Vermont Department of Corrections
Request for Proposals

Project Title: **Comprehensive Healthcare Services For Inmates**

Contract Period: **February 1, 2015 through January 31, 2018**

Date RFP Issued: **May 6, 2014**

Bidders Conference: **May 19, 2014**

Date of Bid Closing: **July 25, 2014**

Date of Bid Opening: **July 28, 2014**

Location of Bid Opening: **426 Industrial Avenue, Williston, VT 05495**

Single Point of Contact: **Kimberly Gorton**

Contact Address: **Vermont Department of Corrections**

103 South Main Street

Waterbury, VT 05671-1001

Email: Kimberly.Gorton@state.vt.us
Phone: 802-951-5071

TABLE OF CONTENTS - Page #

SECTION A – GOVERNANCE AND ADMINISTRATION

SECTION E – INMATE CARE AND TREATMENT

Appendices

22. Appendix 5.22 - Summary of Performance-Linked Metrics, Holdbacks, Penalties, and Additional Incentive Payments
23. Appendix 5.23 - Proposal Submission Form – Price Proposal
24. Appendix 5.24 – Glossary

Attachments

1. Attachment E—Privacy of Care
2. Attachment O—GMC Health Care Programs Application
3. Attachment P – Clean Claims Reconciliation Example

Tables

1. Table 1 (see Appendix 5.23 & pg. 109) – Price Proposal

1. PROCUREMENT OVERVIEW

Overview

The Vermont Department of Corrections (VDOC or DOC) Health Services Division (HSDiv) is the Division within DOC that is responsible for the provision and oversight of a program of 'comprehensive and integrated health care services' (otherwise referred to as health services) to inmates (pre and post adjudication) at all correctional facilities located throughout the state. DOC provides inmate health services as guaranteed by the 8th and 14th Amendments to The United States Constitution. The Division also assists in oversight of health services for DOC's out of state supplemental housing component which is provided through a separate contract. However DOC's instate contractor for health services shall fully cooperate, communicate and collaborate with DOC's contracted out of state provider to ensure a seamless integration of care. The bidder is directed to the DOC Directive on Out of State Transfers and this RFP for additional details. Comprehensive integrated health services as used or implied within this Request For Proposal (RFP) and any subsequent contract shall unless otherwise noted be assumed to encompass those services which include but may not be limited to, medical, mental and behavioral health and co-occurring disorders as well as, dental and as specified, limited alcohol and substance abuse screening along with brief intervention/treatment and referral components.

The DOC is soliciting bids from qualified vendors to provide a range of health services for inmates at its correctional facilities with strong emphasis placed on the vendor's inclusion as part of the bid an amount to cover implementation and subsequent use of technology applications, specifically an EHR sufficient to meet the needs of DOC in providing care coordination, continuity and linkages on behalf of inmates during incarceration as well as during all transitions of care including but not limited to interstate and intrastate transfers, reentry to the community and re-admission to DOC. The Department is seeking bidders who are committed to working with other AHS departments and community-based health and behavioral health providers, including but not limited to Peer Recovery and Support Services, to ensure continuity of care before, during, and after an individual's period of incarceration.

Service Integration Requirements: Health, Mental Health and Substance Abuse Services

"Health services" within this contract refers to all activities and functions necessary and required to deliver all components noted within the RFP representing DOC's program of inmate health care, including but not limited to; governance, business and finance, human resources, Health Information Technology (HIT), care delivery mechanisms, risk management, clinical care (structure and oversight), and infrastructure. Integration of services and the ability of the contractor to provide linkages to care across systems within corrections and the community are core requirements under this contract. DOC recognizes that not all interested bidders on this contract will be able to provide the array of services required under the contract; particularly the core functions of health, mental health and substance abuse, however with appropriate planning this should not represent an insurmountable hurdle. DOC will accept bids that represent best efforts on behalf of one or more entities partnering in such a manner as to demonstrate that all "health services" are fully integrated into a unified plan. DOC expects the partnership to be

accomplished in such a way as to result in all activities and functions relative to the provision of inmate health services to originate from a single source.

1.1 Introduction

Integration with State and Federal Health Care Reform Efforts

This RFP is generated in consideration of the mission and vision of AHS and the Vermont Department of Corrections integrated to the extent possible with the various goals of Vermont Act 48, "An act relating to a universal and unified health system." It is the intention of the Vermont Department of Corrections (DOC) to align the provision of health care in correctional facilities to the extent possible with Act 48 and related health reform efforts implemented by the Vermont legislature. The health care contractor selected by the DOC under this RFP should be prepared to comply with these alignment efforts, which may include efforts to:

- Maximize the receipt of federal funds, including but not limited to those funds available through the Patient Protection and Affordable Care Act for individuals who are incarcerated and pending disposition of charges.
- Utilize alternative structures for providing health services in the DOC facilities to include, but not be limited to:
    - Capitated payments
    - Episode-based payments
    - Performance-based rewards
- Expand continuous improvement assessments of health care delivery through the regular evaluation of access to care, quality of care, and costs.
- Operate in a partnership between patients, health care professionals, hospitals, and the state and federal government.
- Integrate with the state's chronic care infrastructure, disease prevention, and management program contained in the Blueprint for Health, with the goal of achieving a unified, comprehensive, statewide system of care that improves the lives of Vermonters with, or at risk for, a chronic condition or disease.
- Promote the public health through programs of the agency of human services, including but not limited to primary prevention for chronic disease, community assessments, public health information technology, data and surveillance systems, and alcohol and substance abuse treatment and prevention programs.
- Recognize the primacy of the relationship between patients and their health care practitioners within the DOC and within the community.
- Assist individuals including those involved in the criminal justice system to enroll in a qualified heath benefit plan (GMC or other) in all regions of the state that complies with the Americans with Disabilities Act (ADA).
- Assist those individuals who become incarcerated in maintaining their enrollment (through suspension rather than termination of benefits) in a qualified health benefit plan to ensure timely reactivation and therefore improvement in their ability to access health care and other services upon release.
- Utilize Vermont health care professionals to the fullest extent of their professional competence, due to current and impending shortages of health care professionals.

In accordance with the Vermont Blueprint for Health and Vermont Act 128, it is the intention of the DOC and the responsibility of the contractor that the DOC population will be assisted prior to and at the point of reentry with obtaining:

- Linkages to advanced primary care practices that are recognized as patient centered medical homes (PCMHs). PCMHs are defined as "A care delivery model whereby patient treatment is coordinated through a primary care physician that delivers comprehensive care that is patient centered, accessible, high-quality, and safe."[1]
- Linkages to Community Health Teams (CHTs). CHTs are defined as: A group of multi-disciplinary practitioners and specialized care coordinators from PCMHs, community mental health/substance abuse/behavioral health providers, Public Health, and hospitals that provide coordinated linages to available social and economic support services.[2] [3]
- Access to multi-disciplinary health services.
- Access to evidence-based self-management programs to help individuals adopt healthier lifestyles and engage in preventive health services.
- Obtaining available and necessary health care coverage

These goals to integrate health care in the DOC to the extent possible with health care across the state of Vermont recognizes that the majority of the population in the DOC is temporarily, not permanently displaced from local communities across the state and will almost invariably return to those local communities. Accordingly, health care provided by the DOC should whenever reasonable, possible and not in conflict with the DOC's primary need to ensure safety and security within its facilities through this RFP-and subsequent contracts attempt to the extent possible to reflect the goals and priorities of statewide healthcare reform efforts and in so doing contribute to favorable outcomes. The details of these connections are not yet fully defined and will require ~~a~~ flexible attitude by the healthcare contractor with the DOC in adapting to changes in the statewide health delivery system.

1.2 Background

The Vermont Department of Corrections ("VDOC", "DOC" or "State") a division of the Vermont Agency for Human Services (AHS), is a fairly unique system and is one of six (6) such "unified systems" in the U.S. The VDOC system houses detention, jail and prison populations in eight facilities located at seven sites around the state; two of the eight are Work Camps. Vermont houses approximately 500 (ADP) inmates out of state with a daily average and as noted in the overview these services are provided through a separate contract.

All sites are National Commission on Correctional Health Care (NCCHC) accredited, and it is, and will continue to be, the responsibility of the vendor to maintain accreditation.

[1] http://pcmh.ahrq.gov/page/defining-pcmh
[2] Vermont Blueprint for Health 2010 Annual Report. Retrieved from http://hcr.vermont.gov/sites/hcr/files/final_annual_report_01_26_11.pdf
[3] Blair, H. (Nov. 16, 2009). Bridging the divide: A conference fostering collaboration between primary care, mental health, substance abuse & behavioral health. Retrieved from http://hcr.vermont.gov/sites/hcr/files/Collaborative_Care__Health_Reform__11-16-09_.pdf.

The following provides some idea of the breadth and scope of services that VDOC provides:

Statistics

- The total flow of individuals moving through the VDOC system in FY 2013 was 16,829.
- There were 6,115 inmates new to VDOC custody, and 6,169 released from VDOC custody in FY 2013.
- The total (in and out of state) average daily population in 2013 was approximately 2,112.
- The average daily population for in-state facilities was 1,575 for FY 2013.
- Including out-of-state placements, 1,561 inmates (74.5%) were sentenced to serve more than one year (prison), 127 (6%) were sentenced to less than one year (jail), and 408 (19.5%) were offenders on detention status.
- There were 2,422 inmates that were incarcerated less than two months, 1,467 incarcerated two to three months, 939 incarcerated four to six months, and 1,983 that were incarcerated from seven months up to the entirety of FY 2013.
- There were 5,728 unique males and 1,079 unique females incarcerated by VDOC in FY 2013
- **Health Services provided**:
    - Triage of 41,342 sick slips.
    - 13,487 chronic care contacts.
    - Services for a daily average of 109 seriously functionally impaired* inmates in custody.
    - Specific limited services for a monthly average (yearly total of 1,300) of 111 incapacitated persons ** in three VDOC regional facilities.

More detailed information about each facility is provided as an appendix to this Request for Proposal (RFP). In addition to the facilities operated in-state, Vermont has an out of state correctional population the majority of whom are housed in a Kentucky facility with a daily average population of about 500. As noted in the Overview is under separate contract.

* See 28 VSA§906 (as amended in S 690); Seriously Functionally Impaired Statute
** See 33 VSA§708; Incapacitated Persons Statute

Facility locations and current health service provider

Vermont DOC currently contracts with Correct Care Solutions of Nashville, TN to furnish health care and related services to inmates at the eight correctional facilities (two in St. Johnsbury) of which two are Work Camps:

1. Northern State Correctional Facility (NSCF) - Newport
2. Northwest State Correctional Facility (NWSCF) - Swanton
3. Chittenden Regional Correctional Facility (CRCF) - South Burlington
4. Northeast Regional Correctional Complex (NERCF & CCWC) - St. Johnsbury
5. Marble Valley Regional Correctional Facility (MVRCF) - Rutland

6. Southeast State Correctional Facility – Work camp (SESCF) - Windsor
7. Southern State Correctional Facility (SSCF) - Springfield
8. Supplemental Housing for Out of State – Lee Adjustment Center, Beattyville Kentucky-Correct Corporation of America (CCA)

1.3 Objectives of the RFP

The purpose of this RFP is to select a vendor to accomplish in addition to any previously described activities the following on behalf of the State:

- Operate a comprehensive health care program:
  - In a humane and professional manner with respect to inmates' rights to health care as guaranteed by the 8th and 14th Amendments of The United States Constitution and with regard for AHS' four key practices (see Appendix 5.02).
  - With regard to and in compliance with pertinent State Statues and DOC policies, procedures, and directives, and NCCHC standards. At such time as directives, statutes, or standards are updated, it is understood that the Contractor shall make necessary adjustments and modifications to ensure that Vermont correctional facilities remain in compliance and retain accreditation.
  - Which is compliant with all current (2008 and 2014) and future NCCHC standards for jails and prisons.
  - In a manner that will maintain NCCHC accreditation for all facilities that are currently accredited and obtain accreditation for any future State facilities.
  - Which are predicated on sound scientific principles, evidence-based practices, and methods of care optimally tailored for the unique environment existing within a correctional setting.
  - In an efficient cost-effective, fiscally responsible manner which demonstrates the philosophy and spirit of transparency through the provision of full reporting and accountability to the State.
  - Utilizing licensed, certified, professionally trained and, where required, appropriately credentialed personnel sufficient in number, location, and skill mix to meet all clinical requirements.
  - That facilitates continuity of care from and into the community.
- Implement Health Information Technology (HIT) for care coordination and integration including telemed, telepsych, and an EHR that meets the criteria for 2014 Meaningful Use, electronic medication administration record (e-MAR) with appropriate links to Vermont Information Technology Leaders (VITL) and the Vermont Health Information Exchange (VHIE).
- Maintain complete and accurate records of all services delivered.
- Implement a continuous quality improvement (CQI) program based on keeping with the NCCHC essential and important standards for same, as well as selected measures from National Commission on Quality Assurance-Health Evaluation Data Information Set (NCQA-HEDIS), the Centers for Medicaid and Medicare Services (CMS), and the RAND Corporation.
- Facilitate the efficient inter/intra-system transfer of inmates in a manner which incorporates cooperative and collaborative practices with DOC staff and other

vendors and DOC. (See Appendix for Out-of-State Transfers).
- Provide a comprehensive program for DOC staff education within the facilities and, when requested, participation in Correctional staff training at the Vermont Correctional Academy (VCA). (Specific areas of training are to be determined in collaboration with the contractor.)

1.4 General Provisions

1.4.1 Contract Term

The initial contract term will run for three years (subject to approval by the State of Vermont Secretary of Administration), from February 1, 2015 through January 31, 2018. There will be an opportunity for two, one-year extensions, to be exercised at the State's option. The selected contractor will sign a contract with the DOC to carry out the specifications and provide the activities detailed in the proposal. Terms and conditions from this RFP and contractor's response will become part of the contract. This contract will be subject to review throughout its entire term. The DOC will consider cancellation upon discovery that a contractor is in violation of any portion of the agreement, including an inability by the contractor to provide the products, support and/or service offered in their response.

1.4.2 Contract Award

The DOC may award one or more contracts and reserves the right to make additional awards to the same vendor or other vendors who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the DOC.

1.4.3 Ownership of Work Product and Intellectual Capital

Except for proprietary or commercial software, the DOC will have all ownership rights to the documentation designed, developed, and/or utilized for this contract. All data, including electronic documents, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, and, written procedures and documents, regardless of the state of completion, which are custom developed and/or are the result of the services required under this contract, including electronic documents shall be and remain the property of the DOC and shall be delivered to the DOC upon 30 days' notice by the DOC. A vendor shall not sell a work product or deliverable produced under a contract awarded as a result of bids without explicit permission from the DOC.

1.4.4 Penalties and/or Retainage

See Section J.

1.4.5 Invoicing

All invoices are to be submitted by the Contractor on the Contractor's standard invoice. The invoice must include the following: a signed signature, name and address for remittance of payment by the state, the contract number, date of performance, and a brief description of the service or product provided.

1.4.6 Contract Payment Provisions

Contractor payment will be based on a capitated, pay-for-performance, risk-based model. Some payment provisions of the contract will be based on a fixed fee. The contractor will receive a minimum payment based on the contracted Per Inmate per Month (PIPM) charge multiplied by the average daily population (ADP) for a given month. The Contractor will receive a guaranteed payment based on an ADP of 1,600 even if the ADP drops below 1,600 (Reference the rated capacity for the facilities). However, if the ADP drops below 1,300 for a particular month, the DOC and the Contractor will negotiate a unique PIPM rate.

The state will cover expenses for catastrophic loss cases, defined as health care expenses **exceed $85,000 per year, per patient**. The threshold for catastrophic loss cases was derived from historical off-site financial data over three years for 56 unique patients whose total cost of care exceeded $25,000 over a 12 month period.

The contractor will also receive a bonus PIPM capitated rate based on the contractor's performance on a pre-established set of performance metrics, as determined by the DOC. Certain specified activities deemed essential by the DOC will also receive supplemental payments if completed within defined parameters.

The method for calculating base payment and performance-based payments will be discussed in Section J.

Contractor shall submit a monthly invoice for base capitation and fixed-fee payments within 15 days of the close of the previous month. For each P4P metric, the contractor will submit the numerator and denominator calculations to the DOC. The DOC will enter the data into the P4P incentive calculator (Appendix 5.21) to determine the contractor's performance-based bonus payment (or penalty). The official ADP for the month shall be provided by the DOC.

1.4.7 Contractor Performance Guidance

All bidders will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of project deliverables will occur at intervals agreed upon by both the State and the Contractor and designated in the contract.

1.4.8 Contractor Staffing

Key staff member(s) must be assigned to this contract for the full duration proposed. None of the key staff member(s) may be reassigned or otherwise removed early from this project without explicit written permission of the DOC. The Contractor must identify staff member(s) who will remain on this project until completion, unless indicated otherwise in the Contractor's proposal. The Contractor may propose other staff members as "key" if desired. The Contractor will make every reasonable effort to ensure that the early removal of a key staff member has no adverse impact on the successful completion of this project.

1.5 Key Contractor Responsibilities

- The selected Contractor must assume primary responsibility for the implementation of the contract specifications and activities.
- The Contractor will successfully implement the plan to accomplish the tasks described and defined in the Scope of Work.
- The Contractor must abide by all State policies, standards and DOC directives as provided, and defined in this contract. Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. **No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State and will be determined during contract review.**

Workers Compensation:
With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage:

With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Per Occurrence
$10,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability:
The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $2,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability:
Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of $3,000,000 per occurrence, and $5,000,000 aggregate.

- The Contractor must abide by all Federal Regulations if applicable to this contract.

1.6 Management Structure and General Information

1.6.1 Project Management

The Contractor will be accountable to the Department of Corrections (DOC) Health Services Director and his/her designee(s), and holds responsibility for the project deliverables, schedule and adherence to contract provisions. The Contractor must abide by all DOC standards and protocols as defined by the DOC Health Services Director and her designee(s).

1.6.1.1 Project Management and Implementation Requirements

A selected vendor shall agree to follow project management methodologies 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 a Vendor shall be required to follow a consistent methodology for all Contract activities.

The Contractor will provide a project manager ("PM") and his/her effort will incorporate all the tasks necessary to successfully implement the project. These tasks will include, among others consistent with the PMBOK methodology updating Project Plans, assigning staff, scheduling meetings, reviewing status reports, addressing project issues and change orders, and preparing presentations for State stakeholders. A successful Vendor's Project Manager shall have overall responsibility for the project deliverables, schedule, and successful implementation of the project as planned and all activities of Contractor's resources.

The State's Project Manager shall supervise the Contractor's performance to the extent necessary to ensure that the Contractor meets performance expectations and standards. A selected vendor's Project Manager shall work closely with the State's Project Manager on a day to day basis. A selected vendor's Project Manager shall be on-site in Vermont as the State may require during the entire project based upon an agreed project schedule. A selected vendor's Project Manager shall be required to schedule and facilitate weekly project team status meetings either onsite in Vermont or via teleconference.

A selected vendor's Project Manager shall provide weekly written Status Reports to the State Project Manager. Status Reports shall include, at a minimum: all tasks accomplished, incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the coming two weeks, an updated status of tasks (entered into the Project Plan and attached to the Status Report – e.g., %

completed, completed, resources assigned to tasks, etc.), and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project's technical progress and contractual obligations, achievements to date, risk management activities, unresolved issues, requirements to resolve unresolved issues, action items, problems, installation and maintenance results, and significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule where applicable. The State PM and the Contractor PM will come to agreement on the exact format of the report document at or before the project kickoff meeting.

The State shall require, at a minimum, the following Project Management Deliverables:

- Contractor PM to work with State project team to finalize a detailed project work plan (in Microsoft Project). The selected vendor shall maintain and update the project plan on a regular basis (at least weekly, if not daily).
- Project kickoff meeting.
- A detailed Project Management Plan (PMP).
- Weekly project status reports as defined above.
- Up-to-date project issues log.
- Up-to-date risk log.
- Weekly project team meetings, which shall include meeting agendas and meeting discussion log, action items, update issues, and risk logs accordingly.

1.6.2 Status Reports

The Vermont Department of Corrections reserves the right to call meetings with the contractor either in person or by conference call to ensure that unresolved issues are resolved during this contract period. The contractor will be accountable in advising the Contract Monitor of this contract or designee when/if performance measures agreed upon will not be met.

1.6.3 Point of Contact

All questions regarding this RFP should be submitted in writing (mail, fax, or email) to:

Kimberly Gorton
Program Technician-Health Services
Department of Corrections
103 South Main Street **(mailing address)**
Waterbury, Vermont 05676
Fax: 802-951-5086
Email: Kimberly.Gorton@state.vt.us

Offerors or potential offerors are prohibited from initiating any communications with any State staff concerning this RFP, except as specified herein or as provided by existing work agreements. The Vermont DOC reserves the right to reject the proposals of any violators.

1.6.4 Bidder's Conference

A bidder's conference will be held from **1:00 PM to 4 PM ET** on **Monday, May 19, 2014**; attendance is non-mandatory but strongly encouraged. Prospective offerors will have an opportunity to ask questions regarding this procurement.

The conference will be held at the following location:

Vermont Department of Corrections
426 Industrial Avenue, 2nd Floor, Conference Room 4 **(not mailing address – see above)**
Williston, VT 05495

Each prospective offeror may bring up to three representatives to the conference. The conference is intended to be an interactive exchange of information, with appropriate State staff on-hand to provide clarification and/or answers to basic questions.

Written questions for the bidder's conference may be submitted by potential offerors in advance, but in no event after **2 p.m. on Tuesday, May 13, 2014**. DOC Health Services and other staff will attempt to answer as many of the written questions submitted in advance as possible at the bidder's conference. In addition, DOC has provided a **FAQ Answers** folder included on the RFP webpage. The Bidders should view the FAQs as basic information provided in the spirit of assisting you in understanding the requirements of the RFP and not as the final word on all topics.

Offerors are required to submit final written questions (if any) by 2:00 PM ET on **Friday, May 23, 2014**. Written copies of the submitted questions will be posted to the DOC website (http://doc.vermont.gov/) no later than Thursday, June 5, 3014.

Although impromptu questions will be permitted and spontaneous answers provided at the bidder's conference, offerors should clearly understand that the only official answers or positions of the Vermont DOC will be the ones stated in writing and submitted to all offerors in response to written questions; no responses other than those distributed in writing will be binding on the Vermont DOC.

1.6.5 Tour of Facilities

The State will arrange a tour of Chittenden Regional Correctional Facility at **9:00AM ET on Monday, May 19, 2014** and Southern State Correctional Facility at **9:30AM ET on Tuesday, May 20, 2014** for interested offerors. Offerors wishing to be included on the tours must submit a written request by **2:00 PM ET on Tuesday, May 13, 2014** specifying the names, titles and number of people who will be attending (maximum of three persons). Picture identification must be presented at the time of the tour for entrance to the facility.

1.6.6 Letters of Intent

Offerors are requested to submit a letter of intent by **2:00 PM ET on June 12, 2014**. The letter should be addressed to the individual identified in Section 1.3.3 above. The letter of intent will not be considered binding.

1.6.7 Supporting Documentation

The RFP contains a number of appendices with additional information relating to the Vermont DOC. Specifically:

- Appendix 5.01 - Vermont's Customary Contract Provisions.
- Appendix 5.02 - AHS 4 Key Practices.
- Appendix 5.03 - Site – Gender – Age Demographics
- Appendix 5.04 - a & b Facility Profiles
- Appendix 5.05 - Mental Health Utilization for Calendar Year 2013
- Appendix 5.06 - Medical Utilization for Calendar Year 2013
- Appendix 5.07 - VDOC Policies and Directives Related to Healthcare Services
- Appendix 5.08 - VDOC Vision-Mission-Values-Principles
- Appendix 5.09 - VT Statutes Online – Title 26 – Dentists
- Appendix 5.10 - VT Statutes Online – Title 28 – Public Institutions and Corrections
- Appendix 5.11 - VT Statutes Online – Title 33 – Incapacitated Persons
- Appendix 5.12 - Vermont Hospitals and Health Systems
- Appendix 5.13 - Useful Links
- Appendix 5.14 - VDOC Organizational Chart
- Appendix 5.15 - Act 26 - S.2 - Seriously Functionally Impaired (SFI) Legislation
- Appendix 5.16 - Quality Indicators
- Appendix 5.17 - Protocol for Inmate Transfer to Psychiatric Hospitalization
- Appendix 5.18 - Staffing Matrix
- Appendix 5.19 - Proposal Submission Forms D – Core Network Composition
- Appendix 5.20 - Proposal Submission Forms A – C: Form A – Corporate Experience, Form B – Representations and Certifications and Form C – Key Personnel
- Appendix 5.21 - Performance-Based PPPM Calculator
- Appendix 5.22 - Summary of Performance-Linked Metrics, Holdbacks, Penalties, and Additional Incentive Payments
- Appendix 5.23 - Proposal Submission Form – Price Proposal
- Appendix 5.24 – Glossary

1.6.8 RFP Amendments

The State reserves the right to amend the RFP at any time prior to the proposal due date by issuing written addenda. All written addenda to the RFP will become part of the contract. Answers to bidder's conference questions and responses will be considered an addendum to the RFP.

1.6.9 Customary State Contract Provisions

Appendix 5.01 contains a list of customary state contract provisions. The list is not intended to be exhaustive. The complete set of contract provisions will be delineated in a draft contract issued to the selected offeror at the time of the award.

1.7 Procurement Milestones

- RFP Issued: Tuesday, May 6, 2014
- Open to Vendor's Written Questions: Tuesday, May 6, 2014
- Deadline for Submission of Questions to be answered at *Bidder's Conference:* Tuesday, May 13, 2014
- Deadline for Submission of Written Request to Participate in a Tour: Tuesday, May 13, 2014
- Tour of CRCF Facility in AM (for potential offerors): Monday, May 19, 2014
- Bidder's Conference in PM: Monday, May 19, 2014
- Tour of SSCF Facility (for potential offerors): Tuesday, May 20, 2014
- Final Deadline of Submission of Written Questions: Friday, May 23, 2014
- Responses from DOC to Written Questions due by: Thursday, June 5, 2014
- Letters of Intent due: Thursday, June 12, 2014
- Proposals Due: Friday, July 25, 2014
- Bid Opening: Monday, July 28, 2014
- On-site Interviews with Offerors: Tuesday, August 19, 2014
- *Estimate* of Notice of Intent to Award Tuesday, September 2, 2014
- *Estimate* Contract Negotiations Begin: Wed., September 3, 2014
- Implementation Date: *To be determined*
- Services Start Date: Sunday, February 1, 2015

SECTION A - GOVERNANCE AND ADMINISTRATION

2.0 GENERAL

The Contractor will facilitate and enable the delivery of health care services to inmates in Vermont. The contractor shall:

- Provide as part of the cost of this contract a comprehensive fully integrated EHR system (detailed in Section 2.63 and others) that meets the needs of the DOC for ensuring that continuity of care and care coordination efforts can be maximized, sustainability efforts can be realized, and from which performance-based accountability can be driven
- Meet the health care needs of inmates in accordance with applicable state and federal laws.
- Deliver all health services in compliance with current standards set forth by the National Commission on Correctional Health Care (NCCHC). At such time as these standards are updated, it is understood that the Contractor shall make necessary adjustments and modifications to insure that Vermont correctional facilities remain in compliance and retain accreditation. Offerors should note that many of the requirements delineated in the remainder of chapter two are taken from NCCHC Standards for Health Services in Prisons, 2014 and Standards for Mental Health Services in Correctional Facilities, 2008, and NCCHC Standards for Health Services in Jails, 2014. However, unless specifically instructed, Contractor will operate in conformance with current NCCHC standards, whether or not these have been specified in the RFP. However, if requirements listed in the RFP conflict with NCCHC standards, the more stringent of the two standards will apply.
- Provide qualified health professionals sufficient in number, location, and skill mix to meet all clinical and performance-based requirements outlined in this RFP. These health professionals must be qualified consistent with NCCHC standards and applicable state laws governing licensure, credentialing and scope of practice requirements.
- Contract with a provider network sufficient in size, location, and scope to meet all clinical requirements outlined in Section D of this RFP.
- Participate in applicable state sponsored quality improvement projects as directed by DOC.
- Coordinate activities with the Vermont DOC Health Services Director or designee.
- In the event of a dispute between the Contractor and State on a clinically-related matter, the DOC Health Services Director will have final decision making authority.

2.0.1 2003 Prison Rape Elimination Act (PREA)
See also Sections 2.16 & 2.17

PREA is a federal requirement per the United States Department of Justice Final Rule 28 CFR Part 115. PREA requires agencies to comply with the DOC's Directives and the national standards to prevent, detect, and respond to sexual abuse and harassment in confinement. DOC has zero tolerance policy regarding sexual abuse and harassment. SEE DOC PREA DIRECTIVE # 409.09

DOC expects that contractor shall:

- Ensure that staff is trained in the DOC Directive and PREA policies in general and each employee's responsibilities specifically. These policies and procedures pertain to sexual abuse prevention, detection and response to events.
- Maintain full compliance with federal, state and local laws (DOC policy and Directives).
- Provide DOC with protocols and information used in training staff; verification of attendance; objective evidence of understanding through results of pre- and post-test activity.

2.0.2 Health Insurance Portability and Accountability Act (HIPAA)

The contractor shall:

- Adhere to all state, federal and DOC policies and Directives regarding confidentiality of inmate-patient 'Protected Health Information' (PHI) including the transmittal of information by any electronic means.
- Assure that all employees, including subcontractors, are trained appropriately using DOC approved training. Documentation of trainings shall be provided to DOC. Training should be conducted as part of the initial orientation.
- Ensure that all breaches concerning PHI are reported to the DOC immediately for investigation.
- Adhere to and provide orientation to all staff on the State's specific statute relating to transmission of documents containing identifiable information on person with HIV/AIDS

2.0.3 Security and Other Violations

The Contractor shall:

- Ensure that all allegations of illegal activity and/or security breaches by contractor staff are reported to DOC immediately for investigation (i.e., introduction of contraband such as cell phones, weapons, tobacco products, money, etc.).
- Inform all staff that the DOC may suspend the employee's security clearance effectively barring them from the facility – pending completion of the investigation.

2.1 Access to Care

According to NCCHC essential standard P-A-01, J-A-01, and MH –A-01, the Vermont DOC has to ensure that inmates have access to care to meet their serious medical, dental and mental health needs in a timely manner. The inmate must be seen by a professional, and unreasonable barriers to inmates' access to health services must be avoided. It is the recommendation of DOC that the new contractor will utilize Policies and Procedures to be furnished that are currently in use. These shall serve as a minimal standard by which the contractor will carry out the services provided to DOC inmates. Additions or changes in Policies and Procedures shall be made only after review and approval of VDOC's Health Services Director or designee

2.2 Responsible Health Authority

According to NCCHC essential standard P-A-02 and J-A-02, all correctional facilities must have a designated health authority responsible for health care services. The health authority must be a

designated MD or DO who has authority regarding clinical issues at their specific facility. Vermont recognizes the Site Medical Director as the responsible health authority.

2.2.1 Responsible Mental Health Authority
According to NCCHC essential standard MH-A-02, all correctional facilities must have a designated mental health authority responsible for mental health services. Vermont recognizes the Director of Behavioral Health or Director of Psychiatry as the responsible mental health authority unless otherwise determined by the contractor and agreed upon by DOC.

2.4 Medical and Clinical Autonomy
According to NCCHC essential standard P-A-03, clinical decisions and actions regarding health care provided to inmates to meet their serious medical needs are the sole responsibility of qualified health care professionals. These decisions should not be influenced or limited by custody or other non-clinical staff unless there is a direct threat to the safety and security of a facility or persons therein.

2.4.1 Clinical Autonomy
According to NCCHC essential standard MH-A-03, clinical decisions and actions regarding mental health care provided to inmates with mental health needs are the sole responsibility of qualified mental health professionals. These decisions should not be influenced or limited by custody or other non-clinical staff unless there is a direct threat to the safety and security of a facility or persons therein.

2.5 Administrative Meetings, Reports, and Claims Processing
Consistent with NCCHC essential standard P-A-04 and MH-A-04, the contractor shall hold routine quarterly Continuous Quality Improvement (CQI) meetings. The contractor will also generate the numerator and denominator for each metric specified in Section J**.** The State reserves the right to request additional or different reporting information from the contractor throughout the term of the contract, on either an *ad hoc* or regular basis.

DOC will conduct regular and *ad hoc* contract audits to verify and validate the delivery of services provided by the contractor. These audits will be scheduled at least one week in advance. The contractor shall make available detailed personnel records, attendance data, staff vacancy reports and other relevant information as required by the audit team.

The contractor will hold the following monthly meetings:

- Environmental safety and sanitation.
- CQI (see Section 2.7 “Continuous Quality Improvement Program”)

The contractor will hold the following quarterly meetings in which the DOC Health Services Division will ~~be asked to~~ participate:

- **Pharmacy and Therapeutics (P&T) Committee**
- **Utilization Review/Utilization Management**

The offeror shall submit all annual reports according to the State's Fiscal Year (July 1 to June 30).

The contractor shall maintain a perpetual inventory of all controlled substances and sharps.

The offeror will produce monthly reports utilizing an electronic medical record (EMR), as well as other electronic or manual means (to be jointly agreed upon by the contractor and DOC) on the following within 15 days of the close of the previous month:

- **Mental Health Caseload -** Contractor shall maintain a continuous record of inmates currently receiving mental health services, including but not limited to the following information for each inmate (Caseload will be further defined by DOC and the contractor):
    - Name, date of birth, and identification number
    - Current Diagnostic and Statistical Manual (DSM-5) and International Coding for Diagnoses (ICD 9-10) codes.
    - Location, including facility and unit, where services were rendered
    - Designation of serious mental illness or severe functional impairment
    - Dates of most recent psychiatric appointment, most recent treatment team review, and most recent treatment plan.
    - For inmates in segregated or restricted housing, the reason for placement in such housing, and the number of days of residence.
- **Chronic care/special needs -** The number of individual for whom special needs/chronic treatment plans developed.
- **Communicable and infectious diseases**
- **CQI reports, as described in Section 2.7.**
- **Deaths- expected and unexpected**
- **Dental Utilization Reports –** The number of dental encounters by type (emergency and routine) and facility, as well as the number of inmates on the dental service waiting list within each facility.
- **EKG** – Number of on-site EKG services performed.
- **External Facility/Other Providers Reports** - The number of referrals to outside Facility/other providers by type (hospitals, outpatient surgery centers, community and State hospitals, others) with associated diagnoses. This report shall include the:
    - Number of days from the initial referral until the service was rendered**.**
    - Number of hospital admissions, including a list of patients admitted to a hospital
    - Number of inpatient hospital days
    - Number of ER visits
    - Number of unique patients who went to ER visits.
- **External Physician Referral Reports** - The number of referrals made to outside physician providers by major specialty (cardiology, pulmonology, gastroenterology gynecology, neurology, nephrology, oncology and hematology, ophthalmology, urology, general surgeons, specialty surgeons, infectious diseases, orthopedics, rheumatology,

endocrinology, and other) with associated diagnoses. Included in the report will be the number of days from initial referral to an external provider until the encounter occurs.

- **Food Service Worker Clearance Reports -** Number of medical clearances performed on inmate food service workers.
- **Human Resources (HR) Reports –** Maintaining a minimum level of staffing is essential to the successful execution of healthcare contract. The contractor will therefore be required to provide an HR Report with its monthly invoice that shows both the minimum total number of hours required to meet the needs of the patient population and fulfill the requirements of the health services contract and the total number of onsite hours **actually** provided, by position and by facility, for the preceding month. The contractor will also include a report of all staffing vacancies and the number of days that the position has been open.
- **Incapacitated Person Report -** Listing by facility, report the date of admission for all incapacitated persons as described in **Section 2.52.1**. Also include time in, time out and whether sent to the emergency room.
- **Infirmary or Medical Housing Unit (MHU) Admissions Reports –** A list of patients who were admitted to the infirmary or MHU, including diagnosis, and the total patient-days in the infirmary.
- **Inmate Complaints/Grievances -** Summary of inmate complaints/grievances including the date the grievance was filed, the number of grievances by category (urgent or routine; pharmacy, medical, mental health etc.), the date of final disposition, and the resolution. The contractor is expected to adhere to the resolution process and timelines as per DOC Directive # 320 which references Health and MH providers. Grievances are considered an integral component for examination through eh CQI process.
- **Inmate Patient Demographic Profile Report** - A summary of inmate demographics under treatment including but not limited to age, sex, race, etc.).
- **Intermediate and Secure Mental Health Units and other Therapeutic Mental Health Observation Units -** List of all inmates housed one or more days in Secure Mental Health location, Intermediate Mental Health Unit and any other cell or unit used for therapeutic observation, indicating total number of days housed in that unit during the reporting month, total number of days housed in that unit since admission to Secure or other designated unit, and diagnosis and SFI or non-SFI status for each inmate. "Other cell" is intended to include: cells anywhere in the facility that is used for protective restriction based on mental health status, whether or not in a designated "mental health unit"; for example, certain cells in booking areas, Fox at SSCF or other segregation units in other facilities.
- **Off-Site Radiology Reports** – The number and type of services provided off-site. **On-Site Radiology Reports** – The number and type of services provided on-site (including those services provided by mobile diagnostic or x-ray technology).
- **Operational and Financial Data Reporting -** The offeror shall submit to the State operational and financial reporting templates, which shall include, but not be limited to the following:
    - Utilization reporting (including specialty, ancillary and inpatient services)
    - Cost reporting

  - Sick call timeliness tracking
  - Intake screening timeliness tracking
  - Dental service timeliness tracking
  - Additional reports, at the request of the DOC, using report formats and transmission methods as defined in collaboration with DOC.
- **Operational Report - Laboratory** - Each month the contractor will provide DOC with the summary of laboratory services rendered for the prior month. This report shall include, by site: number of patients, lab panel, and the specific tests performed.
- **Pharmaceutical Compliance and Utilization Reporting** - Contractor shall report drug utilization data, including data on physicians' prescribing patterns, and perform quality improvement monitoring. Contractor will provide separate monthly reports on the utilization of medications for mental health, physical health, and specialty pharmaceuticals.
- **Reconciliation of all stock medications and inventory record of stock medication utilization shall be provided as a report**
- **Report of third party reimbursement or payment of claim for inmate – Reimbursement by third-party insurance, worker's compensation, Green Mountain Care (GMC), or other**
- **Service Disposition/Lag Reports**- Contractor shall report on the number of sick call requests received the number of requests not requiring a health encounter or denied, and the number of days from an inmate's initial sick call request until a health encounter occurs. Sick call requests shall be reported on in a manner that will report on the total number submitted and; the actual number submitted as unique request per PID # (for example one inmate submitting 5 requests for the same problem will be counted in the total but also reported as one unique individual by PID#).
- **Staff Vaccinations Reports -** Number of staff vaccinations provided by type.
- **Self-Harm Data including the number, severity and means of the event as totals and as unique to an individual**
- **Summary of completed medical incident reports –** Including medication errors, sentinel events, mortality and morbidity reports.
- **Summary of critical incident debriefing reports DOC reserves the right to request the written report**
- **Variance reports**, including the:
  - Number of receiving screenings, initial and annual history and physical examinations, initial dental screenings, and initial mental health evaluations processed in the period.
- **Other reports as requested by the State**

The contractor will produce the following quarterly reports:

- Claims report which shall detail both clean claims and any outstanding claims for the quarter. The Contractor shall use the claims processing format shown in Attachment P.
- A reconciliation report of GMC and the contractor's claims processing system (this may not be necessary should DOC have a claims processing system separate from the contractors) or subcontract thereof.

- Quarterly utilization review/utilization management reports

The contractor will produce annual:

- Financial statements which specifically report the Contractor's performance under its contract with the Department. The statements will be prepared in accordance with generally accepted accounting principles.
- *Audited* financial statements.
- Three months prior to the end of the initial contract term (generally set as three years) and each extension (generally set as two one (1) year periods) thereafter, the Contractor shall submit the next year's (contract year 4 and 5) annual Per Inmate per Month rate, including case load and service volume assumptions, annual cash plan to the State for review and approval for the following contract year.

Annual Independent Contract Audit:

- An annual audit of the contract shall be performed by an independent third party contractor as directed by the DOC to ensure the accuracy of the contractor's financial and reporting systems as it relates to this contract.
- An assessment of the effectiveness and efficiency of the contractor's established processes and procedures will also be assessed.
- The cost of the audit will be borne by the contractor and billed to the DOC as an incidental adjustment accompanied by backup documentation.

2.5.1 Claims Processing

The Contractor's claims processing system shall:

- Accurately adjudicate all types of provider claims, including hospitals, physicians, ancillaries, etc.
- Process pharmacy claims by the Contractor's pharmacy vendor.
- Process clean claims within 30 days of receipt.
- Provide a process which can specify missing information when provider claims are denied due to incomplete status.
- Identify claims for inmates designated as Federal (United States Marshall Service), Immigrations and Customs Enforcement (ICE), or Inter-State Compact (ISC) and properly disposition the claim per the procedure established by the DOC. Otherwise, the contractor will be held responsible for recovery of inappropriately applied claims.

  *Note: The DOC reserves the right to make separate arrangements for claims processing. specifically those that may involve entering into a separate contract, Memorandum of Understanding or other agreement with an alternative entity of the state's choosing Should DOC not make such arrangements prior to the negotiation and/or signing of or the start of this contract the provider will be given a minimum of 30 days' notice during which they shall terminate services with their claims processor. DOC expects the contractor to adjust the cost of this contract accordingly should claims processing services no longer be required under this contract. The contractor shall ensure that it's provider, if not itself is contractually required to make all data pertaining to person's

served in this contract available to DOC's claims processor and; that the referenced entity will assist in the transfer (electronically or otherwise as required) of all data to DOC's selected provider of claims processing services.

2.5.2 Payments to Hospitals

The contractor shall seek to ensure that reimbursements negotiated for off-site care for inmates including; hospitals, specialty providers and community providers assume a rate that is comparable to other publically funded health care, i.e. Green Mountain Care*

*Green Mountain Care is a state program operated under the auspices of a federal demonstration waiver and which provides health care services to low income uninsured persons in the state. The State of Vermont AHS determines eligibility for GMC in accordance with the provisions of its State Plan for Medical Assistance. All eligibility determinations, including denials, are binding on the Contractor.

The Contractor shall:

- Be responsible for payment of all inpatient hospital claims for inmates. Some costs may be offset for inmates who are eligible for the Green Mountain Care (GMC) Plan during a period of hospitalization greater than 24 hours.
- At intake, complete a GMC enrollment form for inmates in the event that they require inpatient hospital services and as a part of ensuring health care coverage at the point of reentry to the community.
- Ensure that staff use the agreed upon process for submission of inmate names to GMC (see Attachment O).
- Ensure that only claims eligible for GMC payment are submitted and that GMC is not inappropriately billed.
- Ensure that claims for which the contractor is not responsible must be correctly submitted to GMC. Otherwise, the contractor will be held responsible for recovery of inappropriately applied claims.
- Perform a quarterly reconciliation of and provide a report to DOC of claims processed between its chosen system and GMC.
- Process all payments to hospitals within 30 days of the Contractor's receipt of the claim. Failure to promptly reconcile and pay hospital claims shall be grounds for contract termination. All hospital claims thirty (30) days or more in arrears shall be reported to the DOC as a part of the Contractor's monthly financial and quality improvement reporting.

2.6 Policies and Procedures and Forms

******In recognition of the amount of work required during the implementation phase of a contract of this scope the DOC requests that for the first 6 months the contractor use the current Policies and Procedures provided in draft format; and that the forms posted as part of the RFP as "sample" on the website (http://doc.vermont.gov/) be used when providing a sample for responding to the questions in Section 3.48.**

Per NCCHC essential standard P-A-05, the Contractor shall follow the policies and procedures as written and determined by the DOC and in collaboration with DOC, may develop additional policies and site-specific procedures which will be reviewed prior to

implementation and annually by the Department. Electronic copy of each facility's within 3 months after the start of the contract. These policies and procedures will be posted as part of the RFP on the Department's website (http://doc.vermont.gov/).

The Vermont DOC has an established set of Directives (see http://www.doc.state.vt.us/about/policies/rpd/correctional-services-301-550/corr_services#health, with particular attention to #301, #306, #313, #313.01, #314, #320, #351-370). VDOC has additionally provided a set of Policies and Procedures (which are in draft format and which shall serve to guide the contractor in providing a basic and minimum level of care and services and by which to conduct business on behalf of the State). An electronic copy of all forms currently in use is available as part of the RFP on the website (http://doc.vermont.gov/) marked "sample". The contractor's policies and procedures are subordinate to the Department's Directives.

The contractor shall:

- As needed, develop additional site-specific policies and procedures, which shall require review and approval during the implementation phase of the contract and shall be reviewed annually and as needed by the Department' HSD.
- Provide DOC with an electronic copy of all new policies and procedures within three months of the start of the contract
- As necessary, make changes in its policies and procedures in response to a request from the DOC.
- At all times attempt to ensure that all policies and procedures are interpreted and adhered to consistently by all contractor personnel throughout the state; a review and discussion of policies and procedures shall be included as a component of orientation and in-service training.
- Ensure that its policies and procedures comply with all federal and state laws and regulations, NCCHC standards, and all Department policies and procedures (including mental health policies and procedures).
- Cooperate with DOC or any independent agency, organization, entity or person so (see 2.7.1) chosen for the purpose of auditing (scheduled or unscheduled) and/or monitoring the contractor's compliance with its own and DOC policies and procedures as part of the CQI process.

2.7 Continuous Quality Improvement Program

The contractor shall implement a Continuous Quality Improvement (CQI) program, as set forth in the most current NCCHC Standard, Section P-A-06 (2014).

The comprehensive CQI program shall contain the following components:

- Risk Management
- Infection Control
- Utilization of Services and Cost Containment
- Inmate Grievances
- Quality Monitoring
- Chronic Disease management and Continuity of care

Contractor's CQI program shall address health, environmental, and safety issues. The contractor shall perform quality assurance measurements, compile reports, and monitor compliance with the CQI program and the performance-based criteria of the contract. The format of reports generated for the Department of Corrections will be subject to approval of the DOC Medical Director.

All applicable payments, reconciliations, holdbacks, and penalties must be identified and reflected as an offset on contractor's next-submitted invoice (See "Performance Incentives" section 2.73 and Section J).

All CQI reports must be received within fifteen (15) working days from the close of each month. Failure by the contractor to provide such reports within the prescribed time period may result in a holdback of $500.00 per month for each month that the report is not received. (Note – this standard is included under the "Performance Incentives" section 2.73.) All CQI reports: as defined in section 2.5.

The CQI program will be overseen by a multi-disciplinary CQI Committee, which will be chaired by the Contractor's Quality Improvement Director or Administrator. The CQI Committee will meet monthly and will be attended by the contractor's Statewide Director of Nursing, Statewide Medical Director, Statewide Dental Director, Statewide IT/EHR manager the DOC's Quality Assurance Administrator, and Chief Nursing Officer , and; others as decided and agreed upon by DOC and the contractor. The CQI Committee will review all reports prepared by the Contractor for the DOC.

The CQI committee is also responsible for monitoring inmate health, the control and prevention of communicable diseases, and safety and sanitation in the facility environment. The primary purpose of the committee is to identify problems and opportunities for improvement, based upon the data collected in the monitoring process, including from inmate grievances. The Contractor shall review DOC's current Quality Improvement Manual and determine through discussion with DOC whether the contractor will develop a separate Quality Improvement Manual that shall also include policies and procedures for all aspects of the CQI program. A copy of the proposed manual if different from that of the DOC shall be provided to the DOC Medical Director thirty (30) days prior to the start of service delivery under this contract. Updates to the manual shall be provided to the DOC Medical Director on a quarterly basis thereafter. The CQI manual shall be used as a basis for to providing in-service training to its staff.

In addition to monthly CQI committee meetings, monthly meetings will be conducted with the DOC central office through the Executive Health Committee (EHC). The EHC will include the DOC Health Services Director, DOC Chief Nursing Officer, DOC Chief Mental Health Officer, Contractor Health Services Administrator, Contractor Medical Director and *ad hoc* members at the request of DOC HSD and other executive staff or contractors. The purpose of these quarterly meetings is to communicate QI findings and to describe actions taken to resolve problems that are specific to health services.

2.7.1 DOC Quality Oversight and Performance Indicators

Currently DOC contracts with an independent contractor to provide external source Quality Assurance functions with regard to the contract for inmate health services.

Audits will begin at the start of the 7th month of contract implementation. Audits will proceed quarterly thereafter.

The DOC shall use an independent entity to perform a medical records review as a component of the Quality Oversight/Auditing process. The process involves a review of the contractor's electronic medical records for specific patients. The auditor uses a minimum of 25 system-wide indicators to assess continuity of care, care planning activities, and overall service quality. The quality audit will examine adherence to and compliance with the Contract, DOC standards, and NCCHC standards for both medical and mental health services.

Each facility will undergo an audit of medical records- the number of charts audited will be determined. Audits will assess medical and mental health services separately. The Incentive equals $100.00 per compliance indicator achieved as described below:

- Passing score in year one (1) of the contract shall equal **85%** per indicator
- Passing score each subsequent year of the initial contract period equals **90%** aggregate score (includes all 25 indicators); however no individual score comprising the aggregate shall be less than **80%**

Total maximum incentive per facility equals $**2,500.00** per quarterly audit. For any given facility, the audit of both medical and mental health records will be considered one audit for purposes of any applicable incentive. For additional information or detailed description of Quality of care measures incentives and reimbursement please refer to Section J.

2.8 Emergency Response Plan

In accordance with NCCHC essential standard P-A-07 and MH-A-07, and DOC Directive # 414.03, the contractor's Emergency Response Plan shall:

- Provide immediate response to inmates in a facility based emergency situation.
- Have twenty-four (24) hour mental health (psychiatrist or advanced practice nurse) and medical (physician) telephone on-call coverage.
- Have specific written policies and procedures to address emergency response and the emergency transfer of inmates at each facility in coordination with the DOC facility Superintendent.
- Include 24 hour emergency services for staff and inmates injured within the correctional facility.
- Provide for a coordinated emergency response with DOC custody staff to include:
    - Man-down drills for staff requiring immediate medical intervention.
    - A mass disaster drill involving multiple casualties that require triage by health and mental staff.

2.8.1 Hospital Based Services

The contractor shall:

- Sub-contract or maintain written agreement(s) with one or more local hospitals to provide:
  - Emergency services to inmates on a twenty-four (24) hour basis
  - Inpatient hospitalization for all inmates in custody (subject to conditions described in Section 2.9.2 below).
- Sub-contract with or maintain written agreement(s) with local EMS and ambulance service for response to facilities and transfer of inmates using persons who are appropriately trained in Advanced Life Support (ALS) or minimally Basic Life Support (where ALS not available or not required)
- Arrange for the emergency transport of inmates as part of the basic contract cost**; payment responsibility shall be exclusive of incapacitated** persons.
- Arrange for transport in coordination with DOC facility custody staff.

2.8.2 Emergency Care for Work Release Inmates

The contractor shall:

- in coordination with the DOC to develop a specific policy and procedure to ensure that work release inmates receive appropriate urgent-emergent care, and to ensure case coordination, management and appropriate follow-up care.
- Provide care in the event that a work release inmate requires urgent/emergent care at the most appropriate facility (community or DOC) as determined based on the inmate's health condition.
- For inmates injured while on work release, whose injuries are covered under workers' compensation insurance, Contractor shall be responsible for coordinating follow-up care and case management services with the employer's workers' compensation insurer until either the inmate's treating physician has released him/her to return to work or until the inmate is discharged from the DOC facility, whichever occurs first.
- Report all inmate work related injuries to DOC Health Services Division **within 24 hours** of the injury.
- Report all serious or life-threatening injuries or mortality **immediately.**
- Retain responsibility for delivering all medically appropriate care, regardless of inmate's access to third party coverage.

2.8.3 Non-Inmate Emergency Services

The Contractor shall provide emergency medical care necessary to stabilize any injured DOC employee, any contracted employee, volunteer, or visitor who is injured or becomes seriously ill while onsite at a DOC facility. Any required follow-up care will be the responsibility of the person receiving the emergency care.

2.8.4 First Aid Kits

The contractor shall:

- Provide and maintain first aid kits for DOC staff and inmates in custody.

- Secure first aid kits with a plastic tear-away lock. Each time the lock is broken, utilizing staff will initiate a supply request to health services.
- Ensure that nursing staff check and replenish the contents of each kit on a monthly basis and when requested.
- Document monthly kit checks as required by NCCHC standards.
- Determine the location and contents of the first aid kits for each site in coordination with the Contractor's Medical Director, site Health Services Administrator, and the correctional facility superintendents.

2.9 Communication on Patients' Health Needs

Communications shall occur between the facility administrator and treating clinician regarding an inmate's significant health needs that must be considered in the classification decision in order to preserve the health and safety of that inmate, other inmates, and staff.

2.9.1 Collaboration between Contractor Management and Correctional Staff

Collaboration between DOC and contractor health services staff is vital in order to facilitate accurate classification of inmates and to improve treatment planning; this is important to protect the health and safety of the inmate, other inmates and staff. The contractor shall:

- Ensure that its facility clinical and administrative staff shall meet as needed, but no less than monthly with DOC management and correctional staff.
- Inform the Superintendent or his/her designee of any aspect of an inmate's mental status that may affect housing or work assignments or potential for violent, self-injurious or suicidal behavior, or significant disruption of the safe and orderly running of the facility.

2.9.2 Communication on Patients' Special Needs

The contractor shall ensure the following, in accord with HIPAA:

- Health and facility administration will communicate promptly with DOC on patients who are acutely ill or destabilized and regularly for those with more chronic conditions; meetings shall occur as often as needed but at a minimum weekly The patients include, but are not limited to:
    a) chronically ill
    b) on dialysis
    c) adolescents in adult facilities
    d) infected with serious communicable diseases
    e) physically disabled
    f) diagnosed with traumatic brain injury
    g) pregnant
    h) frail or elderly
    i) Terminally ill
    j) seriously mentally ill/SFI
    k) self-harming/suicidal
    l) in acute medical or mental health crisis
    m) hospitalized

2.9.3 Special Needs Treatment Plans

The Contractor shall:

- Develop and maintain treatment plans for inmates with special needs (as defined above), including but not limited to the following information:
  a. The frequency of follow-up for medical evaluation and adjustment of treatment modalities.
  b. The type and frequency of diagnostic testing and therapeutic regimens.
  c. Instructions about diet, exercise, adaptation to the correctional environment, and medications, when appropriate.
  d. The special risks and adjustment needs relevant to such inmates.
  e. Treatment plans to ameliorate special risks and adjustment difficulties during incarceration.
- Perform Utilization Review and update treatment plans every 90 days.
- Ensure that the special needs of inmates are listed on the master problem list in both the inmate's electronic medical record and in the Offender Management System (OMS).
- Maintain an ongoing list of special needs inmates which shall be communicated to facility administration and custody staff via the OMS.

2.9.4 Contractor's Role in Review for Facility Placement
DOC Directive # 314

DOC maintains contracts for the provision of correctional housing units outside the State of Vermont. It is the contractor's responsibility to participate in the medical and mental health review which precedes transfer out of state or into a work camp; in carrying out this responsibility the

The contractor shall:

- Review the records of inmates proposed to be transferred to these units, and assess the appropriateness of each transfer using forms and protocols established by DOC.
- Perform the review and provide documentation in a timely fashion at each site.
- Ensure that the process is carried out in a timely fashion through training of sufficient medical and mental health staff in conducting these reviews, and
- Participate in and cooperate with quality reviews and in regular quality assurance activities conducted by DOC.

2.10 Privacy of Care

In accordance with NCCHC important standards P-A-09 and MH-A-09, discussion of patient information and clinical encounters are to be conducted in private and carried out in a manner that will encourage the patient's subsequent use of health services. Contractor will comply with Agency of Human Services Policies and Federal HIPAA requirements, including 42 CFR part 2 (see Attachment E).

2.11 Procedures in the Event of Death

The contractor shall:

- Comply with DOC Directive # 353 (as revised or replaced).

- Have policies and procedures in place to comply with NCCHC important standard P-A-10.
- Ensure, in coordination with DOC facility and HSD, that appropriate notification is made to respective family member(s) in the event of an inmate death.

2.12 Grievance

In accordance with NCCHC important requirement P-A-11, MH-A-11, and DOC Directive 320.01 "Offender Grievance System for Field and Facilities," the Contractor shall:

- Adhere to DOC Directive such that Inmates may file an **informal** grievance with the Department at any time. In special circumstances, an initial **formal** grievance may be submitted in compliance with Directive #320.01.
- Upon request, provide inmates with assistance in filing a grievance.
- Enter all grievance form information into the EMR, which shall include, at a minimum:
    - Date the issue was filed
    - Name and identification number of the inmate filing the issue
    - Nature of the issue
    - Categorization of the issue (routine or urgent)
    - Any investigation conducted by the Contractor
    - Date of resolution
    - Nature of the resolution
- Ensure that the HSA, Nurse Manager, or Director of Nursing shall be the initial, but not final, arbiter of all physical health issues and shall work with inmates to resolve complaints and issues.
- Ensure that the designated mental health care provider shall be the initial but not final arbiter of all mental health issues and shall work with inmates to resolve complaints and issues.
- Resolve urgent grievances in consultation with the Contractor's Medical Director or his/her designee. Urgent grievances are defined as ***"those complaints that involve an immediate need on the part of the inmate for health care services to prevent, death, disfigurement, permanent disability, loss of bodily functions, or for severe pain.***"
- Resolve all routine grievances in accordance with DOC policies and procedures.
- Notify the inmate, in writing, of the resolution of the grievance in accordance with Department policies, procedures, and timeframes.
- Ensure that all staff are knowledgeable on the filing of urgent grievances.
- Ensure coordination between the Contractor and the DOC Site Grievance Coordinator regarding resolution of health care related grievances and categorization of health care related grievances for reporting.

SECTION B - SAFETY

2.13 Infection Control Program

In accordance with NCCHC essential requirement P-B-01, the contractor shall have an effective infection control program in place within 30 days of contract initiation. The program shall

include, at a minimum:

- An exposure control plan for communicable and infectious diseases, approved by the responsible physician.
- Policies and procedures for screening for infectious diseases during the initial health assessment (See Section 2.37).
- Provisions for reporting infectious diseases in accordance with state and federal requirements.
- Standard for universal precautions in place to minimize the risk of exposure to blood and bodily fluids.
- Medical isolation capacity, including negative pressure.
- Procedures for ectoparasites (lice and scabies).

2.13.1 Coordination with the Department of Health

The Contractor shall:

- Coordinate and work collaboratively with the Vermont Department of Health (VDOH) whenever necessary.
- Work collaboratively with the Department of Health in implementing programs or training modules approved by the HSD for delivery within the DOC. The Department of Health may provide on-going guidance to the contractor and DOC on a variety of issues, including but not limited to the following:
  - Infection control
  - Detection, prevention, case reporting and contact tracing of Sexually Transmitted Infections (STIs), including HIV/AIDS
  - Detection prevention, case reporting and contact tracing of blood-borne or other pathogens (Hepatitis A, B and C)
  - Detection, prevention and case reporting of any other diseases as required or requested by VDOH
  - Dissemination of public health information and education to inmates and staff
  - Response to public health threats
  - Response to disease outbreaks
  - TB testing, prevention, treatment, control, and contact tracing
- Participate in all data collection required by the Department of Health including but not limited to vaccines, HIV/AIDS and other communicable or infectious diseases, and provide reports in the format and at the intervals requested.
- Work collaboratively with VDOH toward HIV/AIDs discharge planning for inmates using the agreed upon process (flow sheet, HIV/AIDS Resource Guide and VMAP application form) under the direction of the care coordinator.

2.13.2 Staff Vaccinations and TB Testing

The portions of this section related to staff vaccination remained undetermined at the time of the issuance of this RFP; should the decision be made to include it there shall be no change necessitated in the monetary value of this contract

The Contractor is responsible for:

- The provision and administration of Hepatitis B vaccine and TB testing items for use with security staff and/or other staff who are identified as being at significant risk of infection (as designated under the OSHA Blood borne Pathogens mandate). Contractor's nurses will administer these injections and tests, and will maintain appropriate documentation of their administration.
- Administering diphtheria-tetanus vaccines when: a) injuries require a booster, and b) on a preventative basis (every 10 years) to security staff.
- Offering and administering the Hepatitis A vaccine to DOC Food Service Workers.

2.13.3 Contaminated Waste

Contractor shall:

- Be responsible for the disposal of all contaminated waste. This may include waste generated outside the facility while an inmate is on authorized absence.
- Contract with a company authorized to provide for the disposal of all bio hazardous and contaminated waste. Bio hazardous and contaminated waste will be maintained **and disposed of** in accordance with the guidelines established by OSHA.

2.14 Patient Safety

In accordance with NCCHC important requirement P-B-02 and MH-B-02, the contractor shall:

- Have a program in place to prevent adverse and near-miss clinical events.
- At a minimum, include an error reporting system that outlines how health service staff can identify and report errors, whether errors of omission or commission, and a process for calculating the number of adverse clinical events and near-miss events**.**

2.15 Staff Safety

In accordance with NCCHC important standard P-B-03 and MH-B-03, the contractor shall:

- Have policies and procedures in place to ensure the safety and well-being of all health service staff who work in the facility.
- Maintain a list of Worker's Compensation claims which shall be shared with VDOC.
- Coordinate and Collaborate with the SOV's worker's compensation unit to ensure the proper reporting and resolution of claims which take place on or within state property.

2.16 Federal Sexual Assault Reporting Regulation

In accordance with NCCHC P-B-04 and MH-B-04, the contractor will have written policies and procedures in place to comply with the 2003 Prison Rape Elimination Act (PREA) (see Section 2.0.1) which requires agencies to comply with the national standards proposed to eliminate sexual abuse in confinement. The DOC has zero tolerance policy regarding sexual abuse.

2.17 Procedure in the Event of Sexual Assault

In accordance with NCCHC important requirement P-B-05, in the event of a sexual assault, the contractor staff shall:

- Adhere to policies and procedures regarding immediate and follow-up care for cases in which a sexual assault may have occurred.

- Provide prompt and appropriate trauma-informed medical and psychological treatment services in compliance with the DOC PREA Directive.
- Not provide services outside of those required to assess the inmate for physical injuries that may potentially require immediate care in other words they shall not provide what could be considered a forensic examination.
- Assist DOC in coordinating transfer to a local ER where the inmate shall be offered examination by a Sexual Assault Nurse Examiner (SANE).
- Provide care including medication or any follow-up treatment or referral as directed by the SANE provider or ER provider.

SECTION C – PERSONNEL AND TRAINING

2.18 Licensure and Credentialing

In accordance with NCCHC essential standard P-C-01 and MH-C-01, all health service staff that provides clinical services must be licensed, certified, and registered in accordance with state requirements. Credentialing shall be as required by either the contractor or SOV or other entity with which the provider or contractor affiliates in work required by this contract. The Contractor shall:

- Ensure that all personnel are licensed, certified and/or registered in conformance with Vermont laws and regulatory requirements.
- Inform employees as to the contractor's decision regarding responsibility for the cost of any education required to maintain licensure and credentialing.
- Perform criminal background checks on all new employees.
- Agree to provide personnel information at the request of the DOC.
- Maintain documentation of current licensure for all health care staff employed under this contract.

2.19 Clinical Performance Enhancement

In accordance with NCCHC important requirement P-C-02 and MH-C-02, a peer-review of clinical performance of the facility's providers including nurse practitioners, physician assistants, advanced practice registered nurses, physicians and licensed mental health professionals will occur at least annually. At a minimum, the review shall include:

- The name of the individual being reviewed.
- Date of the review.
- Name and credentials of reviewer.
- Indication that the review was shared with the clinician.
- A summary of the findings, personalized development/improvement plan, and corrective action plan (if necessary).

2.20 Professional Development
In accordance with NCCHC essential requirement P-C-03, all health care professionals will participate in annual continuing education appropriate for their positions.

2.20.1 Nurse Training and Retention Program
The Contractor shall:

- Implement a Nurse Training Retention and Recruitment program that includes:
  - A comprehensive nurse training program which will include specific portions, the focus of which shall be the retention of qualified staff.
  - A requirement for employees to complete a 30-day orientation period under the supervision of an employee experienced in the same area as that of the new hire.
  - Close supervision during the first **two weeks** of this orientation period during which new staff will not be on a shift by themselves.
  - A series of training modules which include an introduction to Vermont's correctional system, a review of DOC's policies and procedures **and a** security training at the start of the orientation period.
  - Paid time off to attend continuing education classes and training: the number of days/hours shall be determined by the contractor and proposed to DOC for approval as part of the PIPM determined during the course of contract negotiation.
  - The development of an employee grievance resolution policy and process that provides all contractor staff with a confidential forum to address work-related issues.
  - Develop mechanism; (for example a self-addressed (to the contractor) stamped envelope with form for completion at the point an employee voluntarily terminates) for confidential and anonymous reporting by all staff voluntarily terminating their employment with the contractor. Staff shall be informed of this mechanism at the time of their hire. De-identified Data derived from the report shall be made available to DOC HS Director or designee on a quarterly basis. The report shall contain information which may be used for purposes of program quality improvement.
- **Termination of employment for cause**
  The contractor shall:
  - Notify DOC Health Services of all employees terminated for cause.
  - Provide an explanation of the cause requiring the employee's termination.

2.21 Training for Mental Health Staff
In accordance with NCCHC essential requirement MH-C-03, mental health professionals will participate in annual continuing education that is appropriate for their positions. At a minimum, this will include:

- Initial basic orientation, preferably on the first day of employment, and prior to providing services to the inmate population.
- In-depth orientation to familiarize the employee with the mental health services delivery system.
- Continuing education required to maintain the employees' current licensure, accreditation, and clinical knowledge.

- Specific orientation prior to the first day of providing direct service to inmates, and recurring annual review related to the special clinical, administrative and ethical challenges that are related to providing services to the inmate population.

2.22 Health and Mental Health Training for Correctional Officers

In accordance with NCCHC essential standard P-C-04 and MH-C-04, contractor shall provide training to all DOC Correctional Officers with respect to basic identification of inmates requiring immediate medical/mental health attention. This will include training with regard to the recognition of critical medical symptoms (shortness of breath, choking, bleeding, etc.) and critical mental health symptoms (psychotic features, self-harm threats or actions, etc.) and the appropriate steps for triaging and obtaining medical/mental health services for the inmate on an urgent or emergent basis. Training will include in-person orientation and written materials.

Contractor shall:

- Conduct in-service education and training sessions for Corrections staff, at each facility, on a quarterly basis. The training curricula will be approved by DOC's Medical Director and should include, at a minimum:
  - Administration of first aid
  - Blood-borne pathogen training
  - Recognizing the need for emergency treatment
  - Recognizing acute manifestations of chronic illnesses
  - Recognizing chronic medical and disabling conditions
  - Recognizing signs and symptoms of change of mental status
  - Recognizing signs and symptoms of mental illness, psychological trauma, and acute and chronic serious functional impairments
  - Recognizing signs and symptoms of detoxification and withdrawal
  - Medication administration and side-effects
  - Infectious and communicable diseases
  - Recognizing suicidal behavior and procedures/protocols for suicide prevention
  - Stress management, basic principles
  - Other topics as the DOC may deem necessary
- Develop a training calendar in coordination with local facilities. Training calendar will be submitted to Health Services Director and local superintendents one month prior to the beginning of each calendar quarter.

2.23 Medication Administration Training

In accordance with NCCHC essential requirement P-C-05 and MH-C-05, all personnel who administer prescription medication will be appropriately trained and specific emphasis will be placed on psychotropic medications.

2.24 Contractor's Responsibilities for Inmate Workers

Contractors shall adhere to NCCHC essential standard P-C-06, MH-C-06. Additionally, the contractor will provide the following:

- Examinations for the purpose of medical clearance for all inmates serving as food service workers.
- A medical clearance process that shall be initiated within **seventy two (72)** hours of receiving the list of inmates to be cleared. The need for laboratory testing may increase the time required to provide medical clearance.

The inmate worker clearance will be documented on a standardized form which shall include the following:

1. A notation regarding review of the inmate's health record.
2. A brief review regarding the inmate's past medical history, including communicable disease, cardiac problems, pulmonary problems, allergies and back problems.
3. Questions regarding any current signs and symptoms of illness.
4. A brief focused physical examination and vital signs.
5. Documentation that the inmate has no medical conditions that preclude food service work based on criteria provided by the Vermont Department of Health.
6. Documentation of assessment and/or screening for Hepatitis A and B. The contractor shall offer testing for immunity to both, and where none is present and in the absence of chronic disease in the case of Hepatitis B, contractor shall offer the inmate vaccination against both. Inmates found with chronic active hepatitis B shall be referred to chronic disease clinic.

Inmate workers will not be allowed to provide health services or work in the health service area, except for cleaning purposes. Inmates working in the health services area must be supervised at all times by DOC security staff.

2.25 Staffing Standards and Coverage

In accordance with NCCHC important requirement P-C-07 and MH-C-07, the contractor shall:

- Have a sufficient number of health, mental health and substance abuse professional staff of varying types to deliver a comprehensive health services program that provides timely evaluation, treatment, periodic, episodic, urgent/emergent chronic and follow-up care.

- The Contractor must ensure that all personnel are licensed, certified and/or registered, as necessary, in conformance with Vermont laws and regulatory requirements. A personnel file will be established for each employee or subcontractor. Each professional employee's file will contain current licensure and/or certification documentation.

- The substance abuse, health and mental health care staff will work as part of the multidisciplinary treatment team with Contractor's Regional Medical Director and Regional Administrator or leadership (as per the contractor's designated title). The substance abuse, health and mental health care staff will be provided with the necessary training and resources to be proactive in addressing the inmates' health and mental health care needs.

- Contractor employees will be provided with a copy of Contractor's personnel policies and pertinent DOC Directives and Ps & Ps. All Contractor personnel must comply with these policies and all other policies and work rules of the DOC in order to ensure continued employment with Contractor.

Exact on-site staffing levels may not be known at the time of proposal submission. The State requires the contractor to interview and review the personnel currently employed by the Vermont DOC's health care vendor including those in the Vermont Regional Office. These employees if eligible will have the right of first refusal for positions with the offeror pursuant to the staffing requirements and qualifications as set forth herein.

The candidates for on-site Health Service Administrator and the Director of Nursing and Regional Office positions will require preapproval by the State.

Staff who have been retained from the previous contract will not receive lower hourly wages than earned prior to the start of the new contract in 2015. Retained staff will maintain their pre-existing hire date for purposes of evaluation and merit increase and will not be subjected to waiting periods for health insurance, 401k plans, leave, employee stock options (if available) or similar types of benefits. Fringe benefits for existing staff shall be comparable to those currently being earned in 2014 and shall begin immediately.

The State does not ensure that the current staffing pattern, or those required in these specifications, or any contained in an approved proposal, to be sufficient for the contractor to carry out the responsibilities detailed in this RFP. The contractor shall retain latitude to adjust schedules and staffing patterns according to workloads and Facility/Medical Operations schedules while maintaining minimums required herein. In the interest of cost containment, patient safety, and continuity of care the contractor shall avoid the regular use of Agency, per diem or traveler staff to complete the staffing matrix.

2.26 Medical/Mental Health Liaison and Consultation

In accordance with NCCHC important standards P-C-08 and MH-C-08, the contractor will have designated, trained health care and mental health liaisons that coordinate the delivery of health and mental health services, including the utilization of off-site services and hospitalization. The health care liaison will be under the general supervision of the Contractor's Regional Office designee.

The Contractor's Clinical Directors shall be the liaison between the DOC's central office and the Contractor's central office. The Clinical Directors shall provide support, information and assistance to local management personnel, including the Contractor's Medical Director, to facilitate the accomplishment of all contract goals and will meet regularly with the Department of Corrections to discuss health services and contract issues. The Contractor's Regional Manager will be responsible for coordinating with representatives of the Vermont Department of Corrections to implement programs that provide all inmates with unimpeded access to quality health services in a timely manner.

The Regional Manager will provide the State correctional facilities with consultation services upon request. Consultation may be provided on a variety of topics, to include: employee health programs, construction planning, new facility staffing plans, communicable disease management, and legislative issues. Consultation will include furnishing the DOC Medical Director with copies of all sub-contracted services and a rationale for the selection of each vendor.

It is understood that proposers may have different titles for positions described in this section. If such is the case, their functions must be consistent with the goals of this section.

2.27 Orientation for Health Services Staff

In accordance with NCCHC important requirement P-C-09, all health service staff will receive orientation. This orientation is not inclusive of that required by custody which shall include training on facility safety and security
The contractor shall

- Develop a plan of orientation that shall be approved by DOC Health Services
- Provide a basic orientation to all staff on the first day of employment and,
- within 30 days of employment provide all employees a formal in-depth orientation.
- reviewed annually and approved by the Regional Manager and shall be carried out under the direction of the facility Health Services Administrator.

SECTION D – HEALTH CARE SERVICES AND SUPPORT

2.28 Medical and Mental Health Pharmaceutical Operations

In accordance with NCCHC standards P-D-01 and MH-0-01, the Contractor shall:

- Ensure that pharmaceutical operations are sufficient to meet the needs of the inmate population and are in accordance with all local, state, and federal laws and regulations regarding dispensing, procurement, distribution, storage, and disposal of pharmaceuticals.
- Have an electronic pharmaceutical interface that fulfills the requirements specified in (See Section 2.63.2, “Electronic Medical and Mental Health Record Format and Contents”).
- Establish a Pharmacy and Therapeutics (P&T) Committee that shall:
  - Develop and submit a formulary that duplicates or is reasonably consistent with the Vermont Medicaid formulary to the DOC’s Health Services Medical Director or designee for review and approval 30 days after contract initiation.
  - Develop a list of essential and necessary medications to guide providers’ decisions regarding medication ordering, interchange and substitution.
  - Maintain compliance with the established formulary that is consistent with the Vermont Medicaid formulary list the available medications.
  - Be composed of actively practicing physicians, other prescribers, pharmacists, nurses, administrators, quality improvement managers, and other health service staff who participate in the medication-use process.

- Serve to evaluate, educate, and advise medical staff and administrators in all matters that relate to the use of medications.
- Approve the use of generic rather than brand medications, unless otherwise specified by the P&T Committee.
- Establish a process for the review and approval of all non-formulary requests by the contractor's Medical Director. In special cases, the DOC HSD may request a formulary over-ride.
- Conduct Medication Use Evaluations (MUE), investigations into adverse drug event (including monitoring and reporting), and the development of clinical care plans and guidelines.

- To the extent possible, provide medications through the 340(b) Drug Pricing Program in a manner consistent with Health Resources and Services Administration requirements (see http://www.hrsa.gov/opa/).
- Maintain a pharmaceutical stock inventory to include a par level which shall be established for each site to facilitate the initiation of pharmaceutical therapy upon the physician's order.
- Maintain and operate the current on-site pharmacies in DOC facilities and employ or retain by contract the services of a licensed pharmacist who shall provide consultation and Direct services to the contractor and DOC Health Services as required or requested.
- The State reserves the right to require the Contractor to use an alternative Preferred Pharmacy Vendor (PPV) of the State's choosing.
- Contract with one or more community pharmacies in close proximity to each correctional facility; these shall serve as Back up Pharmacies (BUPs) and shall include hospital pharmacies:
  - Direct staff to access the BUP only as needed as an occasional supplement to, not as substitution for the PPV, for the purpose of providing timely access to essential medications for which no substitute is available within the stock supply.
  - Establish a protocol for delivery of the pharmaceuticals from each BUP in a manner that **does not** utilize the contractor's or State's employees. The State understands that extraordinary circumstances may occur where use of contractor or state employees is unavoidable. The contractor will inform the DOC HSD prior to utilizing contractor or State employees to pick up and deliver pharmaceutics from the BUP to the DOC facility.

- Ensure the availability of all pharmaceuticals in the following manner:
  - Inmates with an **active** treatment/care plan shall have access to **all** prescribed medications in a manner that ensures minimal lapses in availability of the medication. Pharmaceuticals ordered to provide ongoing medications shall be considered **routine** with respect to PPV delivery; KOP schedules and facility administration timelines shall be adhered to.
  - Inmates with an **active** treatment/care plan for whom a **new** medication order is written must have the **new** medication made available as per the prescribers order (i.e., when available, stat, a specified shift, within a specified time frame, or according to the facility's medication administration routine).

- Ensure that pharmaceuticals are prepared, maintained and stored under secure conditions.
- Ensure that each site has adequate and proper supplies of antidotes and emergency medications to be administered, as needed, by appropriately trained staff.
- Ensure that addictive, abusable, and/or psychotropic medications are administered in crushed or liquid form, when indicated.
- Monitor monthly quality improvement (QI) of medication administration records and physician prescribing reports. Quarterly reviews will be completed by a consulting pharmacist using a Pharmacy & Therapeutics (P&T) format.
- Comply with security and training requirements of each facility and the Department of Corrections.
- Institute an automatic stop order system for certain categories of drugs (i.e., antibiotics, controlled substances, pain medications, all sedative-hypnotics).
- Administer medications as follows:
    - Routine administration shall occur within two (2) hours of the time medication is scheduled to be administered for an inmate's active treatment/care plan (Refer to Appendix 5.22, "Performance Metrics").
    - Stat medication administration shall occur within one (1) hour of the provider's order. (Refer to Appendix 5.22, "Performance Metrics").
    - New orders for medication for which a specific start time or date has been indicated to begin administration (for example " next day/week med pass, in X weeks or at completion of current order") shall be obtained for delivery and administered on the date specified within two (2) hours of the specified start time.
    - New orders for medications requiring administration on the same, next or a holiday which are not ordinarily maintained as stock or for which the stock supply has been depleted and will not be available within the PPV delivery schedule and because of this will require use of the BUP (order needed in less than 48 hours Mon-Fri and 72 hours Sat-Sun). will otherwise follow the two hour time window for administration of new and routine orders.

2.28.1 Guidelines for Prescribing and Monitoring

The following shall apply as minimal guidelines for pharmaceutical prescribing and monitoring:

- The prescriber [physician/ NP/PA/ psychiatrist/advanced practice nurse] will evaluate each inmate prior to re-ordering medications and document, as part of the inmate's electronic health record, the rationale for discontinuing or continuing the medication.
- Prescribers will adhere to best practice guidelines relevant to their area of practice related to the prescribing, follow-up and documentation of patient response to medications. DOC may require additional or alternate documentation as well.
- The contractor must provide written protocols for treatment of conditions requiring chronic use of narcotic prescriptions. These protocols should describe evaluation and management using a step-wise approach to pain control. The protocols shall be evidence based and include state guidelines (Act 75 and Vermont Medical Practice Board Policy; *Use of Opioid Analgesics and the Treatment of Chronic Pain).*

- The contractor shall adhere to rules for prescribing and monitoring opioids and buprenorphine placed into effect by Act 75 in 2013 and S295 in 2014.
- All contractor staff shall have access to and be expected to utilize the Vermont Prescription Monitoring System (VPMS) as described in ACT 75 and other State statutes.

2.28.2 Medications for Work Release Inmates

The Contractor shall:

- Ensure that work release inmates have access to all necessary medications.
- Make every effort to provide medications at a DOC facility, but may provide medications on a keep-on-person basis in accord with DOC policy and procedures.
- Within 30 days of contract initiation, develop a policy and procedure for providing access to and dispensing medications to inmates on work release programs. The policy/procedures will be reviewed and approved by the DOC HSD.

2.28.3 EHR and Meaningful Use

The contractor's EHR/EMR system shall minimally have the following components:

- **Capability of complying with 2014Edition EHR Certification General Criteria (170.302) (http://healthcare.nist.gov/use_testing/finalized_requirements.html).**
- **Drug-drug, drug-allergy interaction checks, including:**
  - Notifications - Automatically and electronically generate and indicate in real-time, notifications at the point of care for drug-drug and drug-allergy contraindications based on medication list, medication allergy list, and computerized provider order entry (CPOE).
- Adjustments - Provide certain users with the ability to adjust notifications provided for drug-drug and drug-allergy interaction checks.
- Capability of complying with 2014 EHR criteria for Computerized provider order entry (CPOE)) available to staff for the purpose of electronically recording, changing and accessing pharmacy and pharmaceutical data
- An electronic inventory process to ensure the availability of daily, stock medication and other necessary and commonly prescribed medications. The system shall be managed in such a manner as to ensure that costs are controlled and that the State is protected against the loss of pharmaceuticals through theft or other means

2.29 Medication Services

In accordance with NCCHC essential standards P-D-02 and MH-D-02, the contractor shall provide timely, safe, and sufficient medication services that are clinically appropriate.

The Contractor shall:

- Ensure that the mental health prescribing practices are consistent with corrections best practices, national guidelines and community practices where predicated on evidence based literature.
- Ensure that medications are prescribed only when clinically indicated.
- Monitor provider orders and require providers to review patient medication histories.

- Ensure that nursing staff have access to physician's on-call who may be contacted for a verbal order after health staff verifies an inmate's medication prescription.
- Ensure that providers sign all medication orders in a timely fashion consistent with Pharmacy board and other regulatory requirements for same; the contractor shall develop a process for electronic signing of verbal orders.

2.29.1 Medication Administration

The contractor shall:

- Maintain a medication administration system which meets the Vermont Department of Corrections' needs and minimally provides the following:
    - Medication administration program contains internal controls to provide for re-order prior to the expiration of the initial or renewal order, when required and thus ensure the provision of continuous pharmaceutical therapy.
    - A process for timely and appropriate transcription or order entry by nursing or other personnel as permissible by Vermont Statute or Board of Pharmacy rules and transmission of the order to the appropriate pharmacy.
    - Utilize stock medication whenever possible to provide the initial doses of the prescribed medication, pending arrival of the patient's individual order from the PPV or BUP.
    - Ensure that medication is administered during medication passes to inmates by nurses. Ideally med passes should occur two (2) times daily in keeping with the need to operate DOC facilities in a safe and orderly fashion.
    - Ensure that medications requiring alternate administration schedules are pre-approved by DOC Health Services Director. By no means shall the contractor use this as a reason to deny inmates access to essential medications at alternate times.
    - Adjust medication administration times when necessary (if KOP is not available or possible) to meet the needs of inmates who participate in work details or classes.
    - Ensure that medications are administered safely and expeditiously and that all personnel are appropriately trained in the process and procedure as well as possessing a basic understanding of medication side effects.
    - Ensure access to necessary OTC medications not available through the commissary OTC pharmacy during scheduled medication rounds and during RN and provider sick call, as needed.
    - RN shall use appropriate sick call pathways previously approved by DOC HSD.
    - Prompt signing of Pathways utilizing OTC medication which require signature of the site Medical Director or designee within 72 hours if medications are administered or provided by a nurse.

2.29.2 Transmittal to Pharmacy

The contractor shall:

- Transcribe all telephone or verbal medication orders onto an appropriate provider order form and electronic medication administration record immediately and follow the procedure for transmitting the order to the PPV within 4 hours.

- Immediately administer all 'stat' medication orders given verbally, by telephone, or in writing, and transcribe the order onto the appropriate provider order form (as needed) and medication administration record within 1 hour of administration and transmit the order to the PPV within 2 hours. Medications ordered stat shall in general be available on site.
- Start time Specified - All orders for medications not in stock for which a start time specified order of less than 24 hours is given and which require delivery from a BUP (order needed prior to PPV next delivery) shall be transcribed immediately onto the appropriate provider order form (for verbal or telephone orders) and medication administration record and transmitted to the PPV within 2 hours for relay to the BUP.
- Ensure that all routine and/or renewal medication orders are transcribed onto the electronic medication administration record and transmitted to the PPV within 4 hours or sooner upon the provider's order or request.
- Transcription and transmittal of medication orders to the PPV shall occur within timeframes noted as to ensure the delivery of medications from the PPV within 48 hours Monday through Friday and within 72 hours Saturday through Sunday.
- Document the administration of each medication on a medication administration record.

2.29.3 Inmate Refusal and Non-Adherence to the Treatment Plan

The Contractor shall submit a written protocol including within the following points for inmate misses or refusals at medication line. The protocol is to be approved by the DOC HSD.

The Contractor shall:

- Ensure that nursing staff document all instances when an inmate refuses a medication or is not available to receive a medication.
- Ensure that all staff are trained in obtaining signed refusals.
- If an inmate refuses or misses medication line for a specific medication three (3) consecutive times, each refusal or miss will be documented in inmates electronic health record and the inmate will be counseled by the nurse regarding the risk of non-adherence and required to sign a refusal form.
- For inmates who continue to be non-adherent, make a referral to a medical or mental health provider for counseling prior to discontinuation of the medication. Psychiatric medications should not be discontinued until the inmate has met with mental health staff to discuss the reason for which medications were originally prescribed, and the risks of discontinuation, or until such time as the inmate has refused to participate in such a discussion.
- Require the Director of Psychiatry to develop a list of critical psychiatric medications which when missed for a period of time may cause or contribute to a period or episode of acute psychiatric symptoms in a person previously in good control or displaying minimal symptoms.
- Maintain a list of inmates who are high risk for psychiatric destabilization when medications are missed inadvertently or deliberately and for any for whom non adherence becomes chronic; each nurse responsible for administering medications shall be required to refer to this list and to reconcile it with the MAR for inmates at the end of

each med pass; the names of inmates who have missed or refused critical psychiatric medications shall be provided to the Mental Health Provider on site for follow up.

2.29.4 Keep on Person Medications

The Keep On Person (KOP) program ensures that inmates receive prescribed medications in a timely and appropriate manner, promotes health and training in self-care skill to inmates and uses nursing resources productively.

The Contractor shall:

- Implement the State's self-carry (Keep On Person, KOP 2010) protocol in facilities where it is not in use and increase the utilization in those with limited use.
- Review and update the current lists of acceptable and not acceptable KOP medications included in the DOC Policy and ensure that employees involved in the administration of this program are familiar with the list to avoid the inadvertent release of medications that may be considered unsafe.
- Utilize the DOC KOP Policy to implement a self-medication/Keep on Person (KOP) program.

2.29.5 Direct Observed Therapy (DOT)

The Contractor shall:

- Provide sufficient training to staff to ensure that they understand the rationale for inmate adherence to medications prescribed for administration by DOT.
- Establish a process for **prompt** notification of the patient's provider when the inmate has been non-adherent to DOT medications (see Section 2.29.3).
- Establish a method for tracking the provider's response when an inmate has been non-adherent to DOT.
- Ensure that medical staff understand that this method must be accompanied by a visual mouth check which shall be performed by DOC custody and security staff.

2.30 Clinic Space, Equipment, and Supplies

In accordance with NCCHC important standards P-D-03 and MH-D-03, the contractor shall:

- Provide all **medical, dental and office** supplies necessary for the provision of health services however; DOC at its discretion may choose to obtain a separate contract for the provision of medical, dental and office supplies.
- Provide all necessary supplies and equipment to carry out the terms of the contract. Supplies will include, but not be limited to:
    - forms, books, health record folders and forms, pharmaceuticals, prosthetics, dental hand instruments, needles and sharps, special medical items, diagnostic devices, containers and medical waste receptacles, inmate education materials, personnel protective equipment, library of basic health reference books and program manuals at each site.
    - In addition, all necessary **office equipment and supplies** will be provided. Contractor shall make arrangements to have the necessary equipment and supplies

delivered to the Vermont Department of Corrections' facilities **within one (1)** month of contract implementation (date service delivery begins).

- In collaboration with security, ensure that the health services area is safe and sanitary for the provision of medical and dental care.
- Maintain all diagnostic equipment and patient items in working order, as defined by the manufacturer. The Vermont Department of Corrections will receive copies of all inspection reports for such equipment**.**

2.30.1 Inventory Control

In accordance with DOC Directive#416 and #417, Contractor shall:

- Ensure the implementation of a process and procedure for securing storing and providing inventory of all syringes, needles and sharps; these shall be stored and maintained within security regulations and guidelines set forth by DOC, NCCHC standards, VOSHA requirements, and CDC guidelines. The use of each needle, syringe or scalpel will be documented on a perpetual inventory record. All syringes, needles, sharps and dental instruments will be accounted for daily.
- Ensure that the procedure at a minimum includes the following;
    - At change of shift; two nurses will count all narcotics and any other items subject to abuse.
    - Correct count; each nurse will sign the control record.
    - Notification of the DOC Health Services Director, Contractor's Medical Director, Chief Nursing Officer and the State Correctional Facility Superintendent of all unaccounted-for discrepancies as soon as practicable, not to exceed **twenty-four (24) hours.**
- **Notify Drug Enforcement Agency (DEA) and Vermont State Police (VSP) where unaccounted discrepancies or loss of narcotics have occurred.**

2.31 Diagnostic Services

In accordance with NCCHC important standards P-D-04 and MH-D-04, the contractor shall:

- Ensure that on-site diagnostic services are registered, accredited, or otherwise meet applicable state and federal laws.
- **Ensure that the EHR meets requirements for computerized provider order entry.**
- Enable a user to electronically record, store, retrieve, and modify, at a minimum, the following order types:
    - Medications
    - Laboratory
    - Radiology/imaging

2.31.1 Radiology Services

The contractor shall:

- Provide radiology services on-site to the extent possible using mobile or other imaging services; when these services are not feasible or possible inmates will be referred off-site for most procedures.

- Ensure that X-ray equipment available for routine films at Southern State Correctional Facility is maintained up to required State and Federal standards for safe use.
- Ensure that the subcontractor shall use a board-certified radiologist to review and report findings of all diagnostic studies in a timely manner.
- Ensure that all **positive/abnormal findings** will be communicated verbally, electronically or otherwise to the appropriate provider or his/her designee by the **radiology services provider preferably sooner but no greater than** three (3) working days; verbal notification is to be followed up by a written notice of findings within seven (7) working days.
- Ensure that in the event of a positive or abnormal finding that a plan of care including patient notification shall be entered into the patient's record within ten (10) working days of receipt of the report.
- Ensure that the ordering provider, site-Medical Director or medical designee reviews, initials and dates all radiology reports within a timely fashion but in any event no greater than seven (7) work days.
- Document and maintain all radiology reports in the inmate's health record.
- Inform inmates of-results in a timely manner, or no greater than fourteen working days (14) for **normal f**indings. Documentation of the discussion with the inmate and provider regarding x-ray/diagnostic study results will be noted in the inmate's medical record as a progress note.
- Utilize an RN to provide the inmate with results of normal/routine x-rays but this visit should not replace follow up with a medical provider where needed required or requested by the inmate.

2.31.2 EKG Services

Contractor shall provide:

- On-site EKG services.
- All necessary elements relative to the provision of testing and maintenance of EKG equipment.
- Immediate reading and reporting of results of EKG.
- The capacity for over reading of abnormal EKGs by an individual licensed and or certified to do so.
- Adequate training of Nursing personnel required to perform EKGs and communicate EKG results.

2.31.3 Ancillary Services

Contractor shall:

- Establish and maintain a comprehensive range of ancillary support services.
- Identify the need; coordinate all supporting diagnostic examinations, both inside and outside the State correctional facilities.
- Ensure that all subcontractors meet National, State and local licensure, certification or credentialing as required and provide proof of professional liability insurance as per the contract for Business Associates and are registered, if applicable, to do business in the State of Vermont.

2.31.4 Laboratory Services

Laboratory service will meet all National (American College of Pathology) and State of Vermont requirements and standards for medical pathology. Laboratory testing performed on-site or off-site will be in compliance with the Clinical Laboratory Improvement Amendments (CLIA) of 1988 or as amended.

Contractor shall:

- Contract with a laboratory to provide full laboratory services and diagnostic testing, including but not limited to:
  - A full and detailed lab manual which shall note instructions in all areas of specimen collection, handling and processing, including but not limited to:
    - Available routine, stat and special tests.
    - Turn-around times.
    - Safe storage and transportation of specimens.
    - Critical values reporting.
    - Special chemistry and toxicology analysis.
    - Location of Reference laboratories for tests not conducted by the primary lab contractor.
  - Timely pickup and delivery, and accurate reporting within a reasonable time frame, to be determined.
  - An electronic or written log to document the type and number of specimens sent, and those returned.
  - Develop and implement a lost specimen procedure to ensure immediate reporting so that the lab test may be repeated.
  - Develop and implement a process for physicians to review, date and initial laboratory results in a timely fashion.
  - A procedure to ensure timely review of lab/diagnostics in the event of provider absence.
  - Ensure that once reviewed, the results will be filed in the inmate's electronic health record.
  - A process for informing inmates of the results in a timely fashion.
  - When discrepancies exist, a process whereby physicians will reevaluate the inmate and re-order the laboratory tests, as appropriate.

2.31.4.1 Special, Stat and Critical Lab Results

The contractor shall:

- Ensure that appropriate policies and procedures are implemented for the purpose of timely reporting and processing of critical values and shall also include, but not be limited to other non-routine or special lab tests.
- Ensure these policies and procedures are in-place no greater than three (3) months after the implementation of this contract.
- Ensure that all relevant staff are knowledgeable regarding said policies and procedures.
- Ensure that the policy and procedure addresses the handling of "stat" labs drawn on-site including timely pick up and result reporting.

- Meet all requirements of the State of Vermont for HIV specimen handling, testing and reporting.

2.32 Hospital and Specialty Care

Under no circumstances shall Contractor limit or delay access to specialty services for inmates identified as requiring this care. If the DOC believes that the Contractor is not providing specialty services in a timely fashion, the DOC's Health Services Director and the Contractor's Medical Director shall review and resolve all disputes. Should the resolution find in favor of the inmate's need for specialty services, the DOC Health Services Director and Contractor's Medical Director shall also agree upon a target date when services will commence.

In accordance with NCCHC important requirement J-D-05 and P-D-05,
Contractor shall:

- Sub-contract or maintain written agreement(s) with one or more local hospitals to provide emergency services to inmates on a twenty-four (24) hour basis and inpatient hospitalization for all inmates in custody subject to the conditions described in the final contract.
- Arrange for Advanced Cardiac Life Support and Basic Life Support transportation with local EMS and/or private ambulance services.

2.32.1 Specialty Outpatient Services

Contractor shall:

- Develop a network of qualified medical specialists to provide inmates with necessary access to necessary health services. Contractor shall enter into written agreements with said specialists who practice in the local areas.
- Provide the DOC Health Services Director with a list of all specialists to be utilized.
- Shall ensure that the provider network has sufficient specialists in all areas including but not limited to GI, ID, Cardiovascular disease, Nephrology, Pulmonology etc. to provide for the needs of inmates within the custody of DOC treatment may be coordinated through the Infectious Diseases Unit at Fletcher Allen Health Care or other community provider specializing in the care of Infectious diseases. The Contractor shall make every reasonable effort to comply with the clinical management protocols for inmates who are HIV-positive, as directed by the Infectious Diseases providers, including provision of pharmacologic therapy, as clinically indicated.
- Adhere to the final decision made in disagreements over specifics of care which shall be resolved by the DOC's Medical Director.
- Facilitate transitions of care for inmates with HIV/AIDS who are entering or being released from the correctional system; this shall be accomplished through a coordinated effort between the contractor and the VDH (VMAP).
- Arrange whenever possible for qualified medical specialists to visit the facilities so that inmates may be maintained within the security of the facility. If necessary, an outside referral will be made for services that cannot be provided at the facility.
- To the degree possible, arrange for diagnostic testing to be performed on-site.

- Ensure the implementation of an effective specialist referral process which shall include the advance provision of all pertinent information necessary for timely diagnosis and treatment. The medical specialist will receive diagnostic testing results, substantive patient history and clinical findings, in the form of a written referral. Every effort should be made to send pertinent information prior to the inmate's consultation.
- Be responsible for scheduling, authorizing and coordinating all specialty services.
- Coordinate the movement of inmates to off-site appointments with the DOC superintendents and/or their designees.

2.32.2 Optical Services

Contractor shall:

- Identify the needs of inmates for optical services by ensuring that inmates requesting health services for visual problems are evaluated in a timely manner using the Snellen eye chart by nursing personnel.
- Ensure that when a visual deficiency beyond 20/40 is identified, the inmate will be referred to Contractor's optical service provider in a timely manner.
- schedule and coordinate appointments and pay for the dispensing, evaluation, and fitting services of an optometrist.
- Ensure that **all monocular** inmates are offered referral to the optometrist for discussion of vision preservation without regard for visual acuity by Snellen testing.
- **P**rovide one (1) set of eyeglasses to inmates as ~~if~~ prescribed and deemed necessary by the optometrist.
- Ensure that inmates shall be eligible to receive follow-up eye exams every two (2) years.
- Provide a mechanism to ensure that the cost of replacement of lost or damaged prescription eyewear due to the inmate's negligence shall be the inmate's responsibility. DOC recognizes that some cases (indigence) may require an alternate approach.
- Contact lenses and tinted lenses will be provided by the Contractor only in response to a verified medical need and not for cosmetic purposes.

2.32.3 Off-Site Visit Care Coordination and Follow-Up

The contractor shall:

- Ensure that all inmates returning from outside hospital stays or clinic visits are seen by a medical professional in a *timely fashion following return. The purposes of this visit are as follows:
    - Discussion between the provider and inmate of the outcome of the visit
    - Ascertaining the inmate's understanding of information given to him/her
    - To determine if further visits or diagnostic testing has been advised
    - To review any available consult notes
- Implement a system-wide process and procedure to include timelines for follow-up of visits including but not limited to:
    - Hospitalizations and all other off-site services
    - Laboratory testing and diagnostic tests and procedures. The contractor should refer to Radiology follow-up Section 2.31.1 for timeliness of result reporting and use of RN for informing the inmate of the results

- Submission of the process and procedure to DOC HSD for approval within 3 months of contract implementation

- Require a progress note be entered into the patient's record as documentation that the visit occurred or did not, should the patient refuse or the visit was cancelled.
- Ensure that an inmate's medical chart accurately reflects and documents services provided by the outside health care provider(s).

2.32.4 Timeliness of Off-Site Visits

Under no circumstances shall Contractor limit or delay access to specialty services for inmates identified as requiring this care. If the State believes that the Contractor is not providing specialty services in a timely fashion, DOC's Health Services Director and the Contractor's Medical Director shall review and resolve any dispute.

In the event the State provides more than one hundred (100) inmate trips Statewide for medical purposes of a non-emergent nature in any calendar month**,** a sum twice the equivalent of a typical ambulance transport ($650 x 2 = $1,300) shall be imposed against the gross monthly payment due to the Contractor for the additional trips over 100. (Note – this standard is repeated under the "Performance Incentives" section 2.73.)

2.33 Psychiatric Services

Contractor shall provide a full range of evidence-based, trauma informed culturally sensitive and age- and gender-specific psychiatric services, including:

- Diagnostic evaluations.
- Oversight of individualized treatment planning.
- Prescription and management of psychotropic and mental health related medications in accordance with evidence-based, best practice standards. Medication management shall include meeting with inmates, assessing and following their medication needs, consulting collateral sources, education of inmates regarding the risks of non-compliance or discontinuation of mental health medication, and same day completion of all required forms and documentation related to these activities and maintenance of an accurate database to track utilization of medications.
- Participation in planning and providing for the needs of inmates with symptoms of acute mental health deterioration upon entry into the Department of Corrections or at any time thereafter.
- Participation in developing and implementing suicide prevention strategies.
- Development of initiatives to reduce the use of seclusion, segregation and restraint.
- Participation in involuntary medication proceedings.
- Participation in the identification and treatment of inmates who are seriously functionally impaired.
- Participation in discharge planning.
- Collaboration with all DOC divisions/staff both Facility and Field (ex. Community High School of VT) in developing support plans as required for the provision of services to SFIs.
- Coordination of any admission to or discharge from DOC's Intermediate Care and

Secure Care Units at the Southern State Facility, Mental Health Unit for Women at Chittenden Regional Correctional Facility or other placement of inmates away from the general population due to mental health conditions or behaviors.

2.33.1 Inpatient Psychiatric Care

Contractor shall:

- Participate as necessary in the psychiatric evaluation of inmates who are potentially in need of admission to the Vermont State Hospital or its successor institutions.
- Communicate regularly with any designated representative of the Department of Mental Health regarding the needs of such inmates.
- Complete all necessary documentation related to such admissions.
- Communicate directly with medical staff at the receiving institution to support continuity of care.

Upon discharge from a psychiatric hospital and return to incarceration of an inmate, a member of the Contractor's psychiatric staff shall:

- Communicate directly with the physician of record at that institution.
- Communicate as necessary with facility level medical and mental health staff and with facility administration to ensure continuity of care and safety.

SECTION E – INMATE CARE AND TREATMENT

2.34 Information on Medical and Mental Health Services

In accordance with NCCHC essential requirements P-E-01 and MH-E-01, Contractor shall:

- Ensure that, at the time of initial intake, each inmate will be given a health services orientation and information on how to access health services while in the facility
- Ensure that inmates receive the following information:
  - Health services in segregation.
  - Routine health services for female inmates.
  - The Department's ADA directive.
- Train and require all staff to comply with the Department's ADA policy #371.01 (see Appendix 5.06) to ensure proper accommodation for all inmate's with physical and/or other disabilities.
- Provide inmates with a copy of the Inmate Handbook in a language (English, Spanish, or any other predominant language in the inmate population), literacy level (5^{th} grade level) and format that is readily understandable to the inmate.

2.35 Receiving Screening

Approximately 15,000 receiving and transfer screenings are conducted annually. The Department will provide more detailed data related to intakes and transfers at the bidder's conference.

In accordance with NCCHC essential standards P-E-02 and MH-E-02, the Contractor shall:

- Conduct a receiving screening on all new commitments.

- Conduct a screening by a qualified health care professional upon admission or no greater than 4 hours following admission in accordance with written policies and procedures.
    - Obtain a signed inmate authorization for treatment.
    - Obtain a signed release of information authorization form.
    - Provide written and verbal explanation of ADA, and obtain inmate signature following provision of information on ADA accommodation.
- Use a standardized, uniform screening instrument (to be agreed upon by the parties and introduced during the implementation phase) at all sites. At a minimum, the screening instrument will include:
    - Date and time of completion.
    - Title and signature of individual completing the screening.
    - Inquiry into current and past illnesses, serious infections, health/mental health conditions, and special health (including dietary) requirements.
    - Recent symptoms of communicable disease.
    - Past or current mental illness, including hospitalizations past history of trauma and/or sexual assault/abuse.
    - History of or recent suicidal attempt or ideation.
    - History of participation in special state programs or services for mental illness or special needs (e.g. Community Rehabilitation and Treatment (CRT), DAIL, SSDI, Mental Health or Substance Abuse Court(s) etc.).
    - Current disability and need for accommodation per ADA Directive.
    - Medications taken (including last dose) and name of pharmacy for verification within 4 hours of admission, Mon-Saturday, from 9:00 AM-8:00PM, and within 24 hours at other times. The contractor shall:
        - Verify any medications though electronic health record system or other interface or via call to inmate's pharmacy.
        - Establish a process whereby the Nurse communicates with on-site or on-call MD and 'presents' inmates case, including name, DOB/age, pertinent information from receiving screen, pharmaceutical needs, current substance/alcohol use and history. This communication must occur regardless of whether medications can be verified in the following patients; those with a chronic active medical or psychiatric illness, detoxing, withdrawing, pregnant, and exhibiting acute signs and symptoms of any kind.
        - The Medical provider will then decide on the basis of information communicated and obtained through further questioning of the nurse the following-disposition of the inmate; med regimen; diet, etc. Medication regimen will include the manner in which the inmate's medications should be provided/delivered- stat, start time specified, or routine. The MD will communicate that decision to the nurse.
        - Require the MD to use clinical judgment as to whether it is in the patient's best interest to make a reasonable substitution using available medications pending delivery from the Contractor's PPV or the BUP in

certain circumstances where this may be warranted (inmate late arrival, BUP not open, inclement weather etc.).
        - Follow the pharmaceutical substitution algorithm or list developed by the P&T Committee.
    - For females:
        - Date of last menstrual period
        - Date of last pap smear
        - Date of last mammogram
        - Current and/or past pregnancy
        - Other gynecological problems
    - Routine medical treatment
        - For detainees who are enrolled in policies purchased through the state/federal exchange, the contractor shall submit claims for all health services provided in the correctional facility to the detainees' insurance company for processing.
    - Use of alcohol and other drugs (including last use), any history of associated withdrawal symptoms or detoxification needs.
    - Administration of a Tuberculin skin test at admission and reading of the results within 48-72 hours.
- Particular attention must be paid and protocols provided to address the needs of inmates relevant to detoxification and withdrawal services.
- Observation of the following:
    - Appearance
    - Behavior
    - Skin (i.e., Tattoos, rashes, identifiable markings, tracks, lesions)
    - Mood
    - Affect
- Discussion of voluntary testing for HIV/AIDS (see attached Centers for Disease Control and Prevention HIV Testing Implementation Guidance for Correctional Settings January 2009) and Hepatitis C.
- Adhere to the MOU between VDOH and VDOC with regards to the testing of inmates HIV/AIDs during the initial health assessment.

In addition to the receiving screen, the Contractor shall ensure that:

- When the results of the receiving screening identify clinically significant findings, an initial assessment (See Section 2.37 and 2.37.1) shall be completed as soon as possible but no later than 2 working days after admission.
- All inmates with questionable health conditions are medically cleared before being sent to the general population.
- Inmates with non-emergency conditions are referred to the general population with appropriate follow-up referrals established, if necessary.
- Inmates requiring immediate intervention will be referred to the appropriate health (on-call, if appropriate) and/or mental health staff for evaluation and treatment.

- Referral of the inmate for special housing, emergency health services, or additional medical specialists will be made as appropriate.
- DOC facility staff are notified of all inmates requiring special housing or having activity restrictions.
- Disposition of inmates is clearly noted on the screening form.
- The receiving screening findings will be recorded on a uniform, standardized electronic form that captures essential baseline health information.
- The intake form will be included in the inmate's health record. The form will be in compliance with all state and national standards.

2.36 Inter/Intra-System Transfer Screening

In accordance with P-E-03 and MH-E-03, a transfer screening will be performed.

The Contractor shall:

- Ensure that appropriate clinical staff review the transfer form upon the inmate's arrival and all health and mental health records or **summaries** within 12 hours of transfer; the initial review can be conducted by a nurse.
- Ensure that all staff conducting IRS and initial clinical reviews of health records and other patient information is appropriately trained in recognizing and reporting to the medical or psychiatric on-call or on-site provider clinically important findings including those in a patient's medical record or as reported by the patient, observed or elicited by the nurse during a clinical encounter.
- Ensure that all staff document information obtained as part of the review in the inmate's EHR or OMS where appropriate (Alerts, Holds, Conditions, Accommodations).
- Ensure that inmates who have not undergone an initial Intake and Receiving Screen (IRS) shall be provided one within 12 hours of transfer and referred to the medical provider for an initial health assessment including a history and physical exam.
- Ensure that inmates are referred to a MHP for acute MH needs or as part of an on-going plan of treatment.
- Ensure that mental health professionals review information in the OMS fields which were derived from the initial needs survey as well as the nursing screen medical screening.
- Ensure that mental health providers refer inmates for scheduled follow-up or refer for mental health services with psychiatrist or APRN based on the screening information and any other relevant information.

2.37 Initial Health Assessment

In accordance with NCCHC essential standard P-E-04 "full population assessment", the Contractor shall:

- Obtain a written authorization for health evaluation and treatment from the inmate and witnessed by health service personnel, if consent has not been obtained prior to this time.
- For inmates housed in the Vermont Department of Corrections, a licensed nurse practitioner, physician's assistant, or MD will complete a health history and physical exam no later than seven (7) calendar days of the inmate's arrival to the facility.

- The health assessment form will become part of the inmate's permanent electronic health record, and at a minimum, will include:
    - Date and time of completion.
    - Signature and title of individual completing the assessment.
    - A documented review of the receiving screening results.
    - The collection of additional data to complete the medical, dental, and mental health histories that were started at intake.
    - Vital signs.
    - Adult BMI Assessment.
    - Laboratory and/or diagnostic tests for communicable and infectious diseases (See Section 2.13).
    - Pap tests.
    - Physical examination.
    - Immunization history and administration, when appropriate.
    - The completion of an initial problem list and a diagnostic and therapeutic plan that addresses each problem.
- Attempt to communicate and coordinate with community providers who treated the inmate prior to incarceration.
- Complete the health assessment on a uniform, electronic, standardized form (to be agreed upon by the parties and introduced at all sites during the implementation phase**).** The intake form will be in compliance with all state, national and NCCHC standards and included in the inmate's electronic health record.
- Provide all inmates with the opportunity for HIV testing and brief counseling during the initial health assessment; this shall be undertaken as per an agreed upon protocol between VDOH and VDOC (under development at the time of this RFP).
- Receive approval from the Medical Director for additional diagnostic procedures and testing, such as a urinalysis, when clinically indicated.
- Inform the Superintendent or his/her designee when any aspect of an inmate's physical or mental status may affect housing or work assignments or create a potential for violent, self-injurious or suicidal behavior. The disposition of inmates not medically suited for confinement in general population will be discussed with the Superintendent or his/her designee.

2.37.1 Clinically Significant Findings

When the results of the health assessment indicate that the inmate requires further medical or psychiatric evaluation or treatment, the contractor shall:

- Initiate appropriate referrals for follow-up and evaluation. The inmate will be referred to the appropriate medical or psychiatric provider or emergency center if needed.
- The specific timeframe for the follow-up care will be as follows:
    - Routine health issues – within 7 days of the health assessment (or as required by the inmate's treatment plan)
    - Urgent health issues – within 24 hours of the health assessment (or less if required by the severity of the case)
    - Emergent health issues - Immediate

2.37.2 Health Assessment for Re-Admitted Inmates

For re-admitted inmates who received an in-custody health assessment within the previous (180) calendar days, the most recent intake screening, the prior health assessment and laboratory results shall be reviewed. The physician will determine if a complete health assessment (H & P) is necessary. The extent of the health appraisal will be determined as per the DOC memo entitled Intact Health Assessments Maintenance and Prevention Visits – see policy folder.

2.37.3 Inmates with Chronic Disease

Inmates found to have chronic disease(s) at the time of the initial health assessment may have a written treatment plan developed and implemented during initial encounter. In conjunction with the inmate at the time of the routine health visit the provider shall develop a comprehensive treatment plan. The next scheduled CD visit would occur 90 days or less from the date of the health assessment/initial CD visit. Abnormal lab or other diagnostic work ordered at the health assessment should be discussed by the provider in a scheduled follow up visit with the inmate.

2.38 Receiving Screening for Mental Health Needs

Approximately 11,000 receiving and transfer screenings are conducted annually. The Department will provide more detailed data related to intakes and transfers at the bidder's conference.

In accordance with NCCHC essential standard MH-E-02 and DOC Directives #361-361.01.05, the Contractor shall:

- Make comprehensive mental health services available to all inmates who require them.
- Provide services which are designed to facilitate and enable the delivery of mental health care services to inmates in Vermont in a manner which is trauma-informed and gender responsive.
- Provide a mental health receiving screening by trained medical/mental health staff at the time of admission for all inmates to identify those inmates that are mentally unstable, suicidal, or otherwise in urgent need of clinical intervention.
- Utilize a receiving screening tool (that has been approved by the DOC HSD) to capture, at a minimum, the requirements specified in NCCHC essential standard MH-E-02.

2.39 Mental Health Assessment and Evaluation

In accordance with NCCHC essential standard MH-E-04, all inmates with a positive response for mental illness during the initial mental health screening will be referred to a qualified mental health professional for further evaluation. The mental health assessment will be completed by a qualified mental health professional and reviewed by the lead psychiatrist or advanced practice nurse at the facility. If this assessment results in the diagnosis of a mental health disorder consistent with DSM 5, an individualized treatment plan will be formulated.

2.39.1 Supervision of Mental Health Personnel

Contractor shall provide appropriate clinical and administrative supervision of all activities involving direct or indirect services provided by the contractor's psychiatric staff members. The

amount and type of supervision is dependent, in part, on the credentials of providers performing specific services. For instance, the use of clinical nurse practitioners with prescriptive authority is permitted under Vermont law and commonly practiced in Vermont Corrections. It is required that such practitioners have a supervising or consulting psychiatrist. Additional supervisory duties include regular meetings and phone consultation with the Department of Corrections' Health Services Director and/or her/his designee to address systems issues and problems, policy matters and program development.

Contractor shall provide clinical and administrative supervision to all behavioral mental health professionals, recreation therapists, or other members of the mental health staff, whether independently licensed or not. Supervision shall be provided by a professional whose credentials and experience are similar to or at a higher level than the staff member under supervision. This supervision must include but need not be limited to individual meetings.

2.39.2 Mental Health Assessment

Using a standardized reporting format, the initial mental health assessment will include:

- Date, time, signature, and title of individual reviewing the INS and receiving or transfer screening results, and a review of any record of previous mental health services provided in the current or prior incarcerations.
- The collection of health data specified in NCCHC essential standard MH-E-04 and the following information:
    - A release signed by the inmate to obtain information from the inmate's community provider or a statement signed by the inmate and qualified mental health professional stating why this is not being done.
    - Current diagnosis, as verified by community-based providers.
    - Relevant psychosocial history, including trauma history.
    - Patient's report of any current community diagnosis.
    - QMHP's provisional diagnosis.
    - Functional assessment.
    - Current situational stressors.
    - Mental status examination.
    - Formulation of an individualized treatment plan, including the initiation of therapy and the ordering of other tests and examinations, as clinically appropriate.
    - A referral for substance abuse or risk reduction services, as clinically indicated.
    - Screening for cognitive functioning.
    - Referral to a psychiatric provider for assessment as clinically indicated.

The contractor shall ensure that:

- The mental health assessment form will become part of the inmate's permanent electronic health record.
- The mental health assessment and evaluation will be conducted in a coordinated fashion with other medical services at each site, according to timeframes that insure the safety and timely treatment of all inmates.

- Emergency – Inmates in need of immediate medical/psychiatric attention are transferred to a specialty unit (community or DOC) capable of providing 24-hour observation and care (See Section 2.53) and, as needed, placed on suicide watch until more suitable arrangements can be made and/or a complete mental health assessment is conducted.
- Urgent – Inmates who are determined by screening to be at heightened risk of self-harm will be placed on close observation and will be assessed by a qualified mental health provider not later than the next working day. Inmates who screen positive for serious mental illness and/or are on psychotropic medication will receive a complete mental health assessment within 48 hours.
- Non-emergency – Inmates who request routine mental health services or who are identified at screening as needing a mental health or substance abuse evaluation will receive a complete mental health assessment in 7-14 working days of intake and a substance abuse assessment within 30 days.
- All inmates who are currently taking any prescribed mental health medication upon intake will be psychiatrically evaluated and, if medically indicated, those medications will be made available to the inmate in accordance with established protocols.
- When the results of the mental health assessment indicate that the inmate requires further treatment, an individualized plan of care will be created within 7-14 days. The treatment plan should represent collaboration among the inmate, psychiatric, behavioral health, and other relevant staff. The treatment plan will identify at least the following elements:
    - The problem or condition(s) to be addressed
    - Goal of treatment
    - Duration/Expiration of the current plan
    - Objectives to be pursued during the duration of the current plan
    - Type and frequency of care to be provided
    - Patients expected participation
    - Observable measurement of whether objectives have been achieved, in whole or in part.
    - Specific interval and duration of the follow-up care. The follow up must occur every 90 days or less. In the case of a referral to the psychiatric provider, the final treatment plan will reflect any resulting diagnosis by that provider, and on any other significant current treatment needs.
- Treatment plans will be reviewed prior to their expiration, with documentation indicating completion, renewal or revision of the treatment plan.

2.39.3 Mental Health Assessment for Re-Admitted Inmates

For re-admitted inmates who received a mental health assessment within the previous ninety (90) days, the prior mental health assessment shall be reviewed by the qualified mental health professional to determine if a complete mental health assessment is necessary. In any event, however, significant circumstances within the past 90 days and current mental health status should be reviewed and documented.

2.40 Oral Care

In accordance with NCCHC essential requirement P-E-06 and DOC Directive #352, oral care, under the direction and supervision of a dentist licensed in the state of Vermont, will be provided to each inmate.

The Contractor shall:

- Provide access to dental services in accordance and compliance with the following standards/rules and guidelines:
  - American Dental Association (ADA)
  - Vermont Board of Dentistry
  - Center for Disease Control (CDC) standards
  - Occupational Safety and Health Administration standards
  - Department of Vermont Health Access
  - DOH standards and other applicable VT state law
- Provide a manual of dental operations, a written general orientation for all dental staff as well as one specific to their job duties; detailed training guide; performance evaluation tool.
- Provide a schedule, by facility, to the DOC with the hours that dentists will be minimally available on-site to see patients (i.e., exclusive **of time used for set-up** and dismantlement of equipment and for administrative activities). The hours across all facilities must be sufficient to meet the needs of the population; and wait list shall not exceed 14 days unless for cause.
- Minimally provide on-site dental services which include preventive and restorative care at each correctional facility.
- Respond to Urgent dental care requests within 24 hours.
- Respond to Routine care requests within 28 calendar days.
- Inmates with true dental emergencies (i.e. facial fractures, uncontrolled bleeding, and infections not responsive to antibiotics) should receive immediate medical care, which may include emergency transportation to an inpatient facility.
- Employ sufficient dentists and dental assistants to meet the needs of the Vermont correctional inmate population. All dentists must be licensed to practice in the State of Vermont and be otherwise appropriately trained and credentialed.
- Employ a licensed dentist who shall serve as the Dental Director for the purpose of providing clinical services as well as clinical and operational oversight to the dental program.
- Ensure that a mandatory program of orientation and training or all dental staff as shall be detailed in a manual or other document to be provided to DOC no less than three (3) months after the contract start date. It shall minimally include the following:
  - Dental Services in Corrections inclusive of the DOC Dental Directive
  - Infection control practices in the dental suite
  - Operational requirements and Maintenance of the dental operatory
  - Blood Borne Pathogens training including Exposure of Concern protocol
  - Record-keeping including inventory control of sharps, tools and waste disposal, autoclave

- Ensure that all dental assistants who have trained informally on the job (OJT) shall not work without direct supervision by another trained and proficient dental assistant until they demonstrate proficiency with all job duties.
- Ensure that direct supervision will be provided for a minimum of 3 weeks or until such time as the 'trainee' has shown, by direct observation and exam that he/she is proficient at performing all job duties and tasks required to provide patients services and maintain the operatory in a manner compliant with acceptable standard (ADA, CDC, OSHA, etc.).
- Ensure that any sub-contractor arrangements with dental providers shall be in conformance with Vermont Statute 26 V.S.A. Chapter 13 § 722 (See appendix).
- Within 14 days of admission, conduct an initial dental appraisal and instruction in oral hygiene. If the Contractor is unable to provide on-site assessment, screening and/or treatment within these timeframes, inmates shall receive services through local community dentists, with costs for these services, including transportation, borne by the Contractor.
- In the case of a re-admitted inmate who has received a dental examination within the past six (6) months, the Contractor shall assure that a licensed dentist determines the need for an additional dental evaluation.
- Provide in-service trainings by a licensed dentist under contract or employed by the Contractor to nurses who perform dental screenings and oral hygiene instruction.
- Develop a process whereby inmates may request dental services by submitting a sick call request. Nurses will triage the requests (see Section 2.41) and submit them to a licensed dentist. Inmates will be seen based on the list of dental priorities.
- Refer inmates who require treatment beyond the capabilities of the Contractor's licensed dentist to a dental specialist in the community where one can be located that is willing to provide services.
- Provide dental prostheses as determined to be necessary by the dentist using the established DOC Directive.

2.41 Nonemergency Health Care Requests and Services

In accordance with NCCHC essential standards P-E-07 and MH-E-05, the contractor shall ensure that all inmates have daily opportunities to request health, mental health, and dental care. All requests for services will be documented and reviewed for immediacy of need and interventions that are required to address the need.

The Contractor shall:

- Implement a sick call system that provides inmates with unimpeded access to health services.
- Utilize an established, unimpeded, secured sick call boxes located within each housing unit for inmates to deposit their requests for sick call services.
- For inmates who do not have access to the sick call boxes, establish alternative arrangements will be made for filing sick call requests (i.e., inmates in segregation or lock-down units). Nursing staff will conduct daily, visual rounds to assess the inmates' need for health care services.

- Where possible, respond to sick calls according to the facility schedules shown in Appendix (Correctional Facility Profiles).
- Have a process for nursing personnel to collect, triage, and respond to health care requests based on need within 24 hours.
- Ensure that Registered Nurses demonstrate that they possess the skill set to perform triage. Training and appropriate supervision shall be provided to nursing staff to assure a system that is safe and effective.
- Provide same-day (24 hour) response for inmate requests for health care services that are determined by the triage process to be urgent in nature.
- During weekdays, when clinically appropriate, have a qualified health care professional see the inmate within 24 hours after the request has been triaged. Therefore, non-emergent, triaged health care requests will be seen within 48 hours.
- During weekends, make a good faith effort to meet the same standard as for weekday review and response times for non-emergency requests. Triaged requests for health care services during the weekend will be seen within 72 hours.
- Conduct physician sick call per a posted schedule determined by facility needs and in a manger that complies with the requirements described above and in a manner that supports timely follow up of inmates triaged by nursing and determined as in need of provider referral. *The schedule must be approved by DOC HSD*.
- Monitor sick call responses/grievances as part of the CQI process.
- If the inmate's custody status precludes attendance at sick call, implement appropriate measures to provide access to health services.
- Develop new protocols or implement current ones that include the use of over-the-counter medications which can be provided to inmates by a Registered Nurse. All protocols shall be reviewed and approved by Health Services Division Director and/or Chief Nursing Officer prior to implementation.
- The Contractor shall implement a process that provides inmates with a limited supply of over-the-counter medications as a result of a sick call encounter with a Registered Nurse. The provision of over-the-counter medications will be documented in the inmate's health record.
- Make available a limited number of over-the-counter medications available for purchase in the inmate commissary.
- If the inmate's condition at the time of nursing triage or assessment requires emergency care and/or services beyond the ability of the nurse and/or the established nursing protocols, require the nurse to discuss the inmate's problem with the on-site or on-call provider who will then refer the inmate for further evaluation and treatment as needed.
- *Ensure that under no circumstances should the care of the inmate in need of urgent or emergent care be deferred or unnecessarily delayed pending discussion with management or supervisory staff.*

Regarding the Sick Call Request Form, the contract shall:

- Utilize a three-part sick call request form that allows the inmate's request, triage and disposition information, and the health encounter to be documented all on one form.
- Print the form on no carbon required (NCR) paper to provide additional copies.

- Keep one copy by the inmate at the time the request is submitted.
- Keep the second copy to be used for a variety of purposes. For example, if the inmate's request does not require a health encounter, a written response will be documented on the form and a copy will be returned to the inmate.
- File the original as part of the inmate's permanent record.
- Transfer the information contained on the sick call request to the inmate's electronic health record.

2.42 Emergency Services

In accordance with NCCHC essential standards P-E-08, MH-E-06, the contractor shall provide 24 hour per day, 365 days per year emergency medical, mental health, and dental services.

The Contractor shall:

- Report all serious or life-threatening injuries or mortality **immediately to the DOC Health Services Director.**
- Have mental health (psychiatrist/advanced practice nurse) and medical (physician or mid-level), and dental telephone on-call coverage as well as specific written policies and procedures to address emergency response and the emergency transfer of inmates at each facility.

2.42.1 Sentinel Events

Morbidity and Mortality Review Timeliness

- Morbidity and Mortality events are also referred to as Serious Reportable events (SREs) and are defined in DOC QA/CQI procedures (see appendix).
- The Contractor shall coordinate with the State in the acquisition and submission of all relevant information concerning the death or other SRE of any inmate within ten (10) working days of the death, unless extenuating circumstances require law enforcement investigation. This shall include preparation of mortality reviews and other requirements mandated by DOC, NCCHC standards, state policies, and state and federal laws. Should a law enforcement investigation be required, the DOC shall extend the timeframe for completion of the mortality review, notifying Contractor of the revised mortality review due date. Should Contractor fail to acquire and submit information before or on the due date, or meet NCCHC standards, state policies, state and federal laws governing mortality reviews, a holdback of up to $2,500.00 per occurrence may be taken.
- The contractor staff shall participate in all morbidity (Serious reportable events) reviews, Root Cause Analyses (RCAs) upon DOC request and as otherwise stipulated.

2.42.2 Emergency Medical Services

The contractor shall:

- Provide emergency medical services for inmates, employees, contractors, and visitors for assessment, stabilization, and referral.
- Provide staff with emergency response training in the following, but not limited to:
  - AED.
  - Ambu bags.

- Suction devices.
- Other essential equipment for resuscitation and stabilization of inmates pending arrival of community EMS teams.

2.42.3 Emergency Services for Work Release Inmates

The contractor shall:

- In collaboration with the DOC, develop specific policies and procedures to ensure that work release inmates receive appropriate urgent-emergent care, and ensure case coordination, management and appropriate follow-up care.
- Provide care at the most appropriate facility (community of DOC) in the event that a work release inmate requires urgent/emergent care at the most appropriate facility based on the inmate's health condition.
- For inmates whose injuries are covered under workers' compensation insurance, coordinate follow-up care and case management services with the employer's workers' compensation insurer until either the inmate's treating physician has released him/her to return to work or until the inmate is discharged from the DOC facility, whichever occurs first.
- Report all work related injuries to DOC Health Services Division **within 24 hours** of the injury.
- Retain responsibility for delivering all medically appropriate care, regardless of inmate's access to third party coverage.

2.42.4 Emergency Mental Health Services

In accordance with NCCHC essential requirement MH-E-06, contractor shall provide access to urgent and emergent mental health services on a 24 hour a day, 365 days per year basis. Other aspects of this group of services include, but not limited to:

- Suicide prevention and intervention.
- Consultation regarding the potential contraindications to the use of force with individual inmates, or regarding other interventions which may make the use of force less necessary.
- Placement of inmates in segregation or other locations away from the general population.
- Coordination with treatment programs and service provision outside the facility.
- Facilitation of emergency treatment planning.
- The use of a designated crisis response clinician in facilities which historically and presently demonstrate excess or intense needs in this area (CCCF and SSCF) and in which a benefit to inmate and MH staff may be derived as a result of inclusion of this position.
- Weekend coverage on-site in designated facilities.
- Initial critical incident debriefing for inmates, staff, and/or visitors as required.
- Compliance with quality assurance and quality improvement protocols.

2.43 Segregated Inmates

In accordance with NCCHC essential standards P-E-09 and MH-E-07, for inmates placed in segregation or restrictive housing environments separate from the general population, the contractor shall:

- Assess inmates for risk as soon as possible, but within 12 hours, of their placement. The assessment will be documented in the inmate's electronic medical record.
- Perform daily rounds by medical staff to assess the need for medical, mental health, and dental services. These rounds shall be documented with date and time and signed by the provider conducting the rounds.
- Perform checks at least 3 times per week by mental health staff. These checks shall be documented with date and time and signed by the qualified mental health provider conducting the rounds.

2.43.1 Classification, Treatment, and use of Administrative and Disciplinary Segregation for Inmates with a Serious Functional Impairment

In accordance with Sec.1. 28 V.S.A. § 701(a) subdivisions 1, 2 and 3, for inmates designated seriously functionally impaired (SFI) who are segregated from the general population for disciplinary or other reasons,
the contractor shall:

- Utilize mental health staff to evaluate the inmates at least three times per week.
- Utilize mental health staff to evaluated inmates who have not been designated SFI at least once per week.
- Utilize QMHP to conduct periodic re-evaluation when an inmate's placement in segregation is continued beyond the originally determined timeframe.
- Document all checks and contacts in the inmate's electronic health record, to include, at least:
    - The results and clinical impressions of a brief mental status exam.
    - Any observable elements of mental status, other observations (including those provided by DOC security staff) of inmates' recent behavior such as social functioning, personal hygiene, and activities of daily living (ADL), assessments, or plans that are relevant to the inmate's condition, circumstances, and diagnosis.

2.44 Patient Escort

In accordance with NCCHC important standards P-E-10 and MH-E-08, the contractor, shall:

- Enter the appropriate movement code (M-Code) into OMS and EHR to ensure that inmates for whom transfer would interfere with treatment planning or whose medical or mental health condition would be negatively affected are not transferred without approval of medical or mental health.
- Collaboration with DOC to facilitate the timely and safe transport of inmate/patients for attendance at medical, mental health, and dental appointments that both within and outside the facility.
- Alert the transporting custody staff to accommodations that may be needed for the inmate/patient during transport, in particular an inmate/patient's needs for assistive devices or contraindications to the use of shackles or other restraint devices; staff shall also enter this information into the EHR and OMS.
- Facilitate patient confidentiality during the transport by sealing envelopes and securing other documents that may contain PHI

- Ensure that the mental health authority monitors the number of appointments attended and missed.
- Maintain records on missed appointments due to the unavailability of escort staff and develop a process whereby these are will-addressed as part of the CQI program; inform the facility Superintendent and DOC HSD of frequent missed appointments for specific individuals and for specific populations.

2.45 Nursing Assessment Protocols

In accordance with NCCHC important standard P-E-11, the contractor shall:

- Ensure that registered nurse assessment protocols/Pathways comply with relevant state statutes and prevailing registered nurse practice acts and standards of care; and that registered nurses are appropriately trained, adequately supervised and that they possess the necessary skills to utilize the protocols/Pathways.
- Ensure that written policies and procedures specifying steps in evaluation and treatment of patients by a registered nurse where needed are in place within 30 days of contract initiation Registered Nurse protocols/Pathways should address a range of contingencies, from the use of over-the-counter medications and first-aid procedures to more serious symptoms such as chest pain, shortness of breath, drug withdrawal and intoxication.
- Ensure that there is a clearly defined sequence of steps to be taken to evaluate and stabilize patients until a clinician is contacted for further orders for care or EMS is notified and responds.
- Ensure that standing orders are not used as per Vermont Statutes with the exception of administration of life-saving medications and treatments practices.

2.46 Continuity of Care

Continuity of care begins at admission and will extend through all care transitions including transfer, discharge and readmission.

The Contractor shall operate in accordance with NCCHC essential standards P-E-12, MH-E-09, and DOC Directive #361.01.07 and other applicable DOC P and Ps.

The Contractor shall:

- Provide a Director of Care Coordination, who shall serve as the medical and psychiatric liaison between community provider organizations and the care services of the Department of Corrections; the duties will include but shall not be limited to:
  - administrative supervision of site or area level care coordinators, tracking of state wide care coordination activities, quality assurance, and collaboration with VTDOC case and administrative staff on care coordination activities.
- Provide Care Coordinators, sufficient in number and skill level, to provide, at a minimum, the services outlined in Sections 2.46.1 through 2.47 to DOC's population.
- Submit a proposal to DOC as part of this RFP to describe what Care coordination would look like and the manner in which they feel it will improve all transitions of care.

2.46.1 Continuity of Care at Intake

At intake or as described by timeframes below, the Contractor shall:

- Within 48 hours of admission, verify any medications through electronic health record system other electronic interface or via call to inmate's community-based provider of pharmacy.
- Determine whether the inmate will remain on the medications prescribed in the community or whether the inmate will be prescribed an alternative medication.
- Obtain other treatment documentation from community-based providers.
- Establish a process for identifying, tracking, and notifying individuals with chronic illnesses or mental illness who require follow-up care during incarceration and upon release to the community or other care or treatment setting.
- Develop a procedure to ensure continuity of care in the event any inmate assessed during intake as requiring or being in need of follow-up for an acute or chronic problem who is subsequently discharged/released prior to being evaluated by a health care provider may potentially be connected with an appropriate community provider (FQHC, PCP etc.) including an Urgent Care or ER system of care.

Health Care Plan Enrollment and Determination of Coverage:
The contractor shall:

- Screen the inmate for existing insurance coverage and eligibility (i.e., Medicaid, Medicare, exchange-purchased policy, private insurance); document screening information obtained in OMS and EHR.
- If the inmate is **not** enrolled in GMC or other HBP:
    - Complete an application for GMC enrollment, and follow the process for entering the application into the EHR for future use to ensure that the application is available for submission to the Department of Vermont Health Access in the event that:
        - The inmate is hospitalized for greater than 24 hours.
- If the inmate upon incarceration **is** a**ctively** enrolled in GMC:
    - Follow the procedure (TBD by DOC and DVHA) for notification of DCF Eligibility Unit of the person's incarceration which will ensure that:
        - Benefits are **'suspended' pending** preparation for release/reentry from the facility.
        - Benefits may be **re-activated** upon admission to a hospital (or other entity as permitted under CMS and covered by GMC) for > 24 hours.
- If the inmate **is not enrolled and not** eligible for GMC follow the process (TBD by DOC) for enrolling the inmate in a HBP through the HBE; the contractor shall develop a process to determine if reimbursement of services to DOC (in the case where an inmate is a **detainee**) by the HBP is permissible during the inmates' incarceration
- If the inmate **is enrolled** in a HBP and is a detainee proceed as above for new HBP enrollees for determination of coverage during incarceration.

2.46.2 Continuity of Care during Incarceration

For individuals identified upon or during incarceration as having a significant chronic illness requiring regular follow up to achieve and to maintain optimal health during incarceration, the Contractor shall:

- Develop a comprehensive treatment plan that includes medical, alcohol and substance abuse, mental health, and dental providers, as needed.
- Enroll the individual in a chronic care clinic.
- Develop a discharge or transition plan that may include referrals, appointments, and warm hand-offs to appropriate community-based providers.
- Ensure that a process is in place for Care Coordination to occur between the facility and the inmate's community provider.

For individuals with a verified community-based treatment plan, including those **designated subsequently upon incarceration** as SFI, the Contractor shall:

- Review the community treatment plan when and as available and make a clinical determination using their best judgment as to the benefit of continuation of that plan in whole or in part during the individual's incarceration.
- Make an effort to discuss the individual with their community provider (the Care Coordinator shall assist with arranging this discussion).
- Ensure to the extent possible that the patient's treatment plan ~~to~~ comply with the security and safety constraints of the facility.
- Provide treatment and management based on best correctional and best community practices and guidelines and protocols for the individual based on his or her underlying **diagnoses**; all of which shall be evidenced based.

For individuals who are returning to the facility following an emergency room encounter or in-patient hospital stay, the contractor shall:

- Ensure that the psychiatric, medical and mental health providers are informed of the patient's release by a Care Coordinator.
- Ensure that appropriate information is shared in a timely fashion between DOC and the contractor's staff regarding care and custody needs of the inmate (self-harm or suicide watch or precautions).
- Document in the inmate's electronic medical record that a review of the discharge orders occurred.
- Ensure that appropriate notations are entered into OMS as to any pertinent Alerts or Needs for the inmate.
- Ensure that follow-up orders are transmitted to the psychiatric provider who shall review and approve as required.
- Ensure that the Psychiatric provider is scheduled for follow-up with the patient within 72 hours of readmission by the Care Coordinator.
- Ensure that the patient receives a follow-up encounter with a qualified mental health provider as clinically indicated in the discharge order but in no event greater than 2 working days of discharge, and ensure that the encounter is documented in the patient's electronic health record with the date, time, and signature/title of the QMHP completing the follow-up session.

2.46.3 Continuity of Care at Discharge

Upon notice of discharge from the correctional facility, the Contractor shall:

- Ensure effective coordination of care during transition through use of the contractor's Care Coordinators who shall collaborate with those in the community including Blueprint for Health and FQHCs and others as available.
- Review the medical record of all inmates; include those designated with SFI, with an approved treatment plan.
- Establish linkages (i.e., an initial appointment) with community-based providers (Community Health Homes, FQHCs, Designated Agencies, state agencies, Hub and Spoke Providers, etc.) and make appropriate referrals for inmates, including those designated as SFI, who require follow-up care in the community.
- Upon release, all inmate must receive a discharge treatment plan (including problem list), and if applicable, an initial appointment to an assigned community-based health care center of their choice in the inmate's neighborhood.
- Provide the inmate with a list of community health professionals.
- Discuss with the inmate the importance of appropriate follow-up and after care.
- Provide the inmate with information on their scheduled follow-up appointment in the community, including date, time, location, phone number, and provider.
- For patients with communicable disease or other serious medical or mental health condition, referrals will be made to specialized clinics or community health professionals, or, if appropriate, direct admission to a community hospital.
- Establish a policy and procedure for medical and mental health staff to collaborate with correctional and parole staff who are responsible for release planning.

2.46.4 Continuity of Care for Inmates with SFI

To provide continuity of care for inmates with serious functional impairment, the contractor shall:

- Establish and maintain collaborative relationships with community programs and providers.
- Make contact with the inmate's community psychiatric medication prescriber and/or mental health provider to verify medications.
- Intake and discharge planning will include collaboration with the Department of Mental Health (DMH), Designated Agencies (DA's), Special Service Agencies (SSAs) Department of Aging and Independent Living (DAIL), and others as needed.

2.47 Discharge Planning

2.47.1 Bridge Medications

In accordance with NCCHC important standards P-E-13 and MH-E-10, the contractor shall:

- Provide continuity of treatment with respect to essential and important medications.

While it is the intent of the DOC to ensure through its' staff and the contractor that individuals entering DOC custody without health insurance shall be enrolled in a Qualified Health Benefit Plan or GMC prior to release; or who enter with GMC coverage shall have it suspended (not terminated) to ensure timely reactivation at the time of release/reentry and; that appropriate linkages with a community provider shall be made prior to release; it is understood that there

may be situations which respectively; prevent enrollment, cause delay in timely notification; delay in timely reactivation after suspension and prevent appointment scheduling within a reasonable time upon an individual's release, therefore;
The contractor shall:

- Develop and implement a system-wide procedure regarding Release Medications which conforms minimally to the following; the procedure shall be approved by DOC within 30 days of the contract's inception date. The contractor should review the current policy and procedure and may fully adopt or revise it as needed but in any event shall notify DOC within the timeframe indicated.
- Arrange for a sufficient supply of **bridge** medications as follows:
    - For individuals released to the community who are **not** enrolled in GMC (or other insurance) and or whose next appointment date is **unknown**, the inmate shall be provided with a 14-day supply of bridge medications with the exception of:
        - Individuals who are prescribed HIV medications. These individuals will be provided with a 30-day supply of bridge medications. It is the expectation of DOC that unexpected release events for these persons will be minimized as the Director of Care Coordination shall ensure appropriate follow-up including medications and appointment through continuation of the process developed between DOC and the Care Coordinator of VDOH's VMAP program
        - Individuals who are prescribed psychotropic medications. These individuals will be provided with a 30-day supply of bridge medications. However the prescriber shall have the discretion of determining the amount and category of medication provided at the time of release by prescription or other means based on the individual's known history or risk profile for abuse, diversion accidental or intentional overdose
- Ensure that for those individual enrolled in a GMC or other HBP are provided prescription(s) for medications of sufficient supply to last pending their known scheduled appointment with a community provider; the prescription information shall be transmitted to a pharmacy in the individual's community. However the prescriber shall have the discretion of determining the amount and category of medication provided at the time of release by prescription or other means based on the individual's known history or risk profile for abuse, diversion accidental or intentional overdose.

SECTION F – HEALTH PROMOTION

2.48 Healthy Lifestyle Education and Promotion

In accordance with NCCHC important standard P-F-01, the contractor will provide a formalized health education to all inmates that are documented to indicate that the individual received individual instruction in self-care for their health condition. Activities will include, but not be limited to:

- Making available to inmates printed educational materials for health maintenance, disease prevention and treatment of chronic illnesses.
- Providing individual health education during medical and nursing encounters.

- Assigning a lead nursing staff member to conduct and monitor all health education and disease prevention activities at each facility.
- Providing an annual Inmate Health Calendar that describes the inmate health education activities that are planned for each month of the contract year. The calendar will be provided prior to the start of each contract year. Changes to the calendar will be made to address specific needs when identified. The calendar will be reviewed with DOC Health Services prior to being implemented.
- Maintaining a roster of inmates per facility who have engaged in a health education/disease prevention activity each month. The roster will indicate the inmate's name and the educational program in which they participated. The roster will be submitted to DOC HSD on a monthly basis as part of the contractor's CQI reporting.

The contractor's program will be established by the Contractor's Home and Regional Offices and will be subject to review and approval of DOC HS Division's Chief Nursing Officer.

Refer to the **Inmate Health Education Program** (for men) and **Women's Health Education Program**, as developed by the DOC. The contractor will be required to use this curriculum for the first year of the contract at which point the contractor will have developed a curriculum of their own. The contractor shall submit their curriculum to the DOC HS Division's Chief Nursing Officer for approval.

2.48.1 Medical Diet

In accordance with NCCHC important standard P-F-02, Administrative Directives/Procedures #354.01 General Food Service Operations, #354.02 Standardized Menu Planning, #354.02.02 Food Service in Special Housing Units, #354.03 Nutritional Standards, #354.05 Inmate Alternative Diets: Medical/Dental and Religious, and #380.01 Religious Observance, medical diets will be provided to enhance patients' health and will be modified to meet the unique treatment requirements of the health condition.

DOC, in collaboration with the Food service contractor, has provided a diet menu which is designed to meet most requirements for a healthy and nutritious diet for the majority of inmates. The diet plan is written in a manner that should eliminate or substantially decrease the need for ordering additional **non-medical** or **'special diets'**.

The contractor shall:

1. Ensure the initial and timely review by a Registered Dietician (employed or sub-contracted by the provider) of all medically necessary diets including but not limited to
    - Renal diets
    - Cardiac or low sodium diets
    - Gluten free diets
    - Pureed
    - Nutritional supplementation
    - Diets during pregnancy and lactation

2. Ensure that information on all medical diets is appropriately communicated to DOC Food Service staff through the timely documentation in the EHR and OMS in the fields so specified.
3. Ensure that providers and nurses engage inmates in health teaching with regard to nutrition as part of all encounters and as part of an on-going health promotion disease prevention program of care.

2.49 Use of Tobacco

In accordance with NCCHC important standard P-F-03, Vermont's correctional facilities are "smoke free" for inmates and all staff. The contractor will be required to comply with DOC Directive #408.02.

The contractor shall:

- Provide a brief screening on intake or during a health encounter.
- Advise patients with self-reported use of tobacco products with information on the health impacts of continued smoking (or chewing).
- Offer assistance with tobacco cessation through use of groups and written material.
- Refer to community resources for tobacco use cessation information and provide this as part of inmate education and release planning.

2.50 Mental Health Education and Self-Care

In accordance with NCCHC important standard MH-F-01,
The contractor shall:

- Provide mental health education and self-care instruction to inmates with mental illness and co-occurring disorders in areas including, but not limited to:
  - Reducing relapses, using medication effectively, side effects of medications, coping with stress and anxiety reduction.
  - Psycho-educational, cognitive-behavioral, skills-building and problem-solving interventions.
  - Psycho-educational groups in areas which are best served through this modality such as stress reduction, symptom management, anger reduction, medication education, sleep hygiene, and self-harm reduction.

The Vermont DOC is particularly interested in proposals that include the use of community-based Peer Recovery and Support Services, working collaboratively through a Memorandum of Understanding or other agreement with mental health professionals.

SECTION G – SPECIAL NEEDS AND SERVICES

2.51 Chronic Disease Services and Treatment Protocols

In accordance with NCCHC essential standards P-G-01, J-G-01, and MH-G-01, the Contractor must recognize that there are incarcerated individuals who require chronic and/or convalescent treatment. It is the State's expectation that the Contractor will provide these services in a manner that incorporates principles of care and disease management for complex cases (see Section 2.5.2

below) and that will also serve to promote maximum progress toward identified goals and healing.

"Chronic" disease shall be as defined per (but not limited to) NCCHC essential standard P-G-01; and shall also include those persons designated as SFI covered under NCCHC essential standard P-G-02 Special Needs Populations.

Health programs provided by the Contractor shall ensure that inmates with special needs or determined as in need of convalescent or chronic disease management shall receive it in a manner in keeping with NCCHC clinical guidelines for Chronic Disease Management.

Contractor personnel will utilize a chronic disease model and develop where needed appropriate encounter forms as described in Appendix 1 of the NCCHC 2014 standards. As per NCCHC standards "patients should be identified and enrolled in a chronic disease program." National clinical guidelines should be used for guiding the management of chronic diseases including but not limited to:

1. asthma
2. diabetes
3. high blood pressure
4. HIV/AIDS
5. hepatitis' B and C and other infectious diseases
6. hypercholesterolemia
7. seizure disorder
8. tuberculosis
9. major mental illness
10. others which may be included in special needs categories (DD, TBI, Pervasive Developmental Disorders (PDD), and various forms of dementia)

These guidelines may also serve as a reference for nursing personnel responsible for day-to-day health service delivery and inmate education.

Inmates in chronic disease clinics shall be seen:

- At a <u>minimum every 90 days,</u> however, if the condition or disease is determined to be stable during a 6 month period (an amount of time equivalent to two Chronic Disease clinic visits) a request must be made to and approved by the Regional Medical or Mental Health Director to increase the interval to 6 months (180 days).
- A monthly report shall be sent to the DOC Health Services Director relative to those individuals changed to 6 months review. The report shall contain the name; site; PID #; and diagnosis of the inmate for whom the change is requested.

DOC Health Services will be informed of the occurrence of CD clinics through metrics and statistics provided by the contractor which shall be related to the delivery of chronic disease services. This information will be provided quarterly. DOC reserves the right to request additional reports as needed substantiating care delivery.

Under no circumstances shall Contractor limit or delay access to chronic/convalescent treatment for inmates identified as needing this level of care. If the State believes that the Contractor is not providing chronic/convalescent treatment in a timely fashion, the DOC Medical Director shall review and resolve the dispute with the Contractor's Medical Director.

2.51.1 Treatment Protocols and Pathways

The contractor shall:

- Employ treatment protocols/pathways for common acute and chronic conditions. The use of NCCHC clinical guidelines for chronic disease management in correctional institutions is a reliable resource to serve as a guideline to care however it is optional.
- Employ guidelines of national level organizations that develop clinical protocols for their own use and as guides for others, (for example those developed by federally-qualified Health Maintenance Organizations, the New Hampshire Dartmouth Psychiatric Research Center and the National Association of State Mental Health Program Directors Research Institute, National Heart, Lung and Blood Institute, United States Preventive Services Task Force). However all guidelines shall be deployed system-wide used consistently and approved by DOC HSD prior to implementation.
- Treatment protocols should be designed and implemented to ensure appropriate utilization of clinically proven, cost effective treatment modalities.
- The protocols should be further implemented in a manner that ensures that treatment is provided in a generally consistent manner for all inmates requiring medical care for a particular condition.

2.52 Patients with Special Health Needs

Active Care Coordination is essential for ensuring that inmates with complex medical, mental health and/or social needs receive necessary services in an effective and coordinated manner. The contractor shall;

- Develop a uniform, standardized system within all facilities for identifying inmates who may be in need of active Care Coordination.
- Provide Care Coordinators for inmates who are deemed in need and eligible.

The final decision about who is to receive active Care Coordinators will be made by the contractor's Director of Care Coordination, Statewide Medical and Director of Nursing in conjunction with Director of Health Services). Examples of cases that may be candidates for active Care Coordinators include inmates with HIV/AIDS and Hepatitis C; fragile elderly inmates; insulin dependent inmates; inmates with high-risk pregnancies; inmates with high rates of utilization of health care; and, any inmate with medical morbidities complicated by developmental or other disabilities, end-of life issues or complex psychosocial needs.

Care Coordinators training, duties and responsibilities shall include:

- Orientation, training and continued education appropriate to their duties.
- Coordination with community providers who treated the inmate prior to incarceration.

- Performance of a needs assessment and developing individual treatment plans in collaboration and under the supervision as needed of the Director of Care Coordination, Statewide Director of Nursing, a medical provider as appropriate that address, as applicable, diet, exercise, medication, type and frequency of medical follow-up and adjustment of treatment modality.
- Monitoring inpatient hospitalizations and conducting discharge planning from both the hospital and DOC facilities.
- Coordinating post-discharge follow-up services, including those provided in non-acute settings such as rehabilitation facilities, community mental health agencies, FQHCs, and nursing homes.
- Determining in collaboration with other State entities or official sources an inmate's health benefit plan status including individual or employer-sponsored coverage (self, spouse and/or family), automobile coverage (if admitted with vehicle-related injuries), military coverage (TRICARE), Veterans Administration, Medicaid, or Medicare.
- Document health benefit plan information in the appropriate areas of the EHR and OMS including the name of the insurer, coverage type, group/policy number, expiration date, and other information necessary for filing a claim.
- The Contractor then will pursue collection on the State's behalf.
- Assist the inmate in completing enrollment forms for GMC (Medicaid) or other HBP as may be available to the inmate.
- Complete the process as needed to ensure the application has been to be signed and placed in the inmate's health record. In these cases where third party reimbursement is available, inmates shall be encourage, but not required, to sign insurance claim forms.

2.52.1 Services for Incapacitated Persons
DOC Directive # 306.01; Revision memo 3/38/12 and 33 VSA§708; **Incapacitated Persons Statute**
Approximately 1,300 incapacitated individuals are brought annually to DOC facilities for screening and observation. Transfer to DOC from the community should occur only after medical clearance by designated community providers has been obtained, including all required signatures.

The contractor shall:

- Provide services to these persons in accordance with policies and procedures as written by DOC for services mandated by the State Statute.
- Provide an initial medical screening and assistance in the event of an emergency to incapacitated persons brought to a correctional facility.
- Upon request of DOC staff provide screening and other services by mental health providers.

2.52.2 Co-Occurring Disorders
Although the primary focus of substance abuse treatment for offenders other than as provided through DOC's Program Services' Division for Risk Reduction is in the community, DOC expects the contractor to be prepared to engage in substance abuse screening, brief interventions

and brief treatment with referrals to community providers as appropriate. The provision of counseling should be designed to motivate inmates to engage in treatment.

Within 30 days of the start of the contract the Contractor shall provide DOC with a fully developed plan of a limited range of evidence-based services for inmates with co-occurring disorders. For offenders who have both mental health and substance abuse treatment needs, the contractor shall develop interventions that would increase the likelihood of offender participation in substance abuse treatment upon release. The plan should be developed to incorporate inmates across a continuum of needs and capabilities for learning.

2.53 Infirmary Care and Medical Housing Unit Services

Vermont Department of Corrections provides the following levels of care within specified facilities as defined by NCCHC essential standard P-G-03:

1. Infirmary
2. Sheltered housing
3. Observation
4. Hospice
5. Respiratory isolation
6. Convalescent

See appendix for location and description of facilities and levels of care provided.

The contractor shall

- Employ sufficient and well trained staff in all infirmaries and MHUs.
- Utilize the infirmary, observation, convalescent and medical housing beds in a manner consistent with NCCHC standards, principles and practice for the identified area, and in response to specific requests of the Health Services Division.

The infirmaries may be used for convalescent, medical observation and skilled nursing care. The requirements of national standards vary depending upon the housing classification, the degree of services provided and the defined scope of service. The infirmary beds will be classified and the scope of services will be defined according to policies and procedures covering areas including, but not limited to:

1. Twenty-four (24) hours a day direct nursing observation will include daily or more frequent (if medically indicated) recording of vital signs and nurses' notes, based on the inmate's condition and physician order.
    - Inmates will always be able to gain a health care professional's attention, either through visual or auditory signals.
2. Admission to, and discharges from infirmary status will be controlled by the Contractor's Medical Director or designee.
3. A physician will be available by telephone twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.
4. All nursing services will be under the direction of a Nurse Manager, who will be on-site forty (40) hours per week. Staffing levels will be appropriate for the number of inmates, the severity of their illnesses and the level of care required for each, but no less than the

staffing reflected in Appendix 5.18 - Staffing Matrix. Nurse manager shall work collaboratively with the Medical Director, DOC and other contractor staff. The Nurse Manager's decisions shall at no time supersede or be substituted for that of the Medical Director regarding inmate medical needs.

5. Contractor's staff will initiate a separate and complete infirmary medical record upon admission and incorporate it into the inmate's electronic health care record upon discharge. The record will include:
    - Admitting orders that include the admitting diagnosis, medication, diet, activity restrictions, any required diagnostic tests, and the frequency of vital sign follow-up;
    - A complete documentation of the care and treatment given;
    - The medication administration record; and
    - A discharge plan and discharge notes.
6. Contractor will develop a manual of infirmary nursing policies and procedures. The manual will be consistent with the Vermont's Nurse Practice Act and licensing requirements and approved by the Health Services Director or designee.
7. The health care staff, in conjunction with Facility Superintendent, will be responsible for ensuring that the infirmary area is clean and safe for the provision of health care services.

The scope of services provided in the infirmary will be organized so that inmates have appropriate custody classification, housing and treatment.

DOC Health Services shall be apprised of infirmary utilization and clinical status of all infirmary in-patients on a weekly basis or with any deterioration in health status of inmate housed on Infirmary or Medical housing status. Contractor will develop and submit for DOC approval an appropriate and useful reporting format.

2.53.1 Basic Mental Health Services

In accordance with NCCHC essential standards MH-G-01, J-G-04, and P-G-04, and Section 2.39.1 of this RFP, a range mental health services shall be available for all inmates who require them.

2.53.2 Suicide and Self-Injury Prevention Program

Multiple corrections' disciplines (security, physical health care, and mental health care) play an important role in suicide and self-injury prevention. These roles must be coordinated in terms of philosophy and in operations.

Contractor shall develop a program of suicide and self-injury prevention characterized by the following:

- Have policies and procedures that are aligned with DOC philosophy, directives and policies**.**
- Coordinate with the State and its agents in the delivery of a comprehensive suicide and self-injury prevention program designed to identify, respond to, monitor, and treat

suicidal and self-injurious inmates and to reduce the incidence of self-injury and suicide attempts.
- Include written policies and procedures that address key components of the program.
- Include Key components, which at a minimum, include those defined by NCCHC essential standard as follows:
    - Training
    - Education and Awareness promotion (dissemination of brochures at intake)
    - Identification
    - Referral
    - Evaluation
    - Housing
    - Monitoring
    - Communication (example, End of Shift Report (EOSR) for medical mental health and custody
    - Intervention
    - Notification
    - Reporting
    - Review
    - Critical Incident Debriefing
    - Perform quality monitoring activities at least twice annually in order to assess adherence to the program

2.54 Management of Chemical Dependency
(also see sections 2.61 Substance Abuse and 2.52.2 Co-Occurring Disorders)
In accordance with DOC Directive 363.01, Methadone Facilitation or Medication Assisted Treatment (MAT), (currently being considered for revision), NCCHC standards for opioid Treatment Programs in Correctional Facilities and Federal Opioid Treatment Standards as identified in 42 C.F.R 8.12, such treatment shall occur at a DOC facility or an off-site inpatient service facility.

Procedures relating to the management of chemical dependency shall include:
- Clear steps related to the documentation, reporting, and monitoring of individual patients in the electronic medical record
- Clear steps related to medication administration, dispensing, storage, dosage, and documentation of such in logbooks and the electronic medical record.

2.54.1 The Chemical Dependency Program provided by the Contractor shall include clear and concise DOC approved procedures in its manual to address the following related to patients in the chemical dependency program and/or undergoing detoxification:
- Continuous quality improvement
- Identification of appropriate staff to deliver services
- Diversion control plan

2.54.2 Intoxication and Withdrawal

In accordance with NCCHC essential standards P-G-06, J-G-06, DOC Policies and Procedures and Directive #361.01 and DRVT Settlement Agreement *(Settlement Agreements will be provided*).

The contractor shall:

- Adhere to protocols established by DOC and Disability Rights Vermont (DRVT) and developed in collaboration with a Certified Addictionologist (see 2.62.1 Special Agreements).
- Ensure that policies, procedures post orders and pathways comply with the Facility Detoxification Capacity Assessment as performed as part of a Special Agreement with DRVT.
- Ensure that all staff supervising individuals carrying out tasks relevant to withdrawal and detoxification are qualified, trained, and competent to do so.
- Provide training for staff in Clinical Alcohol and Withdrawal Institute -Revised (CIWA-R) and Clinical Opiate Withdrawal Scoring (COWS) tools for the assessment and monitoring of inmates undergoing alcohol, opiate and other drug withdrawal.
- Ensure that staff are trained in the care and monitoring of persons withdrawing from alcohol and that training includes the seriousness of alcohol withdrawal including the danger and risk of death.
- Ensure that protocols (see DOC forms) are in place to provide treatment including medications to provide comfort and prevent unnecessary suffering for inmates who are under the influence of or withdrawal from alcohol or other substances and also for those who are undergoing withdrawal from opiates.
- Develop additional protocols as needed which shall be reviewed and approved by HSD.
- Ensure that protocols are consistently followed by all staff to ensure safe drug detoxification and alcohol withdrawal.
- Encourage education and counseling of patients admitted under the influence of alcohol and other substances at a point following the acute phase when the individual is capable of understanding and obtaining informed consent.
- Ensure that staff develop and implement Initial Treatment Plans with short-term goals and tasks which reflect the identification of needs related to education, medical, psychosocial, and/or other supportive services.
- Adhere to policy regarding intake and random urine drug screening and confirmatory testing as needed.

2.54.3 Treatment Phase

During incarceration in the DOC, the patient shall receive:

- Screening brief interventions/treatment and referrals for more intensive community treatment as needed for substance abuse and alcohol upon release.
- A periodic assessment and update of the treatment plan.
- Counseling on preventing HIV exposure.
- Drug abuse testing (random urine drug screening) in accordance with policy.

2.55 Inmates with Alcohol and Other Drug Problems
In accordance with NCCHC important standards J-G-08, P-G-08, inmates with alcohol or other drug problems shall be assessed and properly treated by a physician or other qualified health care professional. See preceding Sections 2.52.2.; 2.60; 2.54; 2.54.1; 2.54.2; and 2.54.3

2.56 Obstetrics and Gynecology Services
Currently, the Chittenden Regional Correctional Facility houses all female inmates. The Contractor's staffing at this facility should include OB/GYN trained health care practitioners who are qualified to meet the needs of women offenders.

The contractor shall:

- Provide for routine women's health care in keeping with a designated set of National Guidelines and in consideration of Vermont's experts in ObGYN care to include but not be limited to Pap smears, breast exams and mammograms which shall be offered and administered in a manner consistent with national guidelines, the patient's history, personal and family risk.
- Provide staff trained in the health care needs of women across the life years.

2.56.1 Care of the Pregnant Inmate and Pregnancy Counseling
NCCHC essential standard P-G-07
The contractor will provide pregnant inmates timely and appropriate prenatal care and pregnancy counseling to include provisions for the inmate to engage in a discussion of options. Specialized obstetrical care services will be provided as needed. Appropriate Prenatal and post-partum care will be as defined by the American College of Obstetrics and Gynecology (ACOG) and will include medical examinations, health education on pregnancy, and all needed laboratory and other diagnostic testing.

The contractor shall:

- Provide appropriate care for women determined to be high risk for pregnancy and delivery complications.
- Ensure that high risk pregnancy care and services including MAT shall be provided by FAHC Comprehensive Obstetrical Clinic (COC) through contract or other agreement to ensure that women addicted to opiates or with other pregnancy complications or risk receive the care and services most likely to ensure the safety of the woman and fetus.
- Develop and implement policies and procedures and provide staff training which will support the provision of safe, timely, appropriate prenatal and post-partum care; and when appropriate, specialized obstetrical services.

2.57 Aids to Impairment, Including Medical Prosthetics
The contractor shall comply with DOC Directive #371.01, Americans with Disabilities Act (ADA) – Facility and Field. In addition,
Contractor shall:

- Establish contracts with local prosthetic companies to provide prosthetic devices to inmates as medically indicated.
- Require the company representative to make preliminary measurements and fittings on-site when possible.
- Ensure that prosthetics meet quality standards appropriate for need and use **as well as** conforming to security requirements of the Vermont Department of Corrections. In cases where the two requirements disagree then the needs of the Department for security and safety shall take precedence and an alternative that will meet both requirements shall be provided.

2.58 Care for the Terminally Ill

Definitions used in this section relative to the care for the terminally ill shall be as stated in NCCHC important standard P-G-11 or if different from either a DOC Directive #373 or State standard as so noted in those.

The contractor shall:

- Refer to and utilize documents provided in 18 VSA chapter 231 as the standard by which to guide care and services to inmates at ages and stages of life with special emphasis on the end of life.
- Ensure that the care of the terminally ill incarcerated patient should resemble as closely as possible that which is provided in the community.
- Ensure that its employees are knowledgeable regarding the appropriate Vermont rules and Statutes related to end of life care; 18 VSA chapter 231.
- Use the appropriate form and instructions (DNR/COLST Form and Instruction) located on the VDH website (http://healthvermont.gov/).
- Provide a DOC Health Services approved Hospice Program, which shall include a manual (under development by DOC) to direct provision of care and services and training of inmate Hospice support persons.
- Coordinate with the DOC and community organizations in the providing care and the delivery of hospice services to inmates. The hospice care units will be located at the Southern State, Northern State and Chittenden Regional Correctional Facilities in Springfield, Newport and South Burlington, Vermont respectively.
- Ideally are qualified health care professionals with training in basic hospice theory and techniques.
- Ensure that enrollment in the program is an inmate's informed choice; an independent evaluation by a physician not directly involved in the inmate's care is encouraged prior to enrollment.
- Ensure that the Contractor's Medical Director approves all transfers to the hospice unit.
- Ensure that DOC Health Services Director and the Superintendent of the facility are notified when an inmate is being considered for placement and again at the time of placement on Hospice status - preferably notification shall be given immediately by the Contractor's Medical Director and shall be included as part of the weekly update of critically or seriously ill inmates.

- Ensure that all requests for compassionate release/furlough should be processed as per DOC Directive # 373, or its revision or replacement. DOC Health Services Director must be notified immediately when Compassionate Furlough is being considered.
- Ensure that all deaths in custody are processed as per DOC Directive # 353 (as revised or replaced).

2.59 Treatment Plans and Utilization of Services Consistent with Treatment Plan
NCCHC essential standards MH-G-03, DOC Protocol #361.01.06, and the requirements of this RFP, specifically Section 2.63.
The contractor shall:

- Develop and update in a timely fashion an individualized treatment plan for all inmates receiving health services, particularly for each inmate diagnosed with SFI.
- Cooperate fully in DOC quarterly medical records auditing (MRA) process.

2.60 Mental Health Programs, Intermediate Care Unit, and Secure Care Unit Services
In accordance with NCCHC important standard MH-G-06, qualified mental health staff shall provide behavioral consultation when needed.

The DOC maintains a 24-bed Intermediate Care mental health unit and a 10-bed Secure Care mental health unit at Southern State, and a 12-bed Intermediate Care mental health unit at Northwest for female inmates.

Inmates may be transferred to Southern State from other facilities for the purposes of observation and stabilization. The basic mission of the Secure Care unit at Southern State is to stabilize the inmate so that he may be safely reintegrated into the general population and ultimately returned to his/her assigned DOC facility.

The purpose of the Intermediate Care Unit at Southern State is to engage inmates with significant mental illness and/or serious functional impairment in acquiring the behavioral and emotional self-management skills appropriate to residing in general population at each inmate's assigned DOC facility.

In collaboration with DOC's Health Services Division's Chief Mental Health Services (CMHS) or other as designated,
The contractor shall:
Provide mental health services to inmates residing in these units including, but not limited to:

- Admissions, discharges and coordination of care occur under the direction of the Psychiatric or Director of Behavioral Health in collaboration with the facility Superintendent and DOC's CMHS.
- Availability of a psychiatrist/advanced practice nurse practitioner by telephone twenty-four (24) hours per day, seven (7) days per week.
- Delivery of a range of mental health services including psychiatric, clinical and group services directed at improving the management of mental health symptoms,

increasing emotional regulation, reducing self-harm and improving adjustment to the incarcerated environment.

- Staffing levels sufficient in number and type to meet the severity of illness, degree of behavioral dysregulation and overall level of care of inmates on these units.
- A complete record initiated upon admission and incorporated into the inmate's health record. The record will include at a minimum the following:
  - Reason for admission, including any immediate precipitants.
  - Diagnosis, medications, activity and property restrictions.
  - Complete documentation of the care and treatment given, including but not limited to assessments of risk and special observation status.
  - Documentation of discussion or consultation with the treatment team, consultants, and others involved in the inmate's care.
  - Treatment plans appropriate to the inmate's needs and care during his/her resident in such unit.
  - Discharge plan and discharge notes.
- Services according to guidelines, policies, and procedures which will be made available.
  - Coordination of substance abuse and risk prevention program services, as appropriate.

2.61 Substance, Alcohol Abuse and Addiction Services

In accordance with DOC Policy #363, #363.01 (as amended), and #365, and applicable local, federal laws and State Statute (in particular S 295 currently in Vermont Legislature which if passed shall become law) the contractor shall:

- Provide staff licensed or certified in the screening, assessment and treatment of substance use and alcohol; treatment should be focused on Recovery and strength.
- Provide a limited array of substance abuse services these may include but are not limited screening and brief interventions and brief treatments, supportive counseling, groups aimed at teaching stress management and coping skills; as well as facilitating access to on-site 12 Step or similar programs all of which may be complementary to and in coordination with other DOC Health and Program Service Division's treatment, risk reduction and prevention components.
- Provide Medication Assisted Treatment (MAT), including the administration of Methadone and Buprenorphine in conjunction and collaboration with VDOH's Alcohol and Drug Abuse Prevention Division as per the DOC's mandate under current and future statute.
- Provide physicians certified to prescribe Buprenorphine.
- Provide training to nurses and other staff in the treatment of individuals taking MAT including but not limited to side effects, risks and benefits of treatment and in obtaining Urine Drug Screening on these individuals at intake and other times as needed or ordered by the medical provider.
- Ensure that buprenorphine and methadone facilitation is are available to inmates who, upon admission to the DOC facility, had been receiving MAT in the community, as determined by and in agreement with the DOC policy and subject to any standing or

current contracts, Memorandum Of Understanding or Agreement (MOU/A) DOC may have with Vermont's Department of Health (VDH) Alcohol and Drug Abuse Prevention Program (ADAP) Hub and Spoke system of care.

2.62 Behavioral Consultation, Including Multi-Disciplinary Consultation and Collaboration

In accordance with NCCHC important standard MH-G-06,

Mental Health Contractor is expected to engage in regularly scheduled as well as ad hoc meetings as designated by DOC. DOC encourages a multidisciplinary approach which requires collaboration and the development of mutually respectful relationships. These meetings will be in the interest of improving overall care delivery, monitoring or evaluating services and program operations. Meeting attendance and report preparation will be required as needed for complex clinical case discussions with expert consultants. Meetings may take place utilizing various communication media (telephone, interactive TV, Internet linkages etc.).

The following is a representative but not exhaustive list of meeting participants:

- DOC Central Office leadership staff
- Other DOC divisions, Probation and Parole, Program Services
- Facility management
- AHS Departments (DMH, DAIL, VDOH) Designated and other State Agencies
- Community Health Centers and Blueprint for Health Medical Homes
- AHS statewide interagency team for enhanced integration of services for SFIs in corrections
- Legislative committees
- Community providers/ stakeholders
- Medical staff
- Inmates' family members
- Professional and advocacy groups
- Vermont State Hospital (legacy system) psychiatrists or other clinical staff
- Fletcher Allen health Center or other community hospital providers

In addition, the contractor shall assist the Department in its responses to all inquiries related to mental health services from interested members of the public and from any government official, while respecting the laws and bounds of the individuals' rights and DOC's responsibilities with respect to HIPAA.

2.62.1 Special Agreements

- **Mental Health care of court ordered inmates**
  Delayed Placement Persons- *Settlement Agreement will be provided.*
  The Contractor shall comply with a DOC negotiated settlement related to inmates who are awaiting placement at a psychiatric hospital under the auspices of the Department of Mental Health (DMH).

The Contractor shall:

- Ensure collaboration between medical/mental health staff members and other employees of the DOC in order to support the Department's best efforts to avoid or reduce the use of force with such inmates.
- Revise current policies, procedures and guidelines to ensure prompt identification and assessment of the acute care and custody needs of such inmates.
- Provide information as requested and participate in the review of instances of the use of force with such inmates
- Ensure that all medical and mental health staff are trained on the requirements of this agreement and the means for complying with these requirements.
- Maintain records sufficient to establish to degree of compliance with this agreement.

- **Disability Rights of Vermont Alcohol and Detoxification – *see Settlement Agreement Document***

  The DOC has entered into an agreement with Disability Rights Vermont (DRVT) with which the Contractor must comply in the provision of services under this contract. Settlement Agreement will be provided.

  The Contractor shall:

  - Ensure that all current and future relevant policies, procedures, guidelines, post orders and pathways comply with the requirements of this agreement, including but not limited to recommendations arising from the DOC's Facility Detoxification Capacity Assessment.
  - Ensure that all staff are trained and competent to perform their job duties necessary to carry out stipulations of this agreement, as appropriate to their position.
  - Ensure that all staff supervising individuals carrying out tasks relevant to this agreement are qualified, trained, and competent to do so.
  - Ensure that the DOC Health Services Director or designee is provided with all information and documentation necessary to confirm compliance with this agreement.
  - Cooperate fully in all audits, investigations or reviews conducted by DOC for the purpose of confirming compliance with the agreement.
  - Maintain records sufficient to establish to degree of compliance with this agreement.

SECTION H – MEDICAL AND MENTAL HEALTH Alcohol and Substance Abuse RECORDS

2.63 Electronic Health Record System

As part of the procurement of a comprehensive health services contract, the DOC has the following expectations:

1. The vendor will provide a vendor- hosted Electronic Health Record (EHR) System which shall be included in the cost of this contract.
2. The system will be fully integrated into the system of care and will interface with DOC's OMS in a manner that will ensure continuity of care and maximize care coordination

efforts ensure that sustainability efforts can be realized, and performance-based accountability can be driven.

3. The implementation of the EHR shall be done in a manner that minimizes disruption to normal clinic operation.
4. The chosen EHR must completely integrate physical, behavioral, pharmacy, dietary, and lab functions in a single system.
5. The chosen EHR must include features and functions to help facilitate the attainment of "Meaningful Use" Attestation (Stages 1-3).
6. The EHR must interoperate with the Vermont Health Information Exchange (VHIE) through Vermont Information Technology Leaders (VITL) and other state Information Technology platforms as required.
7. These features and functions must be present in the initial EHR and should not require any additional hardware, software, or application development.
8. The contractor shall be prepared to develop within one (1) month and implement ('go live') within 60 days an interface between the EMR and the OMS; this process shall at all times be in coordination with DOC IT and DII.

2.63.1 Objective of a Comprehensive EHR

Through implementation of a comprehensive Electronic Health Record (EHR) system, DOC intends to achieve the following objectives:

- Integrate physical, behavioral, pharmacy, dietary and lab functionality into a single unified EHR solution with an interface to the OMS.
- Streamline and standardize workflow to increase patient care and decrease errors.
- Support CQI, operational efficiency, and P4P programs made possible through data gathered through the system.
- Improve the coordination of care by enhancing interoperability among the Vermont DOC and external partners in care.
- Maximize the integration of behavioral health care.
- Attest to all Meaningful Use requirements (Stages 1-3).
- Interoperability with VHIE through VITL.
- Automate report generation (see Section 2.5).
- 24x7x365 support and service.

2.63.2 Electronic Medical, Mental Health Alcohol and Substance Abuse Record Format and Contents

In accordance with NCCHC essential standards P-H-01, Contractor shall:

- Provide the state with an EHR that minimally meets 2014 Meaningful Use (MU) - Ambulatory criteria.
- Maintain a uniform, standardized problem-oriented health record at all sites, consistent with State regulations for paper or as the case may be an EHR.

- Ensure that the health record will minimally include medical, dental, chemical dependency, and mental health information.
- Understand and conform to all State rules regarding ownership of inmate Health records and reports are, and will remain, the property of the Vermont Department of Corrections.
- Provide, in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the state with full and unrestricted access to and copies of the appropriate health records within the scope of legal and regulatory requirements and in accordance with the Vermont Department of Correction's policies, procedures and directives.
- Ensure that **active** health records not contained within an EHR or stored electronically (other than on portable equipment) for inmates transferred to other facilities within the State of Vermont shall be securely transferred to the receiving facility preferably at the time of the inmates transfer but if not they shall be transferred no greater than **twenty-four (24) hours** of the inmates transfer.
- **Drug-drug, drug-allergy interaction checks, including:**
    - Notifications - Automatically and electronically generate and indicate in real-time, notifications at the point of care for drug-drug and drug-allergy contraindications based on medication list, medication allergy list, and computerized provider order entry (CPOE).
    - Adjustments - Provide certain users with the ability to adjust notifications provided for drug-drug and drug-allergy interaction checks.
- **Drug formulary checks** - Enable a user to electronically check if drugs are in a formulary or preferred drug list.
- **Maintain up-to-date problem list** - Enable a user to electronically record, modify, and retrieve a patient's problem list for longitudinal care in accordance with the standard specified in Â§170.207(a)(1); or (2) At a minimum, the version of the standard specified in Â§170.207(a)(2).
- **Maintain active medication list** - Enable a user to electronically record, modify, and retrieve a patient's active medication list as well as medication history for longitudinal care.
- **Maintain active medication allergy list** - Enable a user to electronically record, modify, and retrieve a patient's active medication allergy list as well as medication allergy history for longitudinal care.
- Capability of complying with 2014 EHR criteria for Computerized provider order entry (CPOE) available to staff for the purpose of electronically recording, changing and accessing pharmacy and pharmaceutical data
- An electronic inventory process to ensure the availability of daily, stock medication and other necessary and commonly prescribed medications. The system shall be managed in such a manner as to ensure that costs are controlled and that the State is protected against the loss of pharmaceuticals through theft or other means

- Maintain a system that protects access and provides security of the record by the use of passwords
- Provide the state with an EHR that minimally meets 2014 Meaningful Use (MU) - Ambulatory criteria.
- Maintain a uniform, standardized problem-oriented health record at all sites, consistent with State regulations for paper or as the case may be an EHR.
- Ensure that the health record will minimally include medical, dental, chemical dependency, and mental health information.
- Understand and conform to all State rules regarding ownership of inmate Health records and reports are, and will remain, the property of the Vermont Department of Corrections.
- Provide, in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the state with full and unrestricted access to and copies of the appropriate health records within the scope of legal and regulatory requirements and in accordance with the Vermont Department of Correction's policies, procedures and directives.
- Ensure that **active** Health records not contained within an EHR or stored electronically (other than on portable equipment) for inmates transferred to other facilities within the State of Vermont shall be securely transferred to the receiving facility preferably at the time of the inmates transfer but if not they shall be transferred no greater than **twenty-four (24) hours** of the inmates transfer.
- MU criteria for 2014- Ambulatory (see http://www.cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/Stage_2.html; http://www.gpo.gov/fdsys/pkg/FR-2012-09-04/pdf/2012-20982.pdf)
- Identifying information (i.e., inmate name, unique identification number, date of birth, gender)
- Master Problem list containing medical and mental health diagnoses and treatments as well as known allergies this list will be maintained in the front of the medical record;
- Completed intake/receiving screening form;
- Health assessment form;
- Progress (SOAP) notes of all significant findings, diagnoses, treatments and referrals;
- Provider orders;
- Signed documentation that the ADA policy has been explained to the inmate
- Accommodations requested by and offered to inmates with special needs;
- Results of screenings and assessments and treatment plans developed to address substance abuse and addiction issues;
- Inmate requests for health services, including illnesses and injuries;
- Medication administration records;
- Reports of laboratory, radiology and other diagnostic studies;
- Enable a user to electronically record, store, retrieve, and modify, at a minimum, the following order types:
    - Medications
    - Laboratory
    - Radiology/imaging

- Informed consent and refusal forms;
- Release of information forms;
- Place, date and time of health encounters;
- The health providers name and title;
- Hospital reports and discharge summaries;
- Intra-system and inter-system transfer summaries;
- Specialized treatment plans and evidence of review and revision of treatment plans at regular and appropriate intervals;
- Consultation forms;
- Health Services reports;
- Immunization records, if applicable
- Inmate medical grievance forms; and
- Documentation of all medical, dental and mental health services provided, whether from inside or outside the facility.
- Any assessment of suicide or self-harm risk, or assessment of special observation status;
- Documentation of discussion by the treatment team related to this inmate;
- Documentation of any significant discussion or consultation of or by other medical or mental health professionals, family members, or specialty providers

Other requirements:
A health record will be initiated during the inmate's first health encounter and shall contain complete and accurate records of health services provided during the individual's incarceration.

- The Contractor must ensure that health records are kept current. Each encounter between a health care provider and an inmate must be documented in the health record as soon as possible to ensure that the providers coming onto the next shift are aware of the medical status of any inmate treated during the prior shift.
- An inmate's health record will be available for reference during health and mental health encounters. Documentation will be in the SOAP format or as otherwise required through licensure, policy or procedure, legible and completed with the date, time and place of the encounter, and will have the provider's name, inmate's name, and date on each page that is used. The health provider's signature and title will be electronically recorded for each encounter.
- Each form and document in the health record shall contain identification information including the inmate's name, race, sex, date of birth, personal identification number, and the name of the facility presently maintaining the inmate's health record on each page.
- All outside health services, such as laboratory results, or physician consultation reports, will be filed as part of each inmate's permanent health record.

2.63.3 MU Criteria for Contractor and Lab

The contractor and the EHR shall:

- Incorporate laboratory tests and values/results.

- Electronically receive and incorporate clinical laboratory tests and values/results in accordance with the standard specified in § 170.205(j) and, at a minimum, the version of the standard specified in §170.207(c)(2).
- Electronically display the tests and values/results received in human readable format.
- Electronically display all the information for a test report specified at 42 CFR 493.1291(c)(1) through (7).
- Electronically attribute, associate, or link a laboratory test and value/result with a laboratory order or patient record.

2.63.4 Transmission of Electronic Laboratory Tests and Values/Results to Ambulatory Providers

The contractor and the EHR technology shall be able to:

- Electronically create laboratory test reports for electronic transmission in accordance with the standard specified in § 170.205(j) and do so;
- With laboratory tests expressed in accordance with, at a minimum, the version of the standard specified in §170.207(c)(2).

2.63.5 Exchange of Clinical Information for Continuity of Care and Care Integration
Data shall be entered into the contractor's EHR in accordance with AHS and Vermont's statutes on use of electronic health records and destruction or retention of paper originals**.**

The contractor shall:

- **Coordinate an appropriate and timely exchange of electronic data with the DOC's current vendor as may be required by DOC and the State's IT System.**
- Have the capacity to exchange clinical information and patient summary record, including:
- Electronically receive and display a patient's summary record from other providers and organizations including, at a minimum:
    - Diagnostic test results (Refer to Section 2.31).
    - Problem list.
    - Medication list.
    - Medication allergy list.
    - Procedures in accordance with the standard (and applicable implementation specifications) specified in §170.205(a)(1) or §170.205(a)(2).
- Upon receipt of a patient summary record formatted in the alternative standard, display it in human readable format.
- Enable a user to electronically transmit a patient's summary record to other providers and organizations including, at a minimum
    - Diagnostic results
    - Problem list
    - Medication list
    - Medication allergy list

- Procedures in accordance with the standard (and applicable implementation specifications) specified in §170.205(a)(1) or §170.205(a)(2); and (ii) For the following data elements the applicable standard must be used: (A) Problems. The standard specified in §170.207(a)(1) or, at a minimum, the version of the standard specified in §170.207(a)(2); (B) Procedures. The standard specified in §170.207(b)(1) or §170.207(b)(2); (C) Laboratory test results. At a minimum, the version of the standard specified in §170.207(c); and (D) Medications. The standard specified in §170.207(d).

2.64 Confidentiality of Medical and Mental Health Records and Information
In accordance with P-H-02 and J-H-02, Contractor shall:

- Understand and adhere to rules regarding the sharing of Information with DOC personnel that includes but may not be limited to that which is necessary for the classification, security and control of inmates.
- Maintain the health records of discharged inmates in accordance with the laws of the State of Vermont and policies of the Department of Corrections. Pre-existing health records will be incorporated into the new health record upon an inmate's return to the Vermont Department of Corrections from both the community as well as from out of state facilities.
- Ensure that health records shall be maintained in a confidential and HIPAA-compliant manner at all times, and the Contractor must ensure that all health records are kept secure and intact.
- Promptly make all records available to DOC's legal staff or an inmate's legal, fiduciary or other representative as required by law and respond to all requests for information by DOC within timeframes specified in a request.

2.65 Access to Custody Information
In accordance with NCCHC important standards P-H-03, J-H-03, and MH-H-03, health care professionals shall have access to information regarding the inmate's custody record if it is determined that such information is relevant to the inmate's course of treatment.

2.66 Management of Medical and Mental Health Information
Refer to Section 2.64.

SECTION I – MEDICAL-LEGAL ISSUES

2.67 Restraint and Seclusion
In accordance with NCCHC essential standards P-I-01 and MH-I-01, clinically ordered restraints and clinically ordered seclusions will be available for patients exhibiting behaviors that are dangerous to themselves or others as a result of a medical or mental illness. Health service staff are responsible for monitoring the health status of inmates who are restrained or secluded, and health service staff do not participate in the restraint or seclusion that is ordered by custody staff.

The contractor will comply with DOC Directives #413.08, Use of Restraints and Roles of Security and Health Care Professionals in Facilities, and #413.10, Use of Restraint Chair.

2.68 Emergency Psychotropic Medication
In accordance with NCCHC essential standards P-I-02 and MH-I-02, health service, including mental health staff, will follow policies developed for the emergency use of involuntary psychotropic medications as governed by the laws applicable in the State of Vermont. (See Act 114 as revised or amended)

According to CVR 13-150-011 (2014) (http://www.lexisnexis.com/hottopics/codeofvtrules/) the right to refuse mental health treatment is inherent in informed consent. However, exceptions may occur in **psychiatric emergencies including the risk of harm to self or others**. Currently, Vermont Law requires that before the doctor and the State can ask a judge to allow them to forcibly medicate a person, they have to get a Court Order that actually says the person is dangerous due to their mental health condition. Then the doctors and the State file a petition with the Court to get an Order to forcibly medication the person.

2.69 Forensic Information
In accordance with NCCHC important standards P-I-03 and MH-I-03 and DOC Directive #409.09 Prison Rape Elimination Act (PREA) as well as Federal Statutes
Forensic Information as defined by NCCHC 2014 Standards for Health Services in Prisons ***"is physical or psychological data collected from an inmate that may be used against him or her in disciplinary or legal proceedings".***
The contractor shall:

- Ensure that all staff upon hire including those employed under previous contract for whom the contractor does not have proof of PREA training shall undergo training as described in DOC's Directive
- Provide an Orientation for new hires and continuing education for all staff on this standard as it applies to PREA and other situations typically encountered in corrections
- Provide staff with opportunities to discuss and resolve actual and potential ethical conflicts.
- Ensure that training is provided to all health service and mental health staff relative to prohibition against the collection of forensic (i.e., investigative, evidence-gathering) information.

2.70 End of Life Decision Making
NCCHC P-1-04
Refer to Section 2.9.4 and DOC Directive #353, Terminal Illness and Inmate Death – Facilities (http://www.doc.state.vt.us/about/policies/rpd/correctional-services-301-550/351-360-programs-health-care-services/353).

2.71 Informed Consent and Right to Refuse

In accordance with NCCHC important standards P-I-05 and MH-I-04, DOC Policies and Procedures and Vermont statutes; all examinations, treatments, and procedures will be governed by informed consent practices that are applicable in the State of Vermont.

The Contractor shall:

- Ensure that a patient's informed consent is obtained prior to all examinations, treatments and procedures in accordance with applicable State laws and regulations,
- Ensure that as necessary or required informed consent of next of kin, guardian or legal custodian will be obtained except in the case of an emergency.
- Ensure that an inmate's right to refuse health evaluations, care (including mental health) and treatment is respected and not violated.
- Ensure that an inmate's refusal of treatment is documented by a waiver signed by the inmate and included as a part of the inmate's medical record.
- Provide the inmate with a full explanation of risks and benefits of refusal which must be delivered in a manner understandable by the inmate (free of language, literacy, vision, hearing or other barriers to understanding).
- Submit its consent and right to refuse treatment forms to DOC for review and approval unless contained within previously approved DOC P and P.

2.72 Medical and Other Research

In accordance with NCCHC important standard P-I-06 and MH-I-05, and AHS Policies and Procedures for biomedical, behavioral, or other research that includes inmates as participants must be consistent with established ethical, medical, legal, and regulatory standards for human research.

The contractor shall:

- At no time agree to an inmate's request for or pursue participation on behalf of an inmate in Medical or other research without informing DOC HSD which shall consult with DOC's legal counsel (who shall advise re: inmate's legal representation) and as needed the AHS Institutional Review Board (IRB)

2.73 Performance Incentives

2.73.1 NCCHC Accreditation

Contractor is required to maintain NCCHC accreditation for every current and future facility in the State system. If certification accreditation by the NCCHC is lost at any time, a $500 holdback per day/per non-accredited facility will be assessed against the vendor until the non-accredited facility(ies) receives either a provisional accreditation or is fully accredited. If the NCCHC issues a provisional accreditation, the $500 per day/per facility will be waived up to one hundred and eighty (180) days. The beginning and ending dates of the holdback will be governed by any written communication from the NCCHC.

2.73.2 Payment Adjustments

All performance incentives, penalties, and /holdbacks will be documented and discussed with Contractor. If the Contractor disagrees with the findings they may submit additional material in support of the standard having been met for review by the Health Services Director. The decision of the Health Services Director will be final.

The parties acknowledge and agree that penalties included in this contract shall not apply in situations where the Contractor's failed performance is related to events or actions outside of the control of the Contractor.

SECTION J – PAY-FOR-PERFORMANCE (P4P) METRICS AND FINANCIAL INCENTIVE CALCULATOR (Appendix 5.21 & Appendix 5.22)

2.74 Performance-Based Financial Model

In consideration of efforts in the state of VT to move to a single-payer financing system consistent with Act 48, the DOC is seeking price proposals that will be incorporated into a reimbursement structure that includes performance-linked payments (PLPs), holdbacks, and, as necessary, penalties for actual damages.

2.74.1 Price Proposals

Refer to Table 1 & Appendix 5.23, "Price Proposals." The DOC has determined that it is in the best interest of the state to negotiate the following compensation for the contractor in years 1, 2 and 3:

- A PIPM rate for **Comprehensive Health Care Services,** with the exception of Pharmaceuticals, Off-Site, and Regional Office expenses.
- A PIPM rate for **Pharmaceuticals Only.** The proposed PIPM rate solely for pharmaceuticals shall be based, in part, on the contractor's ability to purchase medications through the federal 340(b) Drug Pricing Program.
- A flat rate not to exceed **$2,035,000 in year 1** for all **Off-Site Services**, including:
  - All hospital stays less than 24 hours that are not covered by GMC.
  - Emergency Room
  - Ambulance
  - Office Visits
  - Dialysis
  - Outpatient One-Day Procedures
  - Outpatient X-ray
  - Laboratory Services
- A flat rate not to exceed **$1,755,276 in year 1** for **Regional Office** expenses and all expenses related to the administrative infrastructure that is necessary to provide statewide oversight and governance of all aspects of health service operations outlined in this RFP.

The PIPM rates for Comprehensive Health Care Services and Pharmaceuticals Only shall be based on the average daily population (ADP) for the month, as reported by the DOC. However, if the ADP drops below 1,300, the DOC reserves the right to negotiate a unique PIPM rate.

2.74.2 Holdbacks
Starting in the 7th month of contract implementation, a 5% holdback of the contractor's total invoice shall be retained by the DOC for no longer than 60 days past the end of each contract year or until the DOC has determined that the contractor has discharged itself of all obligations under the contract for that contract year.

At the start of each consecutive year of contract implementation, a 5% holdback of the contractor's total invoice shall be retained by the DOC through the end of the 12-month period as outlined above or until the DOC has determined that the contractor has discharged itself of all obligations under the contract. The DOC will identify the criteria to be used to determine holdbacks. Some of the possible criteria are listed in Appendix 5.22, "Summary of Performance-Linked Metrics, Holdbacks, Penalties, and Additional Incentive Payments."

2.74.3 Penalties
If assessed, penalties shall be deducted from the contractor's total remittance for the month.

2.74.4 Calculating Performance-Linked Payments
In order to encourage a high standard of performance, the DOC intends to provide supplemental payments to the contractor for timely provision of critical care components and submission of reports that accurately reflect the delivery of quality care in DOC facilities.

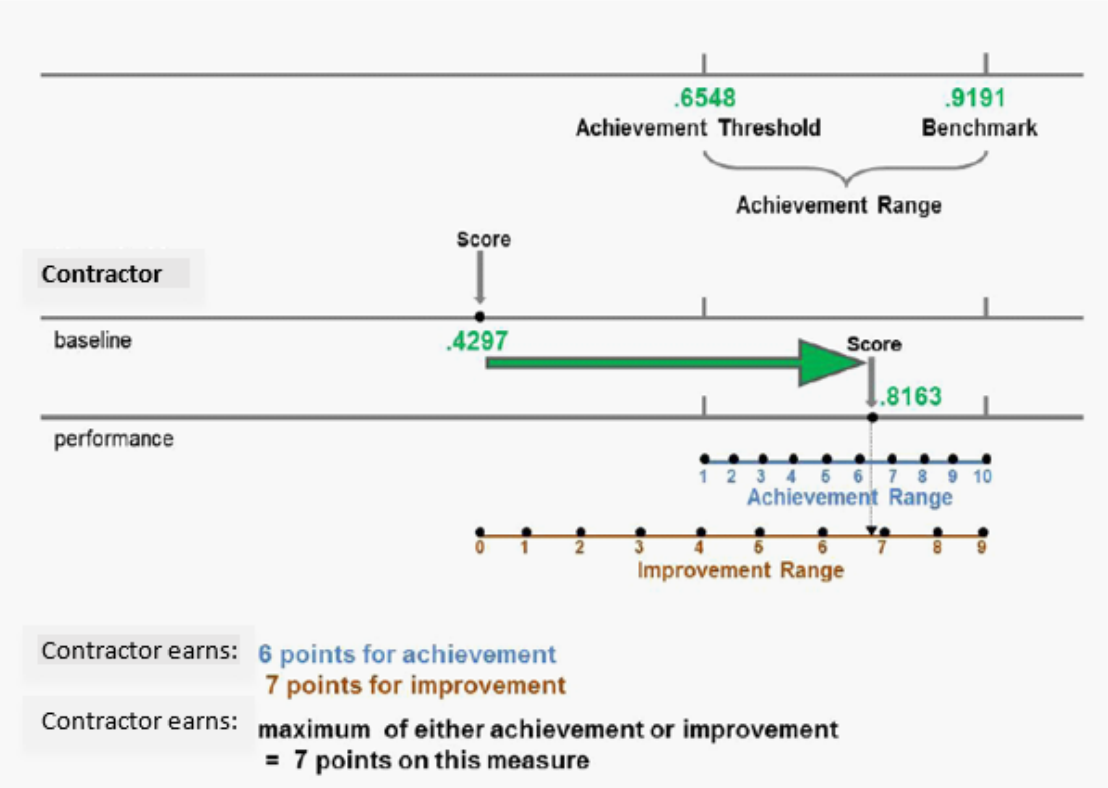
Throughout this section, refer to Appendix 5.22, "Summary of Performance-Linked Metrics, Holdbacks, Penalties, and Additional Incentive Payments" and Appendix 5.21 Excel document "Performance-Linked Payments (PLP) Calculator." The DOC has chosen a phased approach to incorporating PLPs into the contract. The DOC will identify, at its discretion, within 90 days of the start of the contract in the first year and within 30 days of the close of the previous year for all subsequent years the specific set of metrics to be used for PLPs in each year of the contract.

Performance-Linked Payments (PLP) are defined as: Payments to the contractor based upon a fixed model of performance indicators, baselines, benchmarks, and thresholds. The contractor will have the opportunity to earn PLPs based on "achievement points" or "improvement points," whichever is greater. These and other germane terms are described below and visually presented in Figure 1 "Calculating Achievement and Improvement Points:"

- **Performance indicator** – A measure, usually displayed in numerator/denominator format, used to evaluate completion of a particular activity in which the contractor is engaged. Performance indicators shall be determined by the DOC.

- **Numerator** – The number from the denominator that fulfills the numerator definition for the specific metric, as specified by the DOC.
- **Denominator** – The DOC has described how the denominator will be calculated for each metric.
- **Baseline** - A point in time measure of the contractor's performance from which the DOC can monitor changes or improvements in the contractor's performance in subsequent reporting periods. Failure on the contractor's part to achieve a baseline performance level may result in a financial penalty.
- **Benchmark**—The highest standard for comparing the contractor's performance on a specific metric. In some cases, the benchmark is based on data used for calculating NCQA-HEDIS measures. In other cases, the benchmark may be based in part on NCCHC criteria or the DOC's policies and procedures. In yet other cases, a benchmark has not been established. For metrics without an established benchmark, the DOC will establish the benchmark based, in part, on the contractor's reported numerator and denominator for the initial **6 months** of the contract.
- **Threshold** – The lower bound of the achievement range, the threshold is the minimum payment that the contractor must achieve to be eligible for achievement points. In some cases, the threshold is based on the 50^{th} or 25^{th} percentile score for NCQA-HEDIS measures. In other cases, the threshold may be based on NCCHC criteria or the DOC's policies and procedures. In cases where a threshold has not been established, the DOC will establish the threshold based***, in part***, on the contractor's reported numerator and denominator for the initial **6 months** of the contract.
- **Achievement range –** The difference between the benchmark and the threshold, on a linear scale ranging from 0 to 10.
- **Achievement points**– Achievement points will be awarded based on the contractor's performance against the established threshold and benchmark. Performance scores between the threshold and the benchmark will receive between 0 and 9 points, based on a linear scale established for the achievement range for the specific measure. For scores greater than or equal to the benchmark, the offeror will earn 10 points for that particular measure. No achievement points will be awarded if the contractor's score is below the threshold.
- **Improvement range** – The difference between the baseline and the benchmark, on a linear scale ranging from 0 to 10.
- **Improvement points** – Improvement points will be awarded based on the contractor's performance against the established baseline and benchmark. Performance scores between the baseline and the benchmark will receive between 0 and 9 points, based on a linear scale established for the improvement range for the specific measure. For scores greater than or equal to the benchmark, the offeror will earn 10 points for that particular measure. No improvement points will be awarded if the contractor's score is below the threshold.

Figure 1. Calculating Achievement and Improvement Points.



2.74.4.1 Calculating Maximum PLP-PIPM Rates

The contractor shall receive 100% of the negotiated PIPM rates for Comprehensive Health Care Services and Pharmaceuticals for the first 6 months of the contract. Starting in the 7th month of contract implementation, the contractor will receive 90% of the total PIPM rates. The remaining 10% of the PIPM rate will be paid to the contractor based on the contractor's performance on the metrics specified by the DOC.

Starting in the 13th month of the contract term, the contractor will receive 85% of the total PIPM rate. The remaining 15% of the PIPM rates will be paid to the contractor based on the contractor's performance on the metrics specified by the DOC.

Starting in the 19th month of the contract term, the contractor will receive 80% of the total PIPM rates. The remaining 20% of the PIPM rates will be paid to the contractor based on the contractor's performance on the metrics specified by the DOC.

Starting in the 25th month of the contract term, the contractor will receive 75% of the total PIPM rates. The remaining 25% will be paid to the contractor based on the contractor's performance on the metrics specified by the DOC.

Performance below the established benchmark for a particular measure will be addressed in the contractor's monthly CQI reporting.

2.74.4.2 Example: Calculating Total Remittance Based on PLPs, Holdbacks, Penalties and Additional Incentives

The calculations in this section are for illustrative purposes only. Assume that these calculations are for the 7th month of the contract term in which PLPs and holdbacks apply. **Assume** an ADP of 1,600.

- The DOC negotiated a PIPM rate of $690.50 for **Comprehensive Health Care Services**. Under this category:
    1. The contractor would receive 90% ($621.45) of the negotiated PIPM rate multiplied by the ADP ($621.45 x 1,600 = **$994,320**).
    2. The contractor would be eligible to receive 10% ($69.05) of the negotiated PIPM rate.
        a. **Assume** the contractor received an average score of 6/10 (60%) on the performance-linked metrics for comprehensive health services.
        b. Multiply the PLP-PIPM rate by the average score and the ADP to calculate the total PLP ($69.05 x 60% x 1,600 = **$66,288**).
- The DOC negotiated a PIPM rate of $105.75 for **Pharmaceuticals Only**. Under this category:
    3. The contractor would receive 90% ($95.18) of the negotiated PIPM multiplied by the ADP ($95.18 x 1,600 = **$152,288**).
    4. The contractor would be eligible to receive 10% ($10.57) of the negotiated PIPM rate.
        a. Assume the contractor received an average score of 8/10 (80%) on the performance-linked metrics related to pharmaceuticals.
        b. Multiply the PLP-PIPM rate by the average score and the ADP to calculate the total PLP ($10.57 x 80% x 1,600 = **$13,529.60**).
- No penalties were imposed.
- During a snowstorm, the contractor responded appropriately to an instance of an inmate in restraint for longer than eight (8) hours, for an additional incentive payment of **$500**.
- The DOC negotiated a flat rate of **$160,000** per month for Off-Site services.
- The DOC negotiated a flat rate of **$140,000** per month for Regional Office expenses.
- Add the results from above:
    5. 90% of PIPM rate for **Comprehensive Health Care Services** - $994,320
    6. **PLP earned for Comprehensive Health Care Services** - $66,288
    7. 90% of PIPM rate for **Pharmaceuticals** - $152,288
    8. PLP earned for **Pharmaceuticals** - $13,529.60

9. Penalties – $0
10. Additional Incentive Payments - $500
11. Monthly rate for **Off-Site Services** - $160,000
12. Monthly rate for **Regional Office** - $140,000

- **The total, before holdback, would be $1,526,925.60**
- Subtract a 5% **holdback:** $76,346.28
- **The total remittance would be $1,450,579.32**

2.75 Summary of Duties
This is not intended to be a comprehensive list of requirements, but rather is meant to serve as a quick reference of the key requirements found in this Chapter.

Key Contractor Essential Duties with description of service and requirements

All referenced duties having standards addressed by NCCHC Standards shall be as stated in 2008 MH and 2014 Prisons and Jails or as determined by DOC P & P or Directives

Receiving Screen
Performed by health-trained or qualified health care personnel on all inmates within two to four (2-4)-hours of an inmate's arrival to DOC facility.

Health Appraisal (History and Physical)
Inmates housed in DOC facility for longer than 48 hours receive a health appraisal within 7 days of their arrival in the facility. Appraisal documentation must conform to NCCHC standards for prison and jails.

Chronic Disease Management
The contractor(s) will provide comprehensive, evidence based, trauma informed medical and mental health services to address the management of chronic diseases.

Treatment Protocols
The contractor will provide health services staff with training and access to protocols which will provide guidance in the evaluation and treatment of common health conditions. The treatment protocols shall be designed and implemented to ensure appropriate utilization of clinically proven, cost effective treatment modalities.

Sick Call
Contractor's sick call system must conform to DOC Directives P & Ps and prevailing State law and NCCHC standards.

Health Promotion and, Disease Prevention
Contractor must provide quality improvement programs that educate inmates on important health care issues (e.g., smoking cessation, drug and alcohol abuse, and sexually transmitted diseases).

Emergency Services
Contractor must have physicians available on-call to provide 24-hour emergency services. Emergency care is defined by DOC and NCCHC guidelines Infirmary and Special Housing Unit Services. Infirmary services include 24-hour/day nursing observation with physician consultation available 24-hours/day, seven days/wk.

Off-site Specialty Services
Contractor must provide a coordinated system of providing necessary health services not otherwise available within the facilities through outside specialists Contractor must provide the Department of Corrections Medical Director with a list of all qualified medical specialists to be utilized.

Dietary management
In accordance with NCCHC standards, Contractor shall coordinate reviews of all therapeutic diets at least every 6 months with a registered dietician.

Prosthetics
Contractor shall establish contracts with local prosthetic companies; prosthetics must conform to DOC security requirements.

Optometry
Contractor must pay for the dispensing, evaluation and fitting services of an optometrist.

Pharmaceutical
Contractor shall provide a cost-effective pharmaceutical system that meets state and federal requirements and has adequate security procedures in place to ensure that control over prescription drugs is maintained at all times.

Medical Records and documentation of care
Contractor is expected to maintain problem-oriented electronic health records, which are consistent with state regulations and community standards of practice.

CQI
Contractor shall implement a CQI program, as set forth by DOC and NCCHC guidelines.

3.0 Proposal Submission Requirements

3.1 General
Each offeror must be able to be licensed, bonded, insured and certified to do business in the State of Vermont by the time the contract is executed. The proposed and any subcontractors must furnish evidence in providing healthcare services.

3.1.1 Acceptance of Proposals
Each offeror may submit one (1) proposal. Alternate proposals will not be allowed and will cause the rejection of the alternate proposal and any other proposal submitted by the offeror.

The State will accept all proposals properly submitted. After receipt of the proposals, the State reserves the right to sign a contract, without negotiation, based on the terms, conditions, and premises of the RFP and the proposal of the selected offeror. Proposals must be responsive to all requirements in the RFP in order to be considered for contract award. The proposal and its conditions must remain valid for six (6) months from the date of proposal submission.

The State reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the State. Where the State may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with RFP specifications and other contract requirements if the offeror is awarded the contract.

The State also reserves the right to request proposal clarification or correction, reject any or all proposals received, or cancel the procurement, according to the best interest of the State.

3.1.2 Proposal Amendments and Rules for Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request to Vermont DOC for its withdrawal that is signed by the offeror's authorized agent.

Offerors are allowed to make amendments to their proposals if the change is submitted by the proposal due date subject to the conditions outlined in Subsection 3.1.1. The submission should be clearly labeled as Amendment to Proposal. Unless requested by Vermont DOC, the State will not accept any amendments, revisions, or alterations to proposals after the proposal due date.

3.1.3 Cost of Preparing Proposals

All costs incurred by the offerors during the preparation of their proposals and for other procurement-related activities will be the sole responsibility of the offerors. The State will not reimburse the offerors for any such costs.

3.1.4 Disposition of Proposals

The successful proposal will be incorporated by reference into the resulting contract and will be a matter of public record. If the proposal includes material that is considered by the offeror to be proprietary and confidential under Vermont law, the offeror shall clearly designate the material as such, explaining why such material should be considered confidential.

The offeror must identify each page or section of the proposal that it believes is proprietary and confidential, with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the offeror if the identified material were to be released. A general statement that an entire proposal is proprietary is not acceptable.

All material submitted by offerors becomes the property of the State of Vermont, which is under no obligation to return any material submitted by an offeror in response to this RFP. The State

shall have the right to use all systems concepts, or adaptations of those ideas, contained in any proposal, and this right will not be affected by selection or rejection of the proposal.

3.1.5 Freedom of Information and Privacy Act

Offerors should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act, the Privacy Act, and all rules, regulations, and interpretations of these Acts. By submission of a proposal, the offeror agrees that the Privacy Act of 1974, Public Law 93-579, and the Regulations and General Instructions issued pursuant thereto, are applicable to this contract, and to all subcontracts hereunder.

3.1.6 Vermont Tax ID Number

A Vermont business account tax number is required if the Contractor is a corporation or if the Contractor, under whatever form of business, has employees who are subject to Federal income tax withholding and who perform their services within the State of Vermont. Contracts cannot be executed without a Vermont Tax ID.

3.1.7 Utilization of Small Business, Minority, and Woman-Owned Concerns

The State of Vermont and the Department of Corrections attempt to ensure that a fair portion of the purchases and contracts for supplies and services for the government should be placed with small business concerns. By the submission of a proposal, the offeror shall agree to accomplish the maximum amount of subcontracting to small business, minority, and woman owned concerns that the Contractor finds to be consistent with the efficient performance of this contract.

3.1.8 Bank Letter of Credit Requirements

The selected contractor must provide a bank letter of credit of ten percent of the first year's contract amount within thirty days after notice of contract award. A bank letter of credit should be in effect the full term of the contract.

3.2 Submission Deadline and Address

Proposals must be received by the DOC no later than 4:00 PM ET on Friday, July 25, 2014. Offerors are encouraged to submit proposals prior to the deadline and to confirm the DOC's receipt of their proposal sufficiently in advance of the deadline in order that alternative delivery arrangements may be made, if necessary.

Proposals should be delivered to:
Health Services Division
Attn: Kimberly Gorton
Department of Corrections
103 South Main Street
Waterbury, VT 05671

Offerors are solely responsible for ensuring the timely delivery of their proposals. Any proposals delivered after the deadline, based on the time of delivery as determined by the DOC, will not be accepted.

The DOC will open all proposals at 2:00 PM ET on Monday, July 28, 2014 at which time the Department will acknowledge receipt of the offeror's proposal.

3.3 Proposal Format

Proposals must be submitted on single-sided (8 ½" by 11") paper without permanent binding; loose-leaf binding is permissible. Font size shall not be less than 10 point for any section, exhibit or appendix of the proposal. Any attachments or exhibits must be provided on letter size paper. Ink and paper colors must not prevent the entire proposal from being photocopied. The use of divider tabs is required. Ring binders must be no larger than three (3) inches. If necessary, multiple volumes should be submitted.

Offerors must submit an original and nine copies of the proposal. The original must be clearly marked on the outside cover as such. All signatures in the original proposal should be in blue ink, to allow for easy verification that they are not photocopied.

The outside cover of all packages containing the proposal should be marked:

DEPARTMENT OF CORRECTIONS PROPOSAL
RESPONSE TO COMPREHENSIVE HEALTHCARE SERVICES FOR INMATES RFP
(Name of Offeror)

3.4 Technical Proposal

3.4.1 Contents

The technical proposal must consist of the following elements, in the order listed below:

Transmittal Letter
1. Executive Summary
2. Corporate Background and Experience
3. References
4. Key Personnel
5. Core Network Composition
6. Responses to Questions
7. Innovative Reform Initiatives

Each of the eight major sections should be separately tabbed, for easy identification. Each of the sub-sections within section six, "Responses to Questions", also should be tabbed. Every page of the technical proposal must be numbered sequentially, including attachments and appendices.

(Note: the price proposal (Appendix 5.23) will be placed in the section immediately behind the technical proposal; instructions for completing the price proposal are contained in Section 3.5.)

3.4.2 Transmittal Letter

The Transmittal Letter must be signed (in blue ink) by an officer of organization who is authorized by its Board of Directors to bind it to the provisions of the RFP and Proposal. The Transmittal Letter must include the following:

A statement that the offeror has read, understands, and is able and willing to comply with all standards and participation requirements described in the RFP.

A statement attesting to the accuracy and truthfulness of all information contained in the proposal.

A statement that the proposal was developed independently, without collusion, conflict of interest, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to the proposal of any other offeror or competitor.

A statement of Affirmative Action that the offeror does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, sexual orientation, marital status, political affiliation, national origin, or handicap; and complies with all applicable provisions of Public Law 101-336, the Americans with Disabilities Act.

Identification of the person who will serve as primary contact for the State's Issuing Officer, and that person's address, telephone number and fax number.

3.4.3 Executive Summary

The Executive Summary should provide an overview of the proposing organization and a general description of the approach to meeting the requirements of the RFP. The Executive Summary should be no longer than five single-spaced pages.

3.4.4 Corporate Background and Experience

The offeror must complete Forms A - “Corporate Experience” and B – “Representations and Certifications”, included in Appendix 5.4. The completed forms should be placed at the front of this section. The offeror should also provide a narrative description of its business (corporate) organizational structure and relevant experience in providing health care services to detained and incarcerated populations in jails and prisons within the United States. As part of the description, the offeror should include a corporate organizational chart, showing the parent company and all subsidiaries, including the proposing organization (as applicable).

If the proposer is a new offeror, it should further include an implementation plan describing the major activities to be performed, and their associated timelines, from date of contract award

through February 1, 2005. The implementation plan should demonstrate that the offeror would be able to meet all contractual requirements by the contract effective date. Its scope should include, but is not limited to:

- Hiring of key personnel
- Contracting with network providers
- Development of policies and procedures
- Development and testing of information systems
- Staff recruitment education and training
- Transition of responsibilities from current contractor

The corporate background and experience description, excluding attachments, should be no longer than five single-spaced pages. The implementation plan, if applicable, should be no longer than an additional ten single-spaced pages, excluding attachments.

The Contractor shall submit a copy of their most recent audited financials. If the Contractor's financial statements are audited, and audited financials are not available by the submission deadline, interim financials will be accepted, with the understanding that audited financials will be sent to the Department upon completion.

3.4.5 References

The offeror must include three business references that demonstrate the offeror's prior experience in the areas for which services are being offered. The references must come from the list presented on Form A – "Experience". The offeror should identify the three references to be contacted on a separate page, being certain to include telephone and fax numbers for the contact person. For each reference, the offeror should list any personnel proposed for the Vermont DOC contract who worked for the reference client. Offerors may not use Vermont DOC as a reference.

3.4.6 Key Personnel

The Offeror must complete Form C (see Appendix 5.3) – Key Personnel—according to your proposed organizational structure, identify the individuals filling the following positions:

- Chief Executive Officer
- Chief Financial Officer
- Chief Legal Counsel
- Regional Manager for Vermont
- Person to whom Regional Manager reports
- Statewide Medical Director
- Statewide Nursing Director
- Director of Psychiatry
- Director of Behavioral Health
- Director of Care Coordination

- Quality Improvement Director
- Information Systems Director

If any positions will be the shared responsibility of corporate and Vermont staff (e.g., Medical Director), both individuals should be identified on Form C.

The offeror must also indicate on Form C whether an identified individual will be an employee or will work under contract. If no one has yet been identified for a position, the space should be left blank. If a single individual will perform more than one function, he/she should be listed in each space as appropriate. The completed Form C should be placed at the front of this section.

The offeror should place directly behind Form C copies of resumes or curriculum vitae for all persons identified on the Form. The resumes should be current, showing the positions held by the individual in chronological order up to the present.

Finally, the offeror should include job descriptions for each of the key personnel positions, placed behind the resumes. The descriptions should delineate educational, work experience, and licensure requirements, as applicable. For shared corporate and Vermont positions, the descriptions should clearly delineate how responsibility and authority are divided.

3.4.7 Core Network Composition

The offeror must provide evidence that it has assembled a provider network capable of meeting the core requirements specified in Chapter Two by completing Form D – "Core Network". On the first page of Form D the offeror must list the specific providers, by service type, for which it holds contracts or letters of intent (a checkmark shall be placed in appropriate box to indicate whether a letter of intent or a contract is in place). The service types for which this information must be submitted include:

- Hospitals
- Primary care physicians
- Dentists
- Specialist physicians
- Pharmacy vendor

In addition, the offeror shall identify the persons filling the following positions:

- Lead physician for each correctional facility (one physician may cover multiple facilities; the total number should not be less than three and should not include the Medical Director)
- Lead registered nurse for each correctional facility
- Lead psychiatrist/advanced practice nurses for each correctional facility (one psychiatrist/advanced practice nurse may cover multiple facilities; the total number should not be less than two and should not include the Medical Director)

- Lead mental health professional for each correctional facility

On the second page of Form D, the offeror must provide an estimate of the number of physician, physician assistant, nurse practitioner, RN, LPN, nurse aide, and Dental hours per facility. The hours are inclusive of the persons counted on page one (lead physicians and nurses) but exclusive of any network specialists with whom the offeror may contract.

On the second page of Form D, the offeror must provide an estimate of the number of psychiatrist, psychologist, nurse practitioner, and other allied mental health professional hours per facility. The hours should include the persons counted on page one (lead psychiatrists/psychologists and allied mental health professionals) but exclude any network specialists with whom the offeror may contract.

Behind Form D, the offeror must include a contract signature page, letter of intent, or evidence of employment for each of the providers listed on page one of the form. The signature pages/letters of intent should be inserted in the same order as the names appear on Form D. Offerors may format the letters of intent in any manner, as long as the language specifically references the DOC inmate population as the group being served.

Third, the offeror must include in this section model contracts for hospitals and physicians. If the offeror uses different model contracts for primary care and specialist physicians, both types must be submitted.

The State recognizes that offerors may not be able to fully assemble the physician, psychiatrist/advanced practice nurse, allied health professional and nurse portion of the network prior to the proposal submission due date. Positions that are unfilled should be left blank on the first page of Form D. If there are unfilled positions, the offeror should be certain to address its method and timetable for filling these positions as part of its implementation plan.

The Contractor shall submit for review all policies and procedure regarding their labor practices and a summary of all labor-related litigation for the last five years including any current or pending cases.

3.4.8 Innovative Reform Initiatives

Vermont DOC will consider innovative reform initiatives that advance the State's objectives for providing inmate healthcare that ; **cost effective, provides a savings to the state**, can be **integrated** with other state systems, **provides high quality care** with **measurable outcomes**. Offerors have the option of including a description of suggested innovations in the final section of their proposals.
The following bullets provide several options for proposals that are consistent with the characteristics which would advance the state's objectives for care provision. However, the State encourages all offerors to submit credible proposals of their own choosing for consideration. Offerors may be eligible to receive additional points in the evaluation if their proposal

substantively distinguishes itself from others through creativity and demonstrates as many of the highly sought after characteristics as possible. .

In particular, the State is interested in creative approaches for:

- **Telemedicine – describe how the above principles would be applied** – bear in mind the difficulty and cost of travel in a rural state and the challenge of a limited workforce spread out over eight facilities. DOC is currently using telepsychiatry and telepsychology to some extent in all facilities. Proposals including the use of this delivery mechanism should discuss how the Contractor would address coordination of psychotropic medications prescription and oversight as well as using this method to provide urgent or acute consultation as well as chronic disease care and management.
- Controlling pharmacy costs, including the feasibility of purchasing medications through the 340(b) Drug Pricing Program or contracting with a College of Pharmacology for oversight and management of the pharmacy system or utilizing an independent pharmacy supplier.
- Reducing cost associated with use of temporary and agency nursing staff.
- Reducing the need for off-site specialty physician services through the use of "circuit rider" physician specialists who conduct consultations and examinations at correctional facilities (to the extent appropriate and feasible).
- Dialysis- it is the intent of DOC within the next 12-18 months to develop a three seat on-site dialysis unit at the Southern State Correctional Facility –the offeror should briefly describe the elements essential for establishing this unit-please include description of hiring, training of dialysis nurses and DOC personnel; include start-up costs; costs involved for materials and supplies and; please state any drawbacks to development of the unit.

Commencing with the seventh (7^{th}) month of the contract, VDOC and the Contractor will discuss and possibly implement one or more innovative reform and quality care incentive initiatives. The discussions will not be limited to those proposed within the Contractor's RFP response.

3.4.9 Questions for Offerors

The offeror must describe its ability and approach to providing the requested services by responding to each of the questions listed below. Responses to questions must be preceded by repetition of the question and must be in the same sequence as they are presented in this Chapter of the RFP. Any attachment(s) submitted in response to a question must be marked clearly with the question number to which it refers.

Offerors are cautioned to submit only those materials that directly relate to the questions posed. Responses to questions should be efficiently constructed and no longer than necessary to demonstrate, as applicable, the offeror's understanding of its responsibilities, ability to provide the requested services and approach to performing its duties.

Answers to questions are presumed to apply to the offeror's operations throughout all facilities. Where this is not the case, the offeror should make clear how its approach will differ from one facility to another.

Offerors are encouraged to include policies and procedures (draft or final) including those provided by DOC that apply as attachments to narrative answers, where appropriate. Offerors are likewise encouraged to include copies of any assessment or screening forms to be used with inmates. The offeror may use any provided by DOC as "sample" (note that some questions require submission of such forms).

Organizational Finance & Structure & Health Information Technology:

1) Offerors should describe their organizational structure including the regional management team that serves as the primary bidirectional conduit for communication between DOC and the contractor and; also describe the facility level management and clinical care team. Please refer to Procurement Overview and Service Integration sections for the description of the "integrated health services components.
2) Offerors should describe how they would structure and utilize Peer Recovery and Support Services within the comprehensive health service program.
3) Financial Viability of the Offeror
    a) What is the offeror's Current Ratio, as calculated by the formula: Current Ratio = Current Assets/Current Liabilities
    b) What is the offeror's Days in Cash, as calculated by the formula: Days in Cash = (Cash + Cash Equivalents – Restricted Cast) / [(Operating Expenses – Depreciation)/365]
    c) What is the offeror's Solvency Ratio, as calculated by the formula: Solvency Ratio = (Net Income + Depreciation) / (Short-Term Liabilities + Long-term Liabilities)
    d) What is the offeror's Debt Service Coverage ratio, as calculated by the formula: Debt Service Coverage Ratio = EBITDA / (Principal + Interest Payments)
    e) What is the offeror's available borrowing capacity?
    f) What is the offeror's available bonding capacity?
    g) Please provide a complete set of audited financial statements for the past 5 years.
4) Provide evidence to support the offeror's available surety bond or letter of credit (minimum of $500,000).
5) Offerors should complete Table 1 - example below (also in Appendix 5.23) with their proposed Per Inmate Per Month (PIPM) rates for base health services (medical and mental health) and pharmacy costs and fixed-fee proposals for offsite services and Regional Office expenses

Table 1 - Price Proposals (see Appendix 5.23)

Proposal	Year 1	Year 2	Year 3
Per Inmate Per Year Cost for Catastrophic Loss Cases (greater than **$85,000 per year, per patient**)			
PIPM rate for Comprehensive Health Care Services			
PIPM rate for Pharmaceuticals			
Flat rate for Off-Site Services (not to exceed **$2,035,000 in Year 1**)			
Flat rate for Regional Office (not to exceed **$1,755,276 in Year 1)**			

6) Describe the capacity of the offeror's EMR (that meets 2014 MU criteria) to collect, track, and report the data necessary to calculate each of the numerators and denominators required to report on the metrics as specified in Appendix 5.22, "Summary of Performance-Linked Metrics, Holdbacks, Penalties, and Additional Incentive Payments."
7) For each numerator and denominator that will not be calculated using an EMR:

a) Describe how the contractor would collect and track the data required to calculate the numerator and denominator.
b) Describe how the accuracy of data collected and tracked through manual, paper-based systems could be verified by the DOC or an independent auditor.

8) Describe how the offeror would implement a continuous quality improvement (CQI) program based on the NCCHC standards as well as the selected P4P metrics from the National Commission on Quality Assurance-Health Evaluation Data Information Set (NCQA-HEDIS), the Centers for Medicaid and Medicare Services (CMS), and the RAND Corporation.
9) Describe how the offeror would utilize Care Coordinators to ensure continuity of care for inmates.
    a) How will Care Coordinators provide continuity of care for inmates being admitted to the DOC?
    b) How will Care Coordinators provide continuity of care for inmates who are inter/intra-transferred?
    c) How will Care Coordinators provide continuity of care for inmates who are released to the community?
10) Describe the offeror's capacity to implement a 2014 MU-certified EMR in Vermont's correctional facilities.
    a) Describe the offeror's timeline for implementation.
    b) Offerors should present a plan regarding how the workforce will be trained in the EMR. The EMR training curriculum should be specific to the requirements of each job classification (i.e., LNA, LPN, RN, QMHP, APRN, MD, etc.) functional requirements.
    c) Specify whether the EHR would be hosted distantly or on-sight in Vermont.
11) Please provide or specify the following:
    a) How you will accomplish data hosting and hosting specifications.
    b) How you will accomplish Data Conversion and Migration from the current vendor to your system
    c) Use of HL7 as a standard
    d) System Requirements for a Data Dictionary
    e) How you will accomplish Interfacing with DOC's Offender Management System
    f) How you will accomplish Import and export of data
    g) Your Helpdesk procedures for issues DOC staff (and contractor) have when using the system
    h) Cost table that shows projected IT cost of the EHR or other IT services

Clinical Care:

<u>Receiving and Intake Screening</u>

1) How will the offeror meet the requirements that the receiving screening be reviewed in a timely manner by a registered nurse when it is conducted by an LPN? Provide specific

information as to how those inmates presenting with acute medical or mental health conditions will be referred.

2) Provide detailed evidence based protocols that will be used for training or re-training staff for effectively evaluating and triaging inmates presenting in need of opiate, benzodiazepine detoxification and/or alcohol withdrawal. DOC has provided sample forms and the specific P and P. Training should reinforce guidelines for notification/communication with medical providers, determination of when transfer to hospital or other higher level setting (i.e. infirmary) vs on-site management is indicated, and appropriate use of adjunctive medications.

3) Describe the offeror's process for evaluation of the mental status of newly admitted inmates and the criteria by which determination of suicidal risk is assessed, including static and dynamic factors.

Health Assessments

4) DOC has a policy memo that addresses this area; please read the policy memo and determine what different or additional course of action you would take:

   Describe the offeror's process and timeframes for conducting inmate health assessments including Initial History and Physical examinations and Health prevention and Maintenance. In the description, include a description of
   a) Mechanism and criteria used to assess the inmate's condition in terms of any potential impact on housing or work assignments.
   b) Process for coordinating and collaborating with community providers.
   c) Please describe your ideal for the provision of Women's Health Services across the life-span; including Gyn and obstetrical care for high risk women; follow-up of abnormal Pap smears.

Inmate Workers

5) Describe the following:
   a) The manner in which monitoring of health status of inmates working in food service subsequent to their initial approval.
   b) Your plan for vaccinating inmate food service workers for Hepatitis A and B

Sick Call

6) Describe how the offeror will manage "sick call" requests to include the standards that will be used to assure
   a) Prompt and accurate triage
   b) Referral to the appropriate level of professional care
   c) Timely follow up
   d) Efficient and effective use of medical and mental health professionals

e) Appropriate response to multiple similar requests from an individual inmate
f) Adequate sick call hours to respond to requests
g) Prompt and adequate response to sick call in special management units special management units- segregation, close custody, Acute Stabilization, etc.
h) Possible use of tele-med to address issues

Health Education

7) Describe how you would implement a health education program for inmates using the manual provided by DOC.

Emergency Services

8) Describe the offeror's implementation processes and procedures with respect to emergency services and include the following:
   a) Nursing protocols for evaluation of common urgent medical problems and common and urgent mental health conditions.
   b) Assurance that physician response will be readily available 24 hours a day, 365 days a year.

Infirmary/Special Housing Unit Services

9) VDOC provides both infirmary care and medical bed care. Describe the offeror's proposed approach to providing infirmary services in those Vermont facilities with infirmaries. In the description, address the following:
   a) Infirmary leadership
   b) Delegation of infirmary management
   c) Ideal staffing pattern for a 10 bed infirmary include infirmary 'gatekeeper', and service coordinator
   d) Coordination with other portions of DOC facility staff regarding admissions to or discharge from the infirmary, transfer to/from inpatient care, communication between inmate and community contacts when the inmate is critically or terminally ill
   e) Describe five (5) ways in which a hospice program for inmates would need to be adapted to a correctional facility?

Services for Incapacitated Persons

10) Describe the offeror's
   a) Knowledge base regarding incapacitated persons (INCAPs) and their legal status in DOC
   b) Policies and procedures for providing in-take screening* and observation services for incapacitated persons lodged at the correctional facility.

*The form that is currently in use will be provided.

Service Coordination

11) Describe the offeror's case/care coordination system. In the description, address all of the following:
    a) Educational and training requirements for case/care coordinators.
    b) Anticipated case/care coordinator-to-inmate ratios, and how the ratio was established.
    c) How case/care coordinator's activities will be overseen and monitored, and performance evaluated.

12) Describe how the offeror will coordinate and communicate with security and case staff to prevent suicide and self-injury and how the effectiveness of the suicide and self-injury prevention program will be assessed.

Specialty Outpatient Services

13) Identify the range of physician specialty services the offeror intends to provide (or arrange for the provision of) on-site. Be as innovative as possible.

14) a) Describe how the offeror will assure adequate and timely provision of medically necessary specialty care services. b) Describe the method(s) you will used to monitor the adequacy of the specialty network including tracking of the days an inmate must wait for an appointment and provide a comparison with what the community wait period is for the same appointment type.

Miscellaneous Services

15) Describe how individual inmates will be informed of the results of any diagnostic test results using the time frame provided in the RFP.

16) Describe the role of the dietician in ordering or consulting on medically necessary therapeutic diets and how these orders will be communicated to the DOC contracted Food Service Provider.

Pharmaceuticals

17) Provide a complete description of the offeror's subcontracted pharmaceutical system, addressing all of the following:
    a) Ordering and re-ordering policies and procedures, including special procedures for narcotics and other controlled substances
    b) Inventory System and Controls
    c) Formulary
    d) Administration methods
    e) Security procedures
    f) Staff training
    g) Stop order procedures
    h) Generic and therapeutic substitution policies and procedures

i) Policy with respect to "off-label" use of prescription drugs
j) Procedures for the provision of non-formulary medications

18) Describe the offeror's program for monitoring for medication errors by type (dosage, administration method, drug) and for reporting, and conducting follow-up in the event of medication errors.

Medication Administration

19) Describe how the offeror will administer offeror's approach to administering medications to inmates in accordance with the requirements of this RFP and the standards of the NCCHC. Address specifically interventions that may be used with inmates who refuse medications or are otherwise non-adherent to treatment.

Medical Records

20) Describe the offeror's Electronic Health Record.

Complaint and Grievance Process

21) Describe the manner in which you will minimize the percentage of informal complaints that become grievances and grievances that reach the level of an Appeal to the Commissioner or Health Executive, including specific procedures for:
a) ensuring that inmates obtain information on how to use the issue resolution
b) system documenting all issues received
c) implementing a systematic approach to logging and tracking issues
d) ensuring that issues are resolved in accordance with the requirements
e) reporting on the volume of issues received, the nature of those issues, the resolution status and the timeframes within which they were resolved

Quality Management and Improvement

22) a) Provide a copy of the offeror's continuous quality improvement program consistent with the requirements set forth by the National Commission on Correctional Health Care (NCCHC). If the offeror does not have a correctional CQI plan for Vermont, you may creatively substitute one from another program or the sample folder for DOC.

b) Describe how the offeror will comply with the reporting requirements described in Section 2.28 of this RFP. Provide a list of the proposed members of the QI committee.

Services to Department of Corrections Staff

23) Describe the offeror's program for correctional staff education at all facilities, as required by the RFP. Include a proposed schedule and training content.

24) Describe the offeror's proposed approach for exposures of concern (EOC) to:
   a) Department of Corrections' staff
   b) Contractor's staff
   c) Inmates

   Please include the following in your response:
   I. Approach to emergency treatment of and referral for exposures of concern
   II. Method for documenting vaccinations

Administrative Services

25) Describe the offeror's provider network credentialing process, including the specific items to be verified. If credentialing is delegated, describe the offeror's oversight process

26) Describe the offeror's capacity and approach for submitting the specified operational and financial data and reports.

27) Describe the offeror's proposed process for ensuring continued NCCHC accreditation of all Vermont Correctional Facilities.

Claims Processing

28) Describe the offeror's claims processing system and how effectively claims are adjudicated, including a description of the claims processing system's ability to retain sufficient processed claims history and related files in order to properly adjudicate claims for services.

29) Provide a statement confirming that all claims will be processed using CPT and ICD-9/10 diagnostic codes.

30) Describe how provider files of overpayment will be flagged and offset and the process used for recovery of overpayment.

31) Describe the system's prepayment editing process to detect and correct erroneous or fraudulent billing practices.

32) Provide an example of remittance advice to providers that indicate each claim adjudicated, whether payment was approved, partially approved, or denied.

33) Provide the claims turnaround time statistics and accuracy rates for the offeror's book of business in the correctional health care arena.

Professional Nursing and Ancillary Staff Training, Recruitment and Retention Program

34) Describe the offeror's nurse recruitment and retention program specific to Vermont.

Describe the offeror's nurse orientation, performance evaluation, remediation and continuing education program. Describe the offeror's process for employee grievance resolution Healthcare planning and coordination with Community Providers State departments and agencies.

35) Discuss how the offeror will create a system-wide process for health care continuity and coordination with community providers and other state agencies during intake and release/re-entry of inmates. Address especially the unique challenges of Vermont's rural environment and the relative shortage of primary care, medical and mental health providers.

36) Describe the approach for collaboration with DOC/AHS facility and field staff to ensure that inmates being discharged are fully apprised of possible eligibility for and assisted in obtaining coverage for services and assistance available through SSA, CRT, and the Economic Services Division offender Assistance program including but not limited to VHAP (Medicaid) benefits.

37) Describe how the offeror would incorporate and monitor inmates working as facilitators of group counseling services and/or other suggested uses of inmates in facilitating the delivery of mental health services.

<u>Electronic Mental Health Services</u>

38) Describe the offeror's proposed telehealth services in psychiatry and/or behavioral mental health care including:
   a) What services would be provided via telemedicine?
   b) How the offeror will ensure that telemedicine consults/sessions will be integrated into the delivery system, specifically regarding psychotropic prescriptions and ongoing monitoring, documentation of the consults/sessions into the medical record?
   c) Extent and nature of tele services proposed for use in mental health care in each facility.

<u>Mental Health Emergency and Crisis Services</u>

39) Describe how the offeror's will provide:
   a) Daily crisis intervention and risk assessment at the site level during working hours in a way that most efficiently utilizes provider staff. Provide a sample schedule that accommodates the type of encounters an MHP might be most likely to have during the course of a day.
   b) Psychiatric and behavioral health consultation 24 hours per day, 365 days per year for acute care needs.
   c) System wide advisory of inmates requiring special treatment in a way which coordinates medical, mental health and security needs.

d) 24 hours per day, 365 days per year psychiatric and behavioral health collaboration with facility staff regarding critical incidents such as use of the restraint chair, use of force, or admission to segregated housing.

Inmates with Serious Functional Impairment

40) Describe the offeror's proposed approach to providing services to SFI designated inmates including the following:
   a) Process and criteria for identifying, designating inmates with Serious Functional Impairments.
   b) Process and criteria for removal or SFI designation.
   c) Process for the timely review of transfer of SFI designated inmates among VDOC in-state and out-of-state facilities, including VDOC work camps.
   d) Any specialized format for treatment plans or multidisciplinary management plans for SFI designated inmates.

41) Describe how offeror would tailor mental health services to meet the needs of different special needs populations, including the developmentally disabled, and individuals with traumatic brain injury.

42) Describe a potential method for assessing whether an individual has a serious functional impairment that would significantly affect their ability to function within a correctional facility?

Response to Psychotropic Medications

43) Describe the offeror's program for monitoring inmate response to psychotropic medications and evaluation of clinical outcomes, and for reporting, and conducting follow-up in the event of negative medication reactions.

44) Treatment Protocols

Describe the offeror's plan for implementing formal treatment protocols for mental health conditions that are common among the Vermont inmate population. Provide information on the specific protocols proposed for use in Vermont correctional facilities.

Alcohol and Substance Abuse Treatment in Corrections

45) Describe how you would approach the following:
   a) Developing clinical protocols with community providers for inmates with substance abuse disorders to receive substance abuse services upon release and
   b) If needed MAT (methadone, buprenorphine or Vivitrol) prior to or upon release in order to minimize recidivism
   c) Development of an Alcohol and Substance abuse treatment model for VDOC

Continuity of Care

46) Describe an approach for:
   a) How you would design a chronic care system that also takes into account periodic episodes of convalescent care. Please include the following:
      - Policies, procedures and clinical protocols
      - Follow-up encounters for chronic disease management use NCCHC standards
      - Describe the elements of a chronic disease management/treatment plan for Asthma
   b) Enrolling inmates in health benefit plans/GMC during their incarceration
   c) Collaborating with DOC/AHS facility and field staff to ensure that inmates being discharged who may not have been enrolled in a HBP are fully apprised the steps when they leave
   d) Determining if an inmate is eligible for coverage for services or assistance through
      - SSA
      - CRT
      - Economic Services Divisions offender Assistance program

Eighth and Fourteenth Amendments to the Constitution

47) Describe how the offeror would define and deliver "medically necessary care" and treatment of detainees and sentenced persons, with respect to the above amendments.

Inmate Orientation

48) Please provide an outline of how you would educate or orient inmates on intake or shortly after to available health services. Please include:
   a) Sick call process
   b) Medication administration times
   c) Accessing dental, medical and mental health services
   d) The title of the person providing the information
   e) The grievance process

Offerors may include a description of suggested innovations in the final section of their proposals. This section is optional and need not be completed. Offerors submitting credible proposals may be eligible to receive additional points in the evaluation.

3.5 Price Proposal (Appendix 5.23)

The Offeror's price proposal (Appendix 5.23) should be placed directly behind the technical proposal. The offeror shall submit a price proposal for the PIPM capitation rates based on an ADP of 1,600 and fixed rates identified in Section 2.74.1 and in Table 1 of the Technical Proposal.

The price proposals shall include start-up costs for February 2015 and March 2015.

Proposals should not be qualified with "If....Then" statements. Price proposals with such qualifications will be subject to disqualification.

4.0 PROPOSAL EVALUATION

A contract award will be made to the offeror whose proposal is determined to be the most advantageous to the State, taking into account price and other evaluation criteria as set forth in this RFP. Staff of other agencies and consultants may be involved in the evaluation of the proposals. The DOC reserves the right to reject any and all proposals submitted in response to this RFP.

During the evaluation process, offerors may be contacted for the purpose of obtaining clarification of their response. However, no clarification will be sought if an offeror completely fails to address a feature contained in this RFP. Offerors may be disqualified for failure to respond to a mandatory feature of this RFP.

Proposals will then be evaluated and weighted using the following distribution:

Technical Proposal - 70 percent
Price Proposal - 30 percent

As part of its evaluation, the State also may elect to conduct interviews with one or more offerors. In such an event, offerors may be required to travel to Vermont, at their own expense, to participate in an on-site interview. Upon completion of the evaluation process the Commissioner of the DOC may select an offeror with which to negotiate a contract, based on the evaluation findings and other such criteria as deemed relevant for ensuring that the decision is made in the best interest of the State.

In the event the State is successful in negotiating with the offeror, the State will issue a notice of award. In the event the State is not successful in negotiating a contract with this offeror, the State reserves the option of negotiating with another offeror. The State may also cancel the procurement and make no award, if that is determined to be in the State's best interest.