

**PROFESSIONAL SERVICES AGREEMENT**  
**For**  
**CORRECTIONAL HEALTHCARE SERVICES**  
**Contract No. DOC20026-HEALTH**

This Professional Services Agreement (“Agreement”) is entered into as of April 1, 2020 (Effective Date) and will end on June 30, 2023 by and between the State of Delaware, Department of Correction (“Delaware” or “DDOC” as appropriate), and Centurion of Delaware, LLC (“Provider”), collectively as the parties (“Parties”).

WHEREAS, Delaware desires to provide correctional healthcare services for inmates in the Delaware Department of Correction; and

WHEREAS, DDOC issued Request for Proposal No. DOC20026-Healthcare on or about November 14, 2019 (“Healthcare RFP”) and selected Provider as the winning bidder; and

WHEREAS, the Commissioner of the DDOC has legal authority to enter into any and all contracts, 29 *Del. C.* § 8903(5); and

WHEREAS, the Commissioner possesses the legal authority to “do [ ] any and all things necessary to carry out and to fulfill the purposes of this chapter,” 11 *Del. C.* § 6517(11); and

WHEREAS, the Commissioner possesses the legal authority to administer a “medical/ treatment services contract,” 11 *Del. C.* § 6517(12); and

WHEREAS, among the Commissioner’s duties, she “shall establish reasonable health, medical and dental services,” 11 *Del. C.* § 6536(a); and

WHEREAS, Provider desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Provider represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Provider agree as follows:

**1. Services.**

1.1. Provider shall perform for Delaware the services specified and those contained in the Appendices of this Agreement (“Services”), attached hereto and made a part hereof. Provider shall comply with all DDOC policies and other laws and regulations in performing the Services.

1.2. Change of Scope. The Parties agree that should there be any change in (1) standards of care (including but not limited to a change in any material respect to any treatment protocol or modality or if any new medication or therapy is introduced to treat any illness, disease or condition or existing medication is approved to treat additional conditions), (2) scope of services, (3) patient base, (4) use of or mission change to existing DDOC facilities, (5) Court orders, (6) new or amended class actions, or (7) State or Federal laws, regulations or policy, any of which, or a

combination of which, results in material costs (defined as \$300,000 or greater per year) to the Provider that are not covered in this Agreement, then the Provider will request that the DDOC increase its compensation in an amount equal to the actual, direct increased cost incurred by the Provider. Any such adjustments shall be fully documented and attached to the Agreement in the form of amendments.

## **2. Payment for Services and Expenses.**

- 2.1. The term of the initial contract shall be for thirty-nine (39) months from April 1, 2020 through June 30, 2023. The period from April 1, 2020 through and including June 30, 2021 is labeled (“Year One”); within Year One, the period from April 1, 2020 through and including December 31, 2020 shall be considered the start-up period (“Start-Up Period”). The period of July 1, 2021 through and including June 30, 2022 is labeled (“Year Two”); and the period of July 1, 2022 through and including June 30, 2023 is labeled (“Year Three”). The Contract may be renewed for two (2) optional extensions for a period of two (2) years for each extension through negotiation and mutual written agreement between the Provider and Delaware.
- 2.2. Delaware will pay Provider for the performance of services described in Appendix 1. The fee will be paid in accordance with this Agreement and the invoice instructions provided in Appendix 1. Provider will submit invoices monthly for 1/15<sup>th</sup> of the annual price for Year One and 1/12<sup>th</sup> for Year Two, Year Three, and any extension years.
- 2.3. Delaware’s obligation to pay Provider for the performance of services will not exceed the fixed fee amount set forth in Appendix 1. It is expressly understood that the Services must be completed by the Provider in accordance with professional standards and in a timely manner, and it shall be the Provider’s responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware’s total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware’s purchase order(s) to Provider.
- 2.4. Delaware will make payment to the Provider by Automated Clearing House (ACH) or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
- 2.5. Provider shall submit monthly invoices to Delaware in sufficient detail to support the Services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to send Provider a detailed statement of Delaware’s position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware’s failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Provider to charge interest on the overdue portion at 1.0% per month. All payments should be sent to the Provider’s identified address on record with the State of Delaware’s Division of Accounting as identified in the completion of the electronic W-9.
- 2.6. Unless provided otherwise in this Agreement, all expenses incurred in the performance of the Services are to be paid by Provider.

- 2.7. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 2.8. Delaware shall subtract from any payment made to Provider all damages, costs and expenses caused by Provider's negligence, resulting from or arising out of errors or omissions in Provider's work products, which have not been previously paid to Provider. Delaware shall not withhold any sum without first informing Provider in writing and allowing Provider 15 days to dispute the basis for the withholding.
- 2.9. Invoices shall be submitted to: DE Department of Correction, 245 McKee Road, Dover, DE 19904 ATTN: Kimberly Girantino, Controller III
- 2.10. Provider agrees to certify in writing, under penalty of perjury, that it has timely paid all valid subcontractor invoices received by Provider excluding invoices which may be pending corrections or disputes. Such written certification shall be attached to each monthly invoice submitted to Delaware and shall include an explanation for any pending disputes which exceed \$100,000.00 in aggregate. DDOC recognizes and understands that for outside provider invoices, there is a lag time between the date the provider services are rendered and the invoices are submitted to Provider ("Claims Lag"). Provider's monthly affidavit will not include invoices that are a part of this Claims Lag.
- 2.11. The Provider is not prohibited from offering a price reduction on its services or materiel offered under the Agreement. Delaware is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.
- 2.12. The Parties agree to adjust the contract amount annually, beginning on Year Two, July 1, 2021, and again on Year Three, July 1, 2022, equal to the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. The CPI-U used shall reflect the percentage change during the previous published twelve (12) month period. Should the percentage change be greater than 3%, the annual adjustment shall be capped at 3%.

### **3. Responsibilities of Provider.**

- 3.1. Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by Provider, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified Services, Provider shall follow practices consistent with generally accepted professional and technical standards. Provider shall be responsible for ensuring that all Services, products, and deliverables furnished pursuant to this Agreement comply with DDOC policies and standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. Any such modifications will be provided to Provider no more than ten (10) days after publication. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards that have been provided to

Provider, Provider shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Provider shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Provider's failure to ensure compliance with DTI standards.

- 3.2. It shall be the duty of the Provider to assure that all Services and products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations including DDOC policies. Provider will not produce a work product that violates or infringes on any copyright or patent rights. Provider shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Provider shall not in any way relieve Provider of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Provider's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Provider's performance or failure to perform under this Agreement.
- 3.4. All of the Services specified by this Agreement shall be performed by the Provider or by Provider's employees, agents or subcontractors. Prior to performing any work under this Agreement, Provider and Provider's employees and agents shall submit to any criminal history or other background checks that may be requested by Delaware and shall comply with all DDOC policies. DDOC may refuse access to any Delaware facility or to any sensitive information possessed or controlled by Delaware for any person not conforming to DDOC policy or whose criminal history or background check results are not acceptable to DDOC, in its sole and absolute discretion.
- 3.5. In accordance with the Federal Prison Rape Elimination Act of 2003, and Delaware Department of Correction Policy Number 8.60 "Prison Rape Elimination Act", the Provider agrees to report allegations of sexual misconduct promptly, fully cooperate with investigation inquiries and participate in training as directed by the Department of Correction, Employee Development Center, within thirty (30) days of entering into this Agreement. Provider, Provider staff's (including volunteers and subcontractors) agree to abide by Department of Correction Policy 8.60. The Provider acknowledges that all allegations of staff sexual misconduct and/or harassment will be investigated and, if substantiated, will result in discipline up to and including termination of employment of that employee/contractor. In addition, all substantiated cases will be referred to the Delaware Department of Justice for prosecution. Failure to report such misconduct, delays in reporting, or material omissions shall be grounds for termination of employment of that employee/contractor. If the Department policy is modified, the Provider will be notified in writing within ten (10) days of the modification and shall comply. A copy of the current State of Delaware, Department of Correction Policy Number 8.60 "Prison Rape Elimination Act" is available online at: [https://doc.delaware.gov/assets/documents/policies/policy\\_8-60.pdf](https://doc.delaware.gov/assets/documents/policies/policy_8-60.pdf)

- 3.6. In accordance with DDOC Policy 16.1 and its Annual Training Plan, as established by the DDOC Training Academy, the Provider's employees and agents will be required to complete the Contractual Staff Orientation prior to job assignment and any other mandatory training as may be required in the annual plan. Those employees who are retained by Provider from the prior correctional healthcare vendor ("Incumbent Staff") and who have already satisfactorily completed this training are not required to retake it until their annual updated training is due.
- 3.7. Upon receipt of written notice from Delaware that an employee or agent of Provider is unsuitable to Delaware for good cause, including, without limitation, violation of DDOC policies, or a criminal history or background check that yields results that are not acceptable to DDOC, in its sole and absolute discretion, Provider shall remove such employee from the performance of Services and substitute in his/her place a suitable employee or agent.
- 3.8. Provider shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies relating to the provision of Services under this Agreement for review prior to mailing such correspondence.
- 3.9. Provider agrees that its officers and employees will cooperate with Delaware in the performance of Services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.10. Provider has or will retain such employees as it may need to perform the Services required by this Agreement. Such employees shall not be simultaneously employed by Delaware or any other political subdivision of Delaware.
- 3.11. Provider will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.12. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

#### **4. Scope of Services and Budget Description.**

- 4.1. The Scope of Services and Budgets are described in Appendix 1.
- 4.2. Any delay of Services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Provider fails to complete the project or any phase thereof within the time specified in the Agreement, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware may suspend the payments scheduled as set forth in Appendix 1 after giving Provider written notice and thirty (30) calendar days to dispute such claims.

## **5. State Responsibilities.**

- 5.1. In connection with Provider's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Provider in the performance of Services under this Agreement and will be available for consultation with Provider at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The Services performed by Provider under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Provider by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Provider. It is understood that Delaware's representatives' review comments do not relieve Provider from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5. Subject to execution of a non-disclosure agreement, Delaware may, without charge, furnish to or make available for examination or use by Provider as it may request, any data which Delaware has available, including as examples only and not as a limitation:
  - a. Copies of reports, surveys, records, and other pertinent documents;
  - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Provider shall return any original data provided by Delaware at DDOC's request.
- 5.6. Delaware shall assist Provider in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the Services specified by this Agreement.
- 5.7. Provider will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8. Delaware agrees not to use Provider's name, either express or implied, in any of its advertising or sales materials. Provider reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

## **6. Work Product.**

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Provider on behalf of

Delaware ("Work for Hire"), which are not otherwise protected by copyright, trademark or other registration, relating to the Services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Work for Hire specifically does not include any materials, information, documents, policies, programs, etc. developed by Provider not on behalf of Delaware or pre-existing but modified for use by Delaware. Provider shall not be liable for damages, claims, and losses arising out of any reuse of any Work for Hire on any other project conducted by Delaware. Delaware shall have the right to reproduce all Work for Hire as allowed by law.

- 6.2. Provider retains all title and interest to the data created pursuant to, or necessary for, this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the Work for Hire materials, information and documents developed in performing the project. The Parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
- 6.3. In no event shall Provider be precluded from developing for itself, or for others, materials that are competitive with the Work for Hire, irrespective of their similarity to the Work for Hire. In addition, Provider shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the Services.
- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Provider prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Provider even if such Preexisting Information is embedded or otherwise incorporated into the Work for Hire first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **7. Confidential Information.**

To the extent permissible under 29 *Del. C.* § 10001, et seq., or other sources of statutory and common law, the Parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

## **8. Warranty.**

- 8.1. Provider warrants that its Services will be performed in a manner consistent with applicable professional standards. Provider agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- 8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Provider for Delaware in connection with the provision of the Services, Provider shall pass through or assign to Delaware the rights Provider obtains from the

manufacturers and/or suppliers of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

## **9. Indemnification; Limitation of Liability.**

- 9.1. Provider shall indemnify and hold harmless the State of Delaware, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
- a. The negligence or other wrongful conduct of the Provider, its agents or employees, or;
  - b. Provider's breach of any material provision of this Agreement not cured after due notice and a thirty (30) calendar day opportunity to cure, and Provider was notified promptly in writing by Delaware of any notice of such claim.
- 9.2. If Delaware promptly notifies Provider in writing of a third party claim against Delaware that any Services infringes a copyright or a trade secret of any third party, Provider will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Provider will not indemnify Delaware, however, if the claim of infringement is caused by:
- a. Delaware's misuse or modification of the Deliverable;
  - b. Delaware's failure to use corrections or enhancements made available by Provider;
  - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Provider;
  - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable; or
  - e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Provider's opinion is likely to be, held to be infringing, Provider shall at its expense and option either:
    - i. Procure the right for Delaware to continue using it;
    - ii. Replace it with a non-infringing equivalent; or
    - iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Provider's entire liability with respect to copyright infringement.

## **10. Employees.**

- 10.1. Except as provided herein with respect to removal of employees for good cause, and subject to the DDOC's sole and absolute right to maintain safety and security and otherwise manage the operations of its facilities, Provider has and shall retain the

right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Provider ("Personnel") in the performance of the Services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request as to retention of specific individuals.

- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the Services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the Services.

#### **11. Independent Contractor.**

- 11.1. It is understood that in the performance of the Services herein provided for, Provider shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such Services in its own manner and method except as required by this Agreement. Provider shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Provider acknowledges that Provider and any subcontractors, agents or employees employed by Provider shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.
- 11.3. Provider shall be responsible for providing liability insurance for its Personnel.
- 11.4. As an independent contractor, Provider has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose.

#### **12. Suspension.**

- 12.1. Delaware may suspend performance by Provider under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Provider at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Provider its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Provider shall not perform further work under this Agreement after the effective date of suspension.

Provider shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

- 12.2. In the event Delaware suspends performance by Provider for any cause other than the error or omission of the Provider, for an aggregate period in excess of 30 days, Provider shall be entitled to an equitable adjustment of the compensation payable to Provider under this Agreement to reimburse Provider for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

### **13. Termination.**

- 13.1. This Agreement may be terminated, in whole or in part, by Delaware in the event of substantial failure of the Provider to fulfill its obligations under this Agreement, but only after the Provider is given:

- a. Not less than 90 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

- 13.2. This Agreement may be terminated in whole or in part by either party without cause, but only after the non-terminating party is given:

- a. Not less than 180 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the non-terminating party prior to termination.

- 13.3. If Delaware terminates the contract under paragraph 13.1, Delaware will pay Provider that portion of the compensation which has been earned as of the effective date of termination, but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Provider at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Provider's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Provider shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Provider assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

- 13.4. If after termination for failure of Provider to fulfill contractual obligations it is determined that Provider has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

- 13.5. The rights and remedies of Delaware and Provider provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6. Gratuities.

- a. Delaware may, by written notice to Provider, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Provider or any agent or representative of Provider to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Provider it could pursue in the event of a breach of this Agreement by Provider.
- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**14. Severability.**

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

**15. Assignment; Subcontracts.**

- 15.1. Any attempt by Provider to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware is prohibited and shall be void. Such consent shall not be unreasonably withheld.
- 15.2. Services specified by this Agreement other than those listed by Provider in its Healthcare RFP response, shall not be subcontracted by Provider, without prior written notice to Delaware within thirty (30) calendar days.
- 15.3. Approval by Delaware of Provider's request to subcontract under Section 15.2 or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Provider of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement, including but not limited to the insurance and indemnification requirements.
- 15.4. Provider shall be and remain liable for all damages to DDOC caused by negligent performance or non-performance of work under this Agreement by Provider, its subcontractor or its sub-subcontractor. Provider shall not be liable to any third-party for a breach of contract claim under this provision, including but not limited to DDOC inmates or their family members or heirs.

15.5. The compensation due shall not be affected by Delaware's approval of the Provider's request to subcontract.

**16. Force Majeure.**

Neither party shall be liable for any delays or failures in performance due to circumstances as a result of war or natural disaster.

**17. Non-Appropriation of Funds.**

17.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement in writing, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

**18. State of Delaware Business License.**

Provider and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

**19. Complete Agreement.**

19.1. This Agreement and its Appendices shall constitute the entire agreement between Delaware and Provider with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the Parties. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements and understandings of the Parties, including the Healthcare RFP and Provider's RFP response, with respect to the subject matter of this Agreement.

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

19.3. Provider may not order any product requiring a purchase order prior to Delaware's issuance of such order. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

## 20. Miscellaneous Provisions.

- 20.1. In performance of this Agreement, Provider shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Provider shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- 20.2. Neither this Agreement nor any Appendix may be modified or amended except by the mutual written agreement of the Parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 20.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 20.4. Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- 20.5. Provider acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Provider recognizes that if, in performing the Services, it refuses to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Provider in breach of the Agreement, terminate the Agreement, and designate Provider as non-responsible.
- 20.6. Provider warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 20.7. This Agreement was drafted with the joint participation of both Parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- 20.8. Provider shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Provider' performance and records pertaining to this Agreement at the Provider business office during normal business hours.
- 20.9. Funds received and expended under the Agreement must be recorded so as to permit the DDOC to audit and account for all contract expenditures in conformity with

the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations.

- 20.10. The Provider recognizes that no extra contractual Services are approved unless specifically authorized in writing by the Department. Further, the Provider recognizes that any and all Services performed outside the scope of this Agreement and attached budgets will be deemed by the Department to be gratuitous and not subject to any financial reimbursement.
- 20.11. No part of any funds under this Agreement shall be used to pay the salary or expenses of any contractor or agent acting for the Provider, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the Delaware General Assembly and/or U. S. Congress.
- 20.12. The Provider agrees that, upon termination, all equipment purchased with Department funds will be returned to the Department within thirty (30) calendar days.
- 20.13. No Third-Party Beneficiaries. This Agreement inures to the benefit of DDOC and Provider. There are no third-party beneficiaries to this Agreement and no obligations of either party inure to the benefit of any third-party for a breach of contract claims, including but not limited to Inmates, their families, heirs and assigns.

## **21. Insurance.**

- 21.1. During the term of this Contract, the Provider shall, at its own expense, carry insurance with minimum coverage limits as follows:
  - a. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, and;
  - b. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, or;
  - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, or;
- 21.2. If the contractual service requires the transportation of Departmental clients or staff, the Provider shall, in addition to the above coverage, secure at its own expense the following coverage:
  - a. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident, and;
  - b. Automotive Property Damage (to others) - \$25,000
- 21.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

21.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**STATE OF DELAWARE  
DEPARTMENT OF CORRECTION  
245 McKee Road  
Dover, DE 19904  
ATTN: Purchasing Services Administrator**

21.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

**22. Performance Requirements**

The Provider warrants that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**23. Performance Bond**

Effective July 1, 2020, the Provider is required to annually furnish a Performance Bond equal to 100% of the annual price to the State of Delaware for the benefit of the Delaware Department of Correction. Said bonds shall be conditioned upon the faithful performance of the Agreement. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

**24. Assignment of Antitrust Claims.**

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

**25. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Provider consents to jurisdiction and venue in the State of Delaware.

**26. Notices.**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

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

**PROVIDER:**  
Steven H. Wheeler, CEO  
Centurion of Delaware, LLC  
1593 Spring Hill Road, Suite 600  
Vienna, VA 22182

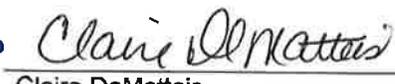
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**For the Provider:**

 3/12/2020

Steven H. Wheeler  
Chief Executive Officer  
Centurion of Delaware, LLC  
Date

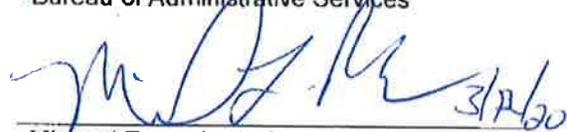
**For the Department:**

 3/13/20

Claire DeMatteis  
Commissioner  
Date

 3/12/20

Jennifer Biddle, Chief  
Bureau of Administrative Services  
Date

 3/12/20

Michael Records, Acting Chief  
Bureau of Healthcare, Substance Use  
Disorder and Mental Health Services  
Date

 3/12/20

Craig Fetzner  
Purchasing Administrator  
Date

**APPENDIX 1  
SCOPE OF SERVICES AND BUDGET DESCRIPTION**

Provider: Centurion of Delaware, LLC  
Address: 1593 Spring Hill Road, Suite 600  
Vienna, VA 22182

Primary Contact: Steven H. Wheeler  
Phone: (703) 749-4600  
Email: [swheeler@teamcenturion.com](mailto:swheeler@teamcenturion.com)

Department: Department of Correction  
Address: 245 McKee Road  
Dover, DE 19904

Primary Contact: Michael Records  
Phone: (302) 857-5389  
Email: [michael.records@delaware.gov](mailto:michael.records@delaware.gov)

Contract ID#: DOC20026-HEALTHCARE

Contract Title: Correctional Healthcare Services

Contract Amount: Total of all payments for “Year One” shall not exceed \$59,628,153.75 for the 15-month service period + one-time start-up costs of \$105,000.

Total of all payments for “Year Two” shall not exceed base budget of \$47,702,523.00 + CPI-U increase (as governed by Agreement §2.12).

Total of all payments for “Year Three” shall not exceed base budget as defined in year “Year Two” + CPI-U increase (as governed by Agreement §2.12).

**1. Overview.**

The purpose of this Agreement is to provide healthcare services (“Services”) to incarcerated and at risk populations under DDOC custody.

1.1. The Delaware Department of Correction (“DDOC”) is a cabinet level agency that is headed by the Commissioner, Department of Correction. There are currently 10 correctional facilities in the State of which 4 are level V facilities (prisons) and 6 are level IV facilities (Community Corrections Centers). The DDOC may, at its discretion repurpose any of its facilities as a level IV or level V facility. As long as this does not impact the census above or below contracted allowances, the Provider will adapt and reconfigure staff accordingly (Refer to Appendix 2 – Staffing Matrix).

**2. DDOC Average Daily Population (ADP).**

The average daily population for Level V and Level IV is 5500. If the ADP falls below 4000 or exceeds 6500 for three consecutive months, the Parties will meet and discuss the need for staffing and/or compensation adjustment. The ADP includes DDOC inmates placed outside of a DDOC facility through interstate compacts or similar arrangements;

Provider costs of medical care for these inmates at these non-DDOC facilities is capped at \$50,000/inmate per medical event and is subject to Provider's medical necessity review and approval for non-emergent Services. Any costs exceeding \$50,000/inmate per medical event is the responsibility of DDOC.

**3. Standards of Care and Evidence Based Medicine.**

Provider agrees that healthcare provided will reflect practice consistent with the best available evidence for inmates' specific conditions and in keeping with nationally accepted guidelines and standards of care for those conditions. Inmates have a right to constitutionally adequate healthcare services and Provider represents that it will remain current and compliant with all applicable court decisions relating to the provision of healthcare services to inmates.

- 3.1. Provider shall provide all Services in compliance with National Commission on Correctional Health Care ("NCCHC") and American Correctional Association ("ACA") national standards, as well as Occupational Safety and Health Administration ("OSHA"), American Society of Addiction Medicine ("ASAM"), Center for Disease Control ("CDC"), U.S. Immigration and Customs Enforcement ("ICE"), and Drug Enforcement Agency ("DEA") guidelines ("Standards"). Services shall also comply with DDOC policies, the Health Insurance Portability and Accountability Act (HIPAA), American with Disabilities Act (ADA), the Prison Rape Elimination Act (PREA) standards, United States Preventive Service Task Force ("USPSTF") guidelines, and all current and future policies, procedures, directives, rules, interim memos, intergovernmental agreements, and guidance documents. Provider will also comply with the Federal Bureau of Prisons guidelines and HIV guidelines set forth by the US Department of Health and Human Services. Provider's tailored DDOC-specific healthcare Standards of care will meet or exceed the 2018 ACA 5th Edition and the 2018 NCCHC standards for prisons and jails. In case of a conflict between standards listed in this provision, NCCHC standards shall govern.
- 3.2. Provider will provide its Personnel with in-depth training on these Standards and will measure compliance with these requirements as part of its routine continuous quality management process and accreditation audits. Throughout the course of the Agreement, in collaboration with the DDOC, Provider will conduct analyses of services, policies, staffing, and staff training at each facility to ensure compliance with these Standards.
- 3.3. Any deviation from accepted Standards must be approved by the BHSAMH Medical Director and BHSAMH Bureau Chief prior to use by the Provider.
- 3.4. Provider shall ensure that a licensed physician be designated as the Statewide Medical Director/ Chief Medical Officer and shall ensure that the on-site medical staff follow recognized Standards and make decisions based on the clinical protocols established by Provider and accepted by the BHSAMH Medical Director and BHSAMH Bureau Chief.
- 3.5. The BHSAMH Medical Director and BHSAMH Bureau Chief must approve any change in the use of Standards during the course of the Agreement.

3.6. The Parties recognize that all clinical situations may not be covered in existing Standards, and, in such cases, Provider will collaborate with DDOC to determine the proper course of action.

**4. Research.**

No research projects involving inmates will be conducted without the prior written consent of the Commissioner of Correction. The conditions under which the research will be conducted will be governed by DDOC Policy 6.9 "[Research Activities](#)" and with DDOC Policy [G-06 "Medical and Other Research"](#). In every case, the written informed consent of each inmate who is a subject of the research project will be obtained prior to the inmate's participation. All Federal and State regulations applicable to such research will be fully and strictly followed, including but not limited to HIPAA regulations and Federal Office of Human Resource Protections. Along with approval by the Commissioner of Correction, research must be approved by a Human Subjects Review Board.

**5. Drug Free Workplace.**

Provider shall support DDOC's drug-free workplace with sufficient policies to comply with Federal and State regulations and DDOC policies. Provider is required to develop and maintain (at its own expense) a urine drug screening program for all new hires, subcontractors employees performing Services in DDOC facilities under this Agreement, comparable to the DDOC's random urine drug screen program in which at least 5% of the Provider's Personnel as shown in the Staffing Matrix are randomly selected for screening each month. Provider shall develop a procedure for drug screening and procedures in the event of a positive screen and have these approved by DDOC. Provider agrees to comply with any current or future drug detection initiative that the DDOC may implement applicable to Provider Personnel within thirty (30) calendar days of receipt of such revised policies. Furthermore, Provider must submit to the DDOC a monthly list depicting the number, names and positions of individuals who received drug screens, along with the results.

**6. Transition Plan.**

Provider agrees to expeditious and collaboratively coordinate with DDOC to transition healthcare Services from the incumbent provider to Provider's full responsibility effective on April 1, 2020.

6.1. Provider is responsible to ensure the transition includes:

- a. Recruitment and retention of current staff selected for hire by Provider, and screening and selection of new staff, subcontractors and specialists; and
- b. Hospital services, laboratory, radiology, dental services, medical supplies; and
- c. Assuming care for current patients; and
- d. Existing equipment and inventory; and
- e. Medical record management; and
- f. Orientation of new staff.

- 6.2. Each party shall designate a lead point of contact and transition team to coordinate transition activities and maintain open communication, which may also include 24 hour per day, 7 day per week availability for critical and/or urgent concerns.
- 6.3. Transition progress will be tracked and discussed through scheduled conference calls, transition meetings, or other means as warranted.

**7. General Performance of Services.**

Provider agrees that its performance of Services shall be provided in a manner that will:

- 7.1. Be humane and professional with respect to inmates' rights to healthcare as guaranteed by the 8th and 14<sup>th</sup> amendments of The United States' Constitution.
- 7.2. Comply with all current and future applicable state and federal laws.
- 7.3. Comply with all current and future (DDOC) policies, procedures, directives, rules, interim memos, intergovernmental agreements, and guidance documents.
- 7.4. Be consistent and reliable, yet sufficiently flexible that as DDOC policies, procedures, directives, rules, memoranda of understanding (MOU), intergovernmental agreements, and guidance documents, laws, standards, or the operational needs of the DDOC change, Provider will be able to quickly adjust and modify Services provided to comply with the changes. Any such modifications of Services shall be reduced to writing.
- 7.5. Comply with all current and future applicable NCCHC standards for jails and prisons, as well as the ACA standards.
- 7.6. Maintain NCCHC accreditation for healthcare services at all currently accredited DDOC facilities and support future accreditation efforts for all DDOC facilities.
- 7.7. Be fully transparent and accountable (including providing all reports requested by the DDOC).
- 7.8. Utilize the full scope of licensed, certified, professionally-trained, and (where required), appropriately-credentialed Personnel as set forth in the agreed-upon Staffing Matrix.
- 7.9. Facilitate and ensure continuity of care between settings (i.e., the community, other correctional facilities, hospitals, out-of-state facilities, etc.), including but not limited to active participation and use of the statewide Health Information Exchange (Delaware Health Information Network- DHIN) as well as frequent and timely documented engagement with outside healthcare facilities and providers to allow for optimal patient care and improved health outcomes.
- 7.10. Utilize and maintain up to date medical records in the DDOC's existing Electronic Health Record ("EHR") known as "iCHRT" to its full functional capacity.

- 7.11. Actively participate in development and improvement efforts, maintenance, support, training, configuration, and re-configuration (as necessary) of the DDOC's EHR.
- 7.12. Utilize the DDOC's Offender Management System ("DACS") for Offender Medical Grievances, Offender Programs, Offender Special Diets and other related functions.
- 7.13. Maintain resource availability and timings for EHR scheduling functions.
- 7.14. Collaborate with DDOC in the implementation of innovative continuous quality improvement reform initiatives.
- 7.15. Implement evidence-based practices with a high degree of fidelity and be prepared to internally monitor measurement feedback to ensure positive health outcomes.
- 7.16. Support all clinical, utilization and financial auditing and quality assurance activities, including all performance improvements required by DDOC for contract compliance purposes.
- 7.17. Focus on maintaining complete, accurate, and detailed records of all Services delivered.
- 7.18. Implement a continuous quality improvement (CQI) program in accordance with DDOC Policy A-06 Continuous Quality Improvement Program and based on NCCHC standards, the ACA, as well as select measures (as identified by DDOC), from other agencies that provide standards on healthcare quality as mutually agreed upon in writing by the Parties. This includes but is not limited to:
  - National Commission on Quality Assurance-Health Evaluation Data Information Set ([NCQA-HEDIS https://www.ncqa.org/hedis/](https://www.ncqa.org/hedis/))
  - Centers for Medicaid and Medicare Services ([CMS](#))
- 7.19. Include the provision of staff education as dictated by DDOC policy and when requested by the DDOC.

**8. Governance And Administration.**

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

- 8.1. Provider is required to have at a minimum of one (1) fulltime senior level Contract Administrator/Project Manager (CA/PM) dedicated to this Agreement and located in Delaware. The PM must have the relevant education as well as the requisite experience in high level contract administration and project management. DDOC reserves the right to review and accept or refuse facility access to the PM for good cause at any period during the Agreement. The PM shall coordinate all the

tasks necessary to successfully implement the Agreement. These tasks will include, but not be limited to, assigning staff, scheduling meetings, preparing, reviewing and submitting status reports, addressing project issues, providing administrative oversight for clinical services, management of budget and fiscal stewardship and preparing presentations for State stakeholders.

- 8.2. The CA/PM shall have overall responsibility for the contract deliverables, schedule, and successful utilization of the Provider's resources to fulfill the requirements of the contract. The CA/PM shall have regular contact with DDOC as necessary. The CA/PM is also responsible for fostering a collaborative relationship between Provider Personnel and other stakeholders, including but not limited to BHSAMH staff, security staff (at BOP and BCC facility level) and pharmacy contractors. This position should be the DDOC's single point of contact for all matters related to contractual services. DDOC expects the CA/PM to be responsive to the State's request for information; accurate and timely in responses to the DDOC for routine, urgent and emergent matters.
- 8.3. The CA/PM shall schedule and facilitate (at the minimum) monthly project team status meetings with the BHSAMH Bureau Chief or designee(s). These meetings shall be held either on-site in DDOC's Central Administrative office or via tele-conference.
- 8.4. The CA/PM shall provide written "Monthly Status Reports" to BHSAMH which shall include, at a minimum:
  - a. All contractual and project tasks accomplished, incomplete, or behind schedule in the previous month (with reasons given for those tasks behind schedule and plans for their completion)
  - b. Contract Services (including staffing levels and other performance metrics) per executed Agreement.
  - c. All tasks planned for the coming month.
  - d. An updated status of all tasks (entered into the "Contract/Project Plan" and attached to the Status Report – e.g., % completed, incomplete, resources assigned to tasks, etc.).
  - e. The status of any corrective actions.
  - f. The current status of the contract's/project's technical progress, contractual financial obligations (e.g., status of payment of hospital bills, outpatient and specialty care bills, achievements to date, risk management activities, unresolved issues and the requirements needed to resolve them, action items, identified problems, and any significant changes to the Provider's organization or method of operation.
  - g. Notice to BHSAMH if required deliverables will not be completed on time.

- h. The BHSAMH Bureau Chief and the CA/PM will agree on the exact format of the “Contract/Project Plan” and the “Monthly Status Reports” at or before the contract/project kickoff meeting.
- i. The CA/PM will be responsible for oversight and accountability for all the Provider’s continuous quality improvement efforts.
- j. Information on new staff hires, vacancies, terminations, resignations, significant disciplinary action (including reasons) and reports made to Delaware Division of Professional Regulation or to law enforcement agencies on any staff.

**9. Comprehensive Healthcare Services.**

Provider agrees to provide comprehensive healthcare Services to all inmates in DDOC custody and reflected on the ADP (“Inmates”) regardless of sentencing status. Comprehensive healthcare Services encompass outpatient and infirmary medical, nursing, ancillary, dental and pharmacy management services (in concert with DDOC’s Pharmacy Contractor); specialty consultation, emergency transportation and in-patient hospital services. Comprehensive healthcare Services to be provided include (but are not limited to) services listed below of which a select number are further expanded upon in subsequent paragraphs.

- Receiving / intake screening
- Inmate transfer screening
- Health assessments
- Dental services
- Optometry and podiatry services
- Dietary consultation
- Sick call
- Chronic and convalescent care
- Infirmary care
- Emergency care
- Pharmacy management services (in consultation with DDOC’s pharmacy Contractor)
- Women’s health care
- Preventive care / well visits
- Medical records management
- Medication administration
- Specialty care, including dialysis
- Inmate pre-employment physicals / evaluation
- Discharge planning and care coordination
- Offsite diagnostic testing and treatment services
- Hospice and end of life care
- Credentialing
- Grievance administration
- Compliance and quality assurance
- Laboratory services
- Radiology services
- Equipment and supplies
- Inmate health education
- Infirmary services
- Physical rehabilitative services
- Ancillary services
- Assistive devices and durable medical Equipment

**9.1. Hospital-based Services.** Provider agrees to:

- a. Provide an adequate hospital network in Delaware (Provider will make all reasonable efforts to contract with local hospitals in each Delaware county).
- b. Provide emergency services to Inmates on a twenty-four (24) hour basis.

- c. Provide Inpatient hospitalization for Inmates who require acute care hospital level of care.
- d. Partner with local emergency medical services (“EMS”) and ambulance services for response to facilities and for the transfer of Inmates to include responsibility for EMS costs to transport Inmates. Coordinate transports with DDOC security staff.
- e. Inmates under the age of 65 who are hospitalized and admitted (not in “observation” status) for over 24 hours are Medicaid eligible and their inpatient hospital claims (“Covered Claims”) will be paid by Medicaid. Excluding circumstances beyond the Provider’s control, the Provider will meet with Inmates to help fill out Medicaid application. In situations beyond the Provider’s control, the Provider will meet with Inmates at the earliest time possible. The Covered Claims are submitted by the hospitals and physicians directly to the Medicaid Office and are paid by the Medicaid Office directly to the hospital or physician. DDOC then receives a monthly report from the Medicaid Office of all Covered Claims they have paid for hospitalized and admitted Inmates from the previous month.

DDOC will review the monthly report and then submit it to Provider for its review and confirmation of the hospital services provided. Once this process is complete, it is DDOC’s responsibility to reimburse the Medicaid office for the State’s share of all approved paid claims. DDOC’s share of Covered Claims, if any, will be deducted from Provider’s monthly invoice.

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

**9.2. Pharmaceutical Operations.** Provider agrees to:

- a. Comply with DDOC Policy [11-D-01 “Pharmaceutical Operations”](#) and collaborate with the DDOC Pharmacy Contractor, facility security, and the behavioral health staff on all matters pertaining to the ordering, renewal, delivery, medication administration, dispensing, tracking, reporting, quality assurance and other aspects involved in ensuring an efficient system that makes for the timely and uninterrupted provision of pharmaceuticals to Inmates.
- b. Actively engage in the Pharmacy and Therapeutics (P&T) Committee including participating in meetings and making recommendations for improvement.
- c. Be core participants on the formulary (preferred drug) enforcement committee and work with DDOC and the Pharmacy Contractor to maintain, update and enforce the formulary.

9.3. **Medical supplies and medical area supplies.** Provider agrees to:

- a. Provide, maintain, and replace, as needed, all the supplies necessary to carry out the Services. Provider agrees to bear the costs of all supplies, medical devices and equipment needed to provide the Services up to a maximum cost of \$500 per unit. Any medical equipment that is necessary and costs above \$500 per unit will be paid for by the DDOC.
- b. Track and manage inventory and perform maintenance checks necessary to maintain all supplies and equipment in good working order at least once a quarter or with frequency defined by the manufacturer (whichever is shorter).

9.4. **Diagnostic Services.** Provider agrees to:

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

9.5. **Vision Care Services.** Provider agrees to:

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

9.6. **Oral Care.** Provider agrees to:

- a. Provide oral care to each Inmate pursuant to DDOC Policy [E-06 Oral Care](#) and under the direction and supervision of appropriately licensed dental staff. To meet the demand for dental services in Level IV facilities, Provider will provide a broad array of dental services via mobile dental vans or similar modes.

9.7. **Pre-Authorization System.** Provider agrees to provide a pre-authorization (and payment) system for specialist consultation and offsite diagnostic testing that:

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

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

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

9.8. **Women's Health.** Provider agrees to provide a full range of women's health services to DDOC biologically female Inmates. Biologically female Inmates shall have access to OB/GYN trained health care practitioners who are qualified to meet their needs. Care provided shall include but not limited to:

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

- h. Maintain agreements with local agencies for the provision of learning sessions and care coordination services related but not limited to:
  - Screening for intimate partner violence
  - Care coordination and discharge planning services to connect Inmates to appropriate women's health services upon release
- i. Counseling for pregnant women: This shall be non-coercive and shall aim to guide each pregnant Inmate in making decisions regarding her pregnancy that are in line with her values, beliefs and preferences.
- j. State and federal funds may not be used for induced abortions. However, Provider must maintain agreements with community providers that perform these services to ensure services are available to those who desire them. Costs for the services and for transportation will be borne by the Inmate or her family.
- k. Coordination of Medication Assisted Therapy ("MAT") for pregnant inmates with opioid use disorder. The costs of MAT medications are borne by the Pharmacy Contactor, not Provider.

9.9. **Continuity of Care & Re-entry Services.**

In collaboration with the behavioral health staff, the Pharmacy Contractor and the DDOC, Provider shall actively participate in comprehensive re-entry coordination aimed at successfully re-assimilating Inmates into the community. The purpose of this program is to ensure continuity of healthcare and access to social services for released Inmates. Provider shall have designated staff at each facility that have, as part of their responsibilities, the oversight of the medical aspects of re-entry and participation in the re-entry and discharge planning teams at each facility.

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

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

- a. Monitor care coordination activities at the facilities.
- b. Collaborate with DDOC staff, behavioral health staff, and Pharmacy Contractor on care coordination activities.

- c. Collect and analyze data on care coordination activities for the purposes of CQI.

9.10. **Medication Assisted Treatment (MAT).**

Provider shall provide clinical medical care for substance use disorder to affected Inmates. This includes, but is not limited to, monitoring for and treatment of alcohol, opioid and benzodiazepine withdrawal using nationally accepted guidelines and tools; medication assisted withdrawal and medication assisted treatment for opioid use disorder; coordination with community based treatment facilities and opioid treatment programs to ensure seamless transition of Inmates from community treatment to treatment within DDOC facilities and vice versa. (This includes ensuring coordination with opioid treatment programs to ensure methadone continuation for those who received methadone in the community but are now incarcerated).

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

Provider shall have a local Opioid Treatment Program ("OTP"), and it will be required to have a formal arrangement, approved by DDOC, with local OTP providers to ensure continuation of treatment for Inmates coming into DDOC who were treated with MAT in the community. DDOC requires that Provider is capable of administering all FDA-approved medications for the treatment of substance use disorder, including as appropriate, continuation of those who were on MAT in the community, and induction of therapy for those not previously on MAT, but who would benefit from MAT during incarceration. The costs of all medications related to MAT will be borne by the Pharmacy Contractor, not Provider.

9.11. **Onsite Hemodialysis.**

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

- a. Initial assessment of Inmates who requires dialysis.

- b. Individualized care plan for each Inmate requiring dialysis.
- c. Monthly follow-up visit for each Inmate on dialysis.
- d. Evaluation of Inmates who may be potential candidates for renal transplant.

9.12. **HIV and Hepatitis C surveillance and treatment.**

In keeping with guidelines from the [Centers for Disease Control and Prevention](#) and the [United States Preventive Services Task Force \("USPSTF"\)](#), Provider shall ensure all Inmates are tested for Hepatitis C and HIV as part of their initial clinical evaluation which must be within 14 days of incarceration. Testing shall be offered using an "[opt-out approach](#)" in which the Inmate is informed that they will be tested for HIV and Hepatitis C along with other screening and diagnostic testing unless they opt-out/refuse. The cost of all medications relating to these conditions are borne by the Pharmacy Contactor, not Provider.

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

- a. Treatment with DAAs must be in keeping with the guidelines of the [American Association for the Study of Liver Disease \("AASLD"\)](#) and must be initiated within 3 months of diagnosis of Hepatitis C in all Inmates who meet the following criteria:
  - Sentenced Inmate (not a detentioner)
  - Has evidence of advanced liver disease/ advanced fibrosis/cirrhosis as indicated by laboratory testing, physical exam findings and/or imaging studies
  - Is reasonably expected to remain in DDOC for the full duration of HCV treatment (i.e. has 12 weeks or more left on their sentence)
  - Is willing to be treated
  - There are no medical contraindications to treatment
  - Within 6-9 months of diagnosis of Hepatitis C in all Inmates who meet the following criteria:
    - Sentenced inmate (not a detentioner)
    - At time of diagnosis, does not have any laboratory, physical exam or imaging studies concerning for advanced liver disease/advanced fibrosis or cirrhosis
    - Laboratory studies (HCV viral load) done at least 6 months after initial diagnosis show persistence of Hepatitis C (i.e. has not spontaneously cleared infection)
    - Has remaining sentence of at least 12 weeks
    - Inmate is willing to be treated
    - There are no medical contraindications to treatment
- b. Treatment of HCV may be done by primary care providers or by subspecialists (infectious disease or gastroenterology). The following groups of Inmates, however, **must** be treated by either an infectious disease doctor

or a hepatologist/gastroenterologist (Note that even for these Inmates, the timeframes listed above for when treatment must start shall be adhered to):

- Inmates with advanced liver disease (Liver disease stages F3-F4)
- Inmates who are co-infected with Hepatitis B
- Inmates who are co-infected with HIV (consult with ID not GI doctor)
- Inmates known to have failed prior treatment for Hepatitis C

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

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

Provider shall comply with DDOC Policy [B-07 "Communication on Patients Health Needs"](#) relative to the ADA and shall:

- a. Serve as the local authority in determining whether an Inmate has a disability.
- b. Provide information to and receive information from the ADA Site Coordinator for the purposes of evaluating ADA requests and documenting accommodations.
- c. Make determinations as to appropriate accommodations.
- d. Coordinate with facility and education/program staff on the implementation of accommodations.
- e. Adhere to the final decisions made by the DDOC ADA Director with regards to ADA accommodations.
- f. Train and require all Personnel to provide accommodations pursuant to the ADA.
- g. Work with appropriate state agencies to coordinate continuity of care for Inmates with special needs or disabilities.
- h. For Inmates requiring prostheses and other assistive devices including hearing aids, Provider shall:
  - Ensure that a prosthetist or other appropriate specialist (e.g. audiologist) is available to provide assessments and facilitate the provision of equipment needed.
  - Establish contracts or agreements with prosthetic companies to provide prosthetic devices to Inmates as determined necessary by Provider, the ADA Director, or designee.
  - Request that the prosthetic company representative make preliminary measurements and fittings on-site whenever possible.

- To the extent possible, provide prosthetics and other assistive devices that improve Inmate's level of functioning to that of a non-disabled Inmate. All prosthetics and other medical devices must meet all applicable quality standards.
- Provide prosthetics and other assistive devices that conform to the security requirements of the DDOC.
- Give precedence to the safety/security needs of the facility in cases where an Inmate's ADA accommodation conflicts with the safety/security needs of the facility. Provider shall provide an alternative treatment plan to maximize the Inmate's level of functioning while also addressing DDOC's safety/security requirements.

**9.14. Infirmiry Care and Medical Housing Unit Services.** Provider agrees to:

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

9.15. **Care for the Terminally Ill.** Provider agrees to:

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

9.16. **Medical Contract Coordination.**

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

10. **Safety.**

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

- a. Infection control program
- b. Inmate safety
- c. Staff safety
- d. Emergency response
- e. Compliance with all ACA, NCCHS and other applicable accreditation standards as required
- f. Minimize exposure to hazards in healthcare delivery areas.

10.1. **Infection Control Program.**

Provider agrees to have an infection control program in place. This program shall comply with DDOC Policy [B-02 Infectious Disease Prevention and Control](#) and

must be consistent with nationally accepted standards for infection control in healthcare settings such as those put forth by the [Centers for Disease Control and prevention \(CDC\)](#), the [Society for Healthcare Epidemiology of America \(SHEA\)](#) and the [Federal Bureau of Prisons](#). The program shall include, at a minimum:

- a. Procedures for screening Inmates for communicable diseases during the initial health assessment.
- b. Outbreak control plans for communicable diseases.
- c. Provisions for reporting infectious diseases in accordance with state and federal laws.
- d. Standards for universal precautions to minimize the risk of exposure to blood and bodily fluids.
- e. Post-exposure prophylaxis for Inmates and staff following confirmed or possible exposure to organisms for which post-exposure prophylaxis is indicated including but not limited to HIV, Hepatitis A, Mumps, etc.
- f. Medical isolation capacity, including the use of negative pressure rooms and personal protective equipment.
- g. Procedures for ectoparasite prevention and control.
- h. Procedures and plans for disposal of biohazardous and contaminated waste in accordance with the federal and local regulations. This includes but is not limited to plans to contract with waste management agencies, procedures for handling and proper disposal of sharps.
- i. Recruit and train Inmate workers as EVS (Environmental services) workers.
- j. Procedures for routine and enhanced cleaning of patient care areas (such as following housing of a patient with multidrug resistant organisms, or during outbreaks of infectious diseases).
- k. A training plan for the training of Inmate and non-inmate cleaning/environmental health workers.
- l. Facility and statewide level infection preventionist staff. These staff shall be assigned to infection control activities with or without other quality assurance responsibilities.
- m. Infection preventionist staff may not be assigned clinical duties beyond duties directly tied to prevention and control of infectious diseases (such as vaccination of inmates/staff; tuberculosis screening of inmates/staff; respirator fit testing of inmates/staff as appropriate based on the infection preventionist's education and training).

- n. Such staff must have experience and training/certification specific to healthcare infection control and may be nurses or other relevant profession such as laboratory scientists or epidemiologists.
- o. The statewide Infection Preventionist must be a Bachelor's prepared (or higher) nurse with experience in healthcare infection control, who possesses (or obtains within 6 months of hire) certification in infection control from a nationally recognized organization such as the Association for Professionals in Infection Control ([APIC](#)); Society for Healthcare Epidemiology of America ([SHEA](#)).

**10.2. Coordination with the Department of Health and Social Services/Division of Public Health.** Provider agrees to:

- a. Provide the Delaware Division of Public Health (DPH) required information pursuant to Delaware law, and in addition shall provide such information as/when directed by the DDOC.
- b. Provide information that must be provided to DPH per Delaware law that includes but is not limited to information on all vaccine doses administered; confirmed or suspected cases of reportable diseases as well as disease clusters (unexpectedly high numbers of any disease or syndrome). All reports shall be provided in the format and at the intervals/within the timeframes outlined by the DPH on its reportable disease website.
- c. Work collaboratively with the Department of Health and Social Services Divisions (DPH and DSAMH) in implementing programs or training modules approved by the DDOC for delivery within the DDOC. DPH may provide guidance to Provider and DDOC on a variety of issues including, but not limited to:
  - Infection control
  - Detection, prevention, reporting, and contact tracing of Sexually Transmitted Infections (STIs), including HIV/AIDS
  - Detection, prevention, reporting, and contact tracing of blood-borne or other pathogens (hepatitis A, B, C, and tuberculosis)
  - Dissemination of public health information and education to inmates and staff
  - Responding to public health threats
  - Responding to disease outbreaks
  - Substance use disorder- recognition and treatment, including education about administration of overdose reversal medications
- d. Provide continuity of care by collaborating with DPH for discharge planning for Inmates with certain infectious diseases. This includes but is not limited to discharge plans for Inmates with HIV/ AIDS, Hepatitis C, untreated STDs or active tuberculosis.

10.3. **Patient/Inmate Safety.** Provider agrees to:

- a. Have a program in place to prevent and track adverse and near-miss clinical events and safety breaches in accordance with DDOC Policy B-08 Patient Safety.
- b. Address and remediate patient safety concerns in a timely manner.
- c. Report adverse and near-miss clinical events to the BHSAMH Bureau Chief or designee and address the events through the CQI program in accordance with DDOC policy.
- d. At a minimum, include an error reporting system that outlines how Personnel can identify and report errors, whether errors occurred through omission or commission, and a process for calculating the number and type of adverse clinical events and near-miss events.
- e. Implement a process for identifying and reporting medication errors, drafting, executing and following up on corrective action plans.
- f. Address patient safety issues as part of the CQI program.
- g. Perform pre-employment examinations for Inmate workers (only those performing internal jobs) and conduct ongoing medical surveillance of Inmate workers in accordance with DDOC Policy B-04 Medical Surveillance of Inmate Workers.
- h. Provide Inmate workers with education on staying safe in the workplace.
- i. Provide Inmates with age appropriate vaccinations in line with recommendations by the [ACIP \(Advisory council on immunization practices\)](#)

10.4. **Staff Safety.** Provider agrees to:

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

- a. Providing cost-effective access to work-specific vaccinations including influenza, tetanus, hepatitis A and hepatitis B. This may be done in collaboration with local pharmacies, employee benefits plans, DDOC staff, pharmacy contractor or others. All costs associated with these medications shall be borne by the Pharmacy Contactor, not Provider.
- b. In collaboration with Facility Management, create policies and procedures to protect the safety and well-being of all Personnel including ensuring a work environment that is free from physical hazards and that is sanitary.
- c. Facilitate annual tuberculosis screening of all Personnel using either a skin test or blood tests (Interferon gamma release assays- IGRA).

- d. Facilitate timely follow up (and when needed, treatment) of persons who screen positive for tuberculosis. Treatment may be done through outside partners such as the DPH tuberculosis clinics.
- e. Respond to staff emergencies and urgent medical needs in all DDOC facilities.
- f. Provide education to Personnel on safety in the workplace and send training logs, sign-in sheets and content to BHSAMH Bureau Chief or designee on at least a quarterly basis.
- g. Ensure that adequate personal protective equipment (PPE) in sufficient quantities is available to all staff, contractors and Inmate workers who work in healthcare delivery areas.
- h. Ensure that all staff, contractors and Inmate workers who routinely work in healthcare delivery areas are:
  - Appropriately trained in avoiding exposure to blood and body fluid protocols
  - Use of PPE
  - Fit-tested for particulate respirators (N95 masks-at a minimum)
  - Training logs and sign-in sheets as well as training content must be sent to BHSAMH Bureau Chief or designee on at least a quarterly basis
- i. Specifically for Provider Personnel: Provide necessary post-exposure testing and prophylaxis following exposure to infectious agents. This may be done through a subcontract with an outside agency with the DDOC's approval but must comply with nationally accepted guidelines for post-exposure testing and post-exposure prophylaxis. For non-medical staff, coordinate with the DDOC infection control nurse to facilitate linkage of affected staff to post-exposure prophylaxis resources.

**10.5. Provider's Responsibilities to Inmate/Resident Workers.** Provider agrees to:

- a. In accordance with DDOC Policy [14.5 Medical Clearance, Sanitation, and Hygiene](#), examine Inmates who require medical clearance for their jobs including (but not limited to) those seeking to be Food Service Workers.
- b. Complete all history taking, physical examination and laboratory testing that may be necessary for clearance.
- c. Complete Inmate work-clearance paperwork within 10 business days of receiving the request.
- d. Complete documentation for work clearances, which shall include, at a minimum:
  - A statement that the Inmate's health record was reviewed.
  - An indication that all pertinent past medical history (e.g., communicable diseases, cardiac problems, pulmonary problems, allergies, and back problems) was reviewed.

- Information indicating that Inmate was evaluated for current signs and symptoms of illness.
  - A focused physical examination and vital signs.
  - Statements as to whether or not the Inmate has medical conditions that preclude work in the area of work for which they are requesting clearance.
- e. Provide training on the blood borne pathogens exposure control plan to Inmate workers who may be exposed to blood borne pathogens as part of their facility employment.
- f. Ensure that the training shall cover standard precautions and safe handling procedures to help protect those in custody and others from blood borne pathogen exposure, include procedures for reporting exposures and be in compliance with DDOC [Policy B-02](#).

10.6. **Emergency Response Plan.** Provider agrees to:

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

- a. Provide for immediate response to Inmates in facility-based emergency situations.
- b. Involve participation with security in critical incident drills and debriefs related to facility-based emergency situations.
- c. Provide for twenty-four (24) hour on-call coverage by physicians.
- d. Include written procedures for addressing emergencies in collaboration with DDOC security and for the emergent transfer of Inmates at each facility when indicated.
- e. Provide for a coordinated emergency response with DDOC custody staff to include:
- Man-down drills for Inmates & staff requiring immediate medical intervention.
  - Mass disaster drill involving multiple casualties that require triage by health and mental health staff.
  - Responses to incidents or allegations that pertain to PREA
  - Establishment of an emergency medical triage area inside a correctional facility when indicated.
  - Maintenance of emergency medical equipment in a secure location, determined by DDOC.
  - Ensuring equipment and Emergency Medical Services are onsite to allow for moving infirm, non-ambulatory, and critically-ill Inmates during an evacuation or other emergency.
  - Include certifying the Provider's facility level management staff in ICS-100 within six months of hire. This includes HSA, Directors of Nursing, Assistant Directors of Nursing and Medical Directors. This may be

completed online through the Federal Emergency Management Agency (FEMA) [trainings](#) or in-person at trainings offered by the Delaware Emergency Management Agency ([DEMA](#)).

- f. Provide emergency medical care necessary to stabilize any DDOC employee, contracted staff, volunteer, or visitor who is injured or becomes ill while at a DDOC facility. Emergency care for non-inmates will be focused on stabilizing the individual's physical status until community emergency services can assume responsibility for the care, or the individual is able to be referred to community services. Documentation of this care shall be retained in a paper record and not in the DDOC's medical record for inmates. Any required follow-up care will be the responsibility of the non-inmate.

#### 11. Administrative Meetings And Reports.

Provider agrees to participate in a variety of meetings to ensure there is appropriate and effective collaboration between facility administration, the Bureau of Healthcare Substance Use Disorder and Mental Health Services, and the various Provider Personnel. Provider shall ensure that all required Personnel actively participate in meetings to which they are invited. Provider is responsible for compiling meeting records and notes for meetings they facilitate, and disseminating them to all participants and DDOC.

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

11.1. Healthcare Advisory Committee: Each facility is required to conduct a quarterly Healthcare Advisory Committee (HAC) meeting in accordance with DDOC Policy A-04 "Administrative Meetings and Reports". The meeting shall be convened and facilitated by Provider and Security.

11.2. Continuous Quality Improvement Meeting (Statewide): The BHSAMH Bureau Chief or designee convenes and facilitates the state level Continuous Quality Improvement (CQI) meetings in accordance with DDOC Policy [A-06 Continuous Quality Improvement Program](#). The state level CQI Committee meets at least once per quarter or more often as needed. Provider shall attend the CQI Meeting as outlined in the policy. The DDOC reserves the right to request additional or different reporting information from Provider throughout the term of the Agreement, on either an ad hoc or regular basis. Provider Personnel required to attend this meeting are:

- Chief Medical Officer
- Chief Nursing Officer
- Contract Administrator/Project Manager
- Performance Improvement/Quality Assurance Director (If different from program manager)
- Statewide Infection Preventionist

- Other staff members as deemed necessary by the BHSAMH Bureau Chief and/or BHSAMH Medical Director
- 11.3. Patient Safety Review Committee (Statewide): The BHSAMH Bureau Chief or designee convenes and facilitates the state level Patient Safety Review Committee meeting in accordance with DDOC Policy [B-08 Patient Safety](#). The state level Patient Safety Review Committee meets at least once per quarter or more often as needed. Provider shall attend the Patient Safety Review Committee Meeting as outlined in the policy. The DDOC reserves the right to request additional or different reporting information from Provider throughout the term of the Agreement, on either an ad hoc or regular basis. Provider staff required to attend this meeting are:
- Chief Medical Officer
  - Chief Nursing Officer
  - Contract Administrator/Project Manager
  - Performance Improvement/Quality Assurance Director (If different from CA/PM manager)
  - Statewide Infection Preventionist
  - Other staff members as deemed necessary by the BHSAMH Bureau Chief and/or BHSAMH Medical Director
- 11.4. Continuous Quality Improvement Meeting (Facility level): Each facility is required to have a facility level CQI Committee that shall meet at least once per quarter in accordance with DDOC Policy [A-06 Continuous Quality Improvement Program](#). Provider will convene and facilitate this meeting.
- 11.5. Joint meeting: The DDOC will facilitate a Joint Meeting with Provider at least once per quarter, or more often as needed in accordance with DDOC Policy [A-04 Administrative Meetings and Reports](#). The Joint Meeting is conducted to ensure that effective collaboration exists among the various contracted providers. Provider must attend these meetings as outlined in the policy. The DDOC will lead this meeting.
- 11.6. Pharmacy and Therapeutics Committee: The Pharmacy and Therapeutics (“P&T”) Committee meets at least quarterly and is facilitated by the Pharmacy Contractor. Provider’s CMO and CNO must participate in this meeting.
- 11.7. iCHRT Super User Meetings: Training and improvement meetings related to the EHR system.

## 12. Reports and Notifications.

The DDOC will conduct regular and ad-hoc chart reviews as part of the BHSAMH Quality Assurance Plan (chart reviews, on-site visits and other methodology) to verify the delivery of Services provided by the Provider. These reviews may be scheduled in advance or may be unannounced. Provider and the DDOC will review the results, and when deficiencies are identified, Provider shall perform all remediation as requested by the DDOC within thirty (30) calendar days of receipt of the detailed remediation plan, or within an agreed-upon time-period.

Provider shall make available detailed records (including hours worked, hourly rate of pay, and demographic information), attendance data, staff vacancy reports, and other relevant information (including financial data related to the Agreement) as requested by the DDOC. Provider and the DDOC will review the records, and when deficiencies are identified, Provider shall perform all remediation as requested by the DDOC within a specified timeframe.

The DDOC may request any reports on data points maintained in the EHR related to Services or other items of interest. Provider shall produce all such reports as can currently be generated utilizing data from iCHRT. All reports shall be provided in the format requested by the DDOC. Provider shall supply DDOC with any requested reports within the timeframe requested and, at most, within thirty (30) calendar days of request if no timeframe specified. The costs of upgrades to the reporting capabilities of iCHRT are not the financial responsibility of Provider.

Provider shall provide required monthly reports within fifteen (15) business days of the close of the previous month. Required monthly reports are outlined in numerous DDOC Policies, which shall be provided to Provider at the start of the Agreement and updated as changes are made.

**13. Policies, Procedures and Forms.** Provider agrees to:

- 13.1. All forms utilized by Provider for the provision of Services or data collection relative to Services must be reviewed and approved by the DDOC before being put into use.
- 13.2. The Provider shall use all forms provided, or created, by the DDOC.
- 13.3. The Provider shall develop site-specific healthcare procedures from each DDOC policy. All site-specific procedures shall be reviewed and approved by DDOC. All site-specific procedures shall be reviewed annually by the Provider and by the DDOC.
- 13.4. Participate in the process of developing, reviewing, editing, and finalizing new versions of policies and procedures relative to inmate health and inmate healthcare.
- 13.5. Review and discuss policies and procedures as a component of staff new-hire orientation and in-service training.
- 13.6. Ensure that all Personnel are oriented to all policies and procedures.
- 13.7. Verify that site-specific procedures comply with all current and future federal and state laws and regulations, NCCHC standards, ACA expected practices, DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents that have previously been provided to Provider.
- 13.8. Cooperate with DDOC or any independent agency, organization, entity, or person chosen for the purposes of scheduled or unscheduled audits.

13.9. As part of the CQI process, monitor compliance with DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents that have previously been provided to Provider, and resolve discrepancies in collaboration with the DDOC.

**14. Continuous Quality Improvement Program.** Provider agrees to:

Implement a site level CQI program at each site in accordance with DDOC Policy [A-06 Continuous Quality Improvement Program](#) within thirty (30) calendar days of Contract Start-Up. Provider shall provide a written plan outlining how it will implement the site level CQI Program and provide any associated CQI manuals or audit tools it plans to utilize.

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

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

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

**15. Provider Personnel And Subcontractor Licensing.** Provider agrees to:

All Personnel and subcontractors who provide Services within DDOC facilities must be licensed, certified, and registered in accordance with state and/or federal requirements and in accordance with BHSAMH Policy [C-01 Credentials](#). A restricted license that limits practice to correctional institutions is not in compliance with this section. Provider shall:

15.1. Verify that all Personnel and subcontractors are duly licensed, certified, and/or registered in accordance with Delaware laws and regulatory requirements.

15.2. Within three months of Contract Start-Up, develop and deliver a plan for the ongoing education and clinical supervision of Personnel. This plan shall detail how Personnel shall access ongoing education necessary to maintain licensure, credentials, and knowledge of current best practices. The plan shall be provided to the DDOC Director of Standards and Compliance and BHSAMH Medical

Director. Quarterly reports on progress toward maintaining licensure and credentials shall be provided to DDOC by Provider.

- 15.3. Be aware that all new hires are subject to, and must pass a background check performed by DDOC, and have their credentials reviewed prior to be allowed to work in a facility.
  - 15.4. Submit to DDOC in a timely manner, a list of Personnel who are due for annual background checks. This must be submitted on an ongoing basis at least sixty (60) calendar days prior to the expiration of the current background clearance.
  - 15.5. As allowed by law and subject to collective bargaining agreements, provide certain personnel information (including disciplinary and/or termination decisions) to the DDOC Healthcare Services Bureau Chief or designee.
  - 15.6. Ensure that all reports/complaints against Personnel filed with the Division of Professional Regulation shall also be reported in writing to the BHSAMH Bureau Chief or designee as follows: for patient complaints about care received by Personnel, Provider will submit a report monthly no later than the 5<sup>th</sup> day of the following month showing all such complaints filed that prior month; for patient complaints involving allegations of PREA or sexual harassment or for complaints filed by non-patients, such as other licensed professionals or provider groups, within three (3) business days.
  - 15.7. Maintain documentation in a readily-available location, of current licensure and credentials for all Personnel employed under this Agreement.
  - 15.8. Require that once hired, Personnel are responsible for bringing to the attention of the BHSAMH Bureau Chief or designee any changes to their credentials.
  - 15.9. Require that the credential verification process includes inquiry regarding sanctions or disciplinary actions of state boards, employers, and the National Practitioner Data Bank ("NPDB").
  - 15.10. Require that Personnel and subcontractors performing Services within DDOC facilities do not perform tasks beyond those permitted by their credentials, licensure and training.
  - 15.11. Report any internal disciplinary infractions and resulting actions to BHSAMH and Security.
- 16. Clinical Performance Enhancement/ Peer Review.** Provider agrees to:  
In accordance with DDOC Policy C-02 Clinical Performance Enhancement, conduct formal annual peer-review of clinical performance of the facility's licensed Personnel including but not limited to nurses, physicians, mid-level providers, and dentists. In the event of an unsatisfactory review or termination of employment, the BHSAMH Bureau Chief or designee shall be informed.

**17. Addressing Healthcare Staff Burnout.** Provider agrees to:

On a quarterly basis, provide to BHSAMH Bureau Chief or designee, a report on activities it has undertaken to address staff burnout. These reports must include monitoring and evaluation data reflecting the effectiveness of the program.

Provider must also outline its plan for recognizing and addressing secondary and vicarious trauma among its Personnel.

**18. Professional Development, Staff Training and Retention Program.** Provider agrees to:

Continually plan to recruit, develop and retain qualified Personnel at all levels. All Personnel will participate in annual continuing education appropriate for their positions and sufficient to maintain their relevant Delaware professional licensure in accordance with DDOC Policy C-03 Professional Development. Provider shall:

- 18.1. Within three months of Contract Start-Up, develop and execute a plan for the ongoing training, recruitment, and retention for its Personnel. The plan shall be sent to the BHSAMH Bureau Chief, or designee.
- 18.2. Ensure that as part of orientation, New Personnel, excluding those who have previously worked at DDOC facilities through a prior vendor within the past 12 months, participates in new employee orientation in accordance with DDOC Policy C-09 Orientation for Healthcare Staff and DDOC Policy 16.1 Employee Development. Training modules must include an introduction to Delaware's correctional system, a review of DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, guidance documents relevant to provision of healthcare Services.
- 18.3. Participate in emergency response training, which shall include training on the procedures outlined in DDOC Policy D-07 Emergency Services and Response Plan.
- 18.4. This training shall be conducted in coordination with the DDOC Training Academy Administrator, BHSAMH Bureau Chief (or designee), and the BOP Bureau Chief (or designee) and initiated within three months of Contract Start-Up and completed within six months of Contract Start-Up. The BHSAMH Bureau Chief (or designee) and the BOP Bureau Chief (or designee) shall approve the training prior to implementation.
- 18.5. Provide EHR training to its New Personnel.
- 18.6. Provide a comprehensive training program, customized for each position, within 30 days of hire of New Personnel to include use of the EHR and Medical Records policies.
- 18.7. Require that New Personnel complete a 30-day orientation period under the supervision of an experienced employee in the same profession. The orientation period shall provide on-the-job training, mentoring, and professional support to on-boarding employees.

- 18.8. Provide close supervision of New Personnel: Specifically New Personnel must not be on a shift alone (i.e. without another person in the same job category), during the first two weeks of the 30-day orientation period.
  - 18.9. Offer paid time off to attend continuing education classes and training to all Personnel who require continuing education for maintenance of their professional licenses for the number of hours required by their licensure. Continuing education and training topics shall align with the provision of healthcare in correctional settings.
  - 18.10. Develop an employee grievance and resolution process that provides Personnel with a confidential means to address work-related issues and to report these to DDOC as needed. Provider will make Personnel aware and encourage reporting to the DDOC Ombudsman and use of a secure email address to report concerns in healthcare delivery.
  - 18.11. Develop a mechanism for Personnel who voluntarily terminate to anonymously report information regarding the reason that they terminated employment. Inform Personnel of these mechanisms and processes at the time of hire.
  - 18.12. Develop and share with the BHSAMH Bureau Chief or designee a detailed plan for staff recruitment and retention. Ensure staffing recruitment efforts are commensurate (pay and benefits) and equally competitive with local healthcare facilities in order to maximize staffing.
  - 18.13. Provide, on a quarterly basis, to the BHSAMH Bureau Chief or designee a detailed outline of its efforts relative to staff recruitment and retention.
- 19. Physical Health and Health Training for Correctional Officers.** Provider agrees to:
- 19.1. On a routine basis (with frequency to be proposed by Provider and decided on in consultation with BHSAMH), provide training to all DDOC Correctional Officers regarding the signs and symptoms that suggest that an inmate may require immediate medical attention. This training shall be the responsibility of Provider but may be provided in conjunction with BHSAMH staff, behavioral health staff, and Pharmacy contractors.
  - 19.2. The training will include the recognition of critical medical symptoms (such as shortness of breath, choking, bleeding, etc.) and the appropriate steps for obtaining medical services for Inmates on an urgent/emergent basis.
  - 19.3. Provide special training to medical and security staff in accordance with the requirements set forth in DDOC Policy [C-04 Health Training for Correctional Officers](#) and [D-07 Emergency Services and Response Plan](#).
  - 19.4. Develop a quarterly training calendar in coordination with local facilities. The training calendar will be submitted to local Facility Management one month prior to the beginning of each calendar quarter.

**20. Medication Administration Training.** Provider agrees to:  
Ensure that all Personnel who administer prescription medication will be appropriately trained in accordance with DDOC Policy C-05 Medication Administration Training.

**21. Nursing Assessment Protocols.** Provider agrees to:

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

**22. Staffing Levels and Categories.** Provider agrees to:

- 22.1. Provider agrees to provide staffing levels and categories as listed in Appendix 2, Staffing Matrix. The Parties will periodically review and may mutually agree upon staffing adjustments that are necessary for efficiency or operational need. When any such increase or decrease in the staffing is agreed upon, the Parties agree such change requires a contract amendment.
- 22.2. DDOC reserves the right to refuse facility access of proposed Personnel.
- 22.3. Provider must provide licensed nursing staff on-site at each correctional facility, 24 hours per day, seven days per week, 365 days per year, and must provide a physician (MD/DO) to be on call and available by telephone for each facility on each shift when a physician is not available onsite- such as after hours, weekend, holidays and other hours. Nurse practitioners, nurse midwives and physician assistants shall not provide on-call telephone consultation services/recommendations/guidance. This function shall be reserved for physicians (MD/DO).
- 22.4. Have a sufficient number of medical, dental, nursing, ancillary and other professional Personnel of varying types to deliver a comprehensive health

Services program that provides timely evaluation and treatment, including but not limited to routine, urgent, emergent, chronic, specialty, and follow-up care.

- 22.5. Ensure that a personnel file will be established for each of the Personnel.
- 22.6. Each personnel file will contain current licensure and/or certification documentation.
- 22.7. Limit the amount of time that Statewide Office staff backfill at the facilities. The focus of Statewide staff roles shall be on the supervision of staff, quality assurance/quality improvement activities, chart review, and providing consultation and technical assistance as needed and at the request of the DDOC. While DDOC acknowledges that such coverage may be required as a temporary measure on rare occasion, for any position, this shall not occur for more than 7 consecutive days and shall not exceed 14 days in a given calendar quarter.
- 22.8. Review credentials of all staff currently employed by the current Vendor, (including those in the Statewide Office) who wish to continue working in their current or other jobs under the Provider.

**23. Select Staff Job Descriptions And Requirements.** Provider agrees to:  
The following selected staff positions shall met requirements as specified:

- 23.1. Statewide CA/ PM.
  - a. Minimum Bachelor's degree (Master's degree preferred) in Health Sciences, Social Science, Program Management, Public Administration, Business Administration or related field.
  - b. Minimum of 5 years of experience (Bachelor's degree holder) or 2 years' experience (Graduate degree holder) in managing complex projects.
  - c. At least 2 years leadership experience overseeing/coordinating the work of a multidisciplinary team.
- 23.2. Statewide Quality Assurance Director.
  - a. Possession of a Bachelor's degree or higher in Health Sciences, Social Science, Program Management, Public Administration or related field.
  - b. Experience in quality improvement and quality assurance which includes evaluating the quality of services, identifying problems and needs and recommending corrective action and improvements to ensure optimum service delivery, the meeting of goals and objectives and ensure compliance with applicable laws, policies, procedures and standards.
  - c. Experience in ensuring compliance with regulatory and accreditation standards for health care delivery. Experience in developing policies or procedures.
  - d. At least 2 years leadership experience overseeing/coordinating the work of a multidisciplinary team

- e. Certification by a healthcare quality organization such as Institute for Healthcare Improvement (IHI), Agency for Healthcare Research and Quality (AHRQ), National Association for Healthcare Quality (NAHQ) is preferred.
- f. At the minimum, (in the absence of maintaining current certification in healthcare quality), the Quality Assurance Director shall complete 20 hrs. of continuing education in healthcare quality and patient safety each year and shall provide proof of completion of said training to BHSAMH Compliance Director on an annual basis, starting six months after the execution of the contract.

23.3. Statewide Infection Preventionist (IP)

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

23.4. Statewide Chief Medical Officer

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

23.5. Statewide Chief Nursing Officer

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

- e. Experience with budgeting, position control and resource allocation preferred

**24. Medical Records.**

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

- 24.1. Utilize the DDOC's current and any future EHR/ EHR extensions to their full capacity.
- 24.2. Maintain up to date medical records within the EHR.
- 24.3. Submit help desk tickets in a timely manner for any issues with the EHR.
- 24.4. Provide all services related to the EHR in a manner that minimizes disruptions to facility operations.
- 24.5. Recognize that health care records are, and will remain, the property of the DDOC.
- 24.6. Conform to all State rules regarding DDOC ownership of inmate's health records.
- 24.7. Upon request, provide the state with full and unrestricted access to copies of health records.
- 24.8. Provide a Training Facilitator at each facility who will ensure that Vendor's EHR users are trained in the use of the EHR.
- 24.9. Ensure that Vendor's staff have valid user ID's within the EHR. Vendor must inform DDOC of new users as well as user accounts to be deactivated.
- 24.10. Adhere to DDOC's and DTI's IT use policy.
- 24.11. Maintain sufficient numbers of medical records staff as set forth in the approved Staffing Matrix to allow for timely and efficient medical record management and retrieval.
- 24.12. Work in close collaboration with the behavioral health staff to ensure completeness of Inmate records upon request from DDOC, Inmates, attorneys and other stakeholders and upon release of the inmate.
- 24.13. Provider agrees to bear the costs of EHR and any other IT equipment needed within DDOC facilities to provide the Services up to a maximum cost of \$500 per unit. Any EHR and any other IT equipment that is necessary within DDOC facilities and costs above \$500 per unit will be paid for by the DDOC.

**25. Confidentiality and Completeness of Medical and Mental Health Records and Information.**

In compliance with DDOC policy, Provider agrees to:

- 25.1. Maintain the privacy and security of all current and former inmates' Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
- 25.2. Understand and adhere to the rules regarding the sharing of information with DDOC personnel that includes but may not be limited to that which is necessary for the classification, security, and control of inmates.
- 25.3. Retain the health records of discharged inmates in accordance with federal and state law, and in accordance with applicable state retention policies.
- 25.4. Incorporate external healthcare records into the EHR. This includes information obtained from the Delaware Healthcare Information Network (DHIN), records from healthcare providers outside of DDOC and results/reports from diagnostic and therapeutic studies conducted during inmates' incarceration.
- 25.5. Promptly make all records available to DDOC's legal/defense staff and the Delaware Attorney General's Office as requested.
- 25.6. Promptly make all records available to an inmate's legal, fiduciary, or other representative in accordance with a properly completed, and signed, Release of Information ("ROI") Form.
- 25.7. Respond to DDOC's request for medical information within the timeframes specified in such requests.

**26. Access to Custody and Information.**

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

**27. Withholds.**

Provider may be assessed operational and/or staffing withholds at DDOC's discretion as described below. Withholds will not begin until after the expiration of the Start-Up Period.

**27.1. Operational Withholds-Audits.**

The Health Services QI Monitoring and Evaluation Audit is a BHSAMH tool ("Tool") used to measure compliance with the Agreement. This Tool is currently under development. Provider will be permitted to have input into the final Tool to ensure that it fairly and accurately measures operational performance. The finalized Tool will be completed and implemented prior to the end of the Contract Start-Up Period. If the Tool is completed and implemented by October 1, 2020, DDOC will waive any staffing withholds under Section 27.2 below for an additional ninety (90) days. Once the Contract Start-Up Period concludes, DDOC will begin auditing using the Tool. The monitoring will occur on a quarterly basis. Any operational withholds will be withheld twice per calendar year on or about June 1<sup>st</sup> and December 31<sup>st</sup>. The overall standard for compliance is a threshold of 80% per performance measure across DDOC facilities for the first year and 85%

compliance per performance measure across DDOC facilities during subsequent years.

- a. Monitoring and Evaluation Audits with overall scores for each performance measure at or above compliance:
  - No operational withholds will be assessed
  
- b. Monitoring and Evaluation Audits with overall scores for each performance measure below compliance levels show a potential failure in compliance with DDOC. The following steps will then apply:
  - Initial audit scores of a performance measure below compliance require Provider to develop and submit a corrective action plan (CAP) for that performance measure within thirty (30) calendar days of receipt of the audit scores. No operational withholds will be assessed
  - DDOC may conduct a second audit of any performance measure below compliance ninety (90) calendar days after the CAP has been submitted and reviewed. If this second audit shows that the performance measure at issue is still below compliance– DDOC may assess an operational withhold of \$5,000. Provider shall develop and submit a second CAP within thirty (30) calendar days of receipt of the audit scores.
  - DDOC may conduct a third audit of any performance measure below compliance on both the initial and second audits ninety (90) calendar days after the second CAP has been submitted and reviewed. If the third audit shows that the performance measure at issue is still below compliance, DDOC may assess an operational withhold of \$7500. Provider shall develop and submit a third and final CAP within thirty (30) calendar days of receipt of the audit scores.
  - DDOC may conduct further audits of any performance measure below compliance on the initial, second and third audits no less than thirty (30) calendar days after the final CAP has been submitted and reviewed. If these further audits show that the performance measure at issue is still below compliance, DDOC may assess an operational withhold of \$10,000. At any time during the audit process, if the overall score of a performance measure comes into compliance, no further operational withholds will be assessed for that measure.
  
- c. Incentives for Compliance
  - For each quarterly audit, if Provider achieves a compliance score of 80% or higher in Year One or a compliance score of 85% in subsequent years as described in herein, then DDOC agrees to remit Provider's monthly payment under this Agreement within 15 days rather than 30 days as set forth in Section 2.5 of the Agreement for the three months following the successful audit compliance.
  - In addition, after the completion of Year One, if Provider's audit scores for two consecutive quarters are 90% or higher, then DDOC will waive any operational withholds set forth in Section 27.1 if audit scores for one of the four quarterly audits are in the 80-84% range.

**27.2. Staffing Withholds.**

Staffing withholds may be imposed for statewide and facility positions left

vacant for greater than sixty (60) calendar days or for more than eighty-five (85) calendar days in a consecutive three month period. Vacant is defined as a position that is not otherwise covered by temporary agency or locums personnel or existing supervisory personnel.

To temporarily fill a Vacant position, it must be filled by a person who is equally or more qualified in the same field. That person shall not be cross-covering another position to the point that their contribution in both positions adds up to more than 1FTE. In positions requiring licensure, the replacement candidate's license must be of an equal or higher level and must fall under an equal or higher hourly rate. The amounts for staffing withholds will be calculated based on Provider's average statewide salary for the affected position(s) at time of vacancy.

Provider shall provide DDOC, documents defined in § 12 of Appendix 1, with benefits included, as the basis for calculating staff withholds.

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## APPENDIX 2 - STAFFING MATRIX

Staffing Matrix									
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Weekly Hour (s)	FTE (s)
<b>Day Shift</b>									
Health Services Administrator	-	32	32	32	32	32	-	160	4.00
Director of Nursing/Nurse Manager	-	48	48	48	48	48	-	240	6.00
Infection Control Coordinator	-	32	32	32	32	32	-	160	4.00
QA Associate	-	32	32	32	32	32	-	160	4.00
Chronic Care Nurse	-	40	40	40	40	40	-	200	5.00
Consult Coordinator	-	40	40	40	40	40	-	200	5.00
Discharge Planner	-	32	32	32	32	32	-	160	4.00
Admin Assistant	-	32	32	32	32	32	-	160	4.00
Medical Records Clerk	-	124	124	124	124	124	-	620	15.50
Unit Clerk	8	8	8	8	8	8	8	56	1.40
Medical Assistant/Phlebotomist	40	48	48	48	48	48	40	320	8.00
C.N.A.	24	24	24	24	24	24	24	168	4.20
Site Medical Director	-	32	32	32	32	32	-	160	4.00
OB/GYN	-	8	-	-	8	-	-	16	0.40

Staff Physician	8	36	28	24	24	24	8	152	3.80
NP / PA	36	78	78	78	86	82	36	474	11.85
RN - 8	120	154	154	154	154	154	120	1,010	25.25
Charge Nurse	64	32	32	32	32	32	64	288	7.20
Health Coach/Case Manager	-	40	40	40	40	40	-	200	5.00
Dentist	-	30	40	40	40	34	-	184	4.60
Dentist(Oral Surgeon)	-	2	-	-	-	6	-	8	0.20
Hygienist	-	28	16	24	8	-	-	76	1.90
Dental Assistant	-	32	40	40	40	40	-	192	4.80
LPN	176	176	176	176	176	176	176	1,232	30.80
Pharmacy Tech	8	24	24	24	24	24	24	152	3.80
Training Facilitator	-	32	32	32	32	32	-	160	4.00
Physical Therapist	-	16	8	8	16	8	-	56	1.40
Physical Therapist Assistant	-	8	8	8	8	8	-	40	1.00
<b>Total Day Shift</b>	<b>484</b>	<b>1,220</b>	<b>1,200</b>	<b>1,204</b>	<b>1,212</b>	<b>1,184</b>	<b>500</b>	<b>7,004</b>	<b>175.10</b>
<b>Evening Shift</b>									
Medical Records Clerk	-	40	40	40	40	40	-	200	5.00
Medical Assistant/Phlebotomist	8	8	8	8	8	8	8	56	1.40
C.N.A.								112	2.80

	16	16	16	16	16	16	16		
Staff Physician	-	4	4	-	-	-	-	8	0.20
NP / PA	-	-	-	-	8	4	-	12	0.30
RN - 8	128	128	128	128	128	128	128	896	22.40
Charge Nurse	32	32	32	32	32	32	32	224	5.60
Health Coach/Case Manager	-	20	20	20	20	20	-	100	2.50
LPN	168	168	168	168	168	168	168	1,176	29.40
Pharmacy Tech	-	8	8	8	8	8	8	48	1.20
<b>Total Evening Shift</b>	<b>352</b>	<b>424</b>	<b>424</b>	<b>420</b>	<b>428</b>	<b>424</b>	<b>360</b>	<b>2,832</b>	<b>70.80</b>
<b>Night Shift</b>									
Medical Assistant/Phlebotomist	8	8	8	8	8	8	8	56	1.40
C.N.A.	24	24	24	24	24	24	24	168	4.20
RN - 8	104	104	104	104	104	104	104	728	18.20
Charge Nurse	32	32	32	32	32	32	32	224	5.60
LPN	72	72	72	72	72	72	72	504	12.60
Pharmacy Tech	8	8	8	8	8	8	8	56	1.40
<b>Total Night Shift</b>	<b>248</b>	<b>1,736</b>	<b>43.40</b>						
<b>Total All Shifts</b>	<b>1,084</b>	<b>1,892</b>	<b>1,872</b>	<b>1,872</b>	<b>1,888</b>	<b>1,856</b>	<b>1,108</b>	<b>11,572</b>	<b>289.30</b>

<b>Regional Office</b>									
Chief Medical Officer								40	1.00

		8	8	8	8	8			
Admin Assistant		8	8	8	8	8		40	1.00
Contract Administrator/Program Manager		8	8	8	8	8		40	1.00
Director of Community Inclusion		8	8	8	8	8		40	1.00
Telehealth Coordinator		8	8	8	8	8		40	1.00
HR Administrator		8	8	8	8	8		40	1.00
Nurse Educator/Coordinator		8	8	8	8	8		40	1.00
Chief Nursing Officer		8	8	8	8	8		40	1.00
Infection Preventionist		8	8	8	8	8		40	1.00
E.H.R. Master Trainer		8	8	8	8	8		40	1.00
Statewide Quality Assurance Manger		8	8	8	8	8		40	1.00
UM RN		16	16	16	16	16		80	2.00
UM Coordinator		8	8	8	8	8		40	1.00
Data Manager		8	8	8	8	8		40	1.00
<b>Totals</b>	<b>1,084</b>	<b>2,012</b>	<b>1,992</b>	<b>1,992</b>	<b>2,008</b>	<b>1,976</b>	<b>1,108</b>	<b>12,172</b>	<b>304</b>