

PROFESSIONAL SERVICES AGREEMENT
for
CORRECTIONAL HEALTHCARE SERVICES
Contract No. DOC23026-HEALTHCARE

This Professional Services Agreement (“Agreement”) is entered into as of May 1, 2023 (Effective Date) and will end on June 30, 2026, by and between the State of Delaware, Department of Correction (“Delaware” or “DDOC” as appropriate), and VitalCore Health Strategies, LLC (“Provider”).

WHEREAS, Delaware desires to obtain certain services to provide correctional healthcare services; and

WHEREAS, DDOC issued Request for Proposal No. DOC23026-HEALTHCARE on or about December 23, 2022 and selected Provider as the winning bidder; and

WHEREAS, Provider acknowledges, accepts, and will comply with all terms and conditions of said RFP as outlined in the RFP specifications; 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, he “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; and

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 promises and mutual agreements herein, Delaware and Provider agree as follows:

1. Services.

- 1.1. Provider shall perform for Delaware the services specified in the Appendices to this Agreement, 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. Delaware may, at any time, in writing, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Provider shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the services to be provided under this Agreement, it shall notify Provider, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Provider for any aspect of its performance under this Agreement.

- 1.3. Provider will not be required to make changes to its scope of work that result in Provider's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

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

- 2.1. The term of the initial Agreement shall be from May 1, 2023 through June 30, 2026. The Agreement 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. Should the Agreement be extended, the Agreement amount may be adjusted based upon 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%.
- 2.2. Delaware will pay Provider for the performance of services as described in Appendix-1. The fee will be paid in accordance with this Agreement and the invoice instructions provided in Appendix-1.
- 2.3. Delaware's obligation to pay Provider for the performance of services will not exceed the total amount set forth in Appendix-1. It is expressly understood that the services defined in Appendix-1 to this Agreement must be completed by the Provider and it shall be 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).
- 2.5. Provider shall submit 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 the 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 may be charged interest on the overdue portion at no more than 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 breach of contract, resulting from or arising out of errors or omissions in Provider's work products, which have not been previously paid to Provider.

- 2.9. 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.

3. Responsibilities of Provider.

- 3.1. Provider shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with standards promulgated by the Delaware Department of Technology and Information ("DTI") published at <https://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, 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 or agents under the personal supervision of the Provider. 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 [DDOC Policy 8.60](#), the Provider agrees to report allegations of sexual misconduct promptly, fully cooperate with investigation inquiries and participate in training as directed by the DDOC, within thirty (30) days of entering into contract. Provider and Provider staff's (including volunteers and subcontractors) agree to abide by DDOC 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. All substantiated cases will be referred to the Delaware Department of Justice for prosecution. Failure to report such misconduct, delays in reporting, or material omissions shall be grounds for termination. If DDOC Policy is modified, the Provider will be notified and shall comply.

- 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 yield 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 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. State Responsibilities.

- 4.1. In connection with Provider's provision of the services, Delaware shall perform those tasks and fulfill those responsibilities specified in Appendix 1.
- 4.2. 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.
- 4.3. 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 inform Provider by written notice before the effective date of each such delegation.

- 4.4. 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.
- 4.5. 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.
- 4.6. 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.

5. **Work Product.**

- 5.1. 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.
- 5.2. 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.
- 5.3. 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. Additionally, 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.
- 5.4. 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 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.

6. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001, et seq., 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.

7. Warranty.

- 7.1. 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.
- 7.2. 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.

8. Indemnification; Limitation of Liability.

- 8.1. 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 opportunity to cure, provided Provider shall have been notified promptly in writing by Delaware of any notice of such claim.
- 8.2. If Delaware promptly notifies Provider in writing of a third-party claim against Delaware that any services infringe 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, or
 - b. Delaware's failure to use corrections or enhancements made available by Provider, or
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Provider, or
 - 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, or
- 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 infringement.

9. **Employees.**

- 9.1. 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 for specific individuals.
- 9.2. 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 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.
- 9.3. Possession of a Security Clearance, as issued by the DDOC, is required of any employee of Provider who will be assigned to this Agreement.

10. **Independent Contractor.**

- 10.1. It is understood that in the performance of the services herein, 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.
- 10.2. 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.
- 10.3. Provider shall be responsible for providing liability insurance for its personnel.
- 10.4. 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.

11. Dispute Resolution.

- 11.1. At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.
- 11.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The DDOC reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

12. Remedies.

Except as otherwise provided in this Agreement, including but not limited to Section 11 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Provider arising out of, or relating to, this Agreement, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

13. Suspension.

- 13.1. 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 calendar 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 until receipt of written notice from Delaware to resume performance.
- 13.2. 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.

14. Termination.

- 14.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party, but only after the other party is given:

- a. Not less than 90 calendar days written notice of intent to terminate, and
 - b. An opportunity for consultation with the terminating party prior to termination.
- 14.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Provider is given:
- a. Not less than 180 calendar days written notice of intent to terminate, and
 - b. An opportunity for consultation with Delaware prior to termination.
- 14.3. If Delaware terminates the Agreement for default, 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 9.2.
- 14.4. 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 affected for the convenience of Delaware.
- 14.5. 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.
- 14.6. 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 14.6.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 herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. 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.

16. Assignment; Subcontracts.

- 16.1. Any attempt by Provider to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.
- 16.2. Services specified by this Agreement, other than those listed by Provider in its RFP response, shall not be subcontracted by Provider, without prior written approval of Delaware.
- 16.3. Approval by Delaware of Provider's request to subcontract 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.
- 16.4. Provider shall be and remain liable for all damages to Delaware 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 offenders or their family members or heirs.
- 16.5. The compensation due shall not be affected by Delaware's approval of the Provider's request to subcontract.

17. Force Majeure; Applicability.

Neither the Provider nor Delaware shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

- 17.1. Acts of God, labor disturbances, accidents, failure of a governmental entity to issue a permit or approval required for performance when the Provider has filed proper and timely application with the appropriate government entity, civil disorders, acts of aggression, changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement, a court order, explosions, failure of utilities, or material shortages, or
- 17.2. Diseases, plagues, quarantine, epidemics, pandemics, or
- 17.3. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, pandemics, or
- 17.4. Delaware's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the

need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement within two (2) business days of the party's knowledge of significant non-performance risk.

18. Non-Appropriation of Funds.

- 18.1. 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.
- 18.2. 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.

19. 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.

20. Complete Agreement.

- 20.1. This Agreement 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 with respect to the subject matter of this Agreement.
- 20.2. 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.

21. Miscellaneous Provisions.

- 21.1. 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.
- 21.2. This Agreement may only be modified 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.

- 21.3. 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.
- 21.4. 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.
- 21.5. 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.
- 21.6. 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 Agreement 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.
- 21.7. 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.
- 21.8. Provider shall maintain all public records, as defined by 29 *Del. C.* § 502(8), 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's performance and records pertaining to this Agreement at the Provider business office during normal business hours.
- 21.9. Funds received and expended under the Agreement must be recorded so as to permit the DDOC to audit and account for all expenditures in conformity with the terms, conditions, and provisions of this Agreement, and with all pertinent federal and state laws and regulations.
- 21.10. 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 DDOC to be gratuitous and not subject to any financial reimbursement.
- 21.11. The Provider agrees that, upon termination, all equipment purchased with DDOC funds will be returned to the DDOC immediately upon termination.
- 21.12. 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.

- 21.13. The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.
- 21.14. Provider's employees carrying out any work related to this Agreement within a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of this Agreement, including those that apply directly to State employees.

22. Insurance.

As a part of the Agreement requirements, the Provider must obtain at its own cost and expense and keep in force and effect during the term of this Agreement, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Providers must carry the following coverage depending on the type of service or product being delivered

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Provider pursuant to this Agreement as well as all units used by Provider, regardless of the identity of the registered owner, used by Provider for completing the work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 - I. \$1,000,000 combined single limit each accident, for bodily injury;
 - II. \$250,000 for property damage to others;
 - III. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - IV. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and
 - V. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The Provider must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

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 DDOC. The certificate holder is as follows:

Delaware Department of Correction
Contract No: DOC23026-HEALTHCARE

CBO Purchasing
245 McKee Road
Dover, DE 19904

Nothing contained herein shall restrict or limit the Provider's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Provider procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Provider has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Provider as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

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

23. Performance Requirements.

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

24. Performance Bond.

Effective July 1, 2023, 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.

25. 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 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's 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.

26. 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.

27. 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:

Manager, Support Services
Department of Correction
245 McKee Road
Dover, DE 19904

PROVIDER:

VitalCore Health Strategies, LLC
719 S.W. Van Buren St., Suite 100
Topeka, KS 66603

[SIGNATURE PAGE TO FOLLOW]

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:

Viola Riffin 5/1/2023
Viola Riffin Date
Chief Executive Officer
VitalCore Health Strategies, LLC

For the Department:

Monroe B. Hudson, Jr. 5/1/23
Monroe B. Hudson, Jr. Date
Commissioner

Christine Dunning 5/1/23
Christine Dunning, Chief Date
Bureau of Administrative Services

Mike Records 5/1/23
Mike Records, Chief Date
Bureau of Healthcare, Substance Abuse,
and Mental Health Services

Craig Fetzer 5/1/2023
Craig Fetzer Date
Manager, Support Services

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

Provider: VitalCore Health Strategies, LLC (“Provider”)
Address: 719 S.W. Van Buren St., Suite 100
Topeka, KS 66603

Primary Contact: Viola Riggan, CEO
Phone: (785) 246-6840
Email: VRiggan@VitalCoreHS.com

Department: Delaware Department of Correction (“DDOC”)
Address: 245 McKee Road
Dover, DE 19904

Primary Contact: Michael Records, Bureau Chief
Bureau of Healthcare, Substance Abuse, and Mental Health Services (BHSAMH)
Phone: (302) 857-5389
Email: michael.records@delaware.gov

Contract ID#: DOC23026-HEALTHCARE

Contract Title: Correctional Healthcare Services

Contract Amount:

| Period | Annual Amount | Monthly Amount |
|---|------------------|------------------|
| May 1, 2023 – June 30, 2023 <i>(Transition Period)</i> | \$209,458.00 | One-time payment |
| July 1, 2023 – June 30, 2024 <i>(Year One)</i> | \$49,212,749.53 | \$4,101,062.46 |
| July 1, 2024 – June 30, 2025 <i>(Year Two)</i> | \$49,212,749.53 | \$4,101,062.46 |
| July 1, 2025 – June 30, 2026 <i>(Year Three)</i> | \$49,212,749.53 | \$4,101,062.46 |
| Three Year Total | \$147,847,706.59 | |

I. OVERVIEW

A. **Purpose.** This Agreement is to provide correctional healthcare services to incarcerated and vulnerable at risk populations under DDOC custody. There are currently eight (8) correctional facilities in operation in the state, of which, four are Level-V facilities (prisons/jails) and four are Level-IV facilities (community corrections centers).

The Provider shall manage and deliver an integrated, recovery-oriented system of care that will provide constitutionally required medical healthcare services to incarcerated men and women in the State of Delaware’s Level-IV and Level-V correctional facilities. 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).

B. DDOC Population.

The incarcerated population in Delaware varies from most other jurisdictions in that Delaware operates a “unified system” similar to a small number of other states that contains both pre-trial detainees and sentenced offenders in the same facilities.

Within this Agreement and referenced policies, the terms “offender”, “inmate”, “DDOC clients”, “patient”, “patients”, and/or “clients” all refer to men and women that are committed to the DDOC and housed in Level-IV and Level-V facilities (it should be noted that this includes a small group of patients housed at the Jane E. Mitchell Building of the Delaware Psychiatric Center (DPC), and the term “patients” refers to the subset of that population who are receiving or in need of medical healthcare services).

The combined average daily population (ADP) for Level-IV and Level-V is 5000 including interstate compact offenders and patients housed at the Jane E. Mitchell Building. If the combined ADP falls below 4000 or exceeds 6000 over two quarters, the parties will meet and discuss the need for staffing and/or compensation adjustment.

Provider costs of medical care for interstate compact inmates is capped at \$50,000/inmate per medical event and is subject to Provider’s medical necessity review. Any costs exceeding this amount are the responsibility of DDOC.

The costs associated with routine onsite patient care for those housed at the Jane E. Mitchell Building at DPC are the responsibility of DPC. When DDOC patients housed at this location require services outside of the DPC, such as a specialty consult or radiology, then a request shall be submitted to the Provider’s utilization review team to determine the appropriateness of the request and ensure that appropriate billing strategies are utilized (i.e., Medicaid). If approved, the costs associated with this specialty consultation will be covered by Medicaid and/or the Provider. Provider does not assume any financial or other responsibility for medical care to patients housed at Delaware Psychiatric Center without an incarceration or Delaware-State custody status.

C. DDOC Accreditations.

The Provider shall maintain a thorough knowledge of the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), and the Prison Rape Elimination Act (PREA) standards, especially the differences between the prison and jail populations. All appropriate standards of NCCHC, ACA, and PREA must be met at a minimum. The DDOC sees those standards as the baseline of care and expects those standards, whenever possible, to be exceeded. The Provider is responsible to meet all NCCHC, ACA, and PREA standards as well as all DDOC current and future policies and procedures.

All DDOC facilities are ACA accredited, and the Provider is required to assist the DDOC in the process of ACA accreditation and adhere to all ACA standards in preparation of any ACA audits. The DDOC is responsible for the costs of ACA accreditation.

All DDOC facilities are PREA accredited, and the Provider is required to assist the DDOC in the process of maintaining PREA accreditation and adhere to all PREA standards. The DDOC is responsible for the costs of PREA accreditation.

The Provider shall be cognizant of the unique issues associated with serving the jail and prison populations, including the separate NCCHC requirements for jails and prisons and ACA performance based expected practices for jails and prisons for healthcare, mental

healthcare, and opioid treatment programs. The Provider is required to meet all applicable standards for NCCHC and ACA. The Provider shall cover the costs of obtaining and/or maintaining accreditation through NCCHC for medical operations at all Level-IV and Level-V facilities. The Provider shall be responsible for the costs and requirements associated with obtaining and maintaining facility Clinical Laboratory Improvement Amendments (CLIA) certificates of waivers. The Provider is also responsible for meeting all federal and state laws applicable to healthcare, correctional settings, as well as all DDOC policies.

D. Standards of Care and Evidence Based Medicine.

The Provider will provide healthcare that is consistent with the best available evidence for patients' specific conditions and in keeping with nationally accepted guidelines and standards of care for those conditions. The organizations listed below routinely provide guidelines for conditions commonly found in the patient population. Any deviation from accepted standards of practice must be approved by the BHSAMH Medical Director and BHSAMH Bureau Chief prior to use by the Provider. The Provider shall ensure that a physician who is licensed in Delaware and board-certified in internal medicine or family medicine be designated as the Statewide Medical Director/Chief Medical Officer. The Statewide Medical Director/Chief Medical Officer shall obtain and maintain the requisite knowledge and experience to provide support and oversight of Medication Assisted Treatment (MAT) programs throughout the DDOC. The Statewide Medical Director/Chief Medical Officer shall ensure that the on-site medical staff follow recognized standards of care and make decisions based on the clinical protocols established by the Provider and accepted by the BHSAMH Medical Director and BHSAMH Bureau Chief. The BHSAMH Medical Director and BHSAMH Bureau Chief must approve any change in the use of standards.

List of professional regulations and guidelines below are intended to be indicative of the generally accepted professional standards of care and, therefore, is not all-inclusive:

- DDOC healthcare policies
- Delaware Division of Professional Regulation - Board of Nursing - Nurse Practice Act
- ACA standards
- NCCHC standards, including medical, mental, and opioid treatment
- Centers for Disease Control and Prevention protocols and guidelines
- Occupational Safety and Health Administration (OSHA) guidelines
- United States Preventative Service Task Force (USPSTF) guidelines
- Federal Bureau of Prisons healthcare [guidelines](#)
- US Department of Health and Human Services ([HIV guidelines](#))
- American Diabetes Association, American Medical Association (AMA), American College of Obstetrics and Gynecology (ACOG), American Heart Association (AHA), American association for the study of liver diseases (AASLD), the Infectious Disease Society of America (IDSA), SAMHSA, and other nationally recognized professional healthcare organizations' guidelines
- SAMHSA/Drug Enforcement Agency (DEA) statutes, regulations, and guidelines for MAT

E. Research.

No research projects involving offenders will be conducted without the prior written consent of the Commissioner of Correction in accordance with [DOC Policy 6.9 – Research Activities](#). The conditions under which the research will be conducted will be governed by written guidelines mutually agreeable to the Provider and the DDOC. In every case, the written informed consent of each offender who is a subject of the research

project will be obtained prior to the offender's participation. All Federal and State regulations applicable to such research will be fully and strictly followed, including but not limited to HIPAA regulations and Federal Office of Human Resource Protections. Research must be approved by a Human Subjects Review Board and approved by the Bureau Chief of BHSAMH and the Chief of Planning, Research, and Reentry or their designees and must be in accordance with BHSAMH Policy [G-06 "Medical and Other Research"](#).

F. Drug Free Workplace.

The Provider shall support DDOC's drug-free workplace with sufficient policies to comply with Federal and State regulations and DDOC policies. State of Delaware regulations can be found at:

<https://regulations.delaware.gov/AdminCode/title19/4000/4100/4104.shtml>

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

G. Transition Plan between Existing and New Provider.

The transition period will commence upon the date of contract signing (May 1, 2023) and be completed by June 30, 2023. July 1, 2023 is the go-live date that the Provider shall take over all services from the incumbent healthcare provider. The transition plan must be presented in writing to the BHSAMH Bureau Chief and BHSAMH Medical Director within 14 days of the contract approval and will address an orderly and efficient start-up, including at a minimum:

- Recruitment of new staff and retention of current staff
- Screening and selection of sub-contractors and specialists
- Hospital services
- Laboratory, radiology, dental services
- Medical supplies
- Assuming care of current patients
- Equipment and inventory
- Medical record management
- Orientation of new staff
- Coordination of transition

The Provider must outline timelines and specify personnel who will be assigned to supervise and monitor the transition, as well as detailed plans for all aspects of the transition. The Provider shall identify a specific person that will oversee the transition process. If the Provider plans to integrate the current Provider's employees and/or subcontractors, the Provider must specify how it intends to integrate them and obtain BHSAMH approval to continue each employee's access to DDOC facilities prior to making a job offer. As part of this process, the Provider and BHSAMH shall meet to discuss incumbent leadership staff for the statewide office and facilities.

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

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

II. **SCOPE OF WORK**

The Provider's performance and services shall be provided in a manner that is:

- A. Humane and professional with respect to patients' rights to healthcare as guaranteed by the 8th Amendment of the United States Constitution.
- B. In compliance with all current and future applicable state and federal laws.
- C. In compliance with all current and future (DDOC) policies, procedures, directives, rules, interim memos, intergovernmental agreements, and guidance documents. Refer to the full list of [DDOC Policies](#).
- D. Consistent and reliable, yet sufficiently flexible that as DDOC policies, procedures, directives, rules, memoranda of understanding (MOU), intergovernmental agreements, and guidance documents, laws, standards, or the operational needs of the DDOC change, the Provider can quickly adjust and modify services provided to comply with the changes.
- E. In compliance with all current and future applicable [NCCHC](#) standards for jails and prisons (medical healthcare), as well as the [ACA](#) standards.
- F. Necessary to maintain NCCHC accreditation for healthcare services at all currently accredited DDOC facilities and to support future accreditation efforts for all DDOC facilities
- G. Fully transparent and accountable (including providing all reports requested by the BHSAMH).

Additionally, the medical healthcare system established by the Provider must:

- A. Utilize the full scope of licensed, certified, professionally trained, and (where required), appropriately credentialed personnel sufficient in number, location, and competency to meet all clinical and administrative requirements of the contract.
- B. Facilitate and ensure continuity of care between settings (i.e., the community, other correctional facilities, hospitals, out-of-state facilities, etc.). This includes, but is not limited

- to, active participation and use of the statewide Health Information Exchange ([Delaware Health Information Network- DHIN](#)), frequent and timely documented engagement with outside healthcare facilities and providers to allow for optimal patient care and improved health outcomes, and ensuring accurate and up-to-date medication reconciliation processes during transfer of patients within DDOC and between DDOC and outside facilities. Provider must cover the registration costs to participate in DHIN.
- C. Prescribing providers must be current registered users of the Delaware Prescription Monitoring Program (PMP). The cost of this registration shall be the responsibility of the individual or the Provider.
 - D. 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.
 - E. Actively participate in development and improvement efforts, maintenance, support, training, configuration, and re-configuration (as necessary) of the DDOC's EHR.
 - F. Utilize technology chosen by the DDOC to assist with the management of the correctional population including tablets, kiosks, or other electronic communication systems used for submitting sick calls, grievances, etc.
 - G. Utilize the DDOC's Offender Management System called the Delaware Automated Correction System (DACS) for patient medical grievances, patient programs, patient special diets and other related functions.
 - H. Maintain ongoing engagement and collaboration with the DDOC's contracted IT Provider with regards to EHR scheduling functions.
 - I. Collaborate with BHSAMH as well as the behavioral healthcare, pharmacy, and IT contractors, in the implementation of innovative continuous quality improvement initiatives.
 - J. Implement evidence-based practices with a high degree of fidelity and be prepared to internally monitor appropriate measures to ensure positive health outcomes.
 - K. Support all clinical, utilization and financial auditing and quality assurance activities, including all performance improvements required by DDOC for contract compliance purposes.
 - L. Focus on maintaining complete, accurate, and detailed records of all services delivered.
 - M. Implement a continuous quality improvement (CQI) program in accordance with BHSAMH Policy [A-06 Continuous Quality Improvement Program](#) and based on NCCHC standards, ACA standards, as well as select measures (as identified by BHSAMH), from other agencies that provide standards on healthcare quality. This includes but is not limited to:
 - 1. National Commission on Quality Assurance - Health Evaluation Data Information Set (NCQA-HEDIS <https://www.ncqa.org/hedis/>)
 - 2. Centers for Medicaid and Medicare Services ([CMS](#))
 - N. Include the provision of staff education as dictated by DDOC policy and when requested by the DDOC.

III. GOVERNANCE AND ADMINISTRATION

A. Contract Management Expectations.

The Provider will be accountable to the DDOC's Commissioner, Bureau Chief of BHSAMH, and designees. The Provider shall be responsible for managing the completion of all contract deliverables utilizing current project management methodologies and contract administration activities. All staff and subcontractors proposed to be used by the Provider shall be required to follow a consistent methodology for all contract activities.

The Provider is required to have at the minimum one (1) full time Senior Level Contract Administrator/Project Manager (CA/PM) dedicated to this contract and located in Delaware. The CA/PM shall coordinate all the tasks necessary to successfully implement the contract. These tasks will include but not be limited to assigning staff, scheduling meetings, preparing, reviewing, and submitting status reports, addressing project issues, providing administrative oversight for clinical services, and preparing presentations for state stakeholders.

The CA/PM shall have overall responsibility for the contract deliverables, schedule, and successful implementation of the Provider's resources to fulfill the requirements of the contract. The CA/PM shall have daily contact with BHSAMH as necessary. The CA/PM shall schedule and facilitate (at the minimum) monthly project team status meetings with the Bureau Chief of BHSAMH or their designee(s). These meetings shall be held either on-site in DDOC's Central Administrative office or via tele-conference.

The CA/PM shall provide written "Monthly Status Reports" to BHSAMH which shall include, at a minimum:

1. 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).
2. Contract deliverables (including staffing levels and other performance metrics).
3. All tasks planned for the coming month.
4. 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.).
5. The status of any corrective actions.
6. 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.
7. Notice to BHSAMH if required deliverables will not be completed on time.
8. The Chief-BHSAMH 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.
9. The CA/PM will be responsible for oversight and accountability for all the Provider's continuous quality improvement efforts.
10. Information on new staff hires, vacancies, terminations, resignations, significant disciplinary action (including reasons) and reports made to the Delaware Division of Professional Regulation or to law enforcement agencies on any staff.

11. BHSAMH reserves the right to conduct exit interviews with contract staff upon termination or resignation.

B. Medical Contract Coordination.

The Provider's Statewide Office shall be the liaison between BHSAMH and the Provider's Corporate Office (If different from the Statewide Office). The Statewide Office shall provide facility personnel with the resources necessary to fulfill the requirements of the contract. The Statewide Office shall maintain a physical office location within Delaware which the statewide staff shall use as their primary location (preferably in Kent County). The Statewide Office shall meet with BHSAMH monthly or more frequently as needed to discuss healthcare services and contract issues. The Provider will be responsible for coordinating with BHSAMH to develop and implement programs that provide all patients with unimpeded access to timely, appropriate, and evidence-based healthcare services in accordance with DDOC/BHSAMH Policies.

C. Pre-Authorization System.

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

1. Ensures timely access to specialist care and diagnostic services for those patients who need them.
 - a. Urgent Consults - urgent consults must be scheduled within 2 business days of the provider entering the order.
 - i. The appointment should occur as soon as possible.
 - ii. If the consult does not occur within 30 days, the Provider shall provide a written explanation to BHSAMH Medical Treatment Services Director.
 - b. Routine consults - routine consults must be scheduled within 10 business days of the provider entering the order.
 - i. The appointment should occur as soon as possible.
 - ii. If the consult does not occur within 90 days, the Provider shall provide a written explanation to BHSAMH Medical Treatment Services Director.
2. Ensures the specialist/diagnostic care requested is consistent with nationally accepted guidelines and clinical pathways for delivery of evidence-based care.
3. Expediently redirects requesting medical providers to equivalent, evidence-based, more cost-effective approaches whenever applicable.
4. 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.
5. Is based on nationally recognized criteria, tools and decision support systems that guide the provision of high quality and cost-effective healthcare.
6. 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 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.
7. 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 patient health record.
8. Has a provision to allow for the primary care provider to immediately initiate an appeal process when they do not agree with the reviewing physician.
9. The same process outlined above shall be followed for DDOC patients housed at DPC.

10. The Provider shall compile and submit a monthly report listing all consults ordered, scheduled, the current status of each consult, and an explanation for any delays in scheduling or completing a consult.
11. To aid in the process of efficiently managing the consult process, each site shall have at a minimum, one consult coordinator assigned to each facility.
12. Consult coordinators shall document all efforts related to the scheduling of consults in the patient's EHR.
13. The number of consults ordered and scheduled for the preceding week, including any backlogs, shall be reported at the facility's weekly (bi-monthly for Level-IV facilities) Special Needs Multi-Disciplinary team (MDT) meeting.

D. General Requirements.

The Provider shall provide medical healthcare services to patients in DDOC custody. The Provider shall provide services to patients in full compliance with the most recent NCCHC Standards for Health Services in Prisons, Standards for Health Services in Jails, and Standards for Opioid Treatment Programs, as well as support the DDOC's efforts to maintain accreditation by the American Correctional Association (ACA).

The Provider shall cover the costs of and maintain NCCHC accreditation (and provide needed efforts in support of the maintenance of ACA and PREA accreditation) at all DDOC sites. If the Provider fails to attain or maintain certifications and/or accreditation, DDOC may assess liquidated damages as follows:

For NCCHC surveys, the following will apply:

- If a facility receives an accreditation decision of accredited, no penalty is assessed.
- If a facility receives an accreditation decision of accredited with verification, a corrective action plan will be issued. A penalty of \$25,000 shall be assessed if the corrective action is not successfully implemented within the timeframes outlined by NCCHC and BHSAMH.
- If a facility receives an accreditation decision of deferred, a penalty of \$50,000 shall be assessed. A corrective action plan will be implemented, and an additional penalty of \$25,000 shall be assessed if the corrective action is not successfully implemented within the timeframes outlined by NCCHC and BHSAMH.
- If a facility receives an accreditation decision of denied accreditation, there may be a discussion involving termination of the contract for cause.

For ACA and PREA audits, each individual institution is audited on a schedule issued by the ACA and PREA. These audits measure certain criteria relative to specific standards in all areas of the operation of an institution including healthcare. This audit results in accreditation, re-accreditation or loss of accreditation. The Provider shall be responsible for ensuring that all medical healthcare practices meet the applicable medical healthcare accreditation standards of these audits and will create corrective action plans for any standards found non-compliant by the ACA and/or PREA. Any failure to meet medical healthcare standards by the ACA and/or PREA shall result in liquidated damages as follows:

- If the result of the non-compliance results in loss of accreditation - \$25,000 penalty.
- If a specific standard is found to be non-compliant, but the facility still receives accreditations - \$1,000 penalty per occurrence

For DEA audits, each individual institution is subject to audits and inspections on an unannounced schedule by the DEA. These audits measure certain criteria relative to specific standards in all areas of the operation of an institution relative to medication storage, dispensing, administration, and documentation. The results of these inspections and/or audits may result in adverse action(s) if issues or deficiencies are noted. In the event this occurs liquidated damages shall be assessed as follows:

- If the result of the non-compliance results in loss of DEA license - \$50,000 penalty.
- If a specific standard or regulation is found to be non-compliant, the facility may receive a memorandum of understanding (MOU), memorandum of agreement (MOA), or other corrective action deemed appropriate by the DEA, but the facility still maintains the license - \$10,000 penalty per identified issue

For SAMHSA/DSAMH audits, each individual institution is subject to audits and inspections on an unannounced, or announced schedule established by the SAMHSA/DSAMH. These audits measure certain criteria relative to specific standards in all areas of the operation of an institution relative to medication assisted treatment (MAT). The results of these inspections and/or audits may result in adverse action(s) if issues or deficiencies are noted. In the event this occurs liquidated damages shall be assessed as follows:

- If the result of the non-compliance results in loss of SAMHSA/DSAMH license - \$50,000 penalty.
- If a specific standard or regulation is found to be non-compliant, the facility may receive a memorandum of understanding (MOU), memorandum of agreement (MOA), or other corrective action deemed appropriate by the SAMHSA/DSAMH, but the facility still maintains the license - \$5,000 penalty per identified issue

In the event that any of the above occurs relative to NCCHC, ACA, PREA, DEA, and/or SAMHSA/DSAMH audits, the DDOC may exercise its ability to execute a claim against the Provider's performance bond. Any liquidated damages (as outlined above) shall not be the exclusive remedy for failure to achieve and/or maintain accreditation.

The Provider shall also:

1. Provide qualified healthcare professionals sufficient in number, location, and skillset to meet all clinical, administrative, and performance-based requirements outlined in this RFP. Healthcare professionals must be qualified consistent with NCCHC and ACA standards and applicable state laws governing licensure, credentialing, and scope of practice requirements.
2. Contract with a network of hospitals and specialists sufficient in size, location, and scope to meet all clinical requirements outlined in this RFP.
3. Participate in applicable quality assurance meetings, activities, and quality improvement projects as directed by DDOC and BHSAMH. This includes participating in and reporting at the monthly meetings of the Adult Correctional Healthcare Review Committee (ACHRC) at the request of BHSAMH or ACHRC and participation in a statewide continuous quality improvement program.
4. Develop and maintain an ongoing, collaborative relationship with the BHSAMH and other DDOC Providers.

E. Regulation Compliance.

The Provider shall ensure compliance with the following:

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

IV. COMPREHENSIVE MEDICAL HEALTHCARE SERVICES

The Provider is responsible for providing comprehensive medical healthcare services to all patients in DDOC custody regardless of sentencing status. Comprehensive healthcare services encompass outpatient and infirmary medical, nursing, ancillary, dental and pharmacy management services (in concert with DDOC's Pharmaceutical Provider), 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. Care provided must be in keeping with current and future [NCCHC](#) & [ACA Standards](#), DDOC policies, and current medical standards of care and guidelines as set forth by the relevant medical, nursing, and other professional organizations.

| Service domain | Applicable DDOC policies (not exhaustive list) |
|----------------------------|---|
| Receiving/Intake Screening | E-02 Intake Screening |
| Patient Transfer Screening | E-09 Continuity, Coordination, and Quality of Care During Incarceration |

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| | E-03 Transfer Screening |
| Health Assessments | E-04 Initial Health Assessment |
| Dental Services | E-06 Oral Care |
| Optometry and Podiatry Services | D-03 Clinic Space, Equipment, and Supplies E-09 Continuity, Coordination, and Quality of Care During Incarceration |
| Dietary Consultation | D-05 Medical Diets |
| Sick Call | E-07 Non-Emergency Healthcare Request & Services E-09 Continuity, Coordination, and Quality of Care During Incarceration |
| Chronic and Long-Term Care | F-01 Patients with Chronic Disease and Other Special Needs F-07 Care for the Terminally Ill |
| Infirmiry Care | E-09 Continuity, Coordination, and Quality of Care During Incarceration D-08 Hospital Care F-02 Infirmiry Level Care |
| Emergency Care | D-07 Emergency Services and Response Plan E-09 Continuity, Coordination, and Quality of Care During Incarceration |
| Pharmacy Management Services | D-01 Pharmaceutical Operations D-02 Medication Services Preferred Medication List |
| Women's Health Care | E-09 Continuity, Coordination, and Quality of Care During Incarceration F-05 Counseling and Care of the Pregnant patient B-06 Contraception |
| Preventive Care/ Well visits | E-09 Continuity, Coordination, and Quality of Care During Incarceration |
| Medical Records Management | A-08 Health Record |
| Medication Administration | C-05 Medication Administration Training D-02 Medication Services F-04 Medically Supervised Withdrawal and Treatment |
| Specialty Care Including Dialysis | E-09 Continuity, Coordination, and Quality of Care During Incarceration F-01 Patients with Chronic Disease and Other Special Needs |
| Patient Pre-employment Physicals/Evaluation | DDOC Policy 14.5 Medical Clearance, Sanitation, and Hygiene |
| Discharge Planning and Care Coordination | E-09 Continuity, Coordination, and Quality of Care During Incarceration E-13 Discharge Planning |
| Off-site Diagnostic Testing and Treatment Services | D-08 Hospital and Specialty Care E-09 Continuity, Coordination, and Quality of Care During Incarceration |
| Hospice and End of Life Care | E-09 Continuity, Coordination, and Quality of Care During Incarceration F-07 Care for the Terminally Ill A-09 Procedure in the Event of a patient Death or Suicide Attempt |
| Credentialing | C-01 Credentials |
| Grievance Administration | A-10 Grievance Process for Healthcare Complaints |

| | |
|---|--|
| Compliance & Quality Assurance | A-06 Continuous Quality Improvement Program |
| Laboratory Services | A-01 Access to Care E-09 Continuity, Coordination, and Quality of Care During Incarceration |
| Radiology Services | D-04 On-Site Diagnostic Services |
| Patient Health Education | B-01 Healthy Lifestyle Promotion |
| Infirmiry Services | F-02 Infirmiry Level Care E-09 Continuity, Coordination, and Quality of Care During Incarceration |
| Physical Rehabilitative Services | F-01 Patients with Chronic Diseases and Other Special Needs |
| Ancillary Services | A-01 Access to Care |
| Assistive Devices and Durable Medical Equipment | A-01 Access to Care |
| Medication-Assisted Treatment (MAT) | F-04 Medically Assisted Withdrawal and Treatment |

A. Intake Screening.

All intakes must be started within four hours and completed within 24 hours of offenders' arrival at the facility. Intakes must utilize the intake module within the DOC's EHR, iCHRT. See [DDOC Policy E-02 Intake Screening](#) for more information.

B. Initial Health Assessment.

All offenders must receive initial health assessments upon admission to a DDOC facility. This is accomplished in the following manner:

1. Intake screening results must be reviewed as part of the initial health assessment
2. Offenders shall receive an initial health assessment from a DDOC credentialed provider as soon as possible within the following guidelines:
 - a. If the facility is NCCHC Prison accredited, the initial health assessment shall be completed no later than seven calendar days from admission.
 - b. If the facility is NCCHC Jail accredited, the initial health assessment shall be completed no later than 14 calendar days from admission.
 - c. Offenders identified with clinically significant findings as the result of the intake screening must receive an initial health assessment from a DDOC credentialed provider within two working days from admission to the facility. This requirement applies to both prison and jail accredited facilities.
3. Offenders entering a DDOC facility who are on MAT in the community, must receive a health assessment from a prescribing provider within 24 hours of admission (or a copy of a recent health assessment completed in the community clinic that is reviewed by a prescribing provider) to ensure continuity of treatment with MAT is present.

C. Non-Emergency Healthcare Requests (Sick Call).

Non-emergency healthcare requests (sick calls) shall be picked up daily by a qualified healthcare professional. All sick calls must have a face-to-face encounter by a nurse within 24 hours of receipt (picked up) and then triaged as emergent, urgent, or routine. This face-to-face encounter must be documented on the sick call form and in the EHR. See [DDOC Policy E-07 Non-Emergency Healthcare Requests and Services](#). Sick call shall be conducted 7 days per week at all facilities. At no time should sick call be canceled without prior written permission from the Bureau Chief of BHSAMH.

D. Hospital-Based Services.

Patients who are at a hospital under observation status are not Medicaid eligible and rates must be negotiated between the hospital and the Provider.

The Provider shall:

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

Provider is advised that patients who are hospitalized and admitted (not in “observation” status) for over 24 hours are Medicaid eligible. On the first day of hospitalization the Provider shall facilitate the completion of the Medicaid application on behalf of the patient. The claims are submitted by the hospitals and physicians directly to the Delaware Medicaid Office and are paid by the Delaware Medicaid Office directly to the hospital or physician. DDOC then receives a monthly report from the Delaware Medicaid Office of all claims it has paid on behalf of DDOC for hospitalized and admitted patients from the previous month.

DDOC utilizes the [Federal Medical Assistance Percentage \(FMAP\) for Medicaid and Multiplier](#) to calculate the State Match amount reimbursable to the Delaware Medicaid Office and processes payment to the Delaware Medicaid Office for the State Match amount, monthly. Once this process is complete, DDOC removes any paid claims outside of the Provider’s executed contract term(s) and submits the final report to the Provider for its review and confirmation of the hospital services provided. The Provider is then required to reimburse the DDOC for the State Match amount on the next billing cycle, as a credit, reducing the monthly base payment. If claims for dates of service within the contract period are received and paid by the Delaware Medicaid Office after termination of the contract whether naturally, for cause or for convenience, the Provider is still responsible for reimbursing the DDOC for payment of those claims. If there are no outstanding invoices to credit, the DDOC will require reimbursement via check.

E. Pharmaceutical Operations.

The Provider shall:

1. Comply with DDOC Policy [11-D-01 “Pharmaceutical Operations”](#)
2. Ensure that all staff are accounting for, documenting, and signing controlled substance books in compliance with federal and state regulations as well DDOC policies as it pertains to completing and maintaining accurate records.
3. Collaborate with the DDOC Pharmacy Contractor, facility security, and the behavioral healthcare provider on all matters pertaining to the ordering, renewal, delivery, medication administration, dispensing, tracking, reporting, quality assurance and other aspects involved in ensuring an efficient system that makes for the timely and uninterrupted provision of pharmaceuticals to patients.
4. Provide a pharmaceutical operation system (in collaboration with the DDOC pharmacy provider), which is sufficient to meet the needs of the patient population, and that operates in accordance with all local, state, federal laws, and regulations regarding the dispensing, procurement, distribution, storage, and disposal of pharmaceuticals.

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

5. Actively engage in the Pharmacy and Therapeutics (P&T) Committee including participating in meetings and making recommendations for improvement.
6. Be a core participant on the formulary (preferred drug) enforcement committee and work with BHSAMH and the pharmacy provider to maintain, update and enforce the formulary.
7. Abide by all state and federal regulations relative to the dispensing and administration of medication.

F. Medical Equipment and Supplies.

The Provider shall:

1. Provide, maintain, and replace, as needed, all the medical equipment and supplies necessary to carry out the terms of the contract. Provider shall bear the cost of all office supplies, patient use supplies, patient-specific durable medical equipment, medical equipment, and other equipment needed to provide comprehensive medical services. The DDOC shall be responsible for desks, office chairs, and computers. All equipment and supplies purchased for a facility under the contract shall become the property of the DDOC.
2. Equipment and supplies needed for patient care shall be procured for the patient in a timely fashion.
 - a. For example, durable medical equipment such as C-Pap's, walkers, cam boots, etc. should be acquired within three business days of determination of need.
 - b. Equipment that requires customization should be acquired as quickly as possible without undue delay. If this equipment delivery will be longer than 30 days, the BHSAMH Director of Community Health shall be notified immediately.
 - c. All durable medical equipment shall be reviewed and approved by security.
3. Inventory and perform a maintenance check as 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).

G. Diagnostic Services.

The Provider shall:

1. Provide on-site diagnostic services through providers that are registered, accredited, and meet all applicable state and federal laws.
2. Provide on-site radiology services to the extent possible. When it is not possible to provide these services on-site, patients will be referred off-site for radiology services.
3. Maintain all radiology equipment and certifications in accordance with all state and federal standards.
4. Use board-certified radiologists to review and report findings of all diagnostic studies in a timely manner.
5. Provide laboratory services which meet professional (e.g., CLIA, College of American Pathology), state, and federal requirements and standards.
6. 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 reviewed and acknowledged by a provider (MD/DO/NP/PA/DMD) and entered into the EHR in keeping with DDOC policy.
7. Ensure that a system is in place for the lab or radiology provider to notify the appropriate provider in a timely manner when the results of radiology services or laboratory testing indicate abnormal findings.

8. Establish a system that ensures that, in the event of a laboratory or radiology test with results outside the “normal” range, a provider notifies the patient, explains the results, and develops a plan of care in a timely manner. Timeliness will be as defined by the condition identified by the abnormal diagnostic test, the patient's overall health, and available treatment modalities.
9. Ensure the patient is notified of the results of diagnostic testing in a manner that is consistent with DDOC policies.

H. Vision Care Services.

The Provider shall:

1. Identify patients 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
2. Provide timely evaluation and treatment of patients who may have visual problems and/or may need vision care services.
3. Provide and cover the cost of eyeglasses and other visual aids.
4. Work closely with the DDOC ADA coordinator, 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 patients.

I. Oral Care.

The Provider shall provide oral care to each patient pursuant to BHSAMH Policy [E-06 Oral Care](#) and under the direction and supervision of appropriately licensed dental staff. To meet the demand for oral care in Level-IV facilities, the Provider shall provide oral care via mobile dental van(s).

J. Women’s Healthcare.

The Provider shall provide a full range of women’s healthcare services to DDOC natal female patients. Natal female patients shall have access to OB/GYN trained healthcare practitioners who are qualified to meet their needs. Care provided shall include, but not be limited to:

1. Prenatal care for pregnant women
2. Midwifery services for pregnant women
3. Coordination with the doula services provider
4. Postpartum care
5. Contraceptive and reproductive life plan counseling (see BHSAMH Policy B-06 Contraception and Pregnancy Termination)
6. The full range of currently available reversible contraception methods (including long-acting reversible contraception).
7. 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 \(USPSTF\)](#).
8. Screening for breast malignancies in accordance with nationally accepted guidelines including those set forth by ACOG, USPSTF, and others
9. Maintaining agreements with local agencies for the provision of learning sessions and care coordination services related but not limited to:
 - a. Screening for intimate partner violence
 - b. Care coordination and discharge planning services to connect patients to appropriate women’s healthcare services upon release

10. Counseling for pregnant patients. This shall be non-coercive and shall aim to guide each pregnant patient in making decisions regarding their pregnancy that are in line with their values, beliefs, and preferences.
 - a. Note that state and federal funds may not be used for induced abortions. However, the 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 will be borne by the patient or their family
11. Medication Assisted Therapy for pregnant and non-pregnant patients with opioid use disorder.

Provider and its sub-contractors shall not provide irreversible contraception (sterilization) to patients, with the exception that an outside healthcare facility may, at its 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 patients while they are in DDOC custody that has a primary aim in the sterilization of such patients.

K. Continuity of Care & Re-entry Services.

In collaboration with the Behavioral Healthcare Contractor, the Pharmacy Contractor, and BHSAMH, the Provider shall actively participate in comprehensive re-entry coordination aimed at successfully re-assimilating patients into the community. The purpose of this is to ensure continuity of healthcare and access to social services for released patients. The 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. These designated staff should work flexible schedules to allow for appropriate reentry and discharge services that occur outside of regular business hours. See BHSAMH Policy E-10 Discharge Planning and DDOC Policy 3.12 Reentry Planning Policy, Case Logic Model and Collaborative Case Management Model for more information on these services.

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

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

The Provider shall provide discharge nurses to assist with medical aspects of discharge and reentry in collaboration with the reentry and behavioral healthcare staff from the behavioral healthcare contract.

1. These staff shall have as part of their core/primary responsibilities - discharge planning and reentry efforts.
2. In collaboration with behavioral healthcare staff and reentry staff, the discharge nurse is the lead coordinator of the discharge process.

3. There shall be a minimum of one discharge nurse at each Level-V facility and one discharge nurse for the Level-IV facilities in New Castle County and one for Sussex County Level-IV facilities.

The Provider shall have at least two Opioid Use Disorder (OUD) Coordinators to oversee OUD transfers, discharges, and reentry efforts. One OUD coordinator shall be assigned to New Castle County and the other to Sussex County.

L. Medication Assisted Treatment (MAT).

The Provider shall provide clinical care for substance use disorders to affected patients. 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 (MAW) and MAT for opioid use disorder; coordination with community-based treatment facilities and opioid treatment programs to ensure seamless transition of patients from community treatment to treatment within DDOC facilities and vice versa. (This includes coordination with opioid treatment programs to ensure methadone continuation for those who received methadone in the community but are now incarcerated).

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

If the Provider does not have a local Opioid Treatment Program (OTP), it will be required to have a formal arrangement, approved by BHSAMH, with local OTP providers to ensure continuation of treatment for individuals coming into DDOC who were treated with MAT in the community. DDOC requires that the Provider can provide 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 Provider will enter a subcontract with a local opioid treatment program or programs that can provide methadone dosing to all DDOC facilities statewide on an on-call basis, including the weekend and holidays.

The Provider will ensure the DDOC MAT program is seamless on day one of the contract and beyond. This will require very close collaboration with the BHSAMH, Bureau of Prisons (BOP), Bureau of Community Corrections (BCC), each facility, the pharmaceutical contract provider, and the behavioral healthcare contract provider.

M. Onsite Hemodialysis.

The Provider shall be responsible for providing on site dialysis and a nephrologist to manage a 3-bed dialysis unit located within the James T. Vaughn Correctional Center (JTVCC) infirmary. JTVCC has three dialysis machines and provides treatments to male dialysis patients. The Provider will be responsible for the contract and cost of maintaining the dialysis machines and providing the consumable supplies for dialysis. Neither of the women's' Level-V or Level-IV facilities has a dialysis unit. The Provider will be responsible

for ensuring access to dialysis for patients in the women's facilities or Level-IV facilities who need dialysis. This may be accomplished either by providing a portable dialysis machine or subcontracting with community providers.

On-site nephrology services for patients requiring dialysis shall include:

1. Initial assessment of patients who require dialysis. This assessment shall be documented and uploaded into the DDOC EHR within 24 hours of the completion of the assessment.
2. Individualized care plan for each patient requiring dialysis. This individualized care plan shall be documented and uploaded into the DDOC EHR within 24 hours of the completion of the plan. This includes subsequent changes or updates to the care plan.
3. Monthly follow-up visits for each patient on dialysis by a nephrologist (which may be telemedicine).
4. Evaluation of patients who may be potential candidates for renal transplant.

Patients receiving dialysis cannot be left unattended at any time while being dialyzed. A nurse shall remain in the dialysis suite whenever a patient is being dialyzed.

There shall be a monthly care conference between the on-site care providers and the nephrologist for each dialysis patient. This care conference shall be documented in each patient's DDOC EHR.

All documentation for hemodialysis patients including the dialysis run sheets shall be uploaded to the patient's DDOC EHR within 24 hours of completion of the patient's dialysis treatment.

Manage patients on peritoneal dialysis - all supplies, documentation and nephrology visits that apply to hemodialysis patients are also applicable to peritoneal dialysis patients.

N. HIV and Hepatitis C surveillance and treatment.

In keeping with guidelines from the [Centers for Disease Control and Prevention](#) and the [United States Preventive Services Task Force \(USPSTF\)](#), the Provider shall ensure all patients are provided testing for Hepatitis C and HIV as part of their initial health assessment. Testing shall be provided using an "[opt-out approach](#)" in which the patient is informed that they will be tested for HIV and Hepatitis C along with other screening and diagnostic testing unless they opt-out/refuse.

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

Treatment with direct acting antivirals, must be in keeping with the guidelines of the [American Association for the Study of Liver Disease \(AASLD\)](#) and must be initiated within three months of diagnosis of Hepatitis C in all patients (both sentenced offenders and detentioners) who meet the following criteria:

1. Has evidence of advanced liver disease/ advanced fibrosis/cirrhosis as indicated by laboratory testing, physical exam findings and/or imaging studies
2. Is willing to be treated
3. There are no medical contraindications to treatment

4. Coordination of care must be completed for patients who may be released while receiving HCV treatment while in DDOC custody

Within 6-9 months of diagnosis of Hepatitis C in all patients who meet the following criteria:

1. At time of diagnosis, does not have any laboratory, physical exam or imaging studies concerning for advanced liver disease/advanced fibrosis or cirrhosis
2. 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)
3. patient is willing to be treated
4. There are no medical contraindications to treatment
5. Coordination of care must be completed for patients who may be released while receiving HCV treatment while in DDOC custody

Treatment of HCV may be done by primary care providers or by subspecialists (Infectious disease or gastroenterology). The following groups of patients, however, must be treated by either an infectious disease doctor or a hepatologist/gastroenterologist (Note that even for these patients, the timeframes listed above for when treatment must start shall be adhered to):

1. Patients with advanced liver disease (Liver disease stages F3-F4)
2. Patients who are co-infected with Hepatitis B
3. Patients who are co-infected with HIV (consult with ID not GI doctor)
4. Patients known to have failed prior treatment for Hepatitis

All patients whose laboratory testing shows evidence of HIV infection or who are known to be HIV infected must be managed as follows:

1. HIV patients on HIV medication in the community - restart HIV medication immediately upon incarceration and the patient must be seen by an infectious disease physician or a medical provider trained and certified in HIV management within one month of incarceration.
2. HIV patients not on medication - Must be evaluated for treatment by an infectious disease physician or a medical provider trained and certified in HIV management within one month of incarceration.

O. Patients with Special Needs and Americans with Disabilities Act (ADA).

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

1. Serve as the medical healthcare authority in determining whether a patient has a disability.
2. Provide information to and receive information from the ADA site coordinator for the purposes of evaluating ADA requests and documenting accommodations
3. Make determinations as to appropriate accommodations.
4. Coordinate with facility and education/program staff on the implementation of accommodations.
5. Adhere to the final decisions made by the ADA site coordinator with regards to ADA accommodations.
6. Train and require all staff to provide accommodations pursuant to the ADA.
7. Work with appropriate state agencies to coordinate continuity of care for patients with special needs or disabilities.

8. For patients requiring prostheses and other assistive devices including hearing aids, the Provider shall:
 - a. Ensure that a prosthetist or other appropriate specialist (e.g., audiologist) is available to provide assessments and facilitate the provision of equipment needed.
 - b. Establish a Subcontract with local prosthetic companies to provide prosthetic devices to patients as determined to be necessary through a collaboration between the Provider and the ADA site coordinator, or designee.
 - c. Request that the company representative make preliminary measurements and fittings on-site whenever possible.
 - d. To the extent possible, provide prosthetics and other assistive devices that improve a patient's level of functioning to that of a non-disabled patient. All prosthetics and other medical devices must meet all applicable quality standards.
 - e. Provide prosthetics and other assistive devices that conform to the security requirements of the DDOC.
 - f. Give precedence to the safety/security needs of the facility in cases where a patient's ADA accommodation conflicts with the safety/security needs of the facility. The Provider shall provide an alternative treatment plan to maximize the patient's level of functioning while also addressing DDOC's safety/security requirements.

P. Infirmiry Care and Medical Housing Unit Services.

The DDOC has four infirmaries located in Howard R. Young Correctional Institution (HRYCI), Sussex Correctional Institution (SCI), Baylor Women's Correctional Institution (BWCI), and JTVCC with a total complement of 91 infirmiry beds: HRYCI (30 beds); BWCI (7); JTVCC (44) and SCI (10 beds). The DDOC may, at its discretion, allot additional infirmiry beds at any time. The Provider shall work with the DDOC in this situation to increase staffing as needed.

The Provider shall:

1. Provide appropriate and sufficient staffing of the DDOC's four infirmaries and any supplemental medical-housing units.
2. Provide sufficient staffing in each infirmiry so that patients are always able to gain a healthcare professional's attention through direct visual or auditory signals.
3. Utilize the infirmiry units in a manner consistent with NCCHC standards, principles, and practice, and in response to specific requests from the DDOC.
4. Provide 24/7/365 direct, in-person nursing care of patients in the infirmiry. This care must be supervised by a Registered Nurse (RN) who is assigned to work in the infirmiry on all shifts. This supervising RN shall not have additional duties assigned during that shift.
5. Provide and document care in keeping with BHSAMH Policy [F-02 Infirmiry Level Care](#) and nationally accepted standards and guidelines for the patient's medical conditions.
6. Admit and discharge patients 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).
7. Have a bachelor's prepared nurse or a registered nurse with extensive administrative experience as the Director of Nursing at each facility.
8. Have on-call physician (MD/DO) coverage 24/7/365 available to each facility, with physicians reachable by phone at all times.
9. In conjunction with facility administration, maintain an infirmiry which is safe and clean for the provision of healthcare services. Provide to the BHSAMH Medical Treatment Services Director (or designee), a daily report of patients in the infirmiry and a summary of their condition.

Q. Care for the Terminally Ill.

The Provider shall:

1. Provide a hospice/palliative care program which includes a manual to direct the provision of care and services to those patients who need such services.
2. Support the Patient Companion Program by supervising selected offenders working as Patient Companions.
3. Respect patients' advance directives for healthcare, and surrogate decision making.
4. Provide comfort care in accordance with palliative care/hospice standards. This is to include medications, food for comfort, and family visits as allowed by DDOC security.
5. Provider shall review the NCCHC Position Statement on "[Medical Orders for Life-Sustaining Treatment in Correctional Settings](#)" and follow the recommendations outlined in the statement. Staff shall utilize the appropriate advance directive forms from the DMOST (Delaware Medical Orders for Scope of Treatment) [website](#).
6. Save completed forms to the EHR.

V. SAFETY

It is the responsibility of the Provider to work in collaboration with the facility administration and BHSAMH to continuously maintain facilities' healthcare 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.

A. Infection Control Program.

The Provider shall have an infection control program in place. This program shall comply with BHSAMH 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:

1. Procedures for screening patients for communicable diseases during the initial health assessment.
2. Outbreak control plans for communicable diseases.
3. Follow all state and federal laws pertaining to the reporting of infectious diseases.
4. Standards for universal precautions to minimize the risk of exposure to blood and bodily fluids.
5. Post-exposure prophylaxis for patients 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.
6. Medical isolation processes, including the use of negative pressure rooms and personal protective equipment (PPE).
7. Procedures for ectoparasite prevention and control.
8. 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.
9. Recruit and train staff and offenders as EVS (environmental services) workers.

10. 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).
11. Facility and statewide level infection preventionist staff shall be assigned solely to infection control activities with or without other quality assurance responsibilities.
12. Infection preventionist staff may not be assigned clinical duties beyond duties directly tied to prevention and control of infectious diseases (such as vaccination of offenders/staff; tuberculosis screening of offenders/staff; respirator fit testing of offenders/staff as appropriate based on the infection preventionist's education and training).
 - a. Such staff must have experience and training/certification specific to healthcare infection control and may be nurses or other relevant professions such as laboratory scientists or epidemiologists.
13. The Statewide Infection Preventionist must be a bachelors prepared (or higher) nurse with experience in healthcare infection control, who possesses (or obtains within six 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](#)).
14. The Infection Control Nurses (ICN's) at each facility will submit the previous month's infectious disease report by the 10th of the current month to the BHSAMH ICN. This report includes but is not limited to the following:
 - a. Meningitis
 - b. STD
 - c. Ectoparasites
 - d. Deployed Naloxone
 - e. TB
 - f. Influenza
 - g. MRSA
 - h. COVID
 - i. HIV/AIDS
 - j. Hep C
 - k. Hep B
 - l. Hep A

Coordination with the Department of Health and Social Services/Division of Public Health

The Provider shall comply with the following:

1. Delaware Division of Public Health (DPH) requires a variety of information pursuant to Delaware law. The Provider shall provide such information in accordance with DPH regulations and when directed by BHSAMH.
2. Provide required information 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, at the intervals, and within the timeframes outlined by the DPH on its reportable disease [website](#).
3. Work collaboratively with the Department of Health and Social Services (DHSS) Divisions (DPH and DSAMH) in implementing programs or training modules approved by the BHSAMH for delivery within the DDOC. DPH may provide guidance to the Provider and DDOC on a variety of issues including, but not limited to:
 - a. Infection control

- b. Detection, prevention, reporting, and contact tracing of Sexually Transmitted Infections (STIs), including HIV/AIDS
- c. Detection, prevention, reporting, and contact tracing of other communicable diseases (e.g., hepatitis A, B, C, tuberculosis, COVID-19)
- d. Dissemination of public health information and education to patients and staff
- e. Responding to public health threats
- f. Responding to disease outbreaks
- g. Substance use disorder- recognition and treatment, including education about administration of overdose reversal medications
- h. Provide continuity of care by collaborating with DPH for discharge planning for patients with certain infectious diseases. This includes but is not limited to discharge plans for patients with HIV/ AIDS, Hepatitis C, untreated STDs, or tuberculosis (active or latent).

B. Patient Safety.

The Provider shall:

- 1. Have a program in place to prevent and track adverse and near-miss clinical events and safety breaches in accordance with BHSAMH Policy [B-08 Patient Safety](#).
- 2. Address and remediate patient safety concerns in a timely manner.
- 3. Report adverse and near-miss clinical events to the DDOC BHSAMH Chief, or designee, and address the events through the CQI program in accordance with DDOC policy.
- 4. At a minimum, include an error reporting system that outlines how healthcare service staff can identify and report errors, whether errors occurred through omission or commission, and a process for calculating the number and type of adverse clinical events and near-miss events.
- 5. Implement a process for identifying and reporting every medication error, and for drafting, executing, and following up on associated corrective action plans.
 - a. Every medication error must be reported to the Director of Nursing (DON) and the Health Services Administrator (HSA).
 - b. A Medication Error Weekly Reporting Form will be sent to the DON, HSA, and to BHSAMH, even if there are no errors to report.
- 6. Address patient safety issues as part of the CQI program.
- 7. Provide offender workers with education on staying safe in the workplace, including ensuring and documenting that offender-workers are:
 - a. Appropriately trained in avoiding exposure to blood and body fluid protocols
 - b. Trained in the proper use and disposal of PPE
 - c. Fit-tested for particulate respirators (N95 masks - at a minimum)
 - d. Training logs and sign-in sheets as well as training content must be sent to the BHSAMH infection control nurse on a quarterly basis and/or when requested
- 8. Provide patients with age-appropriate vaccinations in line with recommendations by the [ACIP \(Advisory council on immunization practices\)](#)
- 9. Follow DDOC protocols relative to tuberculosis control. This includes but is not limited to performing tuberculosis screening on all new intakes and on an annual basis for all inmates. Such screening will be at the expense of the provider and may be done by skin testing or by blood testing (for those without a prior positive TB screen) or by screening questionnaire (for those with a prior positive TB screen).

C. Staff Safety.

In accordance with BHSAMH Policy [B-08 Staff Safety](#), the Provider shall be responsible for maintaining an employee health and safety program at each facility that caters to all

staff and contractors in that facility including DDOC staff, Provider staff, behavioral healthcare contractor staff, pharmacy staff, and includes but is not limited to:

1. Providing appropriately trained and qualified staff to administer work-specific vaccinations including, but not limited to influenza, COVID-19, tetanus, hepatitis A and hepatitis B.
2. The cost of the vaccine will be covered as follows:
 - a. DDOC staff - paid by DDOC
 - b. Provider/contractor staff - paid by Provider
3. In collaboration with facility administration, create policies and procedures to protect the safety and well-being of all staff who work in healthcare delivery areas of DDOC facilities including ensuring a work environment that is free from physical hazards and that is sanitary.
4. Facilitate annual tuberculosis screening of all DDOC staff and contractors.
 - a. The cost of the solution (PPD) will be covered by the DDOC.
 - b. Facilitate timely follow up and, when needed, referral to treatment of persons who screen positive for tuberculosis.
5. A protocol for responding to staff (DDOC, healthcare, volunteers, and contractors) emergencies and urgent medical needs in all DDOC facilities.
6. Provide education to patients, staff, and contractors on safety in the workplace and provide training logs, sign-in sheets, and content to the BHSAMH Bureau Chief (or designee) on a quarterly basis and/or when requested.
7. Ensure that adequate PPE in sufficient quantities is available to all staff (DDOC, Provider, volunteers, sub-contractors, and offender workers), who work in healthcare delivery areas.
8. Ensure that all staff, contractors, and offender workers who routinely work in healthcare delivery areas are:
 - a. Trained in avoiding exposure to blood and body fluid protocols
 - b. Trained in the proper use and disposal of PPE
 - c. Fit-tested for particulate respirators (N95 masks - at a minimum)
9. Training logs and sign-in sheets as well as training content must be sent to the BHSAMH Chief or designee on at least a quarterly basis, or more frequently when requested.
10. Specifically for Provider staff: Provide necessary post-exposure testing and prophylaxis following exposure to infectious agents. This may be done through a subcontract with an outside agency with the DDOC/BHSAMH approval but must comply with nationally accepted guidelines for post-exposure testing and post-exposure prophylaxis.

Provider's Responsibilities to offender workers.

The Provider shall:

1. In accordance with DDOC Policy [14.5 Medical Clearance, Sanitation, and Hygiene](#), perform pre-employment examinations for offender workers.
2. Conduct ongoing medical surveillance of offender workers in accordance with BHSAMH Policy [B-04 Medical Surveillance of patient Workers](#).
3. Obtain a medical history, complete a physical examination, and perform laboratory testing that may be necessary for medical clearance for employment.
4. Complete offender work-clearance paperwork within 10 business days of receiving the request.
5. Complete documentation for work clearances, which shall include, at a minimum:

- a. A statement that the patient's health record was reviewed.
- b. An indication that a review of all pertinent past medical history (e.g., communicable diseases, cardiac problems, pulmonary problems, allergies, and physical limitations) was conducted.
- c. Information indicating that the patient was evaluated for current signs and symptoms of illness.
- d. A focused physical examination and vital signs.
- e. Statements as to whether or not the individual has medical conditions that preclude work in the area of work for which the person is requesting clearance.
6. Provide and maintain documentation of training on the blood borne pathogen exposure control plan for offender workers who may be exposed to blood borne pathogens as part of their facility employment.
7. 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, including procedures for reporting exposures in compliance with BHSAMH [Policy B-02 Infectious Disease Prevention and Control](#).

D. Emergency Response Plan.

In accordance with NCCHC standard D-07 and BHSAMH Policy [D-07 Emergency Services and Response Plan](#), the Provider shall draft, maintain, and test, in conjunction with BOP and BCC, a written emergency response plan. The emergency response plan shall:

1. Provide immediate emergency medical response to patients experiencing a healthcare crisis.
2. Involve participation with security in critical incident drills and debriefs related to facility-based emergency situations.
3. Provide for twenty-four (24) hour on-call coverage by physicians.
4. Include written procedures for addressing emergencies in collaboration with DDOC security and for the emergent transfer of patients at each facility when indicated.
5. Provide for a coordinated emergency response with DDOC custody staff to include:
 - a. Man-down drills for patients & staff requiring immediate medical intervention.
 - b. Mass disaster drill involving multiple casualties that require triage by health and mental health staff.
 - i. A mass disaster drill shall be conducted so that each shift (0000-0800, 0800-1600, and 1600-2400) has participated at least once within a three-year period.
 - ii. A mass disaster drill should involve coordination and collaboration with facility healthcare staff including, but not limited to medical, mental health, substance use disorder treatment (including Medication Assisted Treatment - MAT), facility security staff, and community-based emergency services.
 - iii. At least one drill should occur during MAT dosing.
- c. Responses to incidents or allegations that pertain to PREA
- d. In collaboration with facility leadership, designate an emergency medical triage area inside each correctional facility.
- e. Procurement and maintenance of emergency medical equipment in a secure location determined by DDOC.
- f. Ensuring there is adequate and appropriate equipment onsite to allow for moving infirm, non-ambulatory, and critically ill patients during an evacuation or other emergency.
- g. Include certifying the Provider's facility level management staff in ICS-100 within six months of hire. This includes HSA, DON, Assistant Directors of Nursing and

Medical Directors. This may be completed online through the Federal Emergency Management Agency (FEMA) [training](#) or in-person training offered by the Delaware Emergency Management Agency ([DEMA](#)).

6. The Provider shall provide emergency medical care necessary to stabilize any DDOC employee, contracted staff, volunteer, or visitor who is injured or becomes ill while at a DDOC facility. Documentation of this care shall be retained in a paper record and not in the DDOC's medical record for patients. Any required follow-up care will be the responsibility of the individual who received care.

VI. ADMINISTRATIVE MEETINGS AND REPORTS

The Provider shall participate in a variety of meetings to ensure there is appropriate and effective collaboration between facility administration, BHSAMH, behavioral healthcare provider, and pharmacy provider. The Provider shall ensure that all required participants among their staff are invited to each meeting and actively participate. The Provider shall be responsible for compiling meeting records and notes for meetings it facilitates and disseminating those notes to all participants and BHSAMH.

Provider must participate in all administrative meetings as outlined in current and future NCCHC and ACA standards for jails and prisons. Details on some of the 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 outlined in BHSAMH 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 are deemed confidential. The list of meetings below is not all-inclusive.

Quarterly Meetings.

- A. Healthcare Advisory Committee: Each facility is required to conduct a quarterly Healthcare Advisory Committee (HAC) meeting in accordance with DDOC [Policy A-04 "Administrative Meetings and Reports"](#). The meeting shall be convened and facilitated by the Provider and DDOC. The format of the HAC meeting must be approved by BHSAMH.
- B. Continuous Quality Improvement Meeting (Statewide): The BHSAMH Chief or designee convenes and facilitates the state level Continuous Quality Improvement (CQI) meetings in accordance with BHSAMH Policy [A-06 Continuous Quality Improvement Program](#). The state-level CQI Committee meets at least once per quarter or more often as needed. The Provider shall attend the CQI Meeting as outlined in the policy. The DDOC reserves the right to request additional or different reporting information from the Provider throughout the term of the contract, on either an ad hoc or regular basis.
- C. Patient Safety Review Committee (Statewide): The BHSAMH Chief or designee convenes and facilitates the state level Patient Safety Review Committee meeting in accordance with BHSAMH Policy [B-08 Patient Safety](#). The state-level Patient Safety Review Committee meets at least once per quarter or more often as needed. The 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 the Provider throughout the term of the contract, on either an ad hoc or regular basis.
- D. Continuous Quality Improvement Meeting (Facility level): Each facility is required to have a facility level CQI Committee that shall meet at least once per quarter in accordance with BHSAMH Policy [A-06 Continuous Quality Improvement Program](#). The Contractor will convene and facilitate this meeting.
- E. Joint Provider Meeting: The DDOC will facilitate a Joint Provider Meeting with the Provider at least once per quarter, or more often as needed in accordance with DDOC Policy [A-04 Administrative Meetings and Reports](#). The Joint Provider Meeting is conducted to ensure

that effective collaboration exists among the various contracted providers. The Provider must attend these meetings as outlined in the policy. BHSAMH will lead this meeting.

- F. Pharmacy and Therapeutics Committee: The Pharmacy and Therapeutics (P&T) Committee meets at least quarterly and is facilitated by the Pharmacy Provider. The Provider Chief Medical Officer (CMO) and Chief Nursing Officer (CNO) must participate in this meeting.

Monthly Meetings.

- A. Medical Staff Meetings – Medical staff meetings provide an opportunity for medical healthcare staff to receive and present current information on all aspects of the facility's healthcare delivery system. Medical staff meetings shall occur at least once monthly for all facilities.
- B. iCHRT Review Group - The DDOC facilitates an iCHRT Review Group whose purpose is to review and discuss the EHR functionality and how to enhance or improve the operation of the EHR. The Provider will be required to participate in these meetings. As part of this review group, additional meetings may be required in the form of a sub-group, work group, etc.

Weekly Meetings.

- A. Special Needs Multi-Disciplinary Team (MDT) shall follow the procedures outlined in BHSAMH [Policy B-07 Communication on Patients' Health Needs](#).

VII. 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. The Provider and the DDOC shall review the results, and when deficiencies are identified, the Provider shall perform all remediation as requested by the DDOC within 30 days or within an agreed-upon time-period.

The Provider shall provide detailed personnel records (including hours worked, hourly rate of pay, and demographic information for each employee), attendance data, staff vacancy reports, and other relevant information (including financial data related to the contract) on a weekly basis. The Provider and the DDOC shall review the results, and when deficiencies are identified, the 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. The Provider shall produce all such reports utilizing data from the DDOC's EHR. All reports shall be provided in the format requested by the DDOC. The Provider shall supply DDOC with any requested reports within the time frame requested and at most within 30 days of the request (If no timeframe specified).

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

VIII. POLICIES, PROCEDURES AND FORMS

The DDOC's policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents shall be provided upon request.

The Provider shall adhere to all current and future DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents.

- A. The Provider may be asked to participate in policy development.
- B. All forms utilized by the Provider for the provision of healthcare services or data collection relative to healthcare services must be reviewed and approved by the DDOC before being put into use.
- C. The Provider shall use all forms provided, or created, by the DDOC.
- D. The Provider shall develop site-specific procedures for each BHSAMH policy. Site-specific policies shall provide sufficient detail as to how to perform the task.
- E. All site-specific procedures shall be submitted to BHSAMH.
- F. An updated site-specific procedure shall be submitted within 30 days of the release of an updated policy.
- G. All site-specific procedures shall be reviewed annually by the Provider and by the BHSAMH.

Participate in the process of developing, reviewing, editing, and finalizing new versions of policies and procedures relative to patient healthcare.

Review and discuss policies and procedures as a component of staff new-hire orientation and in-service training.

Ensure that all staff are oriented to all policies, procedures, and site specifics, as well as the documentation of the orientation.

Verify that site-specific procedures comply with all existing federal and state laws and regulations, NCCHC standards, ACA expected practices, DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents.

Cooperate with DDOC or any independent agency, organization, entity, or person chosen for the purposes of scheduled or unscheduled audits.

As part of the CQI process, monitor compliance with DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents, and resolve discrepancies in collaboration with the DDOC.

IX. CONTINUOUS QUALITY IMPROVEMENT PROGRAM

The Provider shall implement a site level CQI program at each site in accordance with DDOC Policy [A-06 Continuous Quality Improvement Program](#). 30 days or more prior to the start of service delivery under this contract, the 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.

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

- A. Intake Processing
- B. Acute Care (sick call for general population and segregated housing)
- C. Pharmaceutical Operations
- D. Medication Services
- E. Chronic Care Services
- F. Intra-system Transfers Services
- G. Scheduled Off-site Services (consults and procedures)

- H. Unscheduled On-site and Off-site Services (urgent/emergent care)
- I. Dental Services
- J. Ancillary Services (e.g., lab, x-ray, physical therapy)
- K. Dietary Services
- L. Infirmary Services
- M. Discharge Planning Services
- N. Medication Assisted Treatment

The site level CQI program shall occur quarterly at the minimum and will be overseen by a multi-disciplinary CQI Committee utilizing the format 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.

X. PROVIDER PERSONNEL AND TRAINING

A. Licensure and Credentialing.

The Provider shall have a system for credentialing and privileging staff that is approved by the Bureau Chief of BHSAMH. Each off-site service requiring licensure and certification in the State of Delaware used by any Contracted Provider shall have the licensure or certification on file and be in good standing without practice restrictions.

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

1. Verify that all personnel are duly licensed, certified, and registered in accordance with Delaware laws and regulatory requirements.
2. Within thirty (30) days of contract initiation, develop and deliver a plan for the ongoing education and clinical supervision of staff. This plan shall detail how contracted staff shall access ongoing education necessary to maintain licensure, credentials, and knowledge of current best practices. The plan shall be provided to the DDOC Director of Standards and Policy Compliance and the BHSAMH Medical Director. Quarterly reports on progress toward maintaining licensure and credentials shall be provided to DDOC by the Provider.
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 being allowed to work in a facility.
4. Ensure its employees complete required paperwork for renewal of background clearances when requested in a timely manner.
5. Provide personnel information as requested to the BHSAMH Bureau Chief or designee.
6. Report any internal disciplinary infractions (including termination decisions) and resulting actions to BHSAMH and Security.
7. Ensure that all reports/complaints against professional staff filed with the Division of Professional Regulation shall also be immediately reported to the BHSAMH Bureau Chief or designee.
8. Maintain documentation in a readily available location of current licensure and credentials for all healthcare staff employed under this contract.

9. Require that once hired, medical healthcare staff are responsible for bringing to the attention of the responsible medical health authority any changes to their credentials.
10. Require that the credential verification process includes inquiry regarding sanctions or disciplinary actions of state boards, employers, and the National Practitioner Data Bank (NPDB).
11. Require that medical healthcare staff do not perform tasks beyond those permitted by their credentials, licensure, and training.

B. Clinical Performance Enhancement/ Peer Review.

In accordance with DDOC Policy [C-02 Clinical Performance Enhancement](#), the Provider shall require and conduct a formal annual peer-review of clinical performance of the facility's licensed staff including but not limited to nurses, physicians, mid-level providers, and dentists. In the event of an unsatisfactory review or termination, the BHSAMH Bureau Chief or designee shall be informed and when applicable, shall receive a copy of the employee's corrective action plan.

C. Professional Development, Staff Training, and Retention Program.

The Provider is responsible to recruit, develop, and retain qualified staff at all levels. All medical healthcare professionals will participate in annual continuing education appropriate for their positions and sufficient to maintain their relevant Delaware professional licensure in accordance with BHSAMH Policy [C-03 Professional Development](#).

The Provider shall:

1. Within 30 days of contract initiation, develop and execute a plan for the ongoing training, recruitment, and retention for its staff. Ensure staffing recruitment efforts are commensurate (pay and benefits) and equally competitive with local healthcare facilities to maximize staffing. The plan shall be sent to the BHSAMH Bureau Chief, or designee.
2. Ensure that as part of orientation, all new staff (including temporary, agency, contractor, and permanent staff) participate in new employee orientation (NEO) 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, and guidance documents relevant to the provision of healthcare services.
3. Require that new employees complete a basic orientation period prior to their first day of onsite service. The requirements for basic orientation are outlined in DDOC [C-09 Orientation for Healthcare Staff](#).
4. Require that new employees complete an in-depth orientation within 90 days of employment under the supervision of an experienced employee in the same profession. The requirements for in-depth orientation are outlined in DDOC [C-09 Orientation for Healthcare Staff](#).
5. Participate in emergency response training, which shall include training on the procedures outlined in BHSAMH [Policy D-07 Emergency Services and Response Plan](#)
6. This training shall be conducted in coordination with the DDOC Steven R Floyd Jr. Training Academy Administrator, BHSAMH Bureau Chief (or designee), and the DDOC BOP Bureau Chief (or designee) and initiated within three months of contract initiation and completed within six months of contract initiation. The BHSAMH Bureau Chief (or designee) and the DDOC BOP Bureau Chief shall approve the training prior to implementation.

7. Provide EHR training to Provider personnel.
8. Provide close supervision of new staff: Specifically, new staff must not be on a shift alone (i.e., without another person in the same job category), during the first two weeks of the 90 day orientation period.
9. Provide access to continuing education classes and training to all staff who require continuing education for maintenance of their professional licenses. Continuing education and training topics shall align with the provision of healthcare in correctional settings. Develop an employee grievance and resolution process that provides the Provider's staff with a confidential means to address work-related issues and to report these to DDOC as needed.
10. Provide, at minimum, on a monthly basis, to the BHSAMH Bureau Chief or designee a detailed outline of Provider's efforts relative to staff recruitment and retention.

D. Physical Health and Mental Health Training for Correctional Officer.

The Provider shall provide special training to medical and security staff in accordance with the requirements set forth in BHSAMH Policy [C-04 Health Training for Correctional Officers](#) and [D-07 Emergency Services and Response Plan](#). This training shall be the responsibility of the Provider but may be provided in conjunction with BHSAMH staff, Behavioral Healthcare, and Pharmacy contractors.

The training will include the recognition of critical medical symptoms (such as withdrawal/overdose from drugs and/or alcohol, shortness of breath, bleeding, etc.) and the appropriate steps for obtaining medical/mental health services for patients on an urgent/emergent basis.

The Provider shall develop a quarterly training calendar in coordination with the Steven R Floyd Jr. Training Academy and local facilities. The training calendar will be submitted to local facility management at least one month prior to the beginning of the quarter.

E. Medication Administration Training.

The Provider shall ensure that all personnel who administer prescription medication will be appropriately trained in accordance with BHSAMH Policy [C-05 Medication Administration Training](#).

F. Nursing Assessment Protocols.

The Provider shall:

1. Maintain and utilize written nursing protocols specifying the steps in the assessment and treatment of patients 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 substance (such as synthetic cannabinoid, stimulants, hypnotics, etc.) intoxication, overdose, and withdrawal symptoms as well as the misuse of over-the-counter medications.
2. Review and verify that nursing assessment protocols comply with nationally acceptable standards of nursing care, applicable state statutes, scope of practice requirements, and standards of care.
3. Appropriately train, document, and supervise nurses to effectively utilize the nursing protocols.
4. Maintain clearly defined processes for evaluating and stabilizing patients 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.

5. Ensure that nursing protocols are reviewed and updated and signed off on at least annually by the Provider's responsible physician/CMO and CNO.

G. Staffing Levels and Categories.

For this Agreement, staffing levels shall be based upon the average daily population of (Level-IV and Level-V) of 5000 patients.

Statewide Staffing

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

1. Contract Administrator/Program Manager (CA/PM)
2. Chief Medical Officer (CMO) (must be board certified in internal medicine or family medicine)
3. Statewide Health Services Administrator (HSA)
4. Statewide Director of Nursing (DON)
5. Statewide Opioid Treatment Program (OTP)Coordinator
6. Statewide Infection Preventionist
7. Statewide Dental Director
8. Statewide Dietician
9. Statewide Telehealth Coordinator
10. Statewide Quality Assurance Manager
11. Statewide Training Coordinator/Educator
12. Electronic Health Record (EHR) Master Trainer

Facility Staffing

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

Health Service Administrator (HSA) - Each Level-V facility shall have an assigned HSA who will be responsible for arranging all levels of healthcare and ensuring quality and accessible healthcare services for offenders at the HSA's assigned facility. The HSA is a person who by education, experience, or certification is capable of assuming responsibility for arranging all levels of healthcare. The HSA must be a licensed RN with five years clinical experience as an RN (or higher) and at least two years' experience in a leadership role (director of nursing, charge nurse, etc.) Preference is for the HSA to have a bachelor's degree in nursing, hospital administration, or related field. It is an expectation that the HSA will be able to articulate all the roles and workflows within the HSA's facility regarding healthcare delivery.

Director of Nursing (DON) - Each Level-IV facility shall have an assigned DON who will be responsible for arranging all levels of healthcare and ensuring quality and accessible healthcare services for offenders at the DON's assigned facility. The DON must be a licensed RN with five years' experience as an RN (or higher) and at least two years' experience in a leadership role (director of nursing, charge nurse, etc.). It is an expectation that the DON will be able to articulate all the roles and workflows within the DON's facility regarding healthcare delivery.

Each Level-V facility shall have an assigned DON as part of the facility healthcare leadership team.

The HSA and DON at each Level-IV and Level-V facility shall work to establish a collaborative relationship with the mental health director and SUD director at their respective facility.

Physician on site - The Provider shall ensure that a physician (MD or DO) is physically on site at each Level-V facility at least five days per week. Additionally, a physician must be physically on site at each Level-IV facility at least one day per week.

The 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. A mid-level provider may be used for on-call purposes but a must have physician available for consultation when needed 24/7/365. All nurses and providers must be licensed to practice in the State of Delaware.

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

The prospective Provider's response shall include a description of its approach to filling vacancies during a national staffing shortage.

To temporarily fill a vacancy, a position must be filled by a person who is equally or more qualified in the same field. That person shall not be cross covering another position to the point that their contribution in both positions adds up to more than one (1) FTE. In positions requiring licensure, the replacement candidate's license must be of an equal or higher level and must fall under an equal or higher liquidated damages hourly rate.

The Provider shall:

1. Provide a sufficient number of medical, dental, nursing, ancillary, and other professional staff of varying types to deliver a comprehensive healthcare services program that provides timely evaluation and treatment, including but not limited to routine, urgent, emergent, chronic, specialty, and follow-up care. Ensure that a personnel file will be established for each of its employees.
2. Ensure that each employee's file contains current licensure and/or certification documentation.
3. 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 reviews, 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 occasions, for any position, this shall not occur for more than 30 consecutive days.
4. Ensure that critical facility leadership positions such as HSA and/or DON are not left vacant for more than 45 days to ensure facility operations are not adversely affected.

5. Provider shall include resumes for all candidates proposed for Statewide Office positions to ensure all qualifications and experience is met. This shall also be applicable for HSA positions and future candidates to fill vacant positions.

H. **Select Staff Job Descriptions and Requirements.**

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

Requirements:

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

The CA/PM shall be responsible for both the medical and behavioral health Agreements.

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

Requirements:

1. A current unrestricted license to practice medicine in the State of Delaware.

2. Current board certification by the American Board of Medical Specialties in Family Medicine or Internal Medicine and knowledgeable in all areas of general adult medicine.
3. Valid unrestricted DEA License and Delaware Controlled Substance Registration (CSR) license.
4. Valid Basic Life Support (BLS) Certification.
5. A master's degree in Business Administration (MBA), Public Health (MPH), Healthcare Administration (MHCA) or similar is preferred.
6. Experience in (or willingness to learn) MAT for substance use disorder and to lead Provider's efforts relative to MAT.
7. Demonstrated experience as a physician leader/health system executive for a minimum of two years (for holders of MBA/MPH/MHCA or similar); minimum of five years for those who do not possess any of these degrees.
8. Knowledge of managed healthcare systems, medical quality assurance, quality improvement and risk management is required
9. Experience in launching and managing innovative medical programs including developing, conducting, and evaluating program audits.
10. Experience working with information technology staff to implement and manage sophisticated practice management and/or EHR software packages is required.
11. Demonstrated leadership ability, team management, and interpersonal skills.
12. Proficient Use of Internet, Microsoft Word, Excel, and Outlook.

Statewide Health Service Administrator (HSA) - The role of the HSA is to oversee day-to-day operations and care delivery within the correctional facilities, ensuring operations run as planned. This includes organizing, directing, and coordinating medical and behavioral healthcare services in compliance with correctional standards (NCCHC and ACA)/regulations and policies set by DDOC. A Statewide HSA is required to have extensive knowledge of the nursing procedures and policies. The Statewide HSA should promote active participation and collaboration of staff at all levels to aid in the development of system-wide best practices and promote the development of new knowledge and innovation on how to improve the quality of care in the facilities. The Statewide HSA needs to demonstrate the ability to conduct crucial conversations and hold others accountable when standards are not met. The Statewide HSA must be able to collaborate with DDOC, the Behavioral Healthcare provider, and other stakeholders to acquire adequate infrastructure and resources needed to provide safe high quality medical healthcare delivery.

Requirements:

1. Must be a licensed RN with five years clinical experience as an RN (or higher)
2. At least two years' experience in a leadership role (director of nursing, charge nurse, etc.)
3. Preference is for a bachelor's degree in nursing, hospital administration, or related field.

Statewide Chief Nursing Officer (CNO)/Director of Nursing (DON) - The Statewide CNO/DON shall be an individual who demonstrates a proactive mindset and the highest level of competency in all aspects of nursing. A Statewide CNO/DON is expected to exhibit the ability to respond swiftly, rationally, and decisively to emergencies or other complex situations that might arise within a correctional facility.

This position is required to have extensive knowledge of nursing procedures and facility policies. Ensuring that work standards, legal procedures, and ethical practice regarding nursing practices are always adhered to. A highly developed sense of compassion and dependability are also fundamental to competently filling the role of Statewide CNO/DON. A Statewide CNO/DON needs to demonstrate the ability to conduct crucial conversations and hold others accountable when standards are not met. The Statewide CNODON must be able to collaborate with DDOC and other stakeholders to acquire adequate infrastructure and resources needed to provide safe, high quality healthcare delivery.

Requirements:

1. Current DE Registered Nurse license or compact nursing license
2. Minimum of five years in a nursing leadership position
3. Minimum of five years of clinical/healthcare experience, (Correctional experience preferred but not required)
4. Bachelor's degree in nursing required (master's degree or higher preferred)
5. Experience with budgeting, position control, and resource allocation preferred

Statewide Opioid Treatment Program (OTP) Coordinator - The Statewide OTP Coordinator should be a detail and process-oriented individual who demonstrates a desire to develop and implement strategies involving the OTP process successfully.

Requirements:

1. Valid, current Certified Alcohol and Drug Counselor (CADC) or licensed registered nurse (RN) OR licensed mental health clinician
2. Master's or bachelor's degree in a behavioral health related field, community health, or nursing
3. At least two years of supervisory experience in a drug or alcohol treatment program (OTP or OBOT experience preferred): OTP- Opioid treatment program. OBOT- Office based outpatient treatment
4. Knowledge and experience with Joint Commission, SAMHSA, DEA, state mental health/substance use agencies and other applicable requirements and policies for a drug treatment programs
5. Knowledge of opioid addiction treatment medication including methadone, buprenorphine (Suboxone), Vivitrol, and other opiate treatment medications

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

Requirements:

1. Current DE nursing license or compact nursing license.
2. Minimum five years of clinical/healthcare experience, with minimum two years of Infection Control experience.

3. Minimum of bachelor's degree (BSN; RN/MSN).
4. Certification in Infection Control (CIC) should be achieved within six months in the position for continued employment.
5. Previous experience in teaching, curriculum development, and instruction is desired.

As an alternative to a nurse, a person with training and background relevant to infection control such as an epidemiologist or microbiologist may be hired to the position of statewide IP. When this is the case, there must be demonstrated experience relative to infection control in healthcare facilities as well as certification in infection control at the time of hire.

An incumbent in this position shall not be used to fill vacancies in facilities and can only be utilized to provide training and support quality assurance activities for no more than 30 days.

Lead Dentist/Dental Director - One of the dentists assigned to one of the facilities shall be designated as the lead dentist/dental director. This person will be responsible for overseeing all dental activity and collaborating with leadership to optimize dental performance, ensuring accurate documentation, facilitating EHR utilization and training, streamlining patient care, reporting metrics and trends, and leading quality improvement projects. The Dental Director will establish a robust dental program providing hands-on patient care, and develop, maintain, and implement policies and procedures to guide providers and staff to deliver consistent standards of care and ensure clinical practices are of the highest quality.

Requirements:

1. Possess a Doctor of Medicine in Dentistry (DDMD) or Doctor of Dental Surgery (DDS) degree from a university-based dental education program accredited by the American Dental Association Commission on Dental Accreditation (ADA CODA).
2. Possession of a current State of Delaware license to practice dentistry.
3. A minimum of three years' experience managing and leading a dental practice/program.

Statewide Dietician - The Statewide Dietician is responsible for creating nutrition plans that strive to improve the health and physical conditions of patients. The Dietician is responsible for working with the DDOC's Food Service Director to review the menu at least annually to ensure the diet is nutritionally adequate. The Dietician will also be responsible for patient education for patients requiring special medical diets (e.g., gluten free, diabetic, hypertension, cardiac, etc.)

Requirements:

1. Licensed as a Dietician/Nutritionist in the State of Delaware
2. Be a registered Dietician Nutritionist
3. Possession of a bachelor's degree in Dietetics or Food and Nutrition Science with a concentration in Dietetics
4. At least two years' experience as a Dietician/Nutritionist

Statewide Telehealth Coordinator – There shall be a designated statewide telehealth coordinator responsible for coordinating all aspects of medical related telehealth services.

The staff person assigned to this role shall have sufficient education and experience demonstrating their ability to coordinate telehealth services.

Requirements:

1. At a minimum, this staff person shall have an associate degree.
2. Experience working with information technology staff to implement and manage sophisticated practice management and/or EHR software packages is required.
3. Demonstrated leadership ability, team management, and interpersonal skills.
4. Must be proficient in use of the internet, Microsoft Word, Excel, Publisher, Outlook, and other multimedia presentation platforms (e.g., Zoom, Webex, Microsoft Teams, etc.)

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

Requirements:

1. Possess a bachelor's degree or higher in Health Sciences, Social Science, Program Management, Public Administration, or related field.
2. Five years' 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 ensuring compliance with applicable laws, policies, procedures, and standards.
3. Five years' experience in ensuring compliance with regulatory and accreditation standards for healthcare delivery. Experience in developing policies or procedures.
4. At least 2 years leadership experience overseeing/coordinating the work of a multidisciplinary team
5. Must be certified 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](#)) or possess Six Sigma certification. If not in place at time of hire, must be obtained within six months.
6. 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.

Statewide Trainer/Educator (TE) - The statewide TE is responsible for coordinating and conducting training as required by the DDOC Annual Training Plan. The statewide TE will collaborate with the BHSAMH TE. This training will be conducted in person, on site, and in limited situations, remotely. Must maintain all required records of training in an electronic format and supply copies of those records to BHSAMH upon request.

Requirements:

1. Must be a Registered Nurse (RN) or higher
2. Must hold a bachelor's degree

3. Must have at least 2 years' experience in conducting/coordinating a training program
4. Preference for someone with at least two years of clinical experience
5. Preference for someone with experience with mentoring, guiding, and training in a classroom setting.
6. Demonstrated leadership ability, team management, effective communication skills, and interpersonal skills.
7. Must be proficient in use of the internet, Microsoft Word, Excel, Publisher, Outlook, and other multimedia presentation platforms (e.g., Zoom, Webex, Microsoft Teams, etc.)

Electronic Health Record Master Trainer (EHRMT) - The EHRMT works to develop and deliver training related to the implementation and support for the DDOC's EHR. The EHR Master Trainer must possess and demonstrate an in-depth knowledge of and skill in areas of healthcare applications, technology, and/or education as evidenced by experience in providing classroom and/or on-site training in health information systems.

Requirements:

1. Associates degree required (bachelor's degree preferred)
2. Work experience in healthcare, teaching, informatics, or a related field; or an equivalent combination of education and experience in adult education, training, healthcare, and/or EHR preferred.
3. At least two years' experience working with EHRs
4. Preference for someone with healthcare experience
5. Preference for someone with experience with mentoring, guiding, and training in a classroom setting.
6. Demonstrated leadership ability, team management, effective communication skills, and interpersonal skills.
7. Must be proficient in use of the internet, Microsoft Word, Excel, Publisher, Outlook, and other multimedia presentation platforms (e.g., Zoom, Webex, Microsoft Teams, etc.)

XI. POSITION CONTROL

Maintaining acceptable staffing levels is a critical element of providing effective healthcare services. The Provider shall assign a unique identifier number for each contracted position. Each week, the Provider shall submit a weekly position control report in an excel spreadsheet template provided by the DDOC to the Director of Policy and Standards Compliance that summarizes the previous week. This weekly report shall include the following:

- A. Unique position identification number
- B. Employee Name
- C. Employee Title
- D. Education Level
- E. Licenses/Certifications held
- F. Facility assigned
- G. Hours worked
- H. Hourly rate for that employee
- I. Employees start date
- J. Date position became vacant if position is vacant
- K. Number of days vacant

XII. CHANGES TO THE POSITION CONTROL REPORT

If at any time the Provider needs to make a permanent change to the approved staffing plan, it must do so through a contract amendment itemizing each staffing change. This includes moving positions between facilities, combining positions into a single position, or splitting a position into multiple positions. The amendment must reference each unique position identifier and what is happening with that position. To create a new position using existing staffing positions the amendment must show what positions (and unique identifier) is being combined, and so on.

DDOC will not pay staffing costs for positions that are vacant more than 30 days. DDOC will actively monitor Provider staffing levels on an ongoing basis. The Provider’s monthly invoice shall summarize the number of total filled FTEs in each category for each week of the month and include a time and attendance report to support the FTEs invoiced for the billing month. Vacant FTE’s shall be subtracted on the Provider’s monthly invoice each month based upon the staff billing rate chart shown below. The BHSAMH reserves the right to conduct random quality assurance audits of time sheets against facility schedules.

PROVIDER’S STAFF BILLING RATE

| Healthcare Staff Positions | Hourly Bill Rate (Includes Fringe) |
|---|---|
| Contract Administrator/Program Manager | \$125.00 |
| Chief Medical Officer | \$214.00 |
| Statewide Health Services Administrator | \$100.00 |
| Statewide Director of Nursing | \$98.00 |
| Statewide Infection Preventionist | \$78.00 |
| Statewide Dental Director (Dentist for JTVCC) | \$136.00 |
| Statewide Dietician | \$62.00 |
| Statewide Telehealth Coordinator | \$37.00 |
| Statewide Quality Assurance Manager | \$65.00 |
| Statewide Training Coordinator/Educator | \$65.00 |
| Electronic Health Record (EHR) Master Trainer | \$41.00 |
| OUO Coordinator Kent/Sussex County | \$65.00 |
| OUO Coordinator New Castle County | \$65.00 |
| Statewide Director of Utilization Management | \$65.00 |
| Utilization Management RN | \$65.00 |
| Statewide HR/Recruiter | \$53.00 |
| Administrative Assistant | \$36.00 |
| Health Services Administrator | \$71.00 |
| Medical Director | \$183.00 |
| Director of Nursing/Nurse Manager | \$67.00 |
| Infection Control Coordinator | \$65.00 |
| Consult Coordinator | \$47.00 |
| Telehealth Coordinator | \$49.00 |
| MAT Coordinator | \$66.00 |
| Trainer/Educator | \$53.00 |
| Grievance Nurse (Level 1) | \$51.00 |
| CQI Nurse | \$65.00 |
| Administrative Assistant | \$28.00 |
| Staff Physician | \$180.00 |

| Healthcare Staff Positions | Hourly Bill Rate (Includes Fringe) |
|--------------------------------------|---|
| Physician Assistant | \$84.00 |
| Nurse Practitioner | \$84.00 |
| OB/GYN | \$164.00 |
| Certified Nurse Midwife | \$86.00 |
| Physical Therapist | \$81.00 |
| Certified Physical Therapy Assistant | \$28.00 |
| Charge Nurse | \$66.00 |
| RN | \$61.00 |
| LPN | \$46.00 |
| Chronic Care Nurse | \$51.00 |
| Sick Call Nurse | \$52.00 |
| Intake Nurse | \$52.00 |
| Discharge Nurse | \$44.00 |
| Health Coach/Case Manager | \$37.00 |
| Medical Assistant/Phlebotomist | \$25.00 |
| C.N.A. | \$24.00 |
| Pharmaceutical Technician | \$37.00 |
| Medical Records Clerk | \$24.00 |
| Optometry Assistant | \$26.00 |
| Dentist | \$136.00 |
| Dentist (Oral Surgeon) | \$257.00 |
| Dental Hygienist | \$50.00 |
| Dental Assistant | \$27.00 |
| Mobile Dental Van Driver/Operator | \$24.00 |

XIII. MEDICAL RECORDS

A. Electronic Health Record (EHR).

The DDOC currently uses an EHR system called iCHRT. The Provider shall adhere to BHSAMH [Policy A-08 Health Record](#) relative to the EHR. The EHR is the official health record for a patient. The Provider shall:

1. Utilize the DDOC EHR to its full capacity.
2. Maintain up to date medical records within the EHR.
3. Submit help desk tickets in a timely manner for all issues with the EHR.
4. Provide all services related to the EHR in a manner that minimizes disruptions to facility operations.
5. Recognize that health records are, and will remain, the property of the DDOC.
6. Conform to all state rules regarding DDOC ownership of patient's health records.
7. Upon request, provide the state with full and unrestricted access to copies of health records.
8. Provide a Training Educator at each facility who will ensure that the Provider's EHR users are adequately trained in the use of the EHR.
9. Ensure that Provider's staff have valid user IDs within the EHR. Provider must inform DDOC of new users within three days of start (usually as part of the NEO process) as well as user accounts to be deactivated (must notify the DDOC within three business days of employee's last day of work).

10. Adhere to DDOC's and the Delaware Department of Technology and Information (DTI) [Acceptable Use Policy](#) and may be required to execute [Delaware's Data Usage Terms and Conditions Agreement](#).
11. Maintain sufficient numbers of medical records staff to allow for timely and efficient medical record management and retrieval.
12. Work in close collaboration with the Behavioral Healthcare Provider to ensure completeness of patient records upon request from BHSAMH, patients, attorneys, and other stakeholders and upon release of the patient.
13. All subcontracted employees must document in the EHR where appropriate.

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

In compliance with DDOC [Policy A-08 Health Record](#) the Provider shall:

1. Maintain the privacy and security of all current and former patients' Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA). The Provider may be required to enter a Business Associate Agreement with DDOC to comply with the requirements of HIPAA.
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 patients.
3. Retain the health records of discharged patients in accordance with federal and state law, and in accordance with applicable state retention policies.
4. Incorporate external health records into the EHR. This includes information obtained from the Delaware Healthcare Information Network (DHIN), records from healthcare providers outside of DDOC, DELVAX, and results/reports from diagnostic and therapeutic studies conducted during patients' incarceration.
5. Promptly make all records available to DDOC's legal/defense staff and the Delaware Attorney General's Office as needed and as requested.
6. Promptly make all records available to a patient's legal, fiduciary, or other representative in accordance with a properly completed, and signed, [Release of Information \(ROI\) Form](#).
7. Respond to DDOC's request for medical information within the timeframes specified in such requests.

C. Access to Custody and Information.

The Provider may request access to the Delaware Automated Correction System (DACS) information regarding the patient's custody information if it is determined that such information is relevant to the patient's course of treatment and/or programming within the DDOC.

XIV. ORIENTATION AND TRAINING

All newly hired Provider staff and contractors (FT, PT, PRN, agency, temporary, etc.) must attend NEO. They must also receive a security briefing from a member of the facility security staff (designated by the warden or designee) at their assigned facility. Attending DDOC NEO should occur prior to the first day on the job at a facility. The security briefing should occur on the first day working at the facility.

- A. All healthcare staff working in a DDOC facility must complete all DDOC mandated training in accordance with the DDOC's Annual Training Plan in accordance with DDOC [Policy C-03 Professional Development](#).

- B. The Provider shall coordinate with the DDOC to provide and cover the cost of healthcare training conducted by a qualified health professional (QHP) for all DDOC employees attending initial training at the Stephen R Floyd Jr. Training Academy (Correctional Employee Initial Training (CEIT), Basic Officer Training Course (BOTC), and Non-Security Basic Training).
- C. The Provider shall perform other in-house training as required by the DDOC. The Provider shall develop and utilize an orientation checklist for all employee categories. This checklist shall contain all required items an employee must complete for basic orientation and in-depth orientation. A copy of this checklist shall be maintained in each employee's file and must be shared with BHSAMH upon request.

XV. LIQUIDATED DAMAGES

The Provider may be assessed liquidated damages as described below.

A. Liquidated Damages - Operations Audits.

The BHSAMH Quality Assurance Matrix is a tool used to measure compliance with the Agreement. The list of evaluation tools and monitoring calendar may be adjusted as needed and approved. The overall standard is a threshold of 85% compliance in the first year of the contract and 90% in subsequent years. The Provider may be assessed liquidated damages as described below if it fails to meet the compliance threshold.

- 1. BHSAMH Monitoring and Evaluation Audits with overall scores at threshold or greater in each category - no liquidated damages will be assessed
- 2. BHSAMH Monitoring and Evaluation Audits with overall scores at threshold or greater but with certain areas with less than threshold scores
 - a. No liquidated damages will be assessed.
 - b. Corrective action plans will be required for the areas coming in under the threshold.
- 3. BHSAMH Monitoring and Evaluation Audits with overall scores less than threshold show a failure in compliance with DDOC policies and directives. A liquidated damages phase is assessed as follows:
 - a. Initial audit scores less than DDOC established threshold. Corrective action plans are created by DDOC and implemented by the Provider – \$0.00 penalty assessed.
 - b. Re-audit to be conducted the following quarter (approximately 90 days from the initial audit). If the re-audit still has an overall score below the threshold, corrective action plans are reviewed/revised as needed - \$25,000 penalty is assessed for each audit below compliance.
 - c. Subsequent re-audit conducted the following month (approximately 30 days from the re-audit). If the re-audit still has an overall score below threshold, corrective action plans are reviewed/revised as needed - \$50,000 penalty is assessed for each audit below compliance.
 - d. Subsequent re-audit conducted the following month (approximately 30 days from the most recent re-audit). If the audit has an overall score of less than threshold, corrective action plans are reviewed/revised as needed - \$75,000 penalty assessed for each audit below compliance.
 - e. Repeat audits will continue each month until compliance is met. If the subsequent re-audit score is below the threshold - \$100,000 penalty will be assessed for each audit below compliance until a satisfactory score at or above is obtained for that audit.

At any time during the audit process, if the overall score is at threshold or greater, no penalty will apply for the audit period.

Although the Operations Audit above is used to measure the Providers compliance with the Agreement, DDOC reserves the right to apply liquidated damages in those instances when the Providers' manner of operation poses an immediate or significant threat to patient safety contrary to the terms of this Agreement and/or generally accepted standard of medical care. This includes acts of negligence that impact (or pose a risk for) patient safety. Liquidated damages will be assessed using the same phased timeline and penalty amounts listed above.

B. Liquidated Damages - Staffing levels.

Effective January 1, 2024, in addition to the money withheld as a result of vacant positions, if at any time, staffing levels fall below specific thresholds for a given month, liquidated damages shall be assessed as follows:

1. Providers (i.e., physicians, physician assistants, nurse practitioners)
 - a. 95%-100% - no liquidated damages assessed
 - b. 85%-95% - \$5,000.00 deducted from monthly invoice
 - c. 75% - 85% - \$10,000 deducted from monthly invoice
 - d. 50% - 75% - \$25,000 deducted from monthly invoice
 - e. Below 50% - \$50,000 deducted from monthly invoice
2. Registered Nurses
 - a. 95%-100% - no liquidated damages assessed
 - b. 85%-95% - \$5,000.00 deducted from monthly invoice
 - c. 75% - 85% - \$10,000 deducted from monthly invoice
 - d. 50% - 75% - \$25,000 deducted from monthly invoice
 - e. Below 50% - \$50,000 deducted from monthly invoice
3. Licensed Practical Nurses
 - a. 95%-100% - no liquidated damages assessed
 - b. 85%-95% - \$5,000.00 deducted from monthly invoice
 - c. 75% - 85% - \$10,000 deducted from monthly invoice
 - d. 50% - 75% - \$25,000 deducted from monthly invoice
 - e. Below 50% - \$50,000 deducted from monthly invoice
4. Certified Nurse Assistant/Medical Assistant
 - a. 95%-100% - no liquidated damages assessed
 - b. 85%-95% - \$5,000.00 deducted from monthly invoice
 - c. 75% - 85% - \$10,000 deducted from monthly invoice
 - d. 50% - 75% - \$25,000 deducted from monthly invoice
 - e. Below 50% - \$50,000 deducted from monthly invoice
5. Health Service Administrator
 - a. Vacant more than 45 days - \$10,000 deducted from monthly invoice
 - b. Vacant more than 60 days - \$15,000 deducted from monthly invoice
 - c. Vacant more than 90 days - \$20,000 deducted from monthly invoice
6. Site Medical Director
 - a. Vacant more than 45 days - \$10,000 deducted from monthly invoice
 - b. Vacant more than 60 days - \$15,000 deducted from monthly invoice
 - c. Vacant more than 90 days - \$20,000 deducted from monthly invoice

XVI. INVOICING PROCEDURES

- A. Provider shall submit monthly invoices within five (5) days following the end of each month unless DDOC requests an alternate due date.
- B. Invoices shall be submitted to DDOC via email to:
DOC_Medical.BusinessOffice@delaware.gov
- C. At a minimum, the Providers invoice shall contain the following information:
- Provider's name and address
 - Billing point of contact name, number, and email address
 - Invoice date, Invoice number
 - Description and period covered
 - Invoice calculations (credits, subtractions, or other adjustments)
 - Total amount due
 - Subcontractor payment status certification
- D. Payment(s) will be made within 30 days after presentation of invoice(s) submitted with supporting documentation that verifies the completed, acceptable deliverable(s).

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CONTRACTOR : VitalCore Helath Strategies, LLC
PROGRAM NAME: Correctional Healthcare Services

Appendix 2 - Staffing

Staff Roster

| Staff Name | Agency Title | Certification Standards Title | Total Agency Salary | | | Program Eligible Salary | | |
|---|---|-------------------------------|---------------------|----------------|--------------|-------------------------|----------------|--------------|
| | | | Hrs Per Week | Annual Salary | OEC's | Hrs Per Week | Annual Salary | OEC'S |
| Administrative Staff | | | | | | | | |
| Contract Administrator/Program Manager | Vice-President of Operations | n/a | 40 | \$197,600.00 | \$63,232.00 | 40 | \$197,600.00 | \$63,232.00 |
| Chief Medical Officer | Chief Medical Officer | Licensed Physicin | 40 | \$336,960.00 | \$107,827.20 | 40 | \$336,960.00 | \$107,827.20 |
| Statewide Health Services Administrator | Statewide Health Services Administrator | RN | 40 | \$158,080.00 | \$50,585.60 | 40 | \$158,080.00 | \$50,585.60 |
| Statewide Director of Nursing | Statewide Director of Nursing | RN | 40 | \$153,920.00 | \$49,254.40 | 40 | \$153,920.00 | \$49,254.40 |
| Statewide Infection Preventionist | Statewide Infection Preventionist | RN | 40 | \$122,720.00 | \$39,270.40 | 40 | \$122,720.00 | \$39,270.40 |
| Statewide Dental Director (Dentist for JTVCC) | Statewide Dental Director (Dentist for JTVCC) | Licensed Dentist | 0 | \$0.00 | \$0.00 | 0 | \$0.00 | \$0.00 |
| Statewide Dietician | Statewide Dietician | Licensed Dietician | 20 | \$48,880.00 | \$15,641.60 | 20 | \$48,880.00 | \$15,641.60 |
| Statewide Telehealth Coordinator | Statewide Telehealth Coordinator | n/a | 40 | \$58,240.00 | \$18,636.80 | 40 | \$58,240.00 | \$18,636.80 |
| Statewide Quality Assurance Manager | Statewide Quality Assurance Manager | RN | 40 | \$101,920.00 | \$32,614.40 | 40 | \$101,920.00 | \$32,614.40 |
| Statewide Training Coordinator/Educator | Statewide Training Coordinator/Educator | RN | 40 | \$101,920.00 | \$32,614.40 | 40 | \$101,920.00 | \$32,614.40 |
| Electronic Health Record (EHR) Master Trainer | Electronic Health Record (EHR) Master Trainer | n/a | 40 | \$64,480.00 | \$20,633.60 | 40 | \$64,480.00 | \$20,633.60 |
| LOUD Coordinator Kent/Sussex County | LOUD Coordinator Kent/Sussex County | RN | 40 | \$101,920.00 | \$32,614.40 | 40 | \$101,920.00 | \$32,614.40 |
| LOUD Coordinator New Castle County | LOUD Coordinator New Castle County | RN | 40 | \$101,920.00 | \$32,614.40 | 40 | \$101,920.00 | \$32,614.40 |
| Statewide Director of Utilization Management | Statewide Director of Utilization Management | RN | 40 | \$101,920.00 | \$32,614.40 | 40 | \$101,920.00 | \$32,614.40 |
| Utilization Management RN | Utilization Management RN | RN | 40 | \$101,920.00 | \$32,614.40 | 40 | \$101,920.00 | \$32,614.40 |
| Statewide HR/Recruiter | Statewide HR/Recruiter | n/a | 40 | \$83,200.00 | \$26,624.00 | 40 | \$83,200.00 | \$26,624.00 |
| Administrative Assistant | Administrative Assistant | n/a | 40 | \$56,160.00 | \$17,971.20 | 40 | \$56,160.00 | \$17,971.20 |
| Health Services Administrator | Health Services Administrator | RN | 160 | \$449,280.00 | \$143,769.60 | 160 | \$449,280.00 | \$143,769.60 |
| Medical Director | Medical Director | Licensed Physician | 180 | \$1,347,840.00 | \$361,895.04 | 180 | \$1,347,840.00 | \$361,895.04 |

| Program Staff | Agency Title | Certification Standards Title | | | | | | |
|-----------------------------------|-----------------------------------|--------------------------------------|-----------------|------------------------|-----------------------|-----------------|------------------------|-----------------------|
| Staff Physician | Staff Physician | Licensed Physician | 122 | \$900,848.00 | \$241,877.48 | 122 | \$900,848.00 | \$241,877.48 |
| Physician Assistant | Physician Assistant | Licensed Physician Asst. | 70 | \$240,240.00 | \$64,504.44 | 70 | \$240,240.00 | \$64,504.44 |
| Nurse Practitioner | Nurse Practitioner | APRN | 348 | \$1,194,336.00 | \$320,679.32 | 348 | \$1,194,336.00 | \$320,679.32 |
| OB/GYN | OB/GYN | Licensed Physician | 8 | \$63,648.00 | \$4,773.60 | 8 | \$63,648.00 | \$4,773.60 |
| Certified Nurse Midwife | Certified Nurse Midwife | Certified APRN Midwife | 8 | \$33,280.00 | \$2,496.00 | 8 | \$33,280.00 | \$2,496.00 |
| Physical Therapist | Physical Therapist | Licensed Physical Therapist | 58 | \$193,024.00 | \$51,826.84 | 58 | \$193,024.00 | \$51,826.84 |
| Certified Physical Therapy Asst. | Certified Physical Therapy Asst. | Cert. Physical Therapy Asst. | 80 | \$116,480.00 | \$1,274.88 | 80 | \$116,480.00 | \$1,274.88 |
| Charge Nurse | Charge Nurse | RN | 1352 | \$3,585,504.00 | \$1,086,409.48 | 1352 | \$3,585,504.00 | \$1,086,409.48 |
| RN | RN | RN | 2380 | \$5,816,720.00 | \$1,675,182.60 | 2380 | \$5,816,720.00 | \$1,675,182.60 |
| LPN | LPN | LPN | 3424 | \$6,231,680.00 | \$1,879,375.68 | 3424 | \$6,231,680.00 | \$1,879,375.68 |
| Chronic Care Nurse | Chronic Care Nurse | RN | 180 | \$374,400.00 | \$100,526.40 | 180 | \$374,400.00 | \$100,526.40 |
| Sick Call Nurse | Sick Call Nurse | RN | 552 | \$1,148,160.00 | \$332,579.52 | 552 | \$1,148,160.00 | \$332,579.52 |
| Intake Nurse | Intake Nurse | RN | 377 | \$784,160.00 | \$231,163.92 | 377 | \$784,160.00 | \$231,163.92 |
| Discharge Nurse | Discharge Nurse | RN | 123 | \$223,860.00 | \$60,106.80 | 123 | \$223,860.00 | \$60,106.80 |
| Health Coach/Case Manager | Health Coach/Case Manager | RN or LPN | 85 | \$128,180.00 | \$34,416.72 | 85 | \$128,180.00 | \$34,416.72 |
| Medical Assistant/Phlebotomist | Medical Assistant/Phlebotomist | Certified for Either | 195 | \$192,660.00 | \$59,092.80 | 195 | \$192,660.00 | \$59,092.80 |
| C.N.A. | C.N.A. | C.N.A. | 752 | \$703,872.00 | \$220,406.16 | 752 | \$703,872.00 | \$220,406.16 |
| Pharmaceutical Technicians | Pharmaceutical Technicians | Certified Pharmacy Tech. | 398 | \$600,184.00 | \$170,967.16 | 398 | \$600,184.00 | \$170,967.16 |
| Optometry Assistant | Optometry Assistant | Certified Optometry Asst. | 30 | \$37,440.00 | \$2,808.00 | 30 | \$37,440.00 | \$2,808.00 |
| Dentist | Dentist | Licensed Dentist | 100 | \$556,400.00 | \$149,393.40 | 100 | \$556,400.00 | \$149,393.40 |
| Dentist (Oral Surgeon) | Dentist (Oral Surgeon) | Licensed Dentist/Oral Surgeon | 22 | \$273,416.00 | \$20,506.20 | 22 | \$273,416.00 | \$20,506.20 |
| Dental Hygenist | Dental Hygenist | Licensed Dental Hygienist | 78 | \$158,184.00 | \$42,472.56 | 78 | \$158,184.00 | \$42,472.56 |
| Dental Assistant | Dental Assistant | n/a | 104 | \$113,568.00 | \$30,492.80 | 104 | \$113,568.00 | \$30,492.80 |
| Mobile Dental Van driver/operator | Mobile Dental Van driver/operator | n/a | 8 | \$9,152.00 | \$732.16 | 8 | \$9,152.00 | \$732.16 |
| TOTAL Program Staff | | | 10854.00 | \$23,679,396.00 | \$6,784,064.92 | 10854.00 | \$23,679,396.00 | \$6,784,064.92 |
| | | | | | FTE's | 271.35 | | |
| TOTAL Staff | | | 13812.00 | \$31,312,996.00 | FTE's | 345.30 | \$31,312,996.00 | |