for both on-site and off-site services,  
175 Vendors must be experienced in all portions of the comprehensive care to submit bids.  
176

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

- 191 • Approximately 21,000 offenders, of which 500 are juvenile offenders, are  
192 admitted for incarceration and 21,000 released each year.
- 193 • 60% are sentenced to serve more than one year.
- 194 • 10% are sentenced to less than one year.
- 195 • 30% are offenders in detention status.
- 196 • Prison is for those serving one or more years.
- 197 • Jail is for those serving less than a year or for those being detained, may be longer  
198 on average.
- 199 • The average length of stay for the detention population is 30 days.
- 200 • The average length of stay for the jailed population is 54 days.
- 201 • The average length of stay for the prison population is 20.7 months.

202

203 5. The DDOC’s responsibility for providing offender health care stems from the United States  
204 and State of Delaware Constitutions, along with certain applicable statutory and common  
205 law requirements. It is further codified in Delaware State law (29 Del. C. §6536) wherein an  
206 offender eligible to receive health care services is defined as a person under the control and  
207 custody of the DDOC, incarcerated or housed within any DDOC facility, or on an institutional  
208 count including any offender hospitalized in a community hospital, Forensic Unit (Mitchell  
209 Building) of the Delaware Psychiatric Center, or other health care institution outside a DDOC  
210 facility. The Vendor correctional health care system must clearly focus on providing  
211 offenders with access to care to meet their serious medical and dental needs, on-site  
212 whenever possible, and through a coordinated network of on-site and off-site community  
213 resources at the best, most efficient cost, when necessary.

214

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

218

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

224

## 225 **B. GENERAL REQUIREMENTS:**

### 226 1. Summary of Service Provision

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

237

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

242

### 243 2. Categorized Pricing Information Required

244 a. Vendors are required to provide individualized pricing information specific to  
245 each of the following areas:

246

- Medical Services

247

- Nursing Services

248

- Dental Services

- 249 • Pharmacy Management Services
- 250 • Specialty Consultation
- 251 • Woman’s Health Care Services
- 252 • Utilization Review Services
- 253 • In-patient Hospital Services

254  
 255 b. Proposals must contain both an aggregated price quote for all services and  
 256 specific price information for each of the service categories. Failure to provide both  
 257 types of pricing will cause the proposal to be deemed non-responsive.

258  
 259 3. Summary of Service Provision Time Requirements

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

- 263 • Receiving and Booking Intake Screening within 2 hours of offender arrival
- 264 for all facilities, using the Delaware Automated Correction System (“DACS”)
- 265 Intake module;
- 266 • Tuberculosis screening will be administered to offenders in Receiving at all
- 267 facilities;
- 268 • Transfer screenings out of or into any DDOC facility immediately;
- 269 • Health Assessment within 7 days of admission to any DDOC facility, or
- 270 immediately if indicated;
- 271 • Mental Health Assessment with the Intake screening, and an immediate
- 272 Mental Health referral immediately if necessary, within 24 hours of Intake;
- 273 • Dental Examination to be performed within 90 days of admission for
- 274 detentioners (ACA standard 1-HC-1A-17) and pre-sentenced offenders and
- 275 within 30 days for sentenced offenders (NCCHC standard P-E-06);
- 276 • Sick Call triage 7 days per week, and Sick Call appointments for all facilities
- 277 for urgent or emergent care available 7 days per week and 5 days per week
- 278 for all facilities for non-urgent and/or non-emergent care;
- 279 • 24/7 infirmary care every day at all facilities with infirmary operations;
- 280 • 24 hour emergency response every day at all facilities (on-site or off-site);
- 281 • Pregnancy testing for all female offenders upon initial Intake; and
- 282 • Intake Screening Point of Care 12-Panel CLIA-waived Drug Screening for all
- 283 offenders.

284  
 285 b. The Vendor is also responsible for providing the following services as defined in  
 286 the NCCHC and ACA Standards and DDOC Policies outlined in the Scope of Work  
 287 Overview and further described throughout the RFP:

- |     |                              |     |                               |
|-----|------------------------------|-----|-------------------------------|
| 288 | • Receiving Screening and TB | 295 | • Dental Services             |
| 289 | testing                      | 296 | • Re-admitted Dental services |
| 290 | • Facility/Offender Transfer | 297 | • Optometry and Auditory      |
| 291 | Screening                    | 298 | Services                      |
| 292 | • Health Assessments         | 299 | • Dietary Consultation        |
| 293 | • Re-admitted Health         | 300 | • Non-emergency Sick Call     |
| 294 | Assessments                  |     |                               |

|     |                                 |     |                                   |
|-----|---------------------------------|-----|-----------------------------------|
| 301 | • Chronic and Convalescent      | 319 | • Health Education                |
| 302 | Care                            | 320 | • Discharge Planning              |
| 303 | • Infirmery Care                | 321 | • Medical audit meetings and      |
| 304 | • Emergency Care                | 322 | Review                            |
| 305 | • Pharmacy Management           | 323 | • Off-site hospital diagnostic    |
| 306 | Services                        | 324 | testing and treatment             |
| 307 | • Woman’s Health Care           | 325 | services                          |
| 308 | • Annual Exams                  | 326 | • Hospice Care                    |
| 309 | • Suicide Prevention            | 327 | • Health care orientation,        |
| 310 | • Medical Records               | 328 | ongoing training programs to      |
| 311 | Management                      | 329 | accomplish services               |
| 312 | • Acute Care                    | 330 | • Credentialing                   |
| 313 | • Medication Administration     | 331 | • Grievance Administration        |
| 314 | • Boot Camp Physicals           | 332 | • Compliance & Quality Activity   |
| 315 | • Specialty Care – Dialysis,    | 333 | • Laboratory Services             |
| 316 | • HIV/AIDS, Hepatitis A, B or C | 334 | • Equipment & Supplies            |
| 317 | and all communicable            | 335 | • Additional services as outlined |
| 318 | diseases.                       |     |                                   |

336

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

342

343 4. Provisions of a Constitutional System for Offender Health Care

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

347

348 i. A Communications and Sick Call System

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

361

362 ii. Personnel

- 363 • The system must have adequate Leadership and Professional staffing. This must
- 364 be outlined in a staffing plan, but not only by plan, but in reality; (See Appendix G,
- 365 Vendor Staffing Requirements). The staffing plan, with individual names of staff

366 must be sent to BCHS on a monthly basis prior to the beginning of the month and  
367 any changes to the staffing document must be approved by BCHS.

- 368 • A key to Constitutional Care for Offenders provided by Vendors, in addition to  
369 establishing processes that meet NCCHC, ACA and other generally accepted  
370 professional standards, is the staffing of the health care delivery system with  
371 sufficient and qualified management, medical and nursing personnel.
- 372 • Staffing levels must be specific to the position, i.e. if the staffing position  
373 document calls for a Registered Nurse, a Licensed Practical Nurse may not be  
374 substituted; if the position document calls for a physician, a physician extender,  
375 (Advanced Nurse Practitioner or Physician Assistant) may not be substituted. For  
376 purposes of the staffing position document an Advanced Nurse Practitioner and a  
377 Physician Assistant are considered equivalent.
- 378 • Adequate staffing must be supported by adequate resources, e.g. locum tenens;  
379 necessary to deliver the care and any prolonged gaps in staffing will require a  
380 contract Management Fee price adjustment;
- 381 • All institutions must have dedicated on-site staff; moving staff among facilities is  
382 disruptive to the operations and must be avoided.

383  
384 iii. Contracting-Out (Sub-contracting)

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

388  
389 iv. Medical Records

- 390 • The Vendor will be responsible for maintaining the DDOC unified medical and  
391 mental health record established per DDOC policy H-01, Health Record Format &  
392 Contents in coordination with all other Vendors;
- 393 • At a minimum, records must be kept separately for each offender and include a  
394 medical history and problem list; notations of offender complaints; treatment  
395 progress notes; laboratory, x-ray, and specialists' findings, etc.;
- 396 • Proper medical records not only promote continuity of care and protect the health  
397 and safety of the offender population but also provide correctional administrators  
398 with evidence of the course of treatment when individual offenders bring liability  
399 suit in court asserting that care was not provided;
- 400 • The Vendor must provide appropriate and adequate medical records staff;
- 401 • Each Vendor must coordinate with the EMR Vendor to ensure conversion and  
402 maintenance of the paper record to an electronic record.
- 403 • The Vendor is responsible for maintaining the offender records to be in  
404 compliance with all federal and state laws, policies and regulations including but not  
405 limited to 11 Del. C. §4322.

406  
407 v. Outside Consultation Care

- 408 • Offenders requiring a specialist evaluation, a diagnostic test, or specialist care that  
409 is not available in the DDOC facility, must be provided timely access to these  
410 services in the local medical community; therefore, a system must be in place to  
411 schedule, facilitate off-site appointments and coordinate the offender movement  
412 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;

461 • Clinical staff will participate in the peer review program administered by the local  
462 facility and monitored by BCHS. The Vendor will participate in ensuring that clinical  
463 staff move forward on any corrective action plan developed to correct deficiencies  
464 identified by the peer review process, random or scheduled audits or other  
465 processes. Medical Providers will receive privileges to practice in the DDOC  
466 healthcare system based on credentialing and maintenance of performance as  
467 judged by the peer review system. Providers may have privileges revoked at any  
468 time due to failure to correct performance deficiencies identified through peer  
469 review or other means or because of egregious breaches of conduct or clinical  
470 performance as judged by BCHS, Wardens or their designees.  
471

#### 472 5. Special Accommodation Populations

473 The DDOC has responsibility for a number of offenders who need special accommodations;

- 474 • Disabled Offenders
- 475 • Elderly Offenders
- 476 • Juvenile Offenders
- 477 • Chronically Ill Offenders
- 478 • Mentally Ill Offenders
- 479 • Offenders in a Diagnostic or Therapeutic “Pipeline”
- 480 • HIV/AIDS Screening, Testing and Treatment

#### 481 6. Emergency Services and Maintenance of Automatic Electronic Defibrillators

482 a. Each Vendor is responsible for assuring adequate response to medical emergencies consistent  
483 with NCCHC/ACA Standards and DDOC policy.

484 b. The Vendor staff must be trained, will use, maintain and inspect the DDOC’s Automatic  
485 Electronic Defibrillators (AEDs) in each institution according to DDOC policy. The Vendor will  
486 provide appropriate training in AED use and CPR training to all of their employees and  
487 subcontractors. All professional staff must be certified on the use of AEDs as well as CPR.  
488

#### 489 7. Suicide Prevention

490 Each Vendor will ensure the DDOC BCHS suicide prevention procedures are followed by all  
491 health care staff. The Vendor’s suicide prevention policy, procedures, and practices shall be  
492 consistent with DDOC Policy G-05, Suicide Prevention, Policies and Procedures. The Vendor  
493 awarded the contract for mental health services shall provide all mental health related training,  
494 to include suicide prevention for the medical services vendor and CEIT/BOTC cadets, in  
495 accordance with DDOC policy.  
496

#### 497 8. Standards of Care

498 a. DDOC recognizes that standards of care are dynamic, constantly evolving, and not readily  
499 defined by a single authority. Therefore, for the purposes of this RFP, the currently accepted  
500 standards of care are defined by the multiple sources in the following list. If a Vendor uses  
501 standards different from those in the following list, they must be highlighted in the Vendor’s  
502 response along with the reasons for using the standards. In addition, they must be approved by  
503 the Medical Director and Bureau Chief prior to use by the Vendor. The Vendor shall ensure that  
504

509 a physician be designated as the Regional Medical Director and shall ensure that the site  
510 medical staff follow recognized standards of care and make decisions based on the clinical  
511 protocols established by the Vendor and accepted by the DDOC Medical Director and Bureau  
512 Chief. The DDOC Medical Director and Bureau Chief must approve any change in the use of  
513 standards during the course of the contract resulting from this solicitation.

514  
515 b. DDOC also recognizes that all clinical situations may not be covered in existing standards, and,  
516 in such cases, the proper course of action must be determined in conjunction with the DDOC  
517 BCHS.

518  
519 c. This list of professional regulations and guidelines is intended to be indicative of the generally  
520 accepted professional standard of care and, therefore, is not all-inclusive:

- 521
- 522 • DDOC Health Care Policies;
  - 523 • ACA Standards
  - 524 • NCCHC Standards
  - 525 • Delaware Division of Public Health regarding communicable disease management;
  - 526 • Vendor Policies, Procedures, Guidelines and Protocols accepted by DDOC;
  - 527 • Centers for Disease Control Protocols and Guidelines as determined applicable by the  
528 DDOC;
  - 529 • Federal OSHA Guidelines;
  - 530 • US Public Health Service Task Force on Preventive Guidelines;
  - 531 • Other DDOC recognized authorities such as the Federal Bureau of Prisons, American  
532 Diabetes Association, American Medical Association, the National Commission on  
533 Correctional Health Care, American Correctional Association, and other nationally  
534 recognized professional health care organizations.
- 535

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

## 542 543 9. Research

544  
545 No research projects involving offenders (other than projects requiring limited de-identified  
546 information from records compiled in the ordinary delivery of services) will be conducted  
547 without the prior written consent of the Commissioner of Correction. The conditions under  
548 which the research will be conducted will be governed by written guidelines mutually agreeable  
549 to by the vendor and the DDOC. In every case, the written informed consent of each offender  
550 who is a subject of the research project will be obtained prior to the offender's participation. All  
551 Federal and State regulations applicable to such research will be fully and strictly followed,  
552 including but not limited to HIPAA regulations and Federal Office of Human Resource  
553 Protections. Research must be approved by a Human Subjects Review Board and approved by  
554 the Bureau Chief.

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## 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."

605  
606 d. Suicide Prevention – Vendor will ensure that each new employee receives the required  
607 suicide prevention training and follow-up annual training. This training is approved by the DDOC  
608 and provided by the Mental Health Vendor.

609  
610 d. The Vendor will provide written documentation of orientation completion to the DDOC within  
611 30 days of completion. The Vendor will maintain and submit to the BCHS and site Warden, a  
612 comprehensive list of Vendor and DDOC personnel trained, the subject of each training, dates,  
613 and status of required retraining/updating.

614  
615 e. Cybersecurity Training – All Vendor employees who access DDOC computer systems or have  
616 responsibilities set forth in this proposal must receive initial Cybersecurity training before  
617 beginning work and annually thereafter.

## 618 12. Medical Administrative Committee (MAC) Meetings

619  
620  
621 a. Medical Administrative Committee (MAC) meetings will be held at least monthly with all  
622 Vendors, Wardens (or designated representative) of each institution and the BCHS, as required  
623 by the NCCHC and ACA Standards. The meetings are intended to provide organized and  
624 consistent communication between site administrative staff and medical personnel on issues  
625 and/or concerns. A separate meeting will be held for each level 5 and level 4 facilities.

626  
627 b. The Vendor is responsible for coordinating the schedule with the site and the BCHS. The  
628 Vendor will also be responsible for submitting all documentation and developing a standardized  
629 agenda with the discussions for review at the meeting. The Vendor will maintain standardized  
630 minutes of the discussions and the BCHS liaison will complete a summary, based on the  
631 documentation presented, detailing the discussions. The Vendor will conduct these monthly  
632 meetings and will notify all attendees of any changes in the schedule and/or location.

## 633 13. Infectious & Hazardous Waste Disposal

634  
635  
636 a. The Vendor will provide all appropriate disposal systems for hazardous waste, including  
637 needles, syringes, and other materials used in offender treatment. The Vendor will take  
638 appropriate measures to ensure that only infectious waste is deposited in the designated  
639 contaminated waste containers. Air filters used in air re-circulating and air conditioning units,  
640 which are removed and replaced by the DDOC's maintenance staff and considered to contain  
641 harmful pathogens, will be disposed of with other infectious waste by the Vendor. The Vendor  
642 shall coordinate with the DDOC's maintenance staff on the proper disposal of the filters.

643  
644 b. The Vendor is responsible for developing a hazardous waste plan, describing the collection,  
645 storage, removal by a BCHS approved transporter to haul infectious waste and obtaining the  
646 appropriate documentation of the hazardous waste receipt by the transporter.

## 647 14. Inspections

648  
649  
650 As required by the DDOC, ACA, NCCHC Standards, and the Delaware Division of Public Health,  
651 the Vendor is to conduct safety and sanitary inspections. The Vendor's managers are to conduct  
652 formal inspections of all areas at least monthly, with follow-up inspections to ensure corrective

653 action has been taken. Written reports are required, with copies sent to the site's Warden's  
654 Office. A record of these findings is to be included as an agenda item at the monthly Medical  
655 Administrative Committee (MAC) Meeting.

656  
657 15. Transportation

658  
659 The Vendor will arrange and pay for the use of any emergency medical vehicle, such as  
660 ambulances and medically equipped helicopters, as necessary and appropriate for emergency  
661 transportation. The expenses for these services will be included and calculated within the  
662 limitations for Catastrophic Care. No offender will be transported or removed from the State of  
663 Delaware without prior permission from the Commissioner of Correction.

664  
665 16. Disaster Plan

666  
667 The Vendor will provide a site specific disaster plan, to the BCHS and each site's Warden and/or  
668 designee, within 30 days from starting work. The plan will be coordinated with the facilities'  
669 security plan and incorporated into the overall emergency plan and made known to all  
670 personnel. The plan must incorporate the ability to perform necessary emergency medical  
671 procedures, up to and including intubations and/or emergency airway management. The plan  
672 must account for extraordinary demands upon staff such as the possible recall of staff, safety,  
673 and security of offender and staff areas, use of emergency equipment and supplies,  
674 establishment of triage areas and procedures, evacuation procedures, and stocking of  
675 emergency supplies and equipment. Review of the health aspects of the disaster plan must be  
676 part of the initial orientation of new personnel at that site. A mock trial (exercise) of the plan  
677 will be conducted annually by the Vendor in coordination with the DDOC according to NCCHC  
678 standards and in coordination with the institution/facilities exercise.

679  
680 17. Telemedicine Expansion

681  
682 The DDOC recognizes advantage in the implementation of a telemedicine system for certain  
683 applications to provide faster access to care at remote sites and to reduce the number of off-site  
684 visits that generate substantial security costs and pose some risk to the community. If the  
685 Vendor wishes to include a base station and remote stations as part of their plan for offender  
686 care they must provide a complete written plan including the physical plant specifications  
687 required, and the equipment the Vendor will purchase to implement the system. In advance of  
688 implementation the DDOC BCHS, in conjunction with the Department of Technology and  
689 Information, must approve any proposed telemedicine program. It is intended that telemedicine  
690 be used appropriately so that it does not negatively affect the quality of care provided to the  
691 offender. The Vendor must be specific on the plans, protocols, and specialty services intended  
692 to be included in the plan.

693  
694 18. DACS Data Entry Mandatory

695  
696 The Delaware Automated Correction System (DACS) is a web-based offender management  
697 system. DACS uses Oracle Database<sup>®</sup> and Oracle<sup>®</sup> tools to store and retrieve data. Use of the  
698 DACS medical module and all the components therein is a material requirement of any health  
699 care services contract. This includes mandated data entry related to Intake, transfer, scheduling,  
700 chronic care, physical examination, specialty consult, Sick Call and mental health appointments,

701 and any subsequent additions to the medical module. Initial training on the system will be  
702 provided by DDOC staff.

703  
704 19. State/DDOC Ownership of All Documentation

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

711  
712  
713 20. Offender Health Insurance

714  
715 a. The Vendor will have a plan to seek and obtain payments and reimbursement from third party  
716 insurers for those offenders who are covered by health insurance including Medicaid.

717  
718 b. The Vendor shall gather the information needed to process claims and retain such  
719 information for auditing and inspection by DDOC. The Vendor will credit the DDOC 100% of  
720 Medicaid costs recaptured. These credits will be included with the Vendor's basic medical  
721 monthly services invoice/credits and will be clearly noted. The Vendor is invited to propose  
722 alternative methods, subject to the approval of the Department, for retrieving and accounting  
723 for insurance reimbursements provided to cover offender healthcare services.

724  
725 c. The Vendor must provide a plan for the implementation of the Affordable Care Act  
726 Marketplace Exchange Insurance Providers and the CMMI/SIM project as it impacts provision of  
727 medical services.

728  
729 21. Transition Plan between Existing and New Vendor

730  
731 a. The Vendor must develop a transition plan from the current service delivery system. The  
732 transition plan must be presented to the Bureau Chief within 30 days of the contract approval  
733 and will address an orderly and efficient start-up.

734  
735 b. A detailed plan must be submitted with the proposal that addresses, at a minimum, how the  
736 following issues will be handled during the transition:

- 737
- 738 • Recruitment of current and new staff and sub-contractors and specialists
  - 739 • Hospital services, including off-site secure unit
  - 740 • Pharmaceutical, laboratory, radiology, dental and medical supplies
  - 741 • Identification and assuming current medical care cases
  - 742 • Equipment and inventory
  - 743 • Medical record management
  - 744 • Orientation of new staff
  - 745 • Coordination of transition to include the Bureau

746  
747 c. The Vendor must outline timetables and personnel that will be assigned to supervise and  
748 monitor the transition, and detailed plans, including offender medical file transfer, for the

749 transition from the DDOC's system to the Vendor's system on an institution-by-institution basis  
750 which will include timetables for completion.

751  
752 d. If the Vendor is going to integrate the current Vendor's employees and/or subcontractors, the  
753 Vendor must specify how it intends to integrate them and obtain BCHS approval for each  
754 employee; specifically how the Vendor will ensure continued benefits for retained staff.

755  
756 e. The Vendor's plan must outline how it intends to transfer offender medical files. Contracts  
757 may be involuntarily extended, not more than 180 days, to provide these services.

758  
759 f. The Vendor's plan must also summarize problems anticipated during the course of  
760 transferring the contract to a new vendor at the end of the Vendor's term, including any  
761 proposed solutions. The Vendor must provide resumes for the management staff expected to be  
762 hired by the Vendor at both Regional and Institutional levels.

763  
764 g. The Vendor must provide credentials for all medical providers as determined by BCHS. The  
765 Vendor will provide a similar transition plan at the end of a contractual period for transition to a  
766 new contract or a new Vendor.

767  
768 h. The proposal must outline a transition plan for the relevant documentation required by  
769 NCCHC and ACA audits pertaining to the time the contract is in effect.

770  
771 **C. DETAILED REQUIREMENTS:**

772  
773 1. The Vendor proposal must describe how their system of care delivery will accomplish each of the  
774 tasks citing NCCHC, ACA standards and relevant DDOC policy  
775 (<http://www.doc.delaware.gov/information/policyManual6.shtml>). The proposal must indicate how the  
776 system meets the standard(s) and how it provides for efficient and effective offender care in all the  
777 following areas.

778  
779 2. NCCHC and ACA Accreditation  
780 The Vendor is required to obtain and/or maintain NCCHC and ACA accreditation for each and every  
781 current and future site in the DDOC, as applicable. DDOC intends to include specific liquidated damages  
782 in the contract between DDOC and the Vendor for any failure to attain and/or maintain such  
783 certifications and/or accreditations. The beginning and ending dates of the penalty will be governed by  
784 any written communication from the NCCHC or ACA. Any date within any calendar month will serve as  
785 the beginning and ending dates and each inclusive month, (first, intermediate, and last) of non-  
786 accreditation will be assessed the penalty. Any assessed liquidated damages will bear the appropriate  
787 legal relationship to the actual harm caused DDOC. Any liquidated damages shall not be the exclusive  
788 remedy for failure to achieve and/or maintain accreditation.

789  
790 3. Prison Rape Elimination Act (PREA)  
791 The Vendor must adopt and comply with all PREA standards. In accordance with the Federal Prison Rape  
792 Elimination Act of 2003, and Delaware Department of Correction Policy Number 8.60 "Prison Rape  
793 Elimination Act", the Vendor must agree to report allegations of sexual misconduct promptly, fully  
794 cooperate with investigation inquiries and participate in training as directed by the Department of  
795 Correction, Employee Development Center, within thirty (30) days of entering into contract. The  
796 Vendor, vendor staffs (including volunteers and subcontractors) agree to abide by Department of

797 Correction Policy 8.60. The Vendor acknowledges that all allegations of staff sexual misconduct and/or  
798 harassment will be investigated and, if substantiated, will result in discipline up to and including  
799 termination. In addition, all substantiated cases will be referred to the Delaware Department of Justice  
800 for prosecution. Failure to report such misconduct, delays in reporting, or material omissions shall be  
801 grounds for termination. If the Department policy is modified, the Vendor will be notified and shall  
802 comply. See State of Delaware, Department of Correction Policy Number 8.60 "Prison Rape Elimination  
803 Act."

804

#### 805 4. Medical Services

##### 806 a. Health Assessment (Initial Physical Examination)

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

836

##### 837 b. Chronic Illness Management and Convalescent Care

- 838 • For offenders with special medical conditions requiring close medical supervision,  
839 including chronic and convalescent care, physically handicapped, frail elderly, terminally  
840 ill, developmentally disabled, and mentally ill, individual treatment plans will be  
841 developed by the medical staff specifying instructions on diet, exercise, medication,  
842 commissary restrictions, type and frequency of diagnostic testing, the frequency of  
843 medical follow up and adjustment of treatment modality. The DDOC has many offenders  
844 who have special health care needs. The Medical and Mental Health Vendors must work

845 together to provide the services identified in the individualized treatment care plans. It  
846 is essential for the Medical Vendor to identify chronically ill offenders at Intake and to  
847 establish on the health record the degree of control of the offender (poor, fair, or good)  
848 supported by illness-specific indicators of level of control such that the frequency of  
849 visits to medically manage the illness can be appropriately determined. The Vendor shall  
850 provide Case Management services to ensure that there is no discontinuity in their care  
851 and to ensure that the plan of care is designed to produce the most positive outcomes.

- 852 • Disabled Offenders – The Vendor must have a system for identifying and providing  
853 accommodations for disabled offenders. Offenders, who cannot walk, are entitled to  
854 wheelchairs or necessary prostheses and/or braces and these must be coordinated with  
855 Security to ensure safety concerns in the offender population as the accommodation  
856 cannot override classification or the safety and security of the institution or prevent  
857 offenders from participating in court-ordered programming. Offenders with impaired  
858 hearing or vision are entitled to accommodations, e.g. providing eye glasses and hearing  
859 aids or interpretive services approved by Security in a timely manner. In addition, the  
860 system must be designed to reevaluate those offenders whose accommodations are for  
861 conditions that are time-limited.
- 862 • Elderly Offenders – The elderly require special attention, including age- and gender-  
863 specific screening according to national guidelines, but also to address needs more  
864 frequently found in this population such as more frequent exacerbations of chronic  
865 illness and multiple chronic illnesses, vision problems, hearing problems and mobility  
866 problems. The Vendor must have a plan for elderly offenders which include obtaining  
867 Advanced Directives and Hospice Care when appropriate.
- 868 • Chronically Ill Offenders – Certain chronically ill offenders whose condition is difficult  
869 to manage due to the stage of the illness and/or non-compliance must be Case  
870 Managed to ensure the best outcomes. It is essential for Medical Vendors to identify  
871 chronically ill offenders at Intake and to establish on the health record the degree of  
872 control of the offender (poor, fair, or good) supported by illness-specific indicators of  
873 level of control such that the frequency of visits to medically manage the illness can be  
874 appropriately determined. A system that does not track the level of control and tailor  
875 treatment accordingly may waste valuable resources or may not provide sufficient  
876 medical intervention to manage the illness adequately. The Vendor must have a strong  
877 system for Chronic Disease Management. The Vendor must also identify chronic  
878 offenders and registering them in the DACS Chronic Care Registry.
- 879 • HIV/AIDS Screening, Testing and Treatment – The Vendor will offer HIV testing to all  
880 offenders within one week of Intake. Offenders will receive HIV risk-assessment, pretest  
881 and post-test counseling. Offenders may refuse to be tested based on the principle of  
882 “opt out” (an offender must refuse the test in order for the test not to occur  
883 automatically after pretest counseling has been given, instead of an “opt in” model  
884 where the offender must request or meet screening/risk qualifications for the test).  
885 Offenders have a right to refuse testing. The Vendor will use the laboratory and forms  
886 provided by the DDOC for HIV testing and utilize the Delaware Public Health Laboratory  
887 for such testing. The Vendor is responsible for reporting all communicable diseases,  
888 including HIV/AIDS, to the BCHS and the Division of Public Health according to State law.  
889 The Vendor is responsible for providing treatment for offenders diagnosed with  
890 HIV/AIDS according to current treatment guidelines established by the National  
891 Institutes of Health (NIH). Treatment for HIV/AIDS will include one-on-one counseling,  
892 medication education, medication prescription, monitoring and management,

893 management of medical needs and coordination with community-based agencies for  
894 care and follow-up upon discharge. The Vendor will also work closely with the  
895 community HIV Case Management agency to ensure that all offenders with HIV or AIDS  
896 receive thorough Discharge Planning. Comprehensive HIV management shall be  
897 available through the Medical Services Chronic Care Clinic or off-site/on-site Vendor as  
898 required; however, on-site services are strongly preferred. The Vendor shall submit  
899 monthly HIV testing reports to the DDOC including testing volume and aggregate  
900 positive/negative results by facility, the number of offenders on HIV/AIDS medications  
901 and the type of medications prescribed. The Vendor shall also report individual co-  
902 infection with Hepatitis B and/or C, and any opportunistic infections. Health education  
903 efforts shall be reported monthly. All staff performing any direct offender care services,  
904 licensed or unlicensed, shall participate in HIV/AIDS educational programs. These  
905 programs shall be developed by the Vendor and approved by the Bureau Chief. The  
906 Vendor will provide such education to all primary medical, dental and mental health  
907 staff. The Vendor shall provide the Bureau Chief with documentation of the physicians'  
908 attendance and participation in the educational programs.

- 909 • Hepatitis – All offenders will be vaccinated against Hepatitis A and B unless previously  
910 vaccinated or who have positive serologic tests. Vaccination against Hepatitis A and B  
911 will be begun within a year of the first incarceration.
- 912 • Sexually Transmitted Diseases – All offenders will be screened for other STD's based  
913 on recommendations by BCHS. All offenders will be treated and managed for any STD  
914 diagnosed during incarceration.
- 915 • Dialysis – There are offenders incarcerated with DDOC with chronic kidney failure  
916 which must be maintained by chronic hemodialysis or peritoneal dialysis. Currently, the  
917 dialysis chairs/beds are at the all-male James T. Vaughn Correctional Center. The  
918 Vendor will potentially need to provide a portable dialysis machine if the need occurs at  
919 the women's facility. The Vendor must ensure this modality is available with the  
920 subspecialty nephrologists providing care on-site as Security cannot provide adequate  
921 staffing to move all the chronic kidney failure offenders to an off-site facility for dialysis.  
922 The Vendor must also register chronic kidney failure offenders using the DACS Chronic  
923 Care Registry.
- 924 • Hospice Care – A number of offenders have life or long-term sentences complicated by  
925 chronic diseases such as cancer, heart, lung, kidney, or liver disease and have signed  
926 Advance Directives. The Vendor must have a plan for those offenders whose life will  
927 end while incarcerated and will require a compassionate end-of-life medical treatment  
928 plan. The Vendor must also identify those with serious mental illness using the DACS  
929 Chronic Care Registry.
- 930 • Mentally Ill Offenders – Offenders who have an active mental illness and, especially,  
931 offenders who have had an exacerbation of their mental illness, are newly diagnosed,  
932 unstable on medication or difficult to treat, or whose status has otherwise  
933 decompensated such that a more intense level of care is required, must be actively  
934 treated and closely monitored in coordination with the Mental Health Vendor. This  
935 includes offenders placed on suicide precautions and offenders who have made suicide  
936 attempts. The Vendor must also register those with serious mental illness using the  
937 DACS Chronic Care Registry.
- 938 • Offenders in a Diagnostic or Therapeutic "Pipeline" – The Vendor must have a Case  
939 Management system for those offenders who are pending appointments for diagnostic  
940 or therapeutic treatment or who are in the course of critical treatment such as for

941 serious cardiac problems, chemotherapy or radiation therapy for cancer, or scheduled  
942 for diagnostic testing to rule out suspected serious conditions to ensure that all  
943 appointments both inside the institution and off-site do not run into barriers. Case  
944 Management reports must be provided to the Bureau Chief on a weekly basis.  
945 • Special Needs offenders are defined as those offenders with complicated medical  
946 issues that are exacerbated by mental health issues (or co-occurring disease) or those  
947 offenders with complicated mental health diagnoses that led to or have the potential for  
948 medical involvement (multiple PCO admissions, cutting or other self-injurious behaviors,  
949 etc.). The Vendor medical providers shall lead multidisciplinary conferences on Case  
950 Managed Special Needs Offenders as necessary to coordinate medical, dental, nursing,  
951 and mental health care (or any combination of these services to ensure timely and  
952 appropriate care for these offenders. The medical and mental health providers will  
953 participate in these multidisciplinary team meetings to discuss treatment and  
954 management of these offenders. These team meetings will identify objective and  
955 measurable entry criteria for enrollment on the special needs roster and will identify  
956 objective measures of treatment progress and will identify exit criteria based on  
957 accomplishment of progress along the treatment plan. The Vendor shall authorize  
958 accommodations after coordinating with Security staff for special needs offenders with  
959 disabilities or medical conditions that require them. The Vendor must have a written  
960 plan for evaluation, providing accommodation, and for periodically reviewing  
961 accommodations to determine any change in status of the offender. The Vendor's  
962 medical providers and support staff must use the forms and format for accommodations  
963 provided by the DDOC.

#### 964 965 c. Acute Care and Trauma

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

#### 972 973 d. Special Diets

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

#### 986 987 e. Kitchen Clearance/Offender Worker Examinations

988 The Medical Services Vendor's staff shall ensure that all offenders whose work assignments  
989 involve food handling are free from diseases transmissible by food or utensils or other means.  
990 Medical Vendors shall provide initial clearance as well as annual food service screening to  
991 offender workers who are involved in the handling, preparation and/or serving of food. These  
992 encounters will be documented in the offender medical record and results communicated to  
993 appropriate on-site staff and the Vendor's health unit at that site.  
994

995 f. Boot Camp Clearances/Other Clearances

996 The Vendor shall ensure that clearances for Boot Camp requested by the DDOC are provided  
997 within 5 days of the request for clearance. The Vendor shall be responsible for any clearances  
998 requested by the DDOC and they must be provided within the requested time period.  
999

1000 5. Specialty Consultation and Referral to Specialty Services for Emergent, Urgent, and Routine Care  
1001

1002 a. The Medical Vendor's medical providers shall be responsible for making appropriate referrals  
1003 to specialty service providers which may be through subcontractors. The DDOC shall determine  
1004 the appropriate time frames for referral, scheduling and appointment completion.  
1005

1006 b. The Vendor will designate a Care Manager who will coordinate with the DDOC for obtaining  
1007 approval for referrals to inpatient and outpatient care and be a single-point of contact to  
1008 arrange appointments. Additionally, the Vendor will coordinate Care Management services for  
1009 offenders confined in an acute care hospital. The Vendor will receive daily updates from the off-  
1010 site Care Management Services of the off-site facility regarding the status of the offender and  
1011 forward this information to the DDOC Medical Director or designee.  
1012

1013 c. The Specialty Consultation Administrator – The Vendor shall provide an Administrator of the  
1014 Specialty Network. The Vendor's Network Administrator shall recruit and maintain specialty  
1015 providers to care for offenders and meet regularly and as needed with the DDOC Medical  
1016 Director and Bureau Chief and such other DDOC staff or service Vendors to coordinate on-site  
1017 and off-site services.  
1018

1019 d. Pre-Authorization System – The Vendor shall provide a pre-authorization system that  
1020 facilitates timely access to care for those offenders with serious medical needs, and also reviews  
1021 the care requested by the medical or mental health staff to ensure the care requested is:

- 1022 • Consistent with accepted clinical pathways established for evidence based care;
- 1023 • The most conservative acceptable approach to provide needed care to adequately  
1024 address the serious medical need;
- 1025 • Quickly redirected if acceptable, lower cost alternatives are available;
- 1026 • Physician-driven such that only a physician may determine requested care to be  
1027 medically unnecessary or inappropriate given the particular facts in the individual  
1028 case, and only a physician may redirect care;
- 1029 • Has direct physician-to-provider discussion on any care the reviewing physician feels  
1030 may be medically unnecessary or should be redirected such that the clinical picture is  
1031 fully understood by the reviewing physician, and the concerns of the reviewer are fully  
1032 understood by the referring provider. If the primary care provider agrees after  
1033 discussion with the reviewing physician that the care is unnecessary or should be  
1034 redirected, s/he must document that in the offender health record. If the primary care

- 1035 provider does not agree with the reviewing physician, s/he must immediately initiate  
 1036 the appeal process;
- 1037 • Incorporates an appeals system that is time sensitive and that allows the primary care  
 1038 provider to appeal a case, along with his/her supervisor, to a committee of physicians  
 1039 overseen by the DDOC Medical Director or DDOC Medical designee. In addition to the  
 1040 DDOC Medical Director or DDOC Medical designee, the committee shall be composed  
 1041 of (at a minimum):
    - 1042 • The referring primary care provider
    - 1043 • The primary care physician’s supervisor
    - 1044 • The reviewing physician
  - 1045 • The DDOC Medical Director or DDOC Medical designee will be the final arbiter in all  
 1046 cases.
- 1047
- 1048 e. Network Service Providers – The Vendor shall provide access to the following clinical out-  
 1049 patient medical services, in-patient medical services, and clinical support services at rates  
 1050 reduced from usual and customary charges:
- 1051 • Statewide ambulance service such that emergency numbers and protocols for each of  
 1052 DDOC’s facilities are established in conjunction with the Medical Director and Bureau  
 1053 Chief.
  - 1054 • Access to emergency rooms across the State, especially in proximity of and convenient  
 1055 to the DDOC facilities.
  - 1056 • Statewide laboratory and radiological services that have agreed to be members of the  
 1057 Delaware Health Information Network (DHIN) such that any laboratory testing or  
 1058 imaging studies required for any offender can be provided in a timely way and at low  
 1059 cost. The test reports must be able to be provided electronically to the DDOC  
 1060 highlighting abnormal values for rapid response, and must be backed up by paper  
 1061 copies.
  - 1062 • Community-based physician specialists in all medical sub-specialties (note the most  
 1063 frequently utilized specialists listed in Appendix F, (Historical Off-Site Specialist  
 1064 Consultations).
    - 1065 • On-site specialist clinics for the most utilized specialties to decrease off-site  
 1066 travel as much as possible.
    - 1067 • Specialist support of, and physical plant accommodation for, a telemedicine  
 1068 base station if the DDOC initiates a telemedicine system.
    - 1069 • In-patient acute hospital care, including critical care when required. Surgeries  
 1070 and procedures will be performed in an out-patient venue whenever possible, as  
 1071 opposed to in-patient hospitalization. The Vendor is encouraged to negotiate with  
 1072 community hospitals to provide a secured unit for any hospital that has sufficient  
 1073 volume such that two officers may manage the security concerns of more than  
 1074 one prisoner. Any negotiations must include at a minimum, the Bureau Chief and  
 1075 representatives of the facility warden’s staff at proximate DDOC facilities.
    - 1076 • Statewide radiology services for diagnostic and treatment purposes for any  
 1077 procedures that cannot be performed on-site. The films and or studies must be  
 1078 interpreted within 24 hours, and immediately conveyed if there are positive  
 1079 findings and be available using the DHIN system.
    - 1080 • Statewide physical therapy services to support offender needs. Whenever  
 1081 possible, the physical therapy evaluation should be performed on-site. The

1082 physical therapist must set up programs that can be maintained by the Medical  
1083 Services Vendor’s nursing staff on-site, unless physically not possible.  
1084 • Acute psychiatric emergencies. To ensure that there is coverage for those  
1085 situations which may occur at DDOC facilities related to psychiatric crisis.  
1086

1087 f. On-site Dialysis Services

- 1088 • The Vendor will be responsible for providing a nephrologist to manage a 4-bed/chair  
1089 dialysis unit located within the James T. Vaughn Correctional Center (JTVCC) infirmary.  
1090 JTVCC has 4 dialysis machines and provides treatments to male dialysis offenders on a  
1091 schedule of 3 times per week. The Vendor will be responsible for maintaining the  
1092 dialysis machines and supply the consumable supplies for dialysis.
- 1093 • Baylor Women’s Correctional Institution (BWCI) and the Level 4 facilities have no  
1094 dialysis capability. The Vendor will accommodate treatment for any female or Level 4  
1095 offender needing dialysis during the course of the contract either by providing a  
1096 portable dialysis machine for BWCI or by access to community dialysis if a portable  
1097 dialysis machine cannot be obtained.
- 1098 • Included in the on-site services shall be:
  - 1099 • An initial assessment of each dialysis offender;
  - 1100 • An individualized care plan for each offender requiring dialysis;
  - 1101 • A monthly follow-up visit for each offender requiring dialysis; and
  - 1102 • Evaluations of offenders whose condition may make them candidates for renal  
1103 transplant.

1104  
1105 g. Infectious Disease Services – The Vendor must provide:

- 1106 • Infectious disease management services that meet professional standards consistent  
1107 with the NCCHC, ACA, the Delaware Division of Public Health, recommendations from  
1108 the CDC as interpreted for offenders by the Medical Director, Bureau Chief, as well as  
1109 the DDOC’s policies as they relate to infectious disease diagnosis and treatment.
- 1110 • Offender infectious disease management through one or more Board Certified  
1111 Infectious Disease Specialist(s) or, at a minimum, be supervised by a Board Certified  
1112 Infectious Disease Specialist(s).
- 1113 • Comprehensive oversight and medical care to those with HIV/AIDS, Hepatitis C, and  
1114 other infectious diseases.
- 1115 • Proper and appropriate documentation of services and record keeping, including  
1116 written recommendations to the DDOC Medical Director or DDOC Medical designee  
1117 on necessary formulary additions with updates as required by advancing  
1118 pharmacology.

1119  
1120 h. Woman’s Health Care Services –

- 1121 • The Vendor shall provide the following woman’s preventative health care services:
  - 1122 • Cervical Cytology and PAP slides
  - 1123 • Mammography
- 1124
- 1125 • The Vendor shall provide the following woman’s health care services:
  - 1126 • Regular prenatal care
  - 1127 • Post-partum care and post-partum depression screening
  - 1128 • Pregnancy testing on Intake Screening and as necessary
  - 1129 • Neonatal care

- 1130 • Education on the care of infants
- 1131 • Pregnancy counseling
- 1132 • Health education
- 1133 • Coordination with community programs and social services

1134 i. The Vendor shall provide the following support services on-site at the local facility:

- 1136 • Laboratory support, as needed, for laboratory studies needed;
- 1137 • Baseline and diagnostic chest x-rays and in the case of requests for the possibility
- 1138 of active tuberculosis, within 48 hours of request;
- 1139 • Necessary office and medical supplies required for the ongoing operation of all
- 1140 facility clinic operations;
- 1141 • The Medical Services and Mental Health Services Vendors will provide joint case
- 1142 conferencing on active offenders on a regular basis. The Vendor’s social workers,
- 1143 mental health staff and nursing staff will be active participants in the post-discharge
- 1144 planning activities to ensure smooth transition to the State Medicaid Waiver or
- 1145 other appropriate Program.

1146  
1147 6. Telemedicine Support – As telemedicine becomes available, all on-site Vendor’s clinical providers and  
1148 ancillary staff, and all off-site specialties engaged by the Vendor shall support the use of telemedicine as  
1149 required by the DDOC to reduce the incidence of offender travel. The Vendor will include a severable  
1150 proposal for enhanced statewide telemedicine capability and usage which meets generally acceptable  
1151 professional standards for the delivery of health care services. Such proposal shall include locations and  
1152 areas in which telemedicine may be appropriately utilized, the anticipated usage of such technology, the  
1153 necessary hardware and software to implement such a system, and a proposed timeframe for  
1154 completion of all work necessary to fully implement the proposed system. The proposal must be  
1155 consistent with Department of Technology and Information requirements.

1156  
1157 7. Nursing Services

1158 a. Initial Intake Screening (performed in Booking & Receiving)

- 1159 • A Registered Nurse shall perform an Initial Intake Assessment within 2 hours of an
- 1160 offender’s arrival at each of the DDOC facilities, documenting the results in the
- 1161 Delaware Automated Correction System (“DACS”) Intake module. An LPN may not be
- 1162 substituted in this position. Failure to perform within the 2 hours or by an LPN will incur
- 1163 a penalty of \$250 per episode as a Management Fee price adjustment.
- 1164 • During the Initial Intake a Screening Tuberculosis skin test by intradermal PPD
- 1165 injection will be placed. If symptoms suggest active tuberculosis the offender will be
- 1166 referred to a negative pressure room in the infirmary area until a chest x-ray can be
- 1167 obtained and a medical evaluation by a physician performed. Follow-up interpretation
- 1168 of the TB Skin Test will be scheduled in Sick Call within 72 hours. A Mental Health, PREA
- 1169 and Suicide Risk Assessment will be performed and immediate Mental Health referral if
- 1170 an offender is identified as high-risk for suicide or victimization. Female offenders will
- 1171 have a urine dipstick pregnancy test. If the pregnancy test is positive the urine sample
- 1172 will be sent for drug testing. All offenders will be given a Point of Care CLIA-waived 12-
- 1173 panel Drug Screening. If a male or female offender is identified as using drugs or alcohol
- 1174 confirmatory urine will be sent for drug testing. All offenders will be assessed for
- 1175 ectoparasites in accordance with policy established by the DDOC’s BCHS. The Intake RN
- 1176 will document all confiscated medicines and disposition of those medicines confiscated.

1177 • All offenders entering the DDOC will be initially processed at one of the facilities  
1178 named below. The expectation is that the Vendor will provide a seamless transfer  
1179 screening process that allows for continuity of care and review of health records for all  
1180 offenders. Consideration should be given to the diverse facilities and complexity of  
1181 transfers on a statewide level from a variety of security levels. In exceptional cases  
1182 where an offender bypasses, e.g. bedside booking at an outside medical facility, or is  
1183 incompletely processed at a site booking and receiving area, full Intake services are to  
1184 be performed at the next site where the offender has arrived in accordance with DDOC  
1185 policies specified in this section.

1186 Howard R. Young Correctional Institution (HRYCI)

1187 James T. Vaughn Correctional Center (JTVCC)

1188 Sussex Correctional Institution (SCI)

1189 Baylor Women’s Correctional Institution (BWCI)

1190 Sussex Violation of Probation Center (SVOP)

1191 Sussex Community Corrections Center (SCCC)

1192 Central Violation of Probation Center (CVOP)

1193 Morris Community Correctional Center (MCCC)

1194 Plummer Community Correctional Center (Plummer)

1195 John L. Webb Correctional Facility (WCF)

1196 Hazel D. Plant Treatment Center (HDPTC)

1197 • All admission processes are to be documented in DACS. Health record entries of  
1198 offender problems and directives for appropriate care are the responsibility of all clinical  
1199 health care personnel.

1200  
1201 b. Offender Sick Call

1202 • Sick Call must be available at all facilities. Sick Call Triage must be performed 7 days  
1203 per week with urgent or emergent care available 7 days per week; routine sick call care  
1204 must be available during weekdays, excluding weekends and holidays. All Sick Calls must  
1205 be performed by an RN, APN/PA or physician, regardless of housing location. An LPN  
1206 may not perform Sick Call duties.

1207 • If an offender’s security status precludes attendance at Sick Call, arrangements shall  
1208 be made to provide Sick Call services at the place of the offender’s confinement (i.e.  
1209 offenders housed in administrative segregation units and other restricted housing  
1210 units).

1211 • The DDOC is committed to providing Security support to ensure timely and  
1212 confidential face-to-face access to offenders for the actual Sick Call encounter. RN’s  
1213 accompanied by Security will make rounds daily to all offenders in restricted housing. At  
1214 the discretion of the nurse, Security will open individual cell doors to provide access to  
1215 offenders. Additionally, as necessary, offenders will be brought out of these areas to  
1216 clinical areas for proper assessment. Prior to removal of offenders from closed security  
1217 to clinical settings for routine care, special permission and arrangements must be sought  
1218 from the DDOC Security staff at the site as practicable.

1219  
1220 c. Sick Call Triaging of Offender Care

1221 • The Vendor shall establish appropriate triage mechanisms to be utilized for daily  
1222 offender care. The Vendor shall ensure that each facility has procedures in place that  
1223 enable all offenders (including those in segregation and/or closed security units) to  
1224 submit requests for health care services daily including weekends and holidays.

- 1225 • Offender Sick Call request forms shall be deposited in locked boxes or kiosks at a
- 1226 designated location at each facility. The Vendor shall collect the requests daily. Site-
- 1227 specific procedures will determine the collection time and staff.
- 1228 • Offender Sick Call request forms shall be reviewed by an RN, APN/PA or physician. An
- 1229 LPN may not be substituted in this position. Failure to review the request by an RN,
- 1230 APN/PA or physician will incur a penalty of \$250 per episode as a Management Fee price
- 1231 adjustment.
- 1232 • All medical, dental and mental health request forms shall be reviewed and triaged
- 1233 within 24 hours of the form being collected, signed, time and date stamped and entered
- 1234 into the DACS system daily including weekends and holidays. Referrals for appropriate
- 1235 treatment will be made at that time and entered into the DACS Scheduling module. All
- 1236 medication requests shall have a face-to-face encounter with the appropriate health
- 1237 care provider.
- 1238 • On days that the dental staff is not available to provide Sick Call, a RN, APN/PA or
- 1239 physician will screen the Sick Call form. If not an emergency, follow-up with the
- 1240 appropriate dental clinician will occur within 72 hours.
- 1241 • All requests for Mental Health Sick Call shall be triaged by the Sick Call Triage RN,
- 1242 APN/PA or physician will screener within 24 hours of the request. If the request is of an
- 1243 emergent nature, and if the mental health staff is not on duty at the time of receipt of
- 1244 the urgent or emergent request, the on-call psychologist or psychiatrist will be
- 1245 contacted regarding the specific offender of concern. If the on-call psychiatrist provides
- 1246 physician orders, the triage nurse shall comply with any orders issued.
- 1247 • All documentation of the triage, examination and subsequent treatment will be
- 1248 entered into DACS and printed documents should be placed in the offender medical
- 1249 record. After Triage, all of the Sick Call request forms will be collected by BCHS.
- 1250 • Health care staff comprised of at least one RN must be on duty 24 hours a day, 7 days
- 1251 a week at each Level 5 correctional facility and available 24 hours a day, 7 days a week
- 1252 by telephone at Level 4 facilities. The Vendor shall provide training for DDOC Security
- 1253 staff in appropriate medical and mental health referral procedures including CEIT classes
- 1254 as requested by BCHS.
- 1255

d. Infirmiry Management and Services

- 1256
- 1257 • The Vendor shall utilize infirmiry units to the fullest extent consistent with acceptable
- 1258 medical standards. There are infirmiries in the four level 5 DDOC facilities with an
- 1259 additional infirmiry pending for Level 4 offenders in the near future. Each proposal
- 1260 should include the addition of the Level 4 infirmiry in their pricing. The Vendor, with
- 1261 Security involvement may request from the DDOC BCHS a temporary offender transfer
- 1262 for infirmiry offenders to the nearest infirmiry when there is not one available at a
- 1263 particular institution.
- 1264 • A physician shall be on-call 24 hours a day, 7 days a week and must come on-site as
- 1265 needed to make assessments, write orders, or provide care. Supervision of the infirmiry
- 1266 shall be by an on-site RN, 24 hours per day, and 7 days a week. A sufficient number of
- 1267 appropriate health care personnel will be on duty, as dictated by Appendix G (Vendor
- 1268 Staffing Requirements) as well as by clinical need. In no case will the on-duty infirmiry
- 1269 staff be less than 1 RN nurse per shift. An LPN cannot be substituted in this position.
- 1270 • Immediately upon arrival in the infirmiry area, all offenders, medical and mental
- 1271 health staff, shall have a documented physical examination resulting in admission
- 1272 orders. Completion of a nursing care plan shall occur within 24 hours of admission to the

1273 infirmary. All encounters by every member of the medical and mental health will be  
1274 documented on the offender medical record.  
1275 • Admission to and discharge from the infirmary will require the order of a physician or  
1276 APN/PA. The physician or APN/PA must sign admission notes and discharge treatment  
1277 plans. This will be required for each infirmary stay.  
1278 • Infirmary rounds shall be conducted by a RN on each shift (including weekends and  
1279 holidays) and by a physician or APN/PA four times a week for acute patients, weekly for  
1280 observation and housed patients.  
1281 • The Vendor’s written protocols for infirmary care must be approved by the Medical  
1282 Director and Bureau Chief.  
1283 • Those offenders requiring care beyond the capability of the infirmary shall be  
1284 hospitalized at licensed outside medical facility.  
1285 • The Vendors Regional Medical Director will provide daily physician to physician (sign-  
1286 out style) reports including condition, diagnosis, treatment plan, medications, prognosis,  
1287 and discharge planning to the BCHS Medical Director and clinical status/progress on all  
1288 hospitalized offenders.

1289  
1290 e. Annual Health Care Screening

1291 • Annual health care screening must be provided for offenders as required in NCCHC  
1292 and ACA Standards and the United States Public Health Service Task Force on Preventive  
1293 Guidelines. Consistent with DDOC policies, health exams will be provided every other  
1294 year for offenders under the age of 40; and annually for offenders over 40 years old and  
1295 all offenders registered in the Chronic Care Clinic.  
1296

1297 f. On-site Pharmacy System Management (to be coordinated with the Pharmacy Vendor)

1298 • Medication Ordering and Tracking – All medications ordered by a licensed provider  
1299 shall be provided in accordance with an approved formulary, and a system for approval  
1300 of Non-formulary medications. The Vendor Nursing Services shall be responsible for  
1301 staffing the Pharmacy with an appropriately trained pharmacy technician in accordance  
1302 with 24 Del. C. § 2519 and dispensing medications to the offenders. Medications will be  
1303 dispensed at all facilities. Coordination with the orders of other health care services, e.g.  
1304 Mental Health and Dental, providers to ensure the delivery of medications is  
1305 mandatory.  
1306 • Maintenance of the Medication Administration Record (MAR) – The Vendor Nursing  
1307 Service will be responsible for documenting all medication dispensing on the Medication  
1308 Administration Record and the bound (not spiral-bound) Controlled Dangerous  
1309 Substance “Red Books”. The Vendor shall ensure that MARs are accurate and up to date  
1310 and that the MARs are filed in the offender’s charts monthly. An RN shall be responsible  
1311 for maintaining the accuracy of the MAR each shift. LPN’s may dispense medications.  
1312 The RN on the following shift is responsible for ensuring that any inaccuracies on the  
1313 MARs from the previous shift are corrected. The current MAR for each offender will be  
1314 provided (or a photocopy of the current MAR) provided at each medical encounter for  
1315 reconciliation by the Medical Provider.  
1316

1317 g. Coordination of Medical Vendor’s on-site pharmacy system with that of the off-site Pharmacy  
1318 Services Vendor – The Medical Vendor shall ensure that daily medications are dispensed at the  
1319 prescribed dosing schedule to each individual offender within one hour of the time the  
1320 medication was given the previous day. Post-meal blood glucose testing for diabetic offenders

1321 will be performed at two hours post-meal for each individual offender for whom post-meal  
1322 glucose testing is ordered.

1323  
1324  
1325

1326 8. Discharge Planning

1327 a. Discharge planning is a priority for the DDOC and is to be conducted pursuant to DDOC policy.  
1328 Of greatest concern are offenders with chronic illnesses, serious mental illness, and/or HIV/AIDS  
1329 as well as women who have delivered children while incarcerated or are pregnant. It is critical  
1330 that the Vendor take every reasonable effort to ensure that offenders are connected to  
1331 community-based services and have a sufficient supply of prescription medication upon  
1332 discharge. The process should begin six to nine months prior to release and include a post-  
1333 release telephone follow-up call to the offender to ensure they have been able to access the  
1334 needed services. The Vendor shall ensure that a psychiatrist reviews all psychiatric medications  
1335 prior to discharge. Within 30 days of release, if known, the Vendor is required to provide a  
1336 thorough written discharge plan including referral information and linkages to community  
1337 providers for all offenders identified as special needs and mentally ill. Using the Transition Case  
1338 Management Form the Vendor will develop a discharge plan with date, place, time and location  
1339 of scheduled appointments is to be provided to the offender prior to discharge and a copy  
1340 placed in the offender medical file. The offender is given a written Discharge Plan but does not  
1341 receive copies of their medical records at release. Linkage at discharge with community mental  
1342 health and public health providers is particularly important. Linkages refer to the Vendor  
1343 contacting community providers and scheduling an appointment for the offender. At a  
1344 minimum, discharge planning must include, as applicable:

1345

1346 b. Discussion with the offender about discharge;

- 1347 • Medicaid/Medicare/Exchange Marketplace eligibility determination and application
- 1348 submission/coverage;
- 1349 • Obtaining of social security number, as required for access to coverage above;
- 1350 • Linkage referrals to community services; and
- 1351 • Prescription medication supply.

1352

1353 c. The Vendor shall ensure that all offenders requiring discharge prescription (not O-T-C)  
1354 medication will be dispensed these medications prior to discharge (provided that medication  
1355 has been requested by a physician/APN/PA prior to discharge).

1356

1357 9. Utilization Review

1358

1359 a. The Vendor shall provide integrated information concerning care – this allows effective  
1360 monitoring of care management practices.

1361

1362 b. The Vendor must provide a Utilization Review Program that will include a monthly report to  
1363 BCHS:

1364

- 1365 • An identified percentage of all cases for medical provider review, e.g. 10% of inpatient
  - 1366 admissions to outside community hospitals; 25% of outpatient specialty office visits to
  - 1367 outside specialists; 10% of infirmary admissions for drug or alcohol detoxification, etc.
  - 1368 • The low volume/high risk cases, e.g. all pregnant females admitted to DDOC facilities
- while on methadone; all self-injurious behavior cases, etc.

- 1369  
1370 c. The Vendor shall provide a description of the Vendor’s review criteria as applicable for:  
1371 • Medical necessity for proposed treatment, including chemical dependency withdrawal  
1372 • Medical necessity for admission to off-site facility  
1373 • Medical necessity for admission to the infirmary  
1374 • Necessity for continued stay  
1375 • Mental health care (in-patient and out-patient)  
1376 • Necessity for surgical procedures (in-patient and out-patient)  
1377 • Case management  
1378 • Out-patient services  
1379

1380 d. The Vendor will cooperate with and provide requested information to BCHS Utilization  
1381 Review staff and Quality Assurance Staff in order to provide DDOC information on fiscal and  
1382 operational efficiency of Vendor services.  
1383

1384 10. Medical Case Management

1385 The Vendor shall provide integrated medical information concerning care occurring outside a  
1386 correction facility to keep BCHS updated daily on the diagnosis, prognosis, treatment of every  
1387 offender admitted to an outside medical facility allowing security to plan and arrange for  
1388 security services at the outside medical facility.  
1389

1390 11. Dental Services

- 1391  
1392 a. Dental care will be provided according to DDOC Policy and consistent with NCCHC, ACA  
1393 Standards, American Dental Association standards, CDC guidelines and OSHA standards. The  
1394 Vendor shall:  
1395 • Provide a dental care program, under the direction of a dentist licensed in the State of  
1396 Delaware;  
1397 • Provide dental screening during the Initial Health Assessment timeframe;  
1398 • Provide a qualified health care professional or dental assistant to perform the dental  
1399 screening;  
1400 • Identify offenders during dental screening as having urgent or emergent dental needs  
1401 and place them on the Dental Sick Call list in DACS, for evaluation and treatment;  
1402 • Provide dental treatments, not limited to extractions, according to a system of  
1403 treatment priorities determined by the dentist;  
1404 • Perform dental examination within 30 days of admission for sentenced offenders  
1405 (NCCHC standard P-E-06) and within 60 days for juvenile offenders (NCCHC standard Y-  
1406 E-06) and 90 days for detentioners and DUI offenders (ACA standard 1-HC-1A-17). This  
1407 examination will be supported by indicated x-rays and includes instructions in oral  
1408 hygiene. Only a licensed dentist may perform dental examination and treatment. If the  
1409 offender has been released and re-admitted within 6 months of the last dental exam, a  
1410 new exam is not required unless determined by the supervising dentist.;
- 1411 • Record the results of examinations on the Dental Treatment Record and file in the
  - 1412 Medical Record;
  - 1413 • Provide treatment in accordance with a treatment plan;
  - 1414 • Restore teeth with a filling rather than extract them whenever possible;
  - 1415 • Respond to dental emergencies in a timely manner;
  - 1416 • Perform dental prophylaxis when prescribed by the dentist;

1417 • Make fluoride toothpaste or oral fluoride rinses available as determined necessary.

1418

1419

b. The Vendor shall ensure dental examinations include:

1420

- Charting of teeth;

1421

- Examination of the hard and soft tissue of the oral cavity with a mouth mirror, explorer, & adequate illumination;

1422

1423

- X-ray studies for diagnostic purposes are taken if necessary;

1424

- Extra oral head and neck examination is included with the dental exam;

1425

- Make arrangements for consultation with referral to specialists in dentistry or oral surgery, as needed with consultation noted in DACS;

1426

1427

- Reviewing an offender's dental history;

1428

- Ensure dental examination and follow-up appointments are scheduled in DACS for the dentist using the Dental Sick Call Log and prioritization for need.

1429

1430

1431

c. The Vendor shall;

1432

- Ensure the Dental Sick Call Log is used to generate monthly statistics of dental services for Health Services Report;

1433

- Ensure dental services are provided following infection control practices;

1434

- Ensure the dental assistant performs daily sharps & tool inventory log;

1435

- Provide recruitment, hiring, and retention of dental staff sufficient to fill outcome requirements;

1436

1437

- Provide procedures to maintain all inventory, equipment, instrument, and pharmaceutical control procedures as required by State or Federal regulations;

1438

1439

- Maintain compliance with Federal and State policies and procedures regarding the handling and disposal of biohazardous and regulated medical wastes;

1440

1441

- Provide in-service education and training as needed;

1442

- Review, approval, and support of treatment protocols, formularies, and policies as they relate to accreditation and regulatory agency requirements;

1443

1444

- Provide compliance with relevant Federal and State standards for Universal Precautions and the general delivery of correctional health care.

1445

1446

1447

1448

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.

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## 12. Administration

1454

a. Coordination and Communication with DDOC

1455

- 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.

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- 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

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1465 that Medical Services Vendor's administrative staff have a single contact person in each  
1466 facility and that the contact person be available in the facility on a daily basis. The  
1467 Vendor is responsible for informing DDOC of a change or substitution, whether  
1468 temporary or permanent, of the single contact person in each facility. The Vendor must  
1469 keep the DDOC administrative staff in each facility informed of issues and problems,  
1470 their resolution, special needs and special medical circumstances as well as any other  
1471 pertinent medical information.

1472 • Cooperative Interaction with Other Offender Health Services Vendors. – Each Vendor  
1473 shall work cooperatively with any and all other health care Vendor(s) selected by the  
1474 DDOC to provide comprehensive services to DDOC offenders such that access to care,  
1475 continuity of care, and quality of care are maintained. Administrators and Clinicians will  
1476 participate in such standing and ad hoc committees to coordinate Vendor activities as is  
1477 determined necessary by the Bureau Chief.

1478 • In addition, the DDOC expects the Vendor to coordinate closely with the  
1479 administrative and security staff in each facility in regard to Sick Call, off-site  
1480 appointments, medication distribution and other medical services. It is the Vendor's  
1481 responsibility to coordinate with the DDOC BCHS and facility administrative staff in the  
1482 provision of medical services.

1483  
1484 b. DACS Data Entry Mandatory – The Delaware Automated Correctional System (DACs) is a web-  
1485 based offender management system. DACs uses Oracle Database© and Oracle© tools to store  
1486 and retrieve data. Use of the DACs medical module and all the components therein is a material  
1487 requirement of any health care services contract. This includes mandated data entry related to  
1488 Intake, transfer, scheduling, chronic care, specialty consult, Sick Call and mental health  
1489 appointments, and any subsequent additions to the medical module. Initial training on the  
1490 system will be provided by DDOC staff. Follow up training to be provided by the Vendor.

1491  
1492 c. Human Resources Management

1493 • Obligation for Facility Health Unit Administration – Each Vendor shall identify a  
1494 management staff member for each facility who shall be responsible to the Vendor for  
1495 corporate and administrative functions related to contract implementation and for  
1496 liaison activities with the Bureau Chief, with his/her job description subject to advance  
1497 written approval by Bureau Chief. The Vendors are responsible for daily communication  
1498 with the BCHS according to the established protocols for communication developed by  
1499 the Vendor and approved by the Bureau Chief.

1500 • Recruitment and Retention – The Vendor is responsible for providing staff to the  
1501 DDOC under this solicitation and must have a continuously active recruitment and  
1502 retention operation designed to attract qualified health professionals and keep all  
1503 positions filled, especially clinical positions. The plan must be in writing and accepted by  
1504 the Bureau Chief.

1505 • New Employee/Contractor Training and Unit Orientation

1506 • Each Vendor responsible for providing staff under this solicitation must have a  
1507 written New Employee Orientation and Training Plan and a system for quickly  
1508 moving new employees through the training. The Vendor must work closely with  
1509 the Bureau Chief to coordinate Vendor's orientation and training programs with  
1510 DDOC mandatory new contractor training/orientation modules. In addition, the  
1511 Vendor must have a system for privileging licensed and certified health care  
1512 professionals that targets essential basics for safe offender care. A program for

1513 clinical skills update for all health professionals is also required in the written plan.  
1514 DDOC-approved suicide prevention training is mandatory for all on-site Vendor  
1515 employees.

- 1516 • As part of the plan, the Vendor must provide basic orientation training and  
1517 biennial updates to DDOC officers on the recognition of altered physical or mental  
1518 states associated with medical conditions.
- 1519 • The Vendor will be held accountable for providing monthly updates  
1520 (electronically) on DDOC staff orientation and training including specific  
1521 training/orientation by facility and the individuals involved.

- 1522 • Staffing
  - 1523 • DDOC has provided minimal staffing requirements as set forth in Appendix G  
1524 (Vendor Staffing Requirements). Staffing volume and coverage are subject to change  
1525 by BCHS based on subsequent analysis of staffing needs. DDOC will not pay staffing  
1526 costs for positions that are not filled. DDOC will actively monitor vendors staffing  
1527 levels on an ongoing basis and make a Management Fee price adjustment to the  
1528 monthly invoiced amount to eliminate payments for unfilled positions. Any  
1529 adjustments will be retroactive to the date when the position became vacant and  
1530 will continue until the position is filled. The vendor may propose alternative  
1531 methods for enforcing adequate staffing levels.
  - 1532 • The Vendor will be required to provide service coverage at all facilities based on  
1533 the services stipulated in this contract.
  - 1534 • Every staff position not filled will have a Management Fee price adjustment.  
1535 Initial staff positions will be filled within 45 days of the contract start, and staff  
1536 resignations will be filled within 45 days of the last day the staff member works. The  
1537 Management Fee price adjustment will be based upon a per diem reduction of the  
1538 position salary. The vendor may temporarily fill a physician/APN/PA position with a  
1539 locum tenens without incurring a price adjustment or a PRN Nurse for short-term if  
1540 the goal is long-term employment.

1541

1542 d. Credentialing and Privileging of Professional Staff (initial and ongoing)

- 1543 • The Vendor responsible for providing staff under this solicitation shall have a  
1544 system for credentialing and privileging staff that is approved by the Bureau Chief.  
1545 Each off-site service requiring licensure and certification in the State of Delaware  
1546 used by any Vendor shall have that licensure or certification on file and be in good  
1547 standing without practice restrictions
- 1548 • In addition, BCHS has a privileging process that reviews the credentials of each of  
1549 the licensed providers and grants site-specific privileges to the provider.

1550

1551 e. Work Hours Required On-Site

- 1552 • A 40-hour week is full-time. Meal breaks shall not be reimbursed. Credit for filling a  
1553 post is given when an individual reports for duty at the facility to provide clinical service.  
1554 Travel time is not considered as time worked with regard to the staffing hours.
- 1555 • All full-time hours shall be spent on-site at a facility, except as is otherwise expressly  
1556 agreed to in writing by the Bureau Chief. Vendor must supply written documentation  
1557 detailing schedules which are not consistent with the 40 hour week. Facility staffing  
1558 work schedules may be modified only upon prior written agreement between the DDOC  
1559 BCHS and the Vendor. The Vendor must obtain approval for any Vendor staff off-site  
1560 training time. The maximum allowable training time per individual clinical staff member

1561 is 40 hours per year. Staff training planned for Vendor's non-clinical staff must be clearly  
1562 presented in Vendor's response to this RFP. The DDOC will not count staff time in  
1563 attendance at off-site meetings unless so authorized in advance by the DDOC BCHS.  
1564

1565 f. Offender Grievances and Inquiries/Complaints Regarding Offender Care

1566 • The Vendor will respond to all complaints and inquiries received from the DDOC BCHS  
1567 pertaining to health care-related problems, with a comprehensive written response to  
1568 the complaint to ensure the problems are addressed and resolved. The Vendor's site-  
1569 specific procedures must mirror those of the DDOC. The Vendor must comply with all  
1570 DDOC offender complaint/grievance procedures as referenced in DDOC policy. The  
1571 Vendor must utilize DACS for grievance initiation and follow-up documentation.

1572 • Each Vendor will maintain comprehensive monthly information on all grievances filed  
1573 and actions taken at each institution, in the format that is specified by the DDOC and  
1574 provide monthly summaries as a part of the Monthly Health Services Report. The DDOC  
1575 reserves the right to review any offender complaint and the Vendor's actions. The  
1576 Vendor must implement DDOC recommendations in disputed cases. No additional costs  
1577 to the DDOC will be permitted in such cases.

1578 • The Vendor must ensure that every effort is made to resolve grievances at the local  
1579 level. For every grievance that must be resolved outside an institution, at the BGO/BC  
1580 level, a Management Fee price adjustment will be charged against the monthly invoice  
1581 at the rate of \$250 for each grievance not resolved at the local level at the discretion of  
1582 the Bureau Chief.  
1583

1584 g. Policies, Procedures, and Guidelines/Protocols

1585 • The Vendor will follow all DDOC, BOP, BCHS policies and procedures. The Vendor will  
1586 develop site-specific procedures and guidelines/protocols for all facilities at the  
1587 beginning of the contract. They must be submitted to the DDOC for approval within 90  
1588 days of contract award and must meet NCCHC and ACA standards and be consistent  
1589 with DDOC policies and procedures. The Vendor will provide the DDOC with a sufficient  
1590 number of copies of their policies, procedures, protocols and guidelines as is necessary  
1591 to supply DDOC administrators. All changes/revisions shall be supplied 30 days prior to  
1592 the intended initiation of such changes/revisions and be approved by the BCHS. Copies  
1593 of annual review sheets referenced in the NCCHC, ACA standards must also be supplied.  
1594 All Vendor policies and procedures are subject to final approval by the DDOC.  
1595

1596 h. Continuous Quality Improvement

1597 • The Vendor shall have a written continuous quality improvement system showing the  
1598 continuous emphasis on quality it dedicates to all programs and services provided. The  
1599 program shall be evidence-based, i.e., it shall be supportable by data collected and  
1600 compiled by the Vendor on all service areas it provides under this contract. While  
1601 utilization plays a role in the efficiency of services provided, quality indicators in the  
1602 form of Outcome Measures must be established in coordination with the DDOC to  
1603 ensure both efficiency and quality. The Vendor will work with the DDOC through its  
1604 quality committee to develop a common form, format, and schedule for quality  
1605 improvement reporting to ensure a system and tools for monitoring Vendor's efficiency,  
1606 effectiveness, and quality of services. Monthly reporting to the Bureau Chief is  
1607 mandatory and must be received prior to the Vendor receiving payment for the

1608 reporting month. The goal is to ensure adequate access to care for offenders with  
1609 serious medical illness, to improve offender outcomes, and to meet NCCHC standards.

1610  
1611  
1612

1613 i. Morbidity and Mortality Review

1614 • The Vendor providing on-site clinical staff must provide clinical participation in the  
1615 DDOC Morbidity and Mortality Review Committee meetings consistent with DDOC  
1616 Policy, NCCHC and ACA Standards.

1617  
1618

1619 j. Post-Critical Incident Review

1620 • The Vendor must participate in the DDOC post-critical incident review process as  
1621 defined in DDOC policies.

1622  
1623

1624 k. Risk Management

1625 • Risk Management is an essential administrative adjunct component to a clinical CQI  
1626 system. Data from CQI activities, Morbidity and Mortality Review, and Post-Incident  
1627 Review must be analyzed to review issues and determine trends that would suggest  
1628 opportunities for improvement. The Vendor shall work with the DDOC BCHS to develop  
1629 and supply these reports. Reports should be free of individual offender identifiers and  
1630 be used for the purpose of rapid problem identification and resolution following a  
1631 business case scenario.

1632

1633 l. Informed Consent/Right to Refuse Treatment

1634 • To ensure that the offender receives the material facts about the nature,  
1635 consequences and risks of any proposed treatment, examination, or procedure and the  
1636 alternatives to the same, a written informed consent will be obtained according to  
1637 DDOC Policy, using DDOC forms.

1638 • In every case in which the offender, after having been informed of the condition and  
1639 the treatment prescribed, refuses treatment, the refusal must be in writing according to  
1640 DDOC Policy, using DDOC forms.

1641  
1642

1643 m. Tool (Sharps and Equipment) Inventory and Security Clearances

1644 • The Vendor will provide BCHS and the Security Superintendent or designated officer of  
1645 each site an inventory of tools, sharps, medical equipment and medicine on a monthly  
1646 basis. The Vendor will develop and implement procedures for sharps, equipment and  
1647 medicine control, including dental tools, syringes and keys that are compatible with  
1648 state and Federal regulations and laws and acceptable to the DDOC. The DDOC has the  
1649 right to inspect inventory logs.

1650 • Security/privileged information pertaining to the DDOC, institutional security, offender  
1651 health care, or Vendor will only be released on a need-to-know basis after appropriate  
1652 DDOC authorization or pursuant to law.

1653 • The Vendor will be responsible for ensuring that its personnel, including  
1654 subcontractors, adhere to the DDOC's training, security and clearance procedures. Any  
1655 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

1656 will comply with all DDOC and institution security operating policies and procedures.  
1657 Violations may result in the employee being denied access to the institution. In this  
1658 event, the Vendor will provide alternate personnel (subject to DDOC approval) to supply  
1659 uninterrupted services.  
1660

1661 **III. Pricing and Payment**

1662 NOTE: All price terms are for evaluation purposes only and do not reflect any specific offer or  
1663 acceptance until final negotiation of the contract.

1664  
1665 **Absolute transparency in contractor overhead**

1666  
1667 1. All Vendors providing on-site staffing must provide sufficient detail to their proposals so as to clearly  
1668 identify all costs associated with contractual operations. Bids which do not contain the following items  
1669 shall be deemed non-responsive;

- 1670  
1671 a. Staffing costs by position type and count, by facility; aggregate subtotals by position type  
1672 (count and cost) by facility, and then by statewide total by position type (count and cost), and  
1673 Grand Total. Each position proposed must show the hourly rate per position.  
1674
- 1675 b. Other operating costs must be estimated for Durable Medical Goods and Medical Supplies.  
1676
- 1677 c. The contract Administrative fee, while including the fixed profit percentage, must be  
1678 separated out from the other costs.  
1679
- 1680 d. Each Vendor must provide information on the percentage profit they are proposing in their  
1681 application.  
1682
- 1683 e. Any inflation factors intended to be used must be presented along with the justification for  
1684 using them and methodology of their application.  
1685
- 1686 f. The DDOC will consider incentives proposed by the Vendor for maintaining the quality of  
1687 clinical outcomes based on measurable indicators. The Vendor must be specific on the  
1688 methodology for collecting measuring the outcomes and the outcomes indicators must be based  
1689 on standards acceptable to the Bureau Chief, Healthcare Services.  
1690

1691 Note: The State highly encourages modifications to this model if, and only if, there is a clear advantage  
1692 to the State. The Vendors must propose any modifications to the proposal. For example; Vendors may  
1693 submit pricing models that include discounts to the State for longer term contracts; models that include  
1694 incentives for documentable events such as maintaining no backlog of dental or medical services, all sick  
1695 call visits resolved within 24 hours of request, etc.; or models with and without penalties for staffing  
1696 shortages, service backlogs, etc. Such models must have the same transparency as the pricing model  
1697 above, including clear declaration of the costs and profit margins anticipated by the model.  
1698

1699 2. Vendor pricing shall be as follows:

- 1700 a. Total pricing shall include base cost (actual acquisition cost) of type of service to be provided  
1701 plus management fee per offender per month. Separate proposals offering other pricing options  
1702 of markup percentage (%) or service fee per offender or service may also be offered and are  
1703 encouraged.  
1704
- 1705 b. Alternative cost proposals may be offered in addition to the form and format required. DDOC  
1706 also highly encourages proposals which allow for a price reduction in exchange for a long-term  
1707 contract of various lengths.  
1708

1709 c. Management fee per offender per month – Management fee will include the cost of the  
1710 entire program, e.g. equipment, overhead, distribution, labor, taxes. (All proposals must include  
1711 this option).  
1712

1713 d. Mark-up percentage (%): Vendor, at its discretion may present sliding percentage based upon  
1714 total annual net service expense and contract length.  
1715

1716 e. Vendor's price adjustments will be restricted to the base cost of the service provided. Price  
1717 adjustments, if requested, will be supported by appropriate documentation. Price adjustments  
1718 will not include the mark-up percentage for service fee or increase of management fee per  
1719 offender unless originally specified as an annual escalator in a multi-year proposal.  
1720

1721 f. Any rebates or discounts will not be shared, but must be identified as part of the pricing  
1722 structure.  
1723

1724 g. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from any Vendor's  
1725 providers or suppliers.  
1726

1727 h. Vendor shall detail all on-going training, systems/equipment maintenance or other costs  
1728 associated with this contract.  
1729

1730 3. Service Fee per offender – Service fee will include the cost of the entire program, e.g. equipment,  
1731 overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement  
1732 of product and ongoing service of the contract (i.e. one-time start-up costs).  
1733

#### 1734 4. Specialty Consultation 1735

1736 a. Costs associated with the provision of the network must be separately identified in the pricing  
1737 proposal. The State prefers a cost-based model of services plus a visible fixed administrative/  
1738 management fee which includes overhead and profit. A standard percentage of Medicaid  
1739 charges are preferred for all services but the Vendor's proposal must offer discounts below  
1740 standard reasonable and customary charges.  
1741

1742 b. The cost mechanism will be a cost-based system that provides incentive to reduce the costs of  
1743 care.  
1744

1745 Note: Again the State highly encourages modifications to this model if, and only if, there is a clear  
1746 advantage to the State.  
1747

#### 1748 5. Offender Health Insurance 1749

1750 a. The Vendor will have a plan to seek and obtain payments and reimbursement from third-  
1751 party insurers for those offenders who are covered by health insurance including Medicaid. The  
1752 Vendor will credit the DDOC 100% of Medicaid costs. These credits will be included with the  
1753 Vendor's basic medical monthly services invoice/credits and will be clearly noted.  
1754

1755 b. The Vendor shall gather the information needed to process claims and retain such  
1756 information for auditing and inspection by DDOC. The Vendor is invited to propose alternative

1757 methods, subject to the approval of the DDOC for retrieving and accounting for insurance re-  
1758 imbursements provided to cover offender healthcare services.

1759

1760 **IV. Required Information**

1761 The following information shall be provided in each proposal in the order listed below. Failure to  
1762 respond to any request for information within this proposal may result in rejection of the proposal at  
1763 the sole discretion of the DDOC.

1764

1765 **A. Minimum Requirements**

1766 1. Delaware business license: Provide evidence of a Delaware business license or evidence of an  
1767 application to obtain the business license.

1768

1769 2. Professional liability insurance: Provide evidence of professional liability insurance in the amount of  
1770 \$5,000,000.00.

1771

1772 3. Vendors must demonstrate that they have had at least 3 years' experience in correctional health care  
1773 or 3 years' experience in medical, dental, pharmaceutical, Medical Specialty Consultation, Woman's  
1774 health care and utilization review in Delaware.

1775

1776 **B. General Evaluation Requirements**

1777 1. Corporate Experience: Company's overall related work experience which meets qualifications of the  
1778 RFP, experience in providing correctional health care programs for offender populations up and  
1779 exceeding 7,000, and current experience in providing them in facilities that are ACA, NCCHC, or JCAHO  
1780 accredited or providing health care in Delaware; experience in utilization management and in producing  
1781 cost savings while maintaining appropriate offender outcomes. Experience should be demonstrated by  
1782 providing information separately for infirmary and hospital care in the following areas:

1783

- Admissions per 1,000 offenders or offenders: infirmary, hospital

1784

- Offender days per 1,000 offenders or offenders: infirmary, hospital

1785

- Average length of offender stay: infirmary, hospital

1786

- Average length of offender chemical dependency withdrawal

1787

- Chemical dependency withdrawal per 1,000 offenders or offenders

1788

- If the Vendor has clinical experience in Delaware, the Vendor must provide the above based  
1789 information on that clinical experience.

1790

1791 2. In addition, the Vendor should provide a brief description of current or past services similar to those  
1792 proposed, indicating success of those services and target population served by the Vendor. Include the  
1793 number of offenders (offenders) served and a brief description of the types of services provided. Include  
1794 a summary of the Vendor's current and recent history of past performances related to correctional or  
1795 clinical health care including all contracts awarded in the past five years.

1796

- Indicate capacity to successfully manage proposed services.

1797

- Specify corporate experience in providing correctional or clinical health care. Include in your  
1798 discussion the number of employees in the firm, annualized dollars of payroll, and number of  
1799 years in business.

1798

1799

- Specify facilities that the Vendor operates that are currently accredited and non-accredited.

1800

Include the following information:

1801

- Name of facility, accrediting agency (e.g., ACA, NCCHC, JCAHO), and dates of re-  
1802 accreditation. List any facilities that have lost accreditation and the reason why.

1802

1803

- 1804 • List all fines which exceed \$1,000, incurred under other contracts for non-
- 1805 performance of duties, in whole or in part, within the last three years.
- 1806 • List all contracts on which you experienced a loss of funds due to fines, delay damages,
- 1807 liquidated damages, and/or forfeiture of performance or proposal bonds in whole or in
- 1808 part.
- 1809 • Submit the names, business addresses, telephone numbers, and fax numbers of at
- 1810 least five of your major suppliers and/or sub vendors in the last five years.
- 1811 • Name of any facilities owned or operated by Vendor that are on probation.
- 1812 • Provide the most recent NCCHC or another accreditation agency survey for all
- 1813 facilities.
- 1814

1815 3. Quality of Response: Understanding of project requirements and ability to clearly describe how their  
1816 program will meet RFP objectives. Implies judgment of evaluators on how reasonable the Vendor's plan  
1817 is given particular requirements of the Delaware correctional system. In addition, pricing models will be  
1818 considered.

1819  
1820 4. Corporate Capability: Financial stability as determined by review of financial information provided by  
1821 the Vendor; perceived ability to start up and manage the program in the time required using the staff,  
1822 structure and phase in required in the RFP. Financial stability should be demonstrated through  
1823 production of balance sheets and income statements or other generally accepted business record for  
1824 the last 3 years that includes the following: the Vendor's Earnings Before Interest & Taxes, Total Assets,  
1825 Net Sales, Market Value of Equity, Total Liabilities, Current Assets, Current Liabilities, and Retained  
1826 Earnings.

- 1827 • In addition to financial information, discuss any corporate reorganization or restructuring that
- 1828 has occurred within the last three years and discusses how the restructuring will impact the
- 1829 Vendor's ability to provide services proposed. Also disclose the existence of any related entities
- 1830 (sharing corporate structure or principal officers) doing business in the field of correctional
- 1831 health care. The DDOC reserves the right to terminate the contract, based upon merger or
- 1832 acquisition of the Vendor, during the course of the contract. Include a description of any current
- 1833 or anticipated business or financial obligations, which will coincide with the term of this
- 1834 contract.
- 1835

1836 5. Price: Relative cost-effectiveness of service offered in the proposal based on the total dollar figure for  
1837 delivery of all services for the contract period. Explains how pricing model affords lowest cost without  
1838 sacrificing quality. "What if" scenarios should be run to fully evaluate each proposed model should  
1839 actual prices be above or below the proposed target. The transparency of the different pricing models  
1840 will also be considered.

1841  
1842 6. References: Verified customer and subcontractors' references from similar operations based on the  
1843 reported degree of satisfaction of services. Consider significance of reported performance against  
1844 contract requirements and litigation, past and current, and success in obtaining and maintaining NCCHC  
1845 or similar standards in correctional systems of similar scope.

1846

## 1847 **V. Professional Services RFP Administrative Information**

### 1848 A. RFP Issuance

1849 1. Obtaining Copies of the RFP - This RFP is available in electronic form through the State of Delaware,  
1850 Government Support Services website at <http://bids.delaware.gov>. Paper copies of this RFP will be  
1851 available upon written request sent to:

1852  
1853 Department of Correction  
1854 Attn: Erika Martine-Duquette, Purchasing Services Administrator  
1855 245 McKee Road  
1856 Dover, DE 19904  
1857

1858 B. Public Notice

1859 1. Public notice has been provided in accordance with 29 Del. C. § 6981.  
1860

1861 2. No Press Releases or Public Disclosure-Vendors may not release any information about this RFP. The  
1862 DDOC reserves the right to pre-approve any news or advertising releases concerning this RFP, the  
1863 resulting contract, the work performed, or any reference to the State of Delaware or the DDOC with  
1864 regard to any project or contract performance. Any such news or advertising releases pertaining to this  
1865 RFP or resulting contract shall require the prior express written permission of the DDOC.  
1866

1867 C. Assistance to Vendors with a Disability – Vendors with a disability may receive accommodation  
1868 regarding the means of communicating this RFP or participating in the procurement process. For more  
1869 information, contact the Designated Contact no later than ten days prior to the deadline for receipt of  
1870 proposals.  
1871

1872 D. RFP Designated Contact

1873 1. All requests, questions, or other communications about this RFP shall be made in writing to the DDOC.  
1874 Address all communications to the person listed below; communications made to other State of  
1875 Delaware personnel or attempting to ask questions by phone or in person will not be allowed or  
1876 recognized as valid and may disqualify the Vendor. Vendors should rely only on written statements  
1877 issued by the RFP designated contact.  
1878

1879 James C. Welch, RN, HNB-BC,  
1880 Department of Correction  
1881 245 McKee Road  
1882 Dover, DE 19904  
1883 james.welch@state.de.us  
1884

1885 2. To ensure that written requests are received and answered in a timely manner, electronic mail (e-  
1886 mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can  
1887 also be used.  
1888

1889 E. Consultants and Legal Counsel – The DDOC may retain consultants or legal counsel to assist in the  
1890 review and evaluation of this RFP and the Vendors’ responses. Vendors shall not contact the DDOC  
1891 consultant or legal counsel on any matter related to the RFP.  
1892

1893 F. Contact with State Employees – Direct contact with DDOC employees other than the DDOC  
1894 Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly  
1895 contacting State of Delaware employees risk elimination of their proposal from further consideration.  
1896 Exceptions exist only for organizations currently doing business in the State who require contact in the  
1897 normal course of doing that business.  
1898

1899 G. Organizations Ineligible to Bid – Any individual, business, organization, corporation, consortium,  
1900 partnership, joint venture, or any other entity including subcontractors currently debarred or suspended  
1901 by the Federal government, any state or municipality is ineligible to bid. Any entity ineligible to conduct  
1902 business in the State of Delaware for any reason is ineligible to respond to the RFP.

1903  
1904 H. Exclusions

1905 1. The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a Vendor or  
1906 its principals who:

1907 a. Has been convicted for commission of a criminal offense as an incident to obtaining or  
1908 attempting to obtain a public or private contract or subcontract, or in the performance of the  
1909 contract or subcontract;

1910  
1911 b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery,  
1912 falsification or destruction of records, receiving stolen property, or other offense indicating a  
1913 lack of business integrity or business honesty that currently and seriously affects responsibility  
1914 as a State Vendor;

1915  
1916 c. Has been convicted or has had a civil judgment entered for a violation under State or Federal  
1917 antitrust statutes;

1918  
1919 d. Has violated contract provisions such as:  
1920 • Knowing failure without good cause to perform in accordance with the specifications  
1921 or within the time limit provided in the contract; or  
1922 • Failure to perform or unsatisfactory performance in accordance with terms of one or  
1923 more contracts;  
1924 • Has violated ethical standards set out in law or regulation;  
1925 • Any other cause listed in regulations of the State of Delaware determined to be  
1926 serious and compelling as to affect responsibility as a State Vendor, including  
1927 suspension or debarment by another governmental entity for a cause listed in the  
1928 regulations, and  
1929 • Has been found liable for violations of any State or Federal False Claim Act.

1930  
1931 I. RFP Submissions – Acknowledgement of Understanding of Terms – By submitting a bid, each Vendor  
1932 shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms,  
1933 schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

1934  
1935 J. Proposals

1936 1. To be considered, all proposals must be submitted in writing and respond to the items outlined in this  
1937 RFP. DDOC reserves the right to reject any non-responsive or non-conforming proposals. Each proposal  
1938 must be submitted with 11 paper copies and 11 electronic copies on CD.

1939  
1940 2. All properly sealed and marked proposals are to be sent to the DDOC and received no later than **4 PM**  
1941 **EST on October 18, 2013**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US  
1942 Mail, or by hand to:

1943  
1944 James C. Welch, RN, HNB-BC,  
1945 Department of Correction  
1946 245 McKee Road Dover, DE 19904

1947 3. Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must  
1948 be received at the above address no later than **4 PM EST on October 18, 2013**. Any proposal received  
1949 after this date and time shall not be considered and shall be returned unopened. The proposing Vendor  
1950 bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made  
1951 available to competing entities during the negotiation process.  
1952

1953 4. Upon receipt of Vendor proposals, each Vendor shall be presumed to be thoroughly familiar with all  
1954 specifications and requirements of this RFP. The failure or omission to examine any form, instrument or  
1955 document shall in no way relieve Vendors from any obligation in respect to this RFP.  
1956

1957 K. Proposal Modifications – Any changes, amendments or modifications to a proposal must be made in  
1958 writing, submitted in the same manner as the original response and conspicuously labeled as a change,  
1959 amendment or modification to a previously submitted proposal. Changes, amendments or modifications  
1960 to proposals shall not be accepted or considered after the hour and date specified as the deadline for  
1961 submission of proposals.  
1962

1963 L. Proposal Costs and Expenses – The DDOC will not pay any costs incurred by any Vendor associated  
1964 with any aspect of responding to this solicitation, including proposal preparation, printing or delivery,  
1965 attendance at Vendor’s conference, system demonstrations or negotiation process.  
1966

1967 M. Proposal Expiration Date – Prices quoted in the proposal shall remain fixed and binding on the  
1968 Vendor at least through six months. The DDOC reserves the right to ask for an extension of time if  
1969 needed.  
1970

1971 N. Late Proposals – Proposals received after the specified date and time will not be accepted or  
1972 considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked  
1973 with the proposal title, Vendor name, and time and date of the proposal opening. Evaluation of the  
1974 proposals is expected to begin shortly after the proposal due date. To document compliance with the  
1975 deadline, the proposal will be date and time stamped upon receipt.  
1976

1977 O. Proposal Opening

1978 1. The DDOC will receive proposals until the date and time shown in this RFP. Proposals will be opened  
1979 only in the presence of the DDOC personnel. Any unopened proposals will be returned to Vendor.  
1980

1981 2. There will be no public opening of proposals but a public log will be kept of the names of all Vendor  
1982 organizations that submitted proposals. The contents of any proposal shall not be disclosed to  
1983 competing Vendors prior to contract award.  
1984

1985 P. Non-Conforming Proposals – Non-conforming proposals will not be considered. Non-conforming  
1986 proposals are defined as those that do not meet the requirements of this RFP. The determination of  
1987 whether an RFP requirement is substantive or a mere formality shall reside solely within the DDOC.  
1988

1989 Q. Concise Proposals – The DDOC discourages overly lengthy and costly proposals. It is the desire that  
1990 proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or  
1991 other promotional materials beyond those sufficient to present a complete and effective proposal are  
1992 not desired. The State of Delaware’s interest is in the quality and responsiveness of the proposal.  
1993  
1994

1995 R. Realistic Proposals  
1996 1. It is the expectation of the DDOC that Vendors can fully satisfy the obligations of the proposal in the  
1997 manner and timeframe defined within the proposal. Proposals must be realistic and must represent the  
1998 best estimate of time, materials and other costs including the impact of inflation and any economic or  
1999 other factors that are reasonably predictable.

2000  
2001 2. The DDOC shall bear no responsibility or increased obligation for a Vendor's failure to accurately  
2002 estimate the costs or resources required to meet the obligations defined in the proposal.

2003  
2004 S. Confidentiality of Documents

2005 1. All documents submitted as part of the Vendor's proposal will be deemed confidential during the  
2006 evaluation process to the extent permitted by law. Vendor proposals will not be available for review by  
2007 anyone other than the DDOC/Proposal Evaluation Team or its designated agents. There shall be no  
2008 disclosure of any Vendor's information to a competing Vendor prior to award of the contract unless  
2009 required by law.

2010  
2011 2. The DDOC is a public agency as defined by State law, and as such, it is subject to the Delaware  
2012 Freedom of Information Act, 29 Del. C. Ch. 100. Under State law, the majority of DDOC's records are  
2013 presumptively confidential. See 11 Del. C. § 4322 and are usually not subject to inspection and copying  
2014 by any person. Vendor(s) are advised that once a proposal is received by the DDOC and a decision on  
2015 contract award is made, its contents may become public record and nothing contained in the proposal  
2016 will be deemed to be confidential unless supported by law.

2017  
2018 3. Vendor(s) shall not include any information in its proposal that is proprietary in nature or that it  
2019 would not want to be released to the public. Proposals must contain sufficient information to be  
2020 evaluated and a contract written without reference to any proprietary information. If a Vendor feels  
2021 that it cannot submit its proposal without including proprietary information, it must adhere to the  
2022 following procedure or their proposal may be deemed unresponsive and will not be recommended for  
2023 selection. Vendor(s) must submit any required proprietary information in a separate, sealed envelope  
2024 labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the  
2025 Vendor's legal counsel describing the documents in the envelope, representing in good faith that the  
2026 information in each document is not "public record" as defined by 29 Del. C. § 10002(g), and briefly  
2027 stating the reasons that each document meets the said definitions. The opinions of Vendor's legal  
2028 counsel shall not be binding upon DDOC.

2029  
2030 4. Upon receipt of a proposal accompanied by such a separate, sealed envelope, the DDOC will open the  
2031 envelope to determine whether the procedure described above has been followed.

2032  
2033 T. Multi-Vendor Solutions (Joint Ventures)

2034 1. Multi-Vendor solutions will be allowed only if one of the venture partners is designated as the "prime  
2035 contractor". The "prime contractor" must be the joint venture's contact point for the DDOC and be  
2036 responsible for the joint venture's performance under the contract, including all project management,  
2037 legal and financial responsibility for the implementation of all Vendor's systems. If a joint venture is  
2038 proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners  
2039 must be submitted with the proposal. Services specified in the proposal shall not be subcontracted  
2040 without prior written approval by the DDOC, and approval of a request to subcontract shall not in any  
2041 way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the

2042 work. Further, Vendor shall be and remain liable for all damages to the DDOC caused by negligent  
2043 performance or non-performance of work by its subcontractor or its sub-subcontractor.  
2044

2045 2. Multi-Vendor proposals must be a consolidated response with all cost included in the cost summary.  
2046 Where necessary, RFP response pages are to be duplicated for each Vendor.  
2047

2048 U. Primary Vendor

2049 1. The DDOC expects to negotiate and contract with only one “Primary Vendor”. The DDOC will not  
2050 accept any proposals that reflect an equal teaming arrangement or from Vendors who are co-bidding on  
2051 this RFP. The Primary Vendor will be responsible for the management of all subcontractors.  
2052

2053 2. Any contract that may result from this RFP shall specify that the Primary Vendor is solely responsible  
2054 for fulfillment of any contract with the DDOC as a result of this procurement. The DDOC will make  
2055 contract payments only to the awarded Vendor. Payments to any-subcontractors are the sole  
2056 responsibility of the Primary Vendor.  
2057

2058 V. Sub-Contracting

2059 1. The Vendor selected shall be solely responsible for contractual performance and management of all  
2060 subcontract relationships. This contract allows subcontracting assignments; however, Vendors assume  
2061 all responsibility for work quality, delivery, installation, maintenance, and any supporting services  
2062 required by a subcontractor.  
2063

2064 2. Use of subcontractors must be clearly explained and identified by name in the proposal. The Primary  
2065 Vendor shall be wholly responsible for the entire contract performance whether or not subcontractors  
2066 are used. Use of subcontractors must be clearly explained in the proposal, and subcontractors must be  
2067 identified by name. Any subcontractors must be approved by DDOC. DDOC may unilaterally terminate  
2068 any approved sub-contractor through the procedures set forth in the termination provisions set forth at  
2069 paragraph VI(J)(5)(o) and (p).  
2070

2071 3. Any sub-contractors must be approved by DDOC.  
2072

2073 W. Multiple Proposals – A primary Vendor may not participate in more than one proposal in any form.  
2074 Sub-contracting Vendors may participate in multiple joint venture proposals.  
2075

2076 X. Discrepancies and Omissions

2077 1. Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining  
2078 this RFP and all addenda. Failure to do so will be at the sole risk of Vendor. Should Vendor find  
2079 discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise  
2080 concerning this RFP, Vendor shall notify the DDOC’s Designated Contact, in writing, of such findings at  
2081 least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will  
2082 also help prevent the opening of a defective proposal and exposure of Vendor’s proposal upon which  
2083 award could not be made. All unresolved issues should be addressed in the proposal.  
2084

2085 2. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if  
2086 these faults have not been brought to the attention of the Designated Contact, in writing, no later than  
2087 ten (10) calendar days prior to the time set for opening of the proposals.  
2088  
2089

2090 Y. RFP Question and Answer Process  
2091 1. The DDOC will allow written requests for clarification of the RFP. Requests may be submitted either  
2092 electronically to [DOC\\_MedicalMail@state.de.us](mailto:DOC_MedicalMail@state.de.us) or by mail. All questions will be consolidated into a  
2093 single set of responses and posted on the Government Support Service's website at  
2094 <http://bids.delaware.gov> by 12:00 PM each Friday, with final set of consolidated answers posted by **4:00**  
2095 **PM EST** on Friday, **October 11, 2013**. Vendors' names will be removed from questions in the responses  
2096 released. Questions should be submitted in the following format. Deviations from this format will not be  
2097 accepted.

2098  
2099 RFP Section number  
2100 Page number, Paragraph number  
2101 Text of passage being questioned  
2102 Question  
2103

2104 2. Questions not submitted electronically shall be accompanied by a CD and questions shall be  
2105 formatted in Microsoft Word. Written questions will be accepted during the mandatory pre-bid  
2106 meeting. Written questions will also be accepted until **4:00PM EST** on **October 4<sup>th</sup>, 2013**.

2107  
2108 Z. DDOC's Right to Reject Proposals – The DDOC reserves the right to accept or reject any or all  
2109 proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether  
2110 they be in the DDOC's specifications or Vendor's response), to sit and act as sole judge of the merit and  
2111 qualifications of each product offered, or to solicit new proposals on the same project or on a modified  
2112 project which may include portions of the originally proposed project as the DDOC may deem necessary  
2113 in the best interest of the DDOC.

2114  
2115 AA. DDOC's Right to Cancel Solicitation

2116  
2117 1. The DDOC reserves the right to cancel this solicitation or portions thereof at any time during the  
2118 procurement process, for any reason or for no reason. The DDOC makes no commitments expressed or  
2119 implied, that this process will result in a business transaction with any Vendor.

2120  
2121 2. This RFP does not constitute an offer by the DDOC. Vendor's participation in this process may result in  
2122 the DDOC selecting the Vendor's organization to engage in further discussions and negotiations toward  
2123 execution of a contract. The commencement of such negotiations does not, however, signify a  
2124 commitment by the DDOC to execute a contract nor to continue negotiations. The DDOC may terminate  
2125 negotiations at any time and for any reason, or for no reason.

2126  
2127 BB. State's Right to Award Multiple Source Contracting – Pursuant to 29 Del. C. § 6986, the DDOC may  
2128 award a contract for a particular professional service to two or more Vendors if the agency head makes  
2129 a determination that such an award is in the best interest of the State of Delaware.

2130  
2131 CC. Notification of Withdrawal of Proposal

2132  
2133 1. Vendor may modify or withdraw its proposal by written request, provided that both proposal and  
2134 request is received by the DDOC prior to the proposal due date. Proposals may be re-submitted in  
2135 accordance with the proposal due date in order to be considered further.

2136

2137 2. Proposals become the property of the DDOC at the proposal submission deadline. All proposals  
2138 received are considered firm offers at that time.

2139  
2140 DD. Revisions to the RFP – If it becomes necessary to revise any part of the RFP, an addendum will be  
2141 posted on Government Support Service’s website at <http://bids.delaware.gov>. The DDOC is not bound  
2142 by any statement related to this RFP made by any State of Delaware employee, contractor, Vendor or its  
2143 agents.

2144  
2145 EE. Exceptions to the RFP – Any exceptions to the RFP, or the DDOC’s terms and conditions, must be  
2146 highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole  
2147 discretion of the Proposal Evaluation Team.

2148  
2149 FF. Award of Contract

2150  
2151 1. The Proposal Evaluation Team shall report to the DDOC its recommendation as to which Vendor(s) the  
2152 DDOC should negotiate for a possible award. The DDOC may negotiate with at least one of the qualified  
2153 Vendors and may negotiate with multiple Vendors at the same time. Once negotiations have been  
2154 successfully concluded, the DDOC shall notify the Vendors of its selection(s). The DDOC has the sole right  
2155 to select the successful Vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive,  
2156 to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to  
2157 award a contract, as a result of this RFP.

2158  
2159 2. Notice in writing to a Vendor of the acceptance of its proposal by the DDOC, the subsequent full  
2160 execution of a written contract and execution of a Purchase Order will constitute a contract, and no  
2161 Vendor will acquire any legal or equitable rights or privileges until the occurrence of these events. All  
2162 Vendor(s) will be notified of their selection status.”

2163  
2164 **VI. Proposal Evaluation Procedures**

2165  
2166 A. Basis of Award:

2167  
2168 1. The DDOC shall award this contract(s) to the most responsible and responsive Vendor(s) who best  
2169 meets the terms and conditions of the proposal. The award will be made on basis of corporate  
2170 experience, corporate capability, and quality of the Vendor’s response, price and references. The DDOC  
2171 is looking for best quality and value.

2172  
2173 2. The DDOC reserves the right to reject any or all proposals in whole or in part, to make multiple  
2174 awards, partial awards, award by types, item by item, or lump sum total, whichever may be most  
2175 advantageous to the State of Delaware. The intent though is to award this contract to the best value  
2176 Vendor(s).

2177  
2178 B. Proposal Evaluation Team – The Proposal Evaluation Team comprises of a group with expertise in  
2179 health care, procurement, contract management, budgeting, and technical operations. The Team shall  
2180 determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFP and  
2181 procedures established in 29 Del. C. §§ 6981 and 6982. The Team shall make a recommendation  
2182 regarding the award to the Commissioner of Correction who shall have final authority, subject to the  
2183 provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful Vendor in the best  
2184 interests of the State of Delaware.

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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 organizations, 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

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2. Criteria Weight

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:

| Category             | Description   | Weight |
|----------------------|---|--------|
| Corporate Experience | 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 | 10     |
| 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 DE correctional system   | 10     |
| 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  | 10     |
| Price                | 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. "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 pricing models will also be considered                 | 10     |
| References           | 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   | 10     |
| Maximum Total Score  |   | 50     |

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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.

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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.

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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

2383 premiums or any income or other similar taxes. It may be at the DDOC’s discretion as to the  
2384 location of work for the contractual support personnel during the contract period.

2385  
2386 b. Non-Appropriation – In the event the General Assembly fails to appropriate the specific funds  
2387 necessary to enter into or continue the contractual agreement, in whole or part, the agreement  
2388 shall be terminated as to any obligation of the State requiring the expenditure of money at the  
2389 end of the last fiscal year for which no appropriation is available or upon the exhaustion of  
2390 funds.

2391  
2392 c. Licenses and Permits

2393  
2394 i. In performance of the contract, the Vendor will be required to comply with all  
2395 applicable Federal, State and local laws, ordinances, codes, and regulations. The cost of  
2396 permits and other relevant costs required in the performance of the contract shall be  
2397 borne by the successful Vendor. The Vendor shall be properly licensed and authorized to  
2398 transact business in the State of Delaware as provided in 30 Del. C. § 2301.

2399  
2400 ii. Prior to receiving an award, the successful Vendor shall either furnish the DDOC with  
2401 proof of State of Delaware Business Licensure or initiate the process of application  
2402 where required. An application may be requested in writing to: Division of Revenue,  
2403 Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by  
2404 telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-  
2405 8205— Licensing Department. Information regarding the award of the contract will be  
2406 given to the Division of Revenue. Failure to comply with the State of Delaware licensing  
2407 requirements may subject Vendor to applicable fines and/or interest penalties.

2408  
2409 d. Security Clearance and Criminal History Check

2410  
2411 i. Possession of a security clearance, as issued by the Delaware Department of Public  
2412 Safety, Division of State Police, will be required of all employees, subcontractors, agents  
2413 or other persons performing work on any portion of this contract. (See 29 Del. C. §  
2414 8914).

2415  
2416 ii. DDOC will perform a criminal history background investigation shortly after the  
2417 contract is signed by all parties. If any of the Vendor’s staff has been convicted of a  
2418 crime, the DDOC has the option to terminate the contract immediately and shall not pay  
2419 for any time worked up to the time that this option is exercised.

2420  
2421 iii. The Vendor must inform the DDOC immediately if any new criminal charges are filed  
2422 against the Vendor or its staff, subcontractors, agents or other persons performing any  
2423 of the contracted services in any court in this or any other state or by the Federal  
2424 government. The DDOC reserves the right to immediately terminate the contract and  
2425 withhold payment for work completed to date under this provision.

2426  
2427 e. Mandatory Vendor Certification

2428  
2429 i. All invoices, reports, and documents provided in response to an audit, as well as any  
2430 documentation provided to DDOC pursuant to any contractual obligation, including any

2431 chart or compilation of data, report, or other document produced by the Vendor shall  
2432 contain the following certification:

2433  
2434 "I hereby certify that the information reported herein is true, accurate and  
2435 complete. I understand that these reports are made in support of claims for  
2436 government funds."

2437  
2438 ii. Any certification related to information and documents produced to the Department  
2439 shall be certified only by the Vendor's contract manager.

2440  
2441 f. Notice – Any notice to the DDOC required under the contract shall be sent by registered mail  
2442 to:

2443 James C. Welch, RN, HNB-BC,  
2444 Department of Correction  
2445 245 McKee Road  
2446 Dover, DE 19904

2447  
2448 g. Indemnification

2449  
2450 i. General Indemnification  
2451 Vendor will hold harmless, indemnify and defend the Department, the State of  
2452 Delaware and their agents, employees, or officers of the State of Delaware from any and  
2453 all suits, actions, losses, liability, damages (including punitive damages), expenses,  
2454 reasonable attorney fees (including salaries of attorneys regularly employed by the  
2455 State of Delaware), judgments, or settlements incurred by the Department, the State of  
2456 Delaware or their agents, employees, or officers arising out of the provision of services  
2457 by Vendor, its employees, or subcontractors under the contract, including direct or  
2458 indirect negligence or intentional acts of omission or commission, and professional  
2459 malpractice regardless of any negligence or any intentional act or omission by  
2460 employees or officials of the Department. The legal duties and responsibilities set forth  
2461 in this paragraph include the duty to cooperate with the Department, its employees,  
2462 and attorneys in the defense of any legal action against the State, its agents, employees,  
2463 or officers arising out of the provision of services by Vendor, which involve claims  
2464 related to an offender's medical care, or which require information or testimony from  
2465 Vendor's employees or contractors.

2466  
2467 ii. Proprietary Rights Indemnification  
2468 Vendor shall warrant that all elements of its solution, including all equipment, software,  
2469 documentation, services and deliverables, do not and will not infringe upon or violate  
2470 any patent, copyright, trade secret or other proprietary rights of any third party. In the  
2471 event of any claim, suit or action by any third party against the State of Delaware or  
2472 DDOC, the DDOC shall promptly notify the Vendor in writing and Vendor shall defend  
2473 such claim, suit or action at Vendor's expense, and Vendor shall indemnify the State of  
2474 Delaware and the DDOC against any loss, cost, damage, expense or liability arising out of  
2475 such claim, suit or action (including, without limitation, litigation costs, lost employee  
2476 time, and counsel fees) whether or not such claim, suit or action is successful.

2477

2478 If any equipment, software, services (including methods) products or other intellectual  
2479 property used or furnished by the Vendor (collectively ""Products") is or in Vendor's  
2480 reasonable judgment is likely to be, held to constitute an infringing product, Vendor  
2481 shall at its expense and option either:

- 2482 • Procure the right for the DDOC to continue using the Product(s);
- 2483 • Replace the product with a non-infringing equivalent that satisfies all the  
2484 requirements of the contract; or
- 2485 • Modify the Product(s) to make it or them non-infringing, provided that the  
2486 modification does not materially alter the functionality or efficacy of the product or  
2487 cause the Product(s) or any part of the work to fail to conform to the requirements  
2488 of the Contract, or only alters the Product(s) to a degree that the DDOC agrees to  
2489 and accepts in writing.

2490  
2491 h. Bonds and Insurance Company Qualifications – All required bonds (if bonds) and insurance  
2492 must be issued by companies which are A rated or higher by A.M. Best & Co., have a record of  
2493 successful continuous operation, are licensed, admitted, and authorized to do business in the  
2494 State of Delaware, and are approved by DDOC. Required coverage and limits must be put into  
2495 effect as of the effective date of the Contract and must remain in effect throughout the term of  
2496 the Contract, as determined by DDOC. The Successful Vendor must submit copies of each  
2497 required insurance contract, and any renewals thereof, to DDOC upon the DDOC's request. The  
2498 insurance policies must provide thirty (30) days' advance written notice of cancellation,  
2499 termination or failure to renew any policy.

2500  
2501 i. Performance Bond

2502  
2503 i. Upon notification of receiving the Contract award, the Successful Vendor will be  
2504 required to obtain a Performance Bond or other acceptable form of security in the  
2505 amount of 25% of the negotiated contract for every year of the Contract. The  
2506 Performance Bond may be paid in full or in part to DDOC if the Successful Vendor  
2507 defaults in the performance of the Contract or has occasioned uncompensated  
2508 liquidated damages.

2509  
2510 ii. The Performance Bond may be assessed liquidated damages if these damages have  
2511 not been received by the DDOC within thirty (30) calendar days of written notice to the  
2512 Successful Vendor that they have been incurred.

2513  
2514 iii. Other forms of security may be acceptable but are subject to DDOC's discretion.  
2515 Failure to post an additional bond or security within seven (7) days after notice that the  
2516 proposed security is inadequate shall be grounds for immediate termination of the  
2517 Contract.

2518  
2519 j. Insurance

2520  
2521 i. Vendor recognizes that it is operating as an independent contractor and that it is liable  
2522 for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or  
2523 settlements incurred by reason of injury to or death of any and all persons, or injury to  
2524 any and all property, of any nature, arising out of the Vendor's negligent performance  
2525 under this contract, and particularly without limiting the foregoing, caused by, resulting

2526 from, or arising out of any act of omission on the part of the Vendor in their negligent  
2527 performance under this contract.  
2528

2529 ii. The Vendor shall maintain such insurance as will protect against claims under  
2530 Worker’s Compensation Act and from any other claims for damages for personal injury,  
2531 including death, which may arise from operations under this contract. The Vendor is an  
2532 independent contractor and is not an employee of the State of Delaware.  
2533

2534 iii. During the term of this contract, the Vendor shall, at its own expense, carry insurance  
2535 minimum limits as follows:  
2536 • Comprehensive General Liability \$3,000,000  
2537 • Professional Liability/Misc. Error & Omissions/Product Liability  
2538 \$3,000,000/\$5,000,000  
2539

2540 iv. If the contractual service requires the transportation of DDOC offenders or staff, the  
2541 Vendor shall, in addition to the above coverage, secure at its own expense the following  
2542 coverage:  
2543 • Automotive Liability (Bodily Injury) \$100,000/\$300,000  
2544 • Automotive Property Damage (to others) \$ 25,000  
2545

2546 v. The Vendor shall provide a certificate of insurance as proof that the Vendor has the  
2547 required insurance.  
2548

2549 k. Performance Requirements – The selected Vendor will warrant that it possesses, or has  
2550 arranged through subcontractors, all capital and other equipment, labor, materials, and licenses  
2551 necessary to carry out and complete the work hereunder in compliance with any and all Federal  
2552 and State laws, and County and local ordinances, regulations and codes.  
2553

2554 l. Warranty – The Vendor will provide a warranty that the deliverables provided pursuant to the  
2555 contract will function as designed for a period of no less than one (1) year from the date of  
2556 system acceptance. The warranty shall require the Vendor correct, at its own expense, the  
2557 setup, configuration, customizations or modifications so that it functions according to the  
2558 DDOC’s requirements.  
2559

2560 m. Costs and Payment Schedules  
2561 i. All contract costs must be as detailed specifically in the Vendor’s cost proposal. No  
2562 charges other than as specified in the proposal shall be allowed without written consent  
2563 of the DDOC. The proposal costs shall include full compensation for all taxes that the  
2564 selected Vendor is required to pay.  
2565

2566 ii. The DDOC will require a payment schedule based on defined and measurable  
2567 milestones. Payments for services will not be made in advance of work performed. The  
2568 DDOC may require holdback of contract monies until acceptable performance is  
2569 demonstrated (as much as 25%).  
2570

2571 n. Penalties – The DDOC will include in the final contract penalty provisions for nonperformance,  
2572 e.g. staffing shortages and not meeting the Intake Screening Timeframes, such as liquidated

2573 damages. Any factually or legally applicable penalty or liquidated damage shall not be the  
2574 exclusive remedy available for breach of contract.

2575  
2576

2577 o. Termination for Cause

2578

2579 i. If for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper  
2580 manner its obligations under the contract, or if the Vendor violates any of the  
2581 covenants, agreements or stipulations of the contract, the DDOC shall thereupon have  
2582 the right to terminate the contract by giving written notice to the Vendor of such failure  
2583 and demand that such failure be cured within 30 days. If such obligations, covenants,  
2584 agreements or stipulations are not cured to the satisfaction of DDOC within 30 days  
2585 from the date of the notice, DDOC may terminate the contract with the Vendor by  
2586 providing a termination date no shorter than 90 days from the date the Vendor's  
2587 attempts at a cure have failed.

2588

2589 ii. In that event, all finished or unfinished documents, charts, data, studies, surveys,  
2590 drawings, maps, models, photographs and reports or other material prepared by the  
2591 Vendor under the contract shall, at the option of the DDOC, become its property, and  
2592 the Vendor shall be entitled to receive just and equitable compensation for any  
2593 satisfactory work completed on such documents and other materials which is useable to  
2594 the DDOC.

2595

2596 p. Termination for Convenience – The DDOC may terminate the contract at any time by giving  
2597 written notice of such termination and specifying the effective date thereof, at least one  
2598 hundred and twenty (120) days before the effective date of such termination. In that event, all  
2599 finished or unfinished documents, charts, data, studies, surveys, drawings, maps, models,  
2600 photographs and reports or other material prepared by the Vendor under the contract shall, at  
2601 the option of the DDOC, become its property, and the Vendor shall be entitled to compensation  
2602 for any satisfactory work completed on such documents and other materials which is useable to  
2603 the DDOC. If the contract is terminated by the DDOC as so provided, the Vendor will be paid an  
2604 amount which bears the same ratio to the total compensation as the services actually  
2605 performed bear to the total services of the Vendor as covered by the contract, less payments of  
2606 compensation previously made. Provided however, that if less than 60 percent of the services  
2607 covered by the contract have been performed upon the effective date of termination, the  
2608 Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of  
2609 pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during  
2610 the contract period which are directly attributable to the uncompleted portion of the services  
2611 covered by the contract.

2612

2613 q. Non-discrimination – In performing the services subject to this RFP the Vendor will agree that  
2614 it will not discriminate against any employee or applicant for employment because of race,  
2615 creed, color, sex or national origin. The successful Vendor shall comply with all Federal and State  
2616 laws, regulations and policies pertaining to the prevention of discriminatory employment  
2617 practice. Failure to perform under this provision constitutes a material breach of contract.

2618

2619 r. Covenant against Contingent Fees – The successful Vendor will warrant that no person or  
2620 selling agency has been employed or retained to solicit or secure this contract upon an

2621 agreement of understanding for a commission or percentage, brokerage or contingent fee  
2622 excepting bona-fide employees, bona-fide established commercial or selling agencies  
2623 maintained by the Vendor for the purpose of securing business. For breach or violation of this  
2624 warranty the DDOC shall have the right to annul the contract without liability or at its discretion  
2625 to deduct from the contract price or otherwise recover the full amount of such commission,  
2626 percentage, brokerage or contingent fee.

2627  
2628 s. Vendor Activity – No activity is to be executed in an off shore facility, either by a  
2629 subcontracted firm or a foreign office or division of the Vendor. The Vendor must attest to the  
2630 fact that no activity will take place outside of the United States in its transmittal letter. Failure to  
2631 adhere to this requirement is cause for elimination from future consideration.

2632  
2633 t. Work Product – All materials and products developed under the executed contract by the  
2634 Vendor are the sole and exclusive property of the State. The Vendor will seek written permission  
2635 to use any product created under the contract.

2636  
2637 u. Contract Documents – The RFP, the Vendor’s response to the RFP, the purchase order, the  
2638 executed contract, performance bond and any supplemental documents between the DDOC and  
2639 the successful Vendor shall constitute the contract between the DDOC and the Vendor. In the  
2640 event there is any discrepancy between any of these contract documents, the following order of  
2641 documents governs so that the former prevails over the latter: contract, DDOC’s RFP, Vendor’s  
2642 response to the RFP, performance bond any supplemental documents and purchase order. No  
2643 other documents shall be considered. These documents will constitute the entire agreement  
2644 between the DDOC and the Vendor.

2645  
2646 v. Applicable Law

2647 i. The laws of the State of Delaware shall apply, except where Federal Law has  
2648 precedence. The successful Vendor consents to jurisdiction and venue in the State of  
2649 Delaware.

2650  
2651 ii. In submitting a proposal, Vendors certify that they comply with all Federal, State and  
2652 local laws applicable to its activities and obligations including:

- 2653 • The laws of the State of Delaware;
- 2654 • The applicable portion of the Federal Civil Rights Act of 1964;
- 2655 • The Equal Employment Opportunity Act and the regulations issued there under  
2656 by the Federal Government;
- 2657 • A condition that the proposal submitted was independently arrived at, without  
2658 collusion, under penalty of perjury; and
- 2659 • That programs, services, and activities provided to the general public under  
2660 resulting contract conform to the Americans with Disabilities Act of 1990, and the  
2661 regulations issued there under by the Federal government. If any Vendor fails to  
2662 comply with (1) through (5) of this paragraph, the DDOC reserves the right to  
2663 disregard the proposal, terminate the contract, or consider the Vendor in default.

2664 The selected Vendor shall keep itself fully informed of and shall observe and comply  
2665 with all applicable existing Federal and State laws, County and local ordinances,  
2666 regulations and codes, and those laws, ordinances, regulations, and codes adopted  
2667 during its performance of the work.

2668

2669 w. Scope of Agreement – If the scope of any provision of the contract is determined to be too  
2670 broad in any respect whatsoever to permit enforcement to its full extent, then such provision  
2671 shall be enforced to the maximum extent permitted by law, and the parties hereto consent and  
2672 agree that such scope may be judicially modified accordingly and that the whole of such  
2673 provisions of the contract shall not thereby fail, but the scope of such provisions shall be  
2674 curtailed only to the extent necessary to conform to the law.

2675  
2676 x. Other General Conditions

2677  
2678 i. Current Version – “Packaged” application and system software shall be the most  
2679 current version generally available as of the date of the physical installation of the  
2680 software.

2681  
2682 ii. Current Manufacture – Equipment specified and/or furnished under this specification  
2683 shall be standard products of manufacturers regularly engaged in the production of such  
2684 equipment and shall be the manufacturer’s latest design. All material and equipment  
2685 offered shall be new and unused.

2686  
2687 iii. Volumes and Quantities – Activity volume estimates and other quantities have been  
2688 reviewed for accuracy; however, they may be subject to change prior or subsequent to  
2689 award of the contract.

2690  
2691 iv. Prior Use – The DDOC reserves the right to use equipment and material furnished  
2692 under this proposal prior to final acceptance. Such use shall not constitute acceptance  
2693 of the work or any part thereof by the DDOC.

2694  
2695 v. Status Reporting – The selected Vendor will be required to lead and/or participate in  
2696 status meetings and submit status reports covering such items as progress of work being  
2697 performed, milestones attained, resources expended, problems encountered and  
2698 corrective action taken, until final system acceptance.

2699  
2700 vi. Regulations – All equipment, software and services must meet all applicable local,  
2701 State and Federal regulations in effect on the date of the contract.

2702  
2703 vii. Changes – No alterations in any terms, conditions, delivery, price, quality, or  
2704 specifications of items ordered will be effective without the written consent of the  
2705 DDOC.

2706  
2707 viii. Additional Terms and Conditions – The DDOC reserves the right to add terms and  
2708 conditions during the contract negotiations.

2709  
2710 y. Dispute Resolution – The State reserves the right to litigate in the appropriate court of law  
2711 and/or equity.

2712  
2713 **VII. BID PROTEST CLAUSES:**

2714 **A. Discrepancies and Omissions – Pre-Submission Protest Available; Waiver**

2715 1. Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining  
2716 this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find

2717 discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions of any kind  
2718 arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of  
2719 such findings at least ten (10) days before the proposal opening. This will allow issuance of any  
2720 necessary addenda. It will also help prevent the opening of a defective proposal and exposure of  
2721 vendor's proposal upon which award could not be made. All unresolved issues should be addressed in  
2722 the proposal.

2723  
2724 2. A Vendor's failure to advise DOC in writing of perceived discrepancies, omissions, unclear or  
2725 ambiguous intent or meaning, legal error or any other basis that might render this procurement  
2726 process or the resulting contract unenforceable as set forth in this RFP shall be considered a waiver of  
2727 any and all objections by the Vendor and shall constitute a self-executing agreement to hold DOC  
2728 harmless as a result of any such waiver.

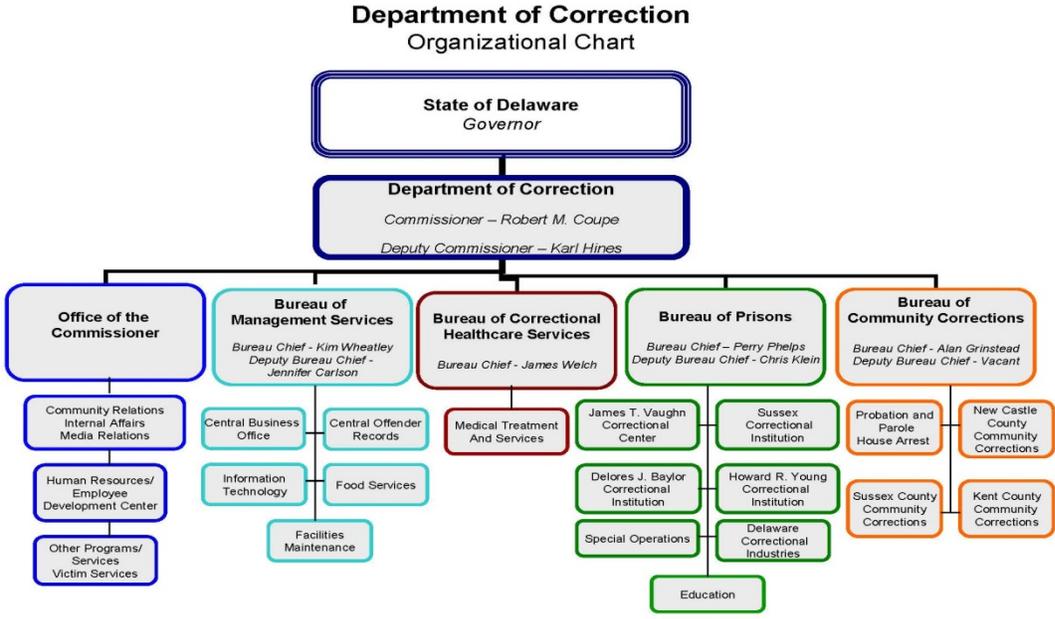
2729  
2730 3. Protests based on any omission or error, or in relation to any portion of the content of the solicitation,  
2731 will be disallowed if these faults have not been brought to the attention of the Designated Contact, in  
2732 writing, within ten (10) calendar days prior to the time set for opening of the proposals.

2733  
2734 **B. Post-Submission Protest Available; Waiver**

2735  
2736 DOC will advise each proposing party within 2 days of the award of a contract to one or more of the  
2737 proposing parties. Protests after the contract has been awarded can be submitted to  
2738 [DOC Purchasing Mailbox@state.de.us](mailto:DOC_Purchasing_Mailbox@state.de.us) and must include thorough explanation(s) for the basis of same.  
2739 Post-Submission protests must be submitted as set forth herein no later than 10 days from the date  
2740 upon which the vendor was notified of a contract award. Filing a protest will not necessarily interrupt a  
2741 contract from being executed however such a remedy may be requested in any post-submission protest  
2742 letter. Post-submission protest letters which lack reasonable specificity as to facts, sections of the RFP,  
2743 applicable statutes, and applicable legal principles shall be rejected and DOC shall consider such protests  
2744 void ab initio. The failure to exhaust all administrative remedies available to the vendor shall be  
2745 considered by DOC in the event of any litigation relating to this RFP or the award of any contract  
2746 contemplated by this RFP. Any vendor who fails to raise an objection or protest based upon subject  
2747 matter that could have been raised in a pre-submission protest shall be deemed to have waived and  
2748 voluntarily abandoned any such basis for said protest. The Department will review the protest letter  
2749 with appropriate Bureau Chief, Bureau Chief of Management Services and Counsel, and provide a  
2750 written response within thirty (30) calendar days.

2751

2752 Appendix A  
 2753 DDOC Organizational Chart  
 2754  
 2755



2756  
 2757

2758 **Appendix B**  
 2759 **Historical Medical Services Demand**  
 2760  
 2761

|              | Intake Screens | Sick Call Requests | Chronic Care Registry |
|--------------|----------------|--------------------|-----------------------|
| January-11   | 1488           | 4130               | 129                   |
| February-11  | 1390           | 3845               | 49                    |
| March-11     | 1444           | 3069               | 58                    |
| April-11     | 1459           | 3982               | 48                    |
| May-11       | 1578           | 3980               | 57                    |
| June-11      | 1639           | 4292               | 63                    |
| July-11      | 1864           | 4297               | 65                    |
| August-11    | 1567           | 4059               | 77                    |
| September-11 | 1620           | 4256               | 80                    |
| October-11   | 1563           | 3863               | 83                    |
| November-11  | 1502           | 3195               | 81                    |
| December-11  | 1356           | 3684               | 52                    |
| January-12   | 1532           | 3577               | 91                    |
| February-12  | 1425           | 3359               | 107                   |
| March-12     | 1641           | 3483               | 103                   |
| April-12     | 1401           | 3045               | 81                    |
| May-12       | 1613           | 3520               | 109                   |
| June-12      | 1513           | 3642               | 134                   |
| July-12      | 1538           | 3870               | 174                   |
| August-12    | 1768           | 4343               | 138                   |
| September-12 | 1490           | 4228               | 270                   |
| October-12   | 1423           | 4210               | 183                   |
| November-12  | 1256           | 3857               | 201                   |
| December-12  | 1212           | 3868               | 179                   |
| January-13   | 1817           | 3844               | 258                   |
| February-13  | 1298           | 3759               | 178                   |
| March-13     | 1470           | 4132               | 260                   |

2762

2763 **Appendix C**  
 2764 **Historical Medical Services Productivity**  
 2765  
 2766

|        | Intake Screens | Sick Call Visits | Chronic Care Visits | Infirmiry Patient-days |
|--------|----------------|------------------|---------------------|------------------------|
| Jan-11 | 1488           | 3670             | 1340                | 1363                   |
| Feb-11 | 1390           | 3221             | 1343                | 882                    |
| Mar-11 | 1444           | 2915             | 1010                | 338                    |
| Apr-11 | 1459           | 3225             | 1424                | 1075                   |
| May-11 | 1578           | 3594             | 1158                | 1303                   |
| Jun-11 | 1639           | 3436             | 1540                | 1277                   |
| Jul-11 | 1864           | 3742             | 1299                | 1116                   |
| Aug-11 | 1567           | 3660             | 1440                | 1254                   |
| Sep-11 | 1620           | 3067             | 1166                | 1186                   |
| Oct-11 | 1563           | 3075             | 1163                | 1080                   |
| Nov-11 | 1502           | 2868             | 1233                | 1230                   |
| Dec-11 | 1356           | 3088             | 1133                | 1983                   |
| Jan-12 | 1532           | 2972             | 1350                | 1418                   |
| Feb-12 | 1425           | 2965             | 1011                | 1608                   |
| Mar-12 | 1641           | 3045             | 1213                | 1627                   |
| Apr-12 | 1401           | 2750             | 1282                | 1196                   |
| May-12 | 1613           | 3013             | 1334                | 1420                   |
| Jun-12 | 1513           | 3080             | 1185                | 1283                   |
| Jul-12 | 1538           | 3405             | 1218                | 1758                   |
| Aug-12 | 1768           | 3702             | 1197                | 1624                   |
| Sep-12 | 1490           | 3479             | 1067                | 1414                   |
| Oct-12 | 1423           | 3406             | 1231                | 1743                   |
| Nov-12 | 1256           | 3331             | 1303                | 1533                   |
| Dec-12 | 1212           | 3125             | 1412                | 1803                   |
| Jan-13 | 1817           | 3348             | 1244                | 1620                   |
| Feb-13 | 1298           | 3274             | 1211                | 1448                   |
| Mar-13 | 1470           | 3513             | 1195                | 1527                   |

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2768 **Appendix D**  
 2769 **Historical Obstetrical Services**  
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|        | Pregnancies | Average | Births |
|--------|-------------|---------|--------|
| Jan-11 | 16          | 18.1    | 0      |
| Feb-11 | 21          | 18.1    | 1      |
| Mar-11 | 25          | 18.1    | 0      |
| Apr-11 | 20          | 18.1    | 4      |
| May-11 | 14          | 18.1    | 4      |
| Jun-11 | 16          | 18.1    | 1      |
| Jul-11 | 21          | 18.1    | 2      |
| Aug-11 | 18          | 18.1    | 0      |
| Sep-11 | 18          | 18.1    | 1      |
| Oct-11 | 15          | 18.1    | 2      |
| Nov-11 | 17          | 18.1    | 1      |
| Dec-11 | 16          | 18.1    | 1      |
| Jan-12 | 17          | 19.2    | 2      |
| Feb-12 | 16          | 19.2    | 1      |
| Mar-12 | 20          | 19.2    | 0      |
| Apr-12 | 21          | 19.2    | 0      |
| May-12 | 19          | 19.2    | 0      |
| Jun-12 | 17          | 19.2    | 2      |
| Jul-12 | 22          | 19.2    | 2      |
| Aug-12 | 21          | 19.2    | 1      |
| Sep-12 | 17          | 19.2    | 4      |
| Oct-12 | 23          | 19.2    | 3      |
| Nov-12 | 19          | 19.2    | 2      |
| Dec-12 | 18          | 19.2    | 2      |
| Jan-13 | 24          | 24.3    | 3      |
| Feb-13 | 25          | 24.3    | 1      |
| Mar-13 | 24          | 24.3    | 2      |

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2773 **Appendix E**  
 2774 **Historical Ancillary Services**  
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|        | Laboratory Tests | Medical x-rays | EKGs | Dental x-rays | Optometry visits | Glasses Dispensed |
|--------|------------------|----------------|------|---------------|------------------|-------------------|
| Jan-11 | 1317             | 258            | 122  |               | 86               | 35                |
| Feb-11 | 1435             | 282            | 96   |               | 79               | 47                |
| Mar-11 | 1142             | 202            | 109  |               | 67               | 39                |
| Apr-11 | 1375             | 267            | 104  |               | 105              | 71                |
| May-11 | 1370             | 231            | 112  |               | 119              | 73                |
| Jun-11 | 1388             | 323            | 148  |               | 75               | 29                |
| Jul-11 | 1308             | 282            | 157  |               | 102              | 65                |
| Aug-11 | 1434             | 286            | 130  |               | 80               | 54                |
| Sep-11 | 1437             | 279            | 104  |               | 71               | 66                |
| Oct-11 | 1374             | 245            | 124  |               | 90               | 65                |
| Nov-11 | 1279             | 273            | 115  |               | 64               | 51                |
| Dec-11 | 1523             | 266            | 113  |               | 96               | 45                |
| Jan-12 | 1485             | 256            | 146  | 65            | 101              | 68                |
| Feb-12 | 1428             | 304            | 155  | 75            | 92               | 78                |
| Mar-12 | 1609             | 315            | 155  | 62            | 124              | 82                |
| Apr-12 | 1542             | 305            | 192  | 79            | 122              | 59                |
| May-12 | 1327             | 359            | 229  | 85            | 89               | 52                |
| Jun-12 | 1440             | 263            | 162  | 68            | 58               | 58                |
| Jul-12 | 1352             | 366            | 168  | 77            | 62               | 47                |
| Aug-12 | 1693             | 278            | 135  | 118           | 101              | 63                |
| Sep-12 | 1232             | 200            | 133  | 67            | 85               | 77                |
| Oct-12 | 1314             | 200            | 93   | 81            | 94               | 88                |
| Nov-12 | 1303             | 187            | 123  | 127           | 72               | 68                |
| Dec-12 | 1293             | 199            | 150  | 67            | 65               | 46                |
| Jan-13 | 1621             | 251            | 110  |               | 79               | 72                |
| Feb-13 | 1630             | 251            | 139  |               | 68               | 51                |
| Mar-13 | 1517             | 254            | 196  |               | 61               | 45                |

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2777 **Appendix F**  
 2778 **Historical Off-Site Specialty Consultations**  
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|                    | 2011 | 2012 | 1 <sup>st</sup> Qtr. 2013 |
|--------------------|------|------|---------------------------|
| Audiologist        | 15   | 18   | 3                         |
| Cardiologist       | 189  | 200  | 123                       |
| Dermatologist      | 30   | 30   | 4                         |
| Ear, Nose & Throat | 57   | 37   | 7                         |
| General Surgeon    | 186  | 175  | 49                        |
| Gastroenterologist | 210  | 144  | 34                        |
| Hematologist       | 22   | 36   | 4                         |
| Neurologist        | 94   | 100  | 21                        |
| Oncologist         | 138  | 94   | 25                        |
| Ophthalmologist    | 248  | 290  | 74                        |
| Oral Surgeon       | 125  | 116  | 16                        |
| Orthopedic Surgeon | 230  | 230  | 67                        |
| Podiatrist         | 36   | 60   | 14                        |
| Physical Therapist | 819  | 1124 | 204                       |
| Radiologist        | 400  | 514  | 160                       |
| Urologist          | 121  | 134  | 41                        |
| Internal Medicine  | 84   | 70   | 20                        |
| Obstetrics         | 28   | 30   | 11                        |
| Gynecologist       | 25   | 20   | 8                         |
| ER Visits          | 509  | 463  | 126                       |
| Inpatient Days     | 871  | 928  | 318                       |

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2783 **Appendix G**  
 2784 **Historical Dental Workload**  
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|        | Initial Oral Exams | Dental Sick Call | Extractions | Fillings | Cleanings |
|--------|--------------------|------------------|-------------|----------|-----------|
| Jan-12 | 195                | 489              | 183         | 198      | 111       |
| Feb-12 | 236                | 410              | 191         | 230      | 124       |
| Mar-12 | 223                | 363              | 260         | 189      | 119       |
| Apr-12 | 241                | 418              | 159         | 178      | 112       |
| May-12 | 195                | 470              | 223         | 175      | 99        |
| Jun-12 | 229                | 382              | 279         | 137      | 77        |
| Jul-12 | 236                | 388              | 136         | 101      | 97        |
| Aug-12 | 386                | 516              | 221         | 180      | 93        |
| Sep-12 | 253                | 482              | 239         | 200      | 41        |
| Oct-12 | 246                | 492              | 332         | 202      | 16        |
| Nov-12 | 128                | 523              | 246         | 145      | 31        |
| Dec-12 | 307                | 442              | 267         | 129      | 68        |
| Jan-13 | 193                | 537              | 360         | 212      | 115       |
| Feb-13 | 166                | 458              | 251         | 219      | 105       |
| Mar-13 | 176                | 497              | 273         | 228      | 100       |
| Apr-13 | 192                | 535              | 181         | 222      | 54        |

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2788 **Appendix H**  
 2789 **Vendor Staffing Requirements**  
 2790

| Position                                | Regional Office | SCI  | SCCC | JTVCC                | Morris | CVOP | HRYCI | BWCI | HDP  | Webb | PCCC | FTE  |
|---|-----------------|------|------|----------------------|--------|------|-------|------|------|------|------|------|
| Operating Capacity                      |                 | 1149 | 498  | 2601                 | 150    | 250  | 1180  | 320  | 96   | 109  | 246  |      |
| Chronic Care Population                 |                 | 866  | 180  | 1754                 | 66     | 124  | 699   | 362  | 57   | 33   | 122  |      |
| Regional VP                             | 1.00            |      |      |                      |        |      |       |      |      |      |      | 1.00 |
| Regional Manager (APN/RN)               | 1.00            |      |      |                      |        |      |       |      |      |      |      | 1.00 |
| Regional Medical Director               | 1.00            |      |      |                      |        |      |       |      |      |      |      | 1.00 |
| Specialty Network Administrator         | 1.00            |      |      |                      |        |      |       |      |      |      |      | 1.00 |
| Regional Dietician                      | 1.00            |      |      |                      |        |      |       |      |      |      |      | 1.00 |
| Regional Dental Director                | 0.40            |      |      |                      |        |      |       |      |      |      |      | 0.40 |
| Regional Administrative Staff           | 4.00            |      |      |                      |        |      |       |      |      |      |      | 4.00 |
| Nurse Educators                         | 4.00            |      |      |                      |        |      |       |      |      |      |      |      |
|   |                 |      |      | ADMINISTRATIVE STAFF |        |      |       |      |      |      |      |      |
| Health Services Administrator           |                 | 1.00 |      | 1.00                 |        |      | 1.00  | 1.00 |      |      |      | 4.00 |
| Associate Health Services Administrator |                 |      |      | 1.00                 |        |      | 1.00  |      |      |      |      | 2.00 |
| Medical Director                        |                 | 1.00 | 0.10 | 1.00                 | 0.10   | 0.10 | 1.00  | 1.00 | 0.10 | 0.10 | 0.10 | 4.60 |
| Directors of Nursing                    |                 | 1.00 |      | 1.00                 |        |      | 1.00  | 1.00 |      |      |      | 4.00 |
| Administrative Staff                    |                 | 2.00 |      | 3.00                 |        |      | 2.00  | 1.00 |      |      |      | 8.00 |

|                                     |  |      |      |               |      |      |      |      |      |      |      |       |
|-------------------------------------|--|------|------|---------------|------|------|------|------|------|------|------|-------|
| Infection Control Coordinator (RN)  |  | 1.00 |      | 1.60          |      |      | 1.00 | 1.00 |      |      |      | 4.60  |
| CQI Compliance Auditor (RN)         |  | 1.00 |      | 1.00          |      |      | 1.00 | 1.00 |      |      |      | 4.00  |
| Chronic Care Nurse (RN)             |  | 1.00 |      | 1.00          |      |      | 1.00 | 1.00 |      |      |      | 4.00  |
| Consult Coordinator/Navigator (RN)  |  | 1.00 |      | 1.00          |      |      | 1.00 | 1.00 |      |      |      | 4.00  |
| Discharge Coordinator (LPN/RN)      |  | 1.00 |      | 1.00          |      |      | 1.00 | 1.00 |      |      |      | 4.00  |
|                                     |  |      |      |               |      |      |      |      |      |      |      |       |
|                                     |  |      |      | DAY SHIFT     |      |      |      |      |      |      |      |       |
|                                     |  |      |      |               |      |      |      |      |      |      |      |       |
| Physician                           |  | 1.60 | 0.80 | 2.00          | 0.80 | 0.80 | 1.60 | 0.40 | 0.80 | 0.80 | 0.80 | 10.40 |
| Physician Extender                  |  | 2.00 | 0.60 | 4.00          | 0.20 | 0.20 | 3.00 | 1.00 | 0.20 | 0.20 | 0.20 | 11.60 |
| Dentist                             |  | 1.00 |      | 2.60          |      | 0.60 | 1.00 | 1.00 |      |      |      | 6.20  |
| Dental Hygienist                    |  | 0.60 |      | 1.00          |      | 0.40 | 0.60 | 0.60 |      |      |      | 3.20  |
| Dental Assistant                    |  | 1.00 |      | 1.00          |      | 0.60 | 1.00 | 1.00 |      |      |      | 4.60  |
| RN-Charge Nurse                     |  | 1.40 | 1.40 | 2.80          | 1.40 | 1.40 | 2.80 | 1.40 | 1.40 | 1.40 | 1.40 | 16.80 |
| Registered Nurse                    |  | 5.60 |      | 11.20         |      |      | 7.00 | 1.40 |      |      |      | 25.20 |
| Licensed Practical Nurse            |  | 4.20 | 1.40 | 4.20          | 1.80 | 1.40 | 5.60 | 4.20 | 1.40 | 1.40 | 1.40 | 27.00 |
| Medical Assistant/Nursing Assistant |  | 3.00 | 1.00 | 7.00          | 1.00 | 1.00 | 4.20 | 2.80 | 1.00 | 1.00 | 1.00 | 23.00 |
| Pharmacy Technician                 |  | 1.40 |      | 1.40          |      |      | 1.40 | 1.40 |      |      |      | 5.60  |
| Medical Records Clerk               |  | 2.80 | 1.40 | 4.20          | 0.40 | 0.40 | 4.20 | 2.80 | 0.20 | 0.20 | 0.20 | 16.80 |
|                                     |  |      |      |               |      |      |      |      |      |      |      |       |
|                                     |  |      |      | EVENING SHIFT |      |      |      |      |      |      |      |       |
|                                     |  |      |      |               |      |      |      |      |      |      |      |       |
| RN-Charge Nurse                     |  | 1.40 |      | 2.80          |      |      | 2.80 | 1.40 |      |      |      | 8.40  |
| Registered Nurse                    |  | 4.20 | 1.40 | 7.00          |      |      | 4.20 | 1.40 | 1.40 | 1.40 | 1.40 | 22.40 |
| Licensed Practical Nurse            |  | 7.00 | 1.40 | 5.60          | 1.40 | 1.40 | 4.20 | 4.20 |      |      |      | 25.20 |

|   |  |      |      |             |  |  |      |      |  |  |  |        |
|---|--|------|------|-------------|--|--|------|------|--|--|--|--------|
| Medical Assistant/Nursing Assistant     |  | 1.00 |      | 1.40        |  |  | 1.40 |      |  |  |  | 3.80   |
| Pharmacy Technician                     |  |      |      | 1.40        |  |  | 1.40 |      |  |  |  | 2.80   |
| Medical Records Clerk                   |  | 1.40 |      | 1.40        |  |  | 1.40 | 1.40 |  |  |  | 5.60   |
|   |  |      |      |             |  |  |      |      |  |  |  |        |
|   |  |      |      | NIGHT SHIFT |  |  |      |      |  |  |  |        |
|   |  |      |      |             |  |  |      |      |  |  |  |        |
| RN-Charge Nurse                         |  | 1.40 |      | 2.80        |  |  | 1.40 | 1.40 |  |  |  | 7.00   |
| Registered Nurse                        |  | 1.20 | 1.40 | 11.20       |  |  | 2.80 | 1.40 |  |  |  | 18.00  |
| Licensed Practical Nurse                |  | 5.60 |      | 5.60        |  |  | 2.80 | 2.80 |  |  |  | 16.80  |
| Medical Assistant/<br>Nursing Assistant |  | 1.40 |      | 1.40        |  |  | 1.40 |      |  |  |  | 4.20   |
| Pharmacy Technician                     |  | 1.40 |      | 1.40        |  |  | 1.40 | 1.40 |  |  |  | 5.60   |
| Medical Records Clerk                   |  |      |      | 1.40        |  |  | 1.40 |      |  |  |  | 2.80   |
|   |  |      |      |             |  |  |      |      |  |  |  |        |
|   |  |      |      |             |  |  |      |      |  |  |  |        |
|   |  |      |      |             |  |  |      |      |  |  |  | 325.60 |

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2793 Note: These numbers do not include an anticipated Level 4 Medical Unit and any additional staff will be negotiated at the time the additional  
2794 services are to begin operations.

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2796 **Appendix I**  
 2797 **CQI Indicators**  
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| Subject                   | Indicator  |   |
|---------------------------|--|---|
| <b>Infectious Disease</b> |  |   |
| Intake Screening TB       | PPD planted during Intake Screening and  | Documented in DACS  |
|                           | PPD read between 24 and 72 hours of placement  | Documented in Health Record Progress Notes  |
|                           | Positive results have chest x-ray and Chronic Care Clinic visit within 7 days  | Report available in Health Record and documented in Health Record Chronic Care Encounter Form                             |
|                           | Offenders with positive results placed on Chronic Care Registry  | Documented in DACS  |
|                           | Offenders with positive results evaluated in Chronic Care Clinic for LTBI treatment  | Documented in Health Record Progress Notes  |
| Influenza Vaccine         | Offenders 65 years and older or registered in the Chronic Care Clinic will receive Influenza vaccination between September 1 <sup>st</sup> and December 31 <sup>st</sup> | Documented in Health Record Progress Notes  |
| Pneumovax                 | Offenders in Chronic Care Registry and 55 years and older receive Pneumovax vaccination  | Documented in Health Record Chronic Care Encounter Form   |
| HIV positive Offenders    | Offenders HIV+ are placed on the Chronic Care Registry   | Documented in DACS  |
|                           | Offenders HIV+ have viral loads undetectable on treatment and CD4 counts greater than 200  | Quarterly laboratory tests with report available in Health Record   |
| Hepatitis A & B vaccine   | Offenders who are Hepatitis A & B negative on initial screening receive Twinrix vaccine  | Laboratory test reports available in Health Record and immunization recorded in Health Record Chronic Care Encounter Form |
| Hepatitis B               | Offenders who have positive Hepatitis B laboratory tests will be registered on the Chronic Care Registry   | Documented in DACS  |
|                           | Offenders who have positive Hepatitis B laboratory tests will liver transaminases monitored  | Quarterly laboratory tests with report available in Health Record Chronic Care Encounter Form                             |
| Hepatitis C               | Offenders who have positive Hepatitis C laboratory tests will be registered on the Chronic Care Registry   | Documented in DACS  |
|                           | Offenders who have positive Hepatitis C laboratory tests will liver transaminases monitored  | Quarterly laboratory tests with report available in Health Record   |
| <b>Pulmonary Disease</b>  |  |   |
| Asthma                    | Offenders diagnosed with asthma will be  | Documented in DACS  |

|   |   |   |
|---|---|---|
|   | registered on the Chronic Care Registry   |   |
|   | Offenders diagnosed with asthma will have quarterly spirometry and Chronic Care Clinic visits                                     | Quarterly spirometry and office visits documented in Health Record Chronic Care Encounter Form  |
|   | Offenders diagnosed with asthma will be evaluated if they require more than one rescue inhaler per month                          | Medication Administration Record (MAR) documentation and office visits documented in Health Record Chronic Care Encounter Form              |
| Chronic Obstructive Pulmonary Disease (COPD)  | Offenders diagnosed with COPD will be registered on the Chronic Care Registry   | Documented in DACS  |
|   | Offenders diagnosed with COPD will have quarterly spirometry and Chronic Care Clinic visits                                       | Quarterly spirometry and office visits documented in Health Record Chronic Care Encounter Form  |
|   | Offenders diagnosed with COPD will be evaluated if they require more than one rescue inhaler per month                            | Medication Administration Record (MAR) documentation and office visits documented in Health Record Chronic Care Encounter Form              |
| <b>Endocrinology</b>  |   |   |
| Diabetes  | Offenders diagnosed with Type 1 or Type 2 diabetes will be registered on the Chronic Care Registry                                | Documented in DACS  |
|   | Offenders diagnosed with diabetes will have quarterly microalbuminuria and HgbA1c laboratory tests and Chronic Care Clinic visits | Quarterly laboratory tests with report available in Health Record and office visits documented in Health Record Chronic Care Encounter Form |
|   | Offenders diagnosed with diabetes will have annual Dietary Education  | Documented in Health Record Chronic Care Encounter Form   |
|   | Offenders diagnosed with diabetes will have annual Optometry and Podiatry consultations   | Documented in Health Record Consultation Notes  |
| Hyperlipidemia  | Offenders diagnosed with hyperlipidemia will be registered on the Chronic Care Registry   | Documented in DACS  |
|   | Offenders diagnosed with hyperlipidemia will have twice yearly lipid laboratory tests and Chronic Care Clinic visits              |   |
| 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. |   |   |
| Thyroid Disease   | Offenders diagnosed with thyroid disease will be registered on the Chronic Care Registry  | Documented in DACS  |
|   | Offenders diagnosed with thyroid disease will have annual laboratory tests and Chronic Care Clinic visits                         | Laboratory tests with report available in Health Record and office visits documented in Health Record Chronic Care Encounter Form           |

| <b>Cardiology &amp; Hypertension</b>   |   |  |
|--|---|--|
| Hypertension   | Offenders diagnosed with hypertension will be registered on the Chronic Care Registry   | Documented in DACS   |
|  | Offenders diagnosed with hypertension will have quarterly blood pressure evaluations in the Chronic Care Clinic                           | Documented in Health Record Chronic Care Encounter Form                |
|  | Offenders whose blood pressure are not controlled IAW JNC VII guidelines will be re-evaluated weekly until controlled                     | Documented in Health Record Chronic Care Encounter Form                |
| Acute Chest Pain   | Offenders experiencing acute chest pain will be given 325mgm po aspirin prior to transport to an Emergency Room                           | Documented in the 404 Incident Report and Health Record Progress Notes |
| Coronary Artery Disease  | Offenders diagnosed with coronary artery disease will be registered on the Chronic Care Registry  | Documented in DACS   |
|  | Offenders diagnosed with coronary artery disease will have quarterly blood pressure evaluations in the Chronic Care Clinic                | Documented in Health Record Chronic Care Encounter Form                |
| Chronic Heart Failure  | Offenders diagnosed with chronic heart failure will be registered on the Chronic Care Registry  | Documented in DACS   |
|  | Offenders diagnosed with chronic heart failure will have quarterly body weights and blood pressure evaluations in the Chronic Care Clinic | Documented in Health Record Chronic Care Encounter Form                |
| Note: Offenders with multiple cardiac problems may have these addressed in one Chronic Care visit with the Chronic Care Encounter Form documenting both diagnoses. |   |  |
| <b>Obstetrics and Gynecology</b>   |   |  |
| Intake Pregnancy Screening   | Every female offender will have a urine pregnancy test performed during the Intake screening  | Documented in DACS   |
| Prenatal Care  | Pregnant offenders will be registered on the Chronic Care Registry  | Documented in DACS   |
|  | Pregnant offenders will be followed in a Prenatal Clinic at least monthly   | Documented in Health Record Chronic Care Encounter Form                |
| Post-partum Care   | Offenders who return to a level 5 facility after delivery will be followed for at least two months post-partum                            | Documented in Health Record Chronic Care Encounter Form                |
|  | Offenders who return to a level 5 facility after delivery will be evaluated for post-partum depression approximately 60 days after return | Documented in Health Record Chronic Care Encounter Form                |
| Screening Mammogram  | Female offenders between the ages of 52 to 69 will be offered the opportunity to have a screening mammogram performed                     | Documented in Health Record Chronic Care Encounter Form                |
| Abnormal   | Offenders who have an abnormal  | Documented in DACS   |

|                              |  |   |
|------------------------------|--|---|
| Mammogram                    | mammogram will be registered on the Chronic Care Registry  |   |
|                              | Offenders who have an abnormal mammogram will have an off-site General Surgical Consultation within one month of the results       | Mammography report available in Health Record and office visits documented in Health Record Consultation Note |
| Cervical Cancer Screening    | Female offenders between the ages of 18 to 69 will be offered the opportunity to have a cervical cancer screening every two years  | Documented in Health Record Chronic Care Encounter Form   |
| Abnormal Pap Smear           | Offenders who have an abnormal cervical screening will have a follow-up Gynecological consultation within one month of the results | Documented in Health Record Chronic Care Encounter Form   |
| <b>General</b>               |  |   |
| Physical Exams               | Offenders 18 years and older will have a general physical examination within the first week of incarceration                       | Documented in Health Record Progress Notes  |
|                              | Juvenile offenders will have a general physical examination within the first 7 days or less of incarceration                       | Documented in Health Record Progress Notes  |
|                              | Offenders being followed in the Chronic Care Clinic and those 40 years & older will have an annual physical examination            | Documented in Health Record Progress Notes  |
|                              | Offenders younger than 40 years old will have a physical examination every 5 years   | Documented in Health Record Progress Notes  |
| Dental Exams                 | Offenders 18 years and older will have a dental oral examination within the first two weeks of incarceration                       | Documented in Health Record Progress Notes  |
|                              | Juvenile offenders will have a dental oral examination within the first 7 days or less of incarceration                            | Documented in Health Record Progress Notes  |
| Sick Call Timeliness         | Requests for a Sick Call appointment will be triaged within 24 hours   | Review of Sick Call requests  |
|                              | Requests for a non-urgent Sick Call appointment will be seen by a physician or physician extender with 72 hours                    | Review of Sick Call requests and documented in Health Record Progress Notes                                   |
| <b>Segregation</b>           |  |   |
| Segregation Rounds           | Offenders in segregation are visited daily by a physician, physician extender or RN  | Documented in Health Record Progress Notes  |
| <b>Grievances</b>            |  |   |
| Level I Timeliness Response  | Level I grievances resolved within 7 days  | Documented in DACS  |
| Level I Rates                | Level I grievances rate per 1000 offenders   |   |
| Level II Timeliness Response | Level II grievances resolved within 37 days  | Documented in DACS  |

|                               |   |  |
|-------------------------------|---|--|
| Level II Rates                | Level II grievances rate per 1000 offenders   |  |
| Level III Timeliness Response | Level III grievances resolved within 180 days   | Documented in DACS                         |
| Level III Rates               | Level III grievances rate per 1000 offenders  |  |
| <b>Policies</b>               |   |  |
| 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 |

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**Appendix J  
Deliverables Table**

| Proposal Information Due October 4, 2013                                    |                                    |
|---|------------------------------------|
| Individualized Pricing Information with aggregate and specific price quotes | P 5, II.B.2.                       |
| Provisions of a Constitutional System for Offender Health Care              | P 7, II.B.4.                       |
| Leadership Plan   | P 7, II.B.4.ii.                    |
| Outside Consultation Care   | P 7, II.B.4.v.                     |
| Quality Improvement, Accreditation, and Compliance with Standards           | P 9, II.B.4.vii.                   |
| Peer Review Program   | P 10, II.B.4.vii.                  |
| Vendor Employee Orientation Plan  |                                    |
| General Plan  | P 12, II.B. 11.                    |
| CPR & AED Training  | P 10, II.B.6.                      |
| Suicide Prevention  | P 10, II.B.7. &<br>P 13, II.B.11.  |
| DACs Training   | P 12, II.B.11.                     |
| Cybersecurity   | P 13, II.B.11.                     |
| PREA  | P 12, II.B.11. &<br>P 16, II.V.1.  |
| Standards of Care variations  | P 10, II.B.8.                      |
| Drug Free Workplace   | P 12, II.B.10.                     |
| Infectious and Hazardous Waste Disposal                                     | P 13, II.B.13.                     |
| Transportation Plan   | P 14, II.B. 15.                    |
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| Offender Health Insurance   | P 15, II.B. 20.                    |
| Transition Plan between Existing and New Vendor                             | P 15, II.B. 21.                    |
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| Utilization Review  | P 28, II.C.9.                      |
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| Human Resources Management  | P 31, II.C.12.c.                   |
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| Annual Training Reports update for current employees                                 |                   |
| CPR & AED Training log   |                   |
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| Medical Administrative Committee (MAC) Meetings                                      | P 13, II.B.12     |
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| Tool (Sharps and Equipment) Inventory and Security Clearances                        | P 34, II.C.12.m.  |
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| <b>Weekly</b>  |                   |
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| Inpatient Briefs of Hospitalized Offenders   | P 21, II.C.5.b    |
| <b>As Needed</b>   |                   |
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