

<b>AWARD/CONTRACT</b>		1. Reserved for later use		Page of Pages				
				1	81			
2. Contract Number DCFL-2006-D-6001		3. Effective Date See block 20c		4. Requisition/Purchase Request/Project No.				
5. Issued By: <del>Office of Contracting and Procurement</del> Group vii 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, D.C. 20001		Code 07SRC		6. Administered by (If other than line 5) <del>Department of Corrections</del> 1923 Vermont Avenue, N.W. Washington, DC 20001				
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) Unity Heath Care, Inc. 3020 14 <sup>th</sup> Street, NW Washington, DC 20009 Attn: Vincent A. Keane Phone: (202) 518-6409		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other		9. Discount for prompt payment				
		10. Submit invoices to the Address shown in Section G.2 (2 copies unless otherwise specified)						
		11. Ship to/Mark For N/A		Code		12. Payment will be made by Office of the Controller 300 Indiana Avenue, NW, Room 4106 Washington, DC 20001		
13. Remit Address:		Duns No. 18-714-4019      TIN		14. Accounting and Appropriation Data ENCUMBRANCE CODE:				
15A. Item		15B. Supplies/Services		15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount	
0001		Transition Cost		Fixed Price			\$1,500,000.00	
0002		Comprehensive Health Care Services		12	Month	\$2,166,666.66	\$26,000,000.00	
0003		Comprehensive Health Care Services		12	Month	\$2,333,333.33	\$28,000,000.00	
0004		Comprehensive Health Care Services		12	Month	\$2,403,333.33	\$28,840,000.00	
Total Amount of Contract						\$84,340,000.00		
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Contracting Officer will complete Item 17 or 18 as applicable								
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return (2) copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, as amended, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. Name and Title of Signer (Type or print) Vincent A. Keane, Chief Executive Officer				20A. Name of Contracting Officer John Soderberg				
19B. <i>Vincent A. Keane</i> (Signature of person authorized to sign)		19C. Date Signed 7/10/06		20B. District of Columbia <i>John Soderberg</i> (Signature of Contracting Officer)		20C. Date Signed 7/19/06		

**SECTION B – SUPPLIES OR SERVICE AND PRICE**

**B.1 SUMMARY OF SUPPLIES OR SERVICE**

The District of Columbia Office of Contracting and Procurement on behalf of the Department of Corrections (the District) seeks an experienced Contractor to provide Comprehensive Health Care Services at the District's Central Detention Facility (CDF), the Correctional Treatment Facility (CTF) and Community Correctional Centers (Halfway Houses).

**B.2 PRICE SCHEDULE – FIRM FIXED PRICE**

**B.2.1 BASE PERIOD** (Date of award through September 30, 2006 for transition period, October 1, 2006 through September 30, 2009 for operational period)

CLIN	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL ANNUAL PRICE
0001	Provide Comprehensive Health Care Services for the Department of Corrections Inmates population in accordance with Section C.3 (Base Year)				
0001AA	Transition Cost in accordance with Section C.3.32			FIXED PRICE	\$1,500,000.00
0001AB	Provide Comprehensive Health Care Services for the Department of Corrections Inmates population in accordance with Section C.3 (Base Period Year 1)	\$2,166,666.00	Month	12	\$26,000,000.00
0001AC	Provide Comprehensive Health Care Services for the Department of Corrections Inmates population in accordance with Section C.3 (Base Period – Year 2)	\$2,333,333.33	Month	12	\$28,000,000.00
0001AD	Provide Comprehensive Health Care Services for the Department of Corrections Inmates population in accordance with Section C.3 (Base Period – Year 3)	\$2,403,333.33	Month	12	\$28,840,000.00
<b>Total for Base Period</b>					<b>\$84,340,000.00</b>

**B.2.2 OPTION YEAR ONE**

CLIN	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL ANNUAL PRICE
1001AA	Provide Comprehensive Health Care Services for the Department of Corrections Inmates population in accordance with Section C.3 (Option Year 1)	\$ 2,475,433.33	Month	12	\$ 29,705,200.00
<b>Total for Option Year One</b>					<b>\$ 29,705,200.00</b>

**B.2.3 OPTION YEAR TWO**

CLIN	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL ANNUAL PRICE
2001AA	Provide Comprehensive Health Care Services for the Department of Corrections Inmates population in accordance with Section C.3 (Option Year 2)	\$2,549,696.33	Month	12	\$30,596,356.00
<b>Total for Option Year Two</b>					<b>\$30,596,356.00</b>

**SECTION C – DESCRIPTIONS/SPECIFICATIONS**

**C.1 SCOPE**

The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Corrections (the District), requires an experienced Contractor to provide Comprehensive Health Care Services for persons in the custody of the District and housed at the Central Detention Facility (CDF), the Correctional Treatment Facility (CTF) and Community Correctional Centers (Halfway Houses).

The primary purpose of the contract is to provide health care services which will include, but are not limited to: intake medical evaluation and screening, primary care, specialty care, diagnostic testing, surgical services, emergency and urgent care, inpatient care, rehabilitation/step down, dialysis, dental services, mental health services, substance abuse services and hospice.

Correctional health care provided shall be based on the five elements of the Public Health Care Model:

1. Early detection and assessment
2. Prompt and effective treatment at a community standard of care
3. Prevention measures
4. Comprehensive health education
5. Discharge Planning to encourage, continuity of care in the community upon release

**C.1.1 APPLICABLE DOCUMENTS**

The Contractor shall provide Comprehensive Health Care Services in accordance with the applicable documents listed below:

Item No.	Document Type	Title	Date
1	Industry Standards	American Correctional Association (ACA) – Standards for Health Services <a href="http://www.aca.org/standards/healthcare/Standards.asp">http://www.aca.org/standards/healthcare/Standards.asp</a>	4 <sup>th</sup> Edition
2	Industry Standards	National Commission on Correctional Health Care (NCCHC) Standards for Health Services In Jails <a href="http://www.ncchc.org/">http://www.ncchc.org/</a>	2003
3	Industry Standards	National Academy of Sciences – Food and Nutrition Board Dietary Reference Intakes-Applications in Dietary Planning <a href="http://www.nap.edu/books/0309085373/html/">http://www.nap.edu/books/0309085373/html/</a>	2002
4	District Licensing and Registration	Department of Health Licensing Administration - <a href="http://doh.dc.gov/doh/cwp/view,a.1371,q.600673,dohNav_GID,1879,dohNav,34440 34445 .asp">http://doh.dc.gov/doh/cwp/view,a.1371,q.600673,dohNav_GID,1879,dohNav,34440 34445 .asp</a>	2005
5	DOC Program Statement	Medical Management, 6000.1B	3/9/04
6	DOC Program Statement	Key Control, 5320.1A	5/8/00

Item No.	Document Type	Title	Date
7	DOC Program Statement	Tool Control, 5022.1B	6/16/00
<del>8</del>	<del>DOC Program Statement</del>	<del>Suicide Prevention, 6080.2B</del>	<del>9/15/03</del>
9	DOC Program Statement	Psychiatric Evaluation, 6014.6A	8/25/87
10	DOC Program Statement	Drug/Alcohol Testing (MEDAT) Mandatory Employee, 6050.4A	2/1/00
11	DOC Program Statement	Record Retention, 2000.2	4/6/01
12	DOC Program Statement	Health Information Privacy, HIPAA, 1300.3	12/15/03
13	DOC Program Statement	Technical Reference Manual (Health Privacy Information Operations), 1300.3	12/15/03
14	DOC Program Statement	"ADA: Communications for Deaf & Hearing Impaired," 3800.3	9/30/03
15	DOC Program Statement	Environmental Safety and Sanitation, 2920.4	4/12/02
16	DOC Program Statement	Accountability for Inmates, 5010.2B	7/1/04
17	DOC Program Statement	Contraband Control, 5010.3B	10/31/03
18	DOC Policy	Information Security, 2420.2	12/15/03

**C.1.2 DEFINITIONS/ACRONYMS**

- C.1.2.1 "ACA" shall mean the American Correctional Association.
- C.1.2.2 "AMA" shall mean the American Medical Association.
- C.1.2.3 "Business Day" shall mean any day on which offices of the government of the District of Columbia are open for business.
- C.1.2.4 "CCA" shall mean the Corrections Corporation of America.
- C.1.2.5 "CDF" shall mean the Central Detention Facility.
- C.1.2.6 "Comprehensive Health Care Services" shall refer to medically necessary health services required by Inmates delivered both inside and outside CDF, CTF and CCCs including primary and specialty physician and other health professional services, hospital services (inpatient and outpatient), nursing or other step-down care, hospice, pharmaceutical dispensing, laboratory and diagnostics, and other ancillary services.
- C.1.2.7 "CTF" shall mean the Correctional Treatment Facility.
- C.1.2.8 "DOC" shall mean the District of Columbia Department of Corrections.
- C.1.2.9 "FTE" shall mean Full Time Equivalent personnel, stated in terms of individuals working a regularly scheduled 40-hour week, or 2,080 hours worked per annum.
- C.1.2.10 "JCAHO" shall mean the Joint Commission on Accreditation of Healthcare Organizations.
- C.1.2.11 "NCCHC" shall mean the National Commission on Correctional Health Care.
- C.1.2.12 "PPD" shall mean the Purified Protein Derivative/Mantoux skin test used to screen for tuberculosis.

**C.1.2.13** "R&D" shall mean the Receiving and Discharge area or the Receiving and Discharge process for the Central Detention Facility.

**C.1.2.14** "Sick Call" shall mean non-emergency care rendered to Inmates.

**C.2 BACKGROUND**

The District of Columbia Department of Corrections (DOC) is responsible for managing the detention of pre-sentenced and sentenced male, female, and juvenile offenders in the District of Columbia. This population shall hereafter be referred to as "Inmates." The DOC manages two facilities, the Central Detention Facility (CDF) and the Correctional Treatment Facility (CTF), to house this population, in addition to contracting for community correctional center beds and a secure ward at the Greater Southeast Community Hospital (GSCH Locked Ward). The official capacities of the CDF and CTF are currently 2,498 and 1,206 respectively. The Inmate population at the CDF and the CTF is highly transient and exhibits a wide array of serious health problems, including tuberculosis, HIV/AIDS, sexually transmitted disease, and mental illness.

The Correctional Treatment Facility is currently operated by Correctional Corporation of America on behalf of the Department of Corrections.

A summary of the services currently offered by the incumbent are shown below.

Facility/Address	Service Summary Description	Population
Central Detention Facility (DC Jail) 1901 D Street, S.E. Washington, DC 20003  Correctional Treatment Facility 1901 E Street, S.E. Washington, D.C. 20003	<ul style="list-style-type: none"> <li>▪ On-site Comprehensive Medical and Mental Health Services</li> </ul>	All populations assigned to the CDF and CTF. The average population for period January 2005 – December 2005 was 3,499.
Pre-Release Community Correctional Centers (Contract Beds) See C.3.16.1	<ul style="list-style-type: none"> <li>▪ Provision of Nurse Practitioner to provide evaluation and coordination for Medical and Mental Health Services.</li> <li>▪ Management of the medication continuum</li> <li>▪ Provision of pharmaceuticals</li> </ul>	Contracted facilities only. 126 beds
Greater Southeast Community Hospital (GSCH) Locked Ward 1310 Southern Avenue S.E. Washington, DC 20032	<ul style="list-style-type: none"> <li>▪ Utilization Review and oversight of all GSCH admissions to the Locked Ward (Excludes in-patient costs) and all other medical outposts.</li> </ul>	Inpatient populations of GSCH Locked Ward, who are referred by: <ul style="list-style-type: none"> <li>▪ Central Detention Facility</li> <li>▪ Correctional Treatment Facility</li> <li>▪ Court ordered assignment</li> </ul>

### **C.3 REQUIREMENTS**

- a) The Contractor shall provide Comprehensive Health Care Services in accordance with legal requirements imposed by Federal and District of Columbia laws, District Licensing or Professional Boards, Court Orders, and DOC Administrative Directives/Policy Statements, including compliance with aspects of the Health Insurance Portability and Accountability Act of 1996.
- b) The Contractor's duties and obligations regarding the provision of Comprehensive Health Care Services hereunder shall be subject to Contractor's ability to perform such duties and obligations at the CTF and CDF. To the extent that the Contractor is prevented from performing its duties and obligations under this contract because it does not have necessary, timely access to Inmates, whether because of security reasons or the District's failure to provide appropriate facilities and/or equipment, the Contractor shall be relieved from any associated duties and obligations provided for hereunder.
- c) The Contractor shall begin transition activities no later than ten (10) days after contract award. The Contractor shall submit to the COTR a transition plan, including milestones, in accordance with section C.3.32, within sixty (60) days of contract award. During the transition period, the Contractor shall become familiar with all aspects of the medical units and services provided in the CDF, CTF, and Community Correctional Centers (Halfway Houses). The Contractor shall provide an Operations Manual that includes procedures, protocols, and methodologies for treatment; description of treatment programs; performance measures and reporting; final staffing plan, including job descriptions; training plan; and quality management program to the COTR for approval within thirty (30) days of contract award.
- d) The Contractor shall provide the Comprehensive Health Care Services described herein.

#### **C.3.1 CONTRACTOR EXPERIENCE AND ACCREDITATION**

**C.3.1.1** The Contractor shall provide a Principal Leadership staff, all of whom have had significant experience in administering or providing Comprehensive Health Care Services for correctional and/or community health care programs. Principal Leadership staff shall include the Medical Director, Mental Health Director, Health Care Administrator and Director of Nursing.

**C.3.1.2** The Contractor shall provide Comprehensive Health Care Services in accordance with the standards of the American Medical Association (AMA), applicable American Correctional Association (ACA) Health Care Standards, the Health Resources and Services Administration (HRSA) of the United States Department of Health and Human Services (DHHS), and other relevant standards defined in the policy and procedures of DOC.

**C.3.1.3** The Contractor shall cooperate with the District to maintain ACA health care accreditation at CTF. Contractor shall cooperate with the District to

obtain health care accreditation by the American Correctional Association (ACA) for the CDF during the term of the contract. The Contractor shall be subject to the provisions of the Defaults clause in the Standard Contract Provisions (Attachment J.2) for failure to maintain ACA health care accreditation. The Contractor shall cooperate with the District to maintain NCCHC health care accreditation at CDF and CTF.

- C.3.1.4** The Contractor must be a Federally Qualified Health Center (FQHC) and submit proof that the CDF and the CTF have been listed on Exhibit B of Contractor's federal grant and therefore that they are eligible sites for Federal Tort Claims Act coverage. The Contractor shall submit a copy of FQHC with CDF and CTF listed in Exhibit B to the COTR within 30 days of contract award.
- C.3.1.5** The Contractor shall be a District based community health care provider with demonstrated experience caring for low income, uninsured, and underinsured patients. The Contractor shall operate community-based health centers that are geographically, culturally, and linguistically accessible to all major ethnic groups and high-risk populations across the District.
- C.3.1.6** The Contractor shall have the capacity to provide Comprehensive Health Care Services, as outlined in this Scope of Work, to District Inmates either directly or through medical sub-contractors. If some Comprehensive Health Care Services are provided through sub-contract, the Contractor must be capable of developing and managing a provider network and processing claims.

### **C.3.2 INTAKE HEALTH SERVICES**

The Contractor shall conduct a health assessment and provide intake health services for all incoming Inmates at CDF. The intake services shall be performed by licensed health care personnel within 24 hours of notification of arrival at the CDF, unless otherwise medically necessary.

#### **C.3.2.1 ASSESSMENT**

- C.3.2.1.1** The Contractor shall conduct a health assessment of all Inmates arriving at CDF in accordance with the ACA and National Commission on Correctional Health Care (NCCHC) standards and the following program statements: Medical Management, 6000.1B, Key Control 5320.1A and Tool Control, 5022.1B.
- C.3.2.1.2** The Contractor shall conduct an abridged health assessment for all Inmates transferring between facilities within 24 hours of notice of arrival to include but not be limited to, medical record review, medication evaluation and necessary intervention. The Contractor shall document the abridged health assessment in the medical record.

### **C.3.2.2 HEALTH CARE INTAKE**

The Contractor shall provide or arrange for the provision of the following health care intake services except as may otherwise be set forth below:

- 
- C.3.2.2.1** Review of demographic information, triage data and noting of any psychiatric and/or medical alerts.
  - C.3.2.2.2** Complete set of vital signs, including measured weight.
  - C.3.2.2.3** A finger sticks blood sugar for all known diabetics and peak expiratory flow rate for all known patients with a history of asthma or emphysema.
  - C.3.2.2.4** A medical history, health assessment including oral examination, review of systems and substance abuse history performed by a licensed physician, licensed and certified physician assistant, licensed nurse practitioner or registered nurse.
  - C.3.2.2.5** A complete gynecological exam for female Inmates within 14 days of intake, including a Papanicolaou smear, for Inmates who evidence specific problems, or a history suggestive of a need, unless refused.
  - C.3.2.2.6** Urine pregnancy test for all female Inmates.
  - C.3.2.2.7** A syphilis serology for all Inmates. Any Inmates reentering the facility from the community shall have these tests regardless of the date of last such exam. Additional laboratory tests shall be performed as directed by the examining physician.
  - C.3.2.2.8** Urine based testing of gonorrhea and Chlamydia on all intakes.
  - C.3.2.2.9** HIV counseling and testing will be provided by the District. The Contractor cooperates with the District to ensure that all Inmates receive such testing.
  - C.3.2.2.10** The Mantoux TB skin test shall be applied unless the Inmate has received a TB skin test at a DOC facility within six months prior to the current intake or has history of a positive skin test in the past.
  - C.3.2.2.11** A posterior-anterior chest x-ray using teleradiology to screen for all males, and females after evidence of a negative pregnancy test. All x-ray shall be performed in accordance with the Centers for Disease Control (CDC) Guidelines for Control and Management for TB in Correctional Facilities.
  - C.3.2.2.12** Medical personnel review of chest x-ray within 24 hours, laboratory and tuberculosis skin test results within 72 hours of intake. Medical personnel shall review laboratory results

within 72 hours of receipt. Appropriate referrals for follow-up or further evaluation if required shall be made within 24 hours of the review.

**C.3.2.2.13** Urgent care, as assessed, provided immediately with a ~~referral to the physician, physician assistant or nurse practitioner~~ for follow-up as medically indicated.

**C.3.2.2.14** First dose medications shall be administered as prescribed by the examining health care provider before leaving the medical unit.

**C.3.2.2.15** Other tests and examinations as required and/or medically indicated.

**C.3.2.2.16** Perform medical clearances screening for all intakes for consideration of placement in off unit or in unit work detail squads.

**C.3.2.2.17** Provide information describing the process and procedure for accessing internal and external health care.

### **C.3.2.3 MENTAL HEALTH INTAKE**

**C.3.2.3.1** The Contractor shall conduct an initial mental health screening for all intakes regardless of their projected length of incarceration. The initial screening shall include, but shall not be limited to, the following factors:

**C.3.2.3.1.1** Past or current mental health treatment.

**C.3.2.3.1.2** Major problems other than legal situation.

**C.3.2.3.1.3** Prior suicide attempts.

**C.3.2.3.1.4** Suicide by a family member or close associate.

**C.3.2.3.1.5** A position of prominence in the community.

**C.3.2.3.1.6** An absence of a support network.

**C.3.2.3.1.7** First incarceration.

**C.3.2.3.1.8** A recent major loss.

**C.3.2.3.1.9** A current suicidal ideation.

**C.3.2.3.1.10** Court ordered forensic evaluation.

**C.3.2.3.1.11** Return from John Howard Pavilion or other inpatient psychiatric facility.

**C.3.2.3.1.12** History of violent behavior.

**C.3.2.3.1.13** History of drug or alcohol use.

C.3.2.3.1.14 Intellectual functioning.

C.3.2.3.1.15 History of victimization.

C.3.2.3.2 The Contractor shall conduct a comprehensive mental health evaluation for Inmates who present with one or more of the items identified in the initial screening in the event that Contractor, in its professional medical judgment, determines that such screening is medically necessary. The comprehensive mental health evaluation shall include additional questioning and testing in order to determine a diagnosis and appropriate treatment.

### C.3.3 DAILY TRIAGING OF COMPLAINTS

The Contractor shall collect and triage all health complaints from Inmates daily. All triage activities shall be under the direction of a registered nurse. The Contractor shall see all non-lock-down Inmates requesting assessment within one Business Day of the receipt of request. The Contractor shall conduct daily triage in the Lock Down Units 7 days a week. The Contractor shall collect requests in accordance with ACA and NCCHC standards and DOC procedures.

### C.3.4 SICK CALL SERVICES

C.3.4.1 The Contractor shall provide sick call services for Inmates requesting routine or non-emergency medical care within one Business Day. The Contractor shall see all Inmates in lock-down requesting a Sick Call within 24 hours of the request. Sick call services shall be provided Monday through Friday (excluding holidays) by a registered nurse for all housing units except those considered "Lock-Down Units". The Contractor shall provide sick call services for "Lock-Down Units" seven (7) days per week, including District holidays.

C.3.4.2 The Contractor shall provide a nurse to initially evaluate presenting Inmates in accordance with the Contractor's sick call protocols and shall either treat the Inmate or make a referral to the physician. The Contractor shall include its sick call protocols in its Operations Manual.

### C.3.5 PRIMARY, ACUTE, AND CHRONIC CARE SERVICES

C.3.5.1 The Contractor shall provide Inmates, with chronic illnesses, continuous and appropriate health care services to prevent or reduce complications of chronic illnesses and promote health maintenance. Primary, acute, and chronic care services shall be provided by a physician or physician assistant or nurse practitioner (under the direction of a physician). The Contractor shall refer any Inmates with evidence of a chronic illness in to a Primary Care Health Service.

C.3.5.2 The Contractor shall provide chronic care clinics and sick call services concurrently. Chronic Care services shall be provided Monday through

Friday (excluding holidays) for all housing units including "Lock-Down Units."

- C.3.5.3** The Contractor shall develop a treatment plan for all Inmates diagnosed with a chronic condition. Upon notice of discharge to the Contractor, ~~this treatment plan shall be incorporated into a discharge plan and transferred to a Contractor community health center or affiliated community health center upon Inmate's release into the community for follow-up and continuity of care.~~

### **C.3.6 SPECIALTY SERVICES**

- C.3.6.1** The Contractor shall provide the management and referral of medically necessary specialty services (i.e., specialty consultations/clinics, and all diagnostic services and procedures). The Contractor shall conduct "Specialty Services" either on-site, off-site, or via telemedicine equipment as indicated. "Specialty Services" shall be defined as those services provided for patients with needs beyond routine care, which are provided by a licensed practitioner with specialized knowledge and experience. These Specialty Services involve evaluation and treatment. Among the Specialty Services that shall be provided under this contract are: Cardiology, Ophthalmology, Dermatology, Gynecology, Orthopedics, Neurology, Podiatry, and Infectious Disease.
- C.3.6.2** The Contractor shall provide or arrange for the provision of Specialty Services for Inmates referred by the examining practitioner at its own cost.
- C.3.6.3** The Contractor shall use its reasonable efforts to provide such Specialty Services within thirty (30) days of the referral by the examining practitioner. The thirty day threshold shall not relieve the Contractor of responsibility to appropriately manage and refer Inmates presenting with acute or urgent conditions, in accordance with clinical indications and accepted medical practices.
- C.3.6.4** The Contractor shall not be responsible for the cost of any Specialty Services provided to any Federal Inmates who are housed at CDF or CTF or the CCC's through an arrangement with the Federal Bureau of Prisons or the U.S. Marshall Service. DOC will identify all such Inmates that qualify for federal billing and inform the Contractor of the same.
- C.3.6.5** Except as otherwise provided in Section C.3.9 of this Contract, the District will bear the full cost of transporting any Inmates to an off-site location for specialty services.

### **C.3.7 HOSPITAL SERVICES**

- C.3.7.1** The Contractor shall provide a referral to subcontract hospital (s) for Inmates who require care exceeding the resources available at the CTF or CDF. The Contractor shall make timely referrals based upon the

severity of the problem. The Contractor shall ensure that a physician prior to transfer of an Inmate approves all referrals.

**C.3.7.2** The Contractor shall provide inpatient and outpatient hospital services via subcontract, preferably at a hospital with a dedicated secure unit (~~Locked Ward~~). ~~The subcontract hospital (s) shall be licensed and fully~~ accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and in compliance with applicable District and Federal laws and regulations.

**C.3.7.3** The Contractor shall be responsible for all hospital costs including hospital outpatient and inpatient negotiated costs per stay and ambulatory care costs.

**C.3.7.4** The Contractor shall hire a licensed Practitioner with experience in the correctional and/or community setting as the primary on-site liaison and coordinator of care between the internal and external care providers at the hospital. In the event that the Practitioner is unable to practice on-site at a subcontracted hospital, the Contractor shall make arrangements for a member of the subcontracted hospital's staff to serve as the primary liaison and coordinator of care between the subcontracted hospital and the District.

**C.3.7.5** The Contractor shall enter a progress note in the Inmate's medical record within 12 hours of any off-site service except during weekends and holidays. In instances where the Contractor is unable to obtain the report or discharge summary within the required 12 hours, the Contractor shall notify the DOC Medical Director who will assist with obtaining said report or summary. The Contractor shall obtain a report or discharge summary for patients returning from an off-site facility, which at a minimum contains:

- (a) Reason for the consultation (Subjective)
- (b) Appropriate exam/lab findings (Objective)
- (c) Diagnosis (Assessment)
- (d) Evaluation (Plan)
- (e) Follow-up requirements or appointment if necessary

**C.3.7.6** Except as otherwise provided in Section C.3.9 of this Contract, the District will bear the full cost of transporting any Inmates to an off-site location for hospital services.

**C.3.7.7** The Contractor shall not be responsible for the cost of any hospital services provided to any Federal Inmates who are housed at CDF or CTF or the CCCs, notwithstanding anything contained herein to the contrary. DOC will identify all such Inmates that qualify for federal billing and inform the Contractor of the same.

### **C.3.8 UTILIZATION MANAGEMENT**

**C.3.8.1** The Contractor shall review the health care status of Inmates referred off-site for in-patient and out-patient care to ensure that number of such

referrals and the duration of care is medically appropriate. The Contractor shall station a licensed Practitioner on-site at the subcontracted hospital (s) to oversee, direct, manage, track, and document inpatient/outpatient activity within the community-oriented health care network. The Contractor shall submit a monthly report to the ~~COTR on off-site care that details the number of referrals, date of care,~~ duration of care, appropriateness of care, payment rates and diagnostic category of care.

**C.3.8.2** The Contractor shall perform monthly and quarterly quality performance and improvement reviews/audits utilizing the Performance Metrics and Measurement Tools developed by DOC.

**C.3.8.3** The Contractor and DOC shall meet at least once every three months to review issues surrounding Comprehensive Health Care Services, including utilization, projections, and other components to coordinate the care. The Contractor and DOC may elect to have representatives from subcontract hospital(s) present at these meetings. Issues to be addressed at the quarterly meetings include the following:

- i. Utilization of Comprehensive Health Care Services;
- ii. Access to Comprehensive Health Care Services;
- iii. Quality of Comprehensive Health Care Services;
- iv. Formulating and/or revising appropriate projection plans for Comprehensive Health Care Services;
- v. Review the appropriateness of current funding and future funding;
- vi. Review utilization of high-cost services, average length of stays, and one-day admissions; and,
- vii. Any other issues raised by the Contractor or DOC.

### **C.3.9 EMERGENCY SERVICES**

**C.3.9.1** The Contractor shall provide emergency services in an area located in the medical unit of the CDF and CTF. The Contractor shall be responsible for providing emergency medical assessment and stabilization services, including first-aid and cardiopulmonary resuscitation, and arranging ambulance services for Inmates, DOC staff, contractors, and visitors, 24 hours per day, seven days a week. Transportation cost for these populations shall not be the responsibility of the Contractor.

**C.3.9.2** The Contractor shall contact emergency medical personnel for emergency hospital transfers to transport patients to outside hospital facilities for emergency services that cannot be adequately treated in the Urgent Care Center within the Medical Clinic, Sick Call or Chronic Care Clinics.

**C.3.9.2.1** The District of Columbia Fire and Emergency Medical Services (EMS) will provide emergency transport services.

The Contractor shall notify the appropriate correctional staff that an escort is necessary when EMS personnel are brought into the facility.

**C.3.9.2.2** The Contractor shall be financially responsible for all 911 ~~emergency ambulance costs for the Inmate population.~~

**C.3.9.2.3** The Contractor shall be financially responsible for all intra-hospital ambulance transfers from the Inmate population.

### **C.3.10 INFIRMARY/SHORT STAY CARE**

**C.3.10.1** The Contractor shall operate the infirmary at CTF. Infirmary care shall be available for Inmates requiring nursing care, chronic illness care, convalescent care, and all acute and chronic conditions which can be managed on-site. At a minimum the operation of the infirmary shall include:

**C.3.10.1.1** A physician, physician assistant or nurse practitioner shall be on duty 24 hours a day. A progress note shall be entered in the chart at least every 24 hours for all patients admitted.

**C.3.10.1.2** Daily on-site supervision of the infirmary by a registered nurse. If intravenous medications are being administered, a licensed nurse must be physically present in the infirmary at all times.

**C.3.10.1.3** Nursing staff on duty within sight and sound of Inmate-patients 24 hours a day.

**C.3.10.1.4** A manual of nursing care procedures for infirmary care. The Contractor shall provide a copy of the manual within thirty (30) days to COTR after contract award.

**C.3.10.1.5** A complete inpatient record for each patient admitted to the infirmary, including an admission work-up and discharge planning.

**C.3.10.2** The Contractor shall utilize the medical and mental health infirmaries to the fullest capacity to reduce off-site hospitalization when medically feasible.

### **C.3.11 DENTAL SERVICES**

**C.3.11.1** The Contractor shall provide routine and emergency dental services to Inmates consistent with local and Federal guidelines and community standards. The Contractor shall ensure that the dentist and qualified staff be available for the treatment of dental emergencies, and respond within twenty-four (24) hours of notification of emergency. Treatment based upon assessed needs shall include, but not be limited to, the following services:

C.3.11.1.1 Prophylactic, Oral Hygiene

C.3.11.1.2 Periodontal screening, evaluation and limited early treatment

C.3.11.1.3 Routine and simple surgical extractions and tooth restoration with fillings

C.3.11.1.4 Prosthetics

C.3.11.1.5 Patient Education with nutritional/dietary counseling

C.3.11.2 The Contractor shall provide: a) all staffing, instrumentation and supplies, including prosthetic cost; and b) maintenance or replacement of equipment. The Contractor shall provide a copy of equipment maintenance or supply agreements to the COTR for review upon request.

C.3.11.2.1 The Contractor shall provide monthly radiology testing for detection of dental staff exposure to radiation.

### C.3.12 MENTAL HEALTH SERVICES

C.3.12.1 The Contractor shall provide mental health services to Inmates including, but not limited to:

C.3.12.1.1 Mental health assessments, lab and diagnostic testing

C.3.12.1.2 Control, dispensation, and administration of all psychotropic and mental health medication

C.3.12.1.3 Monitoring of medication to ensure Inmate compliance and evaluate effectiveness in alleviation of symptoms

C.3.12.1.4 Supplying all mental health staffing, including mental health specialists

C.3.12.1.5 Suicide prevention intervention and treatment for psychiatric emergencies

C.3.12.1.6 Treatment of Inmates with the most severe forms of mental illness

C.3.12.1.7 Basic services for the general population as described in DOC policies, specifically 6014.6A Psychiatric Evaluation and Hospitalization of Department Residents; and 6080.2B Suicide Prevention.

C.3.12.1.8 Close collaboration with the Department of Mental Health to ensure continuity of care/discharge planning.

C.3.12.2 The Contractor shall conduct an initial mental health screening of all Inmates entering the CDF as described in C.3.2.3.1.

**C.3.12.3** The Contractor shall conduct a comprehensive mental health evaluation as required in accordance with C.3.2.3.2.

**C.3.12.4** The Contractor shall provide all aspects of in-patient and out-patient On-Site mental health care.

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**C.3.12.5** The Contractor shall be responsible for treatment and staffing of the mental health special units and safe cells in the CDF. These special bed resources are provided for Inmates requiring a higher level of care for serious and persistent mental illnesses, arrestees at high risk for suicide and individuals who are clinically depressed.

**C.3.12.6** The Contractor shall develop a program plan for mental health, including staffing deployment and call coverage. The mental health program plan shall include provisions for:

**C.3.12.6.1** Treatment and Staffing of Special Units and Beds:

- (1) Mental Health
- (2) Two (2) Safe-Cells for Observation

**C.3.12.6.2** Management, Arrangement and Coordination of Outside Admissions

**C.3.12.6.3** Required Mental Health Programs:

- (1) Open Population/Outpatient Management / Clinics
- (2) Mental Health Sick Call
- (3) Management of High Acute Observations
- (4) Use of Restraints
- (5) Behavior Management and Individual Treatment Plans
- (6) Management of Consultations (Routine and Emergency)
- (7) Individual Counseling and Psychotherapy
- (8) Discharge Planning
- (9) Psychotropic Medication Management/Clinics

**C.3.12.6.4** Multidisciplinary approaches to promote integration between Mental Health and Medical treatment.

### **C.3.13 SUBSTANCE ABUSE**

**C.3.13.1** The Contractor shall develop and provide a medical detoxification policy for drug and alcohol addicted Inmates. The Contractor shall include the description of the medical detoxification policy in its Operations Manual.

**C.3.13.2** The Contractor shall coordinate its program with local and regional alcohol and drug treatment programs identified by the COTR. The Contractor's program shall include provisions for substance abuse education, either in-house or off-site with a narrative description of program structure and specifications for staffing.

### **C.3.14 ANCILLARY SERVICES**

The Contractor shall either through itself or subcontracts to provide radiology, laboratory, pharmacy, durable medical equipment, and other ancillary services and supplies, except as detailed below.

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### **C.3.15 PHARMACY SERVICES**

The Contractor shall provide Pharmacy Services, including but not limited to pharmaceutical operations with licensed pharmaceutical staff, inventory control, dispensing, distribution and disposal of all pharmaceuticals. The pharmacy shall be on site at the CDF.

**C.3.15.1** The Contractor, upon DOC's notification of Inmate's release, shall follow the following protocols for Inmates on medication: Inmates sent to the Federal Bureau of Prisons shall receive a seven (7) day supply of medications, upon transfer. All Inmates sent to the Community Correctional Centers (CCC) shall receive a seven (7) day supply of medications upon transfer. All Inmates released to the community shall receive a seven (7) day supply of medications upon release.

**C.3.15.2** All pharmaceuticals will be procured by the Department of Corrections with the exception of those covered by the Department of Health under the AIDS Drug Assistance Program (ADAP). The Contractor shall utilize a formulary approved by the DOC. Dispensing of pharmaceuticals shall be in accordance with District of Columbia and Federal laws, and pharmacy regulatory boards. The Contractor shall utilize an automated pharmacy system for dispensing pharmaceuticals in collaboration with DOC.

**C.3.15.3** All prescription medications shall be prescribed by the responsible practitioner compounded and dispensed by a licensed pharmacist and shall be delivered to the Inmates in conformance with District law. The Pharmacy on-site shall be licensed to provide all pharmacy services for medication distribution at DOC. The Contractor shall provide on-call coverage by a licensed pharmacist 24 hours/day, 7 days/week for emergency and stat needs.

**C.3.15.4** The Contractor shall develop and maintain a quality management program including management controls, staffing plan, and expected quality improvement indicators. The Contractor shall include its quality management program in its Operations Manual.

**C.3.15.5** A DOC licensed pharmacist will provide oversight, internal controls, audit procedures and overall accountability to receive, segregate, distribute, secure, account for and monitor use of the pharmaceuticals at the DOC service sites.

**C.3.15.6** The Contractor shall provide all forms necessary for ordering controlled drugs, and maintaining prescription logs, inventory, medication administration records, patient profiles, and prescriptions. The Contractor shall maintain appropriate documentation including, but not

limited to, inventory records, controlled drug perpetual inventory, and patient profiles.

### **C.3.16 RADIOLOGY**

~~C.3.16.1 The Contractor shall be responsible for all X-ray services including maintenance and supplies.~~

**C.3.16.2** The Contractor shall perform routine X-ray services during the day and evening shifts, Monday through Saturday and on an emergency basis twenty-four hours per day. The Contractor shall ensure that all X-rays are read by a Board Certified Radiologist within twenty four (24) hours of the films being taken.

### **C.3.17 LABORATORY**

**C.3.17.1** The Contractor shall identify the need, schedule and coordinate all laboratory services.

**C.3.17.2** The Contractor shall provide routine laboratory services to the DOC under a sub-contract relationship. The Contractor shall work with an appropriately licensed laboratory facility to provide specified services, subject to the approval of the COTR.

**C.3.17.3** The Contractor shall develop a laboratory services program, including but not limited to phlebotomy, specimen prep, stat results, expected turn-around times, panic values and any quality improvement indicators. Lab results shall be reported using an electronic interface. The Contractor shall provide monthly statistical reports to the COTR, when and if requested. The Contractor shall define its laboratory service program in its Operations Manual.

### **C.3.18 MEDICAL RECORDS**

**C.3.18.1** The Contractor shall provide maintenance, retention and timely transfer of a complete, standardized problem-oriented medical record for all Inmates in accordance with prevailing medical regulations for confidentiality, retention and access. All health care encounters with an Inmate, whether for medical, dental or mental health the Contractor in the Inmate's medical record shall document concerns. The Contractor shall utilize the current medical record forms and checklists provided by DOC. The Contractor shall submit for approval, by the COTR, any proposed changes in medical record forms used currently. The Contractor shall organize and maintain medical records in the format outlined in DOC policies and procedures.

**C.3.18.2** The Contractor shall utilize Centricity, the electronic medical record (EMR) system.

**C.3.18.3** The Contractor shall comply with local and federal law, rules and regulations, including without limitation the Health Insurance Portability

and Accountability Act and relevant DOC Program Statements (P.S.), regarding confidentiality of health information. The Contractor shall comply with DOC Policy Statement #1300.3 and District HIPAA policies regarding the transfer, information safeguards, access, amendment, authorization, minimum necessary determinations, identity and authority verification, restricted use, disclosure and accounting of personally identifiable health information. The Contractor shall obtain signed consent forms from Inmates as required. The signed consent form shall be placed in the Inmate's medical record.

**C.3.18.4** All Inmates medical records are the property of the District. The Contractor, upon reasonable notice to the District and consistent with applicable federal and District laws and regulations and DOC policies and procedures regarding the privacy and confidentiality of patient records, shall have timely and reasonable access to Inmates records to inspect and/or duplicate at Contractor's expense, any individual chart or record produced and/or maintained by the Contractor personnel to the extent necessary to (i) meet responsibilities to Inmates for whom Contractor has provided services; (ii) respond to any Government or payor audits; (iii) assist in the defense of any malpractice or other claims to which chart or record may be pertinent; and (iv) for any other legitimate business purpose, consistent with Inmates confidentiality and to the extent permitted by law.

### **C.3.19 NUTRITION SERVICES**

**C.3.19.1** The Contractor shall assess nutritional requirements and management of medically necessary special diet orders, and provide routine nutrition education. The Contractor shall notify the appropriate food services manager of any medically necessary special diets.

**C.3.19.2** The Contractor dietician shall ensure that all diets are evaluated for nutritional adequacy by a Registered or Licensed Dietitian every six months or whenever the menu is changed substantially.

### **C.3.20 CLINICAL AND ADMINISTRATIVE SUPPLIES**

**C.3.20.1** The Contractor shall provide all material and supplies, including but not limited to: medical and mental health supplies, health education supplies, dental supplies, x-ray supplies, forms, office supplies, medical and mental health record supplies, books, periodicals, dentures, eye glasses, prosthetic devices and administrative supplies necessary to carry out the program and performance specifications of this contract. Specifically for dentures, eyeglasses and reference materials the Contractor shall be responsible for providing the following:

**C.3.20.1.1** Glasses - bifocals and single vision glasses.

**C.3.20.1.2** Dentures - Partial and full.

**C.3.20.1.3 Reference Materials** - The Contractor shall establish within thirty (30) days of contract award and maintain throughout the term of the contract a well-developed medical reference library on-site for use by health care staff. The library shall minimally include current publications, medical dictionary, Physician's Desk Reference, pharmacology reference, ACA and NCCHC standards manuals. At the termination or expiration of the contract this library shall become the property of DOC.

### **C.3.21 SUPPORT SERVICES**

#### **C.3.21.1 INFECTION CONTROL, SANITATION AND BIO-HAZARDOUS WASTE COLLECTION AND DISPOSAL**

**C.3.21.1.1** The Contractor shall establish an infection control program for DOC in conjunction with federal and local public health laws and regulations within 30 days after contract award.

**C.3.21.1.2** The Contractor shall collect, securely store and dispose of all bio-hazardous waste generated in all medical areas of the correctional facilities in a manner conforming to federal, state and local requirements.

**C.3.21.1.3** The Contractor shall provide on going training on handling and disposal of bio-hazardous waste for staff and Inmates. The Contractor shall provide bio-hazardous spill kits for cleaning and decontamination of blood spills.

**C.3.21.1.4** The Contractor's staff shall have evidence of annual TB screening and initial hepatitis B vaccinations. The Contractor shall comply with Occupational Health and Safety Administration (OSHA) requirements related to employee TB screening and hepatitis vaccinations.

#### **C.3.21.2 CLEANING**

**C.3.21.2.1** The Contractor shall provide all environmental friendly, consumable medical cleaning supplies in accordance with Section H.16. The District will provide Inmate labor supervised by the DOC for all cleaning in medical areas.

#### **C.3.21.3 TELEPHONE**

**C.3.21.3.1** The Contractor shall be responsible for all telephone services in the medical services area.

**C.3.21.3.2** The Contractor shall provide all cellular telephone and pager services for its employees and subcontractors.

### **C.3.22 MEDICAL EQUIPMENT**

- C.3.22.1** The Contractor shall validate operability of current equipment inventory within thirty (30) days after contract award. The Medical Equipment Inventory List of current equipment and the Medical Analytic and ~~Technical Support Inventory List will be provided to the Contractor by the~~ COTR at the time of contract award to document equipment available and location.
- C.3.22.2** The Contractor shall provide maintenance, repair or replacement of government-furnished medical, dental, and mental health equipment, including maintaining service contracts. Such equipment includes, but is not limited to electrical tables, X-ray machines, electrocardiogram equipment and equipment utilized in administrative functions, such as photocopiers and typewriters.
- C.3.22.3** Upon contract expiration or termination, all equipment used or provided by the Contractor will become the property of the DOC. The Contractor shall surrender all equipment to the DOC in the same condition in which it was initially provided, except for ordinary wear and tear, and loss or damage by flood, fire or other perils covered by extended coverage insurance. All equipment being removed from the facility for disposal shall be inventoried by security and handled by DOC warehouse property manager at CDF.
- C.3.22.4** The Contractor shall not use, loan, or rent to a third party any government-furnished equipment, except with prior, written permission of the COTR. The Contractor shall not, without consent of the COTR move equipment outside the "facilities" specified in this contract.
- C.3.22.5** The Contractor shall not produce, store or use DOC facilities, equipment or inventories for other company-owned or contract operations, or for other individuals, groups or organizations without the prior, written consent of the COTR.

### **C.3.23 MEDICAID/MEDICARE**

- C.3.23.1** The Contractor shall file for Medicaid/Medicare reimbursement for eligible Inmates.
- C.3.23.2** If Medicaid, Medicare or other reimbursement is received from an external source, such as insurance or other benefit the Contractor shall credit such monies to the District on a monthly basis.

### **C.3.24 COMMUNITY CORRECTIONAL CENTERS**

- C.3.24.1** The Contractor shall provide access to primary health care and referrals for secondary care at the District of Columbia Community Correctional Centers (Halfway Houses) at the following locations:

(1) Efforts for Ex Convicts' House  
1514 8th Street, NW  
Washington, DC 20001  
Capacity: 16 / Males

(2) Hope Village  
2840 - 2912 Langston Place, SE  
Washington, DC 20020  
Capacity: 40 / Males

(3) Extended House  
810 & 812 14th Street, NE  
Washington, DC 20002  
Capacity: 35 / Males

(4) Reynolds & Associates (Fairview)  
1430 G Street, NE  
Washington, DC 20002  
Capacity: 35 / Females

C.3.24.2 The Contractor shall coordinate with Community Correctional Center (Halfway Houses) staff or clinical consultants to assess Inmates with medical or mental health needs.

C.3.24.3 The Contractor shall evaluate medication status, manage the prescription refill system and monitor medication compliance

C.3.24.4 The Contractor shall provide Clinic Follow-Up for Comprehensive Health Care Services.

C.3.24.5 The Contractor shall coordinate with the Department of Mental Health Core Service Agencies and Support Systems

C.3.24.6 The Contractor shall coordinate discharge planning.

C.3.24.7 The Contractor shall conduct quality assurance monitoring studies for the DOC, as needed.

### **C.3.25 MEDICAL PERSONNEL, TRAINING AND STAFFING PLAN**

C.3.25.1 The Contractor shall recruit, interview, hire, train and supervise all health care and administrative staff. The Contractor shall start operation of Community Oriented Correctional Health Care Services by October 1, 2006. The Contractor shall maintain a minimum of 202 FTEs to provide all services required in the contract. All health care staff provided by the Contractor to render services under the contract shall be licensed, certified or registered, as appropriate, in their respective areas of expertise, as required by applicable District law and accepted standard of medical, dental and mental health practices. Any and all personnel of the Contractor shall be subject to a background investigation conducted by DOC as a requisite for initial and continued

employment. The final selection of all subcontractors may be subject to the approval of the COTR.

- C.3.25.2** The Contractor shall prepare a written job description for each member of the health care staff, which clearly delineates their assigned responsibilities and submit for approval by the COTR within thirty (30) days after contract award. The Contractor, with the COTR, shall monitor the performance of health care staff to ensure adequate job performance in accordance with the requirements of the contract.
- C.3.25.3** The Contractor shall develop a staffing plan including number of FTEs per labor category, staff deployment schedule, functional assignments, proposed distribution of hours worked by regular hours, overtime hours, nursing per diem hours or other hours, with a staff development plan. The plan shall be submitted to the COTR for review and approval within 30 days after contract award. All Contractor staff shall comply with all current and future State, Federal, and Local Laws and Regulations, Court Orders, Department Rules, Policies, and Procedures..
- C.3.25.4** The Contractor shall provide a minimum staffing complement of 202 FTEs by the end of the transition period and throughout the term of the contract. Should the Contractor's personnel normally assigned to provide Comprehensive Health Care Services not be available, the Contractor shall provide appropriate replacement personnel to cover these services as scheduled. Replacement of principal leadership staff shall require advance written approval of the COTR.
- C.3.25.5** The Contractor shall provide all Comprehensive Health Care Services at the locations specified in the contract. The District retains the right to review and approve locations and staffing identified. A full-time contractual staff person shall be on-site for at least 40 hours per week. The Contractor shall ensure staff coverage during periods of vacations, holidays, continuing education and unscheduled absences. The Contractor's personnel may be mandated or required to work overtime to meet DOC operational needs.
- C.3.25.6** The Contractor shall provide coverage for all staff positions in the event of unplanned absence, leave or in the event of resignation or termination.
- C.3.25.7** The Contractor shall not bind any of its employees, or those under contract with the Contractor, to any agreement, which would inhibit, impede, prohibit, restrain, or in any manner restrict employees or independent contractors, in or from accepting employment with any subsequent medical care provider in the District of Columbia.
- C.3.25.8** The Contractor shall be responsible for ensuring that all new health care personnel are provided with orientation regarding on-site security and medical practices.

- C.3.25.8.1** The Contractor shall ensure that all individuals who have regular or daily inmate contact, hired for positions under the proposed contract shall attend forty (40) hours of initial pre-service training after having been cleared through a background check and drug testing, and forty hours (40) hours of in-service training, provided by the DOC, annually thereafter. The Contractor is responsible that all direct patient care personnel shall maintain current Cardiopulmonary Resuscitation (CPR) certification. The Contractor's employees shall be subject to random drug testing conducted by DOC. Random drug testing of all Contractors' employees will be performed at the Contractor's expense. Any expense required for off-site training shall be the responsibility of the Contractor.
- C.3.25.8.2** The Contractor shall ensure that Clerical/Support staff that have minimal inmate contact receive sixteen (16) hours initial pre-service training after having been cleared through a background check and drug testing, and sixteen (16) hours of in-service training, provided by the DOC, annually thereafter.
- C.3.25.8.3** The Contractor shall provide to all new full-time health care providers forty (40) hours orientation training before undertaking their assignments.
- C.3.25.8.4** The Contractor shall provide suicide prevention education to DOC staff and contract staff as specified by DOC regulations. Suicide prevention training shall be concentrated in two (2) hour and four hour (4) blocks.
- C.3.25.8.5** The Contractor shall provide to the Correctional Officers assigned to mental health units forty (40) hours of specialized mental health training.
- C.3.25.9** The COTR reserves the right to remove any personnel from DOC facilities upon written notice to the Contractor from the Contracting Officer.
- C.3.25.10** The Contractor shall not perform any of its corporate functions and tasks at the expense of the DOC by using mandated positions or budgeted direct service positions approved by the COTR to satisfy health care program administrative responsibilities. The Contractor shall provide for necessary corporate responsibilities such as submission of payroll documents and timekeeping, corporate personnel functions, and any accounts payable tasks to be performed through sources outside of direct service hours defined in the approved staffing plan.

- C.3.25.11** The Contractor shall be responsible for credentialing and certification of its staff. The Contractor shall maintain valid and current licenses and certifications as required for all health care providers.
- C.3.25.12** ~~Medical Professional Staff: The Contractor shall utilize the standards of all applicable District regulations, ACA and NCCHC standard for~~ Medical Professional Staff appointments. The credentials of all Medical Professional Staff (physicians) appointed at the DOC shall be validated by the Contractor, through either a primary or secondary source. The Contractor shall reconfirm credentials annually and a record of the credentialing activity shall be maintained as part of each employee's personnel file. Credentialing is defined as the process by which an applicant's training, degrees conferred, certification by specialty societies, state and other licenses, teaching positions, appointments and other professional experience is confirmed or reconfirmed.
- C.3.25.13** Non-Medical Professional Staff: The Contractor shall use a process whereby applicants carry the burden to produce information for proper evaluation of competence, character, health status, ethics and other qualifications. The Contractor shall review the validity of licenses or certifications of non-medical professional staff at least annually.
- C.3.25.14** The Contractor shall assure the fulfillment of any and all Medical Staff privilege requirements at participating hospital(s).
- C.3.25.15** The Contractor shall maintain personnel files on all contract employees. Limited portions of such personnel files may be made available to the COTR upon the written approval of Contractor provided that appropriate steps are taken to maintain the confidentiality of the contents of such files and that the District has a valid reason to review such file. These records shall be made available to the COTR upon request. These files shall include but not be limited to copies of current professional licenses, privileges and/or proof of professional certification, evaluations and salary/payroll records.
- C.3.25.16** The Contractor shall warrant that all persons assigned by it to perform the Work requirements herein will be employees of the Contractor or authorized subcontractors, and will hold all required licenses to perform the Work required herein. The Contractor shall include an identical provision, covering required licenses and full qualification for work assigned, in any contract with any approved subcontractor selected to perform Work hereunder. Any personnel commitments required per this contract shall not be changed unless approved, in advance, by the Contracting Officer in writing. Staffing will include any individuals named in the Contractor's Proposal at the level of effort proposed, except in cases whereby the Contracting Officer has approved a change.
- C.3.25.17** The District has the absolute right to require the immediate removal of any of Contractor's employees from the contract. In the event the COTR, with verifiable justifiable documentation, in his sole discretion,

is dissatisfied with the performance of any of the persons assigned to perform any of the Services under the awarded Contract, the COTR give written notice to Contractor and Contracting Officer of such dissatisfaction and the reasons therefore. In the event of removal of any of Contractor's employees, the Contractor shall cover the duties of ~~removed employees with appropriate personnel until a replacement is found.~~

**C.3.25.18** The Contractor shall verbally notify the COTR of any actual or impending administrator or medical director vacancy by the close of the next calendar day after Contractor receives written notice of the vacancy. Within five (5) calendar days of the verbal notification, the Contractor shall also notify the COTR in writing regarding the impending or anticipated vacancy.

**C.3.25.19** The Contractor shall not use any Inmates in positions related to the delivery of any services for any reasons whatsoever. The DOC restricts the use of Inmates to housekeeping and maintenance functions.

### **C.3.26 PEER REVIEW**

The Contractor shall provide a practitioner peer review program consisting of at least four (4) hours of on-site practitioner time every four (4) months to conduct chart reviews of the practitioner staff in the areas listed below. The Contractor shall review each of the areas listed below at least once annually. The Contractor shall provide a copy of the peer review reports to the COTR within 15 days after completion.

- (1) Sick call;
- (2) Infirmary admissions;
- (3) Hospitalization referrals;
- (4) Specialty referrals;
- (5) Prescribing patterns;
- (6) Ancillary service utilization;
- (7) Infectious Disease;
- (8) Chronic Care Clinic; and
- (9) Mortality & morbidity.

### **C.3.27 REPORTING**

**C.3.27.1** The District will provide a management information system capable of providing statistical data necessary for the evaluation and monitoring of Comprehensive Health Care Services. The Contractor shall, using Centricity, submit a Monthly Statistical Report, Monthly Health Care Performance Monitoring Report and Annual Report to include at a minimum hospital discharges, surgical procedures, surgical ambulatory visits, a summary of milestones, accomplishments, and major quality improvement issues and planned corrective actions.

**C.3.27.2** All data collected and managed by the Contractor on behalf of the DOC shall be the property of the District. The Contractor shall apply accepted

best practice for database management and data quality assurance to ensure the validity of data collected.

**C.3.27.3** The Contractor shall maintain all records in electronic form using modern databases and data quality maintenance and support, as well as ~~standard-off-the-shelf software for final reporting such as Microsoft Office~~ or a comparable product. Facilities and agencies external to DOC will require both electronic and paper printouts of Inmate medical records. The Contractor shall make available such records to external facilities when authorized to do so by the COTR, maintaining compliance with Section H.10, HIPAA.

**C.3.27.4** The Contractor shall provide written documentation in its Operations Manual, regarding procedures that will be followed to assure the quality of medical data. This documentation shall include the rationale related to each data element captured, complete data dictionary, data maps and formats, data integrity constraints, the methodology for measuring each data element, data transformations applied, and formulas used. The Contractor shall provide documentation of a continuous data quality improvement program, and monthly reports detailing analysis of data errors, frequency and source thereof, and error remediation actions. The District may conduct, or ask a DOC authorized third party to conduct, a data quality audit of the Contractor's databases containing Inmate records at-will and unannounced.

**C.3.27.5** The Contractor shall provide Metrics (statistical) Reporting periodically, monthly, quarterly, and annually regarding performance measures defined in Section C.3.27.6. The Contractor shall report monthly performance data to DOC in a Microsoft Office compatible format. These reports shall include monthly and YTD performance, and monthly and YTD trends. For each metric the Contractor shall define the metric, methodology used to compute the metric, the source data elements, data maps, and data transformations or subsetting logic used to report the data. The Contractor shall propose and submit for approval annual performance targets. The Contractor shall be required to submit documentation methodology used to propose annual targets for each metric. The Contractor shall provide performance benchmarks in relation to industry standards as provided by DOC within 90 days after award of contract. In the event performance falls to more than 10% outside the range of target, the Contractor shall submit a substantive root cause analysis and corrective action plan for approval by the COTR. The Contractor shall provide all raw data and computation methodology allowing verification of metric computation with each performance metric for all monthly reports. Performance metrics will be reviewed monthly and may be added or dropped by the COTR.

**C.3.27.6** The Contractor shall provide metric reports as part of the Medical Analytics and Technology Support (MATS) system on the following

Comprehensive Health Care Services Performance Measures at a minimum or such other measures that shall be mutually negotiated:

(1)	Number of Sick Calls
(2)	Number of Sick Calls Not Serviced within 72 Hours
(3)	Total # of Medical Grievances By Category: <ul style="list-style-type: none"> <li>a. Staff Conduct</li> <li>b. Medications</li> <li>c. Psych (non-medication)</li> <li>d. Dental</li> <li>e. Access (timeliness)</li> <li>f. Disagreement with Treatment</li> <li>g. Other</li> </ul>
(4)	Average Response Time to Resolve Medical Grievances (upon Contractor receipt)
(5)	Total Inmates Treated
(6)	Number of hospital days at partnering hospital(s)
(7)	Number of Emergent/Urgent Medical Visits
(8)	Number of Specialty Clinic Visits
(9)	Number of Inmates Treated Per Physician
(10)	Number of Inmates Treated Per Physicians' Assistant /Nurse Practitioner
(11)	Number of Inmates Treated Per Nursing Professional
(12)	Number of Inmates Treated Per Dental Care Professional
(13)	Number of Inmates Treated Per Psychiatric Care Professional
(14)	Total Inmates-Days at CTF Infirmery
(15)	Total Discharges by Facility
(16)	Number Medical Screenings Completed Within 36 Hours of Intake
(17)	Number of Comprehensive Psychiatric Evaluations are completed within 36 hours of Referral
(18)	Number of Prescriptions Filled Within 1 Business-Day of Order
(19)	Number of Inmates Rejected by Federal Bureau of Prisons Due To Absence of Current PPD
(20)	Number of Inmates Rejected by the FBOP Due To Absence of Current PPD where 4 Days Advance Notice Was Not Given to Contractor
(21)	Total # of Inmates Transported by 911 per month
(22)	# of Employees Transported by 911 per month
(23)	Number of Chest X-rays per month
(24)	Total Expenditures Incurred
(25)	Ratio of Hospital Days to Total Inmates Days
(26)	Average Length of Stay (e.g., partnering hospital(s))
(27)	Total Inpatient Cost
(28)	Cost per Outpatient Clinic Visit
(29)	Number of Trauma Cases by category : Major, Moderate, Minor
(30)	Average Cost per Prescription
(31)	Cost of Chest X-Rays per month

**C.3.27.6.1** In the event that the Contractor, using Centricity, is unable to capture or report agreed to performance metrics, the DC Department of Corrections, Office of Management Information and Technology Services (OMITS) will work with the Contractor to specify and establish protocol, methodology, and

electronic means (e.g. spreadsheets or other means of recording and storing information) so that agreed to metrics may be reported and validated.

**C.3.27.7** The Contractor shall provide reports to the COTR, in a form prescribed by the DOC, both on a monthly basis and as may otherwise be requested in support of research, analysis, program development and ACA and NCCHC. The Reports shall be submitted to the COTR on the third Business Day of each month. These reports include but are not limited to, conditions diagnosed by severity and frequency, conditions pre-existing, and conditions contracted while incarcerated, by age, race, sex, and illness.

**C.3.27.8** The Contractor shall provide reports, as required, in accordance with American Society of Correctional Administrators (ASCA) and DOC, established incident-reporting guidelines, in particular those related to Inmate assault incidents on other Inmates and staff, fights, physical altercations, sexual misconduct, sexual abuse incidents, and use of force incidents.

**C.3.27.8.1** The Contractor shall enter all medical data related to incidents directly into the DOC electronic incident database including but not limited to certain incidents, such as assault, sexual assault, Inmate injury and other incidents. The Contractor shall capture and record all examination results including photographs of injuries taken by DOC staff within 30 minutes of examination. The Contractor shall provide silhouettes in electronic form with injuries clearly marked and noted. This shall involve complete examination of Inmates, as well as occasional record keeping related to staff injuries (emergency care/stabilization or first-aid with a record of referral to private physician).

### **C.3.28 SAFETY AND SECURITY**

**C.3.28.1** The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with services provided under the contract. The Contractor shall take all necessary precautions for the safety of its employees and other persons who may be affected thereby. The Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or subcontractors.

**C.3.28.2** The Contractor and its personnel shall be subject to and shall comply with all security regulations and procedures of the DOC. Violation of these regulations may result in the employee being denied access to the CDF and CTF.

### **C.3.29 MEDICAL DISASTER PLAN**

**C.3.29.1** The Contractor shall participate in, and assist in planning, the following procedures pertaining to the delivery of Comprehensive Health Care Services in the event of a disaster such as fire, storm, epidemic, riot, strike, or mass arrests. ~~Such procedures shall be developed in~~ conjunction with the COTR twice a year. The Medical Disaster Plan shall include the following:

- (1) Communications system;
- (2) Recall of key staff;
- (3) Assignment of health care staff;
- (4) Establishment of command post;
- (5) Safety and security of patient and staff areas;
- (6) Use of emergency equipment and supplies;
- (7) Establishment of a triage area;
- (8) Triage procedures;
- (9) Use of ambulance services;
- (10) Transfer of injured to outside hospitals;
- (11) Evacuation procedures; and
- (12) Practice drills.

### **C.30 DISCHARGE PLANNING UPON RELEASE**

**C.3.30.1** The Contractor shall provide medical case management services for Inmates housed at CDF and CTF and upon release.

**C.3.30.2** The Contractor shall provide linkages to the community for continuity of care.

**C.3.30.3** Upon release, all Inmates who are District residents must receive a discharge plan and, if applicable, an initial appointment to an assigned health care center in the Inmate's neighborhood ideally with the same health care team that provided services while the Inmates was in custody. The Contractor shall make every effort to provide an assigned health care provider to Inmates who are non-district residents.

### **C.3.31 MEDICAL ANALYTICS AND TECHNOLOGY SUPPORT (MATS)**

#### **C.3.31.1 D.C. Department of Corrections Obligations**

The D.C. Department of Corrections (DOC) will own and maintain all hardware, software and communications infrastructure associated with the delivery of Comprehensive Health Care Services at the Central Detention Facility (CDF) and the Correctional Treatment Facility (CTF). In addition, DOC will own and administer all databases residing on DOC platforms, and will have unabridged access to these data within the legal confines of HIPPA requirements. In providing analytical and technology support to the Contactor, DOC will:

- a) Install computer workstations. Workstations will have appropriate warranties and service level agreements.
- b) Replace computer workstations at the end of useful life cycles.
- c) Install and maintain cabling, as well as other communications infrastructure.
- ~~d) Install and maintain required servers.~~
- e) Maintain version control of all software and associated licenses.
- f) Develop and implement a disaster recovery program.
- g) Develop and maintain industry standard procedures for back-up, data storage, and security.
- h) Maintain updated virus protection software.
- i) Develop and maintain system documentation.
- j) Utilize industry standard procedures to test and accept new applications and databases.
- k) Operate a Help Desk during regular business hours, Monday thru Friday, 8:30 am – 5:00 pm, and provide 24x7 emergencies IT supports.
- l) Develop and/or activate reports for administrative reporting, clinical evaluation, and the monitoring of Comprehensive Health Care Services.
- m) Develop metrics for measuring the efficiency and quality of Contractor provided Comprehensive Health Care Services.
- n) Conduct statistical studies of cost trends, productivity, Inmate health profiles, and treatment outcomes.
- o) Prepare forecasts of costs and caseloads by morbidity group.
- p) Conduct studies of data quality and integrity.
- q) Provide Contractor a controlled access to JACCS and other essential DOC systems.
- r) Administer password access to the medical information system, specialized health databases, and relevant DOC systems.
- s) Prepare specifications for all new or replacement hardware and software technologies.
- t) Prepare annual budget estimates for new and ongoing MATS initiatives.
- u) Purchase initial infrastructure for both Telemedicine System and Picture Archiving and Communication System (PACS).

### C.3.31.2 Access Control

The Contractor shall ensure that DOC in-house and contract technical staff have access to all areas of the CDF and CTF Medical Units.

DOC will control access to all systems and applications housed within DOC's jurisdiction. In addition, DOC reserves the right to restrict access rights of any Contractor staff found or suspected to be in violation of DOC's and the District's e-mail and internet policies. All Contractor staff must sign policy statements in these areas before being granted access privileges.

### C.3.31.3 The DOC's provision of IT services to support Contractor health service