STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ---------- Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: AHS/ Department of Corrections **Contract #:** 28239 **Amendment #:**

Vendor Name: Centurion of Vermont, LLC VISION Vendor No:

Vendor Address: 1447 Peachtree St., Suite 500, Atlanta, GA 30309

Starting Date: 2/1/2015 **Ending Date:** 1/31/2018 **Amendment Date:**

Summary of agreement or amendment: Comprehensive Healthservices for Inmates – includes health and mental health.

II. FINANCIAL INFORMATION

Maximum Payable: $ 60,107,501 Prior Maximum: $ Prior Contract # (If Renewal):

Current Amendment: $ Cumulative amendments: $ % Cumulative Change: %

Business Unit(s): ; 03420; - [notes: program] **VISION Account(s):** ; 3480004070, 507500

II. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? ☒ Yes ☐ No

Estimated Funding Split:	G-Fund 100%	S-Fund %	F-Fund %	GC-Fund %	Other %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☒ Standard bid or RFP ☐ Simplified Bid ☐ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: ☐ Service ☒ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing ☐ Information Technology ☐ Other, describe:

V. SUITABILITY FOR CONTRACT FOR SERVICE

☒ Yes ☐ No ☐ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent Contractor? (See Bulletin 3.5) If NO, then Contractor must be paid through Payroll

VI. CONTRACTING PLAN APPLICABLE:

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? ☐ Yes ☒ No

VII. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

☒ Yes ☐ No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)

☒ Yes ☐ No I request the Attorney General review this agreement as to form
No, already performed by in-house AAG or counsel: _____ (initial)

☐ Yes ☒ No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over $100,000

☐ Yes ☒ No Agreement must be approved by the CMO; for Marketing services over $15,000

☐ Yes ☒ No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)

☒ Yes ☐ No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information:

12/22/14 — Agency / Department Head — 12/24/14 — Agency Secretary or Other Department Head (if required)

12/17/14 — Approval by Attorney General — Approved by Commissioner of Human Resources

Date — CIO — Date — CMO — 1/20/15 — Secretary of Administration

DEC 30 2014

State of Vermont
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Agency of Human Services

MEMORANDUM

TO: Jeb Spaulding, Secretary of Administration

THRU: Harry Chen MD, Acting Secretary, Agency of Human Services

FROM: Andrew Pallito, Commissioner, Department of Corrections

DATE: December 8, 2014

RE: Contract #28239 Comprehensive Healthcare Services for Inmates

In 2010 the Department of Corrections entered into a contract for correctional Healthcare services that was a first of its kind for Vermont. That 'first' was the combining of medical and mental health services under one contract. That contract will be at the end of a 5 year (three initial and two renewal years) course on January 31, 2015. The Department believes our decision was a good one in that we have seen improvements in care that could only have come as a result of having combined medical and mental health services under one contract and one leadership.

In our new contract covering the period of 2/1/2015 to 1/31/2018, the Department has decided to take its next step in our ongoing efforts at improving care quality, coordination, access, continuity and transitions. We designed our Request for Proposal (RFP) to attract bidders with knowledge on correctional/institutional care but community care as well. The Department has been well-aware of the importance of recognizing and acting on the fact that the majority of those who enter our institutions are there only temporarily and they will ultimately return to the community. The Department has also been aware of the need to provide health care professionals who work within our facilities and those in the community the most efficient and effective way of sharing information about and taking care of our mutual patients. To this end we have encouraged and supported the use of technology- in particular an Electronic Health Record, telemedicine and telepsychiatry capacity were set as priorities within the RFP.

The State supported The Department's quest to improve services through changing our model of care delivery toward one that includes and emphasizes transitions of care and continuity of care through funding a contract with Community Oriented Correctional Health Services (COCHS). COCHS has been

instrumental in assisting the Department in exploring models of care and developing our RFI and ultimately our RFP in a manner which supported our desire to change our model of care delivery. COCHS has also been instrumental in assisting in all stages of the procurement effort and bid process.

The Department was pleased to have had three well-known vendors in competition for the bid award, we were fortunate to have had Centurion LLC as part of that competition. We have awarded the contract to Centurion. Centurion has two parent companies, Centene, a leader in Medicaid Managed Care and MHM a leader in Mental Health services in the community and correctional settings. MHM partnered with Centene to serve a need within the broader scope of general correctional health care in the form of Centurion LLC.

The contract as designed builds in our requirements for all of the Departments' broad aims with excellent value for the cost including the following:

- Medical and Mental Health services with a limited substance abuse component
- Electronic Health Record - this system was designed for correctional health settings but also meets the Federal requirements for Meaningful Use
- Community Transitions of Care- we have dedicated funds for the important work of collaborating with our community partners including but not limited to FQHCs and Designated Agencies; this initiative will assist in transitioning inmates from and back into the community
  The inclusion of Care Coordinators within the contract will assist with ensuring care continuity within the facility and in transitioning inmates into the community as well as with enrollment in Medicaid/GMC/ health insurance and other benefits
- Performance and results based accountability-Performance based incentives as well as adjustments (holdbacks, retainage and liquidated damages for actual costs) have been included, in the event specific services do not meet contract requirements
- A capitated pay for performance risk based model- Centurion has offered to share in the risk in two of our most challenging areas Pharmacy and Offsite services. Management and Overhead fees are fixed.

The total cost and breakdown of the contract for three (3) years is as follows:
Total - $60,107,501:

Contract Year	Cost Per Year	Percent Increase from Prior Year Budget
Year 1	$ 19,597,621.33	0.3%
Year 2	$ 19,960,210.98	1.9%
Year 3	$ 20,549,668.28	3.0%
	$ 60,107,500.59	

*Estimate for Contract Year 2014 = $ 19,534,990.00

*The Electronic Health Record (EHR) is not included within this contract and will follow as a separate contract pending completion of the DII review process. Inclusion of the EHR posed a risk of a delay to the entire contract given the potential length of time required for the DII review. The Department is committed to the timely implementation of the contract and continuation of all medically necessary and essential health care services for inmates.

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Corrections (hereafter called "State"), and Centurion of Vermont, LLC, with a principal place of business in Georgia (hereafter called "Contractor"). The Contractor's form of business organization is a limited liability corporation. The Contractor's local address is 1447 Peachtree St., Suite 500, Atlanta, GA 30309. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is personal services on the subject of management of healthcare services for inmates. 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 **$60,107,501.00**.

4. **Contract Term.** The period of Contractor's performance shall begin on 2/1/2015 and end on 1/31/2018. There will be an opportunity for two, one-year extensions, to be exercised at the State's option.

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 as follows:

a) Either Party may cancel the contract for material breach by giving written notice to the other Party 60 days prior to the effective date of cancelation. The breaching Party shall have up to sixty (60) business days after delivery of written notice, or such longer period as the Parties may agree upon, to cure such material breach;
b) Contractor may cancel the contract without cause, default, or material breach by giving written notice to the State at least one hundred eighty (180) days prior to the effective date of cancelation.
c) The State may cancel the contract without cause, default, or material breach by giving written notice to the Contractor at least ninety (90) days prior to the effective date of cancelation

8. **Attachments.** This contract consists of 88 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
   Attachment D – Modifications of Insurance; Included: YES ☒NO: ☐
   Attachment E – Business Associate Agreement; Included: YES ☒NO: ☐

Attachment F – Customary Contract Provisions of the Agency of Human Services
Attachment G – 2014 2nd Release of Request for Proposal for Comprehensive Healthservices for Inmates with Appendices (on compact disk)
Attachment H – Centurion Redacted Proposal dated 9/23/2014 in response to the 2014 2nd Release of Request for Proposal for Comprehensive Healthservices for Inmates (on compact disk)
Attachment I – Revised from Centurion original proposal submission – Pharmaceutical Contractor (on compact disk)
Attachment J – Revised from Centurion original proposal submission - Appendix 5.23 Price Proposal dated 12/02/2014 (on compact disk)
Attachment K – Revised from Centurion original proposal submission – Staffing Matrix dated 12/02/2014 (on compact disk)

The order of precedence of documents shall be as follows:

1). This document
2). Attachment D; Included: YES ☒NO: ☐
3). Attachment C
4). Attachment A
5). Attachment B
6). Attachment E; Included: YES ☒NO: ☐
7) Attachment F
8) Other Attachments (as follows)
9) Attachment G
10) Attachment I
11) Attachment J
12) Attachment K
13) Attachment H

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

BY THE STATE OF VERMONT:

Date: 1/28/2015

Signature:

Name: Andrew Pallito

Title: Commissioner

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

BY THE CONTRACTOR:

Date: 1/27/2015

Signature:

Name: Steven H. Wheeler

Title: Chief Executive Officer

Phone: 703-749-4600
e-mail: swheeler@mhm-services.com

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor will perform all of the requirements contained within this agreement including all Contractor obligations contained in Attachment G (2014 2nd Release of Request for Proposal for Comprehensive Health services for Inmates with Appendices) and Attachment H (Centurion Redacted Proposal dated 9/23/2014 in response to the 2014 2nd Release of Request for Proposal for Comprehensive Health services for Inmates) and will provide the following services for the State:

1) Introduction

a. Operate a comprehensive health care program:
   - In a humane and professional manner with respect to inmates' rights to health care as guaranteed by the 8th and 14th Amendments of The United States Constitution and with regard for the Agency of Human Services' four key practices (see Attachment G - 2014 2nd Request for Proposals (RFP) for Comprehensive Healthcare Services for Inmates, Appendix 5.02 (on compact disk)).
   - With regard to and in compliance with pertinent State Statutes and Vermont Department of Corrections policies, procedures, and directives, and the National Commission on Correctional Healthcare (NCCHC) standards. At such time as directives, statutes, or standards are updated, it is understood that the Contractor shall make necessary adjustments and modifications to ensure that Vermont correctional facilities remain in compliance and retain accreditation.
   - Which is compliant with all current (2008 and 2014) and future NCCHC standards for jails and prisons.
   - In a manner that will maintain NCCHC accreditation for all facilities that are currently accredited and obtain accreditation for any future State facilities.
   - Which are predicated on sound scientific principles, evidence-based practices, and methods of care optimally tailored for the unique environment existing within a correctional setting.
   - In an efficient cost-effective, fiscally responsible manner which demonstrates the philosophy and spirit of transparency through the provision of full reporting and accountability to the State.
   - Utilizing licensed, certified, professionally trained, and, where required, appropriately credentialed personnel sufficient in number, location, and skill mix to meet all clinical requirements.
   - That facilitates continuity of care from and into the community.

b. Maintain complete and accurate records of all services delivered.

c. Implement a continuous quality improvement (CQI) program based on keeping with the NCCHC essential and important standards for same as well as selected measures from National Commission on Quality Assurance-Health Evaluation Data Information Set (NCQA-HEDIS), the Centers for Medicaid and Medicare Services (CMS), and the Research and Development (RAND) Corporation.

d. Facilitate the efficient inter/intra-system transfer of inmates in a manner which incorporates cooperative and collaborative practices with State staff and other vendors and the State.

e. Provide a comprehensive program for State staff education within the facilities and, when requested, participation in Correctional staff training at the Vermont Correctional Academy (VCA). (Specific areas of training are to be determined in collaboration with the Contractor.)

2) Electronic Health Record (EHR)

In order to avoid a delay in contracting with a vendor who will be responsible for the provision of medically necessary correctional health care services on February 1, 2015, the State "carved" out for inclusion in a separate and distinct contract from health services the provision of an Electronic Health Record System. This was done in order to mitigate the effect of a delay that may result in routing because of unforeseeable issues related to the

approval of a specific Electronic Health Record (EHR), its implementation, operation, or risk assessment performed by an independent reviewer.

3) Definitions

a. Contract Dates: February 1, 2015 through the end date of the contract.
b. "Contract Manager" means the Health Services Director or her duly appointed alternate or successor.
c. "Contractor" means Centurion of Vermont, LLC whose principle business address is 1447 Peachtree Street, Suite 500, Atlanta, GA 30309.
d. "RFP" means the State Request for Proposal for the provision of Comprehensive Health Services for Inmates, 2nd release, issued August 12, 2014.
e. "Technical Proposal" means the Contractor's Technical Proposal for Comprehensive Healthcare Services for Inmates RFP Second Release dated September 23, 2014.
f. The quarters for this contract are February 1 through April 30; May 1 through July 31; August 1 through October 31; and November 1 through January 31 for each year of the contract.
g. For more definitions – see Appendix 5.24 listed in Attachment G of this contract.

4) Scope of Work

1.0 – Service Integration Requirements: Health, Mental Health, and Substance Abuse Services
"Health services" within this contract refers to all activities and functions necessary and required to deliver all components noted within Attachment G representing the State's program of inmate health care, including but not limited to; governance, business and finance, human resources, Health Information Technology (HIT), care delivery mechanisms, risk management, clinical care (structure and oversight), and infrastructure. Integration of services and the ability of the Contractor to provide linkages to care across systems within corrections and the community are core requirements under this contract.

1.1 – Integration with State and Federal Health Care Reform Efforts
The mission and vision of the Agency of Human Services (AHS) and the Vermont Department of Corrections (State) integrated to the extent possible with the various goals of Vermont Act 48, "An act relating to a universal and unified health system." It is the intention of the State to align the provision of health care in correctional facilities to the extent possible with Act 48 and related health reform efforts implemented by the Vermont legislature. The Contractor shall be prepared to comply with these alignment efforts, which may include efforts to:

- Maximize the receipt of federal funds, including but not limited to those funds available through the Patient Protection and Affordable Care Act for individuals who are incarcerated and pending disposition of charges.
- Utilize alternative structures for providing health services in the State facilities to include, but not be limited to:
  - Capitated payments
  - Episode-based payments
  - Performance-based rewards
- Expand continuous improvement assessments of health care delivery through the regular evaluation of access to care, quality of care, and costs.
- Operate in a partnership between patients, health care professionals, hospitals, and the state and federal government.
- Integrate with the state's chronic care infrastructure, disease prevention, and management program contained in the Blueprint for Health, with the goal of achieving a unified, comprehensive, statewide system of care that improves the lives of Vermonters with, or at risk for, a chronic condition or disease.
- Promote the public health through programs of the agency of human services, including but not limited to primary prevention for chronic disease, community assessments, public health information technology, data and surveillance systems, and alcohol and substance abuse treatment and prevention programs.

- Recognize the primacy of the relationship between patients and their health care practitioners within the State and within the community.
- Assist individuals including those involved in the criminal justice system to enroll in a qualified heath benefit plan (Green Mountain Care (GMC) or other) in all regions of the state that complies with the Americans with Disabilities Act (ADA).
- Assist those individuals who become incarcerated in maintaining their enrollment (through suspension rather than termination of benefits) in a qualified health benefit plan to ensure timely reactivation and therefore improvement in their ability to access health care and other services upon release.
- Utilize Vermont health care professionals to the fullest extent of their professional competence, due to current and impending shortages of health care professionals.
- The Contractor will assist prior to and at the point of reentry with obtaining:
- Linkages to advanced primary care practices that are recognized as patient centered medical homes (PCMHs). PCMHs are defined as "A care delivery model whereby patient treatment is coordinated through a primary care physician that delivers comprehensive care that is patient centered, accessible, high-quality, and safe."
- Linkages to Community Health Teams (CHTs). CHTs are defined as: A group of multi-disciplinary practitioners and specialized care coordinators from PCMHs, community mental health/substance abuse/behavioral health providers, Public Health, and hospitals that provide coordinated linages to available social and economic support services.
- Access to multi-disciplinary health services.
- Access to evidence-based self-management programs to help individuals adopt healthier lifestyles and engage in preventive health services.

1.2 – 1.3 Reserved.

1.4 – General Provisions

Notwithstanding anything herein to the contrary, (i) if any applicable law, statute, court ruling, rule, regulations, policy, practice or procedure of any governmental entity is adopted, implemented, amended or changed, OR if (ii) any standard of care or treatment protocol or modality changes or evolves in any material respect, or if any new medication or therapy is introduced to treat any illness, disease or condition, and if any change described in clause (i) or (ii) materially affects the cost to Contractor in providing the Comprehensive Health Care Services or other items or services to be provided hereunder, or impacts the scope of services or staffing hereunder, the Contractor and the State agree to negotiate in good faith to address any adjustment to compensation or service. The parties agree to meet and negotiate in good faith within thirty (30) days following written notice by one party to the other party of a change (whether such change is anticipated or implemented). Any modification that materially affects the cost to the Contractor or to the State must be agreed upon in writing and be made as a formal amendment to the contract. Failure to reach an agreement within a reasonable period of time following notice by either party may result in (1) the withholding of services and payment for those services in dispute until such time as a resolution is reached; (2) the need to enter into mutually agreed upon mediation; or (3) a triggering of a termination by either party.

1.4.1 – 1.4.7 Reserved.

1.4.8 – Contractor Staffing

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

1.4.9 Reserved.

1.5 – Key Contractor Responsibilities

- The Contractor must assume primary responsibility for the implementation of the contract specifications and activities.
- The Contractor will successfully implement the plan to accomplish the tasks described and defined in Attachment A including all Contractor obligations contained in Attachment G (2014 2nd Release for a Request for Proposal for Healthcare Services for Inmates) which may not be included in its entirety within Attachment A as well as those contained in Attachment H (Centurion Redacted Proposal dated 9/23/2014 in response to the 2014 2nd Release of Request for Proposal for Comprehensive Healthservices for Inmates).

1.6 – Management Structure and General Information

1.6.1 – Project Management

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

1.6.1.1 Reserved.

1.6.2 – Accountability

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

1.6.3 – 1.6.9 Reserved.

SECTION A - GOVERNANCE AND ADMINISTRATION

2 – 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 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. Contractor should note that many of the requirements delineated in Attachment G are taken from NCCHC Standards for Health Services in Prisons, 2014 and Standards for Mental Health Services in Correctional Facilities, 2008, and NCCHC Standards for Health Services in Jails, 2014. However, unless specifically instructed, Contractor will operate in conformance with current NCCHC standards, whether or not these have been specified in Attachment G. However, if requirements listed in the Attachment G conflict with NCCHC standards, the more stringent of the two standards will apply.

- Provide qualified health professionals sufficient in number, location, and skill mix to meet all clinical and performance-based requirements outlined in Attachment G. These health professionals must be qualified consistent with NCCHC standards and applicable state laws governing licensure, credentialing, and scope of practice requirements.
- Contract with a provider network sufficient in size, location, and scope to meet all clinical requirements outlined in Section D of Attachment G.
- Participate in applicable state sponsored quality improvement projects as directed by the State.
- Coordinate activities with the State HSD or designee.
- In the event of a dispute between the Contractor and State on a clinically-related matter, the HSD will have final decision making authority.

2.0.1 – Prison Rape Elimination Act (PREA)

Contactor will comply with the Prison Rape Elimination Act of 2003 (28 C.F.R. Part 115, Docket No. OAG-131, R1N1005-AB34- Dated May 17, 2012), and with all applicable PREA Standards, DOC Policies and Directives related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DOC. Contractor acknowledges that, in addition to "self-monitoring requirements" Vermont State staff will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and VTDOC Directives and Policies may result in termination of the contract. DOC has zero tolerance policy regarding sexual abuse and harassment. SEE DOC PREA DIRECTIVE # 409.09.5). Link to the Final PREA Standards:
http://www.prearesourcecenter.org/library/488/standards/department-of-justice-national-prea-standards

The Contractor shall:

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

2.0.2 – Health Insurance Portability and Accountability Act (HIPAA)

The Contractor shall:

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

2.0.3 – Security and Other Violations

The Contractor shall:

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

2.1 Access to Care
According to NCCHC essential standard P-A-01, J-A-01, and MH —A-01, the State has to ensure that inmates have access to care to meet their serious medical, dental, and mental health needs in a timely manner. The inmate must be seen by a professional, and unreasonable barriers to inmates' access to health services must be avoided. The Contractor shall utilize Policies and Procedures to be furnished that are currently in use. These shall serve as a minimal standard by which the Contractor will carry out the services provided to State inmates. Additions or changes in Policies and Procedures shall be made only after review and approval of the State's HSD or designee.

2.2 Responsible Health Authority
According to NCCHC essential standard P-A-02 and J-A-02, all correctional facilities must have a designated health authority responsible for health care services. The health authority must be a designated Doctor of Medicine (M.D.) or Doctor of Osteopathic Medicine (D.O.) who has authority regarding clinical issues at their specific facility. The State recognizes the Site Medical Director (MD) as the responsible health authority.

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

2.3 Reserved.

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

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

2.5 Administrative Meetings, Reports, and Claims Processing
2.5.0 – Meetings
Consistent with NCCHC essential standard P-A-04 and MH-A-04, the Contractor shall hold routine quarterly Continuous Quality Improvement (CQI) meetings. The Contractor will also generate the numerator and denominator for each metric specified in Attachment B of this contract. 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.

The Contractor will hold the following monthly meetings:
- Environmental safety and sanitation.
- CQI (see Section 2.7 "Continuous Quality Improvement Program").

The Contractor will hold the following quarterly meetings in which the State Health Services Division will participate:
- Pharmacy and Therapeutics (P&T) Committee
- Utilization Review/Utilization Management

2.5.0.1 – Reports

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

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

The Contractor will produce monthly reports utilizing electronic or manual means (to be jointly agreed upon by the Contractor and the State) on the following within 15 days of the close of the previous month:

- **Mental Health Caseload** - Contractor shall maintain a continuous record of inmates currently receiving mental health services, including but not limited to the following information for each inmate (Caseload will be further defined by the State and the Contractor):
  - Name, date of birth, and identification number
  - Current Diagnostic and Statistical Manual (DSM-5) and International Coding for Diagnoses (ICD 9-10) codes.
  - Location, including facility and unit, where services were rendered
  - Designation of serious mental illness or severe functional impairment
  - Dates of most recent psychiatric appointment, most recent treatment team review, and most recent treatment plan.
  - For inmates in segregated or restricted housing, the reason for placement in such housing, and the number of days of residence.
- **Chronic care/special needs** - Number of individual for whom special needs/chronic treatment plans developed.
- **Communicable and infectious diseases**
- **Continuous Quality Improvement (CQI) reports, as described in Section 2.7.**
- **Deaths- expected and unexpected**
- **Dental Utilization Reports** — 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.
- **Electrocardiogram (EKG)** — Number of on-site EKG services performed.
- **External Facility/Other Providers Reports** - The number of referrals to outside facility/other providers by type (hospitals, outpatient surgery centers, community and State hospitals, others) with associated diagnoses. This report shall include the:
  - Number of days from the initial referral until the service was rendered;
  - Number of hospital admissions, including a list of patients admitted to a hospital
  - Number of inpatient hospital days;
  - Number of emergency room visits;
  - Number of unique patients who went to emergency room visits.
- **External Physician Referral Reports** - Number of referrals made to outside physician providers by major specialty (cardiology, pulmonology, gastroenterology, gynecology, neurology, nephrology, oncology and hematology, ophthalmology, urology, general surgeons, specialty surgeons, infectious diseases, orthopedics, rheumatology, endocrinology, and other) with associated diagnoses. Included in the report will be the number of days from initial referral to an external provider until the encounter occurs.
- **Food Service Worker Clearance Reports** - Number of medical clearances performed on inmate food service workers.
- **Human Resources (HR) Reports** - Maintaining a minimum level of staffing is essential to the successful execution of healthcare contract. The Contractor will therefore be required to provide an Human Resources Report with its monthly invoice that shows both the minimum total number of hours required to meet the needs of the patient population and fulfill the requirements of the health services contract and the total number of onsite hours actually provided, by position and by facility, for the preceding month. The Contractor will also include a report of all staffing vacancies and the number of days that the position has been open.

- **Incapacitated Person Report** - Listing by facility, report the date of admission for all incapacitated persons as described in Section 2.52.1. Also include time in, time out and whether sent to the emergency room.
- **Infirmary or Medical Housing Unit (MHU) Admissions Reports** — A list of patients who were admitted to the infirmary or MHU, including diagnosis, and the total patient-days in the infirmary.
- **Inmate Complaints/Grievances** - Summary of inmate complaints/grievances including the date the grievance was filed, the number of grievances by category (urgent or routine; pharmacy, medical, mental health etc.), the date of final disposition, and the resolution. The Contractor is expected to adhere to the resolution process and timelines as per the State's Directive # 320 which references Health and Mental Health providers. Grievances are considered an integral component for examination through the Continuous Quality Improvement (CQI) process.
- **Inmate Patient Demographic Profile Report** - A summary of inmate demographics under treatment including but not limited to age, sex, race, etc.).
- **Intermediate and Secure Mental Health Units and other Therapeutic Mental Health Observation Units** - List of all inmates housed one or more days in Secure Mental Health location, Intermediate Mental Health Unit and any other cell or unit used for therapeutic observation, indicating total number of days housed in that unit during the reporting month, total number of days housed in that unit since admission to Secure or other designated unit, and diagnosis and Seriously Functionally Impaired (SFI) or non-SFI status for each inmate. "Other cell" is intended to include: cells anywhere in the facility that is used for protective restriction based on mental health status, whether or not in a designated "mental health unit"; for example, certain cells in booking areas, Fox at Southern State Correction Facility or other segregation units in other facilities.
- **Off-Site Radiology Reports** - The number and type of services provided Off-Site. On-Site Radiology Reports - The number and type of services provided On-Site (including those services provided by mobile diagnostic or x-ray technology).
- **Operational and Financial Data Reporting** - The Contractor shall submit to the State operational and financial reporting templates, which shall include, but not be limited to the following:
    - Utilization reporting (including specialty, ancillary and inpatient services);
    - Cost reporting;
    - Sick call timeliness tracking;
    - Intake screening timeliness tracking;
    - Dental service timeliness tracking;
    - Additional reports, at the request of the State, using report formats and transmission methods as defined in collaboration with State.
- **Operational Report - Laboratory** - Each month the Contractor will provide the State with the summary of laboratory services rendered for the prior month. This report shall include, by site: number of patients, lab panel, and the specific tests performed.
- **Pharmaceutical Compliance and Utilization Reporting** - Contractor shall report drug utilization data, including data on physicians' prescribing patterns, and perform quality improvement monitoring. Contractor will provide separate monthly reports on the utilization of medications for mental health, physical health, and specialty pharmaceuticals.
- **Reconciliation of all stock medications and inventory record of stock medication utilization shall be provided as a report.**
- **Report of third party reimbursement or payment of claim for inmate -Reimbursement by third-party insurance, worker's compensation, Green Mountain Care (GMC), or other entity**
- **Service Disposition/Lag Reports** - Contractor shall report on the number of sick call requests received the number of requests not requiring a health encounter or denied, and the number of days from an inmate's initial sick call request until a health encounter occurs. Sick call requests shall be reported on in a manner that will report on the total number submitted and; the actual number submitted as unique request per

Personal Identification (PID) # (for example one inmate submitting 5 requests for the same problem will be counted in the total but also reported as one unique individual by PID#).

- **Staff Vaccinations Reports** - Number of staff vaccinations provided by type.
- **Self-Harm Data including the number, severity and means of the event as totals and as unique to an individual**
- **Summary of completed medical incident reports** - Including medication errors, sentinel events, mortality, and morbidity reports.
- **Summary of critical incident debriefing reports; the State reserves the right to request the written report**
- **Variance reports**, including the:
    - Number of receiving screenings, initial and annual history and physical examinations, initial dental screenings, and initial mental health evaluations processed in the period.
- **Other reports as requested by the State**

The Contractor will produce the following quarterly reports:

- Claims report which shall detail both clean claims and any outstanding claims for the quarter. The Contractor shall use the claims processing format shown in the Clean Claims example (see Attachment P of the 2014 2nd Release of the Request for Proposal or Attachment G).
- A reconciliation report of Green Mountain Care (GMC) and the Contractor's claims processing system (this may not be necessary should the State have a claims processing system separate from the Contractors) or subcontract thereof.
- Quarterly utilization review/utilization management reports.
- Financial statements which specifically report the Contractor's performance under its contract with the State. The statements will be prepared in accordance with generally accepted accounting principles due 30 days after the close of the quarter.

The Contractor will produce annual:

- *Audited* financial statements.
- Three months prior to the end of the initial contract term (generally set as three years) and each extension (generally set as two one (1) year periods) thereafter, the Contractor shall submit the next year's (contract year 4 and 5) annual Per Inmate per Month rate, including case load and service volume assumptions, annual cash plan to the State for review and approval for the following contract year.

2.5.1 – Claims Processing

The Contractor's claims processing system shall:

- Accurately adjudicate all types of provider claims, including hospitals, physicians, ancillaries, etc.
- Process pharmacy claims by the Contractor's pharmacy vendor.
- Process clean claims within 30 days of receipt.
- Provide a process which can specify missing information when provider claims are denied due to incomplete status.
- Identify claims for inmates designated as Federal (United States Marshall Service), Immigrations and Customs Enforcement (ICE), or Inter-State Compact (ISC) and properly disposition the claim per the procedure established by the State. Otherwise, the Contractor will be held responsible for recovery of inappropriately applied claims.
- The State has the right to make separate arrangements for claims processing. specifically those that may involve entering into a separate contract, Memorandum of Understanding (MOU) or other agreement with an alternative entity of the state's choosing The Contractor shall adjust the cost of this contract accordingly should claims processing services no longer be required under this contract. The Contractor shall ensure that it's provider, if not itself is contractually required to make all data pertaining to person's served in this contract available to the

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

2.5.2 - Payments to Hospitals

The Contractor shall seek to ensure that reimbursements negotiated for off-site care for inmates including; hospitals, specialty providers, and community providers assume a rate that is comparable to other publically funded health care, i.e. Green Mountain Care. Green Mountain Care is a state program operated under the auspices of a federal demonstration waiver and which provides health care services to low income uninsured persons in the state. The State of Vermont AHS determines eligibility for GMC in accordance with the provisions of its State Plan for Medical Assistance. All eligibility determinations, including denials, are binding on the Contractor.

The Contractor shall:

- Be responsible for payment of all inpatient hospital claims for inmates. Some costs may be offset for inmates who are eligible for the Green Mountain Care (GMC) Plan during a period of hospitalization greater than 24 hours.
- At intake, complete a GMC enrollment form for inmates in the event that they require inpatient hospital services and as a part of ensuring health care coverage at the point of reentry to the community.
- Ensure that staff use the agreed upon process for submission of inmate names to GMC (see Attachment O of the 2014 2nd Release of the Request for Proposal or Attachment G).
- Ensure that only claims eligible for GMC payment are submitted and that GMC is not inappropriately billed.
- Ensure that claims for which the Contractor is not responsible must be correctly submitted to GMC. Otherwise, the Contractor will be held responsible for recovery of inappropriately applied claims.
- Perform a quarterly reconciliation of and provide a report to the State of claims processed between its chosen system and GMC.
- Process all payments to hospitals within 30 days of the Contractor's receipt of the claim. Failure to promptly reconcile and pay hospital claims shall be grounds for contract termination. All hospital claims thirty (30) days or more in arrears shall be reported to the State as a part of the Contractor's monthly financial and quality improvement reporting.

2.6 – Policies and Procedures and Forms

Per NCCHC essential standard P-A-05, the Contractor shall follow the policies and procedures as written and determined by the State and in collaboration with the State, may develop additional policies and site-specific procedures which will be reviewed prior to implementation and annually by the State. An electronic copy of each facility's policies and procedures must be provided within 3 months after the start of the contract.

The Contractor's policies and procedures are subordinate to the Department's Directives.

The Contractor shall:

- As needed, develop additional site-specific policies and procedures, which shall require review and approval during the implementation phase of the contract and shall be reviewed annually and as needed by the Department's Health Services Division
- Provide the State with an electronic copy of all new policies and procedures within three months of the start of the contract.
- As necessary, make changes in its policies and procedures in response to a request from the State.
- At all times attempt to ensure that all policies and procedures are interpreted and adhered to consistently by all Contractor personnel throughout the state; a review and discussion of policies and procedures shall be included as a component of orientation and in-service training.
- Ensure that its policies and procedures comply with all federal and state laws and regulations, NCCHC standards, and all Department policies and procedures (including mental health policies and procedures).

- Cooperate with the State or any independent agency, organization, entity or person so (see 2.7.1) chosen for the purpose of auditing (scheduled or unscheduled) and/or monitoring the Contractor's compliance with its own and State policies and procedures as part of the CQI process.

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

The comprehensive CQI program shall contain the following components:
- Risk Management
- Infection Control
- Utilization of Services and Cost Containment
- Inmate Grievances
- Quality Monitoring
- Chronic Disease management and Continuity of care

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

All applicable payments, reconciliations, holdbacks, and liquidated damages must be identified and reflected as an offset on Contractor's next-submitted invoice (See "Performance Incentives" listed under number 12 of Attachment B of this contract).

All CQI reports must be received within fifteen (15) working days from the close of each month. Failure by the Contractor to provide such reports within the prescribed time period may result in a 5% holdback of the Contractor's total monthly invoice. The holdback shall be released once the Contractor has adequately completed the CQI reporting requirements. (Note — this standard is included under the "Performance Incentives" number 12 in Attachment B). All CQI reports: as defined in section 2.5.

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

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

In addition to monthly CQI committee meetings, monthly meetings will be conducted with the State central office through the Executive Health Committee (EHC). The EHC will include the State HSD, the State Chief Nursing

Officer, the State Chief Mental Health Officer, Contractor Regional Administrator, Contractor Medical Director, and ad hoc members at the request of State HSD and other executive staff or Contractors. The purpose of these quarterly meetings is to communicate quality improvement (QI) findings and to describe actions taken to resolve problems that are specific to health services.

2.7.1 – State Quality Oversight and Performance Indicators

Currently the State contracts with an independent Contractor to provide external source Quality Assurance functions with regard to the contract for inmate health services — see Attachment G, Appendix 5.16, and Section 2.74.5 also see Attachment B – number 12.3.3 Continuous Quality Improvement Program – Payment for Performance (P4P) of this contract. Audits will begin at the start of the 7th month of contract implementation. Audits will proceed quarterly thereafter. The State may use an independent entity to perform a medical records review as a component of the Quality Oversight/Auditing process.

2.8 – Emergency Response Plan

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

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

2.8.1 Hospital Based Services

The Contractor shall:

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

2.8.2 Emergency Care for Work Release Inmates

The Contractor shall:

- In coordination with the State to develop a specific policy and procedure to ensure that work release inmates receive appropriate urgent-emergent care, and to ensure case coordination, management and appropriate follow-up care;
- Provide care in the event that a work release inmate requires urgent/emergent care at the most appropriate facility (community or the State) as determined based on the inmate's health condition;
- For inmates injured while on work release, whose injuries are covered under workers' compensation insurance, Contractor shall be responsible for coordinating follow-up care and case management services with the

employer's workers' compensation insurer until either the inmate's treating physician has released him/her to return to work or until the inmate is discharged from the State facility, whichever occurs first;
- Report all inmate work related injuries to the State's Health Services Division within 24 hours of the injury.
- Report all serious or life-threatening injuries or mortality immediately;
- Retain responsibility for delivering all medically appropriate care, regardless of inmate's access to third party coverage.

2.8.3 Non-Inmate Emergency Services

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

2.8.4 First Aid Kits

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

2.9 Communication on Patients' Health Needs

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

2.9.1 Collaboration between Contractor Management and Correctional Staff

Collaboration between the State and Contractor health services staff is vital in order to facilitate accurate classification of inmates and to improve treatment planning; this is important to protect the health and safety of the inmate, other inmates, and staff. The Contractor shall:
- Ensure that its facility clinical and administrative staff shall meet as needed, but no less than monthly with State management and correctional staff.
- Inform the Superintendent or his/her designee of any aspect of an inmate's mental status that may affect housing or work assignments or potential for violent, self-injurious or suicidal behavior, or significant disruption of the safe and orderly running of the facility.

2.9.2 Communication on Patients' Special Needs

The Contractor shall ensure the following, in accord with HIPAA:
- Health and facility administration will communicate promptly with the State on patients who are acutely ill or destabilized and regularly for those with more chronic conditions; meetings shall occur as often as needed but at a minimum weekly The patients include, but are not limited to:
  - Chronically ill
  - On dialysis
  - Adolescents in adult facilities
  - Infected with serious communicable diseases
  - Physically disabled
  - Diagnosed with traumatic brain injury
  - Pregnant

- Frail or elderly
- Terminally ill
- Seriously mentally ill/SFI
- Self-harming/suicidal
- In acute medical or mental health crisis
- Hospitalized

2.9.3 Special Needs Treatment Plans

The Contractor shall:

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

2.9.4 Contractor's Role in Review for Facility Placement

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

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

2.10 Privacy of Care

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

2.11 Procedures in the Event of Death

The Contractor shall:

- Comply with State Directive # 353 (as revised or replaced).
- Have policies and procedures in place to comply with NCCHC important standard P-A-10.
- Ensure, in coordination with the State facility and HSD, that appropriate notification is made to respective family member(s) in the event of an inmate death.

2.12 Grievance

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

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

SECTION B – SAFETY

2.13 – Infection Control Program

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

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

2.13.1 – Coordination with the Department of Health

The Contractor shall:

- Coordinate and work collaboratively with the Vermont Department of Health (VDH) whenever necessary.
- Work collaboratively with the VDH in implementing programs or training modules approved by the HSD for delivery within the State. The VDH may provide on-going guidance to the Contractor and the State on a variety of issues, including but not limited to the following:

- Infection control
- Detection, prevention, case reporting and contact tracing of Sexually Transmitted Infections (STIs), including HIV/AIDS
- Detection prevention, case reporting and contact tracing of blood-borne or other pathogens (Hepatitis A, B and C)
- Detection, prevention and case reporting of any other diseases as required or requested by VDH
- Dissemination of public health information and education to inmates and staff
- Response to public health threats
- Response to disease outbreaks
- Tuberculosis (TB) testing, prevention, treatment, control, and contact tracing

- Participate in all data collection required by the Department of Health including but not limited to vaccines, HIV/AIDS and other communicable or infectious diseases, and provide reports in the format and at the intervals requested.

Work collaboratively with the State toward HIV/AIDs discharge planning for inmates using the agreed upon process (flow sheet, HIV/AIDS Resource Guide and Vermont Medication Assistance Program (VMAP) application form) under the direction of the care coordinator.

2.13.2 – 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 Occupational Safety and Health Administration (OSHA) Blood borne Pathogens mandate or as may be recommended by the VDH). Contractor's nurses will administer these injections and tests, and will maintain appropriate documentation of their administration.
- Administering diphtheria-tetanus vaccines when: a) injuries require a booster, and b) on a preventative basis (every 10 years) to security staff.
- Offering and administering the Hepatitis A vaccine to State Food Service Workers.

2.13.3 – Contaminated Waste

Contractor shall:

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

2.14 – Patient Safety

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

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

2.15 – Staff Safety

- In accordance with NCCHC important standard P-B-03 and MH-B-03, the Contractor shall:
- Have policies and procedures in place to ensure the safety and well-being of all health service staff who work in the facility.
- Maintain a list of Worker's Compensation claims which shall be shared with the State.

- Coordinate and Collaborate with the State of Vermont's worker's compensation unit to ensure the proper reporting and resolution of claims which take place on or within state property.

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

2.17 – Procedure in the Event of Sexual Assault
In accordance with NCCHC important requirement P-B-05, in the event of a sexual assault, the Contractor staff shall:

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

SECTION C – PERSONNEL AND TRAINING

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

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

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

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

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

2.20.1 – Nurse Training and Retention Program
The Contractor shall:
Implement a Nurse Training Retention and Recruitment program that includes:

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

2.20.1.1 – Termination of employment for cause
The Contractor shall:

- Notify the State Health Services Division of all employees terminated for cause.
- Provide an explanation of the cause requiring the employee's termination.

2. 21 – Training for Mental Health Staff
In accordance with NCCHC essential requirement MH-C-03, Contractor's mental health professionals will participate in annual continuing education that is appropriate for their positions. At a minimum, this will include:

- Initial basic orientation, preferably on the first day of employment, and prior to providing services to the inmate population.
- In-depth orientation to familiarize the employee with the mental health services delivery system.
- Continuing education required to maintain the employees' current licensure, accreditation, and clinical knowledge.
- Specific orientation prior to the first day of providing direct service to inmates, and recurring annual review related to the special clinical, administrative, and ethical challenges that are related to providing services to the inmate population.

2.22 – Health and Mental Health Training for Correctional Officers
In accordance with NCCHC essential standard P-C-04 and MH-C-04, Contractor shall provide training to all State Correctional Officers (CO) with respect to basic identification of inmates requiring immediate medical/mental health attention. This will include training with regard to the recognition of critical medical symptoms (shortness of breath, choking, bleeding, etc.) and critical mental health symptoms (psychotic features, self-harm threats or

actions, etc.) and the appropriate steps for triaging and obtaining medical/mental health services for the inmate on an urgent or emergent basis. Training will include in-person orientation and written materials.
Contractor shall:

- Conduct in-service education and training sessions for State staff, at each facility, on a quarterly basis. The training curricula will be approved by the State's HSD and should include, at a minimum:
    - Administration of first aid
    - Blood-borne pathogen training
    - Recognizing the need for emergency treatment
    - Recognizing acute manifestations of chronic illnesses
    - Recognizing chronic medical and disabling conditions
    - Recognizing signs and symptoms of change of mental status
    - Recognizing signs and symptoms of mental illness, psychological trauma, and acute and chronic serious functional impairments
    - Recognizing signs and symptoms of detoxification and withdrawal
    - Medication administration and side-effects
    - Infectious and communicable diseases
    - Recognizing suicidal behavior and procedures/protocols for suicide prevention
    - Stress management, basic principles
    - Other topics as the State may deem necessary

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

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

2.24 – Contractor's Responsibilities for Inmate Workers
Contractors shall adhere to NCCHC essential standard P-C-06, MH-C-06. Additionally, the Contractor will provide the following:

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

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

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

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

2.25 – Staffing Standards and Coverage

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

- Have a sufficient number of health, mental health and substance abuse professional staff of varying types to deliver a comprehensive health services program that provides timely evaluation, treatment, periodic, episodic, urgent/emergent chronic and follow-up care.
- The Contractor must ensure that all personnel are licensed, certified, and/or registered, as necessary, in conformance with State laws and regulatory requirements. A personnel file will be established for each employee or subcontractor. Each professional employee's file will contain current licensure and/or certification documentation.
- The substance abuse, health and mental health care staff will work as part of the multidisciplinary treatment team with Contractor's Regional Medical Director and Regional Administrator or leadership (as per the Contractor's designated title). The substance abuse, health, and mental health care staff will be provided with the necessary training and resources to be proactive in addressing the inmates' health and mental health care needs.
- Contractor employees will be provided with a copy of Contractor's personnel policies and pertinent State Directives and Policies and Procedures (P & Ps). All Contractor personnel must comply with these policies and all other policies and work rules of the State in order to ensure continued employment with Contractor.

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

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

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

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

2.26 – Medical/Mental Health Liaison and Consultation

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

The Contractor's Clinical Directors shall be the liaison between the State'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 State to discuss health services and contract issues. The Contractor's Regional

Manager will be responsible for coordinating with representatives of the State to implement programs that provide all inmates with unimpeded access to quality health services in a timely manner.
The Regional Manager will provide the State correctional facilities with consultation services upon request. Consultation may be provided on a variety of topics, to include: employee health programs, construction planning, new facility staffing plans, communicable disease management, and legislative issues. Consultation will include furnishing the State HSD with copies of all sub-contracted services and a rationale for the selection of each vendor.

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

2.27 – Orientation for Health Services Staff
In accordance with NCCHC important requirement P-C-09, all Contractor's health service staff will receive orientation. This orientation is not inclusive of that required by custody which shall include training on facility safety and security. The Contractor shall:

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

SECTION D – HEALTH CARE SERVICES AND SUPPORT

2.28 – Medical and Mental Health Pharmaceutical Operations
In accordance with NCCHC standards P-D-01 and MH-0-01, the Contractor shall:

- Ensure that pharmaceutical operations are sufficient to meet the needs of the inmate population and are in accordance with all local, state, and federal laws and regulations regarding dispensing, procurement, distribution, storage, and disposal of pharmaceuticals.
- Have an electronic pharmaceutical interface that fulfills the requirements specified in (See Section 2.63.2, "Electronic Medical and Mental Health Record Format and Contents" located in Attachment G of this contract).
- Establish a Pharmacy and Therapeutics (P&T) Committee that shall:
  - Develop and submit a formulary that duplicates or is reasonably consistent with the Vermont Medicaid formulary to the States HSD or designee for review and approval 30 days after contract initiation.
  - Develop a list of essential and necessary medications to guide providers' decisions regarding medication ordering, interchange and substitution.
  - Maintain compliance with the established formulary that is consistent with the Vermont Medicaid formulary list the available medications.
  - Be composed of actively practicing physicians, other prescribers, pharmacists, nurses, administrators, quality improvement managers, and other health service staff who participate in the medication-use process.
  - Serve to evaluate, educate, and advise medical staff and administrators in all matters that relate to the use of medications.
  - Approve the use of generic rather than brand medications, unless otherwise specified by the P&T Committee.
  - Establish a process for the review and approval of all non-formulary requests by the Contractor's Medical Director. In special cases, the State HSD may request a formulary over-ride.
  - Conduct Medication Use Evaluations (MUE), investigations into adverse drug event (including monitoring and reporting), and the development of clinical care plans and guidelines.
- To the extent possible, provide medications through the 340(b) Drug Pricing Program in a manner consistent with Health Resources and Services Administration requirements (see http://wvvw.hrsa.gov/opa/).
- Maintain a pharmaceutical stock inventory to include a par level which shall be established for each site to facilitate the initiation of pharmaceutical therapy upon the physician's order.

- Maintain and operate the current on-site pharmacies in State facilities and employ or retain by contract the services of a licensed pharmacist who shall provide consultation and direct services to the Contractor and the State Health Services Division as required or requested.
- The State reserves the right to require the Contractor to use an alternative Preferred Pharmacy Vendor (PPV) of the State's choosing.
- Contract with one or more community pharmacies in close proximity to each correctional facility; these shall serve as Back up Pharmacies (BUPs) and shall include hospital pharmacies:
  - Direct staff to access the BUP only as needed as an occasional supplement to, not as substitution for the PPV, for the purpose of providing timely access to essential medications for which no substitute is available within the stock supply.
  - Establish a protocol for delivery of the pharmaceuticals from each BUP in a manner that **does not** utilize the Contractor's or State's employees. The State understands that extraordinary circumstances may occur where use of Contractor or state employees is unavoidable. The Contractor will inform the DOC HSD prior to utilizing Contractor or State employees to pick up and deliver pharmaceutics from the BUP to the DOC facility.
- Ensure the availability of all pharmaceuticals in the following manner:
  - Inmates with an active treatment/care plan shall have access to all prescribed medications in a manner that ensures minimal lapses in availability of the medication. Pharmaceuticals ordered to provide ongoing medications shall be considered routine with respect to PPV delivery; Keep on Person (KOP) schedules and facility administration timelines shall be adhered to.
  - Inmates with an active treatment/care plan for whom a new medication order is written must have the new medication made available as per the prescribers order (i.e., when available, stat, a specified shift, within a specified time frame, or according to the facility's medication administration routine).
- Ensure that pharmaceuticals are prepared, maintained, and stored under secure conditions.
- Ensure that each site has adequate and proper supplies of antidotes and emergency medications to be administered, as needed, by appropriately trained staff.
- Ensure that addictive, abusable, and/or psychotropic medications are administered in crushed or liquid form, when indicated.
- Monitor monthly quality improvement (QI) of medication administration records and physician prescribing reports. Quarterly reviews will be completed by a consulting pharmacist using a Pharmacy & Therapeutics (P&T) format.
- Comply with security and training requirements of each facility and the State.
- Institute an automatic stop order system for certain categories of drugs (i.e., antibiotics, controlled substances, pain medications, all sedative-hypnotics).
- Administer medications as follows:
  - Routine administration shall occur within two (2) hours of the time medication is scheduled to be administered for an inmate's active treatment/care plan (Refer to Appendix 5.22, "Performance Metrics" located as part of Attachment G of this contract).
  - Stat medication administration shall occur within one (1) hour of the provider's order. (Refer to Appendix 5.22, "Performance Metrics" located as part of Attachment G of this contract).
  - New orders for medication for which a specific start time or date has been indicated to begin administration (for example "next day/week med pass, in X weeks or at completion of current order") shall be obtained for delivery and administered on the date specified within two (2) hours of the specified start time.
  - New orders for medications requiring administration on the same, next or a holiday which are not ordinarily maintained as stock or for which the stock supply has been depleted and will not be available within the PPV delivery schedule and because of this will require use of the BUP (order needed in less than 48 hours Monday-Friday and 72 hours Saturday-Sunday) will otherwise follow the two hour time window for administration of new and routine orders.

2.28.1 – Guidelines for Prescribing and Monitoring

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

- The prescriber (physician/ Nurse Practitioner (NP)/Physician's Assistant (PA)/ psychiatrist/advanced practice nurse (APN)) will evaluate each inmate prior to re-ordering medications and document, as part of the inmate's electronic health record, the rationale for discontinuing or continuing the medication.
- Prescribers will adhere to best practice guidelines relevant to their area of practice related to the prescribing, follow-up and documentation of patient response to medications. The State may require additional or alternate documentation as well.
- The Contractor must provide written protocols for treatment of conditions requiring chronic use of narcotic prescriptions. These protocols should describe evaluation and management using a step-wise approach to pain control. The protocols shall be evidence based and include state guidelines (Act 75 and Vermont Medical Practice Board Policy; Use of Opioid Analgesics and the Treatment of Chronic Pain).
- The Contractor shall adhere to rules for prescribing and monitoring opioids and buprenorphine placed into effect by Act 75 in 2013 and Senate Bill 295 in 2014.
- All Contractor staff shall have access to and be expected to utilize the Vermont Prescription Monitoring System (VPMS) as described in ACT 75 and other State statutes.

2.28.2 – Medications for Work Release Inmates

The Contractor shall:

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

2.28.3 – EHR and Meaningful Use

State shall select an EHR vendor. The anticipated EHR vendor shall be a separate contract from health services.

2.29 – Medication Services

- In accordance with NCCHC essential standards P-D-02 and MH-D-02, the Contractor shall provide timely, safe, and sufficient medication services that are clinically appropriate. The Contractor shall:
- Ensure that the mental health prescribing practices are consistent with corrections best practices, national guidelines and community practices where predicated on evidence based literature.
- Ensure that medications are prescribed only when clinically indicated.
- Monitor provider orders and require providers to review patient medication histories.
- Ensure that nursing staff have access to physician's on-call who may be contacted for a verbal order after health staff verifies an inmate's medication prescription.
- Ensure that providers sign all medication orders in a timely fashion consistent with Pharmacy board and other regulatory requirements for same; the Contractor shall develop a process for electronic signing of verbal orders.

2.29.1 – Medication Administration

The Contractor shall:

- Maintain a medication administration system which meets the State's needs and minimally provides the following:
  - Medication administration program contains internal controls to provide for re-order prior to the expiration of the initial or renewal order, when required and thus ensure the provision of continuous pharmaceutical therapy.

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

2.29.2 – Transmittal to Pharmacy

The Contractor shall:

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

2.29.3 – Inmate Refusal and Non-Adherence to the Treatment Plan

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

- Ensure that nursing staff document all instances when an inmate refuses a medication or is not available to receive a medication.
- Ensure that all staff are trained in obtaining signed refusals.

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

2.29.4 – Keep on Person Medications

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

The Contractor shall:

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

2.29.5 - Directly Observed Therapy (DOT)

The Contractor shall:

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

2.30 – Clinic Space, Equipment, and Supplies

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

- Provide all medical, dental and office supplies necessary for the provision of health services however; the State at its discretion may choose to obtain a separate contract for the provision of medical, dental and office supplies.
- Provide all necessary supplies and equipment to carry out the terms of the contract. Supplies will include, but not be limited to:
  - forms, books, health record folders and forms, pharmaceuticals, prosthetics, dental hand instruments, needles and sharps, special medical items, diagnostic devices, containers and medical waste receptacles,

inmate education materials, personnel protective equipment, library of basic health reference books and program manuals at each site.
  - In addition, all necessary office equipment and supplies will be provided. Contractor shall make arrangements to have the necessary equipment and supplies delivered to the State's facilities within one (1) month of contract implementation (date service delivery begins).
- In collaboration with security, ensure that the health services area is safe and sanitary for the provision of medical and dental care.
- Maintain all diagnostic equipment and patient items in working order, as defined by the manufacturer. The State will receive copies of all inspection reports for such equipment.

2.30.1 – Inventory Control

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

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

2.31 – Diagnostic Services

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

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

2.31.1 – Radiology Services

The Contractor shall:

- Provide radiology services on-site to the extent possible using mobile or other imaging services; when these services are not feasible or possible inmates will be referred off-site for most procedures.
- Ensure that X-ray equipment available for routine films at Southern State Correctional Facility is maintained up to required State and Federal standards for safe use.
- Ensure that the subcontractor shall use a board-certified radiologist to review and report findings of all diagnostic studies in a timely manner.
- Ensure that all positive/abnormal findings will be communicated verbally, electronically or otherwise to the appropriate provider or his/her designee by the radiology services provider preferably sooner but no greater than three (3) working days; verbal notification is to be followed up by a written notice of findings within seven (7) working days.

- Ensure that in the event of a positive or abnormal finding that a plan of care including patient notification shall be entered into the patient's record within ten (10) working days of receipt of the report.
- Ensure that the ordering provider, site-Medical Director, or medical designee, reviews initials and dates all radiology reports within a timely fashion but in any event no greater than seven (7) work days.
- Document and maintain all radiology reports in the inmate's health record.
- Inform inmates of results in a timely manner, or no greater than fourteen working days (14) for normal findings. Documentation of the discussion with the inmate and provider regarding x-ray/diagnostic study results will be noted in the inmate's medical record as a progress note.
- Utilize an RN to provide the inmate with results of normal/routine x-rays but this visit should not replace follow up with a medical provider where needed required or requested by the inmate.

2.31.2 - EKG Services

Contractor shall provide:

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

2.31.3 – Ancillary Services

Contractor shall:

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

2.31.4 – Laboratory Services

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

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

- Ensure that once reviewed, the results will be filed in the inmate's electronic health record.
- A process for informing inmates of the results in a timely fashion.
- When discrepancies exist, a process whereby physicians will reevaluate the inmate and re-order the laboratory tests, as appropriate.

2.31.4.1 – Special, Stat and Critical Lab Results

The Contractor shall:

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

2.32 – Hospital and Specialty Care

Under no circumstances shall Contractor limit or delay access to specialty services for inmates identified as requiring this care. If the State believes that the Contractor is not providing specialty services in a timely fashion, the State's HSD 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 State's HSD and Contractor's Medical Director shall also agree upon a target date when services will commence.

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

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

2.32.1 – Specialty Outpatient Services

Contractor shall:

- Develop a network of qualified medical specialists to provide inmates with necessary access to necessary health services. Contractor shall enter into written agreements with said specialists who practice in the local areas.
- Provide the State HSD with a list of all specialists to be utilized.
- Ensure that the provider network has sufficient specialists in all areas including but not limited to gastrointestinal (GI), infectious disease (ID), Cardiovascular disease, Nephrology, Pulmonology etc. to provide for the needs of inmates within the custody of the State treatment may be coordinated through the Infectious Diseases Unit at Fletcher Allen Health Care or other community provider specializing in the care of Infectious diseases. The Contractor shall make every reasonable effort to comply with the clinical management protocols for inmates who are HIV-positive, as directed by the Infectious Diseases providers, including provision of pharmacologic therapy, as clinically indicated.
- Adhere to the final decision made in disagreements over specifics of care which shall be resolved by the State's HSD.
- Facilitate transitions of care for inmates with HIV/AIDS who are entering or being released from the correctional system; this shall be accomplished through a coordinated effort between the Contractor and the VDH and the Vermont Medication Assisted Program (VMAP).

- Arrange whenever possible for qualified medical specialists to visit the facilities so that inmates may be maintained within the security of the facility. If necessary, an outside referral will be made for services that cannot be provided at the facility.
- To the degree possible, arrange for diagnostic testing to be performed on-site.
- Ensure the implementation of an effective specialist referral process which shall include the advance provision of all pertinent information necessary for timely diagnosis and treatment. The medical specialist will receive diagnostic testing results, substantive patient history, and clinical findings, in the form of a written referral. Every effort should be made to send pertinent information prior to the inmate's consultation.
- Be responsible for scheduling, authorizing, and coordinating all specialty services.
- Coordinate the movement of inmates to off-site appointments with the State facility superintendents and/or their designees.

2.32.2 – Optical Services

Contractor shall:

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

2.32.3 – Off-Site Visit Care Coordination and Follow-Up

The Contractor shall:

- Ensure that all inmates returning from outside hospital stays or clinic visits are seen by a medical professional in a timely fashion following return. The purposes of this visit are as follows:
  - Discussion between the provider and inmate of the outcome of the visit
  - Ascertaining the inmate's understanding of information given to him/her
  - To determine if further visits or diagnostic testing has been advised
  - To review any available consult notes
- Implement a system-wide process and procedure to include timelines for follow-up of visits including but not limited to:
  - Hospitalizations and all other off-site services
  - Laboratory testing and diagnostic tests and procedures. The Contractor should refer to Radiology follow-up Section 2.31.1 for timeliness of result reporting and use of RN for informing the inmate of the results
  - Submission of the process and procedure to the State HSD for approval within 3 months of contract implementation
- Require a progress note be entered into the patient's record as documentation that the visit occurred or did not, should the patient refuse or the visit was cancelled.
- Ensure that an inmate's medical chart accurately reflects and documents services provided by the outside health care provider(s).

2.32.4 – Timeliness of Off-Site Visits

See Section 2.32.

2.33 – Psychiatric Services

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

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

2.33.1 – Inpatient Psychiatric Care

Contractor shall:

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

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

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

SECTION E - INMATE CARE AND TREATMENT

2.34 – Information on Medical and Mental Health Services

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

- Ensure that, at the time of initial intake, each inmate will be given a health services orientation and information on how to access health services while in the facility
  Ensure that inmates receive the following information:

- Health services in segregation.
- Routine health services for female inmates.
- The State's American's with Disabilities Act (ADA) directive.

- Train and require all staff to comply with the State's ADA policy #371.01 (see Appendix 5.06) to ensure proper accommodation for all inmate's with physical and/or other disabilities.
- Provide inmates with a copy of the Inmate Handbook in a language (English, Spanish, or any other predominant language in the inmate population), literacy level (5th grade level), and format that is readily understandable to the inmate.

2.35 – Receiving Screening

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

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

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

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

- When the results of the receiving screening identify clinically significant findings, an initial assessment (See Section 2.37 and 2.37.1 of this contract) shall be completed as soon as possible but no later than 2 working days after admission.
- All inmates with questionable health conditions are medically cleared before being sent to the general population.
- Inmates with non-emergency conditions are referred to the general population with appropriate follow-up referrals established, if necessary.
- Inmates requiring immediate intervention will be referred to the appropriate health (on-call, if appropriate) and/or mental health staff for evaluation and treatment.
- Referral of the inmate for special housing, emergency health services, or additional medical specialists will be made as appropriate.
- State facility staff are notified of all inmates requiring special housing or having activity restrictions.
- Disposition of inmates is clearly noted on the screening form.
- The receiving screening findings will be recorded on a uniform, standardized electronic form that captures essential baseline health information.
- The intake form will be included in the inmate's health record. The form will be in compliance with all state and national standards.

2.36 – Inter/Intra-System Transfer Screening
In accordance with P-E-03 and MH-E-03, a transfer screening will be performed.

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

2.37 – Initial Health Assessment
In accordance with NCCHC essential standard P-E-04 "full population assessment", the Contractor shall:
- Obtain a written authorization for health evaluation and treatment from the inmate and witnessed by health service personnel, if consent has not been obtained prior to this time.
- For inmates housed in a State facility, a licensed nurse practitioner, physician's assistant, or M.D. will complete a health history and physical exam no later than seven (7) calendar days of the inmate's arrival to the facility.
- The health assessment form will become part of the inmate's permanent electronic health record, and at a minimum, will include:
  - Date and time of completion.
  - Signature and title of individual completing the assessment.
  - A documented review of the receiving screening results.
  - The collection of additional data to complete the medical, dental, and mental health histories that were started at intake.
  - Vital signs.
  - Adult BMI Assessment.
  - Laboratory and/or diagnostic tests for communicable and infectious diseases (See Section 2.13 of this contract).
  - Pap tests.
  - Physical examination.
  - Immunization history and administration, when appropriate.
  - The completion of an initial problem list and a diagnostic and therapeutic plan that addresses each problem.
- Attempt to communicate and coordinate with community providers who treated the inmate prior to incarceration.
- Complete the health assessment on a uniform, electronic, standardized form (to be agreed upon by the parties and introduced at all sites during the implementation phase). The intake form will be in compliance with all state, national, and NCCHC standards and included in the inmate's electronic health record.

- Provide all inmates with the opportunity for HIV testing and brief counseling during the initial health assessment; this shall be undertaken as per an agreed upon protocol between VDH and the State (under development at the time of this contract).
- Receive approval from the Medical Director for additional diagnostic procedures and testing, such as a urinalysis, when clinically indicated.
- Inform the Superintendent or his/her designee when any aspect of an inmate's physical or mental status may affect housing or work assignments or create a potential for violent, self-injurious or suicidal behavior. The disposition of inmates not medically suited for confinement in general population will be discussed with the Superintendent or his/her designee.

2.37.1 – Clinically Significant Findings

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

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

2.37.2 – Health Assessment for Re-Admitted Inmates

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

2.37.3 – Inmates with Chronic Disease (CD)

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

2.38 – Receiving Screening for Mental Health Needs

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

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

2.39 – Mental Health Assessment and Evaluation

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

2.39.1 – Supervision of Mental Health Personnel

Contractor shall provide appropriate clinical and administrative supervision of all activities involving direct or indirect services provided by the Contractor's psychiatric staff members. The amount and type of supervision is dependent, in part, on the credentials of providers performing specific services. For instance, the use of clinical nurse practitioners with prescriptive authority is permitted under Vermont law and commonly practiced in Vermont Corrections. It is required that such practitioners have a supervising or consulting psychiatrist. Additional supervisory duties include regular meetings and phone consultation with the State HSD and/or her/his designee to address systems issues and problems, policy matters and program development.

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

2.39.2 – Mental Health Assessment

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

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

The Contractor shall ensure that:

- The mental health assessment form will become part of the inmate's permanent electronic health record.
- The mental health assessment and evaluation will be conducted in a coordinated fashion with other medical services at each site, according to timeframes that insure the safety and timely treatment of all inmates.
- Emergency — Inmates in need of immediate medical/psychiatric attention are transferred to a specialty unit (community or the State) capable of providing 24-hour observation and care (See Section 2.53 of this contract)

and, as needed, placed on suicide watch until more suitable arrangements can be made and/or a complete mental health assessment is conducted.

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

2.39.3 – Mental Health Assessment for Re-Admitted Inmates

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

2.40 – Oral Care

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

The Contractor shall:

- Provide access to dental services in accordance and compliance with the following standards/rules and guidelines:
  - American Dental Association (ADA)
  - Vermont Board of Dentistry
  - Center for Disease Control (CDC) standards
  - Occupational Safety and Health Administration standards
  - Department of Vermont Health Access
  - Department of Health standards and other applicable Vermont State Law

- Provide a manual of dental operations, a written general orientation for all dental staff, as well as one specific to their job duties; detailed training guide; performance evaluation tool.
- Provide a schedule, by facility, to the State with the hours that dentists will be minimally available on-site to see patients (i.e., exclusive of time used for set-up and dismantlement of equipment and for administrative activities). The hours across all facilities must be sufficient to meet the needs of the population; and wait list shall not exceed 14 days unless for cause.
- Minimally provide on-site dental services which include preventive and restorative care at each correctional facility.
- Respond to Urgent dental care requests within 24 hours.
- Respond to Routine care requests within 28 calendar days.
- Inmates with true dental emergencies (i.e. facial fractures, uncontrolled bleeding, and infections not responsive to antibiotics) should receive immediate medical care, which may include emergency transportation to an inpatient facility.
- Employ sufficient dentists and dental assistants to meet the needs of the Vermont correctional inmate population. All dentists must be licensed to practice in the State of Vermont and be otherwise appropriately trained and credentialed.
- Employ a licensed dentist who shall serve as the Dental Director for the purpose of providing clinical services as well as clinical and operational oversight to the dental program.
- Ensure that a mandatory program of orientation and training or all dental staff as shall be detailed in a manual or other document to be provided to the State no less than three (3) months after the contract start date. It shall minimally include the following:
    - Dental Services in Corrections inclusive of the State Dental Directive
    - Infection control practices in the dental suite
    - Operational requirements and Maintenance of the dental operatory
    - Blood Borne Pathogens training including Exposure of Concern protocol
    - Record-keeping including inventory control of sharps, tools and waste disposal, autoclave
- Ensure that all dental assistants who have trained informally on the job (OJT) shall not work without direct supervision by another trained and proficient dental assistant until they demonstrate proficiency with all job duties.
- Ensure that direct supervision will be provided for a minimum of 3 weeks or until such time as the 'trainee' has shown, by direct observation and exam that he/she is proficient at performing all job duties and tasks required to provide patients services and maintain the operatory in a manner compliant with acceptable standard (ADA, CDC, OSHA, etc.).
- Ensure that any sub-Contractor arrangements with dental providers shall be in conformance with Vermont Statute 26 V.S.A. Chapter 13 § 722 (See appendices that accompany Attachment G of this contract for more detail).
- Within 14 days of admission, conduct an initial dental appraisal and instruction in oral hygiene. If the Contractor is unable to provide on-site assessment, screening, and/or treatment within these timeframes, inmates shall receive services through local community dentists, with costs for these services, including transportation, borne by the Contractor.
- In the case of a re-admitted inmate who has received a dental examination within the past six (6) months, the Contractor shall assure that a licensed dentist determines the need for an additional dental evaluation.
- Provide in-service trainings by a licensed dentist under contract or employed by the Contractor to nurses who perform dental screenings and oral hygiene instruction.
- Develop a process whereby inmates may request dental services by submitting a sick call request. Nurses will triage the requests (see Section 2.41 of this contract) and submit them to a licensed dentist. Inmates will be seen based on the list of dental priorities.

- Refer inmates who require treatment beyond the capabilities of the Contractor's licensed dentist to a dental specialist in the community where one can be located that is willing to provide services.
- Provide dental prostheses as determined to be necessary by the dentist using the established State Directive.

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

The Contractor shall:
- Implement a sick call system that provides inmates with unimpeded access to health services.
- Utilize an established, unimpeded, secured sick call boxes located within each housing unit for inmates to deposit their requests for sick call services.
- For inmates who do not have access to the sick call boxes, establish alternative arrangements will be made for filing sick call requests (i.e., inmates in segregation or lock-down units). Nursing staff will conduct daily, visual rounds to assess the inmates' need for health care services.
- Where possible, respond to sick calls according to the facility schedules shown in Appendices of Attachment G of this contract related to Correctional Facility Profiles.
- Have a process for nursing personnel to collect, triage, and respond to health care requests based on need within 24 hours.
- Ensure that Registered Nurses demonstrate that they possess the skill set to perform triage. Training and appropriate supervision shall be provided to nursing staff to assure a system that is safe and effective.
- Provide same-day (24 hour) response for inmate requests for health care services that are determined by the triage process to be urgent in nature.
- During weekdays, when clinically appropriate, have a qualified health care professional see the inmate within 24 hours after the request has been triaged. Therefore, non-emergent, triaged health care requests will be seen within 48 hours.
- During weekends, make a good faith effort to meet the same standard as for weekday review and response times for non-emergency requests. Triaged requests for health care services during the weekend will be seen within 72 hours.
- Conduct physician sick call per a posted schedule determined by facility needs and in a manger that complies with the requirements described above and in a manner that supports timely follow up of inmates triaged by nursing and determined as in need of provider referral. The schedule must be approved by the State HSD.
- Monitor sick call responses/grievances as part of the CQI process.
- If the inmate's custody status precludes attendance at sick call, implement appropriate measures to provide access to health services.
- Develop new protocols or implement current ones that include the use of over-the-counter medications which can be provided to inmates by a Registered Nurse. All protocols shall be reviewed and approved by the State HSD and/or Chief Nursing Officer prior to implementation.
- The Contractor shall implement a process that provides inmates with a limited supply of OTC medications as a result of a sick call encounter with a Registered Nurse. The provision of OTC medications will be documented in the inmate's health record.
- Make available a limited number of over-the-counter medications available for purchase in the inmate commissary.
- If the inmate's condition at the time of nursing triage or assessment requires emergency care and/or services beyond the ability of the nurse and/or the established nursing protocols, require the nurse to discuss the inmate's problem with the on-site or on-call provider who will then refer the inmate for further evaluation and treatment as needed.

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

Regarding the Sick Call Request Form, the contract shall:

- Utilize a three-part sick call request form that allows the inmate's request, triage and disposition information, and the health encounter to be documented all on one form.
- Print the form on no carbon required (NCR) paper to provide additional copies.
- Keep one copy by the inmate at the time the request is submitted.
- Keep the second copy to be used for a variety of purposes. For example, if the inmate's request does not require a health encounter, a written response will be documented on the form and a copy will be returned to the inmate.
- File the original as part of the inmate's permanent record.
- Transfer the information contained on the sick call request to the inmate's electronic health record.

2.42 – Emergency Services

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

The Contractor shall:

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

2.42.1 – Sentinel Events

Morbidity and Mortality Review Timeliness

- Morbidity and Mortality events are also referred to as Serious Reportable Events (SREs) and are defined in the State Quality Assurance (QA)/Continuous Quality Improvement (CQI) procedures (see appendices of Attachment G of this contract).
- 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 the State, NCCHC standards, state policies, and state and federal laws. Should a law enforcement investigation be required, the State shall extend the timeframe for completion of the mortality review, notifying Contractor of the revised mortality review due date. Should Contractor fail to acquire and submit information before or on the due date, or meet NCCHC standards, state policies, state, and federal laws governing mortality reviews, a holdback of up to $2,500.00 per occurrence may be taken.
- The Contractor staff shall participate in all morbidity (Serious reportable events) reviews, Root Cause Analyses (RCAs) upon the State's request and as otherwise stipulated.

2.42.2 – Emergency Medical Services

The Contractor shall:

- Provide emergency medical services for inmates, employees, Contractors, and visitors for assessment, stabilization, and referral.
- Provide staff with emergency response training in the following, but not limited to:
  - Automated external defibrillator (AED).
  - Ambu bags.
  - Suction devices.

- Other essential equipment for resuscitation and stabilization of inmates pending arrival of community Emergency Medical Service (EMS) teams.

2.42.3 – Emergency Services for Work Release Inmates

The Contractor shall:

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

2.42.4 – Emergency Mental Health Services

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

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

2.43 – Segregated Inmates

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

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

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

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

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

2.44 – Patient Escort

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

- Enter the appropriate movement code (M-Code) into OMS and EHR to ensure that inmates for whom transfer would interfere with treatment planning or whose medical or mental health condition would be negatively affected are not transferred without approval of medical or mental health.
- Collaboration with the State to facilitate the timely and safe transport of inmate/patients for attendance at medical, mental health, and dental appointments that both within and outside the facility.
- Alert the transporting custody staff to accommodations that may be needed for the inmate/patient during transport, in particular an inmate/patient's needs for assistive devices or contraindications to the use of shackles or other restraint devices; staff shall also enter this information into the EHR and OMS.
- Facilitate patient confidentiality during the transport by sealing envelopes and securing other documents that may contain protected health information (PHI).
- Ensure that the mental health authority monitors the number of appointments attended and missed.
- Maintain records on missed appointments-due to the unavailability of escort staff and develop a process whereby these are will-addressed as part of the CQI program; inform the facility Superintendent and DOC HSD of frequent missed appointments for specific individuals and for specific populations.

2.45 – Nursing Assessment Protocols

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

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

2.46 – Continuity of Care

Continuity of care begins at admission and will extend through all care transitions including transfer, discharge, and readmission. The Contractor shall operate in accordance with NCCHC essential standards P-E-12, MH-E-09, and State Directive #361.01.07 and other applicable State Policies and Procedures (P & Ps). The Contractor shall:

- Provide a Director of Care Coordination, who shall serve as the medical and psychiatric liaison between community provider organizations and the care services of the State; the duties will include but shall not be limited to:
  - Administrative supervision of site or area level care coordinators, tracking of state wide care coordination activities, quality assurance, and collaboration with the State case and administrative staff on care coordination activities.
- Provide Care Coordinators, sufficient in number and skill level, to provide, at a minimum, the services outlined in Sections 2.46.1 through 2.47 of this contract to the State's population.

2.46.1 – Continuity of Care at Intake

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

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

Health Care Plan Enrollment and Determination of Coverage:

The Contractor shall:

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

- If the inmate is enrolled in a HBP and is a detainee proceed as above for new HBP enrollees for determination of coverage during incarceration.

2.46.2 – Continuity of Care during Incarceration

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

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

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

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

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

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

2.46.3 – Continuity of Care at Discharge

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

- Ensure effective coordination of care during transition through use of the Contractor's Care Coordinators who shall collaborate with those in the community including Blueprint for Health and Federally Qualified Health Center's (FQHCs) and others as available.
- Review the medical record of all inmates; include those designated with SFI, with an approved treatment plan.

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

2.46.4 – Continuity of Care for Inmates with SFI

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

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

2.47 – Discharge Planning

2.47.1 – Bridge Medications

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

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

While it is the intent of the State to ensure through its' staff and the Contractor that individuals entering State custody without health insurance shall be enrolled in a Qualified Health Benefit Plan or GMC prior to release; or who enter with GMC coverage shall have it suspended (not terminated) to ensure timely reactivation at the time of release/reentry and; that appropriate linkages with a community provider shall be made prior to release; it is understood that there may be situations which respectively; prevent enrollment, cause delay in timely notification; delay in timely reactivation after suspension and prevent appointment scheduling within a reasonable time upon an individual's release, therefore the Contractor shall:

- Develop and implement a system-wide procedure regarding Release Medications which conforms minimally to the following; the procedure shall be approved by the State within 30 days of the contract's inception date. The Contractor should review the current policy and procedure and may fully adopt or revise it as needed but in any event shall notify the State within the timeframe indicated.
- Arrange for a sufficient supply of bridge medications as follows:
  - For individuals released to the community who are not enrolled in GMC (or other insurance) and or whose next appointment date is unknown, the inmate shall be provided with a 14-day supply of bridge medications with the exception of:
    - Individuals who are prescribed HIV medications. These individuals will be provided with a 30-day supply of bridge medications. It is the expectation of the State that unexpected release events for these persons will be minimized as the Director of Care Coordination shall ensure appropriate follow-up

including medications and appointment through continuation of the process developed between the State and the Care Coordinator of VDH's VMAP program
    - Individuals who are prescribed psychotropic medications. These individuals will be provided with a 30-day supply of bridge medications. However the prescriber shall have the discretion of determining the amount and category of medication provided at the time of release by prescription or other means based on the individual's known history or risk profile for abuse, diversion accidental or intentional overdose
- Ensure that for those individual enrolled in a GMC or other HBP are provided prescription(s) for medications of sufficient supply to last pending their known scheduled appointment with a community provider; the prescription information shall be transmitted to a pharmacy in the individual's community. However the prescriber shall have the discretion of determining the amount and category of medication provided at the time of release by prescription or other means based on the individual's known history or risk profile for abuse, diversion accidental or intentional overdose.

SECTION F – HEALTH PROMOTION

2.48 – Healthy Lifestyle Education and Promotion

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

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

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

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

2.48.1 – Medical Diet

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

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

The Contractor shall:

1. Ensure the initial and timely review by a Registered Dietician (employed or sub-contracted by the provider) of all medically necessary diets including but not limited to
   - Renal diets
   - Cardiac or low sodium diets
   - Gluten free diets
   - Pureed
   - Nutritional supplementation
   - Diets during pregnancy and lactation
2. Ensure that information on all medical diets is appropriately communicated to State Food Service staff through the timely documentation in an EHR and OMS in the fields so specified.
3. Ensure that providers and nurses engage inmates in health teaching with regard to nutrition as part of all encounters and as part of an on-going health promotion disease prevention program of care.

2.49 – Use of Tobacco

In accordance with NCCHC important standard P-F-03, the State's facilities are "smoke free" for inmates and all staff. The Contractor will be required to comply with State Directive #408.02. The Contractor shall:

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

2.50 – Mental Health Education and Self-Care

In accordance with NCCHC important standard MH-F-01, the Contractor shall:

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

SECTION G - SPECIAL NEEDS AND SERVICES

2.51 – Chronic Disease Services and Treatment Protocols

In accordance with NCCHC essential standards P-G-01, J-G-01, and MH-G-01, the Contractor will recognize that there are incarcerated individuals who require chronic and/or convalescent treatment. The Contractor will provide these services in a manner that incorporates principles of care and disease management for complex cases (see Section 2.5.2 in this contract) and that will also serve to promote maximum progress toward identified goals and healing.

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

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

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

1. Asthma
2. Diabetes
3. High blood pressure
4. HIV/AIDS
5. Hepatitis' B and C and other infectious diseases
6. Hypercholesterolemia
7. Seizure disorder
8. Tuberculosis
9. Major mental illness
10. Others which may be included in special needs categories (Developmental Disabilities (DD), Traumatic Brain Injury (TBI), Pervasive Developmental Disorders (PDD), and various forms of dementia)

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

Inmates in chronic disease clinics shall be seen:

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

Contractor will inform the State Health Services Division of the occurrence of CD clinics through metrics and statistics which shall be related to the delivery of CD services. Contractor will provide this information quarterly. DOC has 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 State HSD shall review and resolve the dispute with the Contractor's Medical Director.

2.51.1 – Treatment Protocols and Pathways

The Contractor shall:

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

2.52 – Patients with Special Health Needs

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

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

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

Care Coordinators training, duties and responsibilities shall include:

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

2.52.1 – Services for Incapacitated Persons

State Directive # 306.01; Revision memo 3/38/12 and 33 VSA§708; Incapacitated Persons Statute

Approximately 1,300 incapacitated individuals are brought annually to State facilities for screening and observation. Transfer to State facilities 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 the State for services mandated by Vermont Statute.

- Provide an initial medical screening and assistance in the event of an emergency to incapacitated persons brought to a correctional facility.
- Upon request of State staff provide screening and other services by mental health providers.

2.52.2 – Co-Occurring Disorders

Although the primary focus of substance abuse treatment for offenders other than as provided through the State's Program Services Division for Risk Reduction is in the community, the State expects the Contractor to be prepared to engage in substance abuse screening, brief interventions and brief treatment with referrals to community providers as appropriate. The provision of counseling should be designed to motivate inmates to engage in treatment.

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

2.53 – Infirmary Care and Medical Housing Unit Services

The State 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 Attachment G for location and description of facilities and levels of care provided.

The Contractor shall

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

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

1. Twenty-four (24) hours a day direct nursing observation will include daily or more frequent (if medically indicated) recording of vital signs and nurses' notes, based on the inmate's condition and physician order. Inmates will always be able to gain a health care professional's attention, either through visual or auditory signals.
2. Admission to, and discharges from infirmary status will be controlled by the Contractor's Medical Director or designee.
3. A physician will be available by telephone twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.
4. All nursing services will be under the direction of a Nurse Manager, who will be on-site forty (40) hours per week. Staffing levels will be appropriate for the number of inmates, the severity of their illnesses and the level of care required for each, but no less than the staffing reflected in Appendix 5.18 - Staffing Matrix located in Attachment G of this contract. Nurse Manager shall work collaboratively with the Medical

Director, the State 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 EHR 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 HSD 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.

Contractor will apprise the State Health Services Division 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 State approval an appropriate and useful reporting format.

2.53.1 – Basic Mental Health Services

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

2.53.2 – Suicide and Self-Injury Prevention Program

Multiple corrections' disciplines (security, physical health care, and mental health care) play an important role in suicide and self-injury prevention. These roles must be coordinated in terms of philosophy and in operations. Contractor shall develop a program of suicide and self-injury prevention characterized by the following:

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

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

Procedures relating to the management of chemical dependency shall include:

- Clear steps related to the documentation, reporting, and monitoring of individual patients in the electronic medical record
- Clear steps related to medication administration, dispensing, storage, dosage, and documentation of such in logbooks and the EHR.

2.54.1 – Chemical Dependency Program
Contractor shall provide a Chemical Dependency Program that shall include clear and concise DOC approved procedures in its manual to address the following related to patients in the chemical dependency program and/or undergoing detoxification including:

- Continuous quality improvement
- Identification of appropriate staff to deliver services
- Diversion control plan

2.54.2 – Intoxication and Withdrawal
In accordance with NCCHC essential standards P-G-06, J-G-06, State Policies and Procedures and Directive #361.01 and DRVT Settlement Agreement available in the Appendices of Attachment G). The Contractor shall:

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

2.54.3 – Treatment Phase

During incarceration in the State, the patient shall receive:

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

2.55 – Inmates with Alcohol and Other Drug Problems

In accordance with NCCHC important standards J-G-08, P-G-08, Contractor shall assess inmates with alcohol or other drug problems and treat by a physician or other qualified health care professional. See preceding Sections 2.52.2.; 2.60; 2.54; 2.54.1; 2.54.2; and 2.54.3

2.56 – Obstetrics and Gynecology Services

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

The Contractor shall:

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

2.56.1 - Care of the Pregnant Inmate and Pregnancy Counseling

NCCHC essential standard P-G-07

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

The Contractor shall:

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

2.57 – Aids to Impairment, Including Medical Prosthetics

The Contractor shall comply with State Directive #371.01, Americans with Disabilities Act (ADA) — Facility and Field. In addition, the Contractor shall:

- Establish contracts with local prosthetic companies to provide prosthetic devices to inmates as medically indicated.
- Require the company representative to make preliminary measurements and fittings on-site when possible.

- Ensure that prosthetics meet quality standards appropriate for need and use as well as conforming to security requirements of the State. In cases where the two requirements disagree then the needs of the State for security and safety shall take precedence and an alternative that will meet both requirements shall be provided.

2.58 – Care for the Terminally Ill

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

- Refer to and utilize documents provided in 18 VSA chapter 231 as the standard by which to guide care and services to inmates at ages and stages of life with special emphasis on the end of life.
- Ensure that the care of the terminally ill incarcerated patient should resemble as closely as possible that which is provided in the community.
- Ensure that its employees are knowledgeable regarding the appropriate State rules and Statutes related to end of life care; 18 VSA chapter 231.
- Use the appropriate form and instructions (do not resuscitate order/clinician orders for life sustaining treatment (DNR/COLST) Form and Instructions) located on the Vermont Department of Health's website (http://healthvermont.gov/).
- Provide a State Health Services Division approved Hospice Program, which shall include a manual (under development by the State) to direct provision of care and services and training of inmate Hospice support persons.
- Coordinate with the State and community organizations in the providing care and the delivery of hospice services to inmates. The hospice care units will be located at the Southern State, Northern State, and Chittenden Regional Correctional Facilities in Springfield, Newport, and South Burlington, Vermont respectively.
- Ideally are qualified health care professionals with training in basic hospice theory and techniques.
- Ensure that enrollment in the program is an inmate's informed choice; an independent evaluation by a physician not directly involved in the inmate's care is encouraged prior to enrollment.
- Ensure that the Contractor's Medical Director approves all transfers to the hospice unit.
- Ensure that the State HSD and the Superintendent of the facility are notified when an inmate is being considered for placement and again at the time of placement on Hospice status - preferably notification shall be given immediately by the Contractor's Medical Director and shall be included as part of the weekly update of critically or seriously ill inmates.
- Ensure that all requests for compassionate release/furlough should be processed as per State Directive # 373, or its revision or replacement. The State HSD must be notified immediately when Compassionate Furlough is being considered.
- Ensure that all deaths in custody are processed as per State Directive # 353 (as revised or replaced).

2.59 – Treatment Plans and Utilization of Services Consistent with Treatment Plan

NCCHC essential standards MH-G-03, State Protocol #361.01.06, and the requirements of this contract, specifically Section 2.63. The Contractor shall:

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

2.60 – Mental Health Programs, Intermediate Care Unit, and Secure Care Unit Services

In accordance with NCCHC important standard MH-G-06, Contractor's qualified mental health staff shall provide behavioral consultation when needed.

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

In collaboration with the State's Health Services Division's Chief Mental Health Services (CMHS) or other as designated, the Contractor shall:

- Provide mental health services to inmates residing in these units including, but not limited to:
- Admissions, discharge, and coordination of care occur under the direction of the Psychiatric or Director of Behavioral Health in collaboration with the facility Superintendent and the State's CMHS.
- Availability of a psychiatrist/advanced practice nurse practitioner by telephone twenty-four (24) hours per day, seven (7) days per week.
- Delivery of a range of mental health services including psychiatric, clinical, and group services directed at improving the management of mental health symptoms, increasing emotional regulation, reducing self-harm and improving adjustment to the incarcerated environment.
- Staffing levels sufficient in number and type to meet the severity of illness, degree of behavioral dysregulation and overall level of care of inmates on these units.
- A complete record initiated upon admission and incorporated into the inmate's health record. The record will include at a minimum the following:
  - Reason for admission, including any immediate precipitants.
  - Diagnosis, medications, activity, and property restrictions.
  - Complete documentation of the care and treatment given, including but not limited to assessments of risk and special observation status.
  - Documentation of discussion or consultation with the treatment team, consultants, and others involved in the inmate's care.
  - Treatment plans appropriate to the inmate's needs and care during his/her resident in such unit.
  - Discharge plan and discharge notes.
- Services according to guidelines, policies, and procedures which will be made available.
  - Coordination of substance abuse and risk prevention program services, as appropriate.

2.61 – Substance, Alcohol Abuse, and Addiction Services
In accordance with State Policy #363, #363.01 (as amended), and #365, and applicable local, federal laws and State Statute (in particular Senate bill 295) the Contractor shall:

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

- Ensure that buprenorphine and methadone facilitation is are available to inmates who, upon admission to the State facility, had been receiving MAT in the community, as determined by and in agreement with the State policy and subject to any standing or current contracts, Memorandum Of Understanding or Agreement (MOU/A) the State may have with VDH Alcohol and Drug Abuse Prevention Program (ADAP) Hub and Spoke system of care.

2.62 – Behavioral Consultation, Including Multi-Disciplinary Consultation and Collaboration
In accordance with NCCHC important standard MH-G-06, the Contractor is expected to engage in regularly scheduled as well as ad hoc meetings as designated by the State. The State 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 television, Internet linkages etc.).

The following is a representative but not exhaustive list of meeting participants:
- State Central Office leadership staff
- Other State divisions, Probation and Parole, Program Services
- Facility management
- Agency of Human Services (AHS) Departments (Department of Mental Health (DMH), Department of Disabilities, Aging and Independent Living (DAIL), Vermont Department of health (VDH) Designated and other State Agencies (DAs)
- Community Health Centers and Blueprint for Health Medical Homes
- AHS statewide interagency team for enhanced integration of services for SFIs in corrections
- Legislative committees
- Community providers/ stakeholders
- Medical staff
- Inmates' family members
- Professional and advocacy groups
- Vermont State Hospital (legacy system) psychiatrists or other clinical staff
- University of Vermont Medical Center (formerly Fletcher Allen Health Center) or other community hospital providers

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

2.62.1 – Special Agreements
Mental Health care of court ordered inmates:

1) Delayed Placement Persons- See Settlement Agreement Document
Delayed placement persons are inmates who are awaiting placement at a psychiatric hospital under the auspices of the Department of Mental Health (DMH). The Contractor shall:
- Ensure collaboration between medical/mental health staff members and other employees of the State in order to support the State's best efforts to avoid or reduce the use of force with such inmates.
- Revise current policies, procedures, and guidelines to ensure prompt identification and assessment of the acute care and custody needs of such inmates.
- Provide information as requested and participate in the review of instances of the use of force with such inmates

- Ensure that all medical and mental health staff are trained on the requirements of this agreement and the means for complying with these requirements.
- Maintain records sufficient to establish to degree of compliance with this agreement.

2) Disability Rights of Vermont Alcohol and Detoxification — *see Settlement Agreement Document listed in Appendices of Attachment G of this contract.*

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

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

SECTION H – MEDICAL AND MENTAL HEALTH ALCOHOL AND SUBSTANCE ABUSE RECORDS

2.63 - Electronic Health Record System

In order to avoid a delay in contracting with a vendor who will be responsible for the provision of medically necessary correctional health care services on February 1, 2015, the State "carved" out for inclusion in a separate and distinct contract from health services related to the provision of an Electronic Health Record System. This was done in order to mitigate the effect of a delay that may result in routing because of unforeseeable issues related to the approval of a specific EHR, its implementation, operation, or risk assessment performed by an independent reviewer.

2.63.1 – 2.63.5 Reserved.

2.64 – Confidentiality of Medical and Mental Health Records and Information

In accordance with P-H-02 and J-H-02, Contractor shall:

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

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

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

SECTION I – MEDICAL-LEGAL ISSUES

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

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

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

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

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

2.70 – End of Life Decision Making
NCCHC P-1-04 – Refer to Section 2.9.4 and State Directive #353, Terminal Illness and Inmate Death – Facilities.

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

The Contractor shall:

- Ensure that a patient's informed consent is obtained prior to all examinations, treatments and procedures in accordance with applicable State laws and regulations,
- Ensure that as necessary or required informed consent of next of kin, guardian or legal custodian will be obtained except in the case of an emergency.

- Ensure that an inmate's right to refuse health evaluations, care (including mental health), and treatment is respected and not violated.
- Ensure that an inmate's refusal of treatment is documented by a waiver signed by the inmate and included as a part of the inmate's medical record.
- Provide the inmate with a full explanation of risks and benefits of refusal which must be delivered in a manner understandable by the inmate (free of language, literacy, vision, hearing or other barriers to understanding).
- Submit its consent and right to refuse treatment forms to the State for review and approval unless contained within previously approved State policies and procedures.

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

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

2.73 – 2.74 Reserved.

2.75 – Key Contractor Essential Duties with description of service and requirements
All referenced duties having standards addressed by NCCHC Standards shall be as stated in 2008 MH and 2014 Prisons and Jails or as determined by State Policies and Procedures or Directives

1. Receiving Screen

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

2. Health Appraisal (History and Physical)

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

3. 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.

4. Treatment Protocols

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

5. Sick Call

Contractor's sick call system must conform to State Directives or Policies and Procedures and prevailing State law and NCCHC standards.

6. 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).

7. Emergency Services
Contractor must have physicians available on-call to provide 24-hour emergency services. Emergency care is defined by the State 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/week.

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

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

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

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

12. 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.

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

14. CQI
Contractor shall implement a CQI program, as set forth by the State and NCCHC guidelines.

3.0 Reserved

3.1.1 – 3.1.7 Reserved.

3.1.8 – Performance Bond Requirements
The Contractor must provide a performance bond of $1,000,000 at the time of contract execution.

ATTACHMENT B
CONTRACT FOR SERVICES
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Payments will not be released until Contractor has provided State with certificates of insurance to show that the required insurance coverage, detailed on Attachment C, is in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State throughout the term of this agreement. Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this agreement.

2. Contractor shall submit a monthly invoice for base capitation and fixed-fee payments within 15 days of the close of the previous month. Beginning February 1, 2016, for each P4P metric, the Contractor will submit the numerator and denominator calculations to the Vermont Department of Corrections (State). The State will enter the data into the P4P incentive calculator (Appendix 5.21) to determine the Contractor's performance-based bonus payment. The official ADP for the month shall be provided monthly by the State.

3. Contractors invoice number will be displayed in the following format on each invoice:
   Contract #/Period of Service - Example: For June 2011 services under contract number 12345 the invoice number would be 12345/0611.

4. The State's payment terms for Contractor invoice(s) are net 30 days.

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

   Contractor payment will be based on a capitated, pay-for-performance, risk-based model. Some payment provisions of the contract will be based on a fixed fee.

6. **Payment Adjustments**

Starting on February 1, 2016, all performance incentives, liquidated damages, and /holdbacks will be documented and discussed with Contractor. The parties shall resolve any dispute regarding the assessment and retention of holdbacks, retainage or liquidated damages in accordance with the Dispute Resolution process (see 13(b) Miscellaneous Provisions/Dispute Resolution below). Such holdbacks, retainage, or liquidated damages do not impact the Actual Costs incurred by the Contractor.

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

7. **Pricing – Appendix 5.23 Price Proposal – Per Inmate per Month Calculator 12/02/2014 included as Attachment J in this contract**

The Contractor's three year price is inclusive of Comprehensive Health Services, Pharmacy, Off-Site Services, Regional Office, and Corporate Overhead and Profit (see Appendix 5.23 Price Proposal - Per Inmate per Month Calculator dated 12/02/2014 included in this contract as Attachment J) based on the contracted Per Inmate per Month (PIPM) charge multiplied by the average daily population (ADP) for a given month. Payment will be as follows:

Year 1 –Per Inmate per Month = $1,020.71
Year 2 –Per Inmate per Month = $1,039.59
Year 3 –Per Inmate per Month = $1,070.30

If the ADP drops below 1,300 for a particular month, the State and the Contractor will negotiate a unique PIPM rate.

8. **Payment Provisions:**

- **Comprehensive Health Services, Pharmaceuticals, Off Site Services, Regional Office, Corporate Overhead and Profit, and Catastrophic Loss Cases**

8.1 **"Base Compensation":** "Contractor payment for Comprehensive Health Care Services will be based on a capitated, pay-for-performance, risk-based model. Some payment provisions of the contract will be based on a fixed fee. Comprehensive Health Services and Pharmacy will be paid at the PIPM in Appendix 5.23 and included as Attachment J of this contract (subject to the terms below). Off Site Services, Regional Office and Corporate Overhead and Profit will be paid at flat rates based on Appendix 5.23 and included as Attachment J of this contract (subject to the terms below). Contractor's responsibility for the cost of provision of Catastrophic Loss cases, Pharmaceutical services, and Off-Site services will be subject to an annual limit as described further herein.

8.2 **Comprehensive Health Care Services** (exclusive of Catastrophic Loss cases, Pharmaceuticals, Off-Site, Regional Office Expenses, and Corporate Overhead and Profit): Contractor will receive a minimum payment based on the contracted Per Inmate per Month (PIPM) charge multiplied by the average daily population (ADP) for a given month. The Contractor will receive a guaranteed payment based on an ADP of 1,600 even if the ADP drops below 1,600 (Reference the rated capacity for the facilities). However, if the ADP drops below 1,300 for a particular month, the DOC and the Contractor will negotiate a unique PIPM rate.

8.3 **Catastrophic Loss:** The State will cover expenses for **Catastrophic Loss cases**, defined as when the off-site expenses for any particular individual exceed $85,000 per contract year. The Contractor shall be responsible for paying the initial $85,000 for catastrophic loss cases and should already be included in the total PIPM. The State shall be responsible for all off-site expenses for any particular individual which exceed $85,000 in any contract year. The threshold for Catastrophic Loss cases was derived from historical off-site financial data by the State.

8.4 **Pharmaceuticals:** Contractor has established a target PIPM for each contract year as set forth on Appendix 5.23 and included as Attachment J of this contract (the "Target Pharmacy PIPM"). The Contractor will receive a minimum payment based on the contracted Per Inmate per Month (PIPM) charge multiplied by the average daily population (ADP) for a given month. The Contractor will receive a guaranteed payment based on an ADP of 1,600 even if the ADP drops below 1,600 (Reference the rated capacity for the facilities). However, if the ADP drops below 1,300 for a particular month, the State and the Contractor will negotiate a unique PIPM rate.

8.5 **Off-Site Services**: Contractor has established an annual limit for each contract year as set forth on Appendix 5.23 and included as Attachment J of this contract (the "Annual Off-Site Limit").

8.6 **Cost Differentials.**

8.6.1 In the event that actual expenses for Pharmaceuticals or Off-Site Services exceed each year's Target Pharmacy PIPM and Annual Off-Site Limit, respectively, the Contractor agrees to accept financial responsibility for 3% of the amount in excess of the budgeted amounts; the State agrees that it shall be

responsible for amounts in excess of the 3% payment by the Contractor. It shall be understood with regard to the State's payment of amounts in excess of the Contractor's 3% that the Contractor must demonstrate through documentation that it used industry-standard best practices to control these costs. With regard to Pharmaceuticals, this documentation could include but is not limited to financial reports that all efforts have been undertaken to effectively manage and control costs within the budgeted PIPM aggregate limits and documented attempts to help the State to obtain 340b medication pricing for HIV and Hepatitis C medications for Vermont inmates who qualify for same. With regard to Off-Site Services, this documentation could include but is not limited to attempts to innovatively (including but not limited to using telemedicine and contracting with off-site providers for reduced rates using Medicaid, Medicare or other reduced-cost rates) managing the utilization of Off-Site services, including new programs, and processes or more effective planning of off-site care. Reports such as claims and other financial information shall be used to demonstrate the Contractor's efforts.

8.6.2 In the event that in any particular contract year, the Contractor's expenses for Pharmaceuticals is less than the aggregate Target Pharmacy PIPM payments (actual amount less than budgeted amount) the Contractor has agreed that the State shall apply the difference in the actual and budgeted amounts (Contractor Savings) to reduce expenses that may be in excess of their budgeted amounts (including but not limited to Off-Site Services). If the Contractor's aggregate expenses for Off-Site Services is less than the aggregate annual Off Site Limit (in either case, Contractor Savings), then the aggregate amount of any such Contractor Savings shall be applied to reduce the expenses counted of the other category. The Contractor agrees that the application of any such Savings shall occur prior to the State's financial responsibility for costs in excess of the Contractor's payment of 3% begins.

8.6.3 For purposes of example only, if the Annual Off-Site Limit is $1000 and during contract year 1 Off-Site expenses were $800 (for a Contractor Savings of $200), and Contractor's aggregate expenses for Pharmaceutical services was $2000 with aggregate Target Pharmacy PIPM payments being $1900, then the Contractor Savings from Off-Site would be applied to reduce the expenses counted for Pharmaceutical Services down to $1800, in which case because the counted Pharmaceutical services expenses was less than the aggregate Target Pharmacy PIPM payments, the State would have no responsibility for any excess expenses.

8.7 **Community Health Initiative**. In accordance with section 2.46.3 of this contract, the Contractor has agreed to cover expenses up to $250,000 per year for a new State community integration program pursuant to which community providers like federally qualified health clinics are utilized to provide certain health services to inmates. If costs exceed the set $250,000 annual cap, the Parties agree to amend this Contract to cover these additional costs (see also 6.f. Miscellaneous provisions, Community Partners Initiative below).

9. **Changes in Medicaid/Green Mountain Care (GMC) Policy**. Contractor's price proposal incorporated projected Medicaid program payment of certain inpatient expenses currently covered under the program. In the event of a change in federal and/or state policy and inmate participation in the Medicaid/GMC program is substantially altered, the Parties agree to negotiate in good faith a contract amendment responding to the changing fiscal environment in accordance with the provisions of the contract (see also 6.d. Miscellaneous Provisions, Changes in Green Mountain Care/Medicaid Policy below).

10. **Holdbacks**: Beginning February 1, 2016, a 5% holdback of the Contractor's total monthly invoice may be retained by the State in the event that the Contractor fails to provide the monthly, quarterly, and/or annual reports due for that month within timelines specified in Attachment A, Section 2.5 "Administrative Meetings, Reports, and Claims Processing." The State shall release the holdback for that month with the next payment scheduled to be

made to the Contractor, once the Contractor has fulfilled the reporting requirements specified herewith and in Attachment A, Section 2.5.

11. **Liquidated Damages.** Liquidated damages, which will not begin before February 1, 2016, are intended to represent estimated actual damages and are not intended as a penalty and Contractor shall pay them to the State without limiting the State' s right to terminate this agreement for default as provided elsewhere herein. If there is a determination of actual damage, the calculated amount may be deducted from the Contractor's total remittance for the month.

12. **Performance Incentives**

12.1 **NCCHC Accreditation**

Contractor is required to maintain NCCHC accreditation for every current and future facility in the State system. Beginning February 1, 2016 through the contract end date, if certification accreditation by the NCCHC is lost, a $500 holdback per day/per non-accredited facility may be assessed against the vendor until the non-accredited facility (ies) receives either a provisional accreditation or is fully accredited. If the NCCHC issues a provisional accreditation, the $500 per day/per facility will be waived up to one hundred and eighty (180) days. The beginning and ending dates of the holdback will be governed by any written communication from the NCCHC.

12.2 **Other Performance Incentives**. Beginning February 1, 2016, the Contractor will also receive a bonus PIPM capitated rate based on the Contractor's performance on a pre-established set of performance metrics, as determined by the State. Certain specified activities deemed essential by the DOC will also receive supplemental payments if completed within defined parameters.

12.3 **Calculating Performance-Linked Payments.** In order to encourage a high standard of performance, the State intends to provide supplemental payments to the Contractor beginning February 1, 2016, for timely provision of critical care components and submission of reports that accurately reflect the delivery of quality care in State facilities.

Throughout this section, refer to Appendix 5.22, "Summary of Performance-Linked Metrics, Holdbacks, Liquidated Damages, and Additional Incentive Payments" and Appendix 5.21 Excel document "Performance-Linked Payments (PLP) Calculator." The State has chosen a phased approach to incorporating PLPs into the contract. The DOC will identify, at its discretion, within 180 days of the start of the contract in the first year and within 30 days of the close of the previous year for all subsequent years the specific set of metrics to be used for PLPs in each year of the contract.

Performance-Linked Payments (PLP) are defined as: Payments to the Contractor based upon a fixed model of performance indicators, the Contractor's actual performance for a given reporting period, and a minimum score for achievement. The Contractor will have the opportunity to earn PLPs based on the proportion of the range that they have achieved for a specific metric. The percentage achieved will be calculated based on the percentage across all sites' aggregate score which must reach the minimum level, however, no individual site can fall 10 points below the minimum for any given metric for an incentive award in that category to achieve payment. These and other germane terms are described below:

- **Performance indicator** — A measure, usually displayed in numerator/denominator format, used to evaluate completion of a particular activity in which the Contractor is engaged. Performance indicators shall be determined by the State.
- **Numerator** — The number from the denominator that fulfills the numerator definition for the specific metric, as specified by the State.
- **Denominator** — The State has described how the denominator will be calculated for each metric.

- **Range** — The minimum score required to earn an incentive payment for a specific metric. In some cases, the range is based on data used for calculating NCQA-HEDIS measures. In other cases, the range may be based in part on NCCHC criteria or the State's policies and procedures. In yet other cases, a range has not been established
- **Percent Achievement** — The proportion of the range that the Contractor has achieved for the reporting period.

12.3.1 **Calculating Maximum PLP-PIPM Rates**

The Contractor shall receive 100% of the negotiated PIPM rates for Comprehensive Health Care Services, Pharmaceuticals, and Corporate Overhead and Profit. Starting February 1, 2016, the Contractor will have the opportunity to earn up to an additional $12,500 per month (roughly $7.81 PIPM) incentive payment based on the achievement of the performance indicators specified by the State and up to $7,500 per quarter for Quality Assurance Pay for Performance (P4P) /Additional Incentives (see Section 2.74.5).

For PLPs, performance minimums have been set for each year in a manner that encourages continuous improvement of care quality and systems of care; the State reserves the right to change the indicators at the end of each contract year. The State will inform the vendor of changes 90 days prior to their effective start date.*

- Year Two minimum score to achieve payment = 85%; any site achieving less than or equal to 75% in a category will result in no payment for that category.
- Year Three minimum score to achieve payment = 90%; any site achieving less than or equal to 80% in any category will result in no payment for that category.

Performance below the established minimum range for a particular measure will be addressed in the Contractor's monthly CQI reporting. Items with asterisk have a different range based on the metric involved see Appendix 5.22 in Attachment G.

12.3.2 **Example:** ***Calculating Total Remittance Based on PLPs, Holdbacks, Liquidated Damages, and Additional Incentives (P4P)***

The calculations in this section are for illustrative purposes only. Assume that these calculations are based on the month following the 3rd quarter of the contract term in which PLPs, P4Ps and holdbacks apply. **Assume** an ADP of 1,600.

- The State negotiated a PIPM rate of **$500.00** for Comprehensive Health Care Services. The Contractor would receive 100% ($500.00) of the negotiated PIPM rate multiplied by the ADP ($500.00 x 1,600 = $800,000).
- The State negotiated a PIPM rate of **$105.75** for Pharmaceuticals Only. Under this category, the Contractor would receive 100% ($105.75) of the negotiated PIPM multiplied by the ADP ($105.75 x 1,600 = $169,200).
- No liquidated damages were imposed.
- The State negotiated a flat rate of **$160,000** per month for Off-Site services.
- The State negotiated a flat rate of **$140,000** per month for Regional Office expenses.
- The State negotiated a PIPM of **$75.00** for Corporate Overhead and Profit. The Contractor would receive 100% ($75.00) of the negotiated PIPM rate multiplied by the ADP ($75.00 x 1,600 = $120,000).
- Based on the hypothetical results of the numerator/denominator calculations for metrics in Appendix 5.21, the Contractor earned $12,500 for PLPs for the month.
- Based on Quality Assurance Reporting, the Contractor earned 100% of the available P4P for the preceding quarter payable this month at **$7,500**.
- Add the results from above:
- 100% of PIPM rate for Comprehensive Health Care Services - $800,000

- 100% of PIPM rate for Pharmaceuticals - $169,200
- Liquidated Damages – $0
- Total Metric PLP (monthly) – $12,500
- Total Quality Assurance P4P (quarterly) - $7,500
- Monthly rate for Off-Site Services - $160,000
- Monthly rate for Regional Office - $140,000
- 100% of PIPM rate for Corporate Overhead & Profit - $120,000
- Timely submission of reporting – Holdbacks = $0

The total would be $1,409,200.00.

12.3.3 **Continuous Quality Improvement Program– Payment for Performance (P4P)**

The State is interested in providing an incentive for performance and achieving excellence through independent and interdependent activities. For this reason, we have developed a model that also focuses on each site. The model uses the 25 indicators of care quality and system function developed in collaboration with our independent auditor (see Appendix 5.16 of Attachment G).

Each indicator is valued at $37.50. Each site is eligible to achieve this reward independent of any other site. The site must achieve a minimum score of 85% to earn the full amount of the incentive. The audits occur on a quarterly basis. The first audit would not occur until after February 1, 2016. The total possible award based on 25 x $37.50 is $937.50 per site per quarter for a total of $7,500. The total award in one contract year would equal a maximum amount of $30,000. Similar to the PLP aggregate, the individual site level P4P will have a graduated level of expectations of performance minimums to achieve the reward. Because these are not aggregated across the system, only the minimums need to be met:

- Year Two – minimum score to achieve payment = 85%
- Year Three – minimum score to achieve payment = 90%

12.4 **Innovative Reform Initiatives**

At such time as the State and the Contractor agree to implement one or more Innovative Reform Initiatives not currently budgeted, payment provisions for the initiative(s) will be negotiated and added to this agreement.

13. Miscellaneous Provisions.

a) Change in Scope of Services. The parties agree that should there be any change in or modification of inmate distribution, standards of care, including but not limited to a change in any material respect to any treatment protocol or modality or if any new medication or therapy is introduced to treat any illness, disease or condition, scope of services, Green Mountain Care laws, regulations or policy or the number of facilities that results in material costs or savings to the Contractor, the costs or savings related to such changes or modifications are not covered in this Agreement, and shall be negotiated in good faith between the parties. Any such adjustments shall be fully documented and attached to the Agreement in the form of amendments. If the parties are unable to agree upon an appropriate compensation adjustment resulting from a change in scope of services, the parties shall resolve such dispute in accordance with the dispute resolution provisions specified in Section b below.

b) Dispute Resolution. For any and all claims, controversies or disputes (collectively "dispute") arising under this Agreement or the breach thereof, the parties shall work together in good faith to resolve the dispute. In the event the parties cannot resolve their dispute, either party shall have the right to request mediation ("Mediation Request") by a neutral and/or disinterested third-party (the "Mediator") who shall, at a minimum, be an attorney licensed to practice law in the State of Vermont. The parties agree to share equally the cost of the mediation. After the request by a party is made for mediation, no party may initiate litigation until such time as the dispute

is deemed "irreconcilable" as described below. In the event the parties must mediate any aspect of this contract, they will agree to terms and conditions of such mediation at the appropriate time and in consultation with the mediator.

Within 15 working days of the receipt of any Mediation Request, the parties shall agree upon a Mediator. Upon reaching an agreement upon a Mediator, the parties shall then participate in and complete mediation before the Mediator within 90 days thereafter. If the parties (1) are unable to agree upon a Mediator within this designated timeframe, (2) do not complete mediation within the designated timeframe, or (3) are unable to reach a mutual resolution of the dispute during the course of mediation, then the dispute shall be deemed as "irreconcilable" at that time and legal remedies may be pursued.

c) Reconciliation of Costs.

The parties shall perform reconciliations of the Actual Costs incurred versus the Budgeted Costs quarterly during the term of the Agreement (collectively the "Quarterly Reconciliations"). Such Quarterly Reconciliations will be provided to the State within thirty (30) days after the end of each quarter. Contractor's documentation will be submitted in a format that provides both a cumulative contract year-to-date report and a quarterly report.

In addition to the Quarterly Reconciliations, the Contractor will provide a final reconciliation (the "Final Reconciliation") of the Actual Costs versus Budgeted Costs within 150 days after the end of each annual contract year. The parties recognize that Contractor will make every reasonable effort to control the timeliness of the submission of claims from third party providers, but there may be instances in which claims are received by Contractor after the 150th day of the final reconciliation period. In such instances, notwithstanding anything in this paragraph to the contrary, State agrees that it will pay such claims to the extent the State is responsible under the provisions of this Attachment B.

d) Annual Limits.

Contractor's responsibility for the cost of provision of Catastrophic Loss cases, Pharmaceutical services, and Off-Site services will be subject to an annual limit as described further herein.

The State will cover expenses for Catastrophic Loss cases, defined as when the expenses for any particular individual exceed $85,000 for Off-Site expenditures per contract year. The Contractor shall be responsible for paying the initial $85,000 for catastrophic loss cases and should already be included in the total PIPM. The State shall be responsible for all expenses for any particular individual which exceed $85,000 in Off-Site expenditures in any contract year.

14. Modifications. The parties agree that the nature of the services to be provided by the Contractor may warrant adjustments or modifications to the scope of services to be provided by the Contractor over the term of the contract, and that in the event such adjustments have a material effect on the cost of services, the parties will negotiate such adjustments in good faith. Any such adjustments shall be fully documented and attached to the contract in the form of amendments. Such changes will not require revision of the entire contract.

The changes that do not have a material effect on the maximum of the contract will be agreed to in writing and signed by the State HSD or designee and the Centurion Regional Manager or designee. The change orders will be considered part of the contract and binding on both parties.

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.

15. Contractor shall submit all invoices to:

AHS/Dept. of Corrections
Health Services Director
103 South Main Street
Waterbury, VT 05671-1001

ATTACHMENT C
STANDARD STATE 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 this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient 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.

   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 coverages are 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 coverages 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 contract, 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 ***$3,000,000.00*** per occurrence, and ***$5,000,000.00*** 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, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

   For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years

thereafter or for any period required by law 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.

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, as amended, 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.

    d. 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 this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. **No Gifts or Gratuities**: Party shall not give title or possession of anything 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.

    Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

ATTACHMENT D

MODIFICATION OF CUSTOMARY PROVISIONS OF ATTACHMENT C OR ATTACHMENT F

1. The insurance sections contained in Attachment C, Section 7 are hereby modified as follows:

A. By dclcting that portion of Section 7 titled **Insurance** which states:

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

And replacing it with:

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

B. By deleting that portion of Section 7 titled **Insurance** which states:
The policy shall be 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 Operation Aggregate
$ 50,000 Fire/Legal/Liability

And replacing it with:

The policy shall be on a claims made basis and limits shall not be less than:

$2,000,000 per Occurrence
$6,000,000 General Aggregate

C. By deleting that portion of Section 7 titled **Insurance** which states:

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

And replacing it with:

Professional Liability:
Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain claims made professional liability insurance for any and all services performed under this Agreement, with minimum coverage of $2,000,000 per occurrence, and $6,000,000 annual aggregate.

Reasons for Modifications:

The insurance sections contained in Attachment C, Section 7 have been modified to allow a different level of liability insurance because of the amount of excess coverage that applies and to change from occurrence coverage to claims made coverage allowing for a claims made basis.

Requirements of other Sections in Attachment C are hereby modified to include:

Modifying Section 6 titled, **Independence, Liability** as follows:

1. By deleting that portion of Section 6 titled **Independence, Liability** which states:

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.

And replacing it with:

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 or subcontractor)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.

2. By deleting that portion of Section 6 titled Independence, Liability which states:

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.

And replacing it with:

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 or of any agent or subcontractor of the Party.

Reason for this change is: "to indemnify the State for all claims arising out of the performance of this contract by any subsequent or other subcontractors."

3. By adding as additional paragraphs to Section 6 titled, **Independence, Liability** the following;

"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. "

Reason for this change is: "to add Contractor's responsibilities as to tendering of claims and cooperation with State and to add State's right to monitor claims."

1. By deleting that portion of Section 15 titled, **Sub-Agreements** which states:

"Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above."

And replacing it with

"Party also agrees to include in all subcontracts or subgrant agreements the requirements that the subcontractor match Centurion's obligations to the State under this Contract relating to insurance and additional insured requirements from Attachment C, Section 7, indemnification obligations from Attachment C, Section 6, and tax certification from Attachment C, Section 13".

Reason for this change is: To require all subcontractors to procure and maintain the same insurance coverages and amounts of coverages.

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

By adding to Paragraph 10, titled *Intellectual Property/Work Product Ownership*, the following:

"Except for proprietary or commercial software not purchased by the State or developed for the State" to the beginning of the first paragraph.

3. **Reasons for Modifications:**

Reason for this change is: "Proprietary software not developed for the State or purchased by the State remains the Contractor's property."

Approval:

Assistant Attorney General: _____

Date: 12/17/14

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

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 of Corrections (covered entity") and Centurion of Vermont, LLC ("business associate") as of February 1, 2015 ("effective date"). This agreement supplements and is made a part of the contract/grant to which it is attached.

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"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. **Definitions**. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

"Agent" means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

"Breach" means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

"Business Associate shall have the meaning given in 45 CFR § 160.103.

"Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"Protected Health Information" or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

"Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

"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.

"Subcontractor" means a person or organization to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. **Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. 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.

3.2 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 and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. 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 Business Associate obtains reasonable written assurances via a written agreement 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 the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. Safeguards. Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. Mitigation and Corrective Action. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content, and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. **Agreements with Subcontractors**. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. **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. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. **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. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. **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. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. **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, 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.

14. Termination.

14.1 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 18.7.

14.2 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 the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant 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 the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant 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.

15.2 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. This shall also apply to all Agents and Subcontractors of Business Associate.

16. Penalties and 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 training regarding the use, confidentiality, and security of PHI.

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

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to 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.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement 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 agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

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

18. Miscellaneous.

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

18.2 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.

18.3 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.

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

18.5 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.

18.6 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 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.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8 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 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

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 United Way/Vermont 211. 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 Department 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 Department 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.

   Federal Medicaid System Security Requirements Compliance: All Contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP* (Automated Data Processing) *System Security Requirements and Review Process*.

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 Protection Registry. (See 33 V.S.A. §4919(a) (3) & 33 V.S.A. §6911(c) (3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first 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 grant - 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 first 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, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement 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. Nothing herein shall entitle the State to pre-existing Contractor's materials.

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. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

    1. Contractor's provision of certified computing equipment, peripherals, and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
    2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

    The State will not supply e-mail accounts to the Contractor.

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.

The Contractor will also not refuse, withhold from, or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation, or gender identity under Title 9 V.S.A. Chapter 139.

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.

    Attachment F - Revised AHS 12/10/10