STATE OF VERMONT

DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSALS

COMPREHENSIVE HEALTHCARE SERVICES FOR INMATES

August 19, 2009

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1. PROCUREMENT OVERVIEW

1.1 Introduction and Background

The Vermont Department of Corrections ("Vermont DOC", or "State") a division of the Agency of Human Services is responsible for providing comprehensive health care services to inmates at correctional facilities located throughout the State. The phrase "[comprehensive] health care services" should herein unless otherwise specified be defined to encompass those services which include medical, mental health and substance abuse components. The populations for which Vermont DOC has responsibility include not only sentenced individuals, but also detained persons and individuals in various stages of pre-release. It also receives over 1,600 persons annually lodged under the State's Incapacitated Persons Statute.

The Department of Corrections recognizes that nearly all of the inmates in its custody will at some point return to the community. It is essential that health services be available to those inmates whose health status may interfere with their ability to function appropriately and productively in the community. .

The Department of Corrections is soliciting bids from qualified vendors to provide a range of health services for inmates at its correctional facility sites in Vermont. The Department is seeking bidders who are committed to working with other Agency of Human Services departments and community-based health providers to ensure continuity of care before, during and after an individual's period of incarceration.

Vermont DOC currently operates eight correctional facilities. More detailed information about each facility is provided as an appendix to this RFP. In addition to the facilities operated in-state, Vermont houses an average of daily out of state population of about 650, under contract with Corrections Corporation of America (CCA). A copy of the Vermont DOC "Out-of-State Transfers" directive is available as an appendix. The directive provides detailed information on the State's policies with respect to selecting inmates for transfer and carrying-out the transfer process.

Vermont DOC currently contracts with Prison Health Services of Brentwood, Tennessee to furnish health care and related services, and MHM Correctional Services of Vienna, Virginia to provide mental health services, to inmates at the above eight facilities. The medical contractor also is responsible for providing health education, training, and various services to correctional facility staff working at these eight sites.

1.2 Objectives of the RFP

The purpose of this RFP is to select a vendor capable of accomplishing the following activities on behalf of the State:

Operating a comprehensive health care program in a humane and professional manner with respect to inmates' rights to health care and with regard for AHS' four key practices (see attached);

Operating a comprehensive health care program with regard to and in compliance with pertinent State Statutes and DOC policies, procedures and Directives and NCCHC standards with specific attention given to those involving persons with 'special needs' as defined in other sections of this contract. At such time as directives, statutes or standards are updated, it is understood that the Contractor shall make necessary adjustments and modifications to ensure that Vermont correctional facilities remain in compliance and retain accreditation;

Operating a comprehensive health care program which is compliant with current (2008) and future National Commission on Correctional Health Care (NCCHC) standards for jails and prisons;

Operating a comprehensive health care program in a manner that will maintain NCCHC accreditation for all facilities currently accredited and obtain accreditation for any future State facilities;

Delivering health care services which are predicated on sound scientific principles, evidence-based practices and methods of care optimally tailored for the unique environment existing within a correctional setting;

Operating the health care program in an efficient cost-effective, fiscally responsible manner which demonstrates the philosophy and spirit of transparency through the provision of full reporting and accountability to the State;

Operating a inmate health care delivery system utilizing licensed, certified, professionally trained and where required appropriately credentialed personnel sufficient in number, location, and skill mix to meet all clinical requirements;

Implementing a continuous quality improvement (CQI) program in keeping with the NCCHC essential standard for same; (Vendors required to demonstrate how they will accomplish this)

Facilitating the efficient transfer of inmates to and return from, in state and out of state facilities in a manner which incorporates cooperative and collaborative practices with DOC staff and other vendors (including those out of state) and DOC; See Appendix.

Providing a comprehensive program for DOC staff education within the facilities or when requested participation in Correctional staff training at the Vermont Correctional Academy (VCA) (specific areas of training to be determined in collaboration with the contractor)

Maintenance of complete and accurate records of all services delivered;

Collecting and analyzing health data on a regular basis for the purpose of evaluating, monitoring and improving program quality or service delivery;

Providing statistical reports and data collected to DOC in a timely manner using a method which renders information which is useful; (reporting requirements are specified in the appropriate sections of this contract.

Providing services which incorporate where possible specific information technology (IT) tools –Electronic Medical Record (EMR) and Telemedicine/psychiatry;

Coordinating treatment activities with all Departmental divisions;

Engaging, supervising and evaluating a sufficient number of well qualified staff to provide all necessary services;

Coordinating and working cooperatively with other health providers, and;

Avoiding high administrative overhead costs.

The State will evaluate offerors against these general objectives and the more specific criteria outlined in Chapters Two and Three of this RFP.

1.3 Procurement Details

1.3.1 Contract Term

The initial contract term will run for three years (subject to approval by the State of Vermont Secretary of Administration), from February 1, 2010 thru January 31, 2013. There will be an opportunity for two, one-year extensions, to be exercised at the State's option.

1.3.2 Contract Payment Provisions

Contract payment will be based on a capitated, at risk model or will be based on the Contractor's actual costs plus a fixed fee. The Department will determine which pricing model is in the best interest of the State.

Contractor shall submit a monthly invoice by the tenth of the month for the services provided in the previous month. The State shall reimburse the Contractor within 30 days of receipt of the Contractor invoice, minus any performance penalties (if applicable).

Capitated Model

The Contractor will receive three different types of payments for services furnished to Vermont DOC. Specifically**:**

Base Payment - The Contractor will receive payment based on the contracted per inmate per month charge multiplied by the average daily population (ADP) for a given month. The Contractor will receive a guaranteed payment based on an ADP of 1,600 even if the ADP drops below 1,600. However, the Department does not anticipate that the ADP to vary significantly over the course of the three year contract from the current average of 1,675 inmates.

Services for Incapacitated Persons – The Contractor will be paid on a per encounter basis for the evaluation and treatment of incapacitated individuals lodged at the facility in accordance with the State's Incapacitated Persons Statute (Appendix). The Contractor shall have the capacity at each site to conduct intake screenings, provide observation services and facilitate referrals out of the facility to a higher level of care, if necessary. The estimated volume for this service is 1,600 encounters annually.

Incidentals Add-ons- The Contractor will be paid for other services on a per encounter basis. The cost for these services therefore should not be included in either the per inmate per month (PIPM) or cost plus fixed fee base payment amounts. Add-on payments will be made for the following:

1. Administering Hepatitis B vaccine to DOC staff, including serum cost (see Section 2.41)
2. Administering Diphtheria-Tetanus vaccine to DOC staff, including serum cost (see Section 2.41)
3. Testing DOC staff for Tuberculosis (see section 2.41)
3. Administering influenza vaccine to DOC staff

Cost-based Model

If the Department opts for the cost plus a fixed fee model, the Contractor will be reimbursed on the basis of actual expenses included for the following cost centers: all salary and fringe benefit costs for staff salary dedicated to Vermont DOC; contracted service costs; the actual cost of equipment rental, the cost of disposal of all bio-hazardous and contaminated waste, and actual costs for the acquisition of drugs and medical supplies. All other costs including administrative costs, overhead, office supplies and profit will be paid monthly to the Contractor or on a fixed-fee basis.

1.3.3 Point of Contact

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

Cheryl Gates
Administrative Assistant
Department of Corrections
103 South Main Street

Waterbury, Vermont 05671-1001
Fax: 802/241-3345
E-mail: Cheryl.Gates@ahs.state.vt.us

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

1.3.4 Bidder's Conference

A bidder's conference will be held on September 8, 2009 and attendance is non-mandatory but strongly encouraged. Prospective offerors will have an opportunity to ask questions regarding this procurement from 1:30 AM to 4:00 PM EST.

The conference will be held at the following location:

VT Department of Corrections
Dale Building, 2nd floor
103 S. Main Street
Waterbury, VT 05671

Each prospective offeror may bring up to three representatives to the conference. The conference is intended to be an interactive exchange of information, with appropriate State staff on-hand to provide clarification and/or answers to basic questions. Written questions for the bidder's conference may be submitted by potential offerors in advance, but in no event after September 1, 2009. The State DOC will attempt to answer as many of the written questions submitted in advance as possible at the bidder's conference.

Offerors are required to submit final written questions (if any) by 2:00 PM ET on September 11, 2009. Written copies of the submitted questions and the State's answers will be distributed to all potential offerors who attended the bidder's conference by September 15, 2009.

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

1.3.5 Tour of Facilities

The State will arrange a tour of two correctional facilities (Southern State in Springfield, Vermont and Chittenden Regional Correctional Facility in South Burlington, Vermont at 9:30 AM for interested offerors. The tour of Southern State Correctional Facility will be on September 9, 2009 at 9:30 AM. Offerors wishing to be included on the tours must

submit a written request by 2:00 PM ET on September 2, 2009 specifying the names, titles and number of people who will be attending (maximum of three persons). Picture identification must be presented at the time of the tour for entrance to the facility.

1.3.6 Letters of Intent

Offerors are requested to submit a letter of intent by 2:00 PM ET on September 18, 2009. The letter should be addressed to the individual identified in Section 1.3.3 above. The letter of intent will not be considered binding.

1.3.7 Supporting Documentation

The RFP contains a number of appendices with information concerning the existing program in Vermont. Specifically:

Appendix 5.01 Vermont's Customary Contract Provisions.
Appendix 5.02 AHS 4 Key Practices.
Appendix 5.03 Site – Gender – Age Demographics
Appendix 5.04 a & b Facility Profiles
Appendix 5.05 Mental Health Utilization for Calendar Year 2008
Appendix 5.06 Medical Utilization for Calendar Year 2008
Appendix 5.07 VTDOC Policies and Directives Related to Healthcare Services
Appendix 5.08 VTDOC Vision-Mission-Values-Principles
Appendix 5.09 VT Statutes Online – Title 26 – Dentists
Appendix 5.10 VT Statutes Online – Title 28 – Public Institutions and Corrections
Appendix 5.11 VT Statutes Online – Title 33 – Incapacitated Persons
Appendix 5.12 Vermont Hospitals and Health Systems
Appendix 5.13 Useful Links
Appendix 5.14 VTDOC Organizational Chart
Appendix 5.15 Act 26 - S.2 - Seriously Functionally Impaired Legislation
Appendix 5.16 Quality Indicators
Appendix 5.17 Vermont State Hospital Inmate Transfer Protocol
Appendix 5.19 Proposal Submission Forms D – E: Form D – Core Network Composition, and Form E – Price Proposal.
Appendix 5.20 o & s Proposal Submission Forms A – C: Form A – Corporate Experience, Form B – Representations and Certifications and Form C – Key Personnel,

1.3.8 RFP Amendments

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

1.3.9 Customary State Contract Provisions

Appendix 5.1 contains a listing of customary state contract provisions. The list is not intended to be exhaustive. The complete set of contract provisions will be delineated in a draft contract issued to the selected offeror at the time of the award.

1.4 Procurement Milestones

The following timetable lists the key milestones within the procurement process:

Milestone Date

RFP Issued August 19, 2009

Submission of Written Questions for Bidder's Conference 2:00 PM ET September 1, 2009

Tour of Facilities (for potential offerors) September 8 and 9, 2009

Bidder's Conference 2nd Floor, Dale Building, 103 S. Main Street, Waterbury, VT 05771 at 1:30 PM EST.

Final Written Questions Due September 11, 2009 2:00 PM ET

Responses to Written Questions Due September 15, 2009 5:00 PM ET

Letters of Intent Due September 18, 2009 2:00 PM ET

Proposals Due & Bid Opening September 25, 2009 2:00 PM ET

On-site Interviews with Offerors October 5 and 6, 2009

Notice of Intent to Award October 9, 2009

Contract Negotiations October 12 -27, 2009

Contract Finalized November 30, 2009

Implementation Activities Begin December 1, 2009

Services Start Date February 1, 2010

2. RESPONSIBILITIES OF THE CONTRACTOR

2.1 General

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

Meet the health care needs of inmates in accordance with applicable state and federal laws.

Deliver all health services in compliance with current (2008) standards set forth by the National Commission on Correctional Health Care (NCCHC). At such time as these standards are updated, it is understood that the Contractor shall make necessary adjustments and modifications to insure that Vermont correctional facilities remain in compliance and retain accreditation.

Offerors should note that many of the requirements delineated in the remainder of chapter two are taken from NCCHC Standards for Health Services in Prisons, 2008 and Standards for Mental Health Services in Correctional Facilities, 2008.
However, unless specifically told otherwise, Contractor will be expected to operate in conformance with current NCCHC standards whether or not these have been specified in the RFP. However, if requirements listed in the RFP conflict with NCCHC standards, the more stringent of the two standards will be applicable.

Contractor will provide qualified health professionals sufficient in number, location, and skill mix to meet all clinical requirements outlined in this RFP. These health professionals must be qualified consistent with National Commission on Correctional Health Care standards and applicable state laws governing licensure, credentialing and scope of practice requirements;

Contract with a provider network sufficient in size, location, and scope to meet all clinical requirements outlined in Chapter Two of this RFP. The network also must be credentialed consistent with NCCHC, state and where mandated Federal standards.

Participate in applicable state sponsored quality improvement projects as directed by DOC .

Coordinate activities with the Vermont DOC Health Services Director or designee.
In the event of a dispute between the Contractor and State on a clinically-related matter, the DOC Health Services Director will have final decision making authority.

PREA (2003) Prison Rape Elimination Act- required agencies to comply with the national standards proposed to eliminate sexual abuse in confinement. DOC has zero tolerance policy against sexual abuse.
DOC expects that contractor will train all staff in PREA policies in general and each employee's responsibilities specifically. These policies and procedures pertain to sexual abuse prevention, detection and response to events.

DOC expects contractor staff to maintain full compliance with Federal, State and local laws (DOC policy and Directives).

Contractor must provide DOC with protocols or information used in training staff. Contractor will maintain written documentation showing contractor staff signatures verifying that they understand the training they have received. DOC HSD will be provided a copy of the training attendance logs.

Contractor shall provide training during the initial or subsequent orientation periods but in any event no greater than 90 days after hire.

All allegations will undergo investigation.

DOC will immediately terminate the employee's security clearance pending completion of investigation- effectively barring them from the facility

HIPAA-The contractor shall adhere to all state, Federal and DOC policies and Directives regarding confidentiality of inmate patient 'Protected Health Information' including the transmittal of information by any electronic means. The contractor shall assure that all employees including subcontractors are trained appropriately using DOC approved training. Documentation shall be provided to DOC. Training should be conducted during orientation or as soon as possible thereafter but in any case prior to the employee beginning work.

2.2 Receiving and Transfer Screening

Refer to NCCHC essential standard P-E-02; MH-E-02.

Using a standardized, uniform screening instrument at all sites, Contractor shall conduct a receiving screening on all new commitments (including transfers) immediately upon the inmate's arrival at the Vermont Department of Corrections facility and before the inmate enters the general population of the facility. Approximately 11,000 receiving and transfer screenings are conducted annually. The Department will provide more detailed data related to intakes and transfers at the bidder's conference.

1. This screening shall be conducted by a qualified health care professional upon admission or in any event no greater than 12 hours following admission in accordance with written policies and procedures. The screening shall include, at a minimum:

- Inquiry into current and past illnesses, serious infections, health/mental health conditions, and special health (including dietary) requirements
- recent symptoms of communicable disease
- past or current mental illness, including hospitalizations past history of trauma and/or sexual assault/abuse
- history of or recent suicidal attempt or ideation
- history of participation in special state programs or services for mental illness or special needs (e.g. Community Rehabilitation and Treatment (CRT), DAIL,

SSDI, Mental Health or Substance Abuse Court(s) etc.)

- current disability and need for accommodation per ADA Directive
- medications taken (including last dose) and name of pharmacy for verification
- for females: date of last menstrual period, date of last pap smear, date of last mammogram, current and/or past pregnancy, other gynecological problems;
- routine medical treatment
- health insurance coverage
- use of alcohol and other drugs (including last use), any history of associated withdrawal symptoms or detoxification needs

Particular attention must be paid and protocols provided with proposal to address current detoxification and withdrawal needs

- Observation of the following:
  appearance
  behavior
  skin

2. Administration of a screening test for tuberculosis upon admission or at the latest within 72 hours of admission

3. Documentation of the date and time the receiving screening is complete.

4. Signature and title of the person completing the screening.

5. Obtain a signed inmate authorization for treatment.

6. Obtain a signed release of information authorization form

7. Provide written and verbal explanation of ADA and obtain inmate signature following provision of information on ADA accommodation

8. Discussion of voluntary testing for HIV/AIDS (see attached Centers for Disease Control and Prevention HIV Testing Implementation Guidance for Correctional Settings January 2009) and Hepatitis C

In addition to the receiving screen the following must occur:

- All inmates with questionable health conditions will be medically cleared before being sent to the general population.
- Inmates with non-emergency conditions will be referred to the general population with appropriate follow-up referrals established, if necessary.
- Inmates requiring immediate intervention will be referred to the appropriate health staff for evaluation and treatment.
- Referral of the inmate for special housing, emergency health services, or additional medical specialists will be made as appropriate.
- Contractor staff will notify DOC facility staff of all inmates requiring special housing or having activity restrictions.
- Disposition of inmates must be clearly noted on the screening form.

The receiving screening findings will be recorded on a uniform, standardized form (to be agreed upon by the parties and introduced during the implementation phase) that captures essential baseline health information. The intake form will be included in the inmate's health record. The form will be in compliance with all state and national standards.

Mental health professional are required to review both the initial needs survey as well as the medical screening. The mental health provider will schedule follow-up or refer for mental health services with psychiatrist or APRN based on the screening information and any other relevant information.

2.3 Access to Health Services

At the time of initial intake, each inmate will be given a health services orientation and information on how to access health services while in the facility. The orientation will include all information as contained under NCCHC essential standard P-E-01; MH-A-01 Additionally include the following information on:

- health services in segregation,
- routine health services for female inmates,
- The Department's ADA directive.

The Contractor staff shall be trained in and comply with the Department's ADA policy (see attachment) to ensure proper accommodation for all inmate's with physical and/or other disabilities

2.4 Health Assessment

2.4.1 Physical Health

Inmates housed in a Vermont Department of Corrections facility for longer than forty eight (48) hours will receive a complete health assessment as soon as possible but no later than seven (7) calendar days of the inmate's arrival to the facility. If possible, the Contractor shall attempt to communicate and coordinate with community providers who treated the inmate prior to incarceration.

The health assessment will be recorded on a uniform, standardized form (to be agreed upon by the parties and introduced at all sites during the implementation **phase). The** intake form will be in compliance with all state, national and NCCHC standards and included in the inmate's health record.

In addition, a written authorization for health evaluation and treatment will be obtained from the inmate and witnessed by health service personnel, if consent has not been obtained prior to this time. The health assessment form will become part of the inmate's permanent health record.

The initial health assessment will include all Compliance indicators under NCCHC essential standard P-E-04 “full population assessment”:

The following exceptions/modifications will apply:

1. The health assessment will be completed by a licensed nurse practitioner, physician’s assistant, or MD
2. All inmates will be provided HIV testing consistent with CDC guidelines as previously noted in this RFP
   (Within the first 120 days of contract implementation the offeror must develop a plan to explore the financial feasibility of providing testing as per these guidelines to all new not previously tested inmates seen during the first calendar year of the contract. Following this period DOC hopes to have obtained recquisite data with which prevalence rates can be calculated with which we can then establish reasonable evidence based guidelines for testing the VT corrections population thereafter)

The Medical Director may approve additional diagnostic procedures and testing such as a urinalysis, when clinically indicated.

3. When the results of the health assessment indicate that the inmate requires further evaluation or treatment, a treatment plan will be generated and appropriate referral(s) initiated. The inmate will be referred to the appropriate medical provider or emergency center if needed. The specific time for the follow-up care will be as follows:

   • Routine health issues – within 7 days of the health assessment (or as required by the inmate’s treatment plan)

   • Urgent health issues – within 24 hours of the health assessment (or less if required by the severity of the case)

   • Emergent health issues - immediate

4. For re-admitted inmates who have received a health assessment within the previous ninety (90) calendar days, the most recent intake screening, the prior health assessment and laboratory results shall be reviewed. The physician will **determine** if a complete health assessment is necessary. The extent of the health appraisal will be determined by the Contractor’s Medical Director.

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

6. The Superintendent or his/her designee will be informed of any aspect of an inmate's physical or mental status that may affect housing or work assignments or create a potential for violent, self-injurious or suicidal behavior. The disposition of inmates not medically suited for confinement in general population will be discussed with the Superintendent or his/her designee.

2.5 Mental Health

The offeror will provide services which are designed to facilitate and enable the delivery of mental health care services to inmates in Vermont in a manner which is trauma-informed.

Basic Mental Health Services will be made available for all inmates who require them in a manner consistent with NCCHC essential standard P-G-04; MH-G-01

Initial mental health screening is conducted by trained medical/mental health staff at the time of admission and will include but not be limited to all items contained in NCCHC (2008) essential standards P-E-05 and MH-E-02. The optional recommendation under this standard is excluded.

All inmates screening positive for mental illness during the initial mental health screening at the time of intake will be referred to a qualified mental health professional for further evaluation. This assessment/evaluation process should ultimately result in a diagnosis and the formulation of an individualized treatment plan. The mental health assessment will be completed by a qualified mental health professional and reviewed by the lead psychiatrist or advanced practice nurse at the facility.

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

1. A review of the INS and receiving or transfer screening results, and a review of any record of previous mental health services provided in the current or prior incarcerations. Documentation that review has occurred will be shown as notation of signature or similar affirmation.

2. The collection of additional health data to complete the mental health history, including but not limited to:
   - Prior treatment
   - Medication history
   - Relevant psychosocial history, including trauma history
   - Relevant substance use history
3. Functional assessment
4. Current situational stressors
5. Mental status examination
6. Current diagnosis
7. Formulation of an individualized treatment plan, including the initiation of therapy and the ordering of other tests and examinations, as clinically appropriate.

8. A referral for substance abuse or risk reduction services, as clinically indicated.
9. A release signed by the inmate to obtain information from the inmate's community provider or a statement signed by the inmate and qualified mental health professional stating why this is not being done.
10. Screening for intellectual functioning
11. Referral to a psychiatric provider for assessment as clinically indicated.

The form used to document the findings of the health assessment shall be in compliance with all NCCHC standards. The form will be reviewed and approved by the Contractor's Medical Director and DOC's Health Services Director or her/his designee. The mental health assessment form will become part of the inmate's permanent health record.

The mental health assessment and evaluation will be conducted in coordination with the medical provider at each site, according to timeframes that insure the safety and timely treatment of all inmates.

• Emergency – Inmates in need of immediate medical/psychiatric attention are either transferred to a specialty unit (community or DOC) capable of providing 24 hour observation and care, or are placed on suicide watch until more suitable arrangements can be made and/or a complete mental health assessment is conducted.

• Urgent – Inmates who screen positive for serious mental illness, are at heightened risk for suicide and/or are on psychotropic medication other than standard sedative/hypnotics will receive a complete mental health assessment within 1-3 working days.

• Non-emergency – Inmates who request routine mental health services or who are identified at screening as needing a mental health or substance abuse evaluation will receive a complete mental health assessment within 7-14 working days of intake.

- All inmates who are currently taking any prescribed mental health medication upon intake will be medically evaluated and, if medically indicated, those medications will be made available to the inmate in accordance with established protocols

When the results of the mental health assessment indicate that the inmate requires further treatment, an individualized plan of care will be created. The specific interval and duration of the follow-up care will be identified on the individual plan of care. However in no case should this follow up occur less often than every 90 days .

For re-admitted inmates who have received a mental health assessment within the past ninety (90) calendar days, the most recent intake screening, and the prior mental health assessment shall be reviewed by the Contractor's Medical Director to determine if a complete mental health assessment is necessary.

2.5.1 Psychiatric Services

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

- Diagnostic evaluations;
- Oversight of individualized treatment planning;
- Prescribing and management of psychotropic and mental health related medications in accordance with evidence-based, best practice standards. Medication management shall include meeting with inmates, assessing and following their medication needs, consulting collateral sources ,education of inmates regarding the risks of non-compliance or discontinuation of mental health medication, and completing all required forms and documentation related to this activity and maintaining an accurate database to track utilization of medications;
- Participation in developing and implementing suicide prevention strategies;
- Development of initiatives to reduce the use of seclusion, segregation and restraint;
- Participation in involuntary medication proceedings.
- Participation in the identification of inmates who are seriously functionally impaired
- Participation in discharge planning
- Participation in the identification and treatment of inmates who are seriously functionally impaired
- Working collaboratively with all DOC divisions/staff both Facility and Field (ex. Correctional High School of VT) in developing support plans as required for the provision of services to SFIs
- Direct involvement in admission and discharge decisions to the:
    - Vermont State Hospital
    - Intermediate Care and Secure Care Units at the Southern State Facility
    - Mental Health Unit for Women at Northwest Correctional Facility

2.5.2 Counseling and Psychotherapeutic Services

Evidence-based, trauma informed, culturally sensitive, age – and gender-specific individual and group therapies will be provided in accordance with individualized treatment plans. It is expected that providers will largely employ psycho-educational, cognitive-behavioral, skills-building and problem-solving interventions. Contractor shall conduct psycho-educational groups in areas which are best served through this modality such as stress reduction, symptom management, anger reduction, medication education, sleep hygiene, and self-harm reduction.

The Vermont DOC is particularly interested in proposals that include the use of

trained inmate peer facilitators, working under the supervision of mental health professionals.

Recognizing the difficulty and additional expense associated with travel time to the DOC's eight facilities, the DOC is also interested in receiving proposals involving the use of telepsychiatry and telepsychology. Proposals including the use of this delivery mechanism should discuss how the Contractor would address coordination of psychotropic medications prescription and oversight.

2.5.3 Co-Occurring Disorders

Although the primary focus of substance abuse treatment for offenders is in the community DOC expects offerors to be prepared to engage in substance abuse screening, treatment referrals and provision of counseling designed to motivate inmates to engage in treatment.

The successful bidder will be expected to participate in the development of initiatives to provide a limited range of evidence-based services for inmates with co-occurring disorders. For offenders who have both mental health and substance abuse treatment needs, offerors should include in a description of interventions that would increase the likelihood of offender participation in substance abuse treatment upon release. The Department is especially interested in receiving proposals that describe how inmates across a continuum of need would be served.

2.5.4 Crisis Intervention and Emergency Services

Contractor shall provide access to urgent and emergent mental health services on a 24 hour a day, 365 days per year basis. Other aspects of this group of services include, but are not necessarily limited to:

Suicide prevention and intervention;

Coordination of treatment programs and service provision outside the facility;

Facilitation of emergency treatment planning;

Development and implementation of a delivery system that supports the use of a designated crisis response clinician in facilities which historically and presently demonstrate excess or intense needs in this area (CCCF and SSCF) and in which a benefit to inmate and MH staff may be derived as a result of inclusion of this position.

Exploration of feasibility of providing weekend coverage in designated facilities

Compliance with quality assurance and quality improvement protocols.

2.5.5 Psychiatric Supervision

Contractor shall provide psychiatric supervision of all activities involving direct or indirect clinical and/or administrative supervision of mental health practitioners. The amount and type of supervision is dependent, in part, on the credentials of providers performing specific services. For instance, the use of clinical nurse practitioners with prescriptive authority is permitted under Vermont

law and commonly practiced in Vermont Corrections. It is required that such practitioners have a supervising or consulting psychiatrist. Additional supervisory duties include regular meetings and phone consultation with the Department of Corrections' Health Services Director and/or her/his designee CMHS to address systems issues and problems, policy matters and program development.

2.5.7 Segregation Evaluation

Inmates placed in segregation or restrictive housing environments separate from the general population should be assessed for risk within one business day of their placement. Additionally, inmates with serious mental illness or severe functional impairments who are segregated from the general population for disciplinary or other reasons will be evaluated by mental health staff at least three times per week. *Per Sec.1. 28 V.S.A. § 701(a) subdivisions 1, 2 and 3* inmates in segregation who are designated SFI must also undergo periodic re-evaluation by a QMHP if placement in segregation continues beyond pre-determined periods of time.

All inmates who are in restrictive housing environments, including those who are allowed periods of recreation or routine social contact amongst themselves require weekly checks by mental health staff. These contacts will be documented in the inmate's health record, to include at least a brief mental status exam and any other observations, assessments, or plans that are relevant to the inmate's condition and circumstances and diagnoses.

2.5.8 Multi-Disciplinary Consultation and Collaboration

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

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

- DOC Central Office leadership staff
- Other DOC divisions Probation and Parole, Program Services
- Facility management
- AHS Departments (DMH, DAIL, DOH) and other State Agencies
- AHS statewide interagency team for enhanced integration of services for SFI in corrections.
- Legislative committees
- Community providers/ stakeholders,

- Medical staff
- Inmates' family members,
- Professional and advocacy groups
- Vermont State Hospital Psychiatrists or other clinical staff
- FAHC or other community hospital providers

In addition, the contractor shall assist the Department in its responses to all inquiries related to mental health services from interested members of the public, the Citizens Advisory Board and from any government official, while respecting the laws and bounds of confidentiality.

2.5.9 Coordination and Collaboration with Community Health Providers

To provide continuity of care for inmates with severe functional impairment, the contractor shall establish and maintain collaborative relationships with community programs and providers. Upon an inmate's entry into the system, contact will be made with the inmate's community psychiatric medication prescriber and/or mental health provider. For those inmates with serious mental illness, intake and discharge planning will involve communication and collaboration with the community mental health centers, DMH, DAs, DAIL and others as needed.

2.10 Collaboration with DOC Management and Correctional Staff

Mental Health Contractor and staff shall meet as needed, but no less than monthly with DOC Management and correctional staff. The Superintendent or his/her designee will be informed of any aspect of an inmate's mental status that may affect housing or work assignments or potential for violent, self-injurious or suicidal behavior, or significant disruption of the safe and orderly running of the facility.

2.6 Informed Consent

The Contractor shall ensure that a patient's informed consent is obtained prior to all examinations, treatments and procedures in accordance with applicable State laws and regulations and NCCHC important standard P-I-05; MH-1-04. This will include informed consent of next of kin, guardian or legal custodian when required. Any inmate may refuse health evaluations and treatment. An inmate's refusal of treatment must be documented by a waiver signed by the inmate and must be part of the inmate's medical record. The inmate should receive a full explanation of risks and benefits of refusal which must be delivered in a manner understandable by the inmate (free of language, literacy, vision, hearing or other barriers to understanding)

Mental Health- specific forms for documentation of refusal and consent to treatment must be provided in this area

The Contractor must provide documentation of its policies and procedures for obtaining informed consent and an inmate's right to refuse treatment. The Contractor must also submit its consent forms to DOC for approval upon execution of the Contract.

2.7 Contractor's Responsibilities for Inmate Workers

Contractors must adhere to essential standard P-C-06; MH-E-09 and additionally provide the following:

Examination for the purpose of and medical clearance of all inmates serving as food service workers. The medical clearance process shall be initiated within twenty-four (24) hours of receiving the list of inmates to be cleared. However, the need for laboratory testing may increase the time required to provide medical clearance.

The inmate worker clearance will be documented on a standardized form of the contractor's design but must include the following:

1. A review of the inmate's health record.
2. Questions regarding the inmate's past medical history, including communicable disease, cardiac problems, pulmonary problems, allergies and back problems.
3. Questions regarding any current signs and symptoms of illness.
4. A brief focused physical examination and vital signs.
5. Documentation that the inmate has no medical conditions that preclude food service work based on criteria provided by the Vermont Department of Health.

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

2.8 Sick Call

The delivery of care related to non-emergency health care requests and services will be accomplished in a manner consistent with NCCHC essential standard P-E-07.

All inmates will have a daily opportunity to request health care. Contractor will implement a sick call system that provides inmates with unimpeded access to health services. Nursing personnel will collect, triage and respond based on need to all inmate requests daily. Nurses should demonstrate that they possess skill set to perform triage. Training and appropriate supervision shall be provided to nursing staff to assure a system that is safe and effective .

Contractor will utilize the established sick call boxes. For inmates who do not have access to the sick call boxes, alternate arrangements will be made for filing sick call requests. The requests will be triaged and the inmates will be scheduled for health services as appropriate. The frequency of sick call will be consistent with NCCHC essential standards P-E-07 and MH-E-05 and where possible in keeping with the facility schedules shown in Appendix (Correctional Facility Profiles).

Sick call services, in compliance with NCCHC standards, will be provided at sufficient levels to allow the health staff to provide same-day response to inmate requests for health services.

Timeliness of the response to sick call requests can be an important indicator of quality of care. The Contractor will monitor sick call responses as part of their continuous quality improvement (CQI) process.

- Nursing sick call will be conducted daily.
- Physician sick call will be conducted per a posted schedule the frequency should be determined by facility needs and in a manner that supports timely follow up of inmates triaged by nursing and determined as in need of provider referral. *The schedule must be approved by DOC HSD*.
- If the inmate's custody status precludes attendance at sick call, appropriate measures will be taken to provide access to health services.

Contractor shall follow nursing protocols, developed and implemented with the approval of the State, to facilitate the delivery of sick call services by nursing personnel. Health staff will be trained to effectively triage the inmate's condition and implement established protocols. Health services will be provided in a manner that complies with state and federal privacy mandates within the scope of each facility's physical plant.

If the inmate's condition at the time of nursing triage or assessment requires emergency care and/or services beyond the ability of the nurse and/or the established nursing protocols, the nurse will discuss the inmate's problem with the on-site or on-call provider who should then refer the inmate for further evaluation and treatment as needed.

Under no circumstances should the care of the inmate in need of urgent or emergent care be deferred or unnecessarily delayed pending discussion with management or supervisory staff.

Request form for sick call:

- Contractor shall utilize a three-part sick call request form that allows the inmate's request, triage and disposition information, and the health encounter to be documented all on one form.
- The form is to be printed on no carbon required (NCR) paper to provide additional copies.
- One copy is to be kept by the inmate at the time the request is submitted.
- The second copy may be used for a variety of purposes. For example, if the inmate's request does not require a health encounter, a written response will be documented on the form and a copy will be returned to the inmate.
- The original is to become part of the inmate's permanent record.

2.9 Emergency Services and Hospitalization

2.9.1 General

Contractor is required to provide immediate response to inmates in an emergency situation. Contractor will have twenty-four (24) hour mental health (psychiatrist, advanced practice nurse) and medical (physician) telephone on-call coverage and specific written policies and procedures to address emergency response and the emergency transfer of inmates at each facility.

Contractor shall sub-contract or maintain written agreement(s) with one or more local hospitals to provide emergency services to inmates on a twenty-four (24) hour basis and inpatient hospitalization for all inmates in custody (subject to conditions described in Section 2.9.2 below). Additionally, arrangements must be made for Advanced Cardiac transportation and Basic Life Support transportation with local EMS and ambulance services. Contractor shall be responsible for the emergency transport of inmates excluding incapacitated persons.

2.9.2 Emergency Care for Work Release Inmates

In the event that a work release inmate requires urgent/emergent care, Contractor shall provide care at the most appropriate facility (community or DOC) based on the inmate's health condition.

For inmates injured while on work release, whose injuries are covered under workers' compensation insurance, Contractor shall be responsible for coordinating follow-up care and case management services with the employer's workers' compensation insurer until either the inmate's treating physician has released him/her to return to work or until the inmate is discharged from the DOC facility, whichever occurs first. Contractor may or may not provide care for the work-related injury at a DOC facility, depending upon Contractor's arrangements with the State's workers' compensation insurer.

Contractor retains responsibility for delivering all medically appropriate care, regardless of inmate's access to third party coverage. Contractor will work with the DOC to develop a specific policy and procedure to ensure that work release inmates receive appropriate urgent-emergent care, and to ensure case management and follow-up care provision and coordination.

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

2.10 First Aid Kits

Contractor will provide and maintain first aid kits for Contractor staff and inmates in custody. The first aid kits must be secured with a plastic tear-away lock. Each time the lock is broken, utilizing staff will initiate a supply request to health services. Nursing staff will check and replenish the contents of each kit on a monthly basis and when requested. The monthly kit checks will be documented as required by NCCHC standards. The location and contents of the first aid kits will be approved by the Contractor's Medical Director and Health Services Administrator, and the correctional facility superintendents.

2.11 Training of DOC Staff

Contractor shall provide training to all DOC Correctional Officers with respect to basic identification of inmates requiring immediate medical/mental health attention and shall be consistent with NCCHC standards. This will include training with regard to symptom recognition (shortness of breath, choking, bleeding, etc.) and the appropriate steps for triaging and obtaining medical/mental health services for the inmate on an urgent or emergent basis. Training will include in-person orientations and written materials.

Contractor shall conduct in-service education and training sessions for Corrections staff, at each facility, on a quarterly basis. The training curricula will be approved by DOC's Medical Director and should include, at a minimum:

- Administration of first aid;
- Recognizing the need for emergency treatment;
- Recognizing acute manifestations of chronic illnesses;
- Recognizing chronic medical and disabling conditions;
- Recognizing signs and symptoms of change of mental status
- Medication administration and side-effects;
- Infectious and communicable diseases;
- BLS/AED resuscitation;
- Recognizing suicidal behavior and procedures/protocols for suicide prevention;
- Smoking cessation;
- Stress management;
- Recognizing signs and symptoms of mental illness, psychological trauma, and acute and chronic serious functional impairments;
- Such other topics as the DOC may deem appropriate and necessary.

All DOC shift supervisors will attend training sessions annually. All other corrections staff will attend training sessions at least once every two years. Newly-**hired** Corrections staff will attend training within three months of the start of employment.

Contractor shall develop a training calendar in coordination with local facilities. Training calendar will be submitted to Health Services Director and local superintendants one month prior to the beginning of each calendar quarter.

2.12 Payments to Hospitals

The Contractor will be responsible for payment of all inpatient hospital claims for inmates. Some costs may be offset for inmates who are eligible for the Vermont Health Access Plan (VHAP) during a period of hospitalization. VHAP is a state program operated under the auspices of a federal demonstration waiver and which provides health care services to low income uninsured persons in the state. While inmates of penal institutions are not eligible for VHAP, these individuals may enroll in the program during a period of time when they are not resident in the correctional facility (e.g., they are hospitalized in a community medical facility).The contractor is responsible for completing a VHAP enrollment form for inmates receiving inpatient hospital services for which they may be eligible for VHAP coverage.

The State of Vermont Agency of Human Services determines eligibility for VHAP in accordance with the provisions of its State Plan for Medical Assistance. All eligibility determinations, including denials, are binding on the Contractor. Utilization statistics for non-VHAP eligible inpatient hospital services for Calendar Year 2003 are included in Appendix 5.5.

The Contractor must have contracts or written agreements in place with hospitals for both inpatient and outpatient services and must negotiate payment rates with these facilities that will be adequate enough to ensure the provision of services to the incarcerated population. The contractor will be responsible for all costs not covered by Medicaid, VHAP or other payers.

All payments to hospitals should be made within 45 days of the Contractor's receipt of the claim. Failure to promptly reconcile and pay hospital claims shall be grounds for contract termination. All hospital claims thirty (45) days or more in arrears shall be reported to the DOC as a part of the Contractor's monthly quality improvement reporting.

2.13 Infirmary/ Sheltered Housing Unit Services

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

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

See appendix for location and description of facilities and levels of care provided. Contractor shall staff and utilize the infirmary, observation, convalescent and sheltered housing beds in a manner consistent with NCCHC standards, principles and practice for the identified area, and in response to specific requests of the Health Services Division.

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

1. Twenty-four (24) hours a day direct nursing observation will include daily or more frequent (if medically indicated) recording of vital signs and nurses' notes, based on the inmate's condition and physician order.
Inmates will always be able to gain a health care professional's attention, either through visual or auditory signals.

2. Admission to, and discharges from infirmary status will be controlled by the Contractor's Medical Director or designee.

3. A physician will be available by telephone twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year.

4. All nursing services will be under the direction of a Nurse Manager, who will be on-site forty (40) hours per week. Staffing levels will be appropriate for the number of inmates, the severity of their illnesses and the level of care required for each, but no less than the staffing reflected in Attachment H. Nurse manager shall work collaboratively with the Medical Director, DOC and other contractor staff. The Nurse Manager's decisions shall at no time supersede or be substituted for that of the Medical Director regarding inmate medical needs.

5. Contractor's staff will initiate a separate and complete infirmary medical record upon admission and incorporate it into the inmate's health care record upon discharge. The record will include:

• admitting orders that include the admitting diagnosis, medication, diet, activity restrictions, any required diagnostic tests, and the frequency of vital sign follow-up;
• a complete documentation of the care and treatment given;
• the medication administration record; and
• a discharge plan and discharge notes.

6. Contractor will develop a manual of infirmary nursing policies and procedures. The manual will be consistent with the Vermont's Nurse Practice Act and licensing requirements and approved by the Health Services Director or designee.

7. The health care staff, in conjunction with Facility Superintendent, will be responsible for ensuring that the infirmary area is clean and safe for the provision of health care services.

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

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

2.14 Intermediate Care Unit and Secure Care Unit Services

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

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

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

In collaboration with the DOC Chief Mental Health Officer, contractor shall provide mental health services to inmates residing in these units including, but not limited to:

1. Admissions to, and discharges from, the units, will occur under the direction of the Medical Director in collaboration with the facility Superintendent and DOC Health Services Division.

2. Availability of a psychiatrist/advanced practice nurse practitioner by telephone twenty-four (24) hours per day, seven (7) days per week.

3. Delivery of a range of mental health services including psychiatric, clinical and group services directed at improving the management of mental health symptoms, increasing emotional regulation, reducing self harm and improving adjustment to the incarcerated environment.

4. Staffing levels will be appropriate for the number of inmates, the severity of their illnesses and the level of care required for each.

5. A complete record will be initiated upon admission and incorporated into the inmate's health record upon discharge. The record will include at a minimum the following:
   - Reason for admission, including any immediate precipitants,
   - Diagnosis, medications, activity and property restrictions
   - Complete documentation of the care and treatment given, including but

not limited to assessments of risk and special observation status
- Documentation of discussion or consultation with the treatment team, consultants, and others involved in the inmate's care.
- Treatment plans appropriate to the inmate's needs and care during his/her resident in such unit, and
- Discharge plan and discharge notes.

6. Services will be provided according to guidelines, policies, and procedures which will be made available.

7. Coordination of substance abuse and risk prevention program services, as appropriate.

2.15 Services for Incapacitated Persons (See appendix for Incapacitated persons Directive)

Approximately 1600 incapacitated individuals are brought annually to DOC facilities for screening and observation. Transfer to DOC from the community should occur only after medical clearance by designated community providers has been obtained, including all required signatures.

The Contractor shall provide services to these persons in accordance with policies and procedures as written by DOC for services mandated by the State Statute. (see link)

The Contractor's responsibility to incapacitated persons brought to a correctional facility is to provide an initial medical screening and assistance in the event of an emergency.

DOC security staff may request screening and other services from mental health providers as well.

2.16 Health Improvement and Disease Prevention

Healthy Lifestyle Promotion

The concepts of health promotion and disease prevention should be inherent in the delivery of a comprehensive health program to the inmate population. The contractor will provide for a dedicated health educator position. The contractor will provide health promotion and disease prevention activities for the offender population. These activities will include:

- nursing/provider health education during individual encounters,
- the availability of health education-related consultation with a health educator for the offender and for medical staff, and
- the delivery of facility-based health education groups.

The health educator will collaborate with the DOC Health Services Division in development, delivery, and evaluation of the facility-based health education groups. The contractor will also collaborate with community-based health education resources.

The Contractor shall include a detailed description of its health improvement and disease prevention program in its CQI program description.

Continuity of Care

NCCHC essential standard P-E-12
Contractors must pay particular attention to this standard as it provides a foundation for many of the services which are being requested under this contract.
DOC has an expectation that appropriate forms and other means of documentation will be developed during the implementation phase to demonstrate that the contractor is adherent to principles of care stated and implied by the compliance indicators.

2.17 Facility-level Operations for Care Continuity

DOC expects that facility-level organizational structures, defined key medical staff roles, and well described service delivery processes will contribute to care continuity. Therefore the Contractor is required to demonstrate and implement the following:
1. Daily shift reporting system which will alert staff and provide other "watchful" information:
a) Inmates experiencing acute problems
b) Inmates needing follow-up from an outside consultation
c) Inmates needing care before their scheduled office/surgical referral
d) Inmates needing increased observation (i.e., detoxing inmates)
2. Daily Assignment Duties for Staff to provide for assigned functional role duties, accountability and work day expectations
3. Health service organizational structure clearly outlining position reporting and unit leadership duties
4. Daily, weekly, monthly health services processes and documentation logs with noted staff assignments. These include:
a) Nurse rounds in Booking every 2 hours
b) Sick call follow-ups and call backs
c) Lab results to inmates as needed
d) Scheduled staff participation in discharge for medical care needs upon release
e) Inmate appointments for chronic disease clinics as well as to review medical findings consult information and treatment options

2.18 Chronic and Convalescent Care

In providing health services to the State's incarcerated population, Contractor must recognize that there are incarcerated individuals who require chronic and/or convalescent treatment. It is the State's expectation that the Contractor will provide these services in a manner that incorporates principles of care and disease management for complex cases (see Section 2.14.2 below) and that will also serve to promote both maximum progress toward identified goals and healing.

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

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

Contractor personnel will utilize a chronic disease model and develop where needed appropriate encounter forms as described in Appendix 1 of the NCCHC 2008 standards. As per NCCHC standards "patients should be identified and enrolled in a chronic disease program". National clinical guidelines should be used for guiding the management of chronic diseases including but not limited to:

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

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

Inmates in chronic disease clinics must be seen at a minimum every 90 days or if the condition or disease is determined to be stable a request must be made to and approved by the Regional Medical or Mental Health Director to increase the interval to 6 months. A list shall be sent to DOC Health Services relative to those individuals changed to 6 months review.

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

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

2.17.1 Care Management of Complex Cases

Active care management is essential for ensuring that inmates with complex medical, mental health and/or social needs receive necessary services in an effective and coordinated manner. The Contractor will have a uniform, standardized system in place within the facilities for identifying inmates who may be in need of active care management and will provide this care management for inmates who are deemed eligible.

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

Care managers will have appropriate education and training for their duties and be responsible for all of the following:

1. Performing a needs assessment and developing individual treatment plans (under the supervision of a physician, as appropriate) that address, as applicable, diet, exercise, medication, type and frequency of medical follow-up and adjustment of treatment modality.

2. Monitoring inpatient hospitalizations and conducting discharge planning from both the hospital and/or facility.

3. Coordinating post-discharge follow-up services, including those provided in non-acute settings such as rehabilitation facilities and nursing homes.

Care managers will also be responsible for ascertaining whether an inmate has health insurance from any source, including individual or employer-sponsored coverage (self, spouse and/or family), automobile coverage (if admitted with vehicle-related injuries), military coverage (TRICARE), Veterans Administration, Medicaid, or Medicare. If so, the case manager will document the name of the insurer, coverage type, group/policy number, expiration date, and other information necessary for filing a claim. The Contractor then will pursue collection on the State’s behalf.

If an inmate does not have any other insurance covering health care services, the Contractor will assist the inmate in completing a VHAP (Medicaid) application to be signed and placed in the inmate’s health record.

To the extent possible, with or without third party reimbursement, the Contractor shall attempt to coordinate with community providers who treated the inmate prior to incarceration. In these cases where third party reimbursement is available, inmates shall be encourage, but not required, to sign insurance claim forms.

2.19Contractor's Role in the Suicide and Self –Injury Prevention Program

Multiple corrections' disciplines (security, physical health care, and mental health care) play an important role in suicide and self-injury prevention. These roles must be coordinated in terms of philosophy and in operations. The Contractor has a role to play and shall have policies and procedures that are aligned with DOC philosophy, Directives and policy.

Contractor must coordinate with the State and its agents in the delivery of a comprehensive suicide and self-injury prevention program designed to identify, respond to, monitor, and treat suicidal and self-injurious inmates and to reduce the incidence of self injury and suicide attempts. The suicide and self-injury prevention program must include written policies and procedures that address key components of the program. Key components, at a minimum, include those defined by NCCHC essential standard P-G-05; MH-G-04, as follows:

Training
Identification
Referral
Evaluation
Housing
Monitoring
Communication
Intervention
Notification
Reporting
Review
Critical Incident Debriefing

Contractor must perform quality monitoring activities at least twice annually in order to assess adherence to the program.

2.20 Communication on Special Needs

Communication is vital in order to facilitate accurate classification of inmates and improving treatment planning which is important for protecting the health and safety of the inmate, other inmates and staff.

In accordance with applicable HIPPA guidelines, health and facility administration will communicate about inmates who are:

a) chronically ill;
b) on dialysis;
c) adolescents in adult facilities;
d) infected with serious communicable diseases

e) physically disabled;
f) diagnosed with traumatic brain injury;
g) pregnant;
h) frail or elderly;
i) terminally ill;
j) mentally ill/SFI or suicidal; or

2.21 Special Needs Treatment Plans

The Contractor will develop and maintain treatment plans for inmates with special needs as listed in 2.14.4. These treatment plans will include, at a minimum:

a) the frequency of follow-up for medical evaluation and adjustment of treatment modality;
b) the type and frequency of diagnostic testing and therapeutic regimens; and
c) instructions about diet, exercise, adaptation to the correctional environment, and medications, when appropriate.

a) the special risks and adjustment needs relevant to such inmates
b) treatment to ameliorate special risks and adjustment difficulties during incarceration,
c) the frequency of follow-up for mental health medical evaluation and adjustment of treatment modality;

Special needs will be listed on the master problem list in each inmate's medical record. The Contractor will maintain an ongoing list of special needs inmates, and will be required to share this information with facility administration and the Department of Corrections Health Serivces Director.

2.22 Contractor's Role in Review for Facility Placement

DOC maintains contracts for the provision of correctional housing units outside the State of Vermont. The Contractor will review the records of inmates proposed to be transferred to these units, and assess the appropriateness of each transfer using forms and protocols established by DOC. This review and documentation must be completed in a timely fashion at each site. All mental and medical health clinical staff will be trained in conducting these reviews, and the quality of review for out of state or work camp transfer will be included in regular quality assurance activities.

2.23 Care of the Terminally Ill

Definitions used in this section relative to the care for the terminally ill shall be as stated in NCCHC important standard P-G-11 or if different from either a DOC Directive (# 353) or State standard as so noted in those.
Important terms/definitions include:

1. terminally ill

2. hospice program
3. early release
4. compassionate release
5. palliative care
6. advanced directive

Care of the terminally ill incarcerated patient should resemble as closely as possible that which is provided in the community. DOC supports the inclusion in this contract of plans for the development of a new Hospice Program or continuation of the one currently existing under PHS (any continuation would be with regard to legal constraints placed on use of a proprietary program).

The Contractor shall coordinate with the Department and community organizations in the coordination and delivery of hospice services to inmates. The hospice care units will be located at the Southern State and Northwest Correctional Facilities in Springfield, and ST Albans Vermont respectively. The Contractor's Medical Director will oversee the care of all hospice patients and will coordinate with DOC and community organizations with expertise in provision of hospice services regarding all aspects of care for these inmates.

The Contractor's staff working in the hospice program should be qualified health care professionals with training in basic hospice theory and techniques. The Contractor shall ensure that enrollment in the program is an inmate's informed choice and that an independent evaluation by a physician not directly involved in the inmate's care is completed prior to enrollment. The Contractor's Medical Director will approve all transfers to the hospice unit.

DOC Health Services Director must be notified when an inmate is placed on Hospice status-preferably notification shall have been given as part of the weekly update of critically or seriously ill inmates.

Requests for compassionate release should be processed as per DOC Directive # 373. DOC Health Services Director must be notified immediately when Compassionate Furlough is being considered.

Deaths in custody will be handled as per DOC Directive # 353

2.24 Diagnosis, Consultation and Treatment

Contractor's health delivery systems will be designed to allow the Psychiatrist, advanced practice nurse, or physician time to concentrate on those inmates with significant health conditions. Contractor shall provide follow-up and treatment for health problems identified by screening or diagnostic tests.

When appropriate, nursing or allied mental health professional protocols will be implemented. If an inmate's health condition cannot be appropriately addressed with a

nursing or allied mental health professional protocol, the inmate will be referred to the Medical Director, psychiatrist or advanced practice nurse.

Contractor's Medical Director(s) and DOC's Chief of Mental Health and Health Services Director will be available for second opinions and to review consultation requests. Contractor shall coordinate all necessary hospitalization, monitoring, diagnostic testing, prescriptions and specialty consultations to appropriately address an inmate's health condition.

2.25 Obstetric and Gynecology Services

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

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

If the inmate is determined to have a high risk pregnancy the contractor's Medical Director in consultation with the DOC Medical Director will select the most appropriate high risk obstetrical provider and hospital to use (currently high-risk inmates are seen at FAHC Comprehensive Obstetrical Clinic). The contractor will provide services through contract to assure that women addicted to opiates receive the care and services most likely to assure the safety of the woman and fetus.

The contractor will develop, implement policies and procedures and provide staff training which will support the provision of safe, timely, appropriate prenatal and post-partum care; and when appropriate specialized obstetrical services.

Currently basic OBGYN services are provided on site by a contracted community OB Gyn doctor. DOC is interested in having these services continued and possibly extended to include other services (i.e., colposcopy).

The contractor will provide for routine women's health care in keeping with a designated set of National Guidelines to include annual Pap and breast exams. Annual mammograms will be provided to all inmates age 40 years or older. The contractor will provide staff trained in women's healthcare and familiar with the health care needs of women across the life years.

2.26 Specialty Outpatient Services

Contractor shall develop a network of qualified medical specialists to provide inmates with necessary access to necessary health services. Contractor shall enter into written agreements with said specialists who practice in the local areas.

Contractor shall provide the DOC Health Services Director with a list of all specialists to be utilized. The contractor shall update this list quarterly For HIV-positive inmates, treatment may be coordinated through the Infectious Diseases Unit at Fletcher Allen Health Care or other community provider specializing in the care of Infectious diseases. The Contractor shall make every reasonable effort to comply with the clinical management protocols for inmates who are HIV-positive, as directed by the Infectious Diseases providers, including provision of pharma-co logic therapy, as clinically indicated.

Disputes over specifics of inmate care shall be resolved by the DOC's Medical Director. The Contractor shall facilitate transitional care for inmates with HIV/AIDS who are being released from the correctional system.

Contractor shall arrange whenever possible for qualified medical specialists to visit the facilities so that inmates may be maintained within the security of the facility. If necessary, an outside referral will be made for services that cannot be provided at the facility.

To the degree possible, diagnostic testing will be performed on-site. A referral process will be initiated to provide specialists with all pertinent information necessary for timely diagnosis and treatment. The medical specialist will receive diagnostic testing results, substantive patient history and clinical findings, in the form of a written referral . Every effort should be made to send pertinent information prior to the inmate's consultation.

Contractor shall be responsible for scheduling, authorizing and coordinating all specialty services. Contractor will coordinate the movement of inmates to off-site appointments with the DOC superintendents and/or their designees.

All inmates returning from outside hospital stays or clinic visits will be seen by a medical professional in a *timely fashion following return. The purposes of this visit are as follows :

- discussion between the provider and inmate of the outcome of the visit
- ascertaining the inmate's understanding of information given to him/her
- to determine if further visits or diagnostic testing has been advised
- to review any available consult notes

A progress note regarding the visit will be documented in the inmate's health record. Contractor shall ensure that an inmate's medical chart accurately reflects and documents services provided by the outside health care provider(s).

*The contractor should submit a plan for DOC's approval with detailed timelines which shall address the need for timely follow-up visits to occur after lab or other diagnostics; outpatient visits including ER; and all hospital admissions.

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

In the event the State provides more than one hundred (100) inmate trips Statewide for medical purposes of a non-emergent nature in any calendar month, a sum twice the equivalent of the actual incurred costs for the additional trips (over 100) will be assessed against the gross monthly payment due to the Contractor. (Note – this standard is repeated under the "Performance Guarantees" section of Chapter Two.)

2.27 Ancillary Services

Contractor shall establish and maintain a comprehensive range of ancillary support services. Contractor shall identify the need, coordinate and pay for all supporting diagnostic examinations, both inside and outside the State correctional facilities. All subcontractors will be required to meet State and local licensure requirements and provide proof of professional liability insurance.

2.27.1 Laboratory Services

Contractor shall contract with a laboratory to provide diagnostic testing. Laboratory testing will include:

1. routine, special chemistry and toxicology analysis.
2. the Laboratory service will meet all State of Vermont requirements for medical pathology
3. All services provided shall meet standards set forth by the American College of Pathology.
4. Services will include timely pickup and delivery, and accurate reporting within a reasonable time frame with provisions for "stat" labs as necessary.
5. All lab work which shall be made available through 'stat' testing will be clearly detailed.
6. All lab work for which 'critical values' are typically reported shall be detailed by the lab.
7. the contractor shall assure that appropriate policies and procedures for reporting stat and critical values as well as other non-routine lab work are in place at implementation of this contract.
8. the contractor must assure that all staff are trained in said policies and procedures
9. The laboratory must also meet all requirements of the State of Vermont for HIV specimen handling, testing and reporting.

10. A log will be maintained to document the type and number of specimens sent, and those returned.
11. A lost specimen will be reported immediately, so that the lab test may be repeated.
12. A physician will review, date and initial laboratory results in a timely fashion
13. Provisions shall be made for timely review of lab/diagnostics in the event of provider absence
14. Once reviewed, the results will be filed in the inmate's health record the inmate will be informed of the results in a timely fashion.
15. When discrepancies exist the physician will reevaluate the inmate and re-order the laboratory tests as appropriate.
16. Each month the laboratory will provide the Contractor with an itemized statement of the services rendered the prior month.
17. Contractor shall establish a policy and procedures manual for all laboratory testing performed on-site.
18. Laboratory testing performed on-site or off-site will be in compliance with the Clinical Laboratory Improvement Amendments (CLIA) of 1988.
19. The laboratory service will meet all State of Vermont requirements for medical pathology.

2.27.2 Radiology Services

The following will apply:

Inmates will be referred off-site for most procedures. X-ray equipment is available for routine films at Southern State Correctional Facility. A board-certified radiologist will read the studies in a timely manner. All radiology reports must be documented and maintained in the inmate's health record. The provider or an appropriate provider designee will provide follow up for the inmate to discuss all results. An RN may be used to provide the inmate with results of normal/routine x-rays but this visit should not replace follow up with a medical provider. The Contractor's site-Medical Director or medical designee will review, initial and date all radiology reports.
Documentation of the discussion with the inmate and provider regarding x-ray results will be noted in the medical record as a progress note.

A verbal notification of all positive findings will be furnished to the Medical Director or his/her designee within three (3) working days; this verbal notification is to be followed up by a written notice of findings within ten (10) working days.

2.27.3 EKG Services

Contractor shall provide EKG services and necessary EKG equipment. The EKG contract will provide for immediate reading and reporting of results of EKG. Nursing personnel will receive in-service training related to EKG services.

2.28 Diet Therapy

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

Special diets will be available to inmates when medically indicated and prescribed by a physician. The contractor staff should refrain from ordering unnecessary diets on the basis of inmate reports of "allergies". It is the expectation of DOC that special diets including those based on "allergies" will only be ordered after careful review of the need. This review will include a face to face discussion with the inmate in which relevant past or present history can be obtained. Diets ordered pending medical review will not exceed 72 hours or 3 business days-at which time the medical provider must write an order.

In cases where a special diet is required the Contractor personnel will complete a Therapeutic Diet Order form and forward it to dietary services. The order will include the type of diet and the duration for which the diet is to be provided. The inmate's orientation to the therapeutic diet will be documented in the health record.

In accordance with NCCHC standards, Contractor shall coordinate reviews by a registered dietitian of all cases for which a therapeutic diet has been ordered at least every six (6) months.

2.29 Medical Prosthetics

Contractor shall establish contracts with local prosthetic companies to provide prosthetic devices to inmates as medically indicated. The contract will require the company representative to make preliminary measurements and fittings on-site. Prosthetics will be chosen according to community standards and/or will conform to security requirements of the Vermont Department of Corrections.

2.30 Optical Services

Contractor shall identify the need, schedule, coordinate and pay for the dispensing, evaluation, and fitting services of an optometrist. Inmates requesting health services for visual problems will be evaluated using the Snellen eye chart by nursing personnel. If a visual deficiency beyond 20/40 is identified, the inmate will be referred to Contractor's optical service provider.

Contractor shall provide one (1) set of eyeglasses to inmates if prescribed and deemed necessary by the optometrist. Inmates requiring treatment and services beyond the scope of services offered on-site will be transported to specialists in the community. Inmates shall be eligible to receive follow-up eye exams every two (2) years.

Contact lenses and tinted lenses will be provided by the Contractor only in response to a verified medical need and not for cosmetic purposes.
The Contractor shall not provide replacement eyeglasses more frequently than every two years. If the eyeglasses are lost or damaged due to the inmate's negligence, he/she will be responsible for the cost of replacement. The Contractor will only provide a replacement when the need occurs through no fault of the inmate.
All monocular inmates must be offered referral to the optometrist for discussion of vision preservation without regard for visual acuity at intake.

2.31 Pharmaceuticals

2.31.1 General

Contractor shall provide a total pharmaceutical system which is sufficient to meet the needs of the Vermont Department of Corrections. Contractor also shall be responsible for the acquisition, storage and administration of drugs. Policies, procedures and practices addressing pharmaceuticals will be in compliance with all applicable state and federal regulations regarding dispensing, administering, and procuring pharmaceuticals.

A cost-effective agreement with a pharmaceutical vendor will be established. Vermont DOC reserves the right to require Contractor to use State of Vermont contract for medications, if applicable. If an agreement is established with a national vendor, a contract will also be established with local pharmacies to provide timely access to all medications.

The pharmaceutical system will have the following components:

1. Medication ordered by a qualified provider (physician, psychiatrist, nurse practitioner, dentist) will be appropriately labeled and will be in unit-dose or other DOC approved packaging.

2. A pharmaceutical inventory will be established to facilitate the initiation of pharmaceutical therapy upon the physician's order. An inventory control system will be implemented to ensure the availability of necessary and commonly prescribed medications, and to protect against the loss of pharmaceuticals. All pharmaceuticals will be prepared, maintained and stored under secure conditions.

3. An adequate and proper supply of antidotes and emergency medications will be available.

4. Addictive, abusable, and/or psychotropic medication will be administered in crushed or liquid form, when indicated.

5. Monthly quality improvement (QI) monitoring of medication administration records and physician prescribing reports. Quarterly reviews will be completed by a consulting pharmacist using a Pharmacy & Therapeutics (P&T) format.

6. Compliance with security and training requirements of each facility and the Department of Corrections.

7. An automatic stop order system for certain categories of drugs (i.e., antibiotics, controlled substances, pain medications, all sedative-hypnotics).

8. The use of generic brand medications whenever possible, unless otherwise specified by the prescribing provider.

9. The physician/ NP/PA/ psychiatrist/advanced practice nurse will evaluate each inmate prior to re-ordering medications and document the rationale for discontinuing or continuing the medication.

10.Prescribers will adhere to best practice guidelines relevant to their area of practice related to the prescribing , follow-up and documentation of patient response to medications . DOC may require additional or alternate documentation as well.

11. The contractor must provide written protocols for treatment of conditions requiring chronic use of narcotic prescriptions; these protocols should describe evaluation and management using a step-wise approach to pain control. The protocols shall be evidence based and include where available state guidelines.

2.31.2 Pharmaceutical Compliance and Utilization Reporting

Contractor will maintain a formulary consistent with the Vermont Medicaid formulary listing the available medications. The formulary must be submitted to the DOC's Medical Director or designee for review and approval before being implemented.

Compliance with the formulary will be mandatory unless the Contractor's Medical Director determines that the most effective treatment is with a non-formulary medication, in which case the medication will be made available to the inmate. Non-formulary medications will be obtained by completing a non-formulary request form. DOC HSD may request in special cases a formulary over-ride.

The Contractor will be responsible for monitoring the use and availability of all pharmaceuticals. Specifically, the Contractor must ensure availability of all pharmaceuticals that are part of an inmate's treatment plan, and shall report all occurrences of drug unavailability as a part of its monthly CQI reporting. The Contractor is subject to performance penalty of $1,000 for every occurrence of not providing pharmaceutical drugs within two (2) hours of the date and time medication is scheduled to be dispensed for an inmate's ongoing treatment plan (e.g., insulin for insulin dependent diabetics, protease inhibitors or other specific medications for HIV/AIDS patients, etc.). For newly ordered prescriptions, Contractor may also be penalized if prescriptions are not delivered within forty-eight (48) hours of order receipt, from Monday through Friday and

seventy-two (72) hours from Saturday through Sunday, or within one (1) hour of receipt of a "stat" provider's order for stock medications and two (2) hours for medications not on hand (See Chapter Five, Section Q – Performance Guarantees).

Contractor shall report drug utilization data to DOC Health services Director on a monthly basis and perform quality improvement monitoring and tracking of physicians' prescriptive data to provide for safe, cost-effective and efficient pharmacy services. Contractor will provide separate monthly reports on the utilization by mental health and physical health providers.

2.31.3 Medications for Work Release Inmates

Contractor shall ensure that work release inmates have access to all necessary medications. Contractor shall make every effort to provide medications at a DOC facility, but may provide medications on a keep on person basis in accord with DOC policy and procedures.

Contractor will work with the DOC to develop a specific policy and procedure for dispensing medications to work release inmates.

2.31.4 Methadone and Buprenorphine at DOC Facilities

Contractor shall provide physicians certified to dispense Buprenorphine as part of its narcotic withdrawal/short-term modified Medication Assisted Therapy (MAT) program at DOC facilities. Contractor shall comply with DOC policy on MAT.

Contractor shall work with the DOC and it Mental Health Provider to ensure that methadone facilitation is available to inmates, as determined by and in agreement with the DOC policy.

2.32 Medication Administration

The Contractor shall maintain a medication administration system which meets the Vermont Department of Corrections' needs. Once a medication order has been written, nursing personnel will transcribe the order onto the medication administration record and inform the pharmacy of the medication order. If the prescribed medication is available in the stock supply, the medication therapy will be initiated on the next medication round. All medications ordered "stat" will be obtained and administered within one (1) hour.

Medication will be administered to inmates by nurses or other authorized personnel two (2) times daily or as ordered. Medications will be delivered as safely and expeditiously as possible during pre-determined times that shall be in keeping with the need to operate DOC facilities in a safe and orderly fashion; alternative arrangements are authorized by the Medical Director. Contractor may implement with DOC approval the State's self-carry protocol in facilities where it is not in use. Inmates will have access to over-the-counter medications during scheduled medication rounds.

The administration of each medication will be documented on a medication administration record. Documentation on the medication administration record will clearly indicate those instances when an inmate refuses a medication or is not available to receive a medication. Medication administration times will be adjusted to meet the needs of inmates who participate in work details or classes. If an inmate refuses or misses medication line a specific medication three (3) times, the inmate will be counseled and required to sign a refusal form. Inmates who continue to be non-adherent will be referred to a medical or mental health provider for counseling prior to discontinuation of the medication.
Psychiatric medications should not be discontinued until the inmate has met with mental health staff to discuss the reason for which medications were originally prescribed, and the risks of discontinuation, or until such time as the inmate has refused to participate in such a discussion.

Contractor should submit a written protocol for inmate refusal of medication

Keep on Person

Contractor will work with DOC to define and employ a limited self-medication Keep on Person (KOP) program. The KOP program ensures that inmates receive prescribed medications in a timely and appropriate manner, promotes health and training in self-care skill to inmates and uses nursing resources productively.

Direct Observed Therapy (DOT) will be prescribed as needed-this method must be accompanied by a visual mouth check.

Contractor's medication administration program shall contain internal controls to provide for re-order prior to the expiration of the initial order, if required. The system must ensure the provision of continuous pharmaceutical therapy.

2.33 Dental Services

The Contractor shall provide access to dental services in accordance and compliance with the following standards/rules and guidelines

- NCCHC standards for Prisons (2008)

- American Dental Association (ADA)
- Vermont Board of Dentistry
- Center for Disease Control (CDC) standards
- Occupational Safety and Health Administration standards
- DOH standards and other applicable VT state law

The contractor shall employ sufficient dentists and dental assistants to meet the needs of the Vermont correctional inmate census. All dentists must be licensed to practice in the State of Vermont and be otherwise appropriately trained and credentialed. A Dental

Director shall be hired for the purpose of providing clinical and operational oversight to the dental program.

Orientation and training for all dental staff is mandatory. Orientation and training will include the following:

- Dental Services in Corrections
- Infection control practices in the dental suite
- Operational requirements and Maintenance of the dental operatory
- Blood Borne Pathogens training including Exposure of Concern protocol
- Record-keeping including inventory control of sharps, tools and waste disposal, autoclave

All dental assistants must be supervised by the dentist with whom they work. They must undergo periodic performance evaluations as per Contractor personnel policy.
Dental assistants trained informally (OJT) must demonstrate proficiency with all job duties before they work without direct supervision by another trained and proficient dental assistant. Direct supervision will be provided for a minimum of 2 weeks or until such time as the 'trainee' has shown by direct observation and exam that he/she is proficient at performing all job duties and tasks required to provide patients services and maintain the operatory in a manner compliant with acceptable standard (ADA,CDC etc).

Contractor must provide; a manual of dental operations, a written general orientation for all dental staff as well as one specific to their job duties; detailed training guide; performance evaluation tool.

The Contractor's sub-contractor arrangements with dental providers shall be in conformance with Vermont Statute 26 V.S.A. Chapter 13 § 722 (See appendix).

Contractor shall provide on-site dental services which include preventive and restorative care. The Contractor will provide a schedule, by facility, to the DOC with the hours that dentists will be on-site actually seeing patients (i.e., exclusive **of time used for set-up** and dismantlement of equipment and for administrative activities). The hours across all facilities must equal at least eighty (80) hours per week.

The initial dental appraisal and instruction in oral hygiene will be conducted at the time of the initial health appraisal by trained registered nurses and within five (5) days of admission. The Contractor's provision of a dental screening for all referred inmates shall be conducted by a licensed dentist within timeframes established in the Settlement Agreement and NCCHC Standards, whichever may be shorter. If the Contractor is unable to provide on-site assessment, screening and/or treatment within these timeframes, inmates shall receive services through local community dentists, with costs for said services to be borne by the Contractor.

In the case of a re-admitted inmate who has received a dental examination within the past six (6) months, the Contractor shall assure that a licensed dentist determines the need for an additional dental evaluation. Nurses who provide dental screening and oral hygiene

instruction will receive in-service training from a licensed dentist under contract to or employed by the Contractor.

Inmates may request dental services by submitting a sick call request. The nurses will triage the requests and submit them to a licensed dentist. Inmates will be seen based on the list of dental priorities. Inmates who require treatment beyond the capabilities of the Contractor's licensed dentist will be referred to a dental specialist in the community.

Dental prostheses will be provided as determined to be necessary by the dentist using the established DOC protocol.

2.34 Medical Records

Contractor shall maintain a uniform, standardized problem-oriented health record at all sites, consistent with State regulations and NCCHC essential standards P-H-01 and 02. The health record will include medical, dental, chemical dependency, and mental health information, and will be stored separately from custody records.

Health records and reports are, and will remain, the property of the Vermont Department of Corrections. Information necessary for the classification, security and control of inmates will be shared with the appropriate Corrections personnel. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Contractor will provide the state with full and unrestricted access to and copies of the appropriate health records within the scope of legal and regulatory requirements and in accordance with the Vermont Department of Correction's policies, procedures and directives.

Health records for inmates at each facility must be maintained in a secure location consistent with the confidentiality and security needs of the institution. Health records shall be maintained in a confidential and HIPAA-compliant manner at all times, and the Contractor must ensure that all health records are kept secure and intact.

Health records for inmates transferred to other facilities within the State of Vermont must be securely transferred to the receiving facility within four hours of the inmates transfer.

At a minimum, the standardized health record shall contain the following information:

• Identifying information (i.e.. inmate name, identification number, date of birth, gender)
• Master Problem list containing medical and mental health diagnoses and treatments as well as known allergies this list will be maintained in the front of the medical record;
• Completed intake/receiving screening form;
• Health assessment form;
• Progress (SOAP) notes of all significant findings, diagnoses, treatments and referrals;
• Provider orders;
- Signed Documentation that the ADA policy has been explained to the inmate
• Accommodations requested by and offered to inmates with special needs;
• Results of screenings and assessments and treatment plans developed to address

substance abuse and addiction issues;
• Inmate requests for health services, including illnesses and injuries;
• Medication administration records;
• Reports of laboratory, radiology and other diagnostic studies;
• Informed consent and refusal forms;
• Release of information forms;
• Place, date and time of health encounters;
• The health providers name and title;
• Hospital reports and discharge summaries;
• Intra-system and inter-system transfer summaries;
• Specialized treatment plans and evidence of review and revision of treatment plans at regular and appropriate intervals;
• Consultation forms;
• Health Services reports;
• Immunization records, if applicable
• Inmate medical grievance forms; and
• Documentation of all medical, dental and mental health services provided, whether from inside or outside the facility.

- Any assessment of suicide or self harm risk, or assessment of special observation status;
- Documentation of discussion by the treatment team related to this inmate;
- Documentation of any significant discussion or consultation of or by other medical or mental health professionals, family members, or specialty providers

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

The Contractor must ensure that health records are kept current. Each encounter between a health care provider and an inmate must be documented in the health record by the end of each staff shift to ensure that the providers coming onto the next shift are aware of the medical status of any inmate treated during the prior shift.

The health records of discharged inmates will be maintained in accordance with the laws of the State of Vermont and policies of the Department of Corrections. Pre-existing health records will be incorporated into the new health record upon an inmate's return to the Vermont Department of Corrections from both the community as well as from out of state facilities.

An inmate's health record will be available for reference during health and mental health encounters. Documentation will be in the SOAP format, legible and completed with the date, time and place of the encounter, and will have the provider's name, inmate's name, and date on each page that is used. The health provider's signature and title will be recorded for each encounter.

Each form and document in the health record shall contain identification information including the inmate's name, race, sex, date of birth, personal identification number, and the name of the facility presently maintaining the inmate's health record on each page. All outside health services, such as laboratory results, or physician consultation reports, will be filed as part of each inmate's permanent health record.

VT DOC would like to introduce an electronic health record. At a minimum, contractors must commit to working with the DOC and the Vermont Department of Health to identify system requirements, conduct pilots, assist with development of implementation plans, and implement use of a system at all facilities according to the plans. Offerors should describe their e- record systems in response to question 34.
In the event that a system of electronic mental health record keeping is instituted by the contractor in coordination with DOC, the Contractor will insure that all staff members are trained to use this system appropriately within 60 days of the initial implementation

2.35 Issue and Grievance Process

The Contractor shall have policies and procedures for a formal process to respond to inmate issues. The contractor shall ensure that all inmates have access to this process. A standardized form shall be used for the filing of inmate issues. Inmates may request, and must be provided assistance, in completing the form.

The Contractor shall propose an issue resolution process that at a minimum:

- Includes policies and procedures that are consistent with the Department's policies and procedures;

The Nurse Manager shall be the initial but not final arbiter of all physical health issues and shall work with inmates to resolve complaints and issues. The designated mental health care provider shall be the initial but not final arbiter of all mental health issues and shall work with inmates to resolve complaints and issues.

All issues received by the Contractor must be entered into an automated issue log. The log must include at a minimum:

- the date the issue was filed
- the name and identification number of the inmate filing the issue
- the nature of the issue
- the categorization of the issue (routine or urgent)
- any investigation conducted by the Contractor
- the resolution of the issue

Inmates may file a formal grievance with the Department at any time. All routine and urgent grievances will be resolved by the Department in accordance with its policies and procedures. Urgent grievances are defined as those complaints that involve an immediate need on the part of the inmate for health care services to prevent permanent disability or

loss of bodily functions, or for severe pain. Urgent grievances shall be resolved in consultation with the Contractor's Medical Director or his/her designee.

The inmate will be notified in writing of the resolution of the grievance in accordance with Department policies and procedures.

The Contractor must provide monthly reports to the DOC on the number, categorization (routine or urgent), type and disposition of all issues it receives from inmates.

2.36 Treatment Protocols

The Contractor shall employ treatment protocols for common conditions in incarcerated populations. The treatment protocols should be designed and implemented to ensure appropriate utilization of clinically proven, cost effective
treatment modalities. The protocols should be further implemented in a manner that ensures that treatment is provided in a generally consistent manner for all inmates requiring medical care for a particular condition. The protocols used should be consistent with those of national level organizations that develop clinical protocols for their own use and as guides for others, (for example those developed by federally-qualified Health Maintenance Organizations, the New Hampshire Dartmouth Psychiatric Research Center and the National Association of State Mental Health Program Directors Research Institute, National Heart, Lung and Blood Institute, United States Preventive Services Task Force). The use of NCCHC clinical guidelines for chronic disease management in correctional institutions is also recommended.

2.37 Continuous Quality Improvement Program

Contractor shall implement a continuous quality improvement program (CQI), as set forth in NCCHC Standard P-A-06 (2008).

The comprehensive CQI program shall contain the following components:

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

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

All applicable reimbursements and penalties must be identified and reflected as an offset on Contractor's next-submitted invoice (See Performance Guarantee Section).
All CQI reports must be received within fifteen (15) working days from the close of each month. Failure by the Contractor to provide such reports within the prescribed time period will result in a penalty of $1,000.00 per month for each month that the report is not received. (Note – this standard is included under the "Performance Guarantees" section of this Chapter.)

The CQI program will be overseen by a QI Committee, which will be chaired by the Contractor's Medical Director. The QI Committee will meet monthly and will be attended by the nursing staff, dental staff, medical records personnel and Contractor administrative personnel. The QI Committee will review all reports prepared by the Contractor for the DOC.

The multi-disciplinary QI committee is also responsible for monitoring inmate health, the control and prevention of communicable diseases, and safety and sanitation in the facility environment. The primary purpose of the committee is to identify problems and opportunities for improvement, based upon the data collected in the monitoring process, including from inmate grievances. The Contractor shall develop a written Quality Improvement Manual that includes policies and procedures for all aspects of the QI program. A copy of the manual shall be provided to the DOC Medical Director thirty days prior to the start of service delivery under this contract. Updates to the manual shall be provided to the DOC Medical Director on a quarterly basis thereafter. The Contractor's QI manual will be used to provide in-service training to its staff.

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

DOC Quality Oversight and Performance Indicators

Currently DOC holds an MOU with the Department of Health to provide Quality Oversight activities. The MOU is not to be renewed and going forward DOC will contract with private consultants and use state personnel for Quality Oversight.

The Quality Oversight process will involve review of medical records using a minimum of 25 system-wide indicators to assess service quality. The quality audit will examine adherence to and compliance with the Contract, DOC standards, and NCCHC standards for both medical and mental health services.

Penalties will be assessed for failure to achieve a passing score on the medical records audits. Audits will begin at the start of the 7th month of contract implementation. Audits will proceed quarterly thereafter.

Each facility will undergo an audit of medical records- the number of charts audited will be determined. Audits will assess medical and mental health services separately.
Penalty= $100.00 per compliance indicator failed (equals score less than as described below)
Passing score – year one of the contract= 85% per indicator
Passing score each subsequent year= 90% aggregate score (includes all 25 indicators)
Total possible penalty per service provider =$2500.00 per quarterly audit

2.38 Interface with DOC's Mental Health Services Contractor

The Contractor shall establish procedures to ensure an ongoing interface with the DOC's mental health provider system if separate from the medical services contract. The Contractor shall designate a liaison to work with the mental health providers in establishing routine lines of communication and developing procedures to ensure that ongoing coordination of services occurs. The purpose of the interface between the parties is to ensure coordination of care occurs for inmates being treated for both physical and mental health problems. The Contractor shall establish treatment teams in conjunction with the mental health providers as appropriate and necessary to ensure an adequate level of care coordination.

2.39 Materials, Supplies and Equipment

Contractor shall provide all medical, dental and office supplies necessary for the provision of health services. Contractor shall provide all necessary supplies and equipment to carry out the terms of the contract. Supplies will include, but not be limited to: forms, books, health record folders and forms, pharmaceuticals, prosthetics, dental hand instruments, needles and sharps, special medical items, diagnostic devices, containers and medical waste receptacles, inmate education materials, personnel protective equipment, library of basic health reference books and program manuals at each site.

In addition, all necessary office equipment and supplies will be provided. Contractor shall make arrangements to have the necessary equipment and supplies delivered to the Vermont Department of Corrections' facilities within one (1) month of contract implementation (date service delivery begins).

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

2.39 Inventory Control

All syringes, needles and sharps will be stored and maintained within security regulations and guidelines set forth by DOC, NCCHC standards, VOSHA requirements, and CDC guidelines. The use of each needle, syringe or scalpel will be documented on a perpetual inventory record. All syringes, needles, sharps and dental instruments will be accounted for daily.

At each change of shift, two nurses will count all narcotics and any other items subject to abuse. If the count is correct, each nurse will sign the control record. The DOC Health Services Director, Contractor's Medical Director, Chief Nursing Officer and the State Correctional Facility Superintendent will be notified of all unaccounted-for discrepancies as soon as practicable, not to exceed twenty-four (24) hours.

2.41 Contaminated Waste

Contractor will be responsible for the disposal of all contaminated waste. This may include waste generated outside the facility while an inmate is on authorized absence. Contractor will contract with a company authorized to provide for the disposal of all biohazardous and contaminated waste. Biohazardous and contaminated waste will be maintained in accordance with the guidelines established by OSHA.

2.42 Staff Vaccinations and TB Testing

The Contractor is responsible for the provision and administration of Hepatitis B vaccine and TB testing items for use with security staff and/or other staff who are identified as being at significant risk of infection (as designated under the OSHA Blood borne Pathogens mandate). Contractor's nurses will administer these injections and tests, and will maintain appropriate documentation of their administration.

The Contractor's nurses will administer diphtheria-tetanus vaccines when: a) injuries require a booster, and b) on a preventative basis (every 10 years) to security staff.

If the Department opts for the capitated model, the costs for such services and the associated vaccines will be added to Contractor's monthly payment as an incidentals adjustment, based upon the offeror's accepted price for this service.

2.43 Coordination with the Department of Health

The Contractor will be required when necessary to coordinate and work collaboratively with the Vermont Department of Health. The Contractor will be expected to work collaboratively with the Department of Health in implementing programs or training modules approved by the HSD for delivery within the DOC. The Department may provide on-going guidance to the Contractor and DOC on a variety of issues including the following:

- Infection control,

- Detection and prevention of HIV/AIDS
- The dissemination of public health information and education for inmates and staff, Response to Public Health threats.

2.44 Administrative Services

2.44.1 Consultation

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

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

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

2.44.2 Licensure and Credentialing

The Contractor must ensure that all personnel are licensed, certified and/or registered in conformance with Vermont laws and regulatory requirements. The Contractor will be responsible for the cost of any education required to maintain licensure and credentialing.

The Contractor agrees to provide personnel information and to allow DOC to perform mandatory criminal background checks on any of the Contractor's personnel.

2.44.3 Other Operational and Financial Data Reporting

Contractor must submit a series of operational and financial reports, using report formats and transmission methods as defined in collaboration with DOC. All annual reporting shall be according to the State's Fiscal Year (July 1 to June 30). Most annual and quarterly reports are due from the Contractor and any subcontractors to the Department

of Corrections within 45 days after the end of each reporting period. Facility-specific operational and financial reports must be submitted, as well as an aggregated report for the entire system.

The State reserves the right to request additional or different reporting information from the Contractor throughout the term of the contract, on either an ad hoc or regular basis.

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

2.44.4 Operational Reports

Contractor shall prepare the following operational reports, using State-approved templates. These reports are due by the 15th of each month for the previous month.

Monthly

• Contractor Operational Variance Reports - Contractor shall compile a comparison by facility (as well as a summary report of all facilities) of projected vs. actual units of services provided, by service type. For all variances greater than 10 percent, an explanation of the negative or positive variance must accompany the report. The following are required in the variance reports:

- Number of receiving screenings, initial and annual history and physical examinations, initial dental screenings, and initial mental health evaluations processed in the period.

- Number (Non-overlapping) of units of other health care services rendered by major category of service (i.e., inpatient hospital days, outpatient hospital procedures, infirmary days, primary care provider encounters, specialist physician encounters, surgical procedures, pharmaceutical prescriptions dispensed, dental procedures, individual therapy sessions, group therapy sessions, pharmaceutical prescriptions written, etc.) during the period.

• Service Disposition/Lag Reports- Contractor shall report on the number of sick call requests received the number of requests not requiring a health encounter or denied, and the number of days from an inmate’s initial sick call request until a health encounter occurs.

2.44.5 QI reports, as described in Section 2.36.

Quarterly

2.44.6 External Physician Referral Reports - The number of referrals to outside physician providers by major specialty (cardiology, pulmonology, gastroenterology gynecology, neurology, nephrology, oncology and hematology, ophthalmology, urology, general surgeons, specialty surgeons, infectious diseases, orthopedics, rheumatology, endocrinology, and other) with associated diagnoses will be tracked and reported by the Contractor. Included in the report, will be the number of days from initial referral to an external provider until the encounter occurs.

2.44.7 External Facility/Other Providers Reports - The number of referrals to outside facility/other providers by type (hospitals, outpatient surgery centers, community and State hospitals, others) with associated diagnoses will be tracked and reported by the Contractor. Included in the report, will be the number of days from initial referral to an external provider until the service is rendered**.**

2.44.8 Dental Utilization Reports – The number of dental encounters by type (emergency
and routine) and facility, as well as the number of inmates on the dental service waiting list within each facility.

2.44.9 Inmate Patient Demographic Profile Report - A summary of inmate demographics under treatment (age, sex, race, etc.), along with the healthcare services delivered will be reported. Included in this report will be data specific to the chronic and convalescent populations, and the number of special needs/chronic treatment plans developed.

2.44.10 SMI Intermediate and Secure Units Admissions Reports - Number of admissions and days by diagnosis by unit.

2.44.11 Infirmary Admissions Reports - Number of infirmary admissions and days by diagnosis.

2.44.12 Inmate Complaints/Grievances - Summary of inmate complaints/grievances by category (urgent or routine), type and disposition. Data shall also be provided to DOC to enable it to determine if inmate grievances were resolved in a timely fashion.

244.13 Food Service Worker Clearance Reports - Number of inmate food service worker medical clearances performed.

2.44.14 Staff Vaccinations Reports - Number of staff vaccinations provided by type.

2.44.15 Caseload Reporting

Contractor shall maintain a continuous record of inmates currently receiving mental health services, including but not limited to the following information for each inmate:

- name, date of birth, and identification number
- current diagnosis including DSM codes

- Curent housing location including facility and unit
- Designation of serious mental illness or severe functional impairment
- Most recent psychiatric appointment and most recent treatment team review, and
- For inmates in segreated or restricted housing, the reason for placement in such housing, and the number of days of residence.

2.45 Financial Reporting

The Contractor will submit quarterly and annual financial statements, using state-furnished templates, which specifically report the Contractor's performance under its contract with the Department. The statements will be prepared in accordance with generally accepted accounting principles. In addition to the contract specific financial statements, the Contractor will also submit the entire organization's quarterly and annual financial statements. Quarterly reports are due 45 days after the close of the calendar quarter. Final annual financial statements are due 90 days after the close of the contract period.

Three months prior to the end of the initial contract term and each extension thereafter, the Contractor shall submit the next year's annual budget, including case load and service volume assumptions, annual cash plan and profit and loss statement to the State for review and approval for the following contract year.

2.46 Claims Processing

The Contractor must have a claims processing system that can accurately adjudicate all types of provider claims, including hospitals, physicians, ancillaries, etc. Pharmacy claims may be processed by the Contractor's pharmacy vendor. Clean claims must be processed within 30 days of receipt. The Contractor must have in place a process for specifying missing information when provider claims are denied due to incomplete status.

All claim denials must include detailed information on the reasons for the denial and the provider's right to appeal.

2.47 Performance Guarantees

2.47.1 NCCHC Accreditation

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

NCCHC. Any date within any calendar month will serve as the beginning and end dates and each inclusive month of non-accreditation will be assessed the penalty.

2.47.2 Trips for Outpatient Services

In the event the State provides more than one hundred (100) inmate trips Statewide for medical purposes of a non-emergent nature in any calendar month, a sum twice the equivalent of the actual incurred costs for the additional trips (over 100) will be assessed against the gross monthly payment due to the Contractor.

2.47.3 Access to Dental Services

Failure by the Contractor to meet dental staffing requirements or to adequately control the size of the waiting list for dental services will result in a financial penalty. The size of the penalty will be determined based on the extent to which the Contractor has failed to maintain adequate service accessibility. The Contractor shall provide access to dental services according to the following standards:

Urgent care: within 24 hours; and
Routine care: within 28 calendar days of the sick call request.
Inmates with true dental emergencies (i.e. facial fractures, uncontrolled bleeding, and infections not responsive to antibiotics) should receive immediate medical care, which may include emergency transportation to an inpatient facility.

2.47.4 Operational and Financial Reports

Failure by the Contractor to provide required operational and financial reports within prescribed time periods will result in a penalty of $1,000.00 per report per month for each month that any report is not received timely. The DOC, at its sole discretion, may permit additional time for the submission of required reports under extenuating circumstances beyond the Contractor's control.

2.47.5 Pharmaceutical Drug Availability

Failure to provide prescription drugs to inmates in accordance with the inmate's treatment plan will result in a penalty of $1,000 per occurrence. The Contractor shall report each instance of non-compliance as a part of its monthly CQI reporting.

2.47.6 Staffing Standards and Coverage

Failure by the Contractor to fill all positions in accordance with staffing standard coverage schedules shall result in penalty. The penalty structure shall be determined during contract negotiations. The contractor must submit with their proposal a plan which will demonstrate the manner in which costs will be contained for covering permanent staff positions with temporary staff whether Agency temp or traveler staff.

2.47.7 Sick Call Timelines

Contractor shall provide sick call services, in compliance with NCCHC standards, to allow the health care staff to provide same-day response to urgent inmate requests for health care services. Contractor will be charged $50 per each sick call request outstanding for more than forty-eight (48) hours of the request during a week day (Monday through Friday) Contractor shall make a good faith effort to meet the forty eight (48) hour standard from Saturday to Sunday, but consistent with the NCCHC standards for sick call response times, Contractor will be held to a maximum of seventy two (72) hours from Saturday to Sunday before a penalty will be taken.

2.47.8 Access to Specialty Services

Under no circumstances shall Contractor limit or delay access to specialty services for inmates identified as requiring this care. If the DOC believes that the Contractor is not providing specialty services in a timely fashion, the DOC's Health Services Director and the Contractor's Medical Director shall review and resolve all disputes. Should the resolution find in favor of the inmate's need for specialty services, the DOC Health Services Director and Contractor's Medical Director shall also agree upon a target date when services will commence. Failure by Contractor to provide access to these services on the target date may result in a penalty of $1,000 per day for every day after the target date until services commence. Failure to reach a resolution may result in a penalty of $5,000 per incident, and ultimately may be grounds for termination of contract.

2.47.9 Morbidity and Mortality Review Timeliness

Morbidity and Mortality events are also referred to as Serious Reportable events (SREs) and are defined in DOC QA/CQI procedures (see appendix)

The Contractor shall coordinate with the State in the acquisition and submission of all relevant information concerning the death or other SRE of any inmate within ten (10) working days of the death, unless extenuating circumstances require law enforcement investigation. This shall include preparation of mortality reviews and other requirements mandated by DOC, NCCHC standards, state policies, and state and federal laws. Should a law enforcement investigation be required, the DOC shall extend the timeframe for completion of the mortality review, notifying Contractor of the revised mortality review due date. Should Contractor fail to acquire and submit information before or on the due date, or meet NCCHC standards, state policies, state and federal laws governing mortality reviews, a penalty of up to $5,000 per occurrence may be taken.
The contractor staff shall participate in all morbidity (Serious reportable events) reviews, Root Cause Analyses (RCAs) upon DOC request and as otherwise stipulated.

Treatment Plan Development and Consistency of Services with Treatment Plan

Failure to develop an individualized treatment plan for each inmate diagnosed with serious mental illness shall result in a penalty of $500.00 per occurrence. Failure to

provide prescription drugs and/or other services in accordance with the inmate's treatment plan may result in a penalty of up to $500.00 per occurrence. The Contractor shall report each instance of non-compliance as a part of its monthly CQI reporting.

DOC will audit for compliance through it's quarterly medical records auditing (MRA) process

2.47.10 Penalty Adjustments

All performance guarantees penalties will be documented and discussed with Contractor prior to issuance of an adjusted payment by the state. If the Contractor disagrees with the findings with respect to these performance guarantees they may submit additional material in support of the standard having been met for review by the Health Services Director. The decision of the Health Services Director will be final.

2.48 Policies and Procedures

The Contractor shall develop site-specific policies and procedures, which will be reviewed annually by the Department. An electronic copy of each facilities policies and procedures should be sent to the DOC within 3 months after the start of health care delivery. These policies and procedures will be posted on the Department's website.

The Contractor's policies and procedures are subordinate to the Department's policies and procedures. The Department will review all Contractor policies and procedures to ensure compliance with all federal and state laws and regulations, NCCHC standards and all Department policies and procedures (including mental health policies and procedures).

As necessary, the Department will request changes to the Contractor's policies and procedures. Compliance with Department policies and procedures will be monitored through CQI reporting and through scheduled and unscheduled audits by DOC staff or external private contractors.

2.49 Nurse Training and Retention Program

The Contractor shall develop and implement a comprehensive nurse training program which will include specific portions whose focus shall be the retention of qualified staff. Specifically, employees will be required to complete a 30-day orientation period under supervision of an experienced employee. During the first two weeks of this orientation period, all new staff will be closely supervised and will not be on a shift by themselves.

All new staff will be required to complete a series of training modules which include an introduction to Vermont's correctional system, a review of DOC's policies and procedures (including mental health policies and protocols) and security training.

The Contractor shall provide all health care staff with paid time off to attend continuing education classes and training.

The Contractor shall develop an employee grievance resolution policy and process that provides all Contractor staff with a confidential forum to address work-related issues. The contractor shall provide a mechanism for confidential and anonymous reporting by all staff voluntarily terminating their employment with the contractor. Data derived from the report shall be made available to DOC HS Director or designee on a quarterly basis. The report shall contain information which may be used for purposes of program quality improvement at all levels.

2.50 Summary of Duties

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

Key Contractor Duties with description of service and requirements

Receiving Screen
Performed by health-trained or qualified health care personnel on all inmates within 24-hours of arrival to DOC facility

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

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

Treatment Protocols
The contractor will provide health services staff with training and access to protocols which will provide guidance in the evaluation and treatment of common health conditions. The protocols shall

Sick Call
Contractor's sick call system must conform to DOC, State and NCCHC standards

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

Emergency Services
Contractor must have physicians available on-call to provide 24-hour emergency services. Emergency care is defined by DOC and NCCHC guidelines

Infirmary and Special Housing Unit Services
Infirmary services include 24-hour/day nursing observation with physician consultation available 24-hours/day, seven days/wk

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

Dietary management

In accordance with NCCHC standards, Contractor shall coordinate reviews of all therapeutic diets at least every 6 months with a registered dietitian (2008, P-F-02, p. 86)

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

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

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

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

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

3. PROPOSAL SUBMISSION REQUIREMENTS

3.1 General

Each Offeror must be able to be licensed, bonded, insured and certified to do business in the State of Vermont by the time the contract is executed. The proposer and any subcontractors must furnish evidence of experience in providing Healthcare services. Preference will be given to proposers with experience with the correctional industry.

3.1.1 Acceptance of Proposals

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

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

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

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

3.1.2 Proposal Amendments and Rules for Withdrawal

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

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

3.1.3 Cost of Preparing Proposals

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

3.1.4 Disposition of Proposals

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

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

All material submitted by offerors becomes the property of the State of Vermont, which is under no obligation to return any material submitted by an offeror in response to this RFP. The State shall have the right to use all systems concepts, or adaptations of those ideas, contained in any proposal, and this right will not be affected by selection or rejection of the proposal.

3.1.5 Freedom of Information and Privacy Act

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

3.1.6 Vermont Tax ID Number

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

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

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

business, minority, and woman owned concerns that the Contractor finds to be consistent with the efficient performance of this contract.

3.1.8 Performance Bond Requirements

The selected Contractor must provide a performance bond of ten percent of the first year's contract amount within thirty days after notice of contract award. The performance bond may be in the form of a certified check made payable to the State of Vermont, or may be in the form of a surety bond from a company licensed to do business in the State of Vermont.

3.2 Submission Deadline and Address

Proposals must be received by the DOC no later than 2:00 PM ET on September 25, 2009. Offerors are encouraged to submit proposals prior to the deadline and to confirm the DOC's receipt of their proposal sufficiently in advance of the deadline in order that alternative delivery arrangements may be made, if necessary.

Proposals should be delivered to:
Health Services Division
Attn: Cheryl Gates
Department of Corrections
103 South Main Street
Waterbury, VT 05671-1001

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

The DOC will open all proposals at 2:00 PM ET on September 25, 2009 at which time the Department will acknowledge receipt of the offeror's proposal. The Department will post the list of prospective bidders on the DOC website.

3.3 Proposal Format

These instructions, formats and approaches for the development and presentation of proposal information are designed to ensure the submission of data essential to the understanding and comprehensive evaluation of the vendor's proposal. There is no intent to limit the content of the proposals or inhibit a presentation in other than the vendor's favor. The vendor may include such additional information or data as may be appropriate, but may not exclude any portion requested in this document.

Proposals must be submitted on single-sided (8 ½" by 11") paper without permanent binding; loose-leaf binding is permissible. Font size shall not be less than 10 point for any section, exhibit or appendix of the proposal. Any attachments or exhibits must be provided on letter size paper. Ink and paper colors must not prevent the entire proposal

from being photocopied. The use of divider tabs is required. Ring binders must be no larger than three (3) inches. If necessary, multiple volumes should be submitted.

Offerors must submit an original and seven copies of the proposal. The original must be clearly marked on the outside cover as such. All signatures in the original proposal should be in blue ink, to allow for easy verification that they are not photocopied. In addition, the Offerors must submit one (1) copy in electronic format (Word, Excel and/or PDF) on a CD or DVD.

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

DEPARTMENT OF CORRECTIONS PROPOSAL
RESPONSE TO HEALTH CARE SERVICES FOR INMATES RFP
(Name of Offeror)

3.4 Technical Proposal

3.4.1 Contents

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

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

Each of the eight major sections should be separately tabbed, for easy identification. Each of the sub-sections within section six, “Responses to Questions”, also should be tabbed. Every page of the technical proposal must be numbered sequentially, including attachments and appendices. (Note: the price proposal will be placed in a ninth section immediately behind the technical proposal; instructions for completing the price proposal are contained in Section 3.5.)

3.4.2 Transmittal Letter

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

A statement indicating that the vendor is a corporation or legal entity.

A statement that the offeror has read, understands, and is able and willing to comply with all standards and participation requirements described in the RFP. It must include a statement of acceptance, without qualification, of all terms and conditions outlined in this RFP. Any suggestions for alternate language, which the State is under no obligation to accept, must be clearly stated.

A statement identifying any subcontractor that will be used in their project. If a subcontractor is used, a transmittal letter must be signed by them indicating the scope of their work to be performed and their qualification.

A statement acknowledging the Customary State Contract provisions described in Appendix xxx.

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

A statement that the proposer had sole and complete responsibility for the completion of all services provided under the contract, including any and all subcontractors, except for those items specifically defined by as State responsibilities.

A statement that the proposal was developed independently, without collusion, conflict of interest, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to the proposal of any other offeror or competitor. In addition, the proposer must state the prices quoted have not been knowingly disclosed by the Offeror prior to award, either directly or indirectly, to any other proposer or competitor.

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

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

3.4.3 Executive Summary

The Executive Summary should provide an overview of the proposing organization and a general description of the approach to meeting the requirements of the RFP. The Executive Summary should be no longer than five single-spaced pages. It must briefly state your understanding of the project objective, and the role and responsibility of the vendor in meeting the objectives. Subcontractors must provide an Executive Summary as well.

3.4.4 Corporate Background and Experience

The offeror must complete Forms A - "Corporate Experience" and B – "Representations and Certifications", included in Appendix 5.4. The completed forms should be placed at the front of this section.

The offeror should also provide a narrative description of its business (corporate) organizational structure and relevant experience in providing health care services to detained and incarcerated populations in jails and prisons within the United States. As part of the description, the offeror should include a corporate organizational chart, showing the parent company and all subsidiaries, including the proposing organization (as applicable). Subcontractors must provide the same information required in Section 3.4.4.

If the proposer is a new offeror, it should further include an implementation plan describing the major activities to be performed, and their associated timelines, from date of contract award through February 1, 2010. The implementation plan should demonstrate that the offeror would be able to meet all contractual requirements by the contract effective date. Its scope should include, but is not limited to:

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

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

3.4.5 Financial Stability

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

3.4.6 References

The offeror must include three business references that demonstrate the offeror's prior experience in the areas for which services are being offered. The references must come from the list presented on Form A – "Experience". The offeror should identify the three

references to be contacted on a separate page, being certain to include telephone and fax numbers for the contact person. For each reference, the offeror should list any personnel proposed for the Vermont DOC contract who worked for the reference client. Offerors may not use Vermont DOC as a reference.
Subcontractors must provide the same information.

3.4.7 Key Personnel

The Offeror must complete Form C (see Appendix 5.3) – Key Personnel—identifying the individuals filling the following positions:
Chief Executive Officer
Chief Financial Officer
Chief Legal Counsel
Regional Vice President (person to whom Health Services Administrator reports)
Health Services Administrator for the Vermont contract
Medical Director
Nursing Director
Quality Improvement Director
Information Systems Director

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

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

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

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

Subcontractors must provide the same information as applicable.

3.4.7 Core Network Composition

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

Hospitals
Primary care physicians
Dentists
Specialist physicians
Pharmacy vendor

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

Physical Health

Lead physician for each correctional facility (one physician may cover multiple facilities; the total number should not be less than three and should not include the Medical Director)

Lead registered nurse for each correctional facility

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

Mental Health

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

Lead mental health professional for each correctional facility

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

Behind Form D, the offeror must include a contract signature page, letter of intent, or evidence of employment for each of the providers listed on page one of the form. The

signature pages/letters of intent should be inserted in the same order as the names appear on Form D. Offerors may format the letters of intent in any manner, as long as the language specifically references the DOC inmate population as the group being served.

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

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

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

Hiring of key personnel

3.4.7 Core Network Composition

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

Hospitals
Primary care physicians
Dentists
Specialist physicians
Pharmacy vendor

In addition, the offeror shall identify the persons filling the following positions:
Lead physician for each correctional facility (one physician may cover multiple facilities; the total number should not be less than three and should not include the Medical Director)

Lead registered nurse for each correctional facility

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

Lead mental health professional for each correctional facility

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

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

3.4.8 Responses to Questions

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

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

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

Offerors are encouraged to include policies and procedures (draft or final) as attachments to narrative answers, where appropriate. Offerors are likewise encouraged to include copies of any assessment or screening forms to be used with inmates (note that some questions require submission of such forms).

Receiving and Intake Screening

1. Describe the offeror's process and timeframes for conducting initial screenings of all newly admitted inmates. In the description, address all of the following:

Level and type of personnel who will be responsible for conducting the screening.

Process and timeframe for performing initial screen and for referring inmates

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

Withdrawal and detoxification
Provide detailed evidence based protocols for effectively evaluating and triaging inmates presenting in need of opiate, benzodiazepine detoxification and/or alcohol withdrawal. Protocols should contain clearly stated guidelines for notification/communication with medical providers, determination of when transfer to hospital or other higher level setting (i.e. infirmary) vs on-site management is indicated, and appropriate use of adjunctive medications.

Process for supervising and monitoring personnel performing Health Screenings to ensure compliance with program policies.

2. Describe the offeror's process for handling newly-admitted inmates with actual or potential infectious diseases, including a description of policies with respect to when and how infected inmates will be isolated from other inmates.

3. Describe the offeror's process for evaluation of the mental status of newly admitted inmates and the criteria by which determination of suicidal risk is assessed.
Describe the process by mental health clinician for review and follow up of those inmates with positive INS and Receiving Screens
4. Include a copy of the assessment form(s) to be used in performing health and mental health screens.

Access to Health Services

5. Describe how the offeror will educate and orieint newly admitted inmates about available health care services and how to access those services. In the description, address all of the following:

Topics covered in the new inmate briefing

Method of providing the information (verbally and written)
Level and type of personnel who will be responsible for conducting the initial health screening and providing the briefing
Educating inmates with respect to the process for filing and resolving grievances with respect to health care services

Health Assessments

6. Describe the offeror's process and timeframes for conducting inmate health assessments. In the description, address all of the following:

Timeframe for completing health appraisals (in terms of days from admission).

Mechanism and criteria used to assess the inmate's condition in terms of any potential impact on housing or work assignments.
Process for coordinating and collaborating with community providers.
Process and timeframe for referring inmates with identified conditions for follow-up care.

Include a copy of the health appraisal form(s) to be used for the health assessment.

7. Describe the offeror's procedures and timeframes for providing age and gender appropriate preventive health services. Provide a copy of the preventive services schedule (for males and females) the offeror proposes to follow.

Inmate Workers

8. Describe how the offeror will monitor the health status of inmates working in food service. Provide a copy of the Inmate Worker Clearance Form to be used.

Sick Call

9. Describe how the offeror proposes to triage "sick call" requests and determine the level of professional intervention required and immediacy of need. In the description, address all of the following:
Type or number of sick call requests that require or 'trigger' a referral to a higher level of service provider (LPN<RN<NP/PA< on-site MD/ER)

Nursing and medical staff training related to the process of triage

Process for collecting sick call requests.

Backup system for collection by state staff when nurses are not on duty.
Schedule of proposed sick call hours by facility.

Method of provision of sick call in special management units- segregation, close custody etc or at any time when an inmate can not physically come to the HSU.

Health Education

Specify/describe how the offeror would incorporate a full-time health educator into the comprehensive medical program.

10. Describe the mechanisms, including media and materials to be used by the offeror in providing health education services to inmates.

11. Provide descriptions and sample curricula (e.g., outline of topics to be covered) for the following educational programs:

Stress management
Chronic disease
Medications
HIV/other STIs
Smoking cessation
Effects of drug and alcohol use
Diet and weight management
Safe sex
Universal precautions (MRSA, Blood-borne pathogens)

12. Describe any disease management programs proposed by the offeror including, but not limited to, those targeted to inmates with diabetes, asthma, and cardiovascular disease.

Emergency Services

13. Describe the offeror's policies and procedures with respect to emergency services.

In the description, address ~~both of~~ the following:

Nursing protocols for evaluation of common urgent and emergent conditions

How appropriate physician response to and follow up of emergencies or urgencies will be assured 24 hours per day, 365 days per year.

Policies and procedures, and protocols related to screening/assessment when determining the necessity for immediate transport to a hospital as determined by the following:

a) nursing personnel
b) medical personnel

Infirmary/Special Housing Unit Services

**Describe the difference between medical or other special housing unit and infirmary and how the offeror would best use and staff one or the other

14. Describe the offeror's proposed approach to providing infirmary services in those Vermont facilities with infirmaries. In the description, address the following:

Infirmary leadership- describe ideal staffing pattern for a 10 bed infirmary include infirmary 'gatekeeper', and service coordinator.

Processes which will support good communication between inmate family and friends particularly when the inmate is critically or terminally ill.

Level of care criteria for admission to or discharge from the infirmary

Clinical criteria for transfer of an infirmary patient to an inpatient facility

Infirmary's integration into the facilities overall plan for health services- describe how the infirmary would maintain connection with the entire facility and how communication would occur regarding admissions to or discharge from the infirmary.

Method for determining appropriate staffing levels by facility and shift (staff numbers and types)

15. Describe the offeror's policies and procedures with respect to determining the clinical appropriateness of infirmary versus other special housing unit vs inpatient hospital care for inmates presenting with acute conditions or an acute exacerbation of a chronic condition.

Services for Incapacitated Persons

16. Describe the offeror's policies and procedures for providing in-take screening and observation services for incapacitated persons lodged at the correctional facility.

Special Needs

17. Describe the offeror's policies and procedures and the clinical protocols to be used in evaluating and re-evaluating inmates with special needs who may require chronic and/or convalescent treatment. Include a template or description of the proposed chronic disease treatment plans, identifying the components of these plans. Also include a template or description of the individual treatment plans, if different from the chronic treatment plans.

18. Describe the offeror's case/care management system. In the description, address all of the following:

- Educational and training requirements for case/care managers.

- Anticipated case manager-to-inmate ratios, and how the ratio was established.
- How care manager activities will be overseen and monitored, and performance evaluated.

19. Describe how the offeror will coordinate with the State and its agents on the effective implementation and operation of the Department's suicide and self-injury prevention program. Describe offeror's approach for coordination and communications between health staff and Corrections staff. Describe Contractor's approach for monitoring adherence to the plan and assessing its efficacy.

20. Describe the offeror's hospice care program including the offeror's approach to palliative care. Describe the offeror's policies and procedures for hospice care including enrollment procedures. Describe the offeror's approach for coordination and collaboration with the Department and community organizations.

OB/GYN Services

21. Describe the offeror's women's health care program, including a written description of the peri-natal program with specific attention given to the care of opiate addicted pregnant women.

Specialty Outpatient Services

22. Identify the range of physician specialty services the offeror intends to provide (or arrange for the provision of) on-site.

23. Describe the range of diagnostic testing services the offeror intends to provide onsite.

24. Describe how the offeror will evaluate the adequacy of its specialty network and monitor the timely provision of medically necessary specialty care services.

25. Describe the offeror's procedures with respect to making specialty referrals, providing relevant medical and health records, conducting follow-up, and implementing recommended treatment plans and/or protocols.

Miscellaneous Services

26. Describe how the offeror plans to make available all of the following services, noting which will be offered on-site versus off-site. For on-site services, specify the facilities at which these will be made available:

Laboratory
Radiology
EKG
Prosthetics
Optical
Dental

27. Describe the offeror's procedures for monitoring the collection of specimens, documentation and clinical review of test results, and referral on or off-site for follow-up. Also describe the offeror's policies and procedures with respect to handling "stat" requests. Describe P and P for follow up with inmate patients to aprise them of the results of diagnostic testing or other clinical reports.

28. Describe the offeror's procedures for ensuring timely clinical review and interpretation of radiographs and other diagnostic tests, including criteria and procedures for obtaining outside specialty consultation for such interpretations as necessary.

29. Describe how the offeror will create/develop a coordinated medical and mental health services delivery model which is trauma informed ~~.~~
Describe how the offeror will ensure compliance with the standards described in Appendix and timely sharing of information between parties.

30. Describe how the offeror proposes to ensure that medically necessary therapeutic diets are ordered in accordance with current or future DOC contracted Food Services provider's menu plan for inmates requiring special diets due to a medical condition. In the description, address both of the following:

Protocols to be used in assisting providers in properly assessing ~~of~~ inmates who potentially require special diets.

Frequency with which therapeutic diets will be reviewed by a registered dietician. (Provided by Food Services contractor)

Pharmaceuticals

31. Provide a complete description of the offeror's subcontracted pharmaceutical system, addressing all of the following:

Ordering and re-ordering policies and procedures, including special procedures for narcotics and other controlled substances

Inventory System and Controls
Formulary
Administration methods
Security procedures
Staff training
Stop order procedures
Generic and therapeutic substitution policies and procedures
Policy with respect to "off-label" use of prescription drugs
Procedures for the provision of non-formulary medications

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

Medication Administration

33. Describe the offeror's approach to administering medications to inmates in

accordance with the requirements of this RFP and the standards of the NCCHC. Address specifically the approach for dealing with inmates who refuse medications or are otherwise non-compliant.

Medical Records

34. Describe the offeror's policies and procedures with respect to the maintenance of comprehensive health and medical records for each inmate as specified in Section 2.33 of this RFP. Describe the offeror's policies and procedures for ensuring timely updating and appropriate 'thinning' of inmate health records. Also describe the offeror's policies and procedures with respect to maintaining the security and confidentiality of these records and for the timely and effective archiving of medical records (space provided by the State).

Describe the Offerors inclusion of an electronic medical records system, if applicable.

Describe the offerors inclusion of Telemedicine

Issue and Grievance Process

35. Describe the offeror's inmate issue resolution policies, procedures and processes, including specific procedures for:

- ensuring that inmates obtain information on how to use the issue resolution
- system documenting all issues received
- implementing a systematic approach to logging and tracking issues
- ensuring that issues are resolved in accordance with the requirements outlined in Section 2.34
- reporting on the volume of issues received, the nature of those issues, the resolution status and the timeframes within which they were resolved

36. Describe the offeror's approach for cooperation and collaboration with the Department's Ombudsman to resolve issues and formal grievances.

Treatment Protocols

37. Describe the offeror's plan for implementing formal treatment protocols for medical conditions that are common among inmate populations. Provide information on the specific protocols proposed for use in Vermont correctional facilities.
DOC requests that you pay specific attention to addressing and including the following issues in protocol format for nurses and medical providers:

- Detoxification from opiates, benzodiazepines and alcohol withdrawal
- Inmate transfer to and return from ER
- Appropriately timely communication by nursing staff with providers in regard to emergencies and changes in inmate's condition

- Appropriate and timely communication by providers with ERs, community hospitals etc for the purpose of coordinating inmate care and assuring proper disposition to the appropriate DOC facility

Quality Management and Improvement

38. Provide a copy of the offeror's continuous quality improvement program consistent with the requirements set forth by the National Commission on Correctional Health Care (NCCHC). If the offeror does not have a CQI plan for Vermont, it may substitute one from another program. Describe how the offeror will comply with the reporting requirements described in Section 2.36 of this RFP.

Provide a list of the proposed members of the QI committee.

Interface with the Mental Health Services Contractor to the Vermont DOC –if applicable

39. Describe how the offeror will meet the interface requirements specified in Section 2.37 of this RFP.

Contaminated Waste

40. Describe how the offeror proposes to handle the disposal of all contaminated waste in accordance with guidelines established by OSHA. Provide a copy of corporate policies and procedures with respect to contaminated waste disposal.

Services to Department of Corrections Staff

41. Describe the offeror's staff education program, covering the topics outlined in Section 2.11 of this RFP. Include a sample training curricula. Also include a proposed schedule for providing training at all facilities in the State.

42. Describe the offeror's proposed approach to tracking the provision of appropriate vaccinations and emergency care for exposures of concern (EOC) to Department of Corrections' staff as described in Section 2.42. In the description, address all of the following:

- Method(s) for identifying DOC staff at significant risk of infection.
- Approach to emergency treatment of and referral for exposures of concern
- Method for documenting vaccinations

Administrative Services

43. Describe the offeror's capacity for furnishing or contracting for the specific consulting services list in RFP section 2.26

44. Describe the offeror's provider network credentialing process, including the

specific items to be verified. If credentialing is delegated, describe the offeror's oversight process

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

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

Claims Processing

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

48. Provide a statement confirming that all claims will be processed using CPT and ICD-9 diagnostic codes.

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

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

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

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

Professional Nursing and ancillary staff Training, Recruitment and Retention Program

52. Describe the offeror's nurse recruitment and retention program specific to Vermont.
Describe the offeror's nurse orientation, performance evaluation, remediation and continuing education program
Describe the offeror's process for employee grievance resolution

Re-entry planning and coordination with Community Providers State departments and agencies
53. Demonstrate a reliable system-wide process for release/re-entry planning that incorporates the unique challenges of Vermont's rural environment and relative primary care provider shortage (medical and mental health.

53. Describe the offeror's approach for coordinating care and collaborating with local community providers, public agencies and state affiliated departments (DAIL, DMH, DOH ADAP.

Describe the approach for offender reentry planning which will best provide for the following;

1. Coordination with community providers at time of admission
2. coordination of discharge care including transfer of medical and mental health records,
3. scheduling of follow-up appointments
4. provision of adequate bridge medications (7-30 day supply) and or prescriptions (if the inmate has insurance) to last until next scheduled appointment
5. utilization of community providers with specific inclusion of the following:. community groups

Community mental health centers
Community health centers

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

Developing clinical protocols for inmates with substance abuse disorders to receive pharmacological treatments prior to release in order to minimize recidivism.

54. Describe the offeror's methods and time frames for the recruitment and orientation of new psychiatric and clinical staff, including policies and procedures to assure that staff members

a. Understand the principles of correctional mental health service
b. Participate in all appropriate security training
c. Understand all policies and procedures related to the delivery of services under this contract
d. Practice under direct supervision for an adequate period of time to provide first hand knowledge of their competence
e. Are provided with periodic individual supervision throughout the first year of their employment

55. Describe the offeror's proposed staffing levels by facility, including how coverage will be provided on weekends and holidays at key locations including Southern, Northern, and Chittenden facilities. Describe the offeror's methods and capacity for maintaining adequate staffing to meet anticipated and unanticipated staff absences.

56. Describe the offeror's general model for organizing clinical staff assignments, hours, and activities on a daily basis so as to provide service delivery with optimal staff productivity. The general model may be based on information provided for each facility

as part of the proposal process, and may be revised and completed within ninety days of the initiation of the contracted services. If the organization of staff and duties is expected to differ significantly among facilities, please describe these differences and their rationales.

57. Describe how the offeror proposes to coordinate triage of "sick call" requests with the medical provider and the manner in which you will determine the level of professional intervention required.

58. Supervision and evaluation

Describe the offeror's policies and procedures for providing on-going supervision of clinical and psychiatric staff, including but not limited to

1. The routine evaluation mental health clinical and psychiatric staff
2. Ongoing supervision of individual staff members.
3. Staff supervision and support during emergency or unusual events.
4. Adherence to appropriate standards of ethical practice in correctional mental health.
5. Remedying individual or systematic deficits in the quality of staff performance.

59. Treatment Protocols

Provide information on the specific protocols proposed for the treatment of mental health conditions that are common among the Vermont inmate population. Address both psychiatric and clinical aspects of treatment, and how such treatment will be delivered.

60. Mental Health Evaluations/Assessments

Describe the offeror's process and timeframes for conducting inmate mental health assessments. In the description, address all of the following:

1. Timeframe for completing mental health evaluations/assessments (in terms of days from admission).
2. Mechanism and criteria used to assess the inmate's mental health condition in terms of any potential impact on housing or work assignments.
3. Process for coordinating and collaborating with community providers.
4. Process and timeframe for referring inmates with identified conditions for follow-up care.
5. Pro-active process used to identify and assess whether an inmate has been or should now be designated as Seriously Functionally Impaired.

Include a copy of the mental health appraisal form(s) to be used for the health assessment, if different from the form(s) submitted in response to question #4.

61. Secure Care Unit: Describe the offeror's proposed policies and procedures related to providing services at Vermont's Southern facility Secure Care Unit. In the description, address the following:

a. Method used to determine the necessity and appropriateness of admission to the Secure Care unit.
b. Methods of maintaining coordination with facility administrative and security staff in matters relating to the safety and care of inmates in the Secure Care unit.

c. Criteria and process for determining what level of safety precaution may be needed to assist individual inmates in the Secure Care unit, and the criteria and procedure of instituting and reducing such levels of precaution.
d. Proposed program content for providing care and treatment of inmates experiencing exacerbation of psychiatric symptoms of major mental disorders or significant emotional dysregulation.
e. Policies and Procedures with respect to determining the clinical appropriateness of placement in the Secure Care unit versus inpatient hospital care for inmates presenting with acute mental health conditions or an acute exacerbation of a mental health condition.

62. Intermediate Care Unit: Describe the offeror's proposed approach to providing services at Vermont's Southern facility Intermediate Care Unit. In the description, address the following:

a. Proposed staffing and and staff activities related to the Intermediate Care Unit
b. Level of care criteria for admission to the Intermediate Care Unit
c. Proposed program content for providing services to the inmates in the Intermediate Care unit.
d. Method of determining unit treatment goals appropriate for participating inmates.
e. Method of determining treatment group content and of coordinating groups offered with the treatment goals of participating inmates.
f. Method and proposed criteria for assessing when treatment goals have been achieved, or for determining that further progress toward treatment goals is unlikely, and the process of transitioning inmates from the treatment unit to general population or other placements.

63. Special Needs Inmates

Describe how offeror would tailor mental health services to meet the requirements and circumstances of special needs populations, including individuals with traumatic brain injury, developmental disabilities, dementia, and cognitive impairment. Address all of he following:

1. Proactive method of locating and identifying such individuals within the inmate population.
2. Proposed process for developing individualized treatment plans for such inmates, and samples of appropriate treatment goals and methods.
3. Proposed method of supporting the initial and on-going adjustment to incarceration of such inmates.
4. Proposed method of assuring appropriate interaction between mental health staff and security staff related to disciplinary sanctions and housing for such individuals.
5. Proposed roles and activities related to release planning for such individuals.
6. Method of maintaining accurate data related to the number, diagnosis, location, and other relevant data concerning these individuals.

64. Mental Health Emergency Services / Crisis Response:
Describe the offeror's policies and procedures with respect to emergency services. In the description, address the following:

- How psychiatrist/advanced practice nurse response will be assured 24 hours per day, 365 days per year.
- Policies and procedures, and related screening criteria, for determining the necessity of transport to a hospital.
- Policies and procedures for ensuring the timely review of medication needs of inmates entering DOC facilities during evening and weekend hours.
- How appropriate review of inmates confined to the restraint chair will be conducted and the criteria to be used to determine the timing and appropriateness of initiation and removal from restraints.

65. Trauma-informed Services
Describe how key mental health services such as initial evaluation, treatment planning, development of treatment protocols, risk evaluation, and coordination with security involving disciplinary sanctions or emergency restraint measures will be performed in accordance with, and contribute to, a trauma informed system of mental health care.

66. Describe the offeror's procedures and timeframes for providing age and gender appropriate mental health services.

67. Describe how the offeror will provide appropriate care to, and treatment plans for, seriously mentally ill inmates who decline to participate in standard treatment protocols.

68. Pharmaceuticals
Provide a complete description of the offeror's process for evaluating recommended medications in its formulary, as well as monitoring processes, addressing all of the following:

- Adoption of standardized clinical decision protocols based on research conducted at the national level (such as the Pharmacy and Therapeutics Committee of the Federal Bureau of Prisons)
- Staff training
- Stop order procedures
- Generic and therapeutic substitution policies and procedures
- Policy with respect to "off-label" use of prescription drugs

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

70. Suicide Prevention
Describe how the offeror will coordinate with the State and its agents on the effective implementation and operation of the Department's suicide and self-injury prevention program. Describe offeror's approach for coordination and communications between

mental and physical health staff, and Corrections staff. Describe Contractor's approach for monitoring adherence to the plan and assessing its efficacy.

71. Coordination with Substance Abuse and Risk Reduction Services
Describe the offeror's plan to coordinate treatment plan development, treatment and referral to the DOC's substance abuse and risk reduction programs.

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

73. Telehealth:
If the offeror proposes to incorporate telehealth services into its delivery system, describe:

- The services that would be provided via telemedicine
- How the offeror will ensure that telemedicine consults/sessions will be integrated into the delivery system, specifically regarding psychotropic prescriptions and ongoing monitoring, documentation of the consults/sessions into the medical record
- Which DOC facilities would be targeted for telemedicine services
- What technical support (high-speed internet access, computer equipment, etc.) will be supplied by the offeror and/or required from the DOC facility(ies)

74. Issue and Grievance Process
Describe the offeror's inmate issue resolution policies, procedures and processes, including specific procedures for:

- ensuring that inmates obtain information on how to use the issue resolution system
- documenting all issues received
- implementing a systematic approach to logging and tracking issues
- ensuring that issues are resolved in accordance with the requirements outlined in Section 2.23
- Reporting on the volume of issues received, the nature of those issues, the resolution status and the timeframes within which they were resolved
- Cooperation and collaboration with the Department's Ombudsman to resolve issues and formal grievances.

75. Medical Records
Describe the offeror's policies and procedures for ensuring each of the following:

1. The maintenance of the mental health section of comprehensive health and medical records for each inmate as specified in Section 2.22 of this RFP.
2. Timely updating of inmate health records by clinical and psychiatric staff.
3. Appropriate on-going clinical review of medical and mental health records by mental health staff.

76. Documentation
Describe the offeror's standards and methods for

1. Assessing the quality of the content of mental health documentation of risk assessments, mental health evaluations, treatment plans, progress notes, and unit rounds.
2. Training staff to a high standard of quality in the content of documentation,
3. On-going reporting to DOC of the quality of mental health documentation.

77. Quality Management and Improvement
Provide a copy of the offeror's continuous quality improvement plan consistent with the requirements set forth by the National Commission on Correctional Health Care (NCCHC). If the offeror does not have a CQI plan for Vermont, it may substitute one from another program. Describe how the offeror will comply with the reporting requirements described in Section 2.25 of this RFP. Provide a list of the proposed members of the QI committee.

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

79. Involvement of Community Members. Describe how offeror will collaborate with community organizations to

a. extend the resources available to incarcerated mentally ill inmates,
b. assist mentally ill inmates to maintain contact with supportive family members and community resources,
c. engage in release planning that supports as fully as possible the ability of mentally ill inmates to remain in the community to continue appropriate mental health care.

80. Coordination with medical providers
Describe how the offeror will coordinate care with physical health providers, to ensure compliance with the standards described in Appendix 5.7 and timely sharing of information between parties.

Administrative Services
81. Describe the offeror's capacity for furnishing or contracting for the specific consulting services list in RFP section 2.43.

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

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

84. Interface with the Physical Health Services Contractor to the Vermont DOC
Describe how the offeror will meet the interface requirements specified in Section 2.37 of this RFP.

85. Services to Department of Corrections Staff
Describe the offeror's staff education program, covering the topics outlined in Section 2.11 of this RFP. Include a sample training curricula. Also include a proposed schedule for providing training at all facilities in the State.

3.4.9 Operational and Financial Data Reporting

The offeror shall submit to the State its standard operational and financial reporting templates, which shall include, but not limited to the following:

Utilization reporting (including specialty, ancillary and inpatient services)
Cost reporting
Staffing and vacancy reporting
Sick call timeliness tracking
Intake screening timeliness tracking
Dental service timeliness tracking

3.4.10 Innovative Reform Initiatives

Vermont DOC will consider innovative reform initiatives from offerors that advance the State's objectives for this program. In particular, the State is interested in creative approaches for:

1. Controlling pharmacy costs.
2. Facility staffing in particular reducing cost associated with use of temporary and agency nursing staff

3. Reducing the need for off-site specialty physician services through the use of "circuit rider" physician specialists who conduct consultations and examinations at correctional facilities (to the extent appropriate and feasible).

4. Reducing inpatient admissions for ambulatory-sensitive conditions within the inmate population through targeted case and disease management programs.

5. Reducing hospital re-admission rates through the use of expanded post-discharge infirmary follow-up and convalescent care.

6. Introducing a performance based incentive program.

7. Reducing the high cost of nursing home care and catastrophic cases among the aged inmate population

    - Developing clinical protocols for inmates with substance abuse disorders to receive pharmacological treatments prior to release in order to minimize recidivism.
    - Involving inmates as facilitators of group therapy and other counseling activities, and other therapeutic services, as appropriate
    - Telehealth services.
    - Incorporating evidence-based treatment approaches

Start-up costs apply to new offerors. This is an optional price proposal component. New offerors may also elect to propose no start-up costs and to amortize initial expenses within the base prices for years one and two.

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

3.5 Price Proposal

The Offerors price proposal should be placed directly behind the technical proposal. The offeror shall submit two price proposals for the base payment: 1) a capitated, at risk proposal and 2) a cost plus fixed fee proposal.

The capitated, at risk price proposal will include the following components:

Start-up costs for December 2009 and January 2010

Base price per inmate per month (PIPM) and total cost per year based on the estimated average daily population listed on Appendix.
Prices for incidental add-ons Price for assessment and observation of incapacitated persons brought to the facility

The cost plus fixed fee price proposal will include the following components:

.. Start-up costs for December 2009 and January 2010
.. A calculation of the bidder's cost to provide the services outlined in the RFP plus a fixed fee.

The offeror will submit their capitated and cost plus fixed fee price proposals using Forms E1 and E2 respectively. These forms are found in Appendix 5.4. Forms E1 and E2 include separate columns for the start-up period (December 2009 and January 2010), year

one (February 1, 2010 – January 31, 2011), year two (February 1, 2011 – January 31, 2012, and year three (February 1, 2012 – January, 2013).

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

4. PROPOSAL EVALUATION

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

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

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

Technical - 70 percent

Price - 30 percent

As part of its evaluation, the State also may elect to conduct interviews with one or more offerors. In such an event, offerors may be required to travel to Vermont, at their own expense, to participate in an on-site interview. Conversely, the State may elect to travel to the offeror's headquarters to conduct the interview, as well as to tour its facilities.

Upon completion of the evaluation process the Commissioner of the Department of Corrections may select an offeror with which to negotiate a contract, based on the evaluation findings and other such criteria as deemed relevant for ensuring that the decision is made in the best interest of the State. In the event the State is successful in negotiating with the offeror, the State will issue a notice of award. In the event the State is not successful in negotiating a contract with this offeror, the State reserves the option of negotiating with another offeror. The State may also cancel the procurement and make no award, if that is determined to be in the State's best interest.

STATE OF VERMONT
CONTRACT FOR SERVICES **Contract #**

l. **Parties.** This is a contract for personal services between Department of Corrections (hereafter called "State"), and_____, with a principal place of business in _____ (hereafter called "Contractor"). Contractor's form of business organization is a_____. The Contractor local address is_____ . It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is requested to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of management. Detailed services to be provided by the Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **$_____.**

4. **Contract Term.** The period of Contractor's performance shall begin on _____ and end on_____.

5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

   Approval by the Attorney General's Office is required.

   Approval by the Secretary of Administration is ☐ or is not ☐ required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Cancellation.** This contract may be cancelled by either party by giving written notice at least _____ days in advance.

8. **Attachments.** This contract consists of _____ pages including the following attachments, which are incorporated herein:
   Attachment A – Specifications of Work to be Performed
   Attachment B – "Payment Provisions"
   Attachment C – "Customary State Contract provisions" – revised 04/06/2009
   Attachment D – "Modifications of Insurance" – revised 04/06/2009
   Attachment E – "Business Associate Agreement" – revised 03/28/2006
   Attachment F – "AHS Customary Contract Provisions" – revised 04/06/2009
   Attachment G - Independence, Liability, Hold Harmless Clause

STATE OF VERMONT
CONTRACT FOR SERVICES

The order of precedence of documents shall be as follows:
1). This document
2). Attachment D (if any)
3). Attachment C
4). Attachment A
5). Attachment B
6). Attachment E (if any)
7) Attachment F
8) Other Attachments (if any)

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

Date: _____

Signature: _____

Name: Andrew Pallito, Commissioner

Agency/Dept.:
Agency of Human Services
Department of Corrections

BY THE CONTRACTOR:

Date:_____

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____
Alternative Contact: (if any)
_____

Revised AHS 7/21/08

STATE OF VERMONT
CONTRACT FOR SERVICES

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor will provide the following services for the State:

ATTACHMENT B
CONTRACT FOR SERVICES
PAYMENT PROVISIONS

1. Contractor agrees to invoice the State for services on a monthly basis. The contractor agrees to render an invoice to the State by fifteen (15) days following the last day of the month in which the service was provided. The State will not be liable for payments for any service invoiced after the 15-day limit.

2. The State's payment terms for Contractor invoice(s) are net-30.

3. In consideration of the services to be provided by Contractor, the State agrees to pay Contractor as follows:

   Additionally, it is hereby agreed and understood that this contract has no minimum amount. The Contractors' services will be required on an "as needed" basis.

4. Contractor shall submit all invoices to:

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.

5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

   After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance**: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

   Premises - Operations

Products and Completed Operations
Personal Injury Liability
Contractual Liability

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

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

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

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $1,000,000 combined single limit.

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

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

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends $500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than $500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: http://finance.vermont.gov/forms

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals

with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. **Set Off**: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. **Taxes Due to the State**:

a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. **Child Support**: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

a. is not under any obligation to pay child support; or

b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

16. **No Gifts or Gratuities**: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. **Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

State of Vermont – Attachment C

Revised AHS - 4-06-09

STATE OF VERMONT

Page of

Contract for Services

ATTACHMENT D

MODIFICATION OF INSURANCE REQUIREMENTS OR OTHER SECTIONS OF ATTACHMENT C

1. **The requirements contained in Attachment C, Section 7 are hereby modified:**

2. **Requirements of other Sections in Attachment C are hereby modified:**

3. **Reasons for Modifications:**

Approval:

Assistant Attorney General: _____

Date: _____

State of Vermont – Attachment D
Revised AHS - 4-06-09

ATTACHMENT E
BUSINESS ASSOCIATE agreement (revised 03/28/2006)

THIS BUSINESS ASSOCIATE AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT AGENCY OF HUMAN SERVICES OPERATING BY AND THROUGH ITS DEPARTMENT, OFFICE, OR DIVISION OF DEPARTMENT OF CORRECTIONS **("COVERED ENTITY") AND ("BUSINESS ASSOCIATE") AS OF ("EFFECTIVE DATE"). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT TO WHICH IT IS AN ATTACHMENT.**
Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including the Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 ("Privacy Rule") and the Security Standards at 45 CFR Parts 160 and 164 ("Security Rule").

The parties agree as follows:

1. **Definitions**. All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

The term "Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR 160.103 under the definition of Business Associate.

The term "Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g). All references to "PHI" mean Protected Health Information. All references to "Electronic PHI" mean Electronic Protected Health Information.

2. **Permitted and Required Uses/Disclosures of PHI**.

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services provided that any use or disclosure would not violate the minimum necessary policies and procedures of Covered Entity. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 6 and 14 or (b) as otherwise permitted by Section 3.

3. **Business Activities**. Business Associate may use PHI received in its capacity as a "Business Associate" to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as "Business Associate" to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written contract from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person promptly notifies Business Associate (who in turn will promptly notify Covered Entity) in writing of any instances of which it is aware in which the confidentiality of the PHI has been breached. Uses and disclosures of PHI for the purposes identified in this Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

4. **Safeguards**. Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

5. **Reporting**. Business Associate shall report in writing to Covered Entity any use or disclosure of PHI in violation of this Agreement by Business Associate or its agents including its subcontractors. Business Associate shall provide this written report promptly after it becomes aware of such use or disclosure. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate the impermissible use or disclosure. Consistent with 45 CFR 164.502(j)(1) Business Associate may use PHI to report violations of law to federal and state authorities.

6. **Agreements by Third Parties**. Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written contract to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 12. Business Associate must enter into the written contract before any use or disclosure of PHI by such agent. The written contract must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the contract concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written contract to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.

7. **Access to PHI**. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Business Associate shall promptly forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

8. **Amendment of PHI**. Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Business Associate shall promptly forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

9. **Accounting of Disclosures**. Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Business Associate shall promptly forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

10. **Books and Records**. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity (without regard to the attorney-client or other applicable legal privileges) upon Covered Entity's request in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

11. **Termination.**

11.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 15.11.

11.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract without liability or penalty if Covered Entity

believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

12. Return/Destruction of PHI.

12.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this Contract that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

12.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

13. Notice/Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in information security awareness training regarding the use, confidentiality, and security of PHI.

14. Security Rule Obligations. The following provisions of this Section 14 apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

14.1 Business Associate shall implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

14.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written contract to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written contract before any use or disclosure of Electronic PHI by such agent. The written contract must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the contract concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written contract to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.

14.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report promptly after it becomes aware of any such Security Incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

14.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

15. Miscellaneous.

15.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.

15.2 Any reference to "promptly" in this Agreement shall mean no more than seven (7) business days after the circumstance or event at issue has transpired. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended or renumbered.

15.3 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI in violation of any provision of this Agreement.

15.4 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

15.5 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

15.6 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.

15.7 This Agreement may be amended or modified, and any right under this Agreement may be waived, only by a writing signed by an authorized representative of each party.

15.8 Nothing express or implied in this Agreement is intended to confer upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever. Notwithstanding the foregoing, the Covered Entity in this Agreement is the Agency of Human Services operating by and through its Department of Corrections**.** Covered Entity and Business Associate agree that the term "Covered Entity" as used in this Agreement also means any other Department, Division or Office of the Agency of Human Services to the extent that such other Department, Division, or Office has a relationship with Business Associate that pursuant to the Privacy or Security Rules would require entry into an agreement of this type.

15.9 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

15.10 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity under this Contract even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

15.11 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 12.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 9 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

15.12 This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written agreements between the parties in such respect.

-Revised AHS 3/28/06

ATTACHMENT F
AGENCY OF HUMAN SERVICES CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.

2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's 2-1-1. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors**:

   Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

   > Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and
   >
   > Inspect and audit any financial records of such contractor or subcontractor.

   Subcontracting for Medicaid Services: Having a subcontract does not terminate the contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the contractor or subcontractor's performance is inadequate. The contractor agrees to make available upon request to the Agency of Human Services; the Office of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the contractor and service providers.

   Medicaid Notification of Termination Requirements: Any contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Office of Vermont Health Access, Managed Care Organization enrollee notification requirements.

   Encounter Data: Any contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency**. The contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration**. When designated by the Secretary of State, the contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

   Protected Health Information: The contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The

contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the contractor shall also check the Central Child Abuse Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911 (c)(3)).

9. **Child Abuse Reporting.** Consistent with provisions of 33 V.S.A. §4913(a), any agent or employee of a contractor who, in the performance of services connected with this agreement, has contact with clients and who has reasonable cause to believe that a child has been abused or neglected as defined in Chapter 49 of Title 33 V.S.A. shall report the suspected abuse or neglect to the Commissioner for the Department for Children and Families within 24 hours. The report shall contain the information required by 33 V.S.A. §4914.

10. **Work Product Ownership.** All data, technical information, materials gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this contract - shall be considered "work for hire", and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes developed for the State, all the work shall be considered "work for hire," i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

    The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Intellectual Property Ownership.** All work products and items delivered or produced under this agreement will

be the exclusive property of the State of Vermont unless otherwise specified in this agreement. This includes, but is not limited to, software, documentation, and development materials. The contractor shall not sell or copyright a work product or item produced under this contract without explicit permission from the State. If the Contractor is operating a system or application on behalf of the State of Vermont then the contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non–discrimination.** The contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

    The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

    Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

    Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Revised AHS -4-06-09

Attachment G
Independence, Liability, Hold Harmless Clause

According to Attachment C, Paragraph 5, Independence, Liability: "The Contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments and damages, which arise as a result of the Contractor's acts and/or omissions in the performance of services under this contract."

Attachment C, Paragraph 5 of this contract pertaining to defense and indemnification is intended by the parties to include (i) defense of all claims, and/or lawsuits, including but not limited to actions for damages and/or for declaratory or injunctive relief, to the extent that they contain allegations that arise as a result of the Contractor's negligence in the performance of services under this contract and/or intentional misconduct in the performance of services under this contract (intentional misconduct to include, without limitation, any intentional violation of law or duty of care to any inmate) whether or not the Contractor, an employee of the Contractor, or a subcontractor of the Contractor is a named party to the action and (ii) indemnification to the extent that any such claim or lawsuit results in a final determination, and/or settlement, that liability arose as a result of the Contractor's negligence in the performance of services under this contract and/or intentional misconduct in the performance of services under this contract (intentional misconduct to include, without limitation, any intentional violation of law or duty of care to any inmate) whether or not the Contractor, an employee of the Contractor, or a subcontractor of the Contractor is a named party to the action. The parties do not intend Paragraph 5 to include liability or defense for allegations that arise as a result of the acts (including intentional misconduct), omissions, policies, procedures or any other conduct attributable to the State, its agents, officers or employees.

If the Office of the Attorney General or other representative of the State tenders, in writing, a claim and/or lawsuit to Contractor for defense and indemnification in accordance with the aforementioned paragraph, the Contractor shall respond, in writing, to the Attorney General or State within ten (10) business days of such tender. In the event a response to the claim or suit is required prior to the expiration of the ten (10) business days period of time, including but not limited to court action, the Contractor will be so notified. The Contractor's response to the Attorney General's or State's tendering of any such claim or lawsuit shall include an acknowledgment of receipt of the claim and/or lawsuit, a response on whether Contractor will accept or decline the tendering of any such claim and/or lawsuit and, if accepted, the identity of counsel retained to defend any such claim and/or lawsuit. in the event the Contractor does not comply with any aspect of this provision, and such non-compliance also constitutes a material violation of this provision, as so determined either judicially or by mutual agreement of the parties, the Contractor shall be responsible for any and all costs and/or fees that were reasonably-incurred by the Attorney General's Office and/or the State as a direct consequence of such non-compliance.

The Contractor agrees to cooperate with the Office of the Attorney General and the State in the investigation and handling of any claim and/or lawsuits filed by inmate(s), and/or other person(s) and/or entity or entities in connection with the Contractor's performance of services under this contract. The Office of the Attorney General and the State will monitor the defense of all claims and/or lawsuits and the Contractor and defense counsel shall cooperate fully with such monitoring. The Office of the Attorney General and the State retain the right to participate, at their own expense, in the defense and/or trial of any claim and/or lawsuit where the Contractor is providing the defense and indemnification of such claim and/or lawsuit. The Office of the Attorney General and the State shall have the right to approve all proposed settlements of such claims and/or lawsuits, which are being made against the State and/or State employees. In the event the Office of the Attorney General or the State withholds such approval to settle any such claim and/or lawsuit then, the Contractor shall proceed with the defense of the claim and/or lawsuit but, under those circumstances, the Contractor's liability and indemnification obligations shall be limited to the amount of the proposed settlement.

AGENCY OF HUMAN SERVICES

Our Four Key Practices

Customer Service…doesn't stop at rules and regulations.

Individuals & Families

We look beyond program eligibility to find ways to support individuals and families. People feel listened to and understood, feel that we are responding to their needs, and receive respectful and clear answers.

Workforce

Staff feel listened to and respected, supported in their efforts to be creative and flexible in finding solutions, and are routinely asked to provide ideas for system and service improvements.

Service System

Human service policies and practices encourage deep listening, flexibility, creativity, and respect in all aspects of the work.

Holistic Service…is about looking past discrete individual needs to the whole person.

Individuals & Families

We consider the whole context of people's lives beyond the boundaries of a particular program.

Workforce

Mutual respect, teamwork and cooperation are the norm. Staff get the support and resources they need to work holistically with people participating in services, and are supported during life events and transitions.

Service System

Human service policies forge connections among programs and the natural supports in the community, and promote crisis prevention and support during transitions.

Strength-Based Relationships…are more effective than talking about what's wrong with someone.

Individuals & Families

We identify and build on the assets and strengths of individuals and families.

Workforce

We value the skills and expertise of our staff, routinely recognize and reward positive practices, and provide opportunities to learn and grow professionally.

Service System

Human service policies reinforce and reward AHS staff and community partners as they apply strength-based practices while working with individuals and families participating in services.

Results Oriented…means more than how much we did and how well we did it, it's about people's lives being better.

Individuals & Families

We look for opportunities to offer prevention and early interventions that support healthy individuals and families. We commit to helping one another make gains in our lives.

Workforce

We have a work environment that thrives on continuous improvement, encourages professional growth and the development of best practices, and acknowledges the valuable contributions of staff in improving the lives of Vermonters.

Service System

Human service efforts are focused on results that relate to the health and well-being of communities. Policy, evaluation, and decision-making reinforce the attainment of measurable results rather than delivering units of service.

Vermont Department of Corrections

Inmates - June 30, 2009 - By Site, Gender, and Age

Grouped by Regional - Work Camp - Central - Out of State Facilities

	Total		Under 21		21-30		31-40		41-50		51-60		61+	
Site	**Males**	**Females**	**Males**	**Females**	**Males**	**Females**	**Males**	**Females**	**Males**	**Females**	**Males**	**Females**	**Males**	**Females**
CCCC	186	2	13		74		44	1	32	1	18		5	
RCCC	129		15		44		29		35		3		3	
SJCC	125	2	11		59	1	31	1	15		9			
Regional	**440**	**4**	**39**		**177**	**1**	**104**	**2**	**82**	**1**	**30**		**8**	
NESC	83		6		26		17		17		17			
SESC	91		9		41		21		14		6			
Work Camp	**174**		**15**		**67**		**38**		**31**		**23**			
NECF	417		39		181		88		80		23		6	
SSCF	377		23		128		84		84		39		19	
NWCF		134		7		58		35		28		5		1
Central	**794**	**134**	**62**	**7**	**309**	**58**	**172**	**35**	**164**	**28**	**62**	**5**	**25**	**1**
SHCF	670		4		231		185		162		60		28	
Out of State	**670**		**4**		**231**		**185**		**162**		**60**		**28**	
Totals	**2078**	**138**	**120**	**7**	**784**	**59**	**499**	**37**	**439**	**29**	**175**	**5**	**61**	**1**

Inmates - June 30, 2009 - By Site, Gender, and Age

Grouped by Instate - Out of State Facilities

	Total		Under 21		21-30		31-40		41-50		51-60		61+	
Site	**Males**	**Females**	**Males**	**Females**	**Males**	**Females**	**Males**	**Females**	**Males**	**Females**	**Males**	**Females**	**Males**	**Females**
CCCC	186	2	13		74		44	1	32	1	18		5	
NECF	417		39		181		88		80		23		6	
NESC	83		6		26		17		17		17			
RCCC	129		15		44		29		35		3		3	
SESC	91		9		41		21		14		6			
SJCC	125	2	11		59	1	31	1	15		9			
SSCF	377		23		128		84		84		39		19	
NWCF		134		7		58		35		28		5		1
Instate Totals	**1408**	**138**	**116**	**7**	**553**	**59**	**314**	**37**	**277**	**29**	**115**	**5**	**33**	**1**
SHCF	**670**		**4**		**231**		**185**		**162**		**60**		**28**	
Total	**2078**	**138**	**120**	**7**	**784**	**59**	**499**	**37**	**439**	**29**	**175**	**5**	**61**	**1**

Southern State Correctional Facility
Springfield

Facility Role: Sentenced and detained; long and short term; medium and close custody
Operational Capacity: 378

Description of Health Center:

- Multi-room health center with offices
- One x-ray room
- Two chair dental suite
- One optometry room
- Two exam rooms
- Infirmary with a four bed sick bay, four individual cells and two negative air pressure cells; 28 bed medical housing unit

Sick Call:

- 7 days per week

Medication Procedures:

- 4 med calls per day

Provider Hours per Week:

- MD: 26
- PA/NP: 16
- Dentist: 30
- Dental Asst: 30
- RN: 208
- LPN: 432
- LNA: 168
- Admin Asst.: 120
-

NCCHC Accreditation Status:
Accredited

Note: Dental hours are reported in three sites but include hours designated to deliver services to inmates at all eight facilities.

Southeast State Work Camp Windsor, VT

Facility Role: Work Camp - Prison, short term, ready for community release.
Operational Capacity: 100

Description of Health Center:

- Multi purpose unit with exam room and office
- No infirmary capacity

Sick Call:

- 7 days per week

Medication Procedures:

- 3 med calls per day

Provider Hours per Week:

- MD: 9
- PA/NP: 0
- RN: 24
- LPN: 112
- LNA: 56
- ADMIN: 24
-

NCCHC Accreditation Status:
Accredited

Note: Dental hours are reported in three sites but include hours designated to deliver services to inmates at all eight facilities.

Northwest State Correctional Facility St Albans

Facility Role: Prison for Women: Sentenced and detained: long and short-term; medium and close custody.

Operational Capacity: 174

Description of Health Center:

- Waiting room, large nursing station, exam, rooms, dental clinic, and storage.
- 4 bed medical housing unit
- Reverse air flow room - for TB isolation
- Medication administered from Health Service Unit

Sick Call:

- 7 days per week

Medication Procedures:

- 4 med calls per day

Provider Hours per Week:

- MD: 18
- PA/NP: 16
- Dentist: 18
- Dental Asst: 18
- RN: 96
- LPN: 224
- LNA: 56
- Admin Asst.: 40

- NCCHC Accreditation Status:
  Accredited

Note: Dental hours are reported in three sites but include hours designated to deliver services to inmates at all eight facilities.

Northern State Correctional Facility Newport

Facility Role: Prison: sentenced and detained; long and short-term; medium and c1ose custody.

Operational Capacity: 433

Description of Health Center:
- Nursing areas, 1 lab and exam room, dental clinic and storage
- 3 bed Medical Housing Unit

Sick Call:
- 7 days per week

Medication Procedures:
- 4 med calls per day

Provider Hours per Week:
- MD: 18
- PA/NP: 16
- RN: 112
- LPN: 192
- LNA: 64
- Admin. Asst.: 40

NCCHC Accreditation Status:
Accredited

Note: Dental hours are reported in three sites but include hours designated to deliver services to inmates at all eight facilities.

Northeast Regional Correctional Facility
St. Johnsbury

Facility Role: Jail: Sentenced and detained; short-term; minimum, medium, close custody.

Operational Capacity: 108

Description of Health Center

- Busy multi-purpose unit, exam room and office
- No infirmary capacity
- Medications administered from the Health Services unit

Sick Call:

- 7 days/week

Medication Procedures:

- 4 med calls per day

Provider Hours per Week:

- MD: 7
- PA/NP:12
- RN: 40
- LPN: 224
- Admin Asst.: 40

- NCCHC Accreditation Status: Accredited

Note: Dental hours are reported in three sites but include hours designated to deliver services to inmates at all eight facilities.

Chittenden Regional Correctional Facility
South Burlington

Facility Role: Regional Jail- Main intake center- Sentenced and detained; short-term and re-entry; minimum, medium, close custody.

Operational Capacity: 203

Description of Health Center:

- Heavy inmate traffic to Health Unit office and exam room.
- No infirmary capacity
- Permanent dental equipment
- Staff offices located apart from health services area
- Medications delivered to the living units

Sick Call:

- 7 days per week

Medication Procedures:

- 4 med calls per day

Provider Hours per Week:

- MD: 12
- Dentist: 18
- Dental Asst: 18
- PA/NP: 20
- RN: 96
- LPN: 224
- LNA: 80
- Admin Asst: 40

NCCHC Accreditation Status:
Accredited

Note: Dental hours are reported in three sites but include hours designated to deliver services to inmates at all eight facilities.

Caledonia Community Work Camp
St Johnsbury (on campus of NERCF)

Facility Role: Prison - Work Camp - short term! ready for community release
Operational Capacity: 100

Description of Health Center:
- Multi-purpose unit with no private exam room
- No infirmary capacity

Sick Call:
- 7 days per week

Medication Procedures:
- 2 med calls per day

Provider Hours per Week:
- MD: 0
- PA/NP: 0
- RN: 0
- LPN: 40
- Admin Asst: 0

NCCHC Accreditation Status:
Accredited

Note: Dental hours are reported in three sites but include hours designated to deliver services to inmates at all eight facilities.

Marble Valley Regional Correctional Facility
Rutland

Facility Role: Jail: Sentenced and detained; short-term; minimum, medium, close custody.

Operational Capacity: 118

Description of Health Center:

- Busy multi purpose unit with exam room and office space
- No infirmary capacity
- Medications administered from Health Services Unit

Sick Call:

- 7 days per week

Medication Procedures:

- 4 med calls per day

Provider Hours per Week:

- MD: 9
- PA/NP: 8
- RN: 68
- LPN: 168
- Admin Asst: 30

NCCHC Accreditation Status:
Accredited

Note: Dental hours are reported in three sites but include hours designated to deliver services to inmates at all eight facilities.

Vermont Department of Corrections
Facility Profiles
2009

					Operational Capacity						HOURS PER WEEK								
FACILITY	DESCRIPTION	AVG CENSUS Apr-Jun 09	AVG CENSUS Jun 1-Aug 11 09	CENSUS Aug 11 09	General Housing	Infirmary and Medical Housing	Total Beds	HEALTH CENTER DESCRIPTION	SICK CALL	MEDICATION PROCEDURE	MD	DENTIST	DENTAL ASSTNT	PA/NP	RN	LPN	LNA	PROG MGR / ADMIN ASSTNT	NCCHC ACCREDITED
CALEDONIA	Prison - Work camp	89	86	88	100	0	100	Mutli-purpose / No Infirmary	7 d/wk	4 calls/day	5			0	0	40		0	Y
CHITTENDEN	Jail	180	182	168	203	0	203	Mutli-purpose / dental / No infirmary	7 d/wk	4 calls/day	12	18	18	20	96	224	80	40	Y
MARBLE VALLEY	Jail	144	139	145	118	0	118	Mutli-purpose / No Infirmary	7 d/wk	4 calls/day	9			8	68	168		30	Y
NORTHEAST	Jail	138	132	147	108	0	108	Mutli-purpose / No infirmary	7 d/wk	4 calls/day	7			12	40	224		40	Y
NORTHERN	Prison	390	415	421	430	3	433	Multi-purpose / dental / 3 medical housing beds	7 d/wk	4 calls/day	18	30	30	16	112	192	64	40	Y
NORTHWEST	Prison	126	138	150	169	5	174	Multi-purpose / dental / 4 bed medical housing unit / reverse air flow room	7 d/wk	4 calls/day	18	18	18	16	96	224	56	40	Y
SOUTHEAST	Prison - Work camp	91	93	98	100	0	100	Mutli-purpose / No Infirmary	7 d/wk	4 calls/day	9			0	24	112	56	24	Y
SOUTHERN	Prison	370	368	355	340	38	378	Multi-purpose / dental / x-ray / optometry / 4 bed infirmary / 2 negative air pressure rooms	7 d/wk	4 calls/day	26	30	30	16	208	432	168	120	Y
Total		1528	1553	1572	1568	46	1614				104	96	96	88	644	1616	424	334	3402

NOTES: Changes to the Matrix included above but not yet reflected in the Contract:
MVRCF - Plus 28 hours RN
NWSCF - Plus 40 hours RN
NSCF - Plus 40 hours LNA

SSCF has 80 hours Admin time for Medical Records - All remaining hours in category(all facilities) are for Program Managers

Vermont Department of Corrections
Mental Heatlh Utilization
Calendar Year 2008

	Group	INS Review	Intake	One on One Session	Other	Referral	Seg Rounds	Short Session	Sick Slip	Watch	Sleep Hygiene	Totals
January-09	152	1042	136	429	70	160	656	133	225	288	0	3291
February-09	357	793	114	437	111	133	608	170	228	197	0	3148
March-09	356	910	138	492	129	188	724	254	271	194	166	3822
April-09	400	945	133	518	110	243	735	133	277	166	0	3660
May-09	265	808	144	408	160	189	553	157	260	215	0	3159
June-09	205	846	132	422	142	166	230	144	198	246	49	2780
July-09	169	890	153	431	102	214	525	154	229	238	25	3130
August-09	123	1101	115	398	71	180	215	123	222	526	93	3167
September-09	175	973	143	501	71	214	483	126	222	358	51	3317
October-09	270	1084	102	258	184	106	749	117	178	394	0	3442
November-09	88	778	113	493	120	232	434	275	247	241	31	3052
December-09	139	874	95	429	109	181	385	259	279	234	33	3017
Total	2699	11044	1518	5216	1379	2206	6297	2045	2836	3297	448	38985

VERMONT 2008 - ALL SITES

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT	AVG
Patient Census														
Male	1475.5	1443	1494	1467	1442	1430.7	1433	1401	1399	1416	1415	1328	17144.2	1428.683
Female	190.5	178	167	156.5	159.25	153.4	159.9	160.2	176	157	145	136	1938.75	161.5625
Total Population	1666	1621	1661	1623.5	1601.25	1584.1	1592.9	1561.2	1575	1573	1560	1464	19082.95	1590.246
Health Screen														
Transfer Screenings	200	233	263	219	254	250	261	227	242	273	163	239	2824	235.3333
Intake Screenings	882	638	713	702	724	668	754	701	637	687	658	602	8366	697.1667
Total Screenings	1082	871	976	921	978	918	1015	928	879	960	821	841	11190	932.5
Intakes														
Intakes (no Detox)	841	601	672	671	696	630	686	648	596	570	556	541	7708	642.3333
Intakes w/Detox	41	37	41	31	28	38	68	53	41	117	102	61	658	54.83333
Total Intakes	882	638	713	702	724	668	754	701	637	687	658	602	8366	697.1667
H&P														
Intake H&P														
MD	36	32	42	26	49	58	28	16	41	81	57	24	490	40.83333
NP	57	52	75	106	102	94	133	89	82	106	108	137	1141	95.08333
PA	102	105	97	149	117	104	116	100	50	97	72	75	1184	98.66667
Total Intake H&Ps	195	189	214	281	268	256	277	205	173	284	237	236	2815	234.5833
Annual Physicals														
MD	21	9	2	10	6	18	12	2	1	2	6	3	92	7.666667
NP	20	20	6	10	29	17	12	4	2	5	9	7	141	11.75
PA	23	14	13	22	7	7	9	15	1	2	0	0	113	11.3
Total Annual Physicals	64	43	21	42	42	42	33	21	4	9	15	10	346	30.71667
Sick Call														
Sick Call Requests	3110	2637	3064	2891	2663	2781	2957	2588	2665	2667	2905	2711	33639	2803.25
Walk-ins	162	167	185	145	176	150	209	442	376	289	217	194	2712	226
Seen														
MD	307	340	481	345	320	386	553	325	442	322	354	332	4507	375.5833
NP	46	41	68	108	140	106	119	126	101	131	159	208	1353	112.75
PA	146	144	147	196	130	131	114	73	55	27	58	45	1266	105.5
RN	1642	1288	1462	1358	1277	1317	1345	1283	1242	1448	1569	1453	16684	1390.333
Not Seen														
Not requiring encounter	94	65	105	69	35	77	101	39	63	58	109	43	858	71.5
No encounter - ref to MH	382	326	363	394	392	391	388	374	375	337	365	333	4420	368.3333
No encounter - ref to Dental	441	370	352	353	299	319	301	314	319	297	250	251	3866	322.1667
Refused	27	36	46	45	46	21	15	30	45	21	23	17	372	31
Released	23	27	38	23	24	33	20	21	23	24	18	25	299	24.91667
At Court	2	0	2	0	0	0	1	3	0	2	0	4	14	2.333333
Total Sick Call	3110	2637	3064	2891	2663	2781	2957	2588	2665	2667	2905	2711	33639	2804.417
On-site Diagnostic Studies & Tests														
On-site X-Ray	15	16	9	18	20	20	16	32	26	18	12	27	229	19.08333
On-site EKG	26	43	22	20	64	22	19	27	35	43	29	23	373	31.08333
Lab Tests (exclude HEP and HIV)	441	335	409	411	447	414	387	355	382	302	317	368	4568	380.6667
Total Diagnostics	482	394	440	449	531	456	422	414	443	363	358	418	5170	430.8333
Chronic Care														
Cardio/Hypertension														
Starting Population	129	140	145	143	142	126	138	135	154	190	168	161	1771	147.5833
Admitted w/Diagnosis	38	50	44	44	37	50	50	63	56	69	57	64	622	51.83333
New Diagnoses	2	0	0	0	0	0	1	0	1	0	1	13	18	3.6
Total Population	169	190	189	187	179	176	189	198	211	259	226	238	2411	203.0167
Encounters	59	55	69	80	75	75	68	68	81	102	79	82	893	74.41667
Race														
White	125	143	153	149	158	152	146	156	185	205	181	182	1935	161.25
African American	10	10	6	9	3	4	6	4	5	10	10	10	87	7.25
Latin	1	2	2	2	1	0	0	2	0	0	0	0	10	1.666667
Asian	1	1	1	0	0	1	0	0	0	0	1	1	6	1
Other	0	0	0	0	1	0	0	1	1	0	1	2	6	1.2
Total Population	137	156	162	160	163	157	152	163	191	215	193	195	2044	172.3667
Age														
18-25	8	8	9	9	5	6	8	8	11	15	11	18	116	9.666667
26-35	23	22	28	28	30	33	26	28	33	37	29	26	343	28.58333
36-50	69	82	71	75	80	77	73	74	96	100	90	87	974	81.16667
51-65	30	37	47	39	40	34	38	47	44	50	58	54	518	43.16667
66+	7	7	7	9	8	7	7	6	7	13	5	10	93	7.75
Total Population	137	156	162	160	163	157	152	163	191	215	193	195	2044	170.3333
Diabetes														
Starting Population	52	47	46	50	51	44	51	47	53	57	52	47	597	49.75
Admitted w/Diagnosis	7	6	21	17	9	15	15	23	15	13	12	11	164	13.66667
New Diagnoses	0	1	0	2	0	0	1	3	1	0	0	0	8	1.6
Total Population	59	54	67	69	60	59	67	73	69	70	64	58	769	65.01667
Encounters	22	16	21	28	13	17	24	23	19	25	25	21	254	21.16667
Race														
White	38	41	48	51	46	44	46	46	50	56	49	42	557	46.41667
African American	3	1	1	2	2	1	3	2	2	5	6	1	29	2.416667
Latin	1	1	1	1	1	0	0	3	2	1	0	0	11	1.375
Asian	1	1	1	1	1	1	1	1	1	1	1	2	13	1.083333
Other	1	1	2	1	1	1	1	1	1	0	1	0	11	1.1
Total Population	44	45	53	56	51	47	51	53	56	63	57	45	621	52.39167
Age														
18-25	1	0	1	2	3	4	2	1	1	4	3	0	22	2.2
26-35	5	4	6	5	6	3	5	5	6	8	6	1	60	5
36-50	19	21	22	22	18	14	16	21	20	25	19	17	234	19.5
51-65	17	18	22	25	22	24	26	24	27	25	27	26	283	23.58333
66+	2	2	2	2	2	2	2	2	2	1	2	1	22	1.833333
Total Population	44	45	53	56	51	47	51	53	56	63	57	45	621	52.11667

Neurology														
Starting Population	27	29	29	26	38	33	35	36	41	39	37	31	401	33.41667
Admitted w/Diagnosis	12	18	14	21	12	17	20	25	21	24	25	10	219	18.25
New Diagnoses	2	0	0	1	0	0	0	0	0	0	0	0	3	1.5
Total Population	41	47	43	48	50	50	55	61	62	63	62	41	623	53.16667
Encounters	21	10	16	18	20	14	19	23	20	28	29	14	232	19.33333
Race														
White	33	27	30	36	41	40	37	46	50	49	51	35	475	39.58333
African American	5	3	3	2	5	2	3	2	3	3	3	1	35	2.916667
Latin	1	1	0	0	0	0	0	0	0	1	1	0	4	1
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	1	0	0	0	0	0	0	0	0	0	1	1
Total Population	39	31	34	38	46	42	40	48	53	53	55	36	515	44.5
Age														
18-25	9	5	6	3	6	6	4	8	7	5	8	7	74	6.166667
26-35	12	9	11	13	18	15	18	16	17	20	14	8	171	14.25
36-50	16	15	15	18	19	18	12	19	26	26	26	15	225	18.75
51-65	1	2	2	4	3	3	6	5	3	2	7	6	44	3.666667
66+	1	0	0	0	0	0	0	0	0	0	0	0	1	1
Total Population	39	31	34	38	46	42	40	48	53	53	55	36	515	43.83333
HIV / AIDS														
Starting Population	5	11	9	7	10	6	5	7	8	8	8	9	93	7.75
Admitted w/Diagnosis	1	0	4	4	0	0	2	3	4	3	1	0	22	2.75
Total Tested	49	40	56	66	61	66	73	36	30	29	57	28	591	49.25
Tested + for HIV	0	0	1	0	0	0	0	0	0	0	0	0	1	1
Total Population	5	11	10	7	10	6	5	7	8	8	8	9	94	60.75
HIV Encounters	1	2	3	4	4	3	4	2	2	4	4	3	36	3
Starting AIDS Population	0	0	2	1	1	1	1	2	2	3	2	2	17	1.7
Diagnosed w/AIDS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Population	0	0	2	1	1	1	1	2	2	3	2	2	17	4.7
Race														
White	1	5	5	7	6	2	4	5	7	8	6	6	62	5.166667
African American	1	2	2	2	1	2	1	1	1	1	1	2	17	1.416667
Latin	0	0	0	1	1	1	0	0	0	0	0	0	3	1
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	1	1	0	0	0	0	0	0	0	0	0	2	1
Total Population	2	8	8	10	8	5	5	6	8	9	7	8	84	8.583333
Age														
18-25	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26-35	0	0	0	2	2	0	1	0	1	0	1	1	8	1.333333
36-50	1	6	7	7	6	4	4	6	7	9	6	6	69	5.75
51-65	1	2	1	1	0	1	0	0	0	0	0	1	7	1.166667
66+	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Population	2	8	8	10	8	5	5	6	8	9	7	8	84	8.25
Hep C														
Starting Population	212	219	185	178	169	184	172	171	165	162	142	137	2096	174.6667
Admitted w/Diagnosis	67	41	58	48	37	51	66	50	51	50	30	39	588	49
Total Tested	73	60	70	71	69	79	85	46	37	37	32	52	711	59.25
Tested Positive	2	4	1	7	3	1	2	1	1	0	1	0	23	2.3
Total Population	214	223	186	185	172	185	174	172	166	162	143	137	2119	285.2167
Confirmed Hep C	120	114	130	97	91	127	141	115	126	110	88	106	1365	113.75
Hep C Encounters	96	75	69	76	69	86	82	66	58	77	42	51	847	70.58333
Race														
White	189	177	176	164	172	173	154	157	171	166	141	133	1973	164.4167
African American	9	7	5	2	7	5	6	4	2	6	1	3	57	4.75
Latin	3	3	4	5	5	4	2	2	1	1	1	1	32	2.666667
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	1	0	0	0	0	1	0	0	2	1
Total Population	201	187	185	171	185	182	162	163	174	174	143	137	2064	172.8333
Age														
18-25	51	46	39	28	34	26	30	28	28	29	21	19	379	31.58333
26-35	69	50	61	52	58	60	47	49	52	54	38	42	632	52.66667
36-50	65	76	71	78	77	77	70	70	72	71	59	49	835	69.58333
51-65	16	15	14	13	16	19	15	16	22	20	25	27	218	18.16667
66+	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Population	201	187	185	171	185	182	162	163	174	174	143	137	2064	172
Pulmonary/Asthma - COPD														
Starting Population	146	151	160	166	147	161	155	155	151	156	142	137	1827	152.25
Admitted w/Diagnosis	57	54	79	63	58	57	53	54	38	70	47	50	680	56.66667
New Diagnoses	0	0	0	1	0	0	0	0	0	0	0	0	1	1
Total Population	203	205	239	230	205	218	208	209	189	226	189	187	2508	209.9167
Encounters	71	63	93	80	92	99	69	92	71	101	60	67	958	79.83333
Race														
White	136	138	179	169	167	175	154	156	170	186	156	157	1943	161.9167
African American	21	13	9	11	16	8	11	6	8	12	6	4	125	10.41667
Latin	3	4	5	2	2	0	1	0	0	0	0	2	19	2.714286
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	1	1	2	2	1	1	1	1	1	0	0	0	11	1.222222
Total Population	161	156	195	184	186	184	167	163	179	198	162	163	2098	176.2698
Age														
18-25	46	41	59	46	40	37	39	46	46	53	34	45	532	44.33333
26-35	52	53	58	68	71	64	61	55	58	62	46	44	692	57.66667
36-50	42	44	49	43	52	57	44	42	44	54	54	50	575	47.91667
51-65	19	16	27	25	21	25	22	19	30	29	27	24	284	23.66667
66+	2	2	2	2	2	1	1	1	1	0	1	0	15	1.5
Total Population	161	156	195	184	186	184	167	163	179	198	162	163	2098	175.0833
TB														
Starting Population	6	3	4	4	3	4	3	1	3	4	2	2	39	3.25
Admitted w/Diagnosis	2	2	2	0	0	1	4	3	1	0	5	5	25	2.777778

	Total Tested	534	467	513	446	451	443	501	452	487	503	429	418	5644	470.3333
	Tested Positive	2	0	3	5	6	2	3	0	1	3	5	1	31	3.1
	Total Population	8	3	7	9	9	6	6	1	4	7	7	3	70	479.4611
	Chest X-Ray after + PPD	4	0	4	5	8	3	3	0	1	4	5	1	38	3.8
	On Treatment (INH, etc.)	4	3	5	4	4	3	4	2	3	2	2	1	37	3.083333
	Race														
	White	5	22	22	40	30	2	14	10	9	12	4	12	182	15.16667
	African American	0	0	2	2	2	2	2	2	2	3	2	1	20	2
	Latin	0	0	0	2	1	1	1	0	0	0	2	0	7	1.4
	Asian	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Other	0	0	0	0	0	0	0	0	0	0	1	0	1	1
	Total Population	5	22	24	44	33	5	17	12	11	15	9	13	210	19.56667
	Age														
	18-25	1	9	4	19	5	2	13	4	4	5	2	4	72	6
	26-35	1	8	12	14	8	1	4	5	4	5	6	8	76	6.333333
	36-50	3	5	6	11	19	1	0	0	0	2	1	1	49	5.444444
	51-65	0	0	2	0	1	1	0	3	3	3	0	0	13	2.166667
	66+	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Population	5	22	24	44	33	5	17	12	11	15	9	13	210	19.94444
Other															
	Starting Population	42	47	36	41	34	46	44	43	42	45	32	32	484	40.33333
	Admitted w/Diagnosis	5	5	3	4	5	6	8	13	13	4	7	10	83	6.916667
	New Diagnoses	0	0	0	1	6	0	0	1	1	0	0	0	9	2.25
	Total Population	47	52	39	46	45	52	52	57	56	49	39	42	576	49.5
	Encounters	13	19	9	9	11	10	8	18	12	11	15	14	149	12.41667
	Race														
	White	35	40	32	30	44	46	37	42	44	41	30	33	454	37.83333
	African American	1	3	1	1	2	2	1	1	2	1	0	2	17	1.545455
	Latin	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Asian	2	0	0	0	0	0	0	0	0	0	0	0	2	2
	Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Population	38	43	33	31	46	48	38	43	46	42	30	35	473	41.37879
	Age														
	18-25	5	2	1	1	1	1	2	1	1	3	1	1	20	1.666667
	26-35	7	5	4	4	7	9	4	7	8	7	4	3	69	5.75
	36-50	17	20	16	13	21	19	15	24	22	23	17	15	222	18.5
	51-65	6	13	10	10	14	15	15	9	12	7	6	14	131	10.91667
	66+	3	3	2	3	3	4	2	2	3	2	2	2	31	2.583333
	Total Population	38	43	33	31	46	48	38	43	46	42	30	35	473	39.41667
Infectious Disease															
	Hepatitis														
	Hep A New Diagnoses	0	0	0	0	0	1	0	0	0	0	0	0	1	1
	Hep B New Diagnoses	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Hep C New Diagnoses	2	4	1	7	3	1	2	1	1	0	1	0	23	2.3
	Total Hep New Diagnoses	2	4	1	7	3	2	2	1	1	0	1	0	24	3.3
	Other Infectious Diseases														
	MRSA New Diagnoses	1	2	2	1	3	8	4	6	2	3	0	2	34	3.090909
	TB New Diagnoses	4	2	5	5	6	3	7	3	2	3	10	6	56	4.666667
	HIV New Diagnoses	1	0	5	4	0	0	2	3	4	3	1	0	23	2.875
	AIDS New Diagnoses	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Other New Diagnoses	6	4	12	10	9	11	13	12	8	9	11	8	113	10.63258
	STDs (New Diagnoses Only)														
	Syphilis	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Gonorrhea	0	0	0	1	0	0	0	0	0	0	0	0	1	1
	Vulvovaginitis	12	16	0	7	4	8	6	0	0	0	0	0	53	8.833333
	Chlamydia	2	3	2	7	4	0	2	1	0	1	1	3	26	2.6
	Other	0	0	0	2	3	0	0	0	0	0	1	0	6	2
	Total STD New Diagnoses	14	19	2	17	11	8	8	1	0	1	2	3	86	14.43333
Dental															
	Dental Screens (Nursing)	789	606	685	660	653	606	668	635	617	673	526	646	7764	647
	Non-Dental Staff Encounters	789	606	685	660	653	606	668	635	617	673	526	646	7764	647
	Sick Call Referrals	422	368	354	377	310	363	332	313	320	250	233	293	3935	327.9167
	Non-Emergent Procedures														
	Cleaning	61	18	31	64	38	19	31	23	41	24	19	41	410	34.16667
	Dentures	23	12	11	19	16	7	10	9	16	9	6	7	145	12.08333
	Extractions	70	84	79	63	95	64	53	90	63	43	55	73	832	69.33333
	Fillings	151	134	119	114	100	124	86	96	81	39	58	85	1187	98.91667
	Exams	197	185	198	237	228	163	162	159	205	129	142	185	2190	182.5
	Other Procedures	73	108	107	107	88	93	89	75	69	38	49	47	943	78.58333
	Emergent Procedures	33	28	8	10	5	10	6	4	1	3	1	3	112	9.333333
	Total Dental Staff Encounters	1030	937	907	991	880	843	769	769	796	535	563	734	9754	812.8333
Optometry															
	Optometrist Visits	66	78	37	131	129	21	127	0	62	77	23	83	834	75.8
	Total Optometry Visits	66	78	37	131	129	21	127	0	62	77	23	83	15997	75.8
Womens															
	Pap Smears	5	5	11	32	11	6	15	14	5	10	7	8	129	10.75
	Positive Paps	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Mammograms	2	2	4	3	5	2	0	2	1	1	1	1	24	2.181818
	Starting Pregnancy Population	0	6	7	4	1	1	1	0	3	0	1	1	25	2.777778
	New Pregnancies	7	3	5	0	5	3	4	4	5	5	0	2	43	4.3
	OB / GYN Encounters	29	20	16	15	24	41	38	15	20	16	12	14	260	21.66667
Other															
	Segregation Population	254	243	276	275	260	239	226	212	231	277	229	220	2942	245.1667
	INCAPS	145	127	91	109	124	135	151	157	171	152	134	116	1612	134.3333
	Inmate Deaths	0	0	0	0	0	1	0	1	0	1	0	0	3	1
	Inmates cleared for Food Service	68	63	70	70	55	65	73	68	74	86	67	69	828	69
Off-Site															
	Diagnostic Tests														

Colonoscopy	1	0	3	3	1	2	4	2	0	2	2	2	22	2.2
CT Scan	2	4	2	2	5	3	1	2	3	7	0	3	34	3.090909
EGD	0	0	0	0	0	0	1	1	1	2	0	0	5	1.25
Mammogram	0	3	1	3	5	1	0	1	1	2	1	1	19	1.9
MRI	1	1	0	3	1	6	3	2	1	2	0	2	22	2.2
Scans	0	2	0	1	1	1	0	0	1	1	0	3	10	1.428571
Stat Labs	14	10	15	10	9	11	10	8	18	11	6	8	130	10.83333
Stress Test	2	0	2	1	2	0	0	2	2	5	4	1	21	2.333333
Ultrasound	9	16	7	12	9	5	4	3	3	6	8	4	86	7.166667
Upper GI	0	0	1	1	0	0	0	0	1	1	0	0	4	1
X-Ray (Flat)	10	11	15	17	14	12	10	6	15	10	10	10	140	11.66667
Total Diagnostic Tests	39	47	46	53	47	41	33	27	46	49	31	34	493	45.06948
Specialty Appointments														
Dental	24	21	22	19	28	18	0	0	0	0	0	0	132	22
ENT	1	1	0	0	1	8	4	4	5	3	2	3	32	3.2
General Specialty	33	35	27	22	28	23	23	25	17	23	16	18	290	24.16667
General Surgery	3	4	9	5	7	4	4	4	9	4	4	1	58	4.833333
GYN	1	3	3	2	1	1	0	0	4	2	1	2	20	2
Hematology	0	0	0	0	0	0	0	0	0	0	0	1	1	1
Infectious Disease	2	1	1	5	2	0	1	2	0	0	6	0	20	2.5
Neurology	2	2	2	4	1	4	0	1	3	2	1	3	25	2.272727
OB	3	7	7	8	3	3	3	3	0	1	1	1	40	3.636364
Oncology	0	1	1	2	2	0	2	1	0	2	2	5	18	2
Opthamology	7	6	2	6	5	3	10	8	7	5	6	1	66	5.5
Oral Surgery	1	2	0	0	1	2	2	1	2	0	1	3	15	1.666667
Orthopedics	9	7	7	6	5	6	7	13	7	8	9	12	96	8
Radiology	3	3	0	2	2	4	4	7	26	29	7	2	89	8.090909
Rheumatology	1	0	0	2	0	1	0	1	0	1	0	0	6	1.2
Urology	2	0	0	3	1	2	0	0	0	0	1	0	9	1.8
Total Specialty Appointments	92	93	81	86	87	79	60	70	80	80	57	52	917	93.86667
Emergency Room Visits	34	18	44	50	46	56	34	33	40	20	26	32	433	36.08333
Outpatient Surgery	2	3	1	9	7	5	5	7	6	5	5	4	59	4.916667
Num Inpatient Days	12	18	27	18	0	7	9	11	24	18	11	1	156	14.18182
Staff														
Provider Encounters														
MD	428	381	525	381	375	462	593	343	484	405	417	359	5153	429.4167
NP	123	113	149	224	271	217	264	219	185	242	276	352	2635	219.5833
PA	271	263	257	367	254	242	239	188	106	126	130	120	2563	213.5833
Total Provider Visits	822	757	931	972	900	921	1096	750	775	773	823	831	10351	862.5833
Staff Vaccinations														
Hep B	0	0	0	0	0	0	0	2	0	1	0	0	3	1.5
Tetanus	0	0	0	0	0	0	0	0	0	19	1	0	20	10
TB	0	1	10	6	3	2	0	1	6	18	3	1	51	5.1
Total Vaccinations	0	1	10	6	3	2	0	3	6	38	4	1	74	16.6
DOC Staff														
PPDs	2	1	23	4	5	5	3	12	2	9	5	2	73	6.083333
Hep B Vaccines	6	2	3	0	2	1	3	6	2	3	0	0	28	3.111111
Flu Vaccines	0	0	0	0	0	0	0	0	0	75	46	15	136	45.33333
Diptheria-Tetannus Vaccines	0	0	0	0	0	0	0	2	0	0	1	1	4	1.333333

Appendix 5.07a - Healthcare RFP - VTDOC Policies and Directives Related to Health Services

#306	Incapacitated Persons	08/26/82
#351	Health Care Services	02/10/86
#351.01	Health Care Policy Addendum - AIDS	07/01/87
#351.02	Medical Care for Offenders Injured on Community Service Teams	06/15/95
#351.03	Bloodborne Pathogens Exposure Control Plan	11/30/92
#352	Dental Policy	10/20/82
#353	Terminal Illness and Inmate Death (Facilities)	03/29/06
#354.01	General Food Service Operations	07/31/97
#354.02	Standardized Menu Planning	7/31/1997
#354.02.02	Food Service in Special Housing Units	07/31/97
#354.02.03	Offsite Meals	07/31/97
#354.03	Nutritional Standards	07/31/97
#354.04	Food Service Safety and Sanitation	07/31/97
#354.05	Inmate Alternative Diets: Medical/Dental and Religious	09/4/07
#361	Mental Health Services	08/31/82
#361.01	Mental Health Directive	8/20/1997
#361.01.01	Mental Health Receiving Screening	08/20/97
#361.01.02	Referral for Mental Health Services	08/20/97
#361.01.03	Mental Health Intake Assessment	08/20/97
#361.01.04	Mental Health Evaluation	08/20/97
#361.01.05	Mental Health Services	08/20/97
#361.01.06	Individualized Treatment Planning	08/20/97
#361.01.07	Continuity of Care for Medical/Mental Health Services	08/20/97
#361.01.08	Management of Chemical Dependency & Withdrawal	08/20/97
#361.01.09	Residential Treatment Programs	08/20/97
#361.01.10	Mental Health Rounds in Segregation Units	08/20/97
#361.01.11	Disciplinary Procedures for Inmates with Serious Mental Illness	08/20/97
#361.01.12	Mental Health Roster: Admission/Discharge Criteria	08/20/97
#361.01.13(a)	Suicide Prevention - Safety Smock Protocol	08/11/99
#361.01.14	Psychotropic Medications	08/20/97
#362	Suicide Prevention & Intervention in Facilities	11/09/05
#363	Alcohol and Drug Abuse Treatment Services	05/30/83
#363.01	Methadone Facilitation	04/09/04
#370	Classification, Treatment and the Use of Administrative and Disciplinary Segregation for Inmates with a Serious Mental Illness - APA Rule # 05-049	12/21/05
#371.01	Americans with Disabilities Act Facilities and Field	3/17/2008
371.05	Offender Responsibility Plan	11/21/2007
#371.22	Out of State Transfer/Supplemental Facility	12/30/02
#373.02	Medical, Treatment and Short Term Inpatient Furloughs	3/27/2006
#413.08	Use of Restraints and Roles of Security and Health Care Professionals in Facilities	09/28/05
#413.10	Use of Restraint Chair	04/24/06
#413.11	Responses to Self Harm	08/21/06

Vision, Mission, Values and Principles

The operating philosophy of the Vermont Department of Corrections.

Vision

To be valued by the citizens of Vermont as a partner in prevention, research, control and treatment of criminal behavior.

Mission

In partnership with the community, we support safe communities by providing leadership in crime prevention, repairing the harm done, addressing the needs of crime victims, ensuring offender accountability for criminal acts and managing the risk posed by offenders.

This is accomplished through a commitment to quality services and continuous improvement while respecting diversity, legal rights, human dignity and productivity.

Values

Responsibility, Commitment, Integrity, Judgment, Creativity, Enthusiasm, Compassion

Principles

We believe:

- That people can change.
- That community participation and support are essential for the successful delivery of correctional services.
- In the inherent worth and dignity of all individuals.
- In treating people with respect and dignity.
- In teamwork and the process of continuous improvement.
- In professional self-improvement.
- In the placement of offenders in the least restrictive environment consistent with public safety and offense severity.
- In fairness throughout decision making.
- In respect for the liberty interests, rights and entitlements of the individual.
- In individual empowerment.
- In non-violent conflict resolution.
- In maintaining a safe and secure environment.
- In the value of individual, cultural and racial diversity.
- That victims have the right to have an active role in determining how their needs can best be met.
- That offenders are responsible, to the extent possible, to repair harm done to victims and the community.

The Vermont Statutes Online

Title 26: Professions and Occupations

Chapter 13: DENTISTS AND DENTAL HYGIENISTS

26 V.S.A. § 722. Operation of dental office or business

§ 722. Operation of dental office or business

A person may not operate or conduct a dental office or business under any name other than the name of the dentist or dentists actually owning the practice or a corporate name of such dentist or dentists. The surviving spouse, executor, or administrator of the estate of a registered dentist, or the spouse, of an incapacitated registered dentist, may employ a registered dentist of this state to terminate the practice within a reasonable length of time. Every dentist when he begins practice, either by himself or as an assistant shall forthwith notify the secretary of the board of his office address, and every registered and licensed dentist, dental assistant and dental hygienist shall keep his license and certificate of registration displayed in such manner as to be easily seen and read. (Amended 1969, No. 81, § 2; 1973, No. 46, § 1.)

The Vermont Statutes Online

Title 28: Public Institutions and Corrections

The Vermont Statutes Online

Title 33: Human Services

Chapter 7: Office of Alcohol and Drug Abuse

708. Treatment and services

§ 708. Treatment and services

(a) When a law enforcement officer encounters a person who, in the judgment of the officer, is intoxicated as defined in section 702 of this title, the officer may assist him or her, if he or she consents, to his or her home, an approved substance abuse treatment program, or some other mutually agreeable location.

(b) When a law enforcement officer encounters a person who, in the judgment of the officer, is incapacitated as defined in section 702 of this title, the person shall be taken into protective custody by the officer. The officer shall transport the incapacitated person directly to an approved substance abuse treatment program with detoxification capabilities, or to the emergency room of a licensed general hospital for treatment, except that if a substance abuse crisis team or a designated substance abuse counselor exists in the vicinity and is available, the person may be released to the team or counselor at any location mutually agreeable between the officer and the treator. The period of protective custody shall end when the person is released to a substance abuse crisis team, a designated substance abuse counselor, a clinical staff person of an approved substance abuse treatment program with detoxification capabilities, or a professional medical staff person at a licensed general

hospital emergency room. The person may be released to his or her own devices if, at any time, the officer judges him or her to be no longer incapacitated. Protective custody shall in no event exceed 24 hours.

(c) If an incapacitated person is taken to an approved substance abuse treatment program with detoxification capabilities and the program is at capacity, the person shall be taken to the nearest licensed general hospital emergency room for treatment.

Subsection (d) effective until July 1, 2011; see also subsection (d) set out below.

(d) A person judged by a law enforcement officer to be incapacitated, and who has not been charged with a crime, may be lodged in protective custody in a lockup or community correctional center for up to 24 hours or until judged by the person in charge of the facility to be no longer incapacitated, if and only if:

(1) The person refuses to be transported to an appropriate facility for treatment, or if once there, refuses treatment or leaves the facility before he or she is considered by the responsible staff of that facility to be no longer incapacitated; or

(2) No approved substance abuse treatment program with detoxification capabilities and no staff physician or other medical professional at the nearest licensed general hospital can be found who will accept the person for treatment.

Subsection (d) effective July 1, 2011; see also subsection (d) set out above.

(d) A person judged by a law enforcement officer to be incapacitated, and who has not been charged with a crime, may be lodged in protective custody in a secure facility not operated by the department of corrections for up to 24 hours or until judged by the person in charge of the facility to be no longer incapacitated, if and only if:

(1) The person refuses to be transported to an appropriate facility for treatment, or if once there, refuses treatment or leaves the facility before he or she is considered by the responsible staff of that facility to be no longer incapacitated; or

(2) No approved substance abuse treatment program with detoxification capabilities and no staff physician or other medical professional at the nearest licensed general hospital can be found who will accept the person for treatment.

Subsection (e) effective until July 1, 2011; see also subsection (e) set out below.

(e) No person shall be lodged in a lockup or community correctional center under subsection (d) of this section without first being evaluated by a substance abuse crisis team, a designated substance abuse counselor, a clinical staff person of an approved substance abuse treatment program with detoxification capabilities, or a professional medical staff person at a licensed general hospital emergency room and found to be indeed incapacitated.

Subsection (e) effective July 1, 2011; see also subsection (e) set out above.

(e) No person shall be lodged in a secure facility under subsection (d) of this section without first being evaluated by a substance abuse crisis team, a designated substance abuse counselor, a clinical staff person of an approved substance abuse treatment program with detoxification capabilities or a professional medical staff person at a licensed general hospital emergency room and found to be indeed incapacitated.

Subsection (f) effective until July 1, 2011; see also subsection (f) set out below.

(f) No lockup or community correctional center shall refuse to admit an incapacitated person in protective custody whose admission is requested by a law enforcement officer, in compliance with the conditions of this section.

Subsection (f) effective July 1, 2011; see also subsection (f) set out above.

(f) A lockup not operated by the department of corrections shall not refuse to admit an incapacitated person in protective custody whose admission is requested by a law enforcement officer, in compliance with the conditions of this section.

(g) Notwithstanding subsection (d) of this section, a person under 18 years of age who is judged by a law enforcement officer to be incapacitated and who has not been charged with a crime shall not be held at a lockup or community correctional center. If needed treatment is not readily available the person shall be released to his or her parent or guardian. If the person has no parent or guardian in the area, arrangements shall be made to house him or her according to the provisions of chapter 55 of this title. The official in charge of an adult jail or lockup shall notify the director of the office of drug and alcohol abuse of any person under the age of 18 brought to an adult jail or lockup pursuant to this chapter.

Subsection (h) effective until July 1, 2011; see also subsection (h) set out below.

(h) If an incapacitated person in protective custody is lodged in a lockup or community correctional center, his or her family or next of kin shall be notified as promptly as possible. If the person is an adult and requests that there be no notification, his or her request shall be respected.

Subsection (h) effective July 1, 2011; see also subsection (h) set out above.

(h) If an incapacitated person in protective custody is lodged in a secure facility, his or her family or next of kin shall be notified as promptly as possible. If the person is an adult and requests that there be no notification, his or her request shall be respected.

(i) A taking into protective custody under this section is not an arrest.

Subsection (j) effective until July 1, 2011; see also subsection (j) set out below.

(j) Law enforcement officers or persons responsible for supervision in a lockup or community correctional center or members of a substance abuse crisis team or designated substance abuse counselors who act under the authority of this section are acting in the course of their official duty and are not criminally or civilly liable therefor, unless for gross negligence or willful or wanton injury.

Subsection (j) effective July 1, 2011; see also subsection (j) set out above.

(j) Law enforcement officers, persons responsible for supervision in a secure facility, members of a substance abuse crisis team or, and designated substance abuse counselors who act under the authority of this section are acting in the course of their official duty and are not criminally or civilly liable therefor, unless for gross negligence or willful or wanton injury. (Added 1977, No. 208 (Adj. Sess.), § 1; amended 1987, No. 182 (Adj. Sess.), § 2; 2001, No. 146 (Adj. Sess.), § 6, eff. June 21, 2002; 2007, No. 179 (Adj. Sess.), § 11, eff. July 1, 2011.)

Vermont Association of Hospitals and Health Systems

Hospital Directory

Brattleboro Memorial Hospital Barry Beeman, President 17 Belmont Ave Brattleboro, VT 05301 (802) 257-0341 http://www.bmhvt.org/ Licensed beds: 61	**Brattleboro Retreat** Robert E. Simpson, Jr., President and CEO Anna Marsh Lane, PO Box 803 Brattleboro, VT 05302 (802) 257-7785 http://http://www.brattlebororetreat.org/ Licensed Beds: 149
Central Vermont Medical Center Judy Tarr, CEO P.O. Box 547 Barre, VT 05641 (802) 371-4100 http://www.cvmc.org/ Licensed Beds: 122 (19 bassinets)	**Copley Hospital** **Melvyn Patashnick, President** 528 Washington Highway Morrisville, VT 05661 (802) 888-4231 http://www.copleyhealthsystems.org/ License Beds: 43 (8 bassinets) (CAH)
Fletcher Allen Health Care Melinda Estes, M.D., President & CEO 111 Colchester Avenue Burlington, VT 05401 (802) 847-0000 http://www.fletcherallen.org Licensed Beds: 562 (58 bassinets)	**Gifford Medical Center** Joseph Woodin, President P.O. Box 2000 Randolph, VT 05060 (802) 728-7000 http://www.giffordmed.org/ Licensed Beds: 52 (11 bassinets) (CAH)
Grace Cottage Hospital Mick Brant, CEO Route 35, P.O. Box 216 Townshend, VT 05353-0216 (802) 365-7357 http://www.otishealthcarecenter.org/ Licensed Beds: 19 (CAH)	**Mt. Ascutney Hospital and Health Center** Richard Slusky, CEO 289 County Road Windsor, VT 05089 (802) 674-6711 http://www.mtascutneyhospital.org/ Licensed Beds: 33 (CAH)
North Country Hospital Claudio Fort, CEO 189 Prouty Drive Newport, VT 05855 (802) 334-7331 http://www.nchsi.org/ Licensed Beds: 49 (16 bassinets) (CAH)	**Northeastern Vermont Regional Hospital** Paul Bengtson, CEO P.O. Box 905 St. Johnsbury, VT 05819 (802) 748-8141 http://www.nvrh.org/ Licensed Beds: 75 (10 bassinets) (CAH)
Northwestern Medical Center Peter Hofstetter, CEO 133 Fairfield Street St. Albans, VT 05478 (802) 524-5911 http://www.northwesternmedicalcenter.org/ Licensed Beds: 70 (10 bassinets)	**Porter Medical Center** James Daily, President 115 Porter Drive Middlebury, VT 05753 (802) 388-4701 http://www.portermedical.org/ Licensed Beds: 45 (CAH)
Rutland Regional Medical Center Thomas Huebner, President	**Southwestern Vermont Health Care** Harvey Yorke, President

160 Allen Street Rutland, VT 05701 (802) 775-7111 http://www.rrmc.org/ Licensed Beds: 188 (21 bassinets)	100 Hosp. Drive East Bennington, VT 05201 (802) 442-6361 http://www.svhealthcare.org/ Licensed Beds: 99 (10 bassinets)
Veterans Affairs Medical Center Rober M. Walton , Director 215 North Main Street White River Jct., VT 05009 (802) 295-9363 http://www.visn1.med.va.gov/wrj/ Licensed Beds: 60*	**Vermont State Hospital** Terry Rowe, Executive Director 103 S. Main Street Waterbury, VT 05676 (802) 241-1000 Licensed Beds: 53
* By definition, a Critical Access Hospital may operate only 25 of these beds. **Beds not licensed by the State.	

Long Term Care Facilities

Derby Green Nursing Home PO Box 24 Derby, VT 05829 (802) 766-2201 Licensed Capacity: 23	**Mt. Ascutney Health Center** 289 County Road Windsor, VT 05089 (802) 674-6711 Licensed Capacity: 66
Helen Porter Healthcare and Rehabilitation Center 115 Porter Drive Middlebury, VT 05753 802-388-4001 Licensed Capacity: 105	**SVHC Center for Living and Rehabilitation** 160 Hospital Drive Bennington, VT 05201 (802) 447-1547 Licensed Capacity: 150
Woodridge Nursing Home PO Box 550 Barre, VT 05641 (802) 371-4700 Licensed Capacity: 153	**Copley Manor** RR 3, Box 630 Morrisville, VT 05661 (802) 888-5201 Licensed Capacity: 86

Useful Links:

Dept of Corrections - http://doc.vermont.gov/

Dept of Corrections Policies - http://doc.vermont.gov/about/policies/policies-home

Dept of Corrections Facts and Figures for 2008 - http://doc.vermont.gov/about/reports/ff2008_adobe/view

Dept of Corrections Vision, Mission, Values and Principles - http://www.doc.vermont.gov/about/vision

Hospitals - http://www.vahhs.org/hospitals.htm

Mental Health Agencies - http://www.vtcouncil.org/

Agency of Human - http://www.ahs.state.vt.us/

Dept of Health - http://healthvermont.gov/

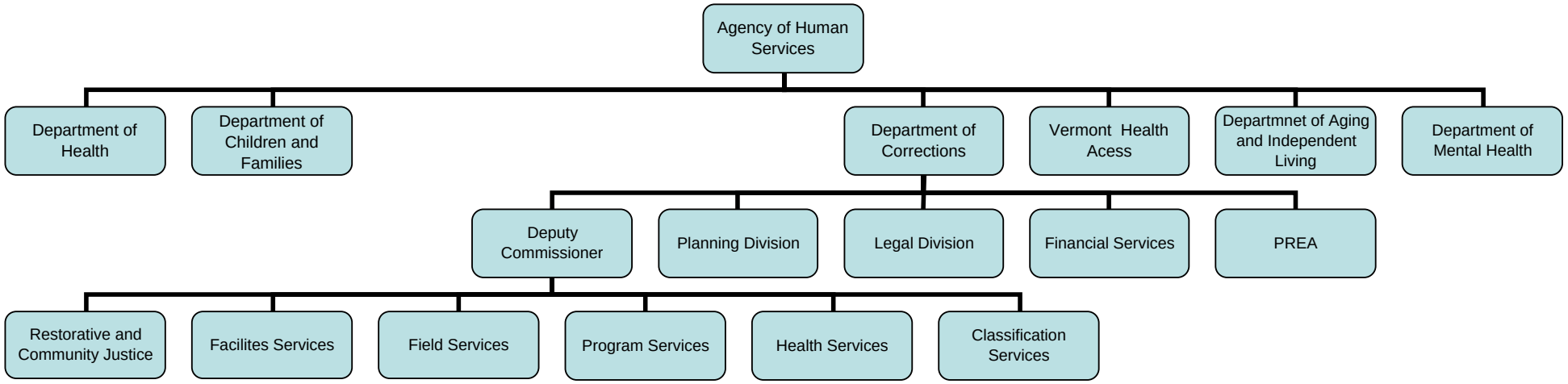
Dept of Mental Health - http://mentalhealth.vermont.gov/

VT Statutes Online - http://www.leg.state.vt.us/statutes/statutes2.htm

U.S. Dept of Health and Human Services – Substance Abuse and Mental Health Services Administration - http://www.samhsa.gov/index.aspx

U.S. Center for Disease Control and Prevention – Correctional Health - http://www.cdc.gov/correctionalhealth/

State of Vermont
Agency of Human Services and Department of Corrections
Organizational Chart



No. 26. An act relating to offenders with a mental illness or other functional impairment.

(S.2)

It is hereby enacted by the General Assembly of the State of Vermont:

Sec. 1. 28 V.S.A. § 701a is amended to read:

§ 701a. SEGREGATION OF INMATES WITH A SERIOUS MENTAL ILLNESS FUNCTIONAL IMPAIRMENT

(a) The commissioner shall adopt rules pursuant to chapter 25 of Title 3 regarding the classification, treatment, and segregation of an inmate with a serious mental illness functional impairment as defined in subdivision 906(1) and identified under subchapter 6 of this title chapter; provided that the length of stay in segregation for an inmate with a serious mental illness functional impairment:

(1) Shall not exceed 15 days if the inmate is segregated for disciplinary reasons.

(2) Shall not exceed 30 days if the inmate requested the segregation, except that the inmate may remain segregated for successive 30-day periods following assessment by a qualified mental health professional and approval of a physician for each extension.

(3) Shall not exceed 30 days if the inmate is segregated for any reason other than the reasons set forth in subdivision (1) or (2) of this subsection, except that the inmate may remain segregated for successive 30-day periods following a due process hearing for each extension, which shall include assessment by a qualified mental health professional and approval of a physician.

(b) For purposes of this title, and despite other names this concept has been given in the past or may be given in the future, “segregation” means a form of separation from the general population which may or may not include placement in a single occupancy cell and which is used for disciplinary, administrative, or other reasons.

(c) On or before the 15th day of each month, the department's health services director shall provide to the joint legislative corrections oversight committee a report that, while protecting inmate confidentiality, lists each inmate who was in segregation during the preceding month by a unique indicator and identifies the reason the inmate was placed in segregation, the length of the inmate's stay in segregation, whether the inmate has a serious mental illness, or is otherwise on the department's mental health roster, and, if so, the nature of the mental illness functional impairment. The report shall also indicate any incident of self harm or attempted suicide by inmates in segregation. The committee chair department shall ensure that a copy of the report is forwarded to the Vermont defender general and the executive director of Vermont Protection and Advocacy, Inc. on a monthly basis. At the request of the committee, the director shall also provide information about the nature of the functional impairments of inmates placed in segregation or services provided to these inmates. In addition, at least annually, the department shall provide a report on all inmates placed in segregation who were receiving mental health services.

Sec 2. 28 V.S.A. chapter 11, subchapter 6 is amended to read:

Subchapter 6. Services for Inmates with Serious

Mental Illness Functional Impairment
§ 906. DEFINITIONS
As used in this subchapter:
(1) “Serious mental illness functional impairment” means:
(A) a substantial disorder of thought, mood, perception, orientation, or memory, any of as diagnosed by a qualified mental health professional, which grossly substantially impairs judgment, behavior, capacity to recognize reality, or ability to meet the ordinary demands of life and which substantially impairs the ability to function within the correctional setting; or
(B) a developmental disability, traumatic brain injury or other organic brain disorder, or various forms of dementia or other neurological disorders, as diagnosed by a qualified mental health professional, which substantially impairs the ability to function in the correctional setting.
(2) “Mental Qualified mental health professional” means a person with professional training, experience, and demonstrated competence in the treatment of mental illness or serious functional impairments who is a physician, psychiatrist, psychologist, social worker, nurse, or other qualified person determined by the commissioner of mental health.
(3) “Mental illness or disorder” means a condition that falls under any Axis I diagnostic categories or the following Axis II diagnostic categories as listed in the American Psychiatric Association’s Diagnostic and Statistical Manual of Mental Disorders DSM-IV-TR Fourth Edition (Text Revision), as updated from time to time: borderline personality disorder, histrionic personality disorder, mental retardation, obsessive-compulsive personality disorder, paranoid personality disorder, schizoid personality disorder, or schizotypal personality disorder.
(4) “Screening” means an initial survey, which shall be trauma-informed, to identify whether an inmate has immediate treatment needs or is in need of further evaluation.
§ 907. MENTAL HEALTH SERVICE FOR INMATES; POWERS AND RESPONSIBILITIES OF COMMISSIONER
The commissioner shall administer a program of trauma-informed mental health services which shall be available to all inmates and shall provide adequate staff to support the program. The program shall provide the following services:
(1) Within 24 hours of admittance to a correctional facility all inmates shall be screened for any signs of serious mental illness or disorder, or serious functional impairment. If as a result of the screening it is determined that the inmate is receiving services under the developmental services waiver or is currently receiving community rehabilitation and treatment services, he or she will automatically be designated as having a serious functional impairment.
(2) A thorough trauma-informed evaluation, conducted in a timely and reasonable fashion by a qualified mental health professional, which includes a review of available medical and psychiatric records. The evaluation shall be made of each inmate who:
(A) has a history of serious mental illness or disorder;
(B) has received community rehabilitation and treatment services; or
(C) who shows signs or symptoms of serious mental illness or disorder or of serious functional impairment at the initial screening or as

observed subsequent to entering the department in a timely and reasonable fashion. The evaluation shall be conducted by a mental health professional who is qualified by training and experience to provide diagnostic, rehabilitative, treatment or therapeutic services to persons with serious mental illness. The evaluation shall include review of available medical and psychiatric records facility.
(3) The development and implementation of an individual treatment plan, when a clinical diagnosis by a qualified mental health professional indicates an inmate is suffering from serious mental illness or disorder or from serious functional impairment. The treatment plan shall be developed in accordance with best practices and explained to the inmate by a qualified mental health professional.
(4) Access to a variety of services and levels of care consistent with the treatment plan to inmates suffering serious mental illness or disorder or serious functional impairment. These services shall include, as appropriate, the following:
(A) Follow-up evaluations.
(B) Crisis intervention.
(C) Crisis beds.
(D) Residential care within a correctional institution.
(E) Clinical services provided within the general population of the correctional facility.
(F) Services provided in designated special needs units.
(G) As a joint responsibility with the department of mental health and the department of disabilities, aging, and independent living, and working with community mental health centers designated agencies, the implementation of discharge planning for community services which coordinates access to services for which the offender is eligible, developed in a manner that is guided by best practices and consistent with the reentry case plan developed under subsection 1(b) of this title.
(H) Other services that the department of corrections, the department of disabilities, aging, and independent living, and the department of mental health jointly determine to be appropriate.
(5) Procedures to actively Proactive procedures to seek and identify any inmate who has not received the enhanced screening, evaluation, and access to mental health services appropriate for inmates suffering from a serious mental illness or disorder or a serious functional impairment.
(6) Special training to medical and correctional staff to enable them to identify and initially deal with inmates with a serious mental illness or disorder or a serious functional impairment. This training shall include the following:
(A) Recognition of signs and symptoms of serious mental illness or disorder or a serious functional impairment in the inmate population.
(B) Recognition of signs and symptoms of chemical dependence and withdrawal.
(C) Recognition of adverse reactions to psychotropic medication.
(D) Recognition of improvement in the general condition of the inmate.
(E) Recognition of mental retardation.
(F) Recognition of mental health emergencies and specific

instructions on contacting the appropriate professional care provider and taking other appropriate action.
(G) Suicide potential and prevention.
(H) Precise instructions on procedures for mental health referrals.
(I) Any other training determined to be appropriate.
* * *

Sec. 3. REPORT
The agency of human services shall convene a working group which shall report quarterly to the corrections oversight committee on the analysis and implementation of systemwide changes for enhanced integration of services for seriously functionally impaired persons provided by the judiciary, agency of human services, and community agencies.
Sec. 4. SUNSET
Sec. 3 of this act shall be repealed on July 1, 2012.
Approved: May 19, 2009

MEDICAL RECORD AUDIT - QUALITY INDICATORS

1. The health record is in the approved format.
2. The standardized Intake screening form includes the patient's name, the name of the facility where the intake occurred and is filed appropriately within the health record.
3. Screening for suicidal risk factors is documented on the Intake Screening form.
4. Vital signs are documented on the Intake Screening form.
5. The Health Assessment is completed as required by contract (within 7 days) and the standardized Health Assessment form filed appropriately within the health record.
6. The signature and title of the individual completing the health assessment are documented on the form.
7. The Master Problem list reflects the patient's major health problems (medical, dental and mental health), including all chronic conditions.
8. The presence or absence of allergies is documented in red ink on the Master Problem List.
9. Documentation is provided for (1) PPD testing and results (2) past positive PPD or (3) refusal of testing.
10. Telephone and verbal physician's orders are countersigned by the person giving the orders within 72 hours.
11. Entries within the health record are in the approved documentation form (ie. SOAP/NETS)
12. Documentation on a standardized chronic illness form in the health record indicates that the patient's chronic illness is evaluated by a physician or mid level provider at least every 90 days.
13. The informed consent is documented on a standardized form, includes the inmate's signature and the health care provider's signature, and is filed appropriately.
14. The month and year are documented on the MAR.
15. The physician's order matches the order on the MAR.
16. If a dose of the medication was not given, the reason is documented on the MAR.
17. There is a corresponding progress note for any medication order.
18. Any Refusal of Treatment includes the patient's name and inmate ID number or date of birth.
19. The reason for any Refusal of Treatment is documented.
20. The sick call request was triaged within the Contract's time requirements.
21. An appropriate history of current complaint is documented re: the sick call request.
22. The date and time of the encounter in response to the sick call request is documented.
23. The transfer record includes the patient's name and inmate ID number of date of birth.
24. The transfer record was received prior to or at the time the inmate arrived and documentation of receipt of the record is recorded within the health record.
25. The transfer record summary includes a list of the patient's currently prescribed medications.

Inmate Transfer Protocol

Inmate transfer process

1 Determination of need of psychiatric hospitalization services by Medical Director of Mental Health contractor.

2 Determination of voluntary nature of transfer.

3 If involuntary transfer is necessitated an emergency evaluation (EE) request will be made by the MHM Medical Director to the EE screener. If a voluntary transfer is sought, the MHM Medical Director or designee will contact local psychiatric hospitals and discuss placement options.

4 If a recommendation is made to transfer, (for evaluation) the inmate from the facility to VSH (or private psychiatric hospital) by the EE screener and the MHM Medical Director, a notification of the recommendation and approval of transfer to HSD (Health Services Division) must be sought prior to transfer. However, it is the responsibility of the MHM Medical Director (when possible) to continually and fully inform HSD of significant issues pertaining to inmates with mental health treatment needs; thus, at this point HSD should be fully aware of the details of the case. The Medical Director will contact the receiving facilities attending psychiatrist or Medical Director to discuss the case and any transfer issues.

5 MHM Medical Director will notify the on-site PHS Nurse Manager. The Nurse Manager will coordinator the transfer and notification of transfer to: PHS Medical Director, S1 on duty, Program Manager, and Mental Health Clinician (if no prior notification). The Nurse Manager will contact the receiving facilities Nurse Manager and coordinate transfer details with him/her. The Nurse Manager will also follow-up with the receiving facilities Nurse Manager when the inmate has arrived on-site.

6 Program Manager will immediately coordinate all record retrieval and insure that the records from medical, mental health and pertinent facility notes are copied and given to the transport officer. A log of the copied records and transfer of such records will be maintained in the medical offices of the sending facility. The receiving facility (VSH or private) will sign for the records upon receipt. The Program Manager will insure the completion and inclusion of a psychiatric transfer note, mental health clinical transfer note, medical H&P, and a copy of the EE are all included in the sent medical record package. The Nurse Manager will be responsible for ensuring that the MAR’s are included in the record package.

Admission to Receiving Facility:

1. Upon arrival at the receiving facility the transport officers will provide admission staff with the medical records and ask for signed receipt of such records. The correctional officers will remain with the inmate through the evaluation and admission process. Once the inmate has completed the hospital admission process the Correctional Officers will notify the Nurse Manager that the admission is complete and they will return to the facility.
2. The Nurse Manager will notify the MHM Medical Director and will also contact the Hospital Nurse Manager.
3. The MHM clinician will contact the hospital social worker or case-manager within 24 hours and discuss the inmate treatment planning. The clinician will request a weekly up-date via a phone call while the inmate is in the hospital.

Discharge:

DOC will expect a written discharge summary from the hospital upon transfer back to the DOC facility. DOC will request the attending psychiatrist keep in contact with the MHM Medical Director and notify via phone call the discharge plan of the inmate. DOC will also request that the mental health clinician discuss the discharge summary and treatment planning with the hospital social worker. The Nurse Manager will also contact the hospital to coordinate the discharge and transfer back to the sending facility. The Nurse Manager will contact the appropriate facility staff to arrange transport.

Form E2

Price Proposal - Cost Plus Fixed Fee

Price Component	Start-Up Dec09-Jan10	Year 1 Feb 2010-Jan 2011	Year 2 Feb 2011-Jan 2012	Year 3 Feb 2012-Jan 2013
Base Price				
Clinical Personnel*				
<<Job Category1>>	-	-	-	-
<<Job Category2>>	-	-	-	-
<<Job Category3>>	-	-	-	-
<<Job Category4>>	-	-	-	-
Total Clinical Personnel	-	-	-	-
Clinical Fringe	-	-	-	-
Other Personnel**				
<<Job Category1>>	-	-	-	-
<<Job Category2>>	-	-	-	-
<<Job Category3>>	-	-	-	-
<<Job Category4>>	-	-	-	-
Total Other Personnel	-	-	-	-
Other Personnel Fringe	-	-	-	-
Inpatient Hospital	-	-	-	-
ER/Outpatient Hospital	-	-	-	-
Pharmacy - non Mental Health	-	-	-	-
Pharmacy - Mental Health	-	-	-	-
All Other Medical Supplies	-	-	-	-
Non-Medical Supplies	-	-	-	-
Rent	-	-	-	-
Equipment	-	-	-	-
Total Base Price	$ -	$ -	$ -	$ -
Corporate Overhead***	-	-	-	-
Administration/Office Supplies***	-	-	-	-
Other***	-	-	-	-
Profit	-	-	-	-
Total Fixed Fee	-	-	-	-
Total Estimated Cost	-	-	-	-

Notes:

* Includes employed and contracted staff, infirmary and other

** Includes other personnel solely dedicated to Vermont DOC

*** Attach explanation of costs

Appendix 5. 20o

Form A – Experience - Offeror

Include in the table below all contracts held during the past five years for delivery of health care services to detained and/or incarcerated persons.

Client Name **Contact Name, Address & Telephone**	**Duration of Contract (start and end dates)**	**Number of Lives**	**Avg. Annual Contract $ Amount**	**Description of Contract Scope (if contract has been terminated, also list reason here)**

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Offeror**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

The Offeror shall complete all information requested below.

1) Certification of Accuracy of Information Provided:

By signing this offer the Offeror certifies, under penalty of law, that the information provided herein is true, correct and complete to the best of Offeror's knowledge and belief. Offeror also acknowledges that should investigation at any time disclose any misrepresentation of falsification, any subsequent contract may be terminated by the Vermont Department of Corrections (VTDOC) without penalty to or further obligation by the VTDOC.

2) Certification of Non-Coercion:

By signing this offer the Offeror certifies, under penalty of law, that it has not made to any subcontracted provider any requests or inducements not to contract with another potential contractor in relation to this solicitation.

3) Civil Rights Compliance Data:

Has any Federal or State agency ever made a finding of noncompliance with any civil rights requirements with respect to your organization? θ Yes θ No If yes, please explain

_____

_____

_____

4) Handicapped Assurance:

Does your organization provide assurance that no qualified handicapped person shall be denied benefits of or excluded from participation in a program or activity because the Offeror's facilities (including subcontractors) are inaccessible to or unusable by handicapped persons? (NOTE: Check local zoning ordinances for handicapped requirements.) θ Yes θ No If yes, describe how such assurance is provided or how your organization is taking affirmative steps to provide assurance.

_____

_____

_____

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Offeror**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

5) Prior Convictions:

List all felony convictions within the past 15 years of any key personnel (i.e., CEO, Program Administrator, Medical Director, financial officers, major stockholders or those with controlling interest, etc). Failure to make full and complete disclosure shall result in the rejection of your proposal.

_____

_____

6) Federal Government Suspension/Exclusion:

Has Offeror been suspended or excluded from any Federal government programs for any reason?

θ Yes θ No If yes, please explain

_____

_____

7) Was an actuarial firm used to assist in developing proposed rates?

θ Yes θ No If yes, what is the name and address of this firm or organization?

_____
NAME

_____
STREET ADDRESS CITY ZIP

8) Has the Offeror contracted or arranged for Management Information Systems, software and/or hardware for the term of the contract?

θ Yes θ No If yes, is the Management Information System being obtained from a vendor?

θ Yes θ No If yes, please provide the vendor's name, the vendor's background (if any) with public agencies in the State of Vermont

_____

_____

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Offeror**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

9) a) Has the Offeror been party to a merger with or acquisition of another prison health care services contractor since January 1994?

θ Yes θ No If yes, list all such transactions below; beginning with the most recent:

Name of Merging Parties or Acquiring/Acquired Entities	Year of Transaction	Estimated Annual Revenues of Each Party at Time of Transaction

b) Is the Offeror in active negotiations for a merger or acquisition at this time?

θ Yes θ No If yes, please describe:

_____

_____

_____

10) Financial Disclosure Statement:

The Offeror shall provide the following information. This Financial Disclosure Statement shall be prepared as of 31Dec08 or as specified below.

a) Ownership: List the name and address of each person with an ownership or controlling interest in the entity submitting this offer:

Name	Address	% of ownership or control

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Offeror**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

b) Subcontractor Ownership: List the name and address of each person with an ownership or controlling interest in which the disclosing entity has direct or indirect ownership of 5% or more:

Name	Address	% of ownership or control

c) Ownership in Other Entities: List the name of any other entity in which a person with an ownership or control interest in the Offeror entity also has an ownership or control interest:

_____

_____

_____

_____

d) Criminal Offenses: List the name of any person who has ownership or control interest in the Offeror, or is an agent or managing employee of the Offeror and has been convicted of a criminal offense related to that person's involvement in any program for the provision of health care services to incarcerated populations in the US:

Name	Address	Title

e) Creditors: List the name and address of each creditor whose loans or mortgages exceed 5% of total Offeror equity and are secured by assets of the Offeror's company:

Name	Address	% of Security

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Offeror**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

11) Related Party Transaction:

a) Board of Directors: List the name and address of the Board of Directors of the Offeror:

Name	Address

b) Highest-Compensated Management: List the name and titles of the five (5) highest compensated management personnel including, but not limited to, the Chief Executive Officer, the Chief Financial Officer, Board Chairman, Board Secretary, and Board Treasurer:

Name	Title	Annual Compensation

c) Related Party Transactions: Describe transactions between the Offeror and any related party in which a transaction or series of transactions during any one fiscal year exceeds the greater of $10,000 or 2% of the total operating expenses of the disclosing entity. List property, goods, services and facilities in detail noting the dollar amounts or other consideration for each transaction and the date thereof. Include a justification as to:

i. the reasonableness of the transaction;
ii. its potential adverse impact on the fiscal soundness of the disclosing entity;
iii. that the transaction is without conflict of interest;

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Offeror**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

iv. the sale, exchange or leasing of any property;

Description of Transaction	**Name of Related Party and Relationship**	**Dollar Amount for Reporting Period**
1)		
2)		
3)		
4)		
Justification:		
1)		
2)		
3)		
4)		

v. the furnishing of goods, services or facilities for consideration.

Description of Transaction	**Name of Related Party and Relationship**	**Dollar Amount for Reporting Period**
1)		
2)		
3)		
4)		
Justification:		
1)		
2)		
3)		
4)		

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Offeror**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

vi. Describe all transactions between Offeror and any related party which includes the lending of money, extensions of credit or any investment in a related party.

Description of Transaction	**Name of Related Party and Relationship**	**Dollar Amount for Reporting Period**
1)		
2)		
3)		
4)		
Justification:		
1)		
2)		
3)		
4)		

vii. List the name and address of any individual who owns or controls more than 10% of stock or who has a controlling interest (i.e., formulates, determines or vetoes business policy decisions):

Owner or Name	**Address**	**Has Controlling Interest?**
		θ Yes θ No
		θ Yes θ No
		θ Yes θ No
		θ Yes θ No

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Offeror**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

12) Offeror's Administrative Functions Subcontractors:

The Offeror shall identify any organizational or administrative functions (e.g., claims processing) or key personnel (e.g., Administrator, Medical Director, Chief Financial Officer, etc) which are subcontracted.

Subcontractor's Name:		
Address:		
Method of Payment:		
Function Performed:		
Estimated Value of	**01Jul07-30Jun08**	$
Contract:	**01Jul08-30Jun09**	$

Subcontractor's Name:		
Address:		
Method of Payment:		
Function Performed:		
Estimated Value of	**01Jul07-30Jun08**	$
Contract:	**01Jul08-30Jun09**	$

Subcontractor's Name:		
Address:		
Method of Payment:		
Function Performed:		
Estimated Value of	**01Jul07-30Jun08**	$
Contract:	**01Jul08-30Jun09**	$

Form C – Key Personnel - Offeror

Indicate the names of the persons filling the following positions and the date (month/year) they began, or will begin, their staff assignment. Also indicate whether the person is employed or contracted and the estimated number of hours per week to be devoted to this contract. If a person fills two or more positions, list him/her on each applicable line. If a position is partially performed at a corporate level and partially in Vermont, list both persons. If a position is unfilled, leave blank.

Position	Name	Employed/ Contracted	Start Date (Month/Year)	Hours/Week Dedicated to Pgm.
Chief Executive Officer				
Chief Financial Officer				
Chief Counsel				
Regional Vice President				
VT Health Care Services Administrator				
Medical Director				
QI Director				
Information Systems Director				

Form A – Experience - Subcontractor

Include in the table below all contracts held during the past five years for delivery of health care services to detained and/or incarcerated persons.

Client Name **Contact Name, Address & Telephone**	**Duration of Contract (start and end dates)**	**Number of Lives**	**Avg. Annual Contract $ Amount**	**Description of Contract Scope (if contract has been terminated, also list reason here)**

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Subcontractor**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

The Offeror shall complete all information requested below.

1) Certification of Accuracy of Information Provided:

By signing this offer the Offeror certifies, under penalty of law, that the information provided herein is true, correct and complete to the best of Offeror's knowledge and belief. Offeror also acknowledges that should investigation at any time disclose any misrepresentation of falsification, any subsequent contract may be terminated by the Vermont Department of Corrections (VTDOC) without penalty to or further obligation by the VTDOC.

2) Certification of Non-Coercion:

By signing this offer the Offeror certifies, under penalty of law, that it has not made to any subcontracted provider any requests or inducements not to contract with another potential contractor in relation to this solicitation.

3) Civil Rights Compliance Data:

Has any Federal or State agency ever made a finding of noncompliance with any civil rights requirements with respect to your organization? θ Yes θ No If yes, please explain

_____

_____

_____

4) Handicapped Assurance:

Does your organization provide assurance that no qualified handicapped person shall be denied benefits of or excluded from participation in a program or activity because the Offeror's facilities (including subcontractors) are inaccessible to or unusable by handicapped persons? (NOTE: Check local zoning ordinances for handicapped requirements.) θ Yes θ No If yes, describe how such assurance is provided or how your organization is taking affirmative steps to provide assurance.

_____

_____

_____

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Subcontractor**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

5) Prior Convictions:

List all felony convictions within the past 15 years of any key personnel (i.e., CEO, Program Administrator, Medical Director, financial officers, major stockholders or those with controlling interest, etc). Failure to make full and complete disclosure shall result in the rejection of your proposal.

_____

_____

6) Federal Government Suspension/Exclusion:

Has Offeror been suspended or excluded from any Federal government programs for any reason?

θ Yes θ No If yes, please explain

_____

_____

7) Was an actuarial firm used to assist in developing proposed rates?

θ Yes θ No If yes, what is the name and address of this firm or organization?

_____
NAME

_____
STREET ADDRESS CITY ZIP

8) Has the Offeror contracted or arranged for Management Information Systems, software and/or hardware for the term of the contract?

θ Yes θ No If yes, is the Management Information System being obtained from a vendor?

θ Yes θ No If yes, please provide the vendor's name, the vendor's background (if any) with public agencies in the State of Vermont

_____

_____

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Subcontractor**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

9) a) Has the Offeror been party to a merger with or acquisition of another prison health care services contractor since January 1994?

θ Yes θ No If yes, list all such transactions below; beginning with the most recent:

Name of Merging Parties or Acquiring/Acquired Entities	Year of Transaction	Estimated Annual Revenues of Each Party at Time of Transaction

b) Is the Offeror in active negotiations for a merger or acquisition at this time?

θ Yes θ No If yes, please describe:

_____

_____

_____

10) Financial Disclosure Statement:

The Offeror shall provide the following information. This Financial Disclosure Statement shall be prepared as of 31Dec08 or as specified below.

a) Ownership: List the name and address of each person with an ownership or controlling interest in the entity submitting this offer:

Name	Address	% of ownership or control

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Subcontractor**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

b) Subcontractor Ownership: List the name and address of each person with an ownership or controlling interest in which the disclosing entity has direct or indirect ownership of 5% or more:

Name	Address	% of ownership or control

c) Ownership in Other Entities: List the name of any other entity in which a person with an ownership or control interest in the Offeror entity also has an ownership or control interest:

_____

_____

_____

_____

d) Criminal Offenses: List the name of any person who has ownership or control interest in the Offeror, or is an agent or managing employee of the Offeror and has been convicted of a criminal offense related to that person's involvement in any program for the provision of health care services to incarcerated populations in the US:

Name	Address	Title

e) Creditors: List the name and address of each creditor whose loans or mortgages exceed 5% of total Offeror equity and are secured by assets of the Offeror's company:

Name	Address	% of Security

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Subcontractor**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

11) Related Party Transaction:

a) Board of Directors: List the name and address of the Board of Directors of the Offeror:

Name	Address

b) Highest-Compensated Management: List the name and titles of the five (5) highest compensated management personnel including, but not limited to, the Chief Executive Officer, the Chief Financial Officer, Board Chairman, Board Secretary, and Board Treasurer:

Name	Title	Annual Compensation

c) Related Party Transactions: Describe transactions between the Offeror and any related party in which a transaction or series of transactions during any one fiscal year exceeds the greater of $10,000 or 2% of the total operating expenses of the disclosing entity. List property, goods, services and facilities in detail noting the dollar amounts or other consideration for each transaction and the date thereof. Include a justification as to:

i. the reasonableness of the transaction;
ii. its potential adverse impact on the fiscal soundness of the disclosing entity;
iii. that the transaction is without conflict of interest;

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Subcontractor**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

iv. the sale, exchange or leasing of any property;

Description of Transaction	**Name of Related Party and Relationship**	**Dollar Amount for Reporting Period**
1)		
2)		
3)		
4)		
Justification:		
1)		
2)		
3)		
4)		

v. the furnishing of goods, services or facilities for consideration.

Description of Transaction	**Name of Related Party and Relationship**	**Dollar Amount for Reporting Period**
1)		
2)		
3)		
4)		
Justification:		
1)		
2)		
3)		
4)		

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Subcontactor**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

vi. Describe all transactions between Offeror and any related party which includes the lending of money, extensions of credit or any investment in a related party.

Description of Transaction	**Name of Related Party and Relationship**	**Dollar Amount for Reporting Period**
1)		
2)		
3)		
4)		
Justification:		
1)		
2)		
3)		
4)		

vii. List the name and address of any individual who owns or controls more than 10% of stock or who has a controlling interest (i.e., formulates, determines or vetoes business policy decisions):

Owner or Name	**Address**	**Has Controlling Interest?**
		θ Yes θ No
		θ Yes θ No
		θ Yes θ No
		θ Yes θ No

PROPOSAL REPRESENTATIONS AND CERTIFICATIONS **Form B** **Subcontractor**	**STATE OF VERMONT** **DEPARTMENT OF CORRECTIONS** 103 South Main Street Waterbury, VT 05671 Phone: (802) 241-2295 Fax: (802) 241-3345

12) Offeror's Administrative Functions Subcontractors:

The Offeror shall identify any organizational or administrative functions (e.g., claims processing) or key personnel (e.g., Administrator, Medical Director, Chief Financial Officer, etc) which are subcontracted.

Subcontractor's Name:		
Address:		
Method of Payment:		
Function Performed:		
Estimated Value of	**01Jul07-30Jun08**	$
Contract:	**01Jul08-30Jun09**	$

Subcontractor's Name:		
Address:		
Method of Payment:		
Function Performed:		
Estimated Value of	**01Jul07-30Jun08**	$
Contract:	**01Jul08-30Jun09**	$

Subcontractor's Name:		
Address:		
Method of Payment:		
Function Performed:		
Estimated Value of	**01Jul07-30Jun08**	$
Contract:	**01Jul08-30Jun09**	$

Form C – Key Personnel - Subcontractor

Indicate the names of the persons filling the following positions and the date (month/year) they began, or will begin, their staff assignment. Also indicate whether the person is employed or contracted and the estimated number of hours per week to be devoted to this contract. If a person fills two or more positions, list him/her on each applicable line. If a position is partially performed at a corporate level and partially in Vermont, list both persons. If a position is unfilled, leave blank.

Position	Name	Employed/ Contracted	Start Date (Month/Year)	Hours/Week Dedicated to Pgm.
Chief Executive Officer				
Chief Financial Officer				
Chief Counsel				
Regional Vice President				
VT Health Care Services Administrator				
Medical Director				
QI Director				
Information Systems Director				

Glossary of Terms

DOC: Department of Corrections
HSD: Health Services Division
CNO: Chief Nursing Officer
CMHS: Chief of Mental Health Services
AHS: Agency of Human Services
SSCF: Southern State Correctional Facility
NOSCF: Northern State Correctional Facility
NECF: Northeast Correctional Facility
NWCF: Northwest Correctional Facility
SECF: Southeast Correctional Facility
CCWC: Caladonia County Work Camp
CCCF: Chittenden County Correctional Facility
MVRCF: Marble Valley Regional Correctional Facility
DOH: Department of Health
VSH: Vermont State Hospital
ADA: Americans with Disabilities Act
NP: Nurse Practioner
PA: Physician's Assistant
Midlevel: Credentialed as a PA or NP with a license defined practice
Provider: Physician, PA, or NP
Mental Health Clinician: Credentialed and Licensed to provide mental health counseling at the individual, family, and group levels
Psychiatrist: Licensed physician with specialty in behavioral/mental health medicine
HSU: Health Services Unit
PREA: Prison Rape Elimination Act
HIPAA: Health Information Portability and Accountability Act
CQI: Continuous Quality Improvement
INCAPS: Incapacitated Persons
Incapacitated Persons: Individuals as a result of his or her use of alcohol or other drugs, is in a state of intoxication or mental confusion.
DA: Designated Agency
CRT: Community Rehabilitation and Treatment
DMH: Department of Mental Health
SSA: Social Security Administration
SSDI: Social Security Disability Income
NCCHC: National Commission on Correctional Health Care
QA: Quality Assurance
Trauma Informed: A services model that acknowledges trauma experiences as impinging factors in mental problems, and that these experiences can influence how individuals access and react to helping programs. A trauma informed delivery model provides system-wide interventions that recognize the interrelationships of trauma and symptoms.