



State of Delaware Department of Correction

CORRECTIONAL HEALTHCARE SERVICES

Request for Proposal

Contract No. DOC20026-HEALTHCARE

November 14, 2019

***- Deadline to Respond -
December 19, 2019
2:00 PM (Local Time)***

STATE OF DELAWARE
DEPARTMENT OF CORRECTION

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
CORRECTIONAL HEALTHCARE SERVICES
ISSUED BY DEPARTMENT OF CORRECTION
CONTRACT NUMBER DOC20026-HEALTHCARE**

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I. Overview

The State of Delaware Department of Correction seeks experienced Vendors to provide correctional healthcare services for inmates in the custody of the Delaware Department of Correction (DDOC). This request for proposals (“RFP”) is issued pursuant to 29 *Del. C. §6981 and §6982*.

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

Public Notice	Date: November 14, 2019
Pre-Bid Meeting (Mandatory)	Date: November 21, 2019 at 10:00 AM (Local Time)
Facility Visits (Optional)	Date: December 2 – 4, 2019
Deadline for Questions	Date: December 5, 2019
Response to Questions Posted by:	Date: December 12, 2019
Deadline for Receipt of Proposals	Date: December 19, 2019 at 2:00 PM (Local Time)
Estimated Notification of Award	Date: March 18, 2019

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Each proposal must be accompanied by a transmittal letter which briefly summarizes the prospective vendor's interest in providing the required 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. (Applicant exceptions must also be recorded on Attachment 3).

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PRE-BID MEETING

A mandatory Pre-Bid Meeting has been scheduled for **November 21, 2019 at 10:00 AM. This is a mandatory meeting.** If a vendor does not attend this meeting, it shall be disqualified and shall not be considered for further evaluation. Attendance is limited to a maximum of three (3) representatives per vendor. Please contact the RFP Designated Contact shown below to register in advance. The Pre-Bid Meeting will be located at:

**Delaware Department of Correction
Central Admin Bldg.
245 McKee Rd.
Dover, DE 19904**

OPTIONAL FACILITY VISITS

Optional facility visits have been scheduled for **December 2, 2019 through December 4, 2019.** Only vendors that attended the Pre-Bid Meeting will be permitted to tour designated facilities. Although facility visits are optional, vendors are encouraged to attend. The facility visits will be guided by DDOC representatives. For safety and security clearance purposes, each vendor shall submit a list of names to include social security number and date of birth for those that attend. Attendance is limited to a maximum of three (3) representatives per vendor. Please contact the RFP Designated Contact shown below to register in advance. The scheduled dates and times for each facility visit will be distributed to vendors who register in advance.

II. Scope of Services

The Vendor selected will enter into a contract with the Delaware Department of Correction to provide correctional healthcare services.

Refer to Appendix B for technical requirements.

III. 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 RFP may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Transmittal letter as stipulated on page 3.
2. Complete all appropriate attachments and forms as identified within the RFP.

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3. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Item 8, subsection g (insurance).
4. Vendor shall provide responses to the Request for Proposal (RFP) as presented in Appendix B – Scope of Work and Technical Requirements. Vendor responses shall be thoroughly detailed.
5. Vendor's response shall acknowledge and expect that services will be provided at all DDOC facilities designated in Appendix B.
6. Vendor's response shall thoroughly describe how it will meet all requirements stipulated in Appendix B.
7. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work. Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.
8. Have no record of unsatisfactory performance. Vendors who are or have been seriously deficient in contract performance, in the absence of circumstances properly beyond the control of the Vendor, shall be presumed unable to meet this requirement.
9. Provide last three (3) years of financial information (balance sheets and income statements).

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise (relevant to the scope of work)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability and staffing
6. Business References
7. Price

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

3. 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

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information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. 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.

Craig Fetzer, Purchasing Services Administrator
Delaware Department of Correction
245 McKee Road
Dover, DE 19904
Craig.Fetzer@delaware.gov

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.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware 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.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended 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.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor 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 contractor:

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- 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;
 - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. 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.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **two (2)** paper copies and **one (1)** electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **2:00 PM (Local Time) on December 19, 2019**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Purchasing Services Administrator
Delaware Department of Correction
245 McKee Road
Dover, DE 19904**

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. DOC20026-HEALTHCARE” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery and any costs for returned proposals. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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.

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3. 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.

4. Proposal Costs and Expenses

The State of Delaware 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.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 30, 2021. The State of Delaware reserves the right to ask for an extension of time if needed.

6. 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.

7. Proposal Opening

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

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 in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. 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 rest solely with the State of Delaware.

9. Concise Proposals

The State of Delaware 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.

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10. Realistic Proposals

It is the expectation of the State of Delaware 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.

The State of Delaware shall bear no responsibility for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/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 such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the Freedom of Information Act, [29 Del. C. §10001, et seq. \("FOIA"\)](#). FOIA provides that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor believes it cannot submit its proposal without including confidential business information, it must adhere to the following procedure or risk its proposal being deemed unresponsive, not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter 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, and briefly stating the reasons that each document meets the said definitions.

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Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare its pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) 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 State of Delaware 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 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 State of Delaware, 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 State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

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b. Sub-contracting

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.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any subcontractors must be approved by State of Delaware.

c. 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.

14. Sub-Contracting

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.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any subcontractors must be approved by State of Delaware.

When subcontractors are used, they must:

- Meet federal, state, and local licensure, certification or credentialing as required.
- Provide proof of professional liability insurance.
- Operate under a Business Associate Agreement.
- Be registered to do business in Delaware.
- At the minimum, meet the same requirements for compliance with DDOC policy, state and federal laws and regulations as the primary Vendor.
- Be approved by DDOC to perform subcontracting duties under the primary Vendor.

15. Discrepancies and Omissions

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 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.

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 RFP

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Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **December 5, 2019**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **December 12, 2019**. Vendor 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.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. State's Right to Reject Proposals

The State of Delaware 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 State of Delaware'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 State of Delaware may deem necessary in the best interest of the State of Delaware.

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting the vendor 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 State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§6986](#), the State of Delaware 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.

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19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

21. Notification of Withdrawal of Proposal

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

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

22. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

23. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

24. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

25. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware 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.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a

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contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After the Commissioner reviews the evaluation committee's report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

26. Cooperatives

Vendors awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. 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](#). Professional services for this solicitation are considered under 29 Del. C. [§6982\(b\)](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Commissioner, Department of Correction, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. [§6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

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2. Proposal Selection Criteria

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.

The proposals shall 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 Delaware 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 contractor 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.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* [§6986](#). Such selection will be based on the following criteria:
- DDOC reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, by county, by service category, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware, pursuant to 29 *Del. C.* [§6926](#).

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Experience and Reputation	15
Expertise (relevant to the scope of work)	15
Capacity to meet requirements (size, financial condition, etc.)	15
Location (Geographical)	10
Demonstrated ability, staffing, and proposed plan	15
Validation of business references	10
Price	20
Total	100%

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Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in its proposal responses.

3. Proposal Clarification

The 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.

4. References

The 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, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendors are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendors selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter [§6904\(e\)](#) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with Title 29 of the Delaware Code, Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

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3. [Reserved].

4. General Information

- a. The term of the contract between the successful bidder and the State shall be for **three (3) years with two (2) optional extensions for a period of two (2) years for each extension.**
- b. [Reserved].
- c. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware 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 State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- d. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, 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.
- e. [Reserved].
- f. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- g. If the vendor to whom the award is made fails to enter into the agreement 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.
- h. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- i. Vendors are not restricted from offering lower pricing at any time during the contract term.

5. Collusion or Fraud

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.

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.

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

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response to advertising or an employee or representative thereof, will potentially void that particular proposal.

6. Lobbying and Gratuities

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.

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 State of Delaware 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.

All contact with State of Delaware employees, contractors 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.

7. Solicitation of State Employees

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 State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

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 contractor 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 it has done so, the vendor must terminate that employment immediately.

8. 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.

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It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by

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the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

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. §2502*.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware 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.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Delaware Department of Correction
245 McKee Road
Dover, DE 19904
ATTN: Craig Fetzer**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2. 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, the State of Delaware 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 against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including,

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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:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. 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 State of Delaware agrees to and accepts in writing.

g. Insurance

1. 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.
2. 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.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.
 - i. Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

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iii. Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate

c. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.

i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.

ii. Automotive Property Damage (to others) - \$25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).

5. The State of Delaware shall not be named as an additional insured.

6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

The selected Vendor will warrant that it 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.

i. BID BOND

Each bidder shall furnish a Bid Bond to the State of Delaware for the benefit of the Department of Correction in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to Department of Correction in an amount equal to 10% of the respective proposed value may be submitted in lieu of a bid bond.

j. PERFORMANCE BOND

Contractors awarded contracts are required to furnish a 100% Performance Bond to the State of Delaware for the benefit of the Delaware Department of Correction with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment 11 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

k. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or

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disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

I. 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 State's requirements.

m. Costs and Payment Schedules

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 State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

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

n. Liquidated Damages

Refer to Appendix B, Section H.

o. Dispute Resolution

At the option of, and in the manner prescribed by the Department of Correction, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, Agency elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by Agency, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Agency Director, for final and binding arbitration. Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The

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parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

p. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Department of Correction.

1. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 20 calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, 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 usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) business days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 20 calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. Termination for Non-Appropriations

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 for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

q. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 §[711](#), will agree that it will not discriminate against any

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employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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 State of Delaware 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. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject to the approval and acceptance of the Department of Correction.

u. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

v. [Reserved].

w. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete

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background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals who are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

All of the services specified by this Agreement shall be performed by the Vendor or by Vendor's employees or agents under the personal supervision of the Vendor. Prior to performing any work under this Agreement, Vendor and Vendor's employees and agents shall submit to any criminal history or other background checks that may be requested by Delaware and shall comply with all Department of Correction policies. Department of Correction may refuse access to any Department facility or to any sensitive information possessed or controlled by Delaware for any person not conforming to Department of Correction policy or whose criminal history or background check results are not acceptable to Department of Correction, in its sole and absolute discretion.

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. Vendor, Vendor staff's (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

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Vendor will be notified and shall comply. A copy of the current State of Delaware, Department of Correction Policy Number 8.60 "Prison Rape Elimination Act" is available online at:

http://www.doc.delaware.gov/assets/documents/policies/policy_8-60.pdf

In accordance with Policy 16.1 and the Department of Correction's Annual Training Plan, as established by the Employee Development Center, the Vendor will be required to complete the Contractual Staff Orientation prior to job assignment and any other mandatory training that may be required in the annual plan.

x. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

y. 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.

z. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware 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, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

aa. Applicable Law

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.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;

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4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with 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 State of Delaware 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, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

bb. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

cc. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

dd. 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.

ee. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

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ff. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

gg. IRS 1075 Publication (If Applicable)

Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

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The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding

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IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

hh. Other General Conditions

1. **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.
2. **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.
3. **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.
4. **Prior Use** – The State of Delaware 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 State of Delaware.
5. **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.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

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9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **W-9** - The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.
12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DOC20026-HEALTHCARE on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
13. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
14. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. 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 your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months,

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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.

VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – DDOC Security Clearance
- Attachment 11 – Performance Bond
- Attachment 12 – Bid Bond
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Staffing Plan
- Appendix D – Sample Professional Services Agreement

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, and 11 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent reporting that may be required on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.
- Attachment 12 shall be completed and submitted by the selected vendor as part of the formal execution of the contract.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to DOC_Purchasing_Mailbox@delaware.gov. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendorusage@delaware.gov on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spending during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DOC20026-HEALTHCARE Contract Title: Correctional Healthcare Services

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.

- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.

- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

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Attachment 2

CONTRACT NO.: DOC20026-HEALTHCARE
CONTRACT TITLE: Correctional Healthcare Services
DEADLINE TO RESPOND: December 19, 2019 at 2:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Correction

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Correction.

COMPANY NAME _____ Check one)

Corporation
Partnership
Individual

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS:	CERT. NO.:	Certification type(s)	Circle all that apply	
			Yes	No
		Minority Business Enterprise (MBE)	Yes	No
		Woman Business Enterprise (WBE)	Yes	No
		Disadvantaged Business Enterprise (DBE)	Yes	No
		Veteran Owned Business Enterprise (VOBE)	Yes	No
		Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 5

Contract No. DOC20026-HEALTHCARE
Contract Title: Correctional Healthcare Services

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1. Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

2. Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

3. Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. DOC20026-HEALTHCARE	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required			Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@delaware.gov

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Attachment 9

**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@delaware.gov
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

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Attachment 10

**DELAWARE DEPARTMENT OF CORRECTION
SECURITY REQUIREMENTS & PROCEDURES**

I. REQUIREMENTS FOR ALL VENDORS/CONTRACTORS:

The Delaware Department of Correction (DDOC) has established criteria for authorized entry into a correctional facility by Vendors/Contractors conducting business with the Department and requires the Vendor/Contractor to complete a DDOC Security Clearance Application (to be provided upon contract award) and complete the Prison Rape Elimination (PREA) Acknowledgement Form (to be provided upon award) prior to entering a DDOC facility. This security criterion shall be observed by all professional service visitors, volunteers, vendors, contractors, subcontractors (if any) and any applicable employee providing services in relation to the contract. While working inside the prison facilities, it must be clearly understood that prison security requirements will at all times take precedence over service and/or construction operations. The vendor shall comply with all such regulations and consider the regulations when preparing its bid response.

II. [RESERVED].

III. CONTRABAND

A. Title 11, Section 1256 of the Delaware Code specifies that “a person is guilty of promoting prison contraband when: (a) The person knowingly and unlawfully introduces any contraband into detention facility; or (b) The person possesses with intent to deliver any contraband to any person confined within a detention facility; or (c) Being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”

B. The following items are considered contraband and shall not be permitted near , in possession of or on the grounds of any DDOC facility:

- 1) Intoxicating beverages.
- 2) Narcotics, hypnotics, barbiturates, hallucinogenic drugs, central nervous stimulants, tobacco or drugs, except as authorized or approved by an institution affiliated physician.
- 3) Firearms or instruments customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administrator.
- 4) Instruments that may be used as an aid in attempting an escape.
- 5) Hypodermic needles, syringes, or other articles, instruments or substances specifically prohibited by the institution administration, except as authorized by an institution and/or Departmental Administrator.

C. In addition to above, no inmate may possess:

- 1) Tools, instruments or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
- 2) Money.

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Attachment 11

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

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IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Witness

Name

Title

Date

Company Name

Company Address

SURETY

Witness

Name

Title

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Attachment 12

Bid Bond

BOND HAS NOT BEEN WAIVED
10% BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ the County of _____ and State of _____ principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State (hereinafter referred to as Agency), for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence Of _____

Name of Bidder (Principal) (Seal)

Witness

BY

_____ (Seal)

Corporate
Seal

Title

_____ BY

_____ (Seal)
Name of Surety

_____ (Seal)

Title

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Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. One (1) completed Appendix C – Staffing Plan (fillable spreadsheet). Spreadsheet shall not be altered or reformatted.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked “ORIGINAL”, **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** . All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) completed and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) completed OSD application (See link on Attachment 9) – only provide if applicable
10. One (1) completed Bid Bond (See Attachment 12)
11. One (1) copy of last three (3) years of financial information (balance sheets and income statements)

The items listed above provide the basis for evaluating each vendor’s proposal. **Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked “ORIGINAL” on the cover, and contain original signatures.**
2. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy.

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Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

I. OVERVIEW

A. Purpose

The purpose of this RFP is to solicit bids from Vendors experienced in providing healthcare services to vulnerable, at risk populations and who have experience in providing healthcare services to incarcerated and at risk populations. The required healthcare services include but not limited to:

- Medical Services
- Nursing Services
- Dental Services
- Specialty Consultation
 - Specific specialties to be consulted would be determined by patient needs and would include but not be limited to: medical specialties and subspecialties, surgical specialties and subspecialties (to include ophthalmology, obstetrics-gynecology subspecialties), and radiology services (diagnostic and interventional)
- Utilization Review Services
- In-patient Hospital Services
- Diagnostic Services
- Ancillary Services

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. Certain services may be subcontracted out, but remain the sole responsibility of the Vendor. Vendors must be experienced in all aspects of comprehensive healthcare.

B. DDOC and population served

The Delaware Department of Correction DDOC is a cabinet level agency that is headed by the Commissioner, Department of Correction. DDOC employees work within 4 Bureaus, each led by a Bureau Chief:

- Bureau of Prisons (BOP)
- Bureau of Community Corrections (BCC)
- Bureau of Healthcare, Substance Use Disorder and Mental Health Services (BHSM) – Previously Bureau of Correctional Healthcare Services (BCHS)
- Bureau of Administrative Services (BAS)

There are currently 10 correctional facilities in the state of which 4 are level V facilities (prisons) and 6 are level IV facilities (Community Corrections Centers). A listing of DDOC facilities and locations can be found at <https://doc.delaware.gov/views/facilities.blade.shtml>. The DDOC may, at its discretion repurpose any of its facilities as a level IV or level V facility. As long as this does not impact the census above or below contracted allowances, the vendor will adapt and reconfigure staff accordingly (Refer to “Facility Staffing” in Part II, Section F below). The incarcerated population in Delaware varies from most other states in that Delaware is one of only 6 states nationwide that operates a “unified system”. Under the unified system, the State’s jail and prison populations share the same facilities. Jailed inmates may be in the DDOC’s custody prior to sentencing (the pre-

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sentenced population). Additionally, the DDOC is responsible for the care of those who have already been sentenced to incarceration in the DDOC. The breakdown showing percentages of inmates who are sentenced vs pre-sentenced (detentioners) is provided below.

Table 1: % of Population pre-sentenced vs Sentenced FY19		
Facility	Pre-sentenced	Sentenced
Baylor Women’s Correctional Institution (BWCI)	32.5%	67.5%
Howard R Young Correctional Institution (HRYCI)	34.3%	65.7%
James T Vaughn Correctional Center (JTVCC)	2.7%	97.3%
Sussex Correctional Institution (SCI)	20.5%	79.5%
Overall Total	18.5%	81.5%

Interested Vendors should be cognizant of the unique issues associated with serving the jail and prison populations, including the separate National Commission on Correctional Health Care (NCCHC) requirements for jails and prisons and American Correctional Association (ACA) performance based expected practices for jails and prisons. The successful bidder will be required to meet all applicable standards. The Vendor is responsible for meeting all NCCHC standards as well as all medical care related standards of the ACA, federal and state laws applicable to healthcare and to correctional settings as well as all DDOC policies. Vendor should carefully review the deliverables in this RFP and the information in the associated appendices to ensure construction of their best response. The following is a brief profile of the DDOC based on FY19 (July 2018-June 2019) numbers:

- Average Daily Population for Level V Males: 4,571
- Average Daily Population for Level V Females: 322
- Average Daily Population for Level IV Males: 620
- Average Daily Population for Level IV Females: 101
- FY 19 Level V admissions: 11,514
- FY 19 Level V Releases: 14,107 (Does not include deaths, incapacitated hold releases or transfers)
- About 63% are sentenced to serve more than one year at level V.
- 8.6% are sentenced to serve one year or less at level V.
- 18.5% are inmates in detention status at level V.
- Prison is for those serving more than one year.
- Jail is for those serving one year or less.
- The average length of stay for the detention population is 33.6 days.
- The average length of stay for the jailed population is 54.3 days.
- The average length of stay for the prison population is 33.59 months.
- On the last day of FY19, 92.9% of the inmate population was comprised of males and 7.1% were women
- Descriptive statistics are provided below relative to age of the inmate population as of the last day of FY19.

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Table 2: Age distribution of inmate population FY19					
	BWCI	HRYCI	JTVCC	SCI	Overall
Mean Age (yrs.)	34.9	34.2	42.4	37.7	38.3
Median Age (yrs.)	33	32	40	35	34
Range (yrs.)	19-71	18-77	18-89	16-78	16-89

C. Definition of Population Served

To prevent any confusion about the population this solicitation references, the Vendor is advised that with regard to this RFP and referenced policies, the terms “DDOC clients”, “inmates”, “offenders”, “clients” all refer to men and women that are committed in Level IV and V facilities, and the term “patients” refers to the subset of that population that is receiving or in need of healthcare services.

D. Standards of Care and Evidence Based Medicine

DDOC expects that healthcare provided should reflect practice consistent with the best available evidence for inmates’ specific conditions and in keeping with nationally accepted guidelines and standards of care for those conditions. A list is provided below of organizations that routinely provide guidelines for conditions commonly found in the inmate population. If a Vendor intends to use standards different from nationally accepted guidelines and standards this must be highlighted in the Vendor’s response along with the reasons for using the alternate standards. Any deviation from accepted standards of practice must be approved by the BHSM Medical Director and BHSM Bureau Chief prior to use by the Vendor. The Vendor shall ensure that a licensed physician be designated as the Statewide Medical Director/ Chief Medical Officer and shall ensure that the on-site site medical staff follow recognized standards of care and make decisions based on the clinical protocols established by the Vendor and accepted by the BHSM Medical Director and Bureau Chief. The BHSM Medical Director and Bureau Chief must approve any change in the use of standards during the course of the contract resulting from this solicitation.

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 BHSM.

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
- Centers for Disease Control and Prevention protocols and guidelines
- Occupational Safety and Health Administration (OSHA) guidelines;
- United States Preventative Service Task Force (USPSTF) guidelines
- Federal Bureau of Prisons guidelines
- US Department of Health and Human Services (HIV guidelines)

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- American Diabetes Association, American Medical Association (AMA), American College of Obstetrics and Gynecology (ACOG), American Heart Association (AHA), American association for the study of liver diseases (AASLD), the Infectious Disease Society of America (IDSA) and other nationally recognized professional health care organizations' guidelines.
- SAMHSA statutes, regulations and guidelines for MAT

E. Research

No research projects involving inmates 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 DDOC Policy 6.9 "[Research Activities](#)" and with BHSM Policy [G-06 "Medical and Other Research"](#). In every case, the written informed consent of each inmate who is a subject of the research project will be obtained prior to the inmate'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. Along with approval by the Commissioner of Correction, research must be approved by a Human Subjects Review Board.

F. Drug Free Workplace

The Vendor shall support DDOC's drug-free workplace with sufficient policies to comply with Federal and State regulations and DDOC policies. The Vendor will be required to develop and maintain (at the Vendor's expense) a urine drug screening program for all new hires, subcontractors and employees, comparable to the DDOC's random urine drug screen program in which at least 5% of the institution's medical personnel are randomly selected for screening each month. The Vendor must develop a procedure for drug screening and procedures in the event of a positive screen and have these approved by BHSM. The Vendor agrees to comply with any current or future drug detection initiative that the DDOC may implement applicable to Vendor employees, trainees, visitors and consultants. Furthermore, the Vendor must submit to the Department a monthly list depicting the number, names and positions of individuals who received of drug screens, along with the results.

G. Transition Plan between Existing and New Vendor

The Vendor must develop a transition plan from the current service delivery system. The transition plan must be presented to the BHSM Bureau Chief and Medical Director within 45 days of the contract approval and will address an orderly and efficient start-up. A detailed plan must be submitted with the proposal that addresses, at a minimum, how the following issues will be handled during the transition:

- a) Recruitment and retention of current and screening and selection of new staff, sub-contractors and specialists
- b) Hospital services
- c) Laboratory, radiology, dental services
- d) Medical supplies
- e) Assuming care of current patients
- f) Equipment and inventory
- g) Medical record management
- h) Orientation of new staff
- i) Coordination of transition

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The Vendor must outline timetables and specify personnel who will be assigned to supervise and monitor the transition, as well as detailed plans. 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 BHSM approval for each employee's access to DDOC facilities prior to making a job offer.

The Vendor must provide resumes for the management staff expected to be hired by the Vendor at the statewide level and facility level (see Appendix B) and these must be approved by BHSM for access to DDOC facilities prior to Vendor making offers of employment. The DDOC/BHSM reserves the right to withdraw any Vendor staff's access to DDOC facilities at any time during the contract at the discretion of DDOC/BHSM. Note that the Vendor must provide credentials for all medical vendors (physicians, dentists, physician assistants, advanced practice registered nurses) and submit these to BHSM for review, approval and credentialing prior to finalizing job offers in accordance with BHSM Policy [C-01 "Credentials"](#).

The Vendor's plan must also summarize problems anticipated during the course of transferring the contract and include proposed solutions for each. The Vendor will provide a similar transition plan at the end of the contractual period for transition to a new contract or a new Vendor. The proposal must outline a transition plan for the relevant documentation required by NCCHC and ACA audits pertaining to the time the contract is in effect.

II. SCOPE OF WORK

The Bureau of Healthcare Substance Use Disorder and Mental Health Services (BHSM) within the Delaware Department of Correction (DDOC) is soliciting bids for healthcare services to be delivered in DDOC's Level IV (Community Corrections Centers) and Level V (prison) facilities which operate 24-hours per day, 7 days per week, every day of the year.

Vendor's response shall thoroughly detail how its proposal meets the requirements of the RFP and Scope of Work. The selected vendor's performance and services shall be provided in a manner that is:

- a. Humane and professional with respect to inmates' rights to healthcare as guaranteed by the 8th Amendment of The United States' Constitution.
- b. In compliance with all current and future applicable state and federal laws.
- c. In compliance with all current and future (DDOC) policies, procedures, directives, rules, interim memos, intergovernmental agreements, and guidance documents. Refer to the full list of [DDOC Policies](#).
- d. Consistent and reliable, yet sufficiently flexible that as DDOC policies, procedures, directives, rules, memoranda of understanding (MOU), intergovernmental agreements, and guidance documents, laws, standards, or the operational needs of the DDOC change, the Vendor is able to quickly adjust and modify services provided to comply with the changes.
- e. In compliance with all current and future applicable National Commission on Correctional Healthcare ([NCCHC](#)) standards for jails and prisons, as well as the American Correctional Association's ([ACA](#)) standards.
- f. Necessary to maintain NCCHC accreditation for healthcare services at all currently accredited DDOC facilities and will support future accreditation efforts for all DDOC facilities.

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- g. Fully transparent and accountable (including providing all reports requested by the BHSM).

Additionally, the healthcare system established by the Vendor must:

- h. Utilize the full scope of licensed, certified, professionally-trained, and (where required), appropriately-credentialed personnel sufficient in number, location, and competency to meet all clinical and administrative requirements of the contract.
- i. Facilitate and ensure continuity of care between settings (i.e., the community, other correctional facilities, hospitals, out-of-state facilities, etc.), including but not limited to active participation and use of the statewide Health Information Exchange ([Delaware Health Information Network- DHIN](#)) as well as frequent and timely documented engagement with outside healthcare facilities and providers to allow for optimal patient care and improved health outcomes.
- j. Utilize and maintain up to date medical records in the DDOC's existing Electronic Health Record (EHR) known as "iCHRT" to its full functional capacity.
- k. Actively participate in development and improvement efforts, maintenance, support, training, configuration, and re-configuration (as necessary) of the DDOC's electronic health record (EHR).
- l. Utilize the DDOC's Offender Management System (DACS) for Offender Medical Grievances, Offender Programs, Offender Special Diets and other related functions.
- m. Maintain resource availability and timings for EHR scheduling functions.
- n. Collaborate with BHSM, the behavioral health, pharmacy and IT contractors, in the implementation of innovative continuous quality improvement reform initiatives.
- o. Implement evidence-based practices with a high degree of fidelity and be prepared to internally monitor measurement feedback to ensure positive health outcomes.
- p. Support all clinical, utilization and financial auditing and quality assurance activities, including all performance improvements required by BHSM, BOP and/or BCC for contract compliance purposes.
- q. Focus on maintaining complete, accurate, and detailed records of all services delivered.
- r. Implement a continuous quality improvement (CQI) program in accordance with BHSM Policy [A-06 Continuous Quality Improvement Program](#) and based on NCCHC standards, the ACA, as well as select measures (as identified by BHSM), from other agencies that provide standards on healthcare quality. This includes but is not limited to:
- National Commission on Quality Assurance-Health Evaluation Data Information Set ([NCQA-HEDIS https://www.ncqa.org/hedis/](https://www.ncqa.org/hedis/))
 - Centers for Medicaid and Medicare Services ([CMS](#))
- s. Include the provision of staff education as dictated by BHSM policy and when requested by the BHSM.

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A. GOVERNANCE AND ADMINISTRATION

1. Contract Management Expectations

The Vendor will be accountable to the DDOC's Chief, Bureau of Healthcare Substance Use Disorder and Mental Health Services (Chief-BHSM) and designees. The Vendor shall be responsible for managing the completion of all contract deliverables utilizing project management methodologies and contract administration activities that are consistent with the [Project Management Institute's](#) (PMI) [Project Management Body of Knowledge \(PMBOK\) Guide](#). All staff and subcontractors proposed to be used by the Vendor shall be required to follow a consistent methodology for all contract activities.

The Vendor is required to have at a minimum one (1) fulltime senior level Contract Administrator/Project Manager (CA/PM) dedicated to this contract and located in Delaware. The Project Manager must have the relevant education as well as the requisite experience in high level contract administration and project management. This CA/PM must possess, at the time of execution of the contract certification in project management by either the [Project Management Institute \(such as PMP, PgMP, PMI-RMP\)](#), or by Six Sigma (green belt or higher) or other demonstration of project management/contract management training and skill. DDOC reserves the right to review and accept or refuse facility access for the Vendor's selection of this Senior Level Contract Administrator/Project Manager at any period during the contract. The senior level CA/PM shall coordinate all the tasks necessary to successfully implement the contract. These tasks will include but not be limited to assigning staff, scheduling meetings, preparing, reviewing and submitting status reports, addressing project issues, providing administrative oversight for clinical services, management of budget and fiscal stewardship and preparing presentations for state stakeholders.

A successful CA/PM shall have overall responsibility for the contract deliverables, schedule, and successful utilization of the Vendor's resources to fulfill the requirements of the contract. The CA/PM shall have regular contact with BHSM as necessary. The CA/PM is also responsible for fostering a collaborative relationship between the Vendor staff and other stakeholders, including but not limited to BHSM staff, security staff (at BOP and BCC facility level), pharmacy and IT contractors. This position should be understood by the bidder as the state's single point of contact for all matters related to contractual services. The Department expects the CA/PM to be responsive to the state's request for information; accurate and timely in responses to the Department for routine, urgent and emergent matters.

The CA/PM shall schedule and facilitate (at the minimum) monthly project team status meetings with the Chief-BHSM or designee(s). These meetings shall be held either on-site in DDOC's Central Administrative office or via tele-conference.

The Vendor's CA/PM shall provide written "Monthly Status Reports" to BHSM which shall include, at a minimum:

- a. All contractual and project tasks accomplished, incomplete, or behind schedule in the previous month (with reasons given for those tasks behind schedule and plans for their completion)
- b. Contract deliverables (including staffing levels and other performance metrics) per executed contract.
- c. All tasks planned for the coming month.

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- d. An updated status of all tasks (entered into the “Contract/Project Plan” and attached to the Status Report – e.g., % completed, incomplete, resources assigned to tasks, etc.).
- e. The status of any corrective actions.
- f. The current status of the contract’s/project’s technical progress, contractual financial obligations (e.g., status of payment of hospital bills, outpatient and specialty care bills, achievements to date, risk management activities, unresolved issues and the requirements needed to resolve them, action items, identified problems, and any significant changes to the Vendor’s organization or method of operation.
- g. Notice to BHSM if required deliverables will not be completed on time.
- h. The Chief-BHSM and the Vendor’s CA/PM will agree on the exact format of the “Contract/Project Plan” and the “Monthly Status Reports” at or before the contract/project kickoff meeting.
- i. The CA/PM will be responsible for oversight and accountability for all the Vendor’s continuous quality improvement efforts.
- j. Information on new staff hires, vacancies, terminations, resignations, significant disciplinary action (including reasons) and reports made to Delaware Division of Professional Regulation or to law enforcement agencies on any staff.

2. General Requirements

The Vendor shall provide healthcare services to inmates in DDOC custody. The Vendor shall provide services to inmates in full compliance with the NCCHC Standards for Health Services in Prisons, [2018 Edition](#), and the NCCHC Standards for Health Services in Jails, [2018 Edition](#), or any subsequent edition published by NCCHC, as well as the [2018 ACA 5th Edition](#). If the requirements listed in the RFP conflict with NCCHC standards and/or ACA performance based expected practices, the RFP language will apply.

The Vendor shall maintain NCCHC accreditation (and provide needed efforts in support of the maintenance of ACA accreditation) at all DDOC sites. 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. This is addressed later in the RFP in section Appendix A “Liquidated damages”. 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. Liquidated damages shall not be the exclusive remedy for failure to achieve and/or maintain accreditation.

The Vendor shall also:

- a. Provide qualified healthcare professionals in sufficient in number, location, and skillset to meet all clinical, administrative, and performance-based requirements outlined in this RFP. Healthcare professionals must be qualified consistent with NCCHC and ACA standards and applicable state laws governing licensure, credentialing, and scope of practice requirements (See Appendix C).

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- b. Contract with a network of hospitals and specialists sufficient in size, location, and scope to meet all clinical requirements outlined in Section B of this RFP.
- c. Participate in applicable quality assurance activities and quality improvement projects as directed by DDOC and BHSM. This includes participating in and reporting at the monthly meetings of the Adult Correctional Healthcare Review Committee ([ACHRC](#)) at the request of BHSM or ACHRC and participation in a statewide continuous quality improvement program.
- d. Coordinate activities in collaboration with the BHSM.

3. Regulation Compliance

The vendor shall ensure compliance with the following:

- a. Americans with Disabilities Act (ADA). Vendor shall work closely with DDOC to provide accommodations to inmates in compliance with the Americans with Disabilities Act (ADA). In the event of a dispute between the Vendor and the DDOC on matters related to accommodations, the DDOC's ADA Director shall have final decision-making authority. Refer to DDOC Policy [11 F-01 "Patients with Chronic Disease and Other Special Needs"](#).
- b. Prison Rape Elimination Act (PREA). The Vendor shall comply with the Prison Rape Elimination Act of 2003, all applicable Federal PREA standards, and all DDOC policies, directives, rules, interim memos, and guidance documents, related to PREA for preventing, detecting, monitoring, investigating, and responding to any form of sexual abuse. The Vendor shall provide all necessary documentation to show compliance with the PREA standards and reporting requirements as part of ongoing quality assurance. The Vendor shall also actively participate in and cooperate with periodic PREA audits. The Vendor's documentation related to PREA compliance and reporting requirements shall be readily available to the DDOC's PREA Director. Refer to DDOC Policy [8.60 Prison Rape Elimination Act \(PREA\)](#) and BHSM [Policy F-06 Response to Sexual Abuse](#).
- c. Health Insurance Portability and Accountability Act (HIPAA). The Vendor shall comply with HIPAA and shall adhere to all state and federal statutes, laws, regulations, DDOC policies, directives, rules, and guidance documents regarding the confidentiality of "Protected Health Information" (PHI), including the transmittal of information by any verbal, written, electronic, or other means. Refer to DDOC Policy 11.A-08 "Health Record"
- d. Security and Other Violations: The Vendor shall immediately report to law enforcement any allegations, plans, or reports of illegal or potentially criminal activity the Vendor or its staff become aware of. In addition, the Vendor shall adhere to the DDOC policies as it relates to the investigation of misconduct and/or security breaches by the Vendor, the Vendor staff or others. The Vendor shall adhere to DDOC's policies and administrative directives as they relate to the introduction into facilities of contraband such as cell phones, weapons, illicit substances, tobacco products, etc. Refer to BHSM Policy 11-[G-04 Therapeutic Relationship, Forensic Information, and Disciplinary Actions](#).
- e. Compliance with NCCHC and ACA standards: The Vendor shall be required to provide care that meets at the minimum, the NCCHC and ACA standards for correctional healthcare in jails and in prisons.

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B. COMPREHENSIVE HEALTHCARE SERVICES

The Vendor is responsible for providing comprehensive health services to all inmates in DDOC custody regardless of sentencing status. Comprehensive health services encompass outpatient and infirmary medical, nursing, ancillary, dental and pharmacy management services (in concert with DDOC’s Pharmacy Contractor); specialty consultation, emergency transportation and in-patient hospital services. Comprehensive health services to be provided include (but are not limited to) services outlined in Table 1 below of which a select number are further expanded upon in subsequent paragraphs below. Care provided must be in keeping with current [NCCHC](#) & [ACA Standards](#), DDOC Policies and current medical standards of care and guidelines as set forth by the relevant medical, nursing and other professional organizations.

Table 1: List of services required of selected Vendor

Service domain	Applicable DDOC policies (not exhaustive list)	Notes
Receiving/Intake screening	E-02 Intake Screening	
Inmate Transfer Screening	E-09 Continuity, Coordination, and Quality of Care During Incarceration E-03 Transfer Screening	
Health assessments	E-04 Initial Health Assessment	
Dental Services	E-06 Oral Care	
Optometry and Podiatry Services	D-03 Clinic Space, Equipment, and Supplies E-09 Continuity, Coordination, and Quality of Care During Incarceration	These services are provided on-site, but some circumstances may require off-site referrals
Dietary Consultation	D-05 Medical Diets	
Sick Call	E-07 Non-Emergency Healthcare Request & Services E-09 Continuity, Coordination, and Quality of Care During Incarceration	
Chronic and Convalescent Care	F-01 Patients with Chronic Disease and Other Special Needs F-07 Care for the Terminally Ill	

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Infirmary Care	E-09 Continuity, Coordination, and Quality of Care During Incarceration D-08 Hospital Care F-02 Infirmary Level Care	
Emergency Care	D-07 Emergency Services and Response Plan E-09 Continuity, Coordination, and Quality of Care During Incarceration	
Pharmacy Management Services	D-01 Pharmaceutical Operations D-02 Medication Services Preferred Medication List	This is done in collaboration with DDOC's contracted Pharmacy Contractor
Women's Health Care	E-09 Continuity, Coordination, and Quality of Care During Incarceration F-05 Counseling and Care of the Pregnant Inmate B-06 Contraception	See below
Preventive Care/ Well visits	E-09 Continuity, Coordination, and Quality of Care During Incarceration	
Medical Records Management	A-08 Health Record	
Medication Administration	C-05 Medication Administration Training D-02 Medication Services F-04 Medically Supervised Withdrawal and Treatment	
Specialty care including dialysis	E-09 Continuity, Coordination, and Quality of Care During Incarceration F-01 Patients with Chronic Disease and Other Special Needs	
Inmate pre-employment physicals/evaluation	DDOC Policy 14.5 Medical Clearance, Sanitation, and Hygiene	

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Discharge planning and care coordination	E-09 Continuity, Coordination, and Quality of Care During Incarceration E-13 Discharge Planning	
Off-site diagnostic testing and treatment services	D-08 Hospital and Specialty Care E-09 Continuity, Coordination, and Quality of Care During Incarceration	
Hospice and end of life care	E-09 Continuity, Coordination, and Quality of Care During Incarceration F-07 Care for the Terminally Ill A-09 Procedure in the Event of an Inmate Death or Suicide Attempt	
Credentialing	C-01 Credentials	
Grievance Administration	A-10 Grievance Process for Healthcare Complaints	
Compliance & Quality Assurance	A-06 Continuous Quality Improvement Program	
Laboratory Services	A-01 Access to Care E-09 Continuity, Coordination, and Quality of Care During Incarceration	
Radiology Services	D-04 On-Site Diagnostic Services	Mobile on-site services, and off-site services
Equipment and Supplies	D-03 Clinic Space, Equipment, and Supplies	
Inmate Health Education	B-01 Healthy Lifestyle Promotion	
Infirmiry services	F-02 Infirmiry Level Care E-09 Continuity, Coordination, and Quality of Care During Incarceration	
Physical rehabilitative services		Includes on site Physical therapy, Occupational therapy

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Ancillary services	A-01 Access to Care	
Assistive Devices and Durable medical equipment	A-01 Access to Care	

1. Hospital-Based Services

The Vendor shall:

- a. In accordance with BHSM Policy [D-08 Hospital and Specialty Care](#), maintain written agreement(s) with one or more local hospitals in each county to provide:
 - Emergency services to inmates on a twenty-four (24) hour basis.
 - Inpatient hospitalization for inmates who require acute care hospital level of care.
- b. Maintain written agreement(s) with local emergency medical services (EMS) and ambulance services for response to facilities and for the transfer of inmates.
- c. Be responsible for the costs of all emergency transports of inmates by EMS
 - Coordinate transports with DDOC security staff.

Bidders are advised that inmates who are hospitalized and admitted (not in “observation” status) for over 24 hours are Medicaid eligible. The Public Benefits Manager under the contracted vendor must meet with the inmate the first day of hospitalization to help the inmate fill out the Medicaid application. The claims are submitted by the hospitals and physicians directly to the Medicaid Office and are paid by the Medicaid Office directly to the hospital or physician. DDOC then receives a monthly report from the Medicaid Office of all claims they have paid for hospitalized and admitted inmates from the previous month.

A review of the report is performed by DDOC and then submitted to the Vendor for its review and confirmation of the hospital services provided. Once this process is complete, it is DDOC’s responsibility to reimburse the Medicaid office for all approved paid claims.

Inmates who are hospitalized and under observation watch status are not Medicaid eligible and rates must be negotiated between the hospital and the contracted vendor.

2. Pharmaceutical Operations

The Vendor shall:

- a. Comply with DDOC Policy [11-D-01 “Pharmaceutical Operations”](#)
- b. Collaborate with the DDOC Pharmacy Contractor, facility security and the behavioral health provider on all matters pertaining to the ordering, renewal, delivery, medication administration, dispensing, tracking, reporting, quality assurance and other aspects involved in ensuring an efficient system that makes for the timely and uninterrupted provision of pharmaceuticals to patients who need them.
- c. Provide a pharmaceutical administration system (in collaboration with the DDOC pharmacy provider), which is sufficient to meet the needs of the inmate population and which operates in accordance with all local, state, and federal laws and regulations regarding the dispensing, procurement, distribution, storage, and disposal of

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pharmaceuticals. This shall be a multi-component system including EHR applications and processes, protocols, standard operating procedures and responsible staff positions.

- d. Actively engage in the Pharmacy and Therapeutics (P&T) Committee including participating in meetings and making recommendations for improvement.
- e. Be core participants on the formulary (preferred drug) enforcement committee and work with BSM and the pharmacy provider to maintain, update and enforce the formulary.

3. Medical supplies and medical area supplies

The Vendor shall:

- a. Provide, maintain, and replace, as needed, all the supplies necessary to carry out the terms of the contract. Vendor shall bear the cost of all supplies, medical devices and equipment needed to provide comprehensive medical services up to a maximum cost of \$500 per unit. Refer to DDOC Policy 11-D-03 Clinic Space, Equipment, and Supplies for details
- b. Inventory and perform maintenance checks necessary to maintain all supplies and equipment in good working order at least once a quarter or with frequency defined by the manufacturer (whichever is shorter).

4. Diagnostic Services

The Vendor shall:

- a. Provide on-site diagnostic services that are registered, accredited, and meet all applicable state and federal laws.
- b. Provide on-site radiology services to the extent possible. When it is not possible to provide these services on-site, inmates will be referred off-site for radiology services.
- c. Maintain all radiology equipment in accordance with all state and federal standards.
- d. Use board-certified radiologists to review and report findings of all diagnostic studies in a timely manner.
- e. Provide laboratory services which meet professional (e.g. American College of Pathology), state, and federal requirements and standards.
- f. Provide full laboratory services, diagnostic testing, and a fully detailed lab manual with instructions in all areas of specimen collection, handling, and processing. All laboratory results must be signed off on by a provider (MD/DO/NP/PA) and entered into the EHR in keeping with DDOC policy.
- g. Ensure that a system is in place for the Laboto notify the appropriate provider in a timely manner when the results of radiology services or laboratory testing indicate abnormal findings.
- h. Establish a system that ensures that, in the event a laboratory or radiology test with results outside the "normal" range, a provider notifies the inmate, explains the results and develop a plan of care in a timely manner. Timeliness will be as defined by the condition

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identified by the abnormal diagnostic test, the patient's overall health, and available treatment modalities.

- i. Ensure the inmate is notified of the results of diagnostic testing in a manner that is consistent with DDOC policies.

5. Vision Care Services

The Vendor shall:

- a. Identify inmates who need vision care services by using standardized screening tools as part of the initial health assessment and during routine chronic care and preventive visits.
- b. Provide timely evaluation and treatment of inmates who may have visual problems and/or may need vision care services.
- c. Provide and cover the cost of eyeglasses and other visual aids.
- d. Work closely with the DDOC ADA coordinator and the Delaware Division for the Visually Impaired and other relevant organizations to ensure that all technology, support services and appropriate accommodations are provided for visually impaired (blind) inmates.

6. Oral Care

The Vendor shall provide oral care to each inmate pursuant to BHSM Policy [E-06 Oral Care](#) and under the direction and supervision of appropriately licensed dental staff. To meet the demand for dental services in Level IV facilities, the Vendor shall make a broad array of dental services available to Level IV via mobile dental vans.

7. Pre-Authorization System

The Vendor shall provide a pre-authorization (and payment) system for specialist consultation and offsite diagnostic testing that:

- a. Ensures timely access to specialist care and diagnostic services for those inmates who need them.
- b. Ensures the specialist/diagnostic care requested is consistent with nationally accepted guidelines and clinical pathways for delivery of evidence-based care.
- c. Expeditiously redirects requesting medical providers to equivalent, evidence-based, more cost-effective approaches whenever applicable.
- d. Is physician-driven such that only a physician may determine requested care to be medically unnecessary or inappropriate given the particular facts in the individual case, and only a physician may redirect care.
- e. Is based on nationally recognized criteria, tools and decision support systems that guide the provision of high quality and cost effective healthcare.
- f. Has as a mandatory component, direct verbal discussion (in person or by phone) between reviewing physician and requesting physician/provider on any care/consults/diagnostic testing that the reviewing physician deems may be medically unnecessary or requiring of redirection. The goal of such discussion is to ensure that the clinical picture is fully

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understood by the reviewing physician, and the concerns of the reviewer are fully understood by the referring provider.

- g. Has provisions such that if the primary care provider/ referring provider agrees after discussion with the reviewing physician that the care is unnecessary or should be redirected, s/he must document that in the inmate health record.
- h. Has a provision to allow for the primary care provider to immediately initiate and appeal process when they do not agree with the reviewing physician.
- i. Incorporates an appeals system that is time sensitive and that allows the primary care provider to appeal a case, to the BHSM Medical Director or designee.
- j. In cases where there is lack of agreement between treating provider and Vendor's Chief Medical Officer, the BHSM Medical Director/BHSM Bureau Chief or designee will be the final arbiter decision.

8. Women's Health

The Vendor shall provide a full range of women's health services to DDOC biologically female inmates. Biologically female inmates shall have access to OB/GYN trained health care practitioners who are qualified to meet their needs. Care provided shall include but not limited to:

- a. Prenatal care
- b. Postpartum care
- c. Contraceptive counseling and reproductive life plan counseling (see BHSM Policy B-06 "Contraception")
- d. Access to the full range of currently available reversible contraception methods (including long acting reversible contraception) for inmates who are within 3 months of DDOC release.
- e. DDOC and its vendors shall not provide irreversible contraception (sterilization) to inmates, with the exception that an outside healthcare facility may, at their discretion, provide care directed at another condition that may inadvertently lead to sterilization (e.g. cancer treatment or hysterectomy for advanced uterine fibroids). In all cases, however, treatments shall in no way be provided to inmates while they are in DDOC custody that has as primary aim the sterilization of such inmates.
- f. Screening for gynecologic malignancies in accordance with nationally accepted guidelines such as those set forth by the American Cancer Society (ACS) and the American College of Obstetricians and Gynecologists (ACOG), and the US Preventive Services Task Force (USPSTF).
- g. Screening for breast malignancies in accordance with nationally accepted guidelines including those set forth by ACOG, USPSTF and others.
- h. Maintain agreements with local agencies for the provision of learning sessions and care coordination services related but not limited to:

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- Screening for intimate partner violence
 - Care coordination and discharge planning services to connect inmates to appropriate women's health services upon release
- i. Counseling for pregnant women: This shall be non-coercive and shall aim to guide each pregnant inmate in making decisions regarding their pregnancy that are in line with their values, beliefs and preferences.
 - j. Note that state and federal funds may not be used for induced abortions. However, the Vendor must maintain agreements with community providers that perform these services to ensure services are available to those who desire them. Costs for the services and for transportation will be borne by inmate or her family.
 - k. Medication Assisted Therapy for pregnant inmates with opioid use disorder.

9. Continuity of Care & Re-entry services

In collaboration with the Behavioral Health Contractor, the Pharmacy Contractor and the BHSM, the Vendor shall actively participate in comprehensive re-entry coordination aimed at successfully re-assimilating inmates into the community. The purpose of this is to ensure continuity of healthcare and access to social services for released inmates. The Vendor shall have designated staff at each facility that have as part of their responsibilities, the oversight of the medical aspects of re-entry and participation in the re-entry and discharge planning teams at each facility. See BHSM Policy E-10 Discharge Planning and DDOC Policy 3.12 Reentry Planning Policy, Case Logic Model and Collaborative Case Management Model.

Continuity of care begins at admission and occurs at all transitions of care, including but not limited to intra-system transfers, transfer from and to community-based healthcare facilities, transfers to and from correctional facilities in other jurisdictions, discharges from custody, and re-admission to the DDOC. The Vendor shall, in accordance with BHSM Policies [E-09 Continuity, Coordination, and Quality of Care During Incarceration](#), 11-E-10 Discharge Planning and DDOC Reentry Planning Policy ensure that a robust system is in place to ensure continuity of care within and between DDOC facilities and between DDOC facilities and external healthcare facilities and providers.

The Vendor shall provide both statewide and facility level positions that have as part of their responsibilities, reentry care coordination and the oversight of continuity of care practices upon admission, transfer, and discharge from DDOC. The Vendor shall:

- a. Monitor care coordination activities at the facilities.
- b. Collaborate with DDOC staff, behavioral health contractor, and pharmacy contractor on care coordination activities.
- c. Collect and analyze data on care coordination activities for the purposes of CQI.

10. Medication Assisted Treatment (MAT)

The Vendor shall provide clinical care for substance use disorder to affected inmates. This includes but is not limited to monitoring for and treatment of alcohol, opioid and benzodiazepine withdrawal using nationally accepted guidelines and tools; medication assisted withdrawal and medication assisted treatment for opioid use disorder; coordination with community based treatment facilities and opioid treatment programs to ensure seamless

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transition of inmates from community treatment to treatment within DDOC facilities and vice versa. (This includes ensuring coordination with opioid treatment programs to ensure methadone continuation for those who received methadone in the community but are now incarcerated).

The Vendor must ensure that each facility has available (onsite or by telemedicine) a medical provider who is able to evaluate patients with a history suggestive of substance use disorder and to make recommendations to initiate or continue (as appropriate), medication assisted treatment or medication assisted withdrawal within 48 hours of the inmates' incarceration (for non-pregnant inmates) and within 12 hours of incarceration for pregnant inmates. It is the Vendor's responsibility to ensure that it has a sufficient number of duly trained and credentialed (and DATA/CARA waived) providers to meet the needs of all inmates with substance use and co-occurring disorders. Refer to BHSM Policy [F-04 Medically Assisted Withdrawal and Treatment](#).

If the vendor does not have a local Opioid Treatment Program (OTP), it will be required to have a formal arrangement, approved by BHSM, with local OTP providers to ensure continuation of treatment for individuals coming into DDOC who were treated with MAT in the community. DDOC requires that the Vendor is capable of providing all FDA approved medications for the treatment of substance use disorder- including, as appropriate, continuation of those who were on MAT in the community, and induction of therapy for those not previously on MAT, but who would benefit from MAT during incarceration.

The Vendor will ensure the DDOC MAT program is seamless on day one of the contract and beyond. This will require very close collaboration with the BHSM, BOP, BCC, each facility and the Behavioral Health contract provider.

11. Onsite Hemodialysis

The Vendor shall be responsible for providing a nephrologist to manage a 3-bed dialysis unit located within the James T. Vaughn Correctional Center (JTVCC) infirmary. JTVCC has 3 dialysis machines and provides treatments to male dialysis patients. The Vendor will be responsible for maintaining the dialysis machines and providing the consumable supplies for dialysis. Neither of the women's' Level V or IV facilities has a dialysis unit. The Vendor will be responsible for ensuring access to dialysis for inmates in the women's facilities or Level 4 facilities who need dialysis. This may be accomplished either by providing a portable dialysis machine or by establishing an MOU or subcontract with community providers for dialysis if a portable dialysis machine cannot be obtained. On-site nephrology services for inmates requiring dialysis shall include:

- a. Initial assessment of inmates who requires dialysis.
- b. Individualized care plan for each inmate requiring dialysis.
- c. Monthly follow-up visit for each inmate on dialysis.
- d. Evaluation of inmates who may be potential candidates for renal transplant.

12. HIV and Hepatitis C surveillance and treatment

In keeping with guidelines from the [Centers for Disease Control and Prevention](#) and the [United States Preventive Services Task Force \(USPSTF\)](#), the vendor shall ensure all inmates are tested for Hepatitis C and HIV as part of their initial clinical evaluation which must be

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within 14 days of incarceration. Testing shall be offered using an “[opt-out approach](#)” in which the inmate is informed that they will be tested for HIV and Hepatitis C along with other screening and diagnostic testing unless they opt-out/refuse.

Inmates who show evidence of active Hepatitis C disease must receive appropriate laboratory and physical evaluation for disease staging and treatment planning and must be started on treatment with direct acting antivirals with the aim of curing Hepatitis C.

- a. Treatment with direct acting antivirals, must be in keeping with the guidelines of the [American Association for the Study of Liver Disease \(AASLD\)](#) and must be initiated within 3 months of diagnosis of Hepatitis C in all patients who meet the following criteria:
 - Sentenced inmate (not a detentitioner)
 - Has evidence of advanced liver disease/ advanced fibrosis/cirrhosis as indicated by laboratory testing, physical exam findings and/or imaging studies
 - Is reasonably expected to remain in DDOC for the full duration of HCV treatment (i.e has 12 weeks or more left on their sentence)
 - Is willing to be treated
 - There are no medical contraindications to treatment

- b. Within 6-9 months of diagnosis of Hepatitis C in all patients who meet the following criteria:
 - Sentenced inmate (not a detentitioner)
 - At time of diagnosis, does not have any laboratory, physical exam or imaging studies concerning for advanced liver disease/advanced fibrosis or cirrhosis
 - Laboratory studies (HCV viral load) done at least 6 months after initial diagnosis show persistence of Hepatitis C (i.e. has not spontaneously cleared infection)
 - Has remaining sentence of at least 12 weeks as of the time of labs referenced in “2c” above
 - Inmate is willing to be treated
 - There are no medical contraindications to treatment

- c. Treatment of HCV may be done by primary care providers or by subspecialists (Infectious disease or gastroenterology). The following groups of patients, however, ***must*** be treated by either an infectious disease doctor or a hepatologist/gastroenterologist (Note that even for these patients, the timeframes listed above for when treatment must start shall be adhered to):
 - Patients with advanced liver disease (Liver disease stages F3-F4)
 - Patients who are co-infected with Hepatitis B
 - Patients who are co-infected with HIV (consult with ID not GI doctor)
 - Patients known to have failed prior treatment for Hepatitis C

- d. All patients whose laboratory testing shows evidence of HIV infection or who are known to be HIV infected must be managed as follows:
 - HIV patients on HIV medication in the community- Restart HIV medication immediately upon incarceration and patient must be seen by a medical provider trained and proficient in HIV management within 1 month of incarceration.
 - HIV patients not on medication- Must be evaluated for treatment by medical provider trained and proficient in HIV management within 1 month of incarceration.

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13. Inmates with Special Needs and Americans with Disabilities Act (ADA)

The Vendor shall comply with BHSM Policy [B-07 "Communication on Patients Health Needs"](#) relative to the Americans with Disabilities Act and shall:

- a. Serve as the local authority in determining whether an inmate has a disability.
- b. Provide information to and receive information from the ADA Site Coordinator for the purposes of evaluating ADA requests and documenting accommodations.
- c. Make determinations as to appropriate accommodations.
- d. Coordinate with facility and education/program staff on the implementation of accommodations.
- e. Adhere to the final decisions made by the DDOC ADA Director with regards to ADA accommodations.
- f. Train and require all staff to provide accommodations pursuant to the ADA.
- g. Work with appropriate state agencies to coordinate continuity of care for patients with special needs or disabilities.
- h. For inmates requiring prostheses and other assistive devices including hearing aids, the Vendor shall:
 - Ensure that a prosthetist or other appropriate specialist (e.g. audiologist) is available to provide assessments and facilitate the provision of equipment needed.
 - Establish contracts or agreements with local prosthetic companies to provide prosthetic devices to inmates as determined necessary by the Vendor, the ADA Director, or designee.
 - Request that the company representative make preliminary measurements and fittings on-site whenever possible.
 - To the extent possible, provide prosthetics and other assistive devices that improve inmate's level of functioning to that of a non-disabled inmate. All prosthetics and other medical devices must meet all applicable quality standards.
 - Provide prosthetics and other assistive devices that conform to the security requirements of the DDOC.
 - Give precedence to the safety/security needs of the facility in cases where an inmate's ADA accommodation conflicts with the safety/security needs of the facility. The Vendor shall provide an alternative treatment plan to maximize the inmate's level of functioning while also addressing DDOC's safety/security requirements.

14. Infirmary Care and Medical Housing Unit Services

The DDOC has 4 infirmaries located in HRYCI, SCI, BWCI, and JTVCC with a total complement of 91 infirmary beds: HYRCI (30 beds); BWCI (7); JTVCC (44) and SCI (10 beds).

The Vendor shall:

- a. Provide staffing of the DDOC's 4 infirmaries and any supplemental medical-housing units.

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- b. Provide sufficient staffing in each infirmary so that inmates are always able to gain a healthcare professional's attention through direct visual or auditory signals.
- c. Utilize the infirmary units in a manner consistent with NCCHC standards, principles and practice, and in response to specific requests from the DDOC.
- d. Employ a sufficient number of qualified healthcare professionals (QHCP) for the infirmaries.
- e. Provide 24/7/365 direct nursing care of patients in the infirmary.
- f. As clinically indicated, nurses shall record vital signs and follow established nursing protocols and orders based on the inmate's health condition.
- g. Provide care in keeping with BHSM Policy F-02 Infirmary Level Care and nationally accepted standards and guidelines for the inmates' medical conditions.
- h. Admit and discharge inmates from the infirmary based on the clinical discretion of the site medical director or designee (who must be a physician, physician assistant or nurse practitioner).
- i. Have a Bachelors prepared nurse or a registered nurse with extensive administrative experience as the Director of Nursing at each site with an infirmary.
- j. Have on-call physician (MD/DO) coverage 24/7/365 available to each site, with physicians reachable by phone at all times.
- k. In conjunction with the Facility Management, maintain an infirmary which is safe and clean for the provision of healthcare services.
- l. Provide to the BHSM Medical Treatment Services Director or designee, a daily report of inmates in the infirmary and a summary of their condition.

15. Care for the Terminally III

The Vendor shall:

- a. Provide a hospice/palliative care program which includes a manual to direct the provision of care and services to those inmates who need such services.
- b. Recruit, train, and supervise inmates as hospice workers.
- c. Respect inmates' advance directives for healthcare, and surrogate decision making.
- d. Provide comfort care in accordance with palliative care/hospice standards. This is to include medications, food for comfort, and family visits as allowed by DDOC security.
- e. Utilize the appropriate advance directive forms from the DMOST (Delaware Medical Orders for Scope of Treatment) website.
- f. Save completed forms to the EHR. A copy shall be sent to the BHSM.

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16. Medical Contract Coordination

The Vendor's Statewide Office shall be the liaison between the BHSM and the Vendor's Corporate Office (If different from the Statewide Office). The Statewide Office shall provide facility personnel with the resources necessary to fulfill the requirements of the contract. The Statewide Office shall maintain a physical office location within Delaware where the statewide staff shall use as their primary location (preferably in Kent County). The Statewide Office shall meet with BHSM monthly or more frequently as needed to discuss health services and contract issues. The Vendor will be responsible for coordinating with the BHSM to develop and implement programs that provide all inmates with unimpeded access to timely, appropriate, and evidence-driven health care services in accordance to BHSM Policy [D-08 Hospital and Specialty Care](#) and BHSM Policy [D-06 Patient Escort](#).

C. SAFETY

It is the responsibility of the Vendor to work in collaboration with DDOC security and DDOC facilities to continuously maintain facilities' health service delivery areas in a manner that ensures that these areas are safe and sanitary for the provision of clinical care. This involves ensuring an environment where the risk of disease transmission and risk of injury is reduced to the minimum possible.

The Vendor's proposal must indicate how it intends to address the following safety areas as outlined below.

- a. Infection control program
- b. Inmate safety
- c. Staff safety
- d. Emergency response
- e. Compliance with all ACA, NCCHS and other applicable accreditation standards as required
- f. In particular, bidders must outline how they will address the use of the [hierarchy of controls](#) to minimize exposure to hazards in healthcare delivery areas.

1. Infection Control Program

The Vendor shall have an infection control program in place. This program shall comply with BHSM Policy [B-02 Infectious Disease Prevention and Control](#) and must be consistent with nationally accepted standards for infection control in healthcare settings such as those put forth by the [Centers for Disease Control and prevention \(CDC\)](#), the [Society for Healthcare Epidemiology of America \(SHEA\)](#) and the [Federal Bureau of Prisons](#). The program shall include, at a minimum:

- a. Procedures for screening inmates for communicable diseases during the initial health assessment.
- b. Outbreak control plans for communicable diseases.
- c. Provisions for reporting infectious diseases in accordance with state and federal laws.
- d. Standards for universal precautions to minimize the risk of exposure to blood and bodily fluids.

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- e. Post-exposure prophylaxis for inmates and staff following confirmed or possible exposure to organisms for which post-exposure prophylaxis is indicated including but not limited to HIV, Hepatitis A, Mumps, etc.
 - f. Medical isolation capacity, including the use of negative pressure rooms and personal protective equipment.
 - g. Procedures for ectoparasite prevention and control.
 - h. Procedures and plans for disposal of biohazardous and contaminated waste in accordance with the federal and local regulations.. This includes but is not limited to plans to contract with waste management agencies, procedures for handling and proper disposal of sharps.
 - i. Recruit and train inmate workers as EVS (Environmental services) workers.
 - j. Procedures for routine and enhanced cleaning of patient care areas (such as following housing of a patient with multidrug resistant organisms, or during outbreaks of infectious diseases).
 - k. A training plan for the training of inmate and non-inmate cleaning/environmental health workers.
 - l. Facility and statewide level infection preventionist staff. These staff shall be assigned to infection control activities with or without other quality assurance responsibilities.
 - m. Infection preventionist staff may not be assigned clinical duties beyond duties directly tied to prevention and control of infectious diseases (such as vaccination of inmates/staff; tuberculosis screening of inmates/staff; respirator fit testing of inmates/staff as appropriate based on the infection preventionist's education and training).
 - n. Such staff must have experience and training/certification specific to healthcare infection control and may be nurses or other relevant profession such as laboratory scientists or epidemiologists.
 - o. The statewide Infection Preventionist must be a Bachelors prepared (or higher) nurse with experience in healthcare infection control, who possesses (or obtains within 6 months of hire) certification in infection control from a nationally recognized organization such as the Association for Professionals in Infection Control ([APIC](#)); Society for Healthcare Epidemiology of America ([SHEA](#)).
- 2. Coordination with the Department of Health and Social Services/Division of Public Health**
- The Vendor shall:
- a. Provide the Delaware Division of Public Health (DPH) required information pursuant to Delaware law, and in addition shall provide such information as/when directed by the BHSM.
 - b. Provide information that must be provided to DPH per Delaware law that includes but is not limited to information on all vaccine doses administered; confirmed or suspected

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cases of [reportable diseases](#) as well as disease clusters (unexpectedly high numbers of any disease or syndrome). All reports shall be provided in the format and at the intervals/within the timeframes outlined by the DPH on its reportable disease [website](#).

- c. Work collaboratively with the Department of Health and Social Services Divisions (DPH and DSAMH) in implementing programs or training modules approved by the BHSM for delivery within the DDOC. DPH may provide guidance to the Vendor and DDOC on a variety of issues including, but not limited to:
- Infection control
 - Detection, prevention, reporting, and contact tracing of Sexually Transmitted Infections (STIs), including HIV/AIDS
 - Detection, prevention, reporting, and contact tracing of blood-borne or other pathogens (hepatitis A, B, C, and tuberculosis)
 - Dissemination of public health information and education to inmates and staff
 - Responding to public health threats
 - Responding to disease outbreaks
 - Substance use disorder- recognition and treatment, including education about administration of overdose reversal medications
- d. Provide continuity of care by collaborating with DPH for discharge planning for inmates with certain infectious diseases. This includes but is not limited to discharge plans for inmates with HIV/ AIDS, Hepatitis C, untreated STDs or active tuberculosis.

3. Patient/Inmate Safety

The Vendor shall:

- a. Have a program in place to prevent and track adverse and near-miss clinical events and safety breaches in accordance with BHSM Policy B-08 Patient Safety.
- b. Address and remediate patient safety concerns in a timely manner.
- c. Report adverse and near-miss clinical events to the DDOC BHSM Chief or designee and address the events through the CQI program in accordance with DDOC policy.
- d. At a minimum, include an error reporting system that outlines how health service staff can identify and report errors, whether errors occurred through omission or commission, and a process for calculating the number and type of adverse clinical events and near-miss events.
- e. Implement a process for identifying and reporting medication errors, drafting, executing and following up on corrective action plans.
- f. Address patient safety issues as part of the CQI program.
- g. Perform pre-employment examinations for inmate workers and conduct ongoing medical surveillance of inmate workers in accordance with BHSM Policy B-04 Medical Surveillance of Inmate Workers.
- h. Provide inmate workers with education on staying safe in the workplace.

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- i. Provide inmates with age appropriate vaccinations in line with recommendations by the [ACIP \(Advisory council on immunization practices\)](#)

4. Staff Safety

In accordance with BHSM Policy B-08 Staff Safety, the vendor shall be responsible for maintaining an employee health and safety program at each facility that caters to all staff and contractors in that facility including (DDOC staff, vendor staff, behavioral health contractor staff, pharmacy staff, volunteers and students) and includes but not limited to:

- a. Providing cost-effective access to work-specific vaccinations including influenza, tetanus, hepatitis A and hepatitis B. This may be done in collaboration with local pharmacies, employee benefits plans, BHSM staff, pharmacy contractor or others.
- b. In collaboration with Facility Management, create policies and procedures to protect the safety and well-being of all staff who work in healthcare delivery areas of DDOC facilities including ensuring a work environment that is free from physical hazards and that is sanitary.
- c. Facilitate annual tuberculosis screening of all facility staff and contractors using either a skin test or blood tests (Interferon gamma release assays- IGRA).
- d. Facilitate timely follow up (and when needed, treatment) of persons who screen positive for tuberculosis. Treatment may be done through outside partners such as the DPH tuberculosis clinics.
- e. Respond to staff emergencies and urgent medical needs in all DDOC facilities.
- f. Provide education to staff and contractors on safety in the workplace and send training logs, sign-in sheets and content to BHSM Chief or designee on at least a quarterly basis.
- g. Ensure that adequate personal protective equipment (PPE) in sufficient quantities is available to all staff, contractors and inmate workers who work in healthcare delivery areas.
- h. Ensure that all staff, contractors and inmate workers who routinely work in healthcare delivery areas are:
 - Appropriately trained in avoiding exposure to blood and body fluid protocols
 - Use of PPE
 - Fit-tested for particulate respirators (N95 masks-at a minimum)
 - Training logs and sign-in sheets as well as training content must be sent to BHSM Chief or designee on at least a quarterly basis
- i. Specifically for vendor staff: Provide necessary post-exposure testing and prophylaxis following exposure to infectious agents. This may be done through a subcontract with an outside agency with the Department's approval but must comply with nationally accepted guidelines for post-exposure testing and post-exposure prophylaxis. For non-medical vendor staff, coordinate with the DDOC infection control nurse to facilitate linkage of affected staff to post-exposure prophylaxis resources.

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5. Vendor's Responsibilities to Inmate/Resident Workers

The Vendor shall:

- a. In accordance with DDOC Policy [14.5 Medical Clearance, Sanitation, and Hygiene](#), examine inmates who require medical clearance for their jobs including (but not limited to) those seeking to be Food Service Workers.
- b. Complete all history taking, physical examination and laboratory testing that may be necessary for clearance.
- c. Complete inmate work-clearance paperwork within 10 business days of receiving the request.
- d. Complete documentation for work clearances, which shall include, at a minimum:
 - A statement that the inmate's health record was reviewed.
 - An indication that all pertinent past medical history (e.g., communicable diseases, cardiac problems, pulmonary problems, allergies, and back problems) was reviewed.
 - Information indicating that patient was evaluated for current signs and symptoms of illness.
 - A focused physical examination and vital signs.
 - Statements as to whether or not the individual has medical conditions that preclude work in the area of work for which they are requesting clearance.
- e. Provide training on the blood borne pathogens exposure control plan to inmate workers who may be exposed to blood borne pathogens as part of their facility employment.
- f. Ensure that the training shall cover standard precautions and safe handling procedures to help protect those in custody and others from blood borne pathogen exposure, include procedures for reporting exposures and be in compliance with BHSM [Policy B-02](#).

6. Emergency Response Plan

In accordance with NCCHC standard D-07 and BHSM Policy [D-07 Emergency Services and Response Plan](#), the Vendor shall draft, maintain and routinely test, in conjunction with BOP and BCC, an emergency response plan. This emergency response plan shall:

- a. Provide for immediate response to inmates in facility-based emergency situations.
- b. Involve participation with security in critical incident drills and debriefs related to facility-based emergency situations.
- c. Provide for twenty-four (24) hour on-call coverage by physicians.
- d. Include written procedures for addressing emergencies in collaboration with DDOC security and for the emergent transfer of inmates at each facility when indicated.
- e. Provide for a coordinated emergency response with DDOC custody staff to include:
 - Man-down drills for inmates & staff requiring immediate medical intervention.
 - Mass disaster drill involving multiple casualties that require triage by health and mental staff.
 - Responses to incidents or allegations that pertain to PREA

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- Establishment of an emergency medical triage area inside a correctional facility when indicated.
 - Procurement and maintenance of emergency medical equipment in a secure location, determined by DDOC.
 - Ensuring equipment and Emergency Medical Services are onsite to allow for moving infirm, non-ambulatory, and critically-ill inmates during an evacuation or other emergency.
 - Include certifying the Vendor's facility level management staff in ICS-100 within six months of hire. This includes HSA, Directors of Nursing, Assistant Directors of Nursing and Medical Directors. This may be completed online through the Federal Emergency Management Agency (FEMA) [trainings](#) or in-person at trainings offered by the Delaware Emergency Management Agency ([DEMA](#)).
- f. The Vendor shall provide emergency medical care necessary to stabilize any DDOC employee, contracted staff, volunteer, or visitor who is injured or becomes ill while at a DDOC facility. Documentation of this care shall be retained in a paper record and not in the DDOC's medical record for inmates. Any required follow-up care will be the responsibility of the non-inmate.

D. ADMINISTRATIVE MEETINGS AND REPORTS

The Vendor shall participate in a variety of meetings to ensure there is appropriate and effective collaboration between facility administration, the Bureau of Healthcare Substance Use Disorder and Mental Health Services, and the various healthcare contracted providers. The Vendor shall ensure that all required participants among their staff are invited to each meeting and actively participate. The Vendor shall be responsible for compiling meeting records and notes for meetings they facilitate, and disseminating them to all participants and BHSM.

Vendor must participate in all administrative meetings as outlined in current and future NCCHC and ACA standards for jails and prisons. Details on the daily, weekly, monthly and quarterly meetings the Vendor is required to convene, attend and/or contribute to and the Vendor's role in these meetings is as outlined in BHSM Policy A-04 Administrative Meetings and Reports. Review of medical and other records by these Committees shall be undertaken with a view to improve the quality of patient care pursuant to 24 Del. C. § 1768(a) and deemed confidential.

1. Quarterly Meetings

- a. Healthcare Advisory Committee: Each facility is required to conduct a quarterly Healthcare Advisory Committee (HAC) meeting in accordance with DDOC Policy A-04 "Administrative Meetings and Reports". The meeting shall be convened and facilitated by the Vendor and Security.
- b. Continuous Quality Improvement Meeting (Statewide): The BHSM Chief or designee convenes and facilitates the state level Continuous Quality Improvement (CQI) meetings in accordance with BHSM Policy [A-06 Continuous Quality Improvement Program](#). The state level CQI Committee meets at least once per quarter or more often as needed. The Vendor shall attend the CQI Meeting as outlined in the policy. The DDOC reserves the right to request additional or different reporting information from the Vendor throughout the term of the contract, on either an ad hoc or regular basis. The Vendor staff required to attend this meeting are:

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- Chief Medical Officer
 - Chief Nursing Officer
 - Statewide Health Services Administrator
 - Statewide Dental Director
 - Contract Administrator/Project Manager
 - Performance Improvement/Quality Assurance Director (If different from program manager)
 - Statewide Infection Preventionist
 - Other staff members as deemed necessary by the BHSM Bureau Chief and/or BHSM Medical Director
- c. Patient Safety Review Committee (Statewide): The BHSM Chief or designee convenes and facilitates the state level Patient Safety Review Committee meeting in accordance with BHSM Policy [B-08 Patient Safety](#). The state level Patient Safety Review Committee meets at least once per quarter or more often as needed. The Vendor shall attend the Patient Safety Review Committee Meeting as outlined in the policy. The DDOC reserves the right to request additional or different reporting information from the Vendor throughout the term of the contract, on either an ad hoc or regular basis. The Vendor staff required to attend this meeting are:
- Chief Medical Officer
 - Chief Nursing Officer
 - Statewide Health Services Administrator
 - Contract Administrator/Project Manager
 - Performance Improvement/Quality Assurance Director (If different from CA/PM manager)
 - Statewide Infection Preventionist
 - Other staff members as deemed necessary by the BHSM Bureau Chief and/or BHSM Medical Director
- d. Continuous Quality Improvement Meeting (Facility level): Each facility is required to have a facility level CQI Committee that shall meet at least once per quarter in accordance with BHSM Policy [A-06 Continuous Quality Improvement Program](#). The Contractor will convene and facilitate this meeting.
- e. Joint meeting: The DDOC will facilitate a Joint Meeting with the contracted Vendor at least once per quarter, or more often as needed in accordance with DDOC Policy [A-04 Administrative Meetings and Reports](#). The Joint Meeting is conducted to ensure that effective collaboration exists among the various contracted providers. The Vendor must attend these meetings as outlined in the policy. The DDOC will lead this meeting.
- f. Pharmacy and Therapeutics Committee: The Pharmacy and Therapeutics (P&T) Committee meets at least quarterly and is facilitated by the Pharmacy Provider. The Vendor CMO and CNO must participate in this meeting.
- g. iCHRT Super User Meetings: Training and improvement meetings related to the EHR system.

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2. Reports and Notifications

The DDOC will conduct regular and ad-hoc chart reviews as part of the BHSM Quality Assurance Plan (chart reviews, on-site visits and other methodology) to verify the delivery of services provided by the Vendor. These reviews may be scheduled in advance or may be unannounced. The Vendor and the DDOC shall review the results, and when deficiencies are identified, the Vendor shall perform all remediation as requested by the DDOC within thirty days or within an agreed-upon time-period.

The Vendor shall make available detailed personnel records (including hours worked, hourly rate of pay, and demographic information), attendance data, staff vacancy reports, clinical documentation, and other relevant information (including financial data related to the contract) as requested by the DDOC. The Vendor and the State shall review the results, and when deficiencies are identified, the Vendor shall perform all remediation as requested by the DDOC within a specified timeframe and comply with any liquidated damages.

The DDOC may request any reports on data points maintained in the EHR related to services or other items of interest. The Vendor shall produce all such reports utilizing data from iCHRT, the DDOC's Electronic Health Record (EHR). All reports shall be provided in the format requested by the DDOC. The Vendor shall supply DDOC with any requested reports within the timeframe requested and at most within 30 days of request (If no timeframe specified).

The Vendor shall provide required MONTHLY reports within 15 days of the close of the previous month. Required monthly reports are outlined in numerous DDOC Policies.

3. Policies, Procedures and Forms

- a. The DDOC's policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents shall be provided upon request.
- b. The Vendor shall adhere to all current and future DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents.
- c. The Vendor may be asked to participate in policy development.
- d. All forms utilized by the vendor for the provision of healthcare services or data collection relative to healthcare services must be reviewed and approved by the DDOC before being put into use.
- e. The vendor shall use all forms provided, or created, by the DDOC.
- f. The vendor shall develop site-specific procedures from each BHSM policy. All site-specific procedures shall be reviewed and approved by DDOC. All site-specific procedures shall be reviewed annually by the vendor and by the DDOC.
- g. Participate in the process of developing, reviewing, editing, and finalizing new versions of policies and procedures relative to inmate health and inmate healthcare.
- h. Review and discuss policies and procedures as a component of staff new-hire orientation and in-service training.

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- i. Ensure that all staff are oriented to all policies and procedures.
- j. Verify that site-specific procedures comply with all current and future federal and state laws and regulations, NCCHC standards, ACA expected practices, DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents.
- k. Cooperate with DDOC or any independent agency, organization, entity, or person chosen for the purposes of scheduled or unscheduled audits.
- l. As part of the CQI process, monitor compliance with DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents, and resolve discrepancies in collaboration with the DDOC.

4. Continuous Quality Improvement Program

The Vendor shall implement a site level Continuous Quality Improvement (CQI) program at each site in accordance with DDOC Policy [A-06 Continuous Quality Improvement Program](#). 30 days or more prior to the start of service delivery under this contract, the Vendor shall provide a written plan outlining how it will implement the site level CQI Program and provide any associated CQI manuals or audit tools it plans to utilize.

The CQI program shall monitor and study all major service areas. These major services areas include are not limited to:

- a. Intake Processing
- b. Acute Care (sick call for general population and segregated housing)
- c. Medication Services
- d. Chronic Care Services
- e. Intra-system Transfers Services
- f. Scheduled Off-site Services (consults and procedures)
- g. Unscheduled On-site and Off-site Services (urgent/emergent care)
- h. Dental Services
- i. Ancillary Services (e.g. lab, x-ray, physical therapy)
- j. Dietary Services
- k. Infirmary Services
- l. Discharge Planning Services
- m. Medication Assisted Treatment

The site level CQI program shall occur quarterly at the minimum and will be overseen by a multi-disciplinary CQI Committee as outlined in DDOC Policy A-06 Continuous Quality Improvement Program. The primary purpose of the CQI Committee is to identify problems and opportunities for improvement, based upon the collection and assessment of relevant data. The CQI Committee will meet at least quarterly and follow the format outlined in DDOC Policy A-06.

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E. VENDOR PERSONNEL AND TRAINING

1. Licensure and Credentialing

All health service staff and subcontractors who provide clinical services must be licensed, certified, and registered in accordance with state and/or federal requirements and in accordance with BHSM Policy [C-01 Credentials](#). A restricted license that limits practice to correctional institutions is not in compliance with this section. The Vendor shall:

- a. Verify that all personnel are duly licensed, certified, and/or registered in accordance with Delaware laws and regulatory requirements.
- b. Within three months of contract initiation, develop and deliver a plan for the ongoing education and clinical supervision of staff. This plan shall detail how contracted staff shall access ongoing education necessary to maintain licensure, credentials, and knowledge of current best practices. The plan shall be provided to the DDOC Director of Standards and Compliance and BHSM Medical Director. Quarterly reports on progress toward maintaining licensure and credentials shall be provided to DDOC by the Vendor.
- c. Be aware that all new hires are subject to, and must pass a background check performed by DDOC, and have their credentials reviewed prior to be allowed to work in a facility.
- d. Submit to DDOC in a timely manner, a list of Vendor's employees who are due for annual background checks. This must be submitted on an ongoing basis at least 60 days prior to the expiration of the current background clearance.
- e. Provide personnel information (including disciplinary and/or termination decisions) to the DDOC Healthcare Services Bureau Chief or designee.
- f. Ensure that all reports/complaints against professional staff filed with the Division of Professional Regulation shall also be reported to the BHSM Bureau Chief or designee.
- g. Maintain documentation in a readily-available location, of current licensure and credentials for all health care staff employed under this contract.
- h. Require that once hired, healthcare staff is responsible for bringing to the attention of the responsible health authority any changes to their credentials.
- i. Require that the credential verification process includes inquiry regarding sanctions or disciplinary actions of state boards, employers, and the National Practitioner Data Bank (NPDB).
- j. Require that healthcare staff do not perform tasks beyond those permitted by their credentials, licensure and training.
- k. Report any internal disciplinary infractions and resulting actions to BHSM and Security.

2. Clinical Performance Enhancement/ Peer Review

In accordance with BHSM Policy C-02 Clinical Performance Enhancement, the Vendor shall require, and conduct formal annual peer-review of clinical performance of the facility's

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licensed staff including but not limited to nurses, physicians, mid-level providers, and dentists. In the event of an unsatisfactory review or termination, the BHSM Bureau Chief or designee shall be informed and when applicable, shall receive a copy of the employee's corrective action plan.

3. Addressing Healthcare Staff Burnout

Burnout is being increasingly identified as a problem among healthcare providers in all settings. [Burnout](#) is exhaustion of emotional or physical strength or motivation usually related to prolonged stress or frustration. It has been shown to have an impact not just on the clinician's wellbeing, but also on patient care. Within the correctional system, the setting makes burnout among healthcare staff even more likely. As part of the response to this RFP, bidders must include their plan to prevent, proactively identify and effectively manage staff burnout. On a quarterly basis, the Vendor shall provide to BHSM Bureau Chief or designee, a report on activities they have undertaken in this regard. These reports must include monitoring and evaluation data reflecting the effectiveness of the program.

The Vendor must also outline its plan for recognizing and addressing secondary and vicarious trauma among their staff and have a system in place for bringing to the attention of DDOC any DDOC staff who the Vendor's staff have cause to believe may be experiencing secondary and vicarious trauma.

4. Professional Development, Staff Training and Retention Program

The selected vendor shall demonstrate a plan to recruit, develop and retain qualified staff at all levels. All health care professionals will participate in annual continuing education appropriate for their positions and sufficient to maintain their relevant Delaware professional licensure in accordance with BHSM Policy C-03 Professional Development.

The Vendor shall:

- a. Within three months of contract initiation, develop and execute a plan for the ongoing training, recruitment, and retention for its staff. The plan shall be sent to the BHSM Bureau Chief, or designee.
- b. Ensure that as part of orientation, new staff participates in new employee orientation in accordance with BHSM Policy C-09 Orientation for Healthcare Staff and DDOC Policy 16.1 Employee Development. Training modules must include an introduction to Delaware's correctional system, a review of DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, guidance documents relevant to provision of healthcare services.
- c. Participate in emergency response training, which shall include training on the procedures outlined in BHSM Policy D-07 Emergency Services and Response Plan.
- d. This training shall be conducted in coordination with the DDOC Training Academy Administrator, BHSM Chief (or designee), and the DDOC Bureau of Prisons Bureau Chief (or designee) and initiated within 3 months of contract initiation and completed within 6 months of contract initiation. The DDOC BHSM Bureau Chief (or designee) and the DDOC Bureau of Prisons Bureau Chief shall approve the training prior to implementation.

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- e. Provide EHR training to vendor personnel.
- f. Provide a comprehensive training program, customized for each position, within 30 days of hire to include use of the EHR and Medical Records policies.
- g. Require that new employees complete a 30-day orientation period under the supervision of an experienced employee in the same profession. The orientation period shall provide on-the-job training, mentoring, and professional support to on-boarding employees.
- h. Provide close supervision of new staff: Specifically new staff must not be on a shift alone (i.e. without another person in the same job category), during the first two weeks of the 30-day orientation period.
- i. Offer paid time off to attend continuing education classes and training to all staff who require continuing education for maintenance of their professional licenses. Continuing education and training topics shall align with the provision of healthcare in correctional settings. The number of days and hours shall be determined by the Vendor and proposed to DDOC for approval as part of the contract negotiation process.
- j. Develop an employee grievance and resolution process that provides the Vendor's staff with a confidential means to address work-related issues and to report these to DDOC as needed. The Vendor agrees to make staff aware and encourage reporting to the DDOC Ombudsman and use of a secure email address to report concerns in healthcare delivery.
- k. Develop a mechanism for employees who voluntarily terminate to anonymously report information regarding the reason that they terminated employment. Inform staff of these mechanisms and processes at the time of hire.
- l. Develop and share with the BHSM Chief or designee, Vendor's detailed plan for staff recruitment and retention. Ensure staffing recruitment efforts are commensurate (pay and benefits) and equally competitive with local healthcare facilities in order to maximize staffing.
- m. Provide, on a quarterly basis, to the BHSM Bureau Chief or designee a detailed outline of Vendor's efforts relative to staff recruitment and retention.
- n. Create a policy and procedure to enable all contracted employees a means of anonymously reporting any concerning issues to the BHSM Chief or designee. This includes but is not limited to patient safety concerns, concerns about unethical behavior among vendor or DDOC staff, concerns about the environment of care and/or concerns about suboptimal patient care.

5. Physical Health and Mental Health Training for Correctional Officers

On a routine basis (with frequency to be proposed by Vendor and decided on in consultation with BHSM), the Vendor shall provide training to all DDOC Correctional Officers regarding the signs and symptoms that suggest that an inmate may require immediate medical and/or mental health attention. This training shall be the responsibility of the Vendor but may be provided in conjunction with BHSM staff, Behavioral Health and Pharmacy contractors.

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The training will include the recognition of critical medical symptoms (such as shortness of breath, choking, bleeding, etc.) and critical mental health symptoms (psychosis, suicidality, self-harm threats or actions, etc.); and the appropriate steps for obtaining medical/mental health services for inmates on an urgent/emergent basis.

The Vendor shall provide special training to medical and security staff in accordance with the requirements set forth in BHSM Policy [C-04 Health Training for Correctional Officers](#) and [D-07 Emergency Services and Response Plan](#).

The Vendor shall develop a quarterly training calendar in coordination with local facilities. The training calendar will be submitted to local Facility Management one month prior to the beginning of each calendar quarter.

6. Medication Administration Training

The Vendor shall ensure that all personnel who administer prescription medication will be appropriately trained in accordance with BHSM Policy C-05 Medication Administration Training.

7. Nursing Assessment Protocols

The Vendor shall:

- a. Maintain written nursing protocols specifying the steps in the assessment and treatment of inmates by nursing staff. Nursing protocols should address a range of contingencies, including but not limited to the broad spectrum of conditions that might be encountered during nursing sick call, first aid procedures, recognizing and responding to patient emergencies, recognizing and responding to alcohol, opioid and other substances (such as synthetic cannabinoid, stimulants, hypnotics, etc.) intoxication, overdose and withdrawal symptoms as well as the misuse of over-the-counter medications.
- b. Review and verify that nurse assessment protocols comply with nationally acceptable standards of nursing care and applicable state statutes, scope of practice requirements, and standards of care.
- c. Appropriately train and supervise nurses to effectively utilize the nursing protocols.
- d. Maintain clearly-defined processes for evaluating and stabilizing inmates until a medical provider can be contacted for further orders or until EMS arrives. Medical staff acknowledge that they will call 911 immediately in the case of medical emergencies and will notify security immediately thereafter.
- e. Ensure that nursing protocols are reviewed and updated and signed off on at least annually by the Vendors responsible physician/Chief Medical Officer and Chief Nursing Officer.

F. Staffing Levels and Categories

The Vendor must identify staff members that will remain in this contract until completion, unless indicated otherwise in the Vendor's proposal. DDOC reserves the right to refuse facility access of

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proposed staff. The Vendor will make every reasonable effort to minimize the impact of the removal of key staff members on the operation of the DDOC's health services programs.

1. Statewide Staffing

The Vendor is required to have the following statewide positions dedicated to this contract and located in Delaware.

- a. Chief Medical Officer
- b. Chief Nursing Officer
- c. Statewide Health Services Administrator (HSA)
- d. Statewide Infection Preventionist (Refer to "Infection Control Program" in Section C.1)
- e. Statewide Quality Assurance Manager
- f. Contract Administrator/Program manager (Refer to "Project Management" in Section A)
- g. EHR Master-trainer

Please refer to Appendix C for a listing of job categories required and a fillable template for reporting on the numbers the Vendor is proposing for each job category.

2. Facility Staffing

The Vendor shall ensure that each facility is staffed in sufficient numbers and professional categories to meet the needs of the inmate population based on average daily population (ADP) and to remain in compliance with the relevant DDOC policies including but not limited to BHSM Policy [C-07 Staffing](#).

It is expected that for this RFP, proposals be based on an average daily population (Level IV and V) of 5500 inmates. As part of a response to this RFP, bidders are expected to propose staffing numbers for each professional category based on this number. However if the combined population (Average Daily Population over two quarters) falls below 4000, the DDOC reserves the right to alter contract accordingly. If the combined population goes above 6000 (average daily population over two quarters), the DDOC will consider making additional funding requests to the Office of Management Budget for the population adjustment. A request does not guarantee approval.

Please refer to Appendix C for a listing of job categories required and a fillable template for reporting on the numbers the Vendor is proposing for each job category.

The Vendor must provide licensed nursing staff on-site at each correctional facility, 24 hours per day, seven days per week, 365 days per year and must provide a physician (MD/DO) to be on call and available by telephone for each facility on each shift when a physician is not available onsite- such as after hours, weekend, holidays and other hours. For the purpose of this contract, nurse practitioners, nurse midwives and physician assistants shall not provide on-call telephone consultation services/recommendations/guidance. This function shall be reserved for physicians (MD/DO).

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 (liquidated damages) to the monthly invoiced amount to eliminate payments for unfilled positions or based on a percentage of vacancies. Any adjustments will be retroactive to the date when the position became vacant and will continue until the position is filled. The Vendor

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may propose for DDOC consideration alternative methods for enforcing adequate staffing levels. The Vendor will be required to provide service coverage at all facilities based on the requirements set forth in this RFP. Every staff position not filled will have a management fee price adjustment made.

Initial staff positions shall be filled within 45 days of the contract start, and staff resignations shall be filled within 45 days of the last day the staff member works. The management fee price adjustment will be based upon a per diem reduction of the position salary. The Vendor may temporarily fill a physician/APN/PA position with a locum tenens or a nurse position with a prn nurse for the short-term without incurring a price adjustment.

The Vendor shall:

- a. Have a sufficient number of medical, dental, nursing, ancillary and other professional staff of varying types to deliver a comprehensive health services program that provides timely evaluation and treatment, including but not limited to routine, urgent, emergent, chronic, specialty, and follow-up care.
- b. Ensure that a personnel file will be established for each employee or subcontractor.
- c. Each employee's file will contain current licensure and/or certification documentation.
- d. Limit the amount of time that Statewide Office staff backfill at the facilities. The focus of Statewide staff roles shall be on the supervision of staff, quality assurance/quality improvement activities, chart review, and providing consultation and technical assistance as needed and at the request of the DDOC. While DDOC acknowledges that such coverage may be required as a temporary measure on rare occasion, for any position, this shall not occur for more than 7 consecutive days and shall not exceed 14 days in a given quarter.
- e. Interview all staff currently employed by the current Vendor, (including those in the Statewide Office) who wish to continue working in their current or other jobs under the new Vendor.
- f. Vendor's proposal shall include resumes for all candidates proposed for Statewide Office positions to ensure all qualifications and experience is met as per Section I. Vendor's proposal shall include job descriptions in lieu of any Statewide Office positions that the vendor will be hiring at which time a resume shall be submitted to DDOC for review. This shall also be applicable for Health Service Administrator positions and future candidates to fill vacant positions.

G. MEDICAL RECORDS

1. Electronic Health Record

The DDOC currently uses an Electronic Health Record (EHR) system called iCHRT. The Vendor shall adhere to BHSM Policy A-08 Health Record relative to Electronic Health Records. The EHR is the official record for a patient.

Specifically, the Vendor shall:

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- a. Utilize the DDOC's current and any future EHR/ EHR extensions to their full capacity.
- b. Maintain up to date medical records within the EHR.
- c. Submit help desk tickets in a timely manner for any issues with the EHR.
- d. Provide all services related to the EHR in a manner that minimizes disruptions to facility operations.
- e. Recognize that health care records are, and will remain, the property of the DDOC.
- f. Conform to all State rules regarding DDOC ownership of inmate's health records.
- g. Upon request, provide the state with full and unrestricted access to copies of health records.
- h. Provide a Training Facilitator at each facility who will ensure that Vendor's EHR users are trained in the use of the EHR.
- i. Ensure that Vendor's staff have valid user ID's within the EHR. Vendor must inform DDOC of new users as well as user accounts to be deactivated.
- j. Adhere to DDOC's and DTI's IT use policy.
- k. Maintain sufficient numbers of medical records staff to allow for timely and efficient medical record management and retrieval.
- l. Work in close collaboration with the Behavioral Health (Substance Use Disorder and Mental Health) Contractor to ensure completeness of inmate records upon request from BHSM, inmates, attorneys and other stakeholders and upon release of the inmate.

2. Confidentiality and Completeness of Medical and Mental Health Records and Information

In compliance with DDOC policy, the Vendor shall:

- a. Maintain the privacy and security of all current and former inmates' Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
- b. Understand and adhere to the rules regarding the sharing of information with DDOC personnel that includes but may not be limited to that which is necessary for the classification, security, and control of inmates.
- c. Retain the health records of discharged inmates in accordance with federal and state law, and in accordance with applicable state retention policies.
- d. Incorporate external healthcare records into the EHR. This includes information obtained from the Delaware Healthcare Information Network (DHIN), records from healthcare providers outside of DDOC and results/reports from diagnostic and therapeutic studies conducted during inmates' incarceration.

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- e. Promptly make all records available to DDOC's legal/defense staff and the Delaware Attorney General's Office as requested.
- f. Promptly make all records available to an inmate's legal, fiduciary, or other representative in accordance with a properly completed, and signed, Release of Information (ROI) Form.
- g. Respond to DDOC's request for medical information within the timeframes specified in such requests.

3. Access to Custody and Information

The Vendor staff shall have access to the Delaware Automated Correctional System (DACS) information regarding the inmate's custody information if it is determined that such information is relevant to the inmate's course of treatment and/or programming within the DDOC.

H. LIQUIDATED DAMAGES

The contracted vendor may be assessed liquidated damages as described below.

1. Liquidated Damages – Operations Audits

The Health Services QI Monitoring and Evaluation Audit is a BHSM tool used to measure compliance with the contract. This tool is currently under development and will be shared with the successful bidder following award of the contract. There will be a list of evaluation tools and a monitoring calendar which can be adjusted as needed and approved. The overall standard is a threshold of 85% compliance in the first year of the contract and 90% in subsequent years.

- a. BHSM Monitoring and Evaluation Audits with overall scores at threshold or greater in each category:
 - No liquidated damages will be assessed
- b. Monitoring and Evaluation Audits with overall scores at threshold or greater but with certain areas with less than threshold scores:
 - No liquidated damages will be assessed.
 - Corrective action plans are required for areas coming in under the threshold.
- c. Monitoring and Evaluation Audits with overall scores less than threshold show a failure in compliance with DDOC. A liquidated damages phase is assessed as follows:
 - Initial audit scores less than threshold. Corrective action plans are reviewed/revised as needed – \$0.00
 - Re-audit conducted the following month (30 days from the initial audit). If the audit has an overall score of less than threshold, corrective action plans are reviewed/revised as needed - \$5,000
 - Subsequent re-audit conducted the following month (60 days from the initial audit). If the audit has an overall score of less than threshold, corrective action plans are reviewed/revised as needed - \$7500
 - Subsequent re-audit conducted the following month (90 days from the initial audit). If the audit has an overall score of less than threshold, corrective action plans are reviewed/revised as needed - \$10,000

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- Repeat audits will continue each month. If the audit has an overall score of less than threshold - \$10,000 will be assessed for each audit until a satisfactory score at or above is obtained.

At any time during the audit process, if the overall score is at threshold or greater, the plan will then convert to language listed in A or B above. Note that the DDOC reserves the right to raise the threshold required for compliance with due notice to the Vendor (minimum of 60 days' notice).

2. Liquidated Damages – Staffing

Liquidated damages shall be imposed for statewide and facility positions left unfilled for greater than 30 calendar days or for more than 45 days in a 3 month period.

To temporarily fill a vacancy, a position must be filled by a person who is equally or more qualified in the same field. That person shall not be cross-covering another position to the point that their contribution in both positions adds up to more than 1FTE. In positions requiring licensure, the replacement candidate's license must be of an equal or higher level and must fall under an equal or higher liquidated damages hourly rate. Rates shown in the table below are provided as an **example**. Final rates to be assessed shall be determined by BHSM once negotiations are complete, contract has been awarded and position fee structure has been established. The amounts for liquidated damages will be calculated based on salaries for the affected position(s).

The DDOC waives the staffing liquidated damages for the first 60 days of the initial contract period.

LIQUIDATED DAMAGES – STAFFING (example)

Medical	Hourly
CMO	125.00
CNO	80.00
Statewide HSA	59.00
Facility Medical Director	100.00
Physician/Dentist	82.50/87.50
Statewide QA manager	41.25
Statewide Infection Preventionist	57.50
P.A. / N.P.	67.50
H.S.A	57.50
Asst. H.S.A. (where applicable)	47.50
D.O.N.	36.40

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RN	32.50
Pharmacy Tech	23.50
Medical Assistant	14.00

DDOC has the final decision on liquidated damages process and results of any penalties.

I. SELECT STAFF JOB DESCRIPTIONS AND REQUIREMENTS

1. Statewide Contract Administrator/ Program Manager

The Vendor is required to have at the minimum one (1) full time senior level Contract Administrator/Project Manager (CA/PM) dedicated to this contract and located in Delaware. This senior level Contract Administrator (CA)/Project Manager (PM) shall coordinate all the tasks necessary to successfully implement the contract. These tasks will include but not be limited to assigning staff, scheduling meetings, preparing, reviewing and submitting status reports, addressing project issues, providing administrative oversight for clinical services, and preparing presentations for state stakeholders. A successful CA/PM shall have overall responsibility for the contract deliverables, schedule, and successful utilization of the Vendor's resources to fulfill the requirements of the contract. The CA/PM shall have daily contact with BHSM as necessary. The CA/PM shall schedule and facilitate (at the minimum) monthly project team status meetings with the Chief-BHSM or designee(s). These meetings shall be held either on-site in DDOC's Central Administrative Office or via tele-conference.

Requirements:

- a. Minimum Bachelor's degree (Master's degree preferred) in Health Sciences, Social Science, Program Management, Public Administration, Business Administration or related field.
- b. Possession, at the time of execution of the contract, certification in project management by either the Project Management Institute, or by Six Sigma (green belt or higher) or other demonstration of project management/contract management training and skill.
- c. Minimum of 5 years of experience (Bachelor's degree holder) or 2 years' experience (Graduate degree holder) in managing complex projects
- d. At least 2 years leadership experience overseeing/coordinating the work of a multidisciplinary team

2. Statewide Quality Assurance Director

The Quality Assurance Director shall implement and oversee all quality assurance activities by collecting and analyzing data through audits, interviews and other activities in order to monitor the quality and appropriateness of service delivery. The QAD shall also possess the ability to provide leadership, problem solve and communicate effectively.

Requirements:

- a. Possession of a Bachelor's degree or higher in Health Sciences, Social Science, Program Management, Public Administration or related field.

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- b. Experience in quality improvement and quality assurance which includes evaluating the quality of services, identifying problems and needs and recommending corrective action and improvements to ensure optimum service delivery, the meeting of goals and objectives and ensure compliance with applicable laws, policies, procedures and standards.
- c. Experience in ensuring compliance with regulatory and accreditation standards for health care delivery. Experience in developing policies or procedures.
- d. At least 2 years leadership experience overseeing/coordinating the work of a multidisciplinary team
- e. Certification by a healthcare quality organization such as Institute for Healthcare Improvement (IHI), Agency for Healthcare Research and Quality (AHRQ), National Association for Healthcare Quality (NAHQ) is preferred.
- f. At the minimum, (in the absence of maintaining current certification in healthcare quality), the Quality Assurance Director shall complete 20 hrs. of continuing education in healthcare quality and patient safety each year and shall provide proof of completion of said training to BHSM Compliance Director on an annual basis, starting six months after the execution of the contract.

3. Statewide Infection Preventionist (IP)

The Statewide IP should be a highly energetic individual who demonstrates a desire to develop and implement the infection prevention and control program. The IP should have a strong command of Infection Prevention Practice including principles of epidemiology, surveillance, data collection and analysis. The preferred candidate for the IP position is one who is able to plan and conduct training seminars and exercises and has a working knowledge of nursing practice and theory. The IP should have excellent written and oral communication and skills, display leadership and creativity, possess time management skills, and have extensive leadership experience. The IP should be adaptable and flexible in order to meet a wide range of service needs.

Requirements:

- a. Current DE nursing license or compact nursing license
- b. Minimum 5 years of clinical/healthcare experience, with minimum 2 years of Infection Control experience
- c. Minimum of Bachelor's degree (BSN; RN/MSN)
- d. Certification in Infection Control (CIC) should be achieved within six months in the position for continued employment
- e. Previous experience in teaching, curriculum development and instruction is desired

4. Statewide Chief Medical Officer

The Chief Medical Officer (CMO) provides guidance, leadership and oversight of all aspects of correctional medical care. This includes but is not limited to authorization of services, consultation to clinical operations and overall clinical direction. Responsible for maintaining the clinical quality and integrity of inmate medical care including oversight of utilization and quality management, credentialing, and best practice guideline development (including nursing protocols). The CMO develops site specific protocols, interprets policies and leads initiatives related to medical services and nursing care, participates in meetings and initiatives with the BHSM, DDOC's behavioral health contractor, pharmacy contractor and IT contractor. The CMO has direct clinical responsibilities and supervises physicians and midlevel providers. The CMO participates in staff and community education initiatives.

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Requirements:

- a. A current unrestricted license to practice medicine in the State of Delaware.
- b. Current board certification by the American Board of Medical Specialties in his/her respective specialty and knowledgeable in all areas of general adult medicine.
- c. Valid unrestricted DEA License and Delaware CSR license
- d. Valid BLS Certification
- e. A Master's degree in Business Administration (MBA), Public Health (MPH), Healthcare Administration (MHCA) or similar is preferred.
- f. Demonstrated experience as a physician leader/health system executive for a minimum of 2 years (for holders of MBA/MPH/MHCA or similar); minimum of 5 years for those who do not possess any of these degrees.
- g. Knowledge of managed healthcare systems, medical quality assurance, quality improvement and risk management is required
- h. Experience in launching and managing innovative medical programs and dealing with program audits.
- i. Experience working with information technology staff to implement and manage sophisticated practice management and/or electronic health record software packages is required.
- j. Demonstrated leadership ability, team management and interpersonal skills.
- k. Proficient Use of Internet, Microsoft Word, Excel and Outlook

5. Statewide Chief Nursing Officer

The Statewide CNO should be an individual who demonstrates a proactive mindset and the highest level of competency in all aspects of nursing. A Statewide CNO is expected to exhibit the ability to respond swiftly, rationally, and decisively to emergencies or other complex situations that might arise within a correctional facility. This position is required to have extensive knowledge of nursing procedures and facility policies. Ensuring that work standards, legal procedures and ethical practice regarding nursing practices are adhered to at all times. A highly developed sense of compassion and dependability are also fundamental to competently filling the role of Statewide CNO. A Statewide CNO needs to demonstrate the ability to conduct crucial conversations and hold others accountable when standards are not met. The Statewide CNO has to be able to collaborate with Security, the Bureau of Correctional Healthcare and other stakeholders to acquire adequate infrastructure and resources needed to for provide safe, high quality healthcare delivery.

Requirements:

- a. Current DE Registered Nurse license or compact nursing license
- b. Minimum of 5 years in a nursing leadership position
- c. Minimum of 10 years of clinical/healthcare experience, (Correctional experience preferred but not required)
- d. Bachelor's degree in nursing required (Master's degree or higher preferred)
- e. Experience with budgeting, position control and resource allocation preferred

6. Statewide HSA

The role of the HSA is to oversee day to day operations and care delivery within the correctional facilities ensuring operations run as planned. This includes organizing, directing and coordinating medical and health services in compliance with correctional standards (NCCHC and ACA)/regulations and policies set by DDOC. A Statewide HSA is required to

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have extensive knowledge of the nursing procedures and policies. The Statewide HSA should promote active participation and collaboration of staff at all levels to aid in the development of system-wide best practices and promote the development of new knowledge and innovation on how to improve the quality of care in the facilities. The Statewide HSA needs to demonstrate the ability to conduct crucial conversations and hold others accountable when standards are not met. The Statewide HSA has to be able to collaborate with Security (correctional officers and facility management), the Bureau of Correctional Substance Use Disorder and Mental Health Services, the Behavioral Health provider and other stakeholders to acquire adequate infrastructure and resources needed to provide safe high quality healthcare delivery.

Requirements:

- a. Current Registered Nurse license for State or compact nursing license
- b. Minimum of 2 years in a nursing leadership position
- c. Minimum of 5 years of clinical/healthcare experience, (Correctional experience preferred but not required)
- d. Bachelor's degree (preferred, not required)

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Appendix C – Staffing Plan

Appendix C is a separate document available at <http://bids.delaware.gov>. Vendors are required to complete Appendix C electronically and submit with their proposal response.

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Appendix D – SAMPLE PROFESSIONAL SERVICES AGREEMENT

Appendix D is a separate document available at <http://bids.delaware.gov>

Appendix D need not be included in an offeror's proposal. However, if the offeror identifies a need to identify exceptions to Appendix D, any such exceptions must be included on Attachment 3 as part of the proposal submission. Exceptions to Appendix D submitted after the bid deadline will not be considered.