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:

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<td>August 6, 2013</td>
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<td>Second Public Notice</td>
<td>August 13, 2013</td>
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<tr>
<td>Mandatory Letter of Intent to Bid</td>
<td>August 23, 2013 4:00 PM</td>
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<td>Mandatory Pre-Bid Meeting with facility visits</td>
<td>September 4 &amp; 5, 2013</td>
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<td>Recommendation by Proposal Evaluation Team</td>
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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:
2. Vendors are to bid on all services required under this RFP. In addition, the Vendors are encouraged to offer different pricing methodologies to include full risk by the Vendor for cost as well as any other method in which the DDOC would share in the risk of cost. Both must be presented with full disclosure of the cost as well as profit margins for the Vendor.

3. While this RFP covers all pharmacy services including electronic receipt of prescriptions, filling and daily delivery to each of the DDOC facilities, a medication formulary and inventory management for stock medications, an offender prescription formulary and inventory management, an accountable controlled substance recording and destruction system, and Doctor of Pharmacy (PharmD.) consultative services. Vendors must be experienced in all these aspects of the pharmacy services to submit bids.

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

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

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

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

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

B. GENERAL REQUIREMENTS:

1. Summary of Service Provision

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

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

c. The Vendor will be responsible for maintaining an appropriate Stock Medication Formulary and Inventory Control of Controlled Substances, prescription items and Over-the-Counter (O-T-C) items to facilitate cost-effective on-site care.
2. Categorized Pricing Information Required
   a. Vendors are required to provide individualized pricing information specific to each of the following areas:
      • Prescription Medications
      • Over-the-Counter (O-T-C) Stock items
      • Daily Delivery Services
      • PharmD Consultative Services
      • Pharmacy Inventory Management Services
   b. Proposals must contain both an aggregated price quote for all services and specific price information for each of the service categories. Failure to provide both types of pricing will cause the proposal to be deemed non-responsive. Transparency on purchasing must be provided as well as from whom the pharmacy vendor is purchasing medications.

3. Summary of Service Provision Time Requirements
   a. Daily Delivery Services
      All requests for prescription and Over-the-Counter (O-T-C) Stock items will be delivered the same day, as needed, upon request by a specified time, e.g. 4PM to; Howard R. Young Correctional Institution (HRYCI) James T. Vaughn Correctional Center (JTVCC) Sussex Correctional Institution (SCI) Baylor Women’s Correctional Institution (BWCI) Sussex Violation of Probation Center (SVOP) Sussex Community Corrections Center (SCCC) Central Violation of Probation Center (CVOP) Morris Community Correctional Center (MCCC) Plummer Community Correctional Center (Plummer) John L. Webb Correctional Facility (WCF) Hazel D. Plant Treatment Center (HDPTC)
   b. Destruction Services
      All expired Controlled Substances or ones prescribed for a released or deceased offender will be destroyed with the necessary documentation within a two week time period.
   c. Monthly DURs by PharmD pharmacists using criteria agreed upon by the DDOC Medical Director and Bureau Chief.
   d. Weekly and as requested on-site Clinical Consultation by PharmD pharmacists to the Medical and Mental Health prescribers to ensure safe, effective and cost-effective prescribing patterns.

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


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

i. A Communications and Sick Call System

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

ii. Personnel

• The system must have adequate Leadership and Professional staffing. This must be outlined in a staffing plan, but not only by plan, but in reality; (See Appendix D, Vendor Staffing Requirements). The staffing plan, with individual names of staff must be sent to BCHS on a monthly basis prior to the beginning of the month and any changes to the staffing document must be approved by BCHS.
• A key to Constitutional Care for Offenders provided by Vendors, in addition to establishing processes that meet NCCHC, ACA and other generally accepted professional standards, is the staffing of the health care delivery system with sufficient and qualified pharmaceutical personnel.
• Staffing levels must be specific to the position, i.e. if the staffing position document calls for a PharmD pharmacist a Registered Nurse, or Licensed Practical Nurse may not be substituted without approval by the DDOC Medical Director. PharmD must have a Doctorate in Pharmacy, completed a post graduate clinical residency, licensed in the State of Delaware, one should also be a registered nurse and one must have experience as a Geriatric Pharmacy. Experience in a Correctional setting is required.
• Adequate staffing must be supported by adequate resources, e.g. locum tenens; necessary to deliver the care and any prolonged gaps in staffing will require a contract Management Fee price adjustment;
• All institutions must have defined staff; frequently changing different staff is disruptive to the operations and must be minimized.
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;
• The Vendor shall provide a written CQIS plan which ensures that offenders receive medically necessary care with quality equivalent to that provided to individuals not incarcerated and in accordance with the generally accepted professional standards. The Vendor must work closely with the DDOC to ensure that health care and security needs are met for all levels of offenders at all times;
• The Vendor’s CQIS shall include such DURs, audits, narrative reports and executive summaries necessary to identify and remedy any quality issues identified in the Vendor’s operations and consistent with, and/or required by the DDOC;
• Reports of CQIS activity must be provided to the DDOC Chief, Bureau of Correctional Healthcare Services (“BCHS”) or designee (collectively herein “Bureau Chief”) on a monthly basis. Any reports provided under this contractual obligation will be labeled “This document is protected from disclosure pursuant to state and federal peer review and quality assurance privileges” and remain confidential unless otherwise authorized by the Bureau Chief, however, all documents related to offender care and quality improvement activities must remain available to the DDOC at all times;
• All reports, data compilations, and other information submissions required by the contract shall be certified by the Vendor’s appropriate supervisory employee;
• Each Vendor will provide Quality Assurance, QA Metrics for BCHS monitoring of the healthcare system as stipulated by BCHS. The QA Metrics will include clinical, fiscal, operational, and other data to facilitate comprehensive monitoring of the healthcare system. Examples of the QA Metrics that will be required will be found in the QA Metrics Appendix E (CQI Indicators). The vendor shall be aware that a failure to meet the standards set forth in the QA matrix may result in a financial penalty or other off-set;
• Clinical staff will participate in the peer review program administered by the local facility and monitored by BCHS. The Vendor will participate in ensuring that clinical staff move forward on any corrective action plan developed to correct deficiencies identified by the peer review process, random or scheduled audits or other processes. Medical Providers will receive privileges to practice in the DDOC healthcare system based on credentialing and maintenance of performance as judged by the peer review system. Providers may have privileges revoked at any time due to failure to correct performance deficiencies identified through peer review or other means or because of egregious breaches of conduct or clinical performance as judged by BCHS, Wardens or their designees.

5. Special Accommodation Populations
The DDOC has responsibility for a number of offenders who need special accommodations;
• Disabled Offenders
• Elderly Offenders
• Juvenile Offenders
• Chronically Ill Offenders
6. Emergency Services and Maintenance of Automatic Electronic Defibrillators

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

7. Suicide Prevention

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

8. Standards of Care

a. DDOC recognizes that standards of care are dynamic, constantly evolving, and not readily defined by a single authority. Therefore, for the purposes of this RFP, the currently accepted standards of care are defined by the multiple sources in the following list. If a Vendor uses standards different from those in the following list, they must be highlighted in the Vendor’s response along with the reasons for using the standards. In addition, they must be approved by the Medical Director and Bureau Chief prior to use by the Vendor. The Medical Director and Bureau Chief must approve any change in the use of standards during the course of the contract resulting from this solicitation.

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

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

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

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 at least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

9. Research

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

10. Drug Free Workplace

The Vendor 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.

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

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

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

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

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

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

12. Medical Administrative Committee (MAC) Meetings

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

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

13. Controlled Substance Destruction Waste Disposal

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

14. Inspections

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

15. Transportation

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

16. Disaster Plan

The Vendor will participate in any Disaster Plan and drills of the facility as needed in concert with the Medical and/or Mental Health Vendors. This includes but is not
limited to the delivery of any emergency medicines required when authorized by
the Medical Director or Bureau Chief.

17. Telemedicine Expansion

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

18. DACS Data Entry Mandatory

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

19. State/DDOC Ownership of All Documentation

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

20. Offender Health Insurance

a. The Vendor shall gather the information needed to process claims and retain such
information for auditing and inspection by DDOC. The Vendor will credit the DDOC
100% of Medicaid or other insurance costs recaptured. These credits will be
included with the Vendor's basic medical monthly services invoice/credits and will
be clearly noted. The Vendor is invited to propose alternative methods, subject to
the approval of the Department, for retrieving and accounting for insurance
reimbursements provided to cover offender healthcare services.
c. The Vendor must provide a plan for the implementation of the Affordable Care Act Marketplace Exchange Insurance Providers and the CMMI/SIM project as it impacts 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:
1. The Vendor proposal must describe how their system will accomplish each of the tasks citing NCCHC, ACA standards and relevant DDOC policy (http://www.doc.delaware.gov/information/policyManual6.shtml). The proposal must indicate how the system meets the standard(s) and how it provides for efficient and effective offender care in all the following areas.

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

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

4. Prescription Services
   a. Intake Services
      - As offenders undergo Intake Screening by a Registered Nurse their past medical history and current prescriptions are identified. In order to continue these prescriptions uninterrupted the nurse obtains a Release of Medical Information HIPAA form to contact the local pharmacies to verify these prescriptions. The Pharmacy Vendor must be able to facilitate this information gathering through any available central database of prescriptions to enable the Medical Vendors prescribers to “bridge” the offender prescription can be submitted to the Vendor.
• Each offender entering a DDOC facility through Receiving and Booking receives a skin test for Tuberculosis using PPD. Adequate supplies of this testing serum must be available.

b. Sick Call Services

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

c. Chronic Illness Management and Convalescent Care

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

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

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

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

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

• Hospice Care – A number of offenders have life or long-term sentences complicated by chronic diseases such as cancer, heart, lung, kidney, or liver disease and have signed Advance Directives. The Pharmacy Vendor must have the usual medicines for Hospice Care patients available on the Formularies.
• Mentally Ill Offenders - Offenders who have an active mental illness and, especially, offenders who have had an exacerbation of their mental illness, are newly diagnosed, unstable on medication or difficult to treat, or whose status has otherwise decompensated such that a more intense level of care is required, must be actively treated and closely monitored in coordination with the Mental Health Vendor. The Pharmacy Vendor must have the usual medicines for Mental Health patients available on the Formularies. The Mental Health Formulary must be coordinated with the Mental Health Vendors, the Medical Director and Bureau Chief.

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

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

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

6. Telemedicine Support - As telemedicine becomes available; all Vendors shall support the use of telemedicine as required by the DDOC to reduce the incidence of offender travel. The Vendor may include a severable proposal for enhanced statewide telemedicine capability and usage which meets generally acceptable professional standards for the delivery of health care services. Such proposal shall include locations and areas in which telemedicine may be appropriately utilized, the anticipated usage of such technology, the necessary hardware and software to implement such a system, and a proposed timeframe for completion of all work necessary to fully implement the proposed system. The proposal must be consistent with Department of Technology and Information requirements.
7. On-site Pharmacy System Management (to be coordinated with the Medical Vendor)
   a. Medication Ordering and Tracking - All medications ordered by a licensed
      provider shall be provided in accordance with an approved formulary, and a system
      for approval of Non-formulary medications. The Medical Vendor Nursing Services
      shall be responsible for staffing the Pharmacy with an appropriately trained
      pharmacy technician and dispensing medications to the offenders. Medications will
      be dispensed at all facilities. Coordination with the orders of other health care
      services, e.g. Mental Health and Dental providers to ensure the delivery of
      medications is mandatory.

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

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

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

   b. The Vendor must provide a Utilization Review Program that will include a monthly
      report, by prescriber to BCHS:
      • A list of delivered prescription medications and stock medications with
        costs;
      • A separate list of returned prescription and stock medications;
c. The Vendor will cooperate with and provide requested information to BCHS Utilization Review staff and Quality Assurance Staff in order to provide DDOC information on fiscal and operational efficiency of Vendor services.

10. Administration

a. Coordination and Communication with DDOC

- Although some communication requirements are specified in the RFP, the DDOC expects the Vendor to establish daily communication protocol with the DDOC BCHS and facility administrative staff that is approved by the Bureau Chief. The DDOC also expects that the Pharmacy Vendor’s administrative staff have a single contact person available on a daily basis.
- The Vendor is responsible for informing DDOC of a change or substitution, whether temporary or permanent, of the single contact person in each facility. The Vendor must keep the DDOC administrative staff in each facility informed of issues and problems, their resolution, special needs and special medical circumstances as well as any other pertinent medical information.
- Cooperative Interaction with Other Offender Heath Services Vendors. – Each Vendor shall work cooperatively with any and all other health care Vendor(s) selected by the DDOC to provide comprehensive services to DDOC offenders such that access to care, continuity of care, and quality of care are maintained. Administrators and Clinicians will participate in such standing and ad hoc committees to coordinate Vendor activities as is determined necessary by the Bureau Chief.

b. DACS Data Entry Mandatory – The Delaware Automated Correctional System (DACS) is a web-based offender management system. DACS uses Oracle Database© and Oracle© tools to store and retrieve data. Use of the DACS medical module and all the components therein is a material requirement of any health care services contract. BCHS anticipates the implementation of an order-entry module early in the contract time-frame. Initial training on the system will be provided by DDOC staff. Follow up training to be provided by the Vendor.

c. Human Resources Management

- Recruitment and Retention – The Vendor is responsible for providing staff to the DDOC under this solicitation and must have a continuously active recruitment and retention operation designed to attract qualified health professionals and keep all positions filled, especially clinical positions. The plan must be in writing and accepted by the Bureau Chief.
- New Employee/Contractor Training and Unit Orientation
  - Each Vendor responsible for providing staff under this solicitation must have a written New Employee Orientation and Training Plan and a system for quickly moving new employees through the training. The Vendor must work closely with the Bureau Chief to coordinate Vendor’s orientation and training programs with DDOC mandatory new
contractor training/orientation modules. In addition, the Vendor must have a system for privileging licensed pharmacy professionals that targets essential basics for safe offender care. DDOC-approved suicide prevention training is mandatory for all on-site Vendor employees.

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

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

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

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

**e. Work Hours Required On-Site**

- Credit for filling a post is given when an individual reports for duty at the facility to provide clinical service. Travel time is not considered as time worked with regard to the staffing hours.
- All full-time hours shall be spent on-site at a facility, except as is otherwise expressly agreed to in writing by the Bureau Chief. Vendor must supply
written documentation detailing schedules which are not consistent with the 40 hour week. Facility staffing work schedules may be modified only upon prior written agreement between the DDOC BCHS and the Vendor. The Vendor must obtain approval for any Vendor staff off-site training time. The maximum allowable training time per individual clinical staff member is 40 hours per year. Staff training planned for Vendor’s non-clinical staff must be clearly presented in Vendor’s response to this RFP. The DDOC will not count staff time in attendance at off-site meetings unless so authorized in advance by the DDOC BCHS.

f. Policies, Procedures, and Guidelines/Protocols

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

g. Continuous Quality Improvement

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

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

i. Post-Critical Incident Review

- The Vendor must participate in the DDOC post-critical incident review process as defined in DDOC policies.
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-Impact Review must be analyzed to review issues and determine trends that would suggest opportunities for improvement. The Vendor shall work with the DDOCHS 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.
c. The contract Administrative fee, while including the fixed profit percentage, must be separated out from the other costs.

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

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

f. Inventory control is a significant factor and how medicines that are returned are credited can impact the costs to the State. The proposal must include an explanation of how returned items will be credited.

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

Note: The State highly encourages modifications to this model if, and only if, there is a clear advantage to the State. The Vendors must propose any modifications to the proposal. For example; Vendors may submit pricing models that include discounts to the State for longer term contracts; models that include sharing rebates or volume discounts given by pharmaceutical manufacturers. Such models must have the same transparency as the pricing model above, including clear declaration of the costs and profit margins anticipated by the model.

2. Vendor pricing shall be as follows:

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

b. Alternative cost proposals may be offered in addition to the form and format required. DDOC also highly encourages proposals which allow for a price reduction in exchange for a long-term contract of various lengths.

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

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

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

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

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

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

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

IV. Required Information

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

A. Minimum Requirements

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

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

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

B. General Evaluation Requirements

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

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

- Indicate capacity to successfully manage proposed services.
- Specify corporate experience in providing correctional or clinical health care.
- Include in your discussion the number of employees in the firm, annualized dollars of payroll, and number of years in business.
- Specify facilities that the Vendor operates that are currently accredited and non-accredited. Include the following information:
  - Name of facility, accrediting agency (e.g., ACA, NCCHC, JCAHO), and dates of re-accreditation. List any facilities that have lost accreditation and the reason why.
  - List all fines which exceed $1,000, incurred under other contracts for non-performance of duties, in whole or in part, within the last three years.
  - List all contracts on which you experienced a loss of funds due to fines, delay damages, liquidated damages, and/or forfeiture of performance or proposal bonds in whole or in part.
  - Submit the names, business addresses, telephone numbers, and fax numbers of at least five of your major suppliers and/or sub vendors in the last five years.
  - Name of any facilities owned or operated by Vendor that are on probation.
  - Provide the most recent NCCHC or another accreditation agency survey for all facilities.

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

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

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

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

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

V. Professional Services RFP Administrative Information

A. RFP Issuance

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

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

B. Public Notice

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

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

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

D. RFP Designated Contact

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

   James C. Welch, RN, HNB-BC,
   Department of Correction
   245 McKee Road
   Dover, DE 19904
   james.welch@state.de.us
2. To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

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

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

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

H. Exclusions

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

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

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

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

d. Has violated contract provisions such as:

   • Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
   • Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
   • Has violated ethical standards set out in law or regulation;
   • Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State Vendor, including suspension or debarment by another governmental entity for a cause listed in the regulations, and
   • Has been found liable for violations of any State or Federal False Claim Act.
I. RFP Submissions – Acknowledgement of Understanding of Terms – By submitting a bid, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

J. Proposals

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

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

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

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

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

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

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

M. Proposal Expiration Date – Prices quoted in the proposal shall remain fixed and binding on the Vendor at least through six months. The DDOC reserves the right to ask for an extension of time if needed.
N. Late Proposals – Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, Vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

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

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

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

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

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

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

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

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

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

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

T. Multi-Vendor Solutions (Joint Ventures)

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

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

U. Primary Vendor

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

2. Any contract that may result from this RFP shall specify that the Primary Vendor is solely responsible for fulfillment of any contract with the DDOC as a result of this procurement. The DDOC will make contract payments only to the awarded Vendor. Payments to any-subcontractors are the sole responsibility of the Primary Vendor.
V. Sub-Contracting
1. The Vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

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

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

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

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

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

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

   RFP Section number
   Page number, Paragraph number
   Text of passage being questioned
   Question
2. Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word. Written questions will be accepted during the mandatory pre-bid meeting. Written questions will also be accepted until 4:00 PM EST on October 4th, 2013.

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

AA. DDOC’s Right to Cancel Solicitation

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

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

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

CC. Notification of Withdrawal of Proposal

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

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

DD. Revisions to the RFP – If it becomes necessary to revise any part of the RFP, an addendum will be posted on the Government Support Service’s website at http://bids.delaware.gov. The DDOC is not bound by any statement related to this RFP made by any State of Delaware employee, contractor, Vendor or its agents.
EE. Exceptions to the RFP – Any exceptions to the RFP, or the DDOC’s terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the Proposal Evaluation Team.

FF. Award of Contract

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

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

VI. Proposal Evaluation Procedures

A. Basis of Award:

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

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

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

C. Requirements of the Vendor(s):

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

D. Criteria and Scoring:

1. Proposal Selection Criteria

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

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

c. The Team reserves the right to:

- Recommend for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all Vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.
- Select more than one Vendor pursuant to 29 Del. C. §6986. Such selection will be based on the type of service
a. All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Proposal Evaluation Team to evaluate proposals:
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Experience</td>
<td>Company's overall related work experience which meets qualifications of RFP, experience in providing correctional health care programs for offender populations exceeding 7,000, and current experience in providing them in facilities that are ACA, NCCHC, or JCAHO accredited or experience in Delaware in the different services; experienced in utilization management and in producing cost savings while maintaining appropriate offender outcomes</td>
<td>10</td>
</tr>
<tr>
<td>Quality of Response</td>
<td>Understanding of project requirements and ability to clearly describe how their program will meet RFP objectives. Implies judgment of evaluators on how reasonable the Vendor's plan is given particular requirements of the DE correctional system</td>
<td>10</td>
</tr>
<tr>
<td>Corporate Capability</td>
<td>Financial stability as determined by review of financial information provided by the Vendor; perceived ability to start up and manage the program in the time required using the staff, structure and phase in required in the RFP</td>
<td>10</td>
</tr>
<tr>
<td>Price</td>
<td>Relative cost-effectiveness of service as compared to other Vendors based on the total dollar figure for delivery of all services for the contract period. Explains how pricing model affords lowest cost without sacrificing quality. &quot;What if&quot; scenarios should be run to fully evaluate each proposed model should actual prices be above or below the proposed target. The transparency of the pricing models will also be considered</td>
<td>10</td>
</tr>
<tr>
<td>References</td>
<td>Verified customer references from similar operations based on the reported degree of satisfaction of services. Consider significance of reported performance against contract requirements and litigation, past and current, and success in obtaining and maintaining NCCHC or similar standards in correctional systems of similar scope</td>
<td>10</td>
</tr>
<tr>
<td>Maximum Total Score</td>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>
E. Cost Proposal

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

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

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

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

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

H. Oral Presentations

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

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

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

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

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

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

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

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

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

2. Collusion or Fraud

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

b. By responding, the Vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no
employee or official of the State of Delaware participated directly or indirectly in the Vendor’s proposal preparation.

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

3. Lobbying and Gratuities

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

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

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

4. Solicitation of State Employees

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

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

5. General Contract Terms

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

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

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

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

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

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

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

e. Mandatory Vendor Certification

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

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

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

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

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


g. Indemnification

i. General Indemnification

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

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

If any equipment, software, services (including methods) products or other
intellectual property used or furnished by the Vendor (collectively
“Products”) is or in Vendor’s reasonable judgment is likely to be, held to
constitute an infringing product, Vendor shall at its expense and option
either:
• Procure the right for the DDOC to continue using the Product(s);
• Replace the product with a non-infringing equivalent that satisfies all
the requirements of the contract; or
• Modify the Product(s) to make it or them non-infringing, provided
that the modification does not materially alter the functionality or
efficacy of the product or cause the Product(s) or any part of the work
to fail to conform to the requirements of the Contract, or only alters the
Product(s) to a degree that the DDOC agrees to and accepts in writing.

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

i. Performance Bond

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

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

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

j. Insurance

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

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

iii. During the term of this contract, the Vendor shall, at its own expense, carry insurance minimum limits as follows:

• Comprehensive General Liability $3,000,000
• Professional Liability/Misc. Error & Omissions/Product Liability $3,000,000/$5,000,000

iv. If the contractual service requires the transportation of DDOC offenders or staff, the Vendor shall, in addition to the above coverage, secure at its own expense the following coverage:

• Automotive Liability (Bodily Injury) $100,000/$300,000
• Automotive Property Damage (to others) $ 25,000

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

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

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

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

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

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

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

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

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

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

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

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

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

v. Applicable Law

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

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

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

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

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

x. Other General Conditions

i. Current Version – “Packaged” application and system software shall be the
most current version generally available as of the date of the physical
installation of the software.
ii. Current Manufacture – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.

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

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

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

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

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

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

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

VII. BID PROTEST CLAUSES:

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

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

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

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

B. Post-Submission Protest Available; Waiver

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

### Historical Medical Services Demand

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## Appendix C

### Historical Prescription Data

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<th>New</th>
<th>Refills</th>
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<th>Stock</th>
<th>Non-Formulary</th>
<th>Controlled Substances</th>
<th>HIV antivirals</th>
<th>Psychotropics</th>
<th># HCV offenders</th>
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