

State of Delaware

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

Contract No. DOC1427-PHARM

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 PHARMACEUTICAL SERVICES FOR
THE OFFENDER POPULATION - STATEWIDE**

ISSUED BY DEPARTMENT OF CORRECTION

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

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**REQUEST FOR PROPOSALS FOR PHARMACY 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 Pharmacy 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 who have pharmacy services experience in the State of Delaware. DDOC is seeking a single or multiple vendors to provide the following services:

153 • Outpatient Pharmacy Services
154 • In-patient (Correctional Facility Infirmary) Pharmacy Services
155 • Formulary and Pharmacy Inventory Management Services
156 • Utilization Review Services
157 • Discharge Medicine Pharmacy Services
158
159 2. Vendors are to bid on all services required under this RFP. In addition, the Vendors are
160 encouraged to offer different pricing methodologies to include full risk by the Vendor for
161 cost as well as any other method in which the DDOC would share in the risk of cost. Both
162 must be presented with full disclosure of the cost as well as profit margins for the Vendor.
163
164 3. While this RFP covers all pharmacy services including electronic receipt of prescriptions,
165 filling and daily delivery to each of the DDOC facilities, a medication formulary and inventory
166 management for stock medications, an offender prescription formulary and inventory
167 management, an accountable controlled substance recording and destruction system, and
168 Doctor of Pharmacy (PharmD.) consultative services. Vendors must be experienced in all
169 these aspects of the pharmacy services to submit bids.
170
171 4. The DDOC offender population in Delaware varies from most other states; Delaware and
172 five other states nationwide support a “unified system” which includes both the State’s jail
173 and prison populations. Jail offenders may be in the DDOC’s custody prior to sentencing (the
174 pre-sentenced population). In addition, the DDOC is responsible for the care of committed
175 felons and others sentenced to incarceration in the DDOC. Interested Vendors should be
176 cognizant of the unique issues associated with these populations, including the separate
177 National Commission on Correctional Health Care (NCCHC) for jails and prisons and
178 American Correctional Association (ACA) standards applied to all offenders as they will be
179 required to meet those standards. The Vendor is also responsible for meeting all State of
180 Delaware Controlled Substances Registration and Federal Drug Enforcement Agency
181 standards as well as all pharmacy related standards of the NCCHC and ACA, the Prison Rape
182 Elimination Act (PREA) and DDOC policies. The Vendor should carefully review the
183 deliverables in this RFP and the information in the associated appendices to ensure
184 construction of their best response. The following is a brief profile of the DDOC:
185 • Approximately 21,000 offenders, of which 500 are juvenile offenders, are
186 admitted for incarceration and 21,000 released each year.
187 • 60% are sentenced to serve more than one year.
188 • 10% are sentenced to less than one year.
189 • 30% are offenders in detention status.
190 • Prison is for those serving one or more years.
191 • Jail is for those serving less than a year or for those being detained, may be longer
192 on average.
193 • The average length of stay for the detention population is 30 days.
194 • The average length of stay for the jailed population is 54 days.
195 • The average length of stay for the prison population is 20.7 months.
196
197 5. The DDOC’s responsibility for providing offender health care stems from the United States
198 and State of Delaware Constitutions, along with certain applicable statutory and common
199 law requirements. It is further codified in Delaware State law (29 Del. C. §6536) wherein an
200 offender eligible to receive health care services is defined as a person under the control and

201 custody of the DDOC, incarcerated or housed within any DDOC facility, or on an institutional
202 count including any offender hospitalized in a community hospital, Forensic Unit (Mitchell
203 Building) of the Delaware Psychiatric Center, or other health care institution outside a DDOC
204 facility. The Vendor correctional health care system must clearly focus on providing
205 offenders with access to care to meet their serious medical, dental and mental health
206 needs, at the best, most efficient cost, and on-site whenever possible.

207

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

211

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

217

218 **B. GENERAL REQUIREMENTS:**

219 1. Summary of Service Provision

220 a. The Vendor will be responsible for offering on-site comprehensive pharmacy,
221 formulary and inventory management services. These services will be provided on-
222 site so as to prudently use budgeted security dollars and prevent off-site travel
223 whenever possible, for example, supplying chemotherapeutic, anti-infectives and
224 other medications available in out-patient and infirmary pharmacies. Off-site travel
225 always includes at least one officer and most often two officers or more along with
226 the vehicle, increase the costs and special security procedures which can be avoided
227 if care is provided on-site, e.g. chemotherapy. The Vendor must provide daily (same
228 day) on-site inside the facility delivery of medications 6 days a week. Where there
229 are multiple locations of pharmacy, all areas within the facility must be covered for
230 delivery. Correction facilities have populations of offenders in relatively close
231 proximity which has the potential for transmission of infectious diseases such as
232 influenza and other viral diseases and ectoparasites. The Vendor must be able to
233 respond with timely delivery of adequate quantities of anti-infectives and/or
234 supportive medications as necessary for DDOC to control the spread and treat the
235 situation within 24 hours of request. On-site clinical pharmacist services include
236 direct patient care through pharmacist directed clinic, chart reviews, system level
237 disease state management, infirmary rounding, non-formulary review, prospective
238 drug review, consultation and patient education.

239

240 b. The Vendor will be responsible for performing Drug Utilization Reviews (DURs) by
241 PharmD pharmacists to analyze the Medical Vendors prescribing patterns and
242 offenders use of Keep-On-Person (KOP) medications to facilitate cost-effective on-
243 site care.

244

245 c. The Vendor will be responsible for maintaining an appropriate Stock Medication
246 Formulary and Inventory Control of Controlled Substances, prescription items and
247 Over-the-Counter (O-T-C) items to facilitate cost-effective on-site care.

248

249 2. Categorized Pricing Information Required
250 a. Vendors are required to provide individualized pricing information specific to
251 each of the following areas:
252 • Prescription Medications
253 • Over-the-Counter (O-T-C) Stock items
254 • Daily Delivery Services
255 • PharmD Consultative Services
256 • Pharmacy Inventory Management Services
257
258 b. Proposals must contain both an aggregated price quote for all services and
259 specific price information for each of the service categories. Failure to provide both
260 types of pricing will cause the proposal to be deemed non-responsive. Transparency
261 on purchasing must be provided as well as from whom the pharmacy vendor is
262 purchasing medications.
263
264 3. Summary of Service Provision Time Requirements
265 a. Daily Delivery Services
266 All requests for prescription and Over-the-Counter (O-T-C) Stock items will be
267 delivered the same day, as needed, upon request by a specified time, e.g. 4PM to;
268 Howard R. Young Correctional Institution (HRYCI)
269 James T. Vaughn Correctional Center (JTVCC)
270 Sussex Correctional Institution (SCI)
271 Baylor Women’s Correctional Institution (BWCI)
272 Sussex Violation of Probation Center (SVOP)
273 Sussex Community Corrections Center (SCCC)
274 Central Violation of Probation Center (CVOP)
275 Morris Community Correctional Center (MCCC)
276 Plummer Community Correctional Center (Plummer)
277 John L. Webb Correctional Facility (WCF)
278 Hazel D. Plant Treatment Center (HDPTC)
279
280 b. Destruction Services
281 All expired Controlled Substances or ones prescribed for a released or deceased
282 offender will be destroyed with the necessary documentation within a two week
283 time period.
284
285 c. Monthly DURs by PharmD pharmacists using criteria agreed upon by the DDOC
286 Medical Director and Bureau Chief.
287
288 d. Weekly and as requested on-site Clinical Consultation by PharmD pharmacists to
289 the Medical and Mental Health prescribers to ensure safe, effective and cost-
290 effective prescribing patterns.
291
292 NOTE: All DDOC policies referenced in this RFP will be provided on disk in Word®
293 format at the pre-bid conference adjacent to the facility visits. Health care policies
294 are also available at
295 <http://www.doc.delaware.gov/information/policyManual6.shtml>. RFP Reference
296 Library: The DDOC has made every attempt to provide the necessary information

297 within this RFP. The DDOC will make the reference library available only to the
298 winning Vendor.

299

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

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

305

306 i. A Communications and Sick Call System

- 307 • A Sick Call System must be provided for all offenders and must be
308 characterized by direct communication of health care concerns between
309 the offender and health care personnel without security intervention;
- 310 • It must be characterized by professional evaluations, performed by
311 properly credentialed and trained health professionals, providing for
312 triaging offender requests, and for attending to the serious medical
313 needs of offenders;
- 314 • The Vendor will be responsible for answering inquiries from family,
315 friends, and advocacy groups concerning an offender as the Vendor will
316 have the medical information available to provide a more detailed
317 response to inquiries.

318

319 ii. Personnel

- 320 • The system must have adequate Leadership and Professional staffing.
321 This must be outlined in a staffing plan, but not only by plan, but in
322 reality; (See Appendix D, Vendor Staffing Requirements). The staffing
323 plan, with individual names of staff must be sent to BCHS on a monthly
324 basis prior to the beginning of the month and any changes to the
325 staffing document must be approved by BCHS.
- 326 • A key to Constitutional Care for Offenders provided by Vendors, in
327 addition to establishing processes that meet NCCHC, ACA and other
328 generally accepted professional standards, is the staffing of the health
329 care delivery system with sufficient and qualified pharmaceutical
330 personnel.
- 331 • Staffing levels must be specific to the position, i.e. if the staffing
332 position document calls for a PharmD pharmacist a Registered Nurse, or
333 Licensed Practical Nurse may not be substituted without approval by
334 the DDOC Medical Director. PharmD must have a Doctorate in
335 Pharmacy, completed a post graduate clinical residency, licensed in the
336 State of Delaware, one should also be a registered nurse and one must
337 have experience as a Geriatric Pharmacy. Experience in a Correctional
338 setting is required.
- 339 • Adequate staffing must be supported by adequate resources, e.g.
340 locum tenens; necessary to deliver the care and any prolonged gaps in
341 staffing will require a contract Management Fee price adjustment;
- 342 • All institutions must have defined staff; frequently changing different
343 staff is disruptive to the operations and must be minimized.

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- iii. Contracting-Out (Sub-contracting)
 - The use of independent contractors does not relieve the Vendor of the legal responsibility to provide timely pharmacy services to meet the serious medical needs of offenders;
 - iv. Medical Records
 - The Vendor will be responsible for documenting in the DDOC unified medical and mental health record established per DDOC policy H-01, Health Record Format & Contents in coordination with all other Vendors;
 - At a minimum, records must be kept separately for each offender;
 - Proper medical records not only promote continuity of care and protect the health and safety of the offender population but also provide correctional administrators with evidence of the course of treatment when individual offenders bring liability suit in court asserting that care was not provided;
 - Each Vendor must coordinate with the EMR Vendor to ensure conversion and maintenance of the paper record to an electronic record.
 - The Vendor is responsible for maintaining the offender records to be in compliance with all federal and state laws, policies and regulations including but not limited to 11 Del. C. §4322.
 - v. Outside Consultation Care
 - 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, e.g. being able to stock chemotherapeutic agents and assist in any destruction of agents as necessary.
 - 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 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;

- 393 • The Vendor shall provide a written CQIS plan which ensures that
394 offenders receive medically necessary care with quality equivalent to
395 that provided to individuals not incarcerated and in accordance with the
396 generally accepted professional standards. The Vendor must work
397 closely with the DDOC to ensure that health care and security needs are
398 met for all levels of offenders at all times;
- 399 • The Vendor’s CQIS shall include such DURs, audits, narrative reports
400 and executive summaries necessary to identify and remedy any quality
401 issues identified in the Vendor’s operations and consistent with, and/or
402 required by the DDOC;
- 403 • Reports of CQIS activity must be provided to the DDOC Chief, Bureau
404 of Correctional Healthcare Services (“BCHS”) or designee (collectively
405 herein “Bureau Chief”) on a monthly basis. Any reports provided under
406 this contractual obligation will be labeled “*This document is protected*
407 *from disclosure pursuant to state and federal peer review and quality*
408 *assurance privileges*” and remain confidential unless otherwise
409 authorized by the Bureau Chief, however, all documents related to
410 offender care and quality improvement activities must remain available
411 to the DDOC at all times;
- 412 • All reports, data compilations, and other information submissions
413 required by the contract shall be certified by the Vendor’s appropriate
414 supervisory employee;
- 415 • Each Vendor will provide Quality Assurance, QA Metrics for BCHS
416 monitoring of the healthcare system as stipulated by BCHS. The QA
417 Metrics will include clinical, fiscal, operational, and other data to
418 facilitate comprehensive monitoring of the healthcare system. Examples
419 of the QA Metrics that will be required will be found in the QA Metrics
420 Appendix E (CQI Indicators). The vendor shall be aware that a failure to
421 meet the standards set forth in the QA matrix may result in a financial
422 penalty or other off-set;
- 423 • Clinical staff will participate in the peer review program administered
424 by the local facility and monitored by BCHS. The Vendor will participate
425 in ensuring that clinical staff move forward on any corrective action plan
426 developed to correct deficiencies identified by the peer review process,
427 random or scheduled audits or other processes. Medical Providers will
428 receive privileges to practice in the DDOC healthcare system based on
429 credentialing and maintenance of performance as judged by the peer
430 review system. Providers may have privileges revoked at any time due
431 to failure to correct performance deficiencies identified through peer
432 review or other means or because of egregious breaches of conduct or
433 clinical performance as judged by BCHS, Wardens or their designees.

434

435 5. Special Accommodation Populations

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

- 437 • Disabled Offenders
438 • Elderly Offenders
439 • Juvenile Offenders
440 • Chronically Ill Offenders

- 441 • Mentally Ill Offenders
- 442 • Offenders in a Diagnostic or Therapeutic “Pipeline”
- 443 • HIV/AIDS Screening, Testing and Treatment
- 444

445 6. Emergency Services and Maintenance of Automatic Electronic Defibrillators

446

447 The Vendor staff must be trained in and will use the DDOC’s Automatic Electronic

448 Defibrillators (AEDs) in each institution according to DDOC policy. The Medical

449 Vendor will provide appropriate training in AED use and CPR training to all of their

450 employees and subcontractors. All professional staff must be certified on the use of

451 AEDs as well as CPR.

452

453 7. Suicide Prevention

454

455 Each Vendor will ensure the DDOC BCHS suicide prevention procedures are followed

456 by all health care staff. The Vendor’s suicide prevention policy, procedures, and

457 practices shall be consistent with DDOC Policy G-05, Suicide Prevention, Policies and

458 Procedures. The Vendor awarded the contract for mental health services shall

459 provide all mental health related training, to include suicide prevention for the

460 pharmacy services vendor in accordance with DDOC policy.

461

462 8. Standards of Care

463

464 a. DDOC recognizes that standards of care are dynamic, constantly evolving, and not

465 readily defined by a single authority. Therefore, for the purposes of this RFP, the

466 currently accepted standards of care are defined by the multiple sources in the

467 following list. If a Vendor uses standards different from those in the following list,

468 they must be highlighted in the Vendor’s response along with the reasons for using

469 the standards. In addition, they must be approved by the Medical Director and

470 Bureau Chief prior to use by the Vendor. The Medical Director and Bureau Chief

471 must approve any change in the use of standards during the course of the contract

472 resulting from this solicitation.

473

474 b. DDOC also recognizes that all clinical situations may not be covered in existing

475 standards, and, in such cases, the proper course of action must be determined in

476 conjunction with the DDOC BCHS.

477

478 c. This list of professional regulations and guidelines is intended to be indicative of

479 the generally accepted professional standard of care and, therefore, is not all-

480 inclusive:

- 481
- 482 • DDOC Health Care Policies;
- 483 • ACA Standards
- 484 • NCCHC Standards
- 485 • Delaware Division of Public Health regarding communicable disease
- 486 management;
- 487 • Vendor Policies, Procedures, Guidelines and Protocols accepted by DDOC;

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- Centers for Disease Control Protocols and Guidelines as determined applicable by the DDOC;
 - Federal OSHA Guidelines;
 - US Public Health Service Task Force on Preventive Guidelines;
 - Other DDOC recognized authorities such as the Federal Bureau of Prisons, American Diabetes Association, American Medical Association, the National Commission on Correctional Health Care, American Correctional Association, and other nationally recognized professional health care organizations;
 - State of Delaware Controlled Substances Registration regulations and Federal Drug Enforcement Agency (DEA) regulations.

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

507 9. Research

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

521 10. Drug Free Workplace

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The Vendor is to 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. As there are only a few employees at DOC facilities this may be accomplished through the Vendors overall drug testing program upon approval of the Bureau Chief.

535 11. Vendor Employee Orientation

536
537 a. The Vendor will describe in detail the personnel orientation program and provide
538 copies of the outlines or manuals in the appendix of its proposal. Prior to any "Start
539 date" the Vendor will be responsible for ensuring that all new personnel are
540 properly cleared for entry into the facility and provided with orientation and
541 appropriate training regarding medical practices and security. Orientation regarding
542 other institutional operations will be the responsibility of the DDOC. The Vendor will
543 ensure that all newly hired, personnel receive 40 hours of pre-service training and
544 orienting within the first 30 days of employment. Orientation refers to that training
545 necessary to ensure the employee's ability to perform the tasks associated with
546 his/her position and to familiarizing the employee with the specific institution(s)
547 he/she is assigned to and the Vendor's responsibilities, policies, and procedures at
548 that (those) institution(s). Moving employees among facilities will require
549 orientation to the new facility. Employees not oriented to a specific facility and
550 begin work will incur a Management Fee price adjustment.
551
552 b. At a minimum, Vendor employee orientation will address DDOC security, DDOC
553 Code of Ethics, Code of Conduct, drug free workplace, DACS training, blood-borne
554 pathogen policies, and Vendor policies and procedures. Vendor employee
555 orientation will include a security orientation with DDOC staff. Moving employees
556 among facilities will require orientation to the new facility. The Vendor will require
557 all personnel to attend security orientation refresher training when the DDOC offers
558 it. This training will include DDOC-wide acceptable use policies and procedures and
559 be tailored to meet the conditions of each institution.
560
561 c. PREA - In accordance with the Federal Prison Rape Elimination Act of 2003, and
562 Delaware Department of Correction Policy Number 8.60 "Prison Rape Elimination
563 Act", the Vendor agrees to report allegations of sexual misconduct promptly, fully
564 cooperate with investigation inquiries and participate in training as directed by the
565 Department of Correction, Employee Development Center, within thirty (30) days of
566 entering into contract. The Vendor, vendor staffs (including volunteers and
567 subcontractors) must agree to abide by Department of Correction Policy 8.60. The
568 Vendor acknowledges that all allegations of staff sexual misconduct and/or
569 harassment will be investigated and, if substantiated, will result in discipline up to
570 and including termination. In addition, all substantiated cases will be referred to the
571 Delaware Department of Justice for prosecution. Failure to report such misconduct,
572 delays in reporting, or material omissions shall be grounds for termination. If the
573 Department policy is modified, the Vendor will be notified and shall comply. See
574 State of Delaware, Department of Correction Policy Number 8.60 "Prison Rape
575 Elimination Act."
576
577 d. Suicide Prevention - Vendor will ensure that each new employee receives the
578 required suicide prevention training and follow-up annual training. This training is
579 approved by the DDOC and provided by the Mental Health Vendor.
580
581 d. The Vendor will provide written documentation of orientation completion to the
582 DDOC within 30 days of completion. The Vendor will maintain and submit to the

583 BCHS and site Warden, a comprehensive list of Vendor and DDOC personnel trained,
584 the subject of each training, dates, and status of required retraining/updating.

585

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

589

590 12. Medical Administrative Committee (MAC) Meetings

591

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

598

599 b. The Pharmacy Vendor is responsible for participating in and being in attendance
600 for the MAC meetings and submitting all CQIS documentation for review at the
601 meeting.

602

603 13. Controlled Substance Destruction Waste Disposal

604

605 The Vendor will provide all appropriate disposal systems for the Controlled
606 Substances destruction process and for developing a hazardous waste plan,
607 describing the collection, storage, removal by a BCHS approved transporter to haul
608 infectious waste and obtaining the appropriate documentation of the hazardous
609 waste receipt by the transporter. The Pharmacy Vendor shall coordinate this
610 process with the Medical Vendor as appropriate.

611

612 14. Inspections

613

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

621

622 15. Transportation

623

624 The Vendor will arrange and pay for the routine daily and emergency delivery of
625 prescriptions and OTC items.

626

627 16. Disaster Plan

628

629 The Vendor will participate in any Disaster Plan and drills of the facility as needed in
630 concert with the Medical and/or Mental Health Vendors. This includes but is not

631 limited to the delivery of any emergency medicines required when authorized by
632 the Medical Director or Bureau Chief.

633

634 17. Telemedicine Expansion

635

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

648

649 18. DACS Data Entry Mandatory

650

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

659

660 19. State/DDOC Ownership of All Documentation

661

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

669

670 20. Offender Health Insurance

671

672 a. The Vendor shall gather the information needed to process claims and retain such
673 information for auditing and inspection by DDOC. The Vendor will credit the DDOC
674 100% of Medicaid or other insurance costs recaptured. These credits will be
675 included with the Vendor's basic medical monthly services invoice/credits and will
676 be clearly noted. The Vendor is invited to propose alternative methods, subject to
677 the approval of the Department, for retrieving and accounting for insurance
678 reimbursements provided to cover offender healthcare services.

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

21. Transition Plan between Existing and New Vendor

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

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

- Identification and assuming current prescriptions
- Equipment and medication inventory
- Medical record management
- Orientation of new staff
- Coordination of transition to include the Bureau

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

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

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

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

g. The Vendor must provide credentials for all medical providers performing consultative services as determined by BCHS.

h. The Vendor will provide a similar transition plan at the end of a contractual period for transition to a new contract or a new Vendor.

C. DETAILED REQUIREMENTS:

726 1. The Vendor proposal must describe how their system will accomplish each of the tasks
727 citing NCCHC, ACA standards and relevant DDOC policy
728 (<http://www.doc.delaware.gov/information/policyManual6.shtml>). The proposal must
729 indicate how the system meets the standard(s) and how it provides for efficient and
730 effective offender care in all the following areas.
731

732 2. NCCHC and ACA Accreditation
733 The Vendor is required to participate in obtaining and/or maintaining NCCHC and ACA
734 accreditation for each and every current and future site in the DDOC, as applicable. DDOC
735 intends to include specific liquidated damages in the contract between DDOC and the
736 Vendor for any failure to attain and/or maintain such certifications and/or accreditations
737 based upon pharmacy problems. The beginning and ending dates of the penalty will be
738 governed by any written communication from the NCCHC or ACA. Any date within any
739 calendar month will serve as the beginning and ending dates and each inclusive month,
740 (first, intermediate, and last) of non-accreditation will be assessed the penalty. Any assessed
741 liquidated damages will bear the appropriate legal relationship to the actual harm caused
742 DDOC. Any liquidated damages shall not be the exclusive remedy for failure to achieve
743 and/or maintain accreditation.
744

745 3. Prison Rape Elimination Act (PREA)
746 The Vendor must adopt and comply with all PREA standards. In accordance with the Federal
747 Prison Rape Elimination Act of 2003, and Delaware Department of Correction Policy Number
748 8.60 "Prison Rape Elimination Act", the Vendor must agree to report allegations of sexual
749 misconduct promptly, fully cooperate with investigation inquiries and participate in training
750 as directed by the Department of Correction, Employee Development Center, within thirty
751 (30) days of entering into contract. The vendor, vendor staffs (including volunteers and
752 subcontractors) agree to abide by Department of Correction Policy 8.60. The Vendor
753 acknowledges that all allegations of staff sexual misconduct and/or harassment will be
754 investigated and, if substantiated, will result in discipline up to and including termination. In
755 addition, all substantiated cases will be referred to the Delaware Department of Justice for
756 prosecution. Failure to report such misconduct, delays in reporting, or material omissions
757 shall be grounds for termination. If the Department policy is modified, the Vendor will be
758 notified and shall comply. See State of Delaware, Department of Correction Policy Number
759 8.60 "Prison Rape Elimination Act."
760

761 4. Prescription Services
762 a. Intake Services
763 • As offenders undergo Intake Screening by a Registered Nurse their past
764 medical history and current prescriptions are identified. In order to continue
765 these prescriptions uninterrupted the nurse obtains a Release of Medical
766 Information HIPAA form to contact the local pharmacies to verify these
767 prescriptions. The Pharmacy Vendor must be able to facilitate this
768 information gathering through any available central database of
769 prescriptions to enable the Medical Vendors prescribers to "bridge" the
770 prescriptions through a Stock Medicine Formulary until an individual
771 offender prescription can be submitted to the Vendor.

772 • Each offender entering a DDOC facility through Receiving and Booking
773 receives a skin test for Tuberculosis using PPD. Adequate supplies of this
774 testing serum must be available.
775

776 b. Sick Call Services

777 • The Medical Vendor is required to provide Emergency Sick Call 7 days per
778 week and such requires the availability of a Stock Medicine formulary to
779 dispense short-term acute care medications as needed. The Stock Medicine
780 formulary must be focused on the needs of the offenders rather than the
781 desires of the offenders minimizing those items that should be carried in a
782 DDOC Commissary.
783

784 c. Chronic Illness Management and Convalescent Care

785 • The DDOC is responsible for the medical care of many offenders with
786 chronic medical conditions requiring chronic and convalescent care, who are
787 physically handicapped, frail elderly, terminally ill, developmentally
788 disabled, and mentally ill. The Medical, Mental Health and Pharmacy
789 Vendors must work together to provide the services identified in the
790 individualized treatment care plans.

791 • Elderly Offenders - The elderly require special attention, including age-
792 and gender-specific care according to national guidelines, and particularly
793 Hospice Care when appropriate.

794 • HIV/AIDS Treatment - The Pharmacy Vendor is responsible for providing
795 prescription medications for offenders diagnosed with HIV/AIDS according
796 to current treatment guidelines established by the National Institutes of
797 Health (NIH). All staff performing any direct offender care services, licensed
798 or unlicensed, shall participate in HIV/AIDS educational programs. These
799 programs shall be developed by the Vendor and approved by the Bureau
800 Chief. The Vendor will provide such education to all pharmacy staff. The
801 Vendor shall provide the Bureau Chief with documentation of the PharmD's
802 attendance and participation in the educational programs.

803 • Hepatitis - All offenders will be vaccinated against Hepatitis A and B unless
804 previously vaccinated or who have positive serologic tests. Vaccination
805 against Hepatitis A and B will be begun within a year of the first
806 incarceration. Adequate supplies of these vaccinations must be available.

807 • Dialysis – There are offenders incarcerated with DDOC with chronic kidney
808 failure which must be maintained by chronic hemodialysis or peritoneal
809 dialysis. Currently, the dialysis chairs/beds are at the all-male James T.
810 Vaughn Correctional Center. The Women's facility does not have dialysis
811 facilities available but may be required to arrange for if a female offender is
812 admitted. The Pharmacy Vendor must have the usual medicines for chronic
813 dialysis patients available on the Formularies.

814 • Hospice Care – A number of offenders have life or long-term sentences
815 complicated by chronic diseases such as cancer, heart, lung, kidney, or liver
816 disease and have signed Advance Directives. The Pharmacy Vendor must
817 have the usual medicines for Hospice Care patients available on the
818 Formularies.

819 • Mentally Ill Offenders - Offenders who have an active mental illness and,
820 especially, offenders who have had an exacerbation of their mental illness,
821 are newly diagnosed, unstable on medication or difficult to treat, or whose
822 status has otherwise decompensated such that a more intense level of care
823 is required, must be actively treated and closely monitored in coordination
824 with the Mental Health Vendor. The Pharmacy Vendor must have the usual
825 medicines for Mental Health patients available on the Formularies. The
826 Mental Health Formulary must be coordinated with the Mental Health
827 Vendors, the Medical Director and Bureau Chief.

828

829 d. Emergency Requests - The DDOC anticipates that on a rare occasion such as an
830 influenza outbreak an order for medications and/or vaccines may be needed. The
831 Pharmacy Vendor must be able to respond to these requests in a timely manner;
832 including weekends and holidays as needed.

833

834 5. Pre-Authorization System - The Pharmacy Vendor shall coordinate with the Medical
835 Vendor a pre-authorization system that allows the Medical Vendor to prescribe a non-
836 formulary medication to ensure availability of these medicines in isolated cases. The non-
837 formulary medicine requested must be:

- 838 • Consistent with accepted clinical pathways established for evidence based
839 care;
- 840 • A more conservative acceptable approach;
- 841 • Quickly redirected if acceptable, lower cost alternatives are available;
- 842 • Physician/PharmD-driven such that only a physician or PharmD may
843 determine requested medication to be medically unnecessary or
844 inappropriate given the particular facts in the individual case;
- 845 • Has direct physician/PharmD-to-prescriber discussion on any medication
846 the review physician/PharmD feels may be medically inappropriate or
847 should be redirected. If the prescriber agrees after discussion with the
848 reviewer that the care is not appropriate or should be redirected, s/he
849 must document that in the offender health record. If the prescriber does
850 not agree with the reviewer, s/he must immediately initiate the appeal
851 process;
- 852 • Incorporates an appeals system that is time sensitive and that allows the
853 prescriber to appeal a case to the DDOC Medical Director or DDOC
854 Medical designee. The DDOC Medical Director or DDOC Medical designee
855 will be the final arbiter in all cases.

856

857 6. Telemedicine Support - As telemedicine becomes available; all Vendors shall support the
858 use of telemedicine as required by the DDOC to reduce the incidence of offender travel. The
859 Vendor may include a severable proposal for enhanced statewide telemedicine capability
860 and usage which meets generally acceptable professional standards for the delivery of
861 health care services. Such proposal shall include locations and areas in which telemedicine
862 may be appropriately utilized, the anticipated usage of such technology, the necessary
863 hardware and software to implement such a system, and a proposed timeframe for
864 completion of all work necessary to fully implement the proposed system. The proposal
865 must be consistent with Department of Technology and Information requirements.

866

867 7. On-site Pharmacy System Management (to be coordinated with the Medical Vendor)
868 a. Medication Ordering and Tracking - All medications ordered by a licensed
869 provider shall be provided in accordance with an approved formulary, and a system
870 for approval of Non-formulary medications. The Medical Vendor Nursing Services
871 shall be responsible for staffing the Pharmacy with an appropriately trained
872 pharmacy technician and dispensing medications to the offenders. Medications will
873 be dispensed at all facilities. Coordination with the orders of other health care
874 services, e.g. Mental Health and Dental providers to ensure the delivery of
875 medications is mandatory.

876
877 b. Maintenance of the Medication Administration Record (MAR) – The Vendor
878 Nursing Service will be responsible for documenting all medication dispensing on
879 the Medication Administration Record and the bound (not spiral-bound) Controlled
880 Dangerous Substance “Red Books”. The Vendor shall ensure that MARs are accurate
881 and up to date and that the MARs are filed in the offender’s charts monthly. An RN
882 shall be responsible for maintaining the accuracy of the MAR each shift. LPN’s may
883 dispense medications. The RN on the following shift is responsible for ensuring that
884 any inaccuracies on the MARs from the previous shift are corrected. The current
885 MAR for each offender will be provided (or a photocopy of the current MAR)
886 provided at each medical encounter for review by the Medical Provider.

887
888 8. Discharge Planning
889 a. Discharge planning is a priority for the DDOC and is to be conducted pursuant to
890 DDOC policy. Of greatest concern are offenders with chronic illnesses, serious
891 mental illness, and/or HIV/AIDS as well as women who have delivered children while
892 incarcerated or are pregnant. It is critical that the Vendor take every reasonable
893 effort to ensure that offenders are connected to community-based services and
894 have a sufficient supply of prescription medication upon discharge. The Medical
895 Vendor has primary responsibility to begin the process six to nine months prior to
896 release. The Mental Health Vendor shall ensure that a psychiatrist reviews all
897 psychiatric medications prior to discharge. Within 30 days of release, if known, the
898 Medical Vendor is required to provide a thorough written discharge plan. The
899 offender is given a written Discharge Plan with 30-days supply of their prescription
900 medication (but not O-T-Cs) and does not receive copies of their medical records at
901 release. The Pharmacy Vendor must coordinate the Discharge Planning for the 30-
902 days of prescription medicines and cardiac-associated aspirin for offenders who are
903 being released.

904
905 9. Utilization Review
906
907 a. The Vendor shall provide integrated information concerning care – this allows
908 effective monitoring of pharmacy management practices.
909
910 b. The Vendor must provide a Utilization Review Program that will include a monthly
911 report, by prescriber to BCHS:
912 • A list of delivered prescription medications and stock medications with
913 costs;
914 • A separate list of returned prescription and stock medications;

- 915 • A separate list of psychotropic medications delivered;
- 916 • A separate list of HIV/AIDS medications delivered;
- 917 • A separate list of non-formulary medications delivered;
- 918
- 919 c. The Vendor will cooperate with and provide requested information to BCHS
- 920 Utilization Review staff and Quality Assurance Staff in order to provide DDOC
- 921 information on fiscal and operational efficiency of Vendor services.
- 922
- 923 10. Administration
- 924 a. Coordination and Communication with DDOC
- 925 • Although some communication requirements are specified in the RFP, the
- 926 DDOC expects the Vendor to establish daily communication protocol with
- 927 the DDOC BCHS and facility administrative staff that is approved by the
- 928 Bureau Chief. The DDOC also expects that the Pharmacy Vendor's
- 929 administrative staff have a single contact person available on a daily basis.
- 930 The Vendor is responsible for informing DDOC of a change or substitution,
- 931 whether temporary or permanent, of the single contact person in each
- 932 facility. The Vendor must keep the DDOC administrative staff in each facility
- 933 informed of issues and problems, their resolution, special needs and special
- 934 medical circumstances as well as any other pertinent medical information.
- 935 • Cooperative Interaction with Other Offender Health Services Vendors. –
- 936 Each Vendor shall work cooperatively with any and all other health care
- 937 Vendor(s) selected by the DDOC to provide comprehensive services to
- 938 DDOC offenders such that access to care, continuity of care, and quality of
- 939 care are maintained. Administrators and Clinicians will participate in such
- 940 standing and ad hoc committees to coordinate Vendor activities as is
- 941 determined necessary by the Bureau Chief.
- 942
- 943 b. DACS Data Entry Mandatory – The Delaware Automated Correctional System
- 944 (DACS) is a web-based offender management system. DACS uses Oracle Database©
- 945 and Oracle© tools to store and retrieve data. Use of the DACS medical module and
- 946 all the components therein is a material requirement of any health care services
- 947 contract. BCHS anticipates the implementation of an order-entry module early in
- 948 the contract time-frame. Initial training on the system will be provided by DDOC
- 949 staff. Follow up training to be provided by the Vendor.
- 950
- 951 c. Human Resources Management
- 952 • Recruitment and Retention – The Vendor is responsible for providing staff
- 953 to the DDOC under this solicitation and must have a continuously active
- 954 recruitment and retention operation designed to attract qualified health
- 955 professionals and keep all positions filled, especially clinical positions. The
- 956 plan must be in writing and accepted by the Bureau Chief.
- 957 • New Employee/Contractor Training and Unit Orientation
- 958 • Each Vendor responsible for providing staff under this solicitation
- 959 must have a written New Employee Orientation and Training Plan and a
- 960 system for quickly moving new employees through the training. The
- 961 Vendor must work closely with the Bureau Chief to coordinate Vendor's
- 962 orientation and training programs with DDOC mandatory new

963 contractor training/orientation modules. In addition, the Vendor must
964 have a system for privileging licensed pharmacy professionals that
965 targets essential basics for safe offender care. DDOC-approved suicide
966 prevention training is mandatory for all on-site Vendor employees.
967 • As part of the plan, the Vendor must provide basic orientation training
968 and biennial updates to DDOC officers on the recognition of altered
969 physical or mental states associated with medical conditions.
970 • The Vendor will be held accountable for providing monthly updates
971 (electronically) on DDOC staff orientation and training including specific
972 training/orientation by facility and the individuals involved.

- 973 • Staffing
 - 974 • DDOC has provided minimal staffing requirements as set forth in
975 Appendix D (Vendor Staffing Requirements). Staffing volume and
976 coverage are subject to change by BCHS based on subsequent analysis
977 of staffing needs. DDOC will not pay staffing costs for positions that are
978 not filled. DDOC will actively monitor vendors staffing levels on an
979 ongoing basis and make a Management Fee price adjustment to the
980 monthly invoiced amount to eliminate payments for unfilled positions.
981 Any adjustments will be retroactive to the date when the position
982 became vacant and will continue until the position is filled. The vendor
983 may propose alternative methods for enforcing adequate staffing levels.
 - 984 • The Vendor will be required to provide service coverage at all facilities
985 based on the services stipulated in this contract.
 - 986 • Every staff position not filled will have a Management Fee price
987 adjustment. Initial staff positions will be filled within 45 days of the
988 contract start, and staff resignations will be filled within 45 days of the
989 last day the staff member works. The Management Fee price
990 adjustment will be based upon a per diem reduction of the position
991 salary. The vendor may temporarily fill a PharmD position with a locum
992 tenens without incurring a price adjustment.

993

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

- 995 • The Vendor responsible for providing staff under this solicitation shall
996 have a system for credentialing and privileging staff that is approved by
997 the Bureau Chief. Each off-site service requiring licensure and
998 certification in the State of Delaware used by any Vendor shall have that
999 licensure or certification on file and be in good standing without
1000 practice restrictions
- 1001 • In addition, BCHS has a privileging process that reviews the credentials
1002 of each of the licensed providers and grants site-specific privileges to
1003 the provider.

1004

1005 e. Work Hours Required On-Site

- 1006 • Credit for filling a post is given when an individual reports for duty at the
1007 facility to provide clinical service. Travel time is not considered as time
1008 worked with regard to the staffing hours.
- 1009 • All full-time hours shall be spent on-site at a facility, except as is otherwise
1010 expressly agreed to in writing by the Bureau Chief. Vendor must supply

1011 written documentation detailing schedules which are not consistent with
1012 the 40 hour week. Facility staffing work schedules may be modified only
1013 upon prior written agreement between the DDOC BCHS and the Vendor.
1014 The Vendor must obtain approval for any Vendor staff off-site training time.
1015 The maximum allowable training time per individual clinical staff member is
1016 40 hours per year. Staff training planned for Vendor's non-clinical staff must
1017 be clearly presented in Vendor's response to this RFP. The DDOC will not
1018 count staff time in attendance at off-site meetings unless so authorized in
1019 advance by the DDOC BCHS.

1020

1021 f. Policies, Procedures, and Guidelines/Protocols

1022 • The Vendor will follow all DDOC, BOP, BCHS policies and procedures. The
1023 Vendor will develop site-specific procedures and guidelines/protocols for all
1024 facilities at the beginning of the contract. They must be submitted to the
1025 DDOC for approval within 90 days of contract award and must meet NCCHC,
1026 ACA, DE CRS and DEA standards and be consistent with DDOC policies and
1027 procedures. The Vendor will provide the DDOC with a sufficient number of
1028 copies of their policies, procedures, protocols and guidelines as is necessary
1029 to supply DDOC administrators. All changes/revisions shall be supplied 30
1030 days prior to the intended initiation of such changes/revisions and be
1031 approved by the BCHS. All Vendor policies and procedures are subject to
1032 final approval by the DDOC.

1033

1034 g. Continuous Quality Improvement

1035 • The Vendor shall have a written continuous quality improvement system
1036 showing the continuous emphasis on quality it dedicates to all programs
1037 and services provided. The program shall be evidence-based, i.e., it shall be
1038 supportable by data collected and compiled by the Vendor on all service
1039 areas it provides under this contract. While utilization plays a role in the
1040 efficiency of services provided, quality indicators in the form of Outcome
1041 Measures must be established in coordination with the DDOC to ensure
1042 both efficiency and quality. The Vendor will work with the DDOC through its
1043 quality committee to develop a common form, format, and schedule for
1044 quality improvement reporting to ensure a system and tools for monitoring
1045 Vendor's efficiency, effectiveness, and quality of services. Monthly reporting
1046 to the Bureau Chief is mandatory and must be received prior to the Vendor
1047 receiving payment for the reporting month. The goal is to ensure adequate
1048 access to care for offenders with serious medical illness, to improve
1049 offender outcomes, and to meet NCCHC standards.

1050

1051 h. Morbidity and Mortality Review - • The Pharmacy Vendor providing consultation
1052 must participate in the DDOC Morbidity and Mortality Review Committee
1053 meetings consistent with DDOC Policy, NCCHC and ACA Standards.

1054

1055 i. Post-Critical Incident Review

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1057 • The Vendor must participate in the DDOC post-critical incident review
1058 process as defined in DDOC policies.

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j. Risk Management

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

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

- Security/privileged information pertaining to the DDOC, institutional security, offender health care, or Vendor will only be released on a need-to-know basis after appropriate DDOC authorization or pursuant to law.
- The Vendor will be responsible for ensuring that its personnel, including subcontractors, adhere to the DDOC's training, security and clearance procedures. Any Vendor personnel accessing DDOC and/or State information systems must adhere to all clearance procedures. Violations of information system clearance procedures may be subject to criminal or civil penalties. The Vendor and its personnel will be subject to and will comply with all DDOC and institution security operating policies and procedures. Violations may result in the employee being denied access to the institution. In this event, the Vendor will provide alternate personnel (subject to DDOC approval) to supply uninterrupted services.
- The Pharmacy Vendor must plan and implement a robust inventory management system involving formulary management and periodic inventory for stock medicines and offender prescriptions. This inventory system must also include a weekly inventory of controlled substances and destruction accountability.

III. Pricing and Payment

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

Absolute transparency in contractor overhead

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

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

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

- 1107 c. The contract Administrative fee, while including the fixed profit percentage, must
1108 be separated out from the other costs.
1109
- 1110 d. Each Vendor must provide information on the percentage profit they are
1111 proposing in their application.
1112
- 1113 e. Any inflation factors intended to be used must be presented along with the
1114 justification for using them and methodology of their application.
1115
- 1116 f. Inventory control is a significant factor and how medicines that are returned are
1117 credited can impact the costs to the State. The proposal must include an
1118 explanation of how returned items will be credited.
1119
- 1120 g. The DDOC will consider incentives proposed by the Vendor for maintaining the
1121 quality of clinical outcomes based on measurable indicators. The Vendor must be
1122 specific on the methodology for collecting measuring the outcomes and the
1123 outcomes indicators must be based on standards acceptable to the Bureau Chief,
1124 Healthcare Services.
1125
- 1126 Note: The State highly encourages modifications to this model if, and only if, there is a clear
1127 advantage to the State. The Vendors must propose any modifications to the proposal. For
1128 example; Vendors may submit pricing models that include discounts to the State for longer
1129 term contracts; models that include sharing rebates or volume discounts given by
1130 pharmaceutical manufacturers. Such models must have the same transparency as the
1131 pricing model above, including clear declaration of the costs and profit margins anticipated
1132 by the model.
1133
- 1134 2. Vendor pricing shall be as follows:
- 1135 a. Total pricing shall include base cost (actual acquisition cost) of type of service to
1136 be provided plus management fee per offender per month. Separate proposals
1137 offering other pricing options of markup percentage (%) or service fee per offender
1138 or service may also be offered and are encouraged.
1139
- 1140 b. Alternative cost proposals may be offered in addition to the form and format
1141 required. DDOC also highly encourages proposals which allow for a price reduction
1142 in exchange for a long-term contract of various lengths.
1143
- 1144 c. Management fee per offender per month – Management fee will include the cost
1145 of the entire program, e.g. equipment, overhead, distribution, labor, taxes. (All
1146 proposals must include this option).
1147
- 1148 d. Mark-up percentage (%): Vendor, at its discretion may present sliding percentage
1149 based upon total annual net service expense and contract length.
1150
- 1151 e. Vendor's price adjustments will be restricted to the base cost of the service
1152 provided. Price adjustments, if requested, will be supported by appropriate
1153 documentation. Price adjustments will not include the mark-up percentage for

1154 service fee or increase of management fee per offender unless originally specified as
1155 an annual escalator in a multi-year proposal.

1156

1157 f. Alternative pricing models involving any rebates or discounts are highly
1158 encouraged and must be clearly identified as part of the pricing structure.

1159

1160 g. Vendor agrees to provide, as requested by DDOC, copies of actual invoices from
1161 any Vendor's providers or suppliers.

1162

1163 h. Vendor shall detail all on-going training, systems/equipment maintenance or
1164 other costs associated with this contract.

1165

1166 3. Service Fee per offender – Service fee will include the cost of the entire program, e.g.
1167 equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from
1168 the actual procurement of product and ongoing service of the contract (i.e. one-time start-
1169 up costs).

1170

1171 **IV. Required Information**

1172 The following information shall be provided in each proposal in the order listed below.

1173 Failure to respond to any request for information within this proposal may result in rejection
1174 of the proposal at the sole discretion of the DDOC.

1175

1176 **A. Minimum Requirements**

1177 1. Delaware business license: Provide evidence of a Delaware business license or evidence
1178 of an application to obtain the business license.

1179

1180 2. Professional liability insurance: Provide evidence of professional liability insurance in the
1181 amount of \$5,000,000.00.

1182

1183 3. Vendors must demonstrate that they have had at least 3 years' experience in multi-
1184 vendor state-wide correctional health care or 3 years' experience in pharmaceutical services
1185 in Delaware.

1186

1187 **B. General Evaluation Requirements**

1188 1. Corporate Experience: Company's overall related work experience which meets
1189 qualifications of the RFP, experience in providing correctional health care programs for
1190 offender populations up and exceeding 7,000, and current experience in providing them in
1191 facilities that are ACA, NCCHC, or JCAHO accredited or providing health care in Delaware;
1192 experience in utilization management and in producing cost savings while maintaining
1193 appropriate offender outcomes. Experience should be demonstrated by providing
1194 information separately for infirmary and hospital care. If the Vendor has clinical experience
1195 in Delaware, the Vendor must provide the above based information on that clinical
1196 experience.

1197

1198 2. In addition, the Vendor should provide a brief description of current or past services
1199 similar to those proposed, indicating success of those services and target population served
1200 by the Vendor. Include the number of offenders (offenders) served and a brief description of
1201 the types of services provided. Include a summary of the Vendor's current and recent

- 1202 history of past performances related to correctional or clinical health care including all
1203 contracts awarded in the past five years.
- 1204 • Indicate capacity to successfully manage proposed services.
 - 1205 • Specify corporate experience in providing correctional or clinical health care.
- 1206 Include in your discussion the number of employees in the firm, annualized dollars
1207 of payroll, and number of years in business.
- 1208 • Specify facilities that the Vendor operates that are currently accredited and non-
1209 accredited. Include the following information:
- 1210 • Name of facility, accrediting agency (e.g., ACA, NCCHC, JCAHO), and dates
1211 of re-accreditation. List any facilities that have lost accreditation and the
1212 reason why.
 - 1213 • List all fines which exceed \$1,000, incurred under other contracts for non-
1214 performance of duties, in whole or in part, within the last three years.
 - 1215 • List all contracts on which you experienced a loss of funds due to fines,
1216 delay damages, liquidated damages, and/or forfeiture of performance or
1217 proposal bonds in whole or in part.
 - 1218 • Submit the names, business addresses, telephone numbers, and fax
1219 numbers of at least five of your major suppliers and/or sub vendors in the
1220 last five years.
 - 1221 • Name of any facilities owned or operated by Vendor that are on
1222 probation.
 - 1223 • Provide the most recent NCCHC or another accreditation agency survey
1224 for all facilities.
- 1225
- 1226 3. Quality of Response: Understanding of project requirements and ability to clearly describe
1227 how their program will meet RFP objectives. Implies judgment of evaluators on how
1228 reasonable the Vendor's plan is given particular requirements of the Delaware correctional
1229 system. In addition, pricing models will be considered.
- 1230
- 1231 4. Corporate Capability: Financial stability as determined by review of financial information
1232 provided by the Vendor; perceived ability to start up and manage the program in the time
1233 required using the staff, structure and phase in required in the RFP. Financial stability should
1234 be demonstrated through production of balance sheets and income statements or other
1235 generally accepted business record for the last 3 years that includes the following: the
1236 Vendor's Earnings Before Interest & Taxes, Total Assets, Net Sales, Market Value of Equity,
1237 Total Liabilities, Current Assets, Current Liabilities, and Retained Earnings.
- 1238 • In addition to financial information, discuss any corporate reorganization or
1239 restructuring that has occurred within the last three years and discusses how the
1240 restructuring will impact the Vendor's ability to provide services proposed. Also
1241 disclose the existence of any related entities (sharing corporate structure or
1242 principal officers) doing business in the field of correctional health care. The DDOC
1243 reserves the right to terminate the contract, based upon merger or acquisition of
1244 the Vendor, during the course of the contract. Include a description of any current
1245 or anticipated business or financial obligations, which will coincide with the term of
1246 this contract.
- 1247
- 1248 5. Price: Relative cost-effectiveness of service offered in the proposal based on the total
1249 dollar figure for delivery of all services for the contract period. Explain how pricing model

1250 affords lowest cost without sacrificing quality. "What if" scenarios should be run to fully
1251 evaluate each proposed model should actual prices be above or below the proposed target.
1252 The transparency of the different pricing models will also be considered.

1253

1254 6. References: Verified customer and subcontractors' references from similar operations
1255 based on the reported degree of satisfaction of services. Consider significance of reported
1256 performance against contract requirements and litigation, past and current, and success in
1257 obtaining and maintaining NCCHC or similar standards in correctional systems of similar
1258 scope.

1259

1260 **V. Professional Services RFP Administrative Information**

1261 A. RFP Issuance

1262 1. Obtaining Copies of the RFP - This RFP is available in electronic form through the State of
1263 Delaware, Government Support Services website at <http://bids.delaware.gov>. Paper copies
1264 of this RFP will be available upon written request sent to:

1265

1266 Department of Correction
1267 Attn: Erika Martine-Duquette, Purchasing Services Administrator
1268 245 McKee Road
1269 Dover, DE 19904

1270

1271 B. Public Notice

1272 1. Public notice has been provided in accordance with 29 Del. C. § 6981.

1273

1274 2. No Press Releases or Public Disclosure-Vendors may not release any information about
1275 this RFP. The DDOC reserves the right to pre-approve any news or advertising releases
1276 concerning this RFP, the resulting contract, the work performed, or any reference to the
1277 State of Delaware or the DDOC with regard to any project or contract performance. Any
1278 such news or advertising releases pertaining to this RFP or resulting contract shall require
1279 the prior express written permission of the DDOC.

1280

1281 C. Assistance to Vendors with a Disability – Vendors with a disability may receive
1282 accommodation regarding the means of communicating this RFP or participating in the
1283 procurement process. For more information, contact the Designated Contact no later than
1284 ten days prior to the deadline for receipt of proposals.

1285

1286 D. RFP Designated Contact

1287 1. All requests, questions, or other communications about this RFP shall be made in writing
1288 to the DDOC. Address all communications to the person listed below; communications made
1289 to other State of Delaware personnel or attempting to ask questions by phone or in person
1290 will not be allowed or recognized as valid and may disqualify the Vendor. Vendors should
1291 rely only on written statements issued by the RFP designated contact.

1292 James C. Welch, RN, HNB-BC,
1293 Department of Correction
1294 245 McKee Road
1295 Dover, DE 19904
1296 james.welch@state.de.us

1297

1298 2. To ensure that written requests are received and answered in a timely manner, electronic
1299 mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and
1300 courier services can also be used.

1301

1302 E. Consultants and Legal Counsel – The DDOC may retain consultants or legal counsel to
1303 assist in the review and evaluation of this RFP and the Vendors’ responses. Vendors shall not
1304 contact the DDOC consultant or legal counsel on any matter related to the RFP.

1305

1306 F. Contact with State Employees – Direct contact with DDOC employees other than the
1307 DDOC Designated Contact regarding this RFP is expressly prohibited without prior consent.
1308 Vendors directly contacting State of Delaware employees risk elimination of their proposal
1309 from further consideration. Exceptions exist only for organizations currently doing business
1310 in the State who require contact in the normal course of doing that business.

1311

1312 G. Organizations Ineligible to Bid – Any individual, business, organization, corporation,
1313 consortium, partnership, joint venture, or any other entity including subcontractors
1314 currently debarred or suspended by the Federal government, any state or municipality is
1315 ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any
1316 reason is ineligible to respond to the RFP.

1317

1318 H. Exclusions

1319 1. The Proposal Evaluation Team reserves the right to refuse to consider any proposal from
1320 a Vendor or its principals who:

1321

1322 a. Has been convicted for commission of a criminal offense as an incident to
1323 obtaining or attempting to obtain a public or private contract or subcontract, or in
1324 the performance of the contract or subcontract;

1325

1326 b. Has been convicted under State or Federal statutes of embezzlement, theft,
1327 forgery, bribery, falsification or destruction of records, receiving stolen property, or
1328 other offense indicating a lack of business integrity or business honesty that
1329 currently and seriously affects responsibility as a State Vendor;

1330

1331 c. Has been convicted or has had a civil judgment entered for a violation under State
1332 or Federal antitrust statutes;

1333

1334 d. Has violated contract provisions such as:

1335

1336 • Knowing failure without good cause to perform in accordance with the
1337 specifications or within the time limit provided in the contract; or

1338

1339 • Failure to perform or unsatisfactory performance in accordance with
1340 terms of one or more contracts;

1341

1342 • Has violated ethical standards set out in law or regulation;
1343 • Any other cause listed in regulations of the State of Delaware determined
1344 to be serious and compelling as to affect responsibility as a State Vendor,
1345 including suspension or debarment by another governmental entity for a
cause listed in the regulations, and

1346

1347 • Has been found liable for violations of any State or Federal False Claim
1348 Act.

1349

1346 I. RFP Submissions – Acknowledgement of Understanding of Terms – By submitting a bid,
1347 each Vendor shall be deemed to acknowledge that it has carefully read all sections of this
1348 RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all
1349 existing conditions and limitations.

1350

1351 J. Proposals

1352 1. To be considered, all proposals must be submitted in writing and respond to the items
1353 outlined in this RFP. DDOC reserves the right to reject any non-responsive or non-
1354 conforming proposals. Each proposal must be submitted with 11 paper copies and 11
1355 electronic copies on CD.

1356

1357 2. All properly sealed and marked proposals are to be sent to the DDOC and received no
1358 later than **4 PM EST on October 18, 2013**. The Proposals may be delivered by Express
1359 Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

1360

1361

1362 James C. Welch, RN, HNB-BC,
1363 Department of Correction
1364 245 McKee Road
1365 Dover, DE 19904

1366

1367 3. Any proposal submitted by US Mail shall be sent by either certified or registered mail.
1368 Proposals must be received at the above address no later than **4 PM EST on October 18,**
1369 **2013**. Any proposal received after this date and time shall not be considered and shall be
1370 returned unopened. The proposing Vendor bears the risk of delays in delivery. The contents
1371 of any proposal shall not be disclosed as to be made available to competing entities during
1372 the negotiation process.

1373

1374 4. Upon receipt of Vendor proposals, each Vendor shall be presumed to be thoroughly
1375 familiar with all specifications and requirements of this RFP. The failure or omission to
1376 examine any form, instrument or document shall in no way relieve Vendors from any
1377 obligation in respect to this RFP.

1378

1379 K. Proposal Modifications – Any changes, amendments or modifications to a proposal must
1380 be made in writing, submitted in the same manner as the original response and
1381 conspicuously labeled as a change, amendment or modification to a previously submitted
1382 proposal. Changes, amendments or modifications to proposals shall not be accepted or
1383 considered after the hour and date specified as the deadline for submission of proposals.

1384

1385 L. Proposal Costs and Expenses – The DDOC will not pay any costs incurred by any Vendor
1386 associated with any aspect of responding to this solicitation, including proposal preparation,
1387 printing or delivery, attendance at Vendor’s conference, system demonstrations or
1388 negotiation process.

1389

1390 M. Proposal Expiration Date – Prices quoted in the proposal shall remain fixed and binding
1391 on the Vendor at least through six months. The DDOC reserves the right to ask for an
1392 extension of time if needed.

1393

1394 N. Late Proposals – Proposals received after the specified date and time will not be accepted
1395 or considered. To guard against premature opening, sealed proposals shall be submitted,
1396 plainly marked with the proposal title, Vendor name, and time and date of the proposal
1397 opening. Evaluation of the proposals is expected to begin shortly after the proposal due
1398 date. To document compliance with the deadline, the proposal will be date and time
1399 stamped upon receipt.

1400

1401 O. Proposal Opening

1402 1. The DDOC will receive proposals until the date and time shown in this RFP. Proposals will
1403 be opened only in the presence of the DDOC personnel. Any unopened proposals will be
1404 returned to Vendor.

1405

1406 2. There will be no public opening of proposals but a public log will be kept of the names of
1407 all Vendor organizations that submitted proposals. The contents of any proposal shall not be
1408 disclosed to competing Vendors prior to contract award.

1409

1410 P. Non-Conforming Proposals – Non-conforming proposals will not be considered. Non-
1411 conforming proposals are defined as those that do not meet the requirements of this RFP.
1412 The determination of whether an RFP requirement is substantive or a mere formality shall
1413 reside solely within the DDOC.

1414

1415 Q. Concise Proposals – The DDOC discourages overly lengthy and costly proposals. It is the
1416 desire that proposals be prepared in a straightforward and concise manner. Unnecessarily
1417 elaborate brochures or other promotional materials beyond those sufficient to present a
1418 complete and effective proposal are not desired. The State of Delaware’s interest is in the
1419 quality and responsiveness of the proposal.

1420

1421 R. Realistic Proposals

1422 1. It is the expectation of the DDOC that Vendors can fully satisfy the obligations of the
1423 proposal in the manner and timeframe defined within the proposal. Proposals must be
1424 realistic and must represent the best estimate of time, materials and other costs including
1425 the impact of inflation and any economic or other factors that are reasonably predictable.

1426

1427 2. The DDOC shall bear no responsibility or increased obligation for a Vendor’s failure to
1428 accurately estimate the costs or resources required to meet the obligations defined in the
1429 proposal.

1430

1431 S. Confidentiality of Documents

1432 1. All documents submitted as part of the Vendor’s proposal will be deemed confidential
1433 during the evaluation process to the extent permitted by law. Vendor proposals will not be
1434 available for review by anyone other than the DDOC/Proposal Evaluation Team or its
1435 designated agents. There shall be no disclosure of any Vendor’s information to a competing
1436 Vendor prior to award of the contract unless required by law.

1437

1438 2. The DDOC is a public agency as defined by State law, and as such, it is subject to the
1439 Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under State law, the majority of
1440 DDOC’s records are presumptively confidential. See 11 Del. C. § 4322 and are usually not
1441 subject to inspection and copying by any person. Vendor(s) are advised that once a proposal

1442 is received by the DDOC and a decision on contract award is made, its contents may become
1443 public record and nothing contained in the proposal will be deemed to be confidential
1444 unless supported by law.

1445

1446 3. Vendor(s) shall not include any information in its proposal that is proprietary in nature or
1447 that it would not want to be released to the public. Proposals must contain sufficient
1448 information to be evaluated and a contract written without reference to any proprietary
1449 information. If a Vendor feels that it cannot submit its proposal without including
1450 proprietary information, it must adhere to the following procedure or their proposal may be
1451 deemed unresponsive and will not be recommended for selection. Vendor(s) must submit
1452 any required proprietary information in a separate, sealed envelope labeled "Proprietary
1453 Information" with the RFP number. The envelope must contain a letter from the Vendor's
1454 legal counsel describing the documents in the envelope, representing in good faith that the
1455 information in each document is not "public record" as defined by 29 Del. C. § 10002(g), and
1456 briefly stating the reasons that each document meets the said definitions. The opinions of
1457 Vendor's legal counsel shall not be binding upon DDOC.

1458

1459 4. Upon receipt of a proposal accompanied by such a separate, sealed envelope, the DDOC
1460 will open the envelope to determine whether the procedure described above has been
1461 followed.

1462

1463 T. Multi-Vendor Solutions (Joint Ventures)

1464 1. Multi-Vendor solutions will be allowed only if one of the venture partners is designated as
1465 the "prime contractor". The "prime contractor" must be the joint venture's contact point for
1466 the DDOC and be responsible for the joint venture's performance under the contract,
1467 including all project management, legal and financial responsibility for the implementation
1468 of all Vendor's systems. If a joint venture is proposed, a copy of the joint venture agreement
1469 clearly describing the responsibilities of the partners must be submitted with the proposal.
1470 Services specified in the proposal shall not be subcontracted without prior written approval
1471 by the DDOC, and approval of a request to subcontract shall not in any way relieve Vendor
1472 of responsibility for the professional and technical accuracy and adequacy of the work.
1473 Further, Vendor shall be and remain liable for all damages to the DDOC caused by negligent
1474 performance or non-performance of work by its subcontractor or its sub-subcontractor.

1475

1476 2. Multi-Vendor proposals must be a consolidated response with all cost included in the cost
1477 summary. Where necessary, RFP response pages are to be duplicated for each Vendor.

1478

1479 U. Primary Vendor

1480 1. The DDOC expects to negotiate and contract with only one "Primary Vendor". The DDOC
1481 will not accept any proposals that reflect an equal teaming arrangement or from Vendors
1482 who are co-bidding on this RFP. The Primary Vendor will be responsible for the management
1483 of all subcontractors.

1484

1485 2. Any contract that may result from this RFP shall specify that the Primary Vendor is solely
1486 responsible for fulfillment of any contract with the DDOC as a result of this procurement.
1487 The DDOC will make contract payments only to the awarded Vendor. Payments to any-
1488 subcontractors are the sole responsibility of the Primary Vendor.

1489

1490 V. Sub-Contracting
1491 1. The Vendor selected shall be solely responsible for contractual performance and
1492 management of all subcontract relationships. This contract allows subcontracting
1493 assignments; however, Vendors assume all responsibility for work quality, delivery,
1494 installation, maintenance, and any supporting services required by a subcontractor.
1495
1496 2. Use of subcontractors must be clearly explained and identified by name in the proposal.
1497 The Primary Vendor shall be wholly responsible for the entire contract performance
1498 whether or not subcontractors are used. Use of subcontractors must be clearly explained in
1499 the proposal, and subcontractors must be identified by name. Any subcontractors must be
1500 approved by DDOC. DDOC may unilaterally terminate any approved sub-contractor through
1501 the procedures set forth in the termination provisions set forth at paragraph VI(J)(5)(o) and
1502 (p).
1503
1504 3. Any sub-contractors must be approved by DDOC.
1505
1506 W. Multiple Proposals – A primary Vendor may not participate in more than one proposal in
1507 any form. Sub-contracting Vendors may participate in multiple joint venture proposals.
1508
1509 X. Discrepancies and Omissions
1510 1. Vendor is fully responsible for the completeness and accuracy of their proposal, and for
1511 examining this RFP and all addenda. Failure to do so will be at the sole risk of Vendor.
1512 Should Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or
1513 should any questions arise concerning this RFP, Vendor shall notify the DDOC’s Designated
1514 Contact, in writing, of such findings at least ten (10) days before the proposal opening. This
1515 will allow issuance of any necessary addenda. It will also help prevent the opening of a
1516 defective proposal and exposure of Vendor’s proposal upon which award could not be
1517 made. All unresolved issues should be addressed in the proposal.
1518
1519 2. Protests based on any omission or error, or on the content of the solicitation, will be
1520 disallowed if these faults have not been brought to the attention of the Designated Contact,
1521 in writing, no later than ten (10) calendar days prior to the time set for opening of the
1522 proposals.
1523
1524 Y. RFP Question and Answer Process
1525 1. The DDOC will allow written requests for clarification of the RFP. Requests may be
1526 submitted either electronically to DOC_MedicalMail@state.de.us or by mail. All questions
1527 will be consolidated into a single set of responses and posted on the Government Support
1528 Service’s website at <http://bids.delaware.gov> by 12:00 PM each Friday, with final set of
1529 consolidated answers posted by **4:00 PM EST on Friday, October 11, 2013**. Vendors’ names
1530 will be removed from questions in the responses released. Questions should be submitted in
1531 the following format. Deviations from this format will not be accepted.
1532
1533 RFP Section number
1534 Page number, Paragraph number
1535 Text of passage being questioned
1536 Question
1537

1538 2. Questions not submitted electronically shall be accompanied by a CD and questions shall
1539 be formatted in Microsoft Word. Written questions will be accepted during the mandatory
1540 pre-bid meeting. Written questions will also be accepted until **4:00 PM EST on October 4th,**
1541 **2013.**

1542
1543 Z. DDOC's Right to Reject Proposals – The DDOC reserves the right to accept or reject any or
1544 all proposals or any part of any proposal, to waive defects, technicalities or any
1545 specifications (whether they be in the DDOC's specifications or Vendor's response), to sit
1546 and act as sole judge of the merit and qualifications of each product offered, or to solicit
1547 new proposals on the same project or on a modified project which may include portions of
1548 the originally proposed project as the DDOC may deem necessary in the best interest of the
1549 DDOC.

1550
1551 AA. DDOC's Right to Cancel Solicitation

1552
1553 1. The DDOC reserves the right to cancel this solicitation or portions thereof at any time
1554 during the procurement process, for any reason or for no reason. The DDOC makes no
1555 commitments expressed or implied, that this process will result in a business transaction
1556 with any Vendor.

1557
1558 2. This RFP does not constitute an offer by the DDOC. Vendor's participation in this process
1559 may result in the DDOC selecting the Vendor's organization to engage in further discussions
1560 and negotiations toward execution of a contract. The commencement of such negotiations
1561 does not, however, signify a commitment by the DDOC to execute a contract nor to
1562 continue negotiations. The DDOC may terminate negotiations at any time and for any
1563 reason, or for no reason.

1564
1565 BB. State's Right to Award Multiple Source Contracting – Pursuant to 29 Del. C. § 6986, the
1566 DDOC may award a contract for a particular professional service to two or more Vendors if
1567 the agency head makes a determination that such an award is in the best interest of the
1568 State of Delaware.

1569
1570 CC. Notification of Withdrawal of Proposal

1571
1572 1. Vendor may modify or withdraw its proposal by written request, provided that both
1573 proposal and request is received by the DDOC prior to the proposal due date. Proposals may
1574 be re-submitted in accordance with the proposal due date in order to be considered further.

1575
1576 2. Proposals become the property of the DDOC at the proposal submission deadline. All
1577 proposals received are considered firm offers at that time.

1578
1579 DD. Revisions to the RFP – If it becomes necessary to revise any part of the RFP, an
1580 addendum will be posted on the Government Support Service's website at
1581 <http://bids.delaware.gov>. The DDOC is not bound by any statement related to this RFP made
1582 by any State of Delaware employee, contractor, Vendor or its agents.

1583

1584 EE. Exceptions to the RFP – Any exceptions to the RFP, or the DDOC’s terms and conditions,
1585 must be highlighted and included in writing in the proposal. Acceptance of exceptions is
1586 within the sole discretion of the Proposal Evaluation Team.

1587

1588 FF. Award of Contract

1589

1590 1. The Proposal Evaluation Team shall report to the DDOC its recommendation as to which
1591 Vendor(s) the DDOC should negotiate for a possible award. The DDOC may negotiate with at
1592 least one of the qualified Vendors and may negotiate will multiple Vendors at the same
1593 time. Once negotiations have been successfully concluded, the DDOC shall notify the
1594 Vendors of its selection(s). The DDOC has the sole right to select the successful Vendor(s) for
1595 award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to
1596 other than the lowest priced proposal, to award multiple contracts, or not to award a
1597 contract, as a result of this RFP.

1598

1599 2. Notice in writing to a Vendor of the acceptance of its proposal by the DDOC, the
1600 subsequent full execution of a written contract and execution of a Purchase Order will
1601 constitute a contract, and no Vendor will acquire any legal or equitable rights or privileges
1602 until the occurrence of these events. All Vendor(s) will be notified of their selection status.”

1603

1604 **VI. Proposal Evaluation Procedures**

1605

1606 A. Basis of Award:

1607

1608 1. The DDOC shall award this contract(s) to the most responsible and responsive Vendor(s)
1609 who best meets the terms and conditions of the proposal. The award will be made on basis
1610 of corporate experience, corporate capability, and quality of the Vendor’s response, price
1611 and references. The DDOC is looking for best quality and value.

1612

1613 2. The DDOC reserves the right to reject any or all proposals in whole or in part, to make
1614 multiple awards, partial awards, award by types, item by item, or lump sum total, whichever
1615 may be most advantageous to the State of Delaware. The intent though is to award this
1616 contract to the best value Vendor(s).

1617

1618 B. Proposal Evaluation Team – The Proposal Evaluation Team comprises of a group with
1619 expertise in health care, procurement, contract management, budgeting, and technical
1620 operations. The Team shall determine which Vendors meet the minimum requirements
1621 pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981
1622 and 6982. The Team shall make a recommendation regarding the award to the
1623 Commissioner of Correction who shall have final authority, subject to the provisions of this
1624 RFP and 29 Del. C. § 6982, to award a contract to the successful Vendor in the best interests
1625 of the State of Delaware.

1626

1627 C. Requirements of the Vendor(s):

1628

1629 1. The purpose of this section is to assist the Proposal Evaluation Team to determine the
1630 ability of the organization to provide the services described in the application. The response
1631 should include:

- 1632 a. Brief history of the organizations, including accreditation status, if applicable.
1633 b. Applicant's experience, if any, providing similar services. At least three references
1634 are required.
1635 c. Brief history of any subcontractors of the organization, if applicable. At least three
1636 references of subcontractor, if applicable.
1637 d. Financial information to demonstrate financial stability and capability to carry of
1638 the requirements of the RFP including but not limited to the Vendor's Earnings
1639 Before Interest & Taxes, Total Assets, Net Sales, Market Value of Equity, Total
1640 Liabilities, Current Assets, Current Liabilities, and Retained Earnings in the form of
1641 balance sheets, income statements or other generally accepted financial forms for
1642 the past three years.
1643 e. Describe the methodology/approach used for implementing services including a
1644 work plan and time line.
1645

1646 D. Criteria and Scoring:

1647 1. Proposal Selection Criteria
1648

1649 a. The Proposal Evaluation Team shall assign up to the maximum number of points
1650 for each Evaluation Item to each of the proposing Vendor's proposals. All
1651 assignments of points shall be at the sole discretion of the Proposal Evaluation
1652 Team.
1653

1654 b. The proposals all contain the essential information on which the award decision
1655 shall be made. The information required to be submitted in response to this RFP has
1656 been determined by the State of DDOC to be essential for use by the Team in the
1657 bid evaluation and award process. Therefore, all instructions contained in this RFP
1658 shall be met in order to qualify as a responsive and responsible Vendor and
1659 participate in the Proposal Evaluation Team's consideration for award. Proposals
1660 which do not meet or comply with the instructions of this RFP may be considered
1661 non-conforming and deemed non-responsive and subject to disqualification at the
1662 sole discretion of the Team.
1663

1664 c. The Team reserves the right to:

- 1665 • Recommend for contract or for negotiations a proposal other than that
1666 with lowest costs.
- 1667 • Reject any and all proposals or portions of proposals received in response
1668 to this RFP or to make no award or issue a new RFP.
- 1669 • Waive or modify any information, irregularity, or inconsistency in
1670 proposals received.
- 1671 • Request modification to proposals from any or all Vendors during the
1672 contract review and negotiation.
- 1673 • Negotiate any aspect of the proposal with any Vendor and negotiate with
1674 more than one Vendor at the same time.
- 1675 • Select more than one Vendor pursuant to 29 Del. C. §6986. Such selection
1676 will be based on the type of service

1677 2. Criteria Weight
1678

1679
1680
1681
1682

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

1685 E. Cost Proposal

1686

1687 1. Both “full risk” and “shared risk” pricing models are acceptable to the DDOC. Fixed
1688 administrative fees for management services are also acceptable so long as a clear and
1689 concise statement explaining how such costs are calculated is included. Vendors are
1690 encouraged to provide multiple types of pricing models for consideration in any response to
1691 this RFP. Proposals may include escalators during the course of the contract for critical staff
1692 or other components if supported by data which explains of the need for cost increases and
1693 the method for calculating same. Staffing or other incentive mechanisms that Vendors have
1694 used successfully in other jurisdictions to minimize costs or maintain staffing levels will be
1695 seriously considered.

1696

1697 2. Vendors are encouraged to be creative in their cost proposals with the intent to minimize
1698 costs to the state. Each Vendor must include in its price proposal a full explanation how the
1699 model proposed is the best model for the DDOC to both provide adequate levels of
1700 healthcare services and control offender health care costs. While different models are
1701 encouraged, nothing in any of the models offered shall compromise the different services
1702 provided to any offender or DDOC staff.

1703

1704 3. The cost mechanism will be a system that provides incentive to the Vendor to reduce the
1705 costs of care without compromising that care.

1706

1707 F. Proposal Clarification – The Proposal Evaluation Team may contact any Vendor in order to
1708 clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals
1709 may not be modified as a result of any such clarification request.

1710

1711 G. References – The Proposal Evaluation Team may contact any customer of the Vendor,
1712 whether or not included in the Vendor’s reference list, and use such information in the
1713 evaluation process. Additionally, DDOC may choose to visit existing installations of
1714 comparable systems, which may or may not include Vendor personnel. If the Vendor is
1715 involved in such facility visits, DDOC will pay travel costs only for DDOC personnel or
1716 Proposal Evaluation Team members for these visits.

1717

1718 H. Oral Presentations

1719

1720 1. Selected Vendors may be invited to make oral presentations to the Proposal Evaluation
1721 Team. The Vendor representative(s) attending the oral presentation shall be technically
1722 qualified to respond to questions related to the proposed system and its components.

1723

1724 2. All of the Vendor’s costs associated with participation in oral discussions and system
1725 demonstrations conducted for DDOC are the Vendor’s responsibility.

1726

1727 I. Point Scores – Proposal Evaluation Team members will assign up to the maximum number
1728 of points listed for each of the areas listed above. For items having quantitative answers,
1729 points will be proportionate to each Vendor’s response. Items with qualitative answers will
1730 receive the average of points assigned by Proposal Evaluation Team members.

1731

1732

1733 J. Contract Terms and Conditions

1734 1. General Information

1735

1736 a. The basic term of the contract between the successful Vendor and the DDOC shall
1737 be for two (2) years. Each contract may be renewed for two (2) additional one (1)
1738 year periods through negotiation between the contractor and DDOC. Negotiation
1739 must be initiated no later than ninety (90) days prior to the termination of the
1740 current agreement. Proposers are encouraged to offer proposals that include
1741 pricing discounts for longer-term contracts.

1742

1743 b. The selected Vendor will be required to enter into a written contract with the
1744 DDOC. The DDOC reserves the right to incorporate standard State contractual
1745 provisions into any contract negotiated as a result of a proposal submitted in
1746 response to this RFP. Any proposed modifications to the terms and conditions of the
1747 standard contract are subject to review and approval by the DDOC. Vendors will be
1748 required to sign the contract for all services, and may be required to sign additional
1749 agreements.

1750

1751 c. The selected Vendor(s) will be expected to enter negotiations with the DDOC,
1752 which will result in a formal contract between parties. Procurement will be in
1753 accordance with subsequent contracted agreement. This RFP and the selected
1754 Vendor's response to this RFP will be incorporated as part of any formal contract.

1755

1756 d. The DDOC's standard contract will most likely be supplemented with the Vendor's
1757 software license, support/maintenance, source code escrow agreements, and/or
1758 any other applicable agreements. The terms and conditions of these agreements
1759 will be negotiated with the Vendor during actual contract negotiations.

1760

1761 e. The successful Vendor shall promptly execute a contract incorporating the terms
1762 of this RFP.

1763

1764 f. If the Vendor to whom the award is made fails to enter into the contract as herein
1765 provided, the award will be annulled, and an award may be made to another
1766 Vendor. Such Vendor shall fulfill every stipulation embraced herein as if they were
1767 the party to whom the first award was made.

1768

1769 2. Collusion or Fraud

1770

1771 a. Any evidence of agreement or collusion among Vendor(s) and prospective
1772 Vendor(s) acting to illegally restrain freedom from competition by agreement to
1773 offer a fixed price, or otherwise, will render the offers of such Vendor(s) void.

1774

1775 b. By responding, the Vendor shall be deemed to have represented and warranted
1776 that its proposal is not made in connection with any competing Vendor submitting a
1777 separate response to this RFP, and is in all respects fair and without collusion or
1778 fraud; that the Vendor did not participate in the RFP development process and had
1779 no knowledge of the specific contents of the RFP prior to its issuance; and that no

1780 employee or official of the State of Delaware participated directly or indirectly in the
1781 Vendor's proposal preparation.

1782

1783 c. Advance knowledge of information which gives any particular Vendor advantages
1784 over any other interested Vendor(s), in advance of the opening of proposals,
1785 whether in response to advertising or an employee or representative thereof, will
1786 potentially void that particular proposal.

1787

1788 3. Lobbying and Gratuities

1789

1790 a. Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be
1791 lobbying, providing gratuities to, or in any way attempting to influence a State of
1792 Delaware employee or agent of the State of Delaware concerning this RFP or the
1793 award of a contract resulting from this RFP shall have their proposal immediately
1794 rejected and shall be barred from further participation in this RFP.

1795

1796 b. The selected Vendor will warrant that no person or selling agency has been
1797 employed or retained to solicit or secure a contract resulting from this RFP upon
1798 agreement or understanding for a commission, or a percentage, brokerage or
1799 contingent fee. For breach or violation of this warranty, the DDOC shall have the
1800 right to annul any contract resulting from this RFP without liability or at its
1801 discretion deduct from the contract price or otherwise recover the full amount of
1802 such commission, percentage, brokerage or contingent fee.

1803

1804 c. All contact with State of Delaware employees, contractors, Vendors or agents of
1805 the State of Delaware concerning this RFP shall be conducted in strict accordance
1806 with the manner, forum and conditions set forth in this RFP.

1807

1808 4. Solicitation of State Employees

1809

1810 a. Until contract award, Vendors shall not, directly or indirectly, solicit any employee
1811 of the State of Delaware to leave the State of Delaware's employ in order to accept
1812 employment with the Vendor, its affiliates, actual or prospective contractors, or any
1813 person acting in concert with Vendor, without prior written approval of the DDOC's
1814 contracting officer. Solicitation of State of Delaware employees by a Vendor may
1815 result in rejection of the Vendor's proposal.

1816

1817 b. This paragraph does not prevent the employment by a Vendor of a State of
1818 Delaware employee who has initiated contact with the Vendor. However, State of
1819 Delaware employees may be legally prohibited from accepting employment with
1820 the Vendor or subcontractor under certain circumstances. Vendors may not
1821 knowingly employ a person who cannot legally accept employment under State or
1822 Federal law. If a Vendor discovers that they have done so, they must terminate that
1823 employment immediately.

1824

1825 5. General Contract Terms

1826 a. Independent Contractors – The parties to the contract shall be independent
1827 contractors to one another, and nothing herein shall be deemed to cause this

1828 agreement to create an agency, partnership, joint venture or employment
1829 relationship between parties. Each party shall be responsible for compliance with all
1830 applicable workers compensation, unemployment, disability insurance, social
1831 security withholding and all other similar matters. Neither party shall be liable for
1832 any debts, accounts, obligations or other liability whatsoever of the other party or
1833 any other obligation of the other party to pay on the behalf of its employees or to
1834 withhold from any compensation paid to such employees any social benefits,
1835 workers compensation insurance premiums or any income or other similar taxes. It
1836 may be at the DDOC's discretion as to the location of work for the contractual
1837 support personnel during the contract period.

1838
1839 b. Non-Appropriation – In the event the General Assembly fails to appropriate the
1840 specific funds necessary to enter into or continue the contractual agreement, in
1841 whole or part, the agreement shall be terminated as to any obligation of the State
1842 requiring the expenditure of money at the end of the last fiscal year for which no
1843 appropriation is available or upon the exhaustion of funds.

1844
1845 c. Licenses and Permits

1846
1847 i. In performance of the contract, the Vendor will be required to comply
1848 with all applicable Federal, State and local laws, ordinances, codes, and
1849 regulations. The cost of permits and other relevant costs required in the
1850 performance of the contract shall be borne by the successful Vendor. The
1851 Vendor shall be properly licensed and authorized to transact business in the
1852 State of Delaware as provided in 30 Del. C. § 2301.

1853
1854 ii. Prior to receiving an award, the successful Vendor shall either furnish the
1855 DDOC with proof of State of Delaware Business Licensure or initiate the
1856 process of application where required. An application may be requested in
1857 writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N.
1858 French Street, Wilmington, DE 19899 or by telephone to one of the
1859 following numbers: (302) 577-8200—Public Service, (302) 577-8205—
1860 Licensing Department. Information regarding the award of the contract will
1861 be given to the Division of Revenue. Failure to comply with the State of
1862 Delaware licensing requirements may subject Vendor to applicable fines
1863 and/or interest penalties.

1864
1865 d. Security Clearance and Criminal History Check

1866
1867 i. Possession of a security clearance, as issued by the Delaware Department
1868 of Public Safety, Division of State Police, will be required of all employees,
1869 subcontractors, agents or other persons performing work on any portion of
1870 this contract. (See 29 Del. C. § 8914).

1871
1872 ii. DDOC will perform a criminal history background investigation shortly
1873 after the contract is signed by all parties. If any of the Vendor's staff has
1874 been convicted of a crime, the DDOC has the option to terminate the

1875 contract immediately and shall not pay for any time worked up to the time
1876 that this option is exercised.

1877

1878 iii. The Vendor must inform the DDOC immediately if any new criminal
1879 charges are filed against the Vendor or its staff, subcontractors, agents or
1880 other persons performing any of the contracted services in any court in this
1881 or any other state or by the Federal government. The DDOC reserves the
1882 right to immediately terminate the contract and withhold payment for work
1883 completed to date under this provision.

1884

1885 e. Mandatory Vendor Certification

1886

1887 i. All invoices, reports, and documents provided in response to an audit, as
1888 well as any documentation provided to DDOC pursuant to any contractual
1889 obligation, including any chart or compilation of data, report, or other
1890 document produced by the Vendor shall contain the following certification:

1891

1892 "I hereby certify that the information reported herein is true, accurate
1893 and complete. I understand that these reports are made in support of
1894 claims for government funds."

1895

1896 ii. Any certification related to information and documents produced to the
1897 Department shall be certified only by the Vendor's contract manager.

1898

1899 f. Notice – Any notice to the DDOC required under the contract shall be sent by
1900 registered mail to:

1901

James C. Welch, RN, HNB-BC,

1902

Department of Correction

1903

245 McKee Road

1904

Dover, DE 19904

1905

1906 g. Indemnification

1907

1908 i. General Indemnification

1909 Vendor will hold harmless, indemnify and defend the Department, the State
1910 of Delaware and their agents, employees, or officers of the State of
1911 Delaware from any and all suits, actions, losses, liability, damages (including
1912 punitive damages), expenses, reasonable attorney fees (including salaries of
1913 attorneys regularly employed by the State of Delaware), judgments, or
1914 settlements incurred by the Department, the State of Delaware or their
1915 agents, employees, or officers arising out of the provision of services by
1916 Vendor, its employees, or subcontractors under the contract, including
1917 direct or indirect negligence or intentional acts of omission or commission,
1918 and professional malpractice regardless of any negligence or any intentional
1919 act or omission by employees or officials of the Department. The legal
1920 duties and responsibilities set forth in this paragraph include the duty to
1921 cooperate with the Department, its employees, and attorneys in the
1922 defense of any legal action against the State, its agents, employees, or

1923 officers arising out of the provision of services by Vendor, which involve
1924 claims related to an offender’s medical care, or which require information
1925 or testimony from Vendor’s employees or contractors.

1926
1927 ii. Proprietary Rights Indemnification
1928 Vendor shall warrant that all elements of its solution, including all
1929 equipment, software, documentation, services and deliverables, do not and
1930 will not infringe upon or violate any patent, copyright, trade secret or other
1931 proprietary rights of any third party. In the event of any claim, suit or action
1932 by any third party against the State of Delaware or DDOC, the DDOC shall
1933 promptly notify the Vendor in writing and Vendor shall defend such claim,
1934 suit or action at Vendor’s expense, and Vendor shall indemnify the State of
1935 Delaware and the DDOC against any loss, cost, damage, expense or liability
1936 arising out of such claim, suit or action (including, without limitation,
1937 litigation costs, lost employee time, and counsel fees) whether or not such
1938 claim, suit or action is successful.

1939
1940 If any equipment, software, services (including methods) products or other
1941 intellectual property used or furnished by the Vendor (collectively
1942 “Products”) is or in Vendor’s reasonable judgment is likely to be, held to
1943 constitute an infringing product, Vendor shall at its expense and option
1944 either:

- 1945 • Procure the right for the DDOC to continue using the Product(s);
- 1946 • Replace the product with a non-infringing equivalent that satisfies all
1947 the requirements of the contract; or
- 1948 • Modify the Product(s) to make it or them non-infringing, provided
1949 that the modification does not materially alter the functionality or
1950 efficacy of the product or cause the Product(s) or any part of the work
1951 to fail to conform to the requirements of the Contract, or only alters the
1952 Product(s) to a degree that the DDOC agrees to and accepts in writing.

1953
1954 h. Bonds and Insurance Company Qualifications – All required bonds (if bonds) and
1955 insurance must be issued by companies which are A rated or higher by A.M. Best &
1956 Co., have a record of successful continuous operation, are licensed, admitted, and
1957 authorized to do business in the State of Delaware, and are approved by DDOC.
1958 Required coverage and limits must be put into effect as of the effective date of the
1959 Contract and must remain in effect throughout the term of the Contract, as
1960 determined by DDOC. The Successful Vendor must submit copies of each required
1961 insurance contract, and any renewals thereof, to DDOC upon the DDOC’s request.
1962 The insurance policies must provide thirty (30) days’ advance written notice of
1963 cancellation, termination or failure to renew any policy.

1964
1965 i. Performance Bond

1966
1967 i. Upon notification of receiving the Contract award, the Successful Vendor
1968 will be required to obtain a Performance Bond or other acceptable form of
1969 security in the amount of 25% of the negotiated contract for every year of
1970 the Contract. The Performance Bond may be paid in full or in part to DDOC

1971 if the Successful Vendor defaults in the performance of the Contract or has
1972 occasioned uncompensated liquidated damages.
1973
1974 ii. The Performance Bond may be assessed liquidated damages if these
1975 damages have not been received by the DDOC within thirty (30) calendar
1976 days of written notice to the Successful Vendor that they have been
1977 incurred.
1978
1979 iii. Other forms of security may be acceptable but are subject to DDOC's
1980 discretion. Failure to post an additional bond or security within seven (7)
1981 days after notice that the proposed security is inadequate shall be grounds
1982 for immediate termination of the Contract.
1983
1984 j. Insurance
1985
1986 i. Vendor recognizes that it is operating as an independent contractor and
1987 that it is liable for any and all losses, penalties, damages, expenses,
1988 attorney's fees, judgments, and/or settlements incurred by reason of injury
1989 to or death of any and all persons, or injury to any and all property, of any
1990 nature, arising out of the Vendor's negligent performance under this
1991 contract, and particularly without limiting the foregoing, caused by,
1992 resulting from, or arising out of any act of omission on the part of the
1993 Vendor in their negligent performance under this contract.
1994
1995 ii. The Vendor shall maintain such insurance as will protect against claims
1996 under Worker's Compensation Act and from any other claims for damages
1997 for personal injury, including death, which may arise from operations under
1998 this contract. The Vendor is an independent contractor and is not an
1999 employee of the State of Delaware.
2000
2001 iii. During the term of this contract, the Vendor shall, at its own expense,
2002 carry insurance minimum limits as follows:
2003 • Comprehensive General Liability \$3,000,000
2004 • Professional Liability/Misc. Error & Omissions/Product Liability
2005 \$3,000,000/\$5,000,000
2006
2007 iv. If the contractual service requires the transportation of DDOC offenders
2008 or staff, the Vendor shall, in addition to the above coverage, secure at its
2009 own expense the following coverage:
2010 • Automotive Liability (Bodily Injury) \$100,000/\$300,000
2011 • Automotive Property Damage (to others) \$ 25,000
2012
2013 v. The Vendor shall provide a certificate of insurance as proof that the
2014 Vendor has the required insurance.
2015
2016 k. Performance Requirements – The selected Vendor will warrant that it possesses,
2017 or has arranged through subcontractors, all capital and other equipment, labor,
2018 materials, and licenses necessary to carry out and complete the work hereunder in

2019 compliance with any and all Federal and State laws, and County and local
2020 ordinances, regulations and codes.
2021
2022 I. Warranty – The Vendor will provide a warranty that the deliverables provided
2023 pursuant to the contract will function as designed for a period of no less than one
2024 (1) year from the date of system acceptance. The warranty shall require the Vendor
2025 correct, at its own expense, the setup, configuration, customizations or
2026 modifications so that it functions according to the DDOC’s requirements.
2027
2028 m. Costs and Payment Schedules
2029 i. All contract costs must be as detailed specifically in the Vendor’s cost
2030 proposal. No charges other than as specified in the proposal shall be
2031 allowed without written consent of the DDOC. The proposal costs shall
2032 include full compensation for all taxes that the selected Vendor is required
2033 to pay.
2034
2035 ii. The DDOC will require a payment schedule based on defined and
2036 measurable milestones. Payments for services will not be made in advance
2037 of work performed. The DDOC may require holdback of contract monies
2038 until acceptable performance is demonstrated (as much as 25%).
2039
2040 n. Penalties – The DDOC will include in the final contract penalty provisions for
2041 nonperformance, e.g. staffing shortages and not meeting the Intake Screening
2042 Timeframes, such as liquidated damages. Any factually or legally applicable penalty
2043 or liquidated damage shall not be the exclusive remedy available for breach of
2044 contract.
2045
2046
2047 o. Termination for Cause
2048
2049 i. If for any reasons, or through any cause, the Vendor fails to fulfill in timely
2050 and proper manner its obligations under the contract, or if the Vendor
2051 violates any of the covenants, agreements or stipulations of the contract,
2052 the DDOC shall thereupon have the right to terminate the contract by giving
2053 written notice to the Vendor of such failure and demand that such failure be
2054 cured within 30 days. If such obligations, covenants, agreements or
2055 stipulations are not cured to the satisfaction of DDOC within 30 days from
2056 the date of the notice, DDOC may terminate the contract with the Vendor
2057 by providing a termination date no shorter than 90 days from the date the
2058 Vendor’s attempts at a cure have failed.
2059
2060 ii. In that event, all finished or unfinished documents, charts, data, studies,
2061 surveys, drawings, maps, models, photographs and reports or other
2062 material prepared by the Vendor under the contract shall, at the option of
2063 the DDOC, become its property, and the Vendor shall be entitled to receive
2064 just and equitable compensation for any satisfactory work completed on
2065 such documents and other materials which is useable to the DDOC.
2066

2067 p. Termination for Convenience – The DDOC may terminate the contract at any time
2068 by giving written notice of such termination and specifying the effective date
2069 thereof, at least one hundred and twenty (120) days before the effective date of
2070 such termination. In that event, all finished or unfinished documents, charts, data,
2071 studies, surveys, drawings, maps, models, photographs and reports or other
2072 material prepared by the Vendor under the contract shall, at the option of the
2073 DDOC, become its property, and the Vendor shall be entitled to compensation for
2074 any satisfactory work completed on such documents and other materials which is
2075 useable to the DDOC. If the contract is terminated by the DDOC as so provided, the
2076 Vendor will be paid an amount which bears the same ratio to the total
2077 compensation as the services actually performed bear to the total services of the
2078 Vendor as covered by the contract, less payments of compensation previously
2079 made. Provided however, that if less than 60 percent of the services covered by the
2080 contract have been performed upon the effective date of termination, the Vendor
2081 shall be reimbursed (in addition to the above payment) for that portion of actual out
2082 of pocket expenses (not otherwise reimbursed under the contract) incurred by the
2083 Vendor during the contract period which are directly attributable to the
2084 uncompleted portion of the services covered by the contract.
2085

2086 q. Non-discrimination – In performing the services subject to this RFP the Vendor
2087 will agree that it will not discriminate against any employee or applicant for
2088 employment because of race, creed, color, sex or national origin. The successful
2089 Vendor shall comply with all Federal and State laws, regulations and policies
2090 pertaining to the prevention of discriminatory employment practice. Failure to
2091 perform under this provision constitutes a material breach of contract.
2092

2093 r. Covenant against Contingent Fees – The successful Vendor will warrant that no
2094 person or selling agency has been employed or retained to solicit or secure this
2095 contract upon an agreement of understanding for a commission or percentage,
2096 brokerage or contingent fee excepting bona-fide employees, bona-fide established
2097 commercial or selling agencies maintained by the Vendor for the purpose of
2098 securing business. For breach or violation of this warranty the DDOC shall have the
2099 right to annul the contract without liability or at its discretion to deduct from the
2100 contract price or otherwise recover the full amount of such commission,
2101 percentage, brokerage or contingent fee.
2102

2103 s. Vendor Activity – No activity is to be executed in an off shore facility, either by a
2104 subcontracted firm or a foreign office or division of the Vendor. The Vendor must
2105 attest to the fact that no activity will take place outside of the United States in its
2106 transmittal letter. Failure to adhere to this requirement is cause for elimination
2107 from future consideration.
2108

2109 t. Work Product – All materials and products developed under the executed
2110 contract by the Vendor are the sole and exclusive property of the State. The Vendor
2111 will seek written permission to use any product created under the contract.
2112

2113 u. Contract Documents – The RFP, the Vendor’s response to the RFP, the purchase
2114 order, the executed contract, performance bond and any supplemental documents

2115 between the DDOC and the successful Vendor shall constitute the contract between
2116 the DDOC and the Vendor. In the event there is any discrepancy between any of
2117 these contract documents, the following order of documents governs so that the
2118 former prevails over the latter: contract, DDOC's RFP, Vendor's response to the RFP,
2119 performance bond any supplemental documents and purchase order. No other
2120 documents shall be considered. These documents will constitute the entire
2121 agreement between the DDOC and the Vendor.

2122

2123

v. Applicable Law

2124

i. The laws of the State of Delaware shall apply, except where Federal Law
2125 has precedence. The successful Vendor consents to jurisdiction and venue in
2126 the State of Delaware.

2127

2128

ii. In submitting a proposal, Vendors certify that they comply with all
2129 Federal, State and local laws applicable to its activities and obligations
2130 including:

2131

- The laws of the State of Delaware;
- The applicable portion of the Federal Civil Rights Act of 1964;
- The Equal Employment Opportunity Act and the regulations issued
2134 there under by the Federal Government;
- A condition that the proposal submitted was independently arrived
2136 at, without collusion, under penalty of perjury; and
- That programs, services, and activities provided to the general
2138 public under resulting contract conform to the Americans with
2139 Disabilities Act of 1990, and the regulations issued there under by the
2140 Federal government. If any Vendor fails to comply with (1) through (5)
2141 of this paragraph, the DDOC reserves the right to disregard the
2142 proposal, terminate the contract, or consider the Vendor in default.

2143

The selected Vendor shall keep itself fully informed of and shall observe and
2144 comply with all applicable existing Federal and State laws, County and local
2145 ordinances, regulations and codes, and those laws, ordinances, regulations,
2146 and codes adopted during its performance of the work.

2147

2148

w. Scope of Agreement – If the scope of any provision of the contract is determined
2149 to be too broad in any respect whatsoever to permit enforcement to its full extent,
2150 then such provision shall be enforced to the maximum extent permitted by law, and
2151 the parties hereto consent and agree that such scope may be judicially modified
2152 accordingly and that the whole of such provisions of the contract shall not thereby
2153 fail, but the scope of such provisions shall be curtailed only to the extent necessary
2154 to conform to the law.

2155

2156

x. Other General Conditions

2157

2158

i. Current Version – “Packaged” application and system software shall be the
2159 most current version generally available as of the date of the physical
2160 installation of the software.

2161

- 2162 ii. Current Manufacture – Equipment specified and/or furnished under this
2163 specification shall be standard products of manufacturers regularly engaged
2164 in the production of such equipment and shall be the manufacturer’s latest
2165 design. All material and equipment offered shall be new and unused.
2166
- 2167 iii. Volumes and Quantities – Activity volume estimates and other quantities
2168 have been reviewed for accuracy; however, they may be subject to change
2169 prior or subsequent to award of the contract.
2170
- 2171 iv. Prior Use – The DDOC reserves the right to use equipment and material
2172 furnished under this proposal prior to final acceptance. Such use shall not
2173 constitute acceptance of the work or any part thereof by the DDOC.
2174
- 2175 v. Status Reporting – The selected Vendor will be required to lead and/or
2176 participate in status meetings and submit status reports covering such items
2177 as progress of work being performed, milestones attained, resources
2178 expended, problems encountered and corrective action taken, until final
2179 system acceptance.
2180
- 2181 vi. Regulations – All equipment, software and services must meet all
2182 applicable local, State and Federal regulations in effect on the date of the
2183 contract.
2184
- 2185 vii. Changes – No alterations in any terms, conditions, delivery, price,
2186 quality, or specifications of items ordered will be effective without the
2187 written consent of the DDOC.
2188
- 2189 viii. Additional Terms and Conditions – The DDOC reserves the right to add
2190 terms and conditions during the contract negotiations.
2191
- 2192 y. Dispute Resolution – The State reserves the right to litigate in the appropriate
2193 court of law and/or equity.
2194

2195 **VII. BID PROTEST CLAUSES:**

2196 **A. Discrepancies and Omissions – Pre-Submission Protest Available; Waiver**

- 2197 1. Vendor is fully responsible for the completeness and accuracy of their proposal, and for
2198 examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor.
2199 Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or
2200 should any questions of any kind arise concerning this RFP, vendor shall notify the State of
2201 Delaware’s Designated Contact, in writing, of such findings at least ten (10) days before
2202 the proposal opening. This will allow issuance of any necessary addenda. It will also help
2203 prevent the opening of a defective proposal and exposure of vendor’s proposal upon
2204 which award could not be made. All unresolved issues should be addressed in the
2205 proposal.
2206
- 2207 2. A Vendor’s failure to advise DOC in writing of perceived discrepancies, omissions, unclear
2208 or ambiguous intent or meaning, legal error or any other basis that might render this
2209 procurement process or the resulting contract unenforceable as set forth in this RFP shall

2210 be considered a waiver of any and all objections by the Vendor and shall constitute a self-
2211 executing agreement to hold DOC harmless as a result of any such waiver.

2212

2213 3. Protests based on any omission or error, or in relation to any portion of the content of the
2214 solicitation, will be disallowed if these faults have not been brought to the attention of the
2215 Designated Contact, in writing, within ten (10) calendar days prior to the time set for
2216 opening of the proposals.

2217

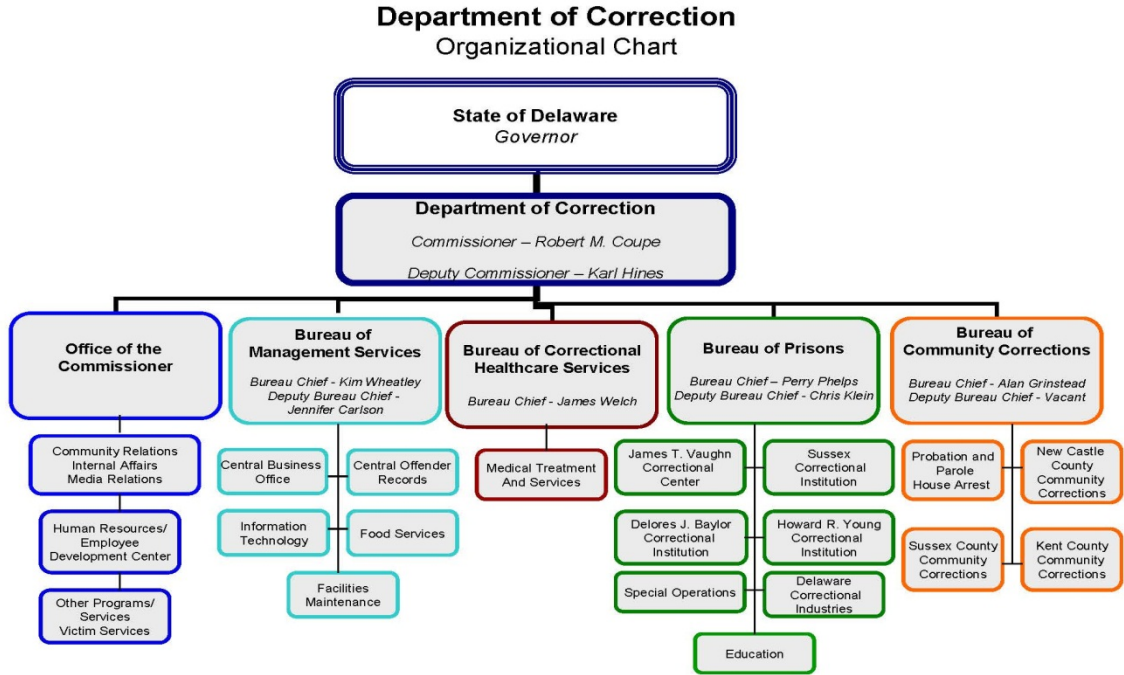
2218 **B. Post-Submission Protest Available; Waiver**

2219

2220 DOC will advise each proposing party within 2 days of the award of a contract to one or
2221 more of the proposing parties. Protests after the contract has been awarded can be
2222 submitted to DOC_Purchasing_Mailbox@state.de.us and must include thorough
2223 explanation(s) for the basis of same. Post-Submission protests must be submitted as set
2224 forth herein no later than 10 days from the date upon which the vendor was notified of a
2225 contract award. Filing a protest will not necessarily interrupt a contract from being
2226 executed however such a remedy may be requested in any post-submission protest letter.
2227 Post-submission protest letters which lack reasonable specificity as to facts, sections of the
2228 RFP, applicable statutes, and applicable legal principles shall be rejected and DOC shall
2229 consider such protests void ab initio. The failure to exhaust all administrative remedies
2230 available to the vendor shall be considered by DOC in the event of any litigation relating to
2231 this RFP or the award of any contract contemplated by this RFP. Any vendor who fails to
2232 raise an objection or protest based upon subject matter that could have been raised in a
2233 pre-submission protest shall be deemed to have waived and voluntarily abandoned any such
2234 basis for said protest. The Department will review the protest letter with appropriate
2235 Bureau Chief, Bureau Chief of Management Services and Counsel, and provide a written
2236 response within thirty (30) calendar days.

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2238 Appendix A
 2239 DDOC Organizational Chart
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Appendix B
Historical Medical Services Demand

	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

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**Appendix C
Historical Prescription Data**

	Census	Total Rx	New	Refills	OTC	Stock	Non-Formulary	Controlled Substances	HIV antivirals	Psychotropics	# HCV offenders
Jan-11	6,304	17,928	9,802	8,126	4,958	1,676	597	184	176	5,541	3
Feb-11	6,438	17,615	9,465	8,146	5,102	1,698	503	132	170	5,103	3
Mar-11	6,479	19,862	10,488	9,374	5,421	1,250	592	197	188	5,946	2
Apr-11	6,553	18,849	10,575	8,274	5,170	1,376	606	146	177	5,663	1
May-11	6,580	19,137	9,392	9,745	5,115	1,257	546	167	139	5,855	1
Jun-11	6,600	19,666	10,257	9,409	5,438	1,185	532	176	171	5,689	1
Jul-11	6,751	18,297	9,131	9,166	4,753	1,126	497	168	182	5,454	0
Aug-11	6,780	20,702	9,958	10,744	5,384	1,795	588	204	207	6,242	0
Sep-11	6,731	17,880	9,061	8,819	4,936	1,306	510	191	179	5,158	1
Oct-11	6,743	18,223	9,778	8,445	5,001	1,736	956	158	194	5,386	2
Nov-11	6,709	17,285	9,670	7,615	4,629	1,184	832	179	169	5,210	2
Dec-11	6,633	18,266	10,136	8,130	4,697	1,502	466	155	230	5,422	2
Jan-12	6,578	18,787	10,408	8,379	5,109	1,772	858	176	197	5,632	5
Feb-12	6,516	17,865	9,946	8,373	5,041	1,207	908	165	188	5,303	5
Mar-12	6,609	15,574	10,345	8,777	5,212	1,748	1,083	166	217	5,359	7
Apr-12	6,613	19,224	10,075	9,149	5,430	1,685	1,259	159	261	5,205	6
May-12	6,587	17,942	9,825	8,117	4,694	1,217	963	107	249	4,894	4
Jun-12	6,618	16,396	8,255	8,141	4,489	782	766	103	219	4,274	2
Jul-12	6,644	17,081	8,674	8,407	4,479	856	782	123	220	4,522	2
Aug-12	6,816	18,986	11,158	7,828	5,030	2,083	756	204	223	4,962	3
Sep-12	6,887	17,724	9,640	8,084	4,864	1,931	682	153	204	4,509	4
Oct-12	6,957	20,252	11,899	8,353	5,784	2,745	773	216	197	5,227	3
Nov-12	6,912	19,390	10,890	8,500	5,376	1,805	708	138	209	5,264	5
Dec-12	6,833	18,544	10,107	8,437	5,313	1,600	844	108	196	4,934	3
Jan-13	6,803	19,521	10,967	8,554	5,873	1,429	483	124	210	5,200	4
Feb-13	6,876	17,729	10,443	7,286	5,441	1,422	785	171	205	4,899	6

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Appendix D

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Vendor Staffing Requirements

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Position	HRYCI	PCCC	BWCI	HDP	Webb	JTVCC	Morris	CVOP	SCI	SCCC
Operating Capacity	1180	246	320	96	109	2601	150	250	1149	498
PharmD	0.8	0.2	0.6	0.2	0.2	1.6	0.2	0.2	0.8	0.2

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2254 **Appendix E**
 2255 **CQI Indicators**
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Subject	Indicator
Pulmonary Disease DUR	
Asthma	Inhaled steroid prescribed
	KOP Rescue inhaler dispensed
LTBI Treatment	Current prophylaxis guidelines completed
Cardiology DUR	
Hypertension	Blood Pressure Control during Chronic Care Clinic visit
Post Myocardial Infarction	81mgm aspirin prescribed
	Beta-blockers prescribed
Infectious Disease DUR	
HIV	Current guidelines prescribed
	Current viral load and CD4 counts
Diabetes DUR	
HgbA1c	HgbA1c less than 7.0
Hospice Care DUR	
Pain Management	Pain control
Chronic Renal Failure DUR	
Anemia	Use of Erythropoetics to control anemia
Hyperparathyroidism	Pharmacologic control of Calcium and Phosphorus balance
Controlled Substance Destruction CQI	
Timely destruction	Destruction performed every two weeks
Appropriate disposition	Destruction waste products disposition documentation
Inventory Control CQI	
Unused medicine returns	Number of unopened prescription cards or bottles returned
Unused stock items	Outdated stock items returned or destroyed
Delivery and Returns CQI	
Daily delivery of prescriptions order within the timeframe	Number of missed deliveries requiring stock medicine dispensing for sentenced offenders
Daily pick-up of returns	Number of items not returned within 24 hours
Non-Formulary Prescribing CQI	
N-F prescriptions	Justified for non-formulary prescribing

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**Appendix F
Deliverables Table**

Proposal Items Due October 4, 2013	
Categorized Pricing Information with aggregate and specific price quotes	P 5, II.B.2.
Daily Delivery Services	P 6, II.B.3.a.
Destruction Services	P 6, II.B.b.
Monthly DUR Studies	P 6, II.B.c.
Pharm D Consultation Services	P 6, II.B.d.
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 8, II.B.4.vii.
Peer Review Program	P 9, II.B.4.vii.
Vendor Employee Orientation Plan	
CPR & AED Training	P 9, II.B.6.
Suicide Prevention	P 10, II.B.7. & P 13, II.B.11.
DACS Training	P 12, II.B.11.
Cybersecurity	P 13, II.B.11.
PREA	P 12, II.B.11. & P 16, II.C.3.
Drug Free Workplace	P 11, II.B.10.
Controlled Substance Waste Disposal Plan	P 12, II.B.13.
Transportation Plan	P 13, II.B. 15.
Transition Plan	P 14, II.B.21.
Detailed Requirements General Plan	P 15, II.C.1.
Prescription Services	P 16, II.C.4.
Emergency Requests	P 17, II.C.4.d.
Pre-Authorization System	P 17, II.C.5.
On-site Pharmacy System Management	P 18, II.C.7.
Utilization Review	P 19, II.C.10
Human Resources Management	P 20, II.C.12
Continuous Quality Improvement	P 22, II.C.12.g.
Risk Management Plan	P 22, II.C.12.j.
Transparency in Vendor Overhead	P 23, III.
Required Information	P 24, IV
Monthly	
Staffing Plan	P 7, II.B.4.a.ii.
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 update for new employees	P 12, II.B.11
Annual Training Reports update for current employees	
CPR & AED Training log	
Suicide Prevention	
PREA training	
HIV Educational Program	
Tool (Sharps and Equipment) Inventory and Security Clearances	P 22, II.C.12.m.
Risk Management Reports	

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