

## CONTRACT AWARD

**Date of Award:** March 27, 2020  
**Contract ID:** 48210  
**Event ID:** EVT0006973  
**Replace Contract:** 38617

**Procurement Officer:** Aubrey L Waters  
**Telephone:** 785-296-2401  
**E-Mail Address:** [aubrey.waters@ks.gov](mailto:aubrey.waters@ks.gov)  
**Web Address:** <http://admin.ks.gov/offices/procurement-and-contracts>

**Item:** Comprehensive Health Care Services  
**Agency/Business Unit:** Kansas Department of Corrections (KDOC)  
**Period of Contract:** July 01, 2020 through June 30, 2022  
(With the option to renew for two (2) additional twenty-four (24) month periods)

**Contractor:** CENTURION OF KANSAS, LLC  
7700 Forsyth Blvd  
St. Louis, MO 63105  
**Vendor ID:** 0000596476  
**FEIN:** 84-3436283  
**Contact Person:** Steven Wheeler, Chief Executive Officer  
**E-Mail:** [SWheeler@TeamCenturion.com](mailto:SWheeler@TeamCenturion.com)  
**Toll Free Telephone:** 800-416-3649  
**Local Telephone:** 703-749-4600  
**Fax:** 703-749-1630

**Payment Terms:** Net30

**Political Subdivisions:** Pricing **is not** available to the political subdivisions of the State of Kansas.

**Procurement Cards:** Agencies **may not** use a P-Card for purchases from this contract.

**Administrative Fee:** No Administrative Fee will be assessed against purchases from this contract.

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The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.da.ks.gov/purch/Contracts/>

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## 1. Terms and Conditions

### 1.1. **Contract Documents**

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a, incorporated into Section 4 of this Contract;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

### 1.2. **Captions**

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

### 1.3. **Definitions**

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

### 1.4. **Contract Formation**

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

### 1.5. **Notices**

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts  
900 SW Jackson, Suite 451-South  
Topeka, Kansas 66612-1286  
RE: Contract Number 48210

or to any other persons or addresses as may be designated by notice from one party to the other.

### 1.6. **Statutes**

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

### 1.7. **Governing Law**

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

### 1.8. **Jurisdiction**

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

### **1.9. Mandatory Provisions**

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

### **1.10. Termination for Cause**

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

### **1.11. Termination for Convenience**

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 90 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

### **1.12. Rights and Remedies**

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **1.13. Antitrust**

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

### **1.14. Hold Harmless**

The Contractor shall indemnify and defend the State against any and all loss or damage to the extent arising out of the Contractor's negligence or willful conduct in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract. The State agrees to provide Contractor with notice of claims to which indemnity and defense is being requested within thirty days of the State's receipt of notice of the claim. Notice shall be provided to the Contractor as follows:

Deana Johnson, General Counsel  
Centurion, LLC  
1447 Peachtree Street NE Suite 500  
Atlanta, GA 30309  
(404) 347-4134  
[djohnson@teamcenturion.com](mailto:djohnson@teamcenturion.com)

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

#### **1.15. Force Majeure**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

#### **1.16. Assignment**

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

#### **1.17. Third Party Beneficiaries**

This contract shall not be construed as providing an enforceable right to any third party.

#### **1.18. Waiver**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

#### **1.19. Injunctions**

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

#### **1.20. Staff Qualifications**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

#### **1.21. Subcontractors**

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

#### **1.22. Independent Contractor**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

### **1.23. Worker Misclassification**

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

### **1.24. Immigration and Reform Control Act of 1986 (IRCA)**

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

### **1.25. Proof of Insurance**

The Contractor shall provide certificates of insurance indicating that the following listed insurance requirements:

1. Worker's Compensation, as required by Kansas law.
2. "Claims Made" professional liability insurance in the minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in aggregate.
3. "Claims Made" insurance with a tail policy sufficient to cover any claim for the duration of the applicable statute of limitations as determined by a court of competent jurisdiction with the same limits of coverage as required.
4. Comprehensive general liability covering premises and operations liability and personal injury, minimum \$1,000,000.00 combined single limit occurrence.
5. Catastrophic illness insurance if inpatient services are required as part of the contractor's bid.
6. Transplant insurance if inpatient services are required as part of the Contractor's bid.

The Contractor shall be required to reimburse KDOC for payment of any professional liability insurance payments KDOC makes on behalf of State employees working for the Contractor.

### **1.26. Conflict of Interest**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

### **1.27. Nondiscrimination and Workplace Safety**

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

### **1.28. Confidentiality**

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either

during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

### **1.29. HIPAA Confidentiality**

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

### **1.30. Environmental Protection**

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

### **1.31. Care of State Property**

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

### **1.32. Prohibition of Gratuities**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

### **1.33. Retention of Records**

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

### **1.34. Off-Shore Sourcing**

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

### **1.35. On-Site Inspection**

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

### **1.36. Indefinite Quantity Contract**

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

### **1.37. Prices**

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

### **1.38. Payment**

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

### **1.39. Accounts Receivable Set-Off Program**

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

### **1.40. Federal, State and Local Taxes**

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

### **1.41. Debarment of State Contractors**

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a

criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

#### **1.42. Materials and Workmanship**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

#### **1.43. Industry Standards**

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

#### **1.44. Implied Requirements**

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

#### **1.45. Performance Guaranty/Bond (Amount)**

The Contractor shall file with the Director of Purchases a performance guaranty/bond in the amount of \$2,000,000.00. The guaranty shall be released upon the completion of this contract subject to total or partial forfeiture for failure to adequately perform the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages.

A performance guaranty must be one of the following:

- certificate of deposit payable to the State; or
- a properly executed bond payable to the State.

Necessary bond forms will be furnished by Procurement and Contracts and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

#### **1.46. Inspection**

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

#### **1.47. Acceptance**

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.



#### **1.48. Ownership**

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency. Materials that Contractor has or will develop for use internally and/or for use in multiple contracts is considered work for hire ("Work for Hire") and remains the property of Contractor.

#### **1.49. Information/Data**

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

#### **1.50. Certification of Materials Submitted**

The Request for Proposal No. EVT0006973 ("RFP") document, together with the specifications set forth herein and all data submitted by the Contractor to support their RFP response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

#### **1.51. Transition Assistance**

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor. In addition, the State reserves the option to extend this Contract on a month to month basis past the Initial term or renewal term(s) to accommodate a transition of services for a period not to exceed six (6) months. In the event the State exercises this option, all terms and conditions, requirements, and specifications of the Contract shall remain the same and apply during the month to month extension term.

#### **1.52. Integration**

This Contract tract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.

#### **1.53. Modification**

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

#### **1.54. Severability**

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

#### **1.55. Change of Scope**

The Parties agree that should there be any change in (1) standards of care (including but not limited to a change in any material respect to any treatment protocol or modality or if any new medication or therapy is introduced to treat any illness, disease or condition or existing medication is approved to treat additional conditions), (2) scope of services, (3) patient base, (4) use of or mission change to existing KDOC facilities, (5) Court orders that impact standards of care and/or scope of services, (6) new or amended class actions that impact standards of care and/or scope of services, or (7) State or Federal laws, regulations or policy, any of which results in material costs to the Contractor (defined as \$300,000/year or more) that are not covered in this Contract, then the Parties agree to negotiate in good faith and without delay additional funding or an adjustment of services accordingly to be fully documented and attached to the Contract in the form of amendments.

## **1.56. Contractor Termination Rights**

**1.56.1. Termination for Cause.** Contractor may terminate performance of work under this Contract for cause after providing the State of Kansas with no less than 60 days' written notice detailing the specific areas of breach of contract and providing the State a 60 day opportunity to cure. For cause is defined as a breach of Section 2.23, Compensation.

**1.56.2 Termination for Convenience.** Contractor may terminate performance of work under this Contract for convenience after providing the State of Kansas with no less than 365 days' written notice. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

## **1.57. Withhold Grace Period.**

The Parties agree that for the first one hundred and eighty (180) days of the initial contract period (defined as beginning on the first day of the Contract Period, July 1, 2020 and ending on June 30, 2021), no staffing, clinical performance or other performance guarantee withholds shall be imposed against Contractor. All other performance and other contractual obligations contained herein may be relaxed as needed by mutual written agreement of the Parties. Examples of these modifications could include offender co-pays, telehealth provider licensing and equipment requirements, etc.

## **1.58. Term**

The initial term of this Contract is July 1, 2020 up through and including June 30, 2022. KDOC has the option to renew, by mutual agreement, for two (2) additional twenty-four (24) month periods.

## 2. Specifications

### 2.1 Scope

- 2.1.1. The Kansas Department of Corrections (KDOC) is entering into this contract for the provision of comprehensive health care services to include medical, dental, behavioral health, and related support services for offenders in the custody of the Secretary of Corrections. The provision of services is primarily provided on-site at nine (9) facilities and three (3) satellite facilities identified in Appendix A. Specialized services may be provided through agreements with area providers such as hospitals, clinics, medical specialists, laboratories and other specialized services. The Contract resulting is a full-risk contract, subject to the cap set forth in Section 2.3.13. The Contractor will be held responsible for the provision of healthcare as described herein, and to absorb costs through the duration of the Contract and any renewal periods. The Contractor is responsible for any and all agreements with local healthcare providers, pharmacies, specialists, etc., and for developing efficiencies and controlling costs.
- 2.1.2. The objective of this contract is to secure a qualified Contractor who can manage and operate a comprehensive health care services program for KDOC offenders and in a cost-effective manner by delivering high quality health care services that meets community standards. Contractor shall comply with and maintain ACA and NCCHC standards as well as maintain ACA and/or NCCHC accreditation status; implement a written health care work plan with clear objectives; develop and implement policies and procedures; comply with all state licensure, requirements and standards regarding delivery of health care; maintain full reporting and accountability to the KDOC; and maintain an open, collaborative relationship with the administration and staff of KDOC and the individual facilities. It is the expectation that the offenders in the KDOC correctional facilities receive appropriate and necessary health care in the least restrictive environment while conserving resources and costs. Services shall be provided in a manner that promotes maintenance of safety in the facility and in the community.
- 2.1.3. KDOC serves a current population of approximately 10,000 adult inmates and 165 juvenile offenders. Most facilities have several separate housing units that require separate clinic operations. A description of the clinic locations and populations served by each clinic is identified in the Facility Population, Infirmary, and Acuity Report (Appendix B).
- 2.1.4. A list of definitions with respect to terms utilized is provided in the document Definitions (Appendix C).

### 2.2. Access to Health Care Services

- 2.2.1. All offenders, regardless of status, shall have unimpeded access to correctional health care services. Contractor's health care staff shall ensure that offenders have access to a level of care commensurate with the severity of the presenting symptoms. If the needed level of care is not available at the facility of residence, timely referral shall be made to another KDOC facility or outside provider in which the necessary care is available.
- 2.2.2. The Contractor shall provide unimpeded access to care that meets the offender's necessary medical, dental, and behavioral health needs. Centurion will institute and monitor the effectiveness of their Escalation Policy through CQI processes to assure offenders have unimpeded access to health/behavioral health services.

### 2.3. Comprehensive Medical Services

- 2.3.1. **Medical Oversight – Responsible Health Authority** The Contractor shall provide a full range of health care services under the supervision of a physician licensed by the Kansas Board of Healing Arts. Administration of the entire KDOC program does not have to be limited to one health care professional. When this authority is other than a licensed physician, clinical judgment rests with a single designated responsible health care practitioner (HCP). The Contractor shall include a copy of the company's organizational chart identifying clinical oversight.
- 2.3.2. **Reserved**

**2.3.3. Standards of Care** The Contractor shall provide services in accordance with the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC) standards, Performance Based Medical Standards (PBMS) for juvenile offenders, and prevailing professional practices. The performance of the Contractor's personnel and administration must meet or exceed standards established by ACA and NCCHC as they currently exist and/or may be amended. In addition, the Contractor shall comply with all established policies outlined in the KDOC Internal Management Policies and Procedures (IMPPs) Manuals as they currently exist and/or may be amended. The Contractor shall identify the clinical criteria utilized to determine necessity for health care and treatment that at a minimum meet the NCCHC Clinical Practice Guidelines (i.e. Internally developed or other national criteria such as the American Academy of Family Physicians Guidelines).

**2.3.4. Nursing Clinical Guidelines**

2.3.4.1. Currently our electronic health records system (EHR) has built into its program a specific set of nursing treatment guidelines or algorithms (RFP, Appendix D). The EHR system has the flexibility to accommodate changes to the Guidelines as improvements are made.

2.3.4.2. Contractor must utilize the following nursing clinical guidelines:

- (a) General Musculoskeletal pain
- (b) Ectoparasites
- (c) Influenza-like Illness
- (d) Dental Pain
- (e) Ear, Nose, and Throat
- (f) MRSA

2.3.4.3. The Contractor must provide and use the following emergent nursing clinical guidelines that include standing orders for emergency medications and or treatments:

- (a) Trauma
- (b) Head Injury
- (c) Intoxication and Withdrawal
- (d) Chest Pain (guideline must include EKG with interpretation (over-read) by a cardiologist within 30 minutes from the time the EKG was sent to the cardiology provider)
- (e) Hypoglycemia
- (f) Seizure/Status Epilepticus
- (g) Emergent Allergic Reaction/Anaphylaxis
- (h) Respiratory Distress
- (i) Suspected Overdose (include the use of Narcan)
- (j) Heat-related Illness
- (k) Post-exposure prophylaxis
- (l) PREA
- (m) Other clinical guidelines as required to provide quality clinical guidance to nursing staff in performance of their patient care duties.

**2.3.5. Consent to Treat/Right to Refuse** Contractor shall obtain appropriate consent to treat prior to performance of treatment. The Contractor shall acknowledge the offender's right to refuse treatment as described by the NCCHC standards. Juveniles have specific rules and regulations regarding consent to treat and right to refuse. Contractor confirms they understand the juvenile's rights and parental consent. In addition, Centurion will obtain separate informed consent from offenders prior to providing any telehealth services.

**2.3.6. Receiving Screening**

2.3.6.1. Nursing staff shall perform receiving and transfer screenings that include both visual and chart reviews on all offenders upon their arrival at each facility and at each unit within a facility if the offender transfer results in a transfer of oversight from one clinic to another. Receiving and transfer screenings are to be performed in compliance with NCCHC and/or ACA current standards for screening.

- 2.3.6.2. In the case of transfers to facilities with less than 24-hour nursing coverage, the main clinic staff, through chart review on the EHR system, shall complete the transfer screening form. The form shall be reviewed, and the offender assessed at the next day nursing staff on site.
- 2.3.6.3. Health care professionals shall refer offenders exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the behavioral health professional staff for further evaluation.
- 2.3.6.4. Health care professionals shall refer offenders presenting with significant clinical findings during the health screening process to the HCP as necessary.
- 2.3.6.5. If an offender is shown to be stable on medications upon admission, the use of formulary exceptions to continue the medications prescribed to offenders prior to admission shall be considered.
- 2.3.6.6. Contractor shall ensure communication occurs between site health care staff regarding patients with complex medical or mental health conditions prior to transfer. Such communication shall be documented in the EHR.

### **2.3.7. Initial Health Assessment**

- 2.3.7.1. An initial health assessment shall be completed by a qualified health care professional within seven (7) days of admission to a KDOC facility.
- 2.3.7.2. Nurses conducting health assessments must be trained and certified by an HCP. The certification may be a certificate of completion issued by the Contractor upon successful completion of training. The Contractor must submit the training curriculum to KDOC for approval prior to implementing. Nurses conducting dental screening/oral cavity screening must be trained and certified by a dentist. The Contractor must submit the training curriculum to KDOC prior to implementing. The Contractor has described in their proposal the health assessment plan to include compliance with NCCHC, ACA standards, and the American Academy of Family Physicians Guidelines on Health Assessments, and should include at a minimum:
  - (a) Review of the receiving screening.
  - (b) Complete history and physical examination.
  - (c) Taking and recording vital signs (including height, weight, pulse, temperature, BMI).
  - (d) Dental screening/oral cavity screening by nursing staff as trained by the dental staff.
  - (e) Vision and hearing screening.
  - (f) Laboratory tests including VDRL, TB Mantoux test, and TB blood test for all positive Mantoux and immune suppressed offenders. The Contractor shall utilize free services offered by the Kansas Department of Health and Environment (KDHE) when available.
  - (g) Gonorrhea and chlamydia testing will be done on all offenders.
  - (h) Pregnancy testing for females under the age of 60.
  - (i) Hepatitis C opt out testing will be offered to all offenders at admission and at the offender's periodic health assessment.
  - (j) HIV opt-in/out testing will be offered to all offenders. The Contractor shall utilize free services offered by KDHE when available.
  - (k) Other tests and examinations as clinically indicated or required by the Regional Medical Director.
  - (l) Review of the results of the health assessment by a physician if a registered nurse completed the health assessment.
  - (m) A plan for follow up and initiation of therapy when indicated.
  - (n) A plan for compliance with NCCHC and/or ACA standards on parole and condition violator health assessments.
  - (o) Full body head to toe examination.
  - (p) Juveniles additionally require BMI, Growth Chart Plotting, and Updated Immunization Review and Administration.

- (q) Intake offenders are to be provided medical treatment plans, wellness plan, and smoking cessation education
- (r) Nursing shall refer offenders presenting with significant clinical findings during the initial health assessment to the HCP as necessary. Referrals shall be completed by a qualified HCP within seven (7) calendar days of the referral.

**2.3.8. Periodic Health Assessments** Contractor shall identify conditions that set the frequency of periodic health assessments as outlined and described in 2.3.7, to include a plan for health assessments annually for offenders with special needs, chronic care, juvenile offenders, and offenders over age 50. At a minimum, health assessments for healthy offenders under age 39 shall be completed every five (5) years, and age 39 to 50 every three (3) years. A computer-generated listing of all adult offenders by birthday month is available at each facility clinic through the OMIS system. A computer-generated listing of all juvenile offenders by birthday month is available at the facility clinic through the JCFS system. A periodic health assessment will not be due if an offender's birth month occurs within 30 days of his initial health assessment.

**2.3.9. Medical Classification System**

- 2.3.9.1. KDOC currently uses the PULHEX classification system to describe the medical and mental health status of the adult offenders. Youth utilize a separate classification. Copies of these forms are provided in Appendix E.
- 2.3.9.2. KDOC will consider the offender's medical and mental health condition when determining housing and facility assignment, consistent with KDOC's mission. All decisions regarding facility and housing assignment shall remain with KDOC.
- 2.3.9.3. The Contractor and KDOC shall share the offender's security classification, medical information and other areas of special care issues on a need-to-know basis as it relates to the medical/mental health status that impact work and housing assignments.

**2.3.10. Non-Emergency Health Care Services/Sick Call**

- 2.3.10.1. The Contractor shall identify a plan that meets NCCHC and/or ACA standards and is responsible to meet the criteria for this section. KDOC has two (2) primary systems for offender access to routine health care.
  - (a) Open sick call allows offenders to report at a specific time to be evaluated for health care concerns without waiting for a scheduled appointment. Open sick call is restricted to specific time frames and then closed outside of those time frames until open sick call time the next business day.
  - (b) Closed sick call allows offenders to submit written health requests that are picked up and then health care appointments are scheduled at a specific time. Qualified health care professionals must gather, review, and prioritize (triage) health requests daily (7 days per week including holidays) at all facilities.
- 2.3.10.2. Offender requests for health care must be triaged daily. Secure Boxes for the purpose of collecting written health requests are in place.
- 2.3.10.3. A face to face encounter for a health request must be conducted for triage purposes by a qualified health care professional or trained health care liaison (when applicable) within 24 hours of receipt of the request. A nursing sick call appointment/assessment, if not done at the face to face encounter, shall occur in a timely manner and in accordance with the patient's clinical status. The sick call appointment shall within 72 of the initial face to face triage encounter.
- 2.3.10.4. Wichita Work Release Facility and Stockton Correctional Facility (NCF – East Unit) do not have health care staff on weekends. A trained health liaison must be available to obtain and review requests in the absence of a qualified healthcare professional in a continuous 24-hour

period. The health liaison shall arrange access to health care as directed by and coordinated with qualified health care professionals at the parent facilities.

- 2.3.10.5. Guidelines for triaging health complaints must be established by the Contractor's health authority and all healthcare staff must be trained in the use of those guidelines.
- 2.3.10.6. Nursing sick call shall be conducted five (5) days per week at all facilities except for adults in restricted housing and juvenile offenders at Kansas Juvenile Correctional Complex.
- 2.3.10.7. Nursing sick call must be held seven (7) days per week for offenders in restrictive housing and for juvenile offenders at Kansas Juvenile Correctional Complex.
- 2.3.10.8. Sick call appointments/assessments for offenders in restrictive housing shall occur within 24 hours of the request in order to minimize the number of transports out of high security areas.
- 2.3.10.9. Daily sick call shall not occur except in an emergency during normal sleep hours of the offenders between 11:00 PM and 3:30 AM.
- 2.3.10.10. Nursing staff must refer offenders to the HCP when an offender presents with the same medical complaint more than twice and has not seen the HCP. However, offenders shall be scheduled at any time prior to two (2) nursing visits when clinically indicated.
- 2.3.10.11. Urgent needs shall be addressed by immediate evaluation and referral to a HCP.
- 2.3.10.12. Nursing clinical encounters shall be conducted in a clinical setting regardless of the offender's housing location. Nursing assessments and treatments will not be done cell-side in restrictive housing.
- 2.3.10.13. HCP clinics shall be on-site, seeing patients a minimum of four (4) hours per week per 100 offenders.
- 2.3.10.14. Facilities with more than 1,000 offenders shall be required to have health care practitioner clinics five (5) days per week.
- 2.3.10.15. Referral to the HCP shall be completed within seven (7) calendar days of the nursing sick call encounter.
- 2.3.10.16. HCP clinics will not be held during the offenders' normal sleep hours between 11:00 PM and 3:30 AM unless emergent.
- 2.3.10.17. HCP sick call shall be held in an appropriate clinical setting. Some facilities have multiple clinical areas in various housing and restricted housing units in order to reduce risks associated with transporting offenders to the main clinics. It is expected that HCP sick call will be done in the assigned clinical areas in restricted housing.
- 2.3.10.18. HCP sick call shall be available regardless of the offenders housing status.
- 2.3.10.19. KDOC has an established co-pay program for adult offenders. There is no co-pay program for juvenile offenders. Per Kansas Administrative Regulation 44-5-115(c), each inmate shall be charged a fee of \$2.00 for each primary visit initiated by the inmate to sick call. A primary visit shall be the initial visit for a specific complain or condition. Inmates shall not be charged for the following:
  - (a) Medical visits initiated by medical or mental health staff.
  - (b) Institution intake screenings.
  - (c) Routinely scheduled physical examinations.
  - (d) Clinical services reports, including reports or evaluations requested by any service provider in connection with participation in the reentry program.
  - (e) Evaluations requested by the Prisoner Review Board.

- (f) Referrals to a consultant physician.
- (g) Infirmary care.
- (h) Emergency treatment, including initial assessments and first-aid treatment for injuries incurred during the performance of duties on a work detail or in private industry employment.
- (i) Mental health group sessions.
- (j) Facility-requested mental health evaluations.
- (k) Follow-up visits initiated by medical staff.
- (l) Follow-up visits initiated by an inmate within 14 days of an initial visit.
- (m) Documentation will occur on the same day of assessment.

2.3.10.20. Multiple co-payments may not be assessed on a single sick call encounter for several complaints/conditions. The Contractor shall track all co-pays as outlined in the Kansas Administrative Regulations and report all chargeable events to the facilities business offices each week.

2.3.10.21. The Contractor shall not limit health complaints to only one issue during a single encounter. It is expected that all reasonably related issues shall be addressed during the visit so the amount of offender movement to and from clinic spaces is reduced. Through Centurion's Informatics and Analytics Department, the contractor will provide dashboards demonstrating the efficacy of the sick call process.

### **2.3.11. Restrictive Housing Medical Services**

2.3.11.1. The Contractor shall conduct nursing sick call for restricted housing offenders seven (7) days per week.

2.3.11.2. If an offender's custody status precludes attendance at a sick call sessions in the main clinic, arrangements must be made to provide sick call services in designated restrictive housing sick call rooms.

2.3.11.3. Referral to the HCP shall be completed within seven (7) calendar days from sick call appointment when a referral is warranted.

2.3.11.4. HCP sick call shall be held in special clinic rooms in restrictive housing to reduce risks associated with transporting restrictive housing offenders to the main clinic areas.

2.3.11.5. Restrictive housing rounds shall be made by qualified health care professionals daily at all restrictive housing units and for all restrictive housing offenders.

2.3.11.6. Restrictive housing sick call and other services shall not occur during routine sleep hours of 11:00 pm to 3:30 am unless emergent.

2.3.11.7. The Contractor shall develop and implement nursing documentation templates in the EHR to document each offender's status as observed/assessed during daily restrictive housing rounds.

2.3.11.8. Upon KDOC notifying healthcare staff that an offender is being placed on restricted housing status, a qualified health professional shall immediately review the health record and will assess the offender within four (4) hours of placement. Healthcare staff will notify appropriate KDOC staff if the offender has health needs that require accommodation.

2.3.11.9. The Contractor will maintain Restrictive Housing Clearance templates in the EHR so that documentation meets current ACA and/or NCCHC standards.

### **2.3.12. Special Needs Clinics/Chronic Care/Special Needs Treatment Planning**

2.3.12.1. The Contractor shall implement its plan for patients with special needs who require close medical supervision and/or multi-disciplinary care, to include Hyperlipidemia, GERD, Diabetes, HIV,



Cardiac/HTN, Seizure, Asthma/COPD, Hepatitis C, cancer patients, frail offenders, pregnant offenders, dialysis offenders, and other cases as outlined in NCCHC and/or ACA standards. Chronic care visits will occur every 90 days although the HCP will see the patient more frequently when clinically indicated. Documentation of the frequency and type of visits, labs, and follow-up shall be entered into the offender health care record on a special needs treatment plan. Any deviation from the chronic care clinical guidelines for the special needs type of patient shall be justified in the health care record. Contractor will utilize their predictive modeling system, Impact Pro to identify, stratify, and track offenders with healthcare issues. By using Impact Pro, they will track healthcare outcomes for patients. This process will help identify and target offenders with unique risk characteristics who would benefit from specific disease and care management programs.

2.3.12.2. Special needs treatment plans shall be developed by a HCP and updated at each HCP chronic care/special needs visit. The Contractor included in its RFP Response, as an attachment, a copy of the Contractor's chronic care manual for KDOC's evaluation. KDOC must approve the Contractor's chronic care guidelines. KDOC may require additional guidelines that need to be developed and implemented depending on the comprehensiveness of the manual. During the lifetime of the contract, additional chronic diseases may be identified by professional healthcare organizations. It is the expectation of the KDOC that the Contractor will develop/implement appropriate guidelines to treat newly recognized diseases. Contractor will support chronic care patient health and behavior change through their Envolve™ Focus On Wellness disease and lifestyle management service which supports chronic care services for patients with complex and/or difficult to manage conditions. This includes the H.E.R. Program for female offenders.

**2.3.13. Hepatitis C** Contractor shall include a plan for diagnosing and treating all patients with Hepatitis C. Opt-out testing for the existing inmate population was implemented in October 2018 and concluded in March 2019. Opt-out testing continues to be offered at admission. Current practice is to treat all priority level 1 and 2 offenders, followed by priority level 3. KDOC's goal is to provide direct acting antiviral (DAA) treatment to 605 offenders in FY 2021, thus eliminating the existing backlog. Current estimates indicate that approximately 500 offenders will require treatment annually thereafter. This is an estimate based on current infection rates at RDU and is not to be interpreted as a cap on the number of offenders who are to be treated. Contractor will assist KDOC in exploring a 340B medication program through their letter of intent with Ellsworth County Medical Center or other entity, supported through telehealth, for patients with HIV and/or HCV as they have successfully continued or implemented 340B medication programs in three other correctional healthcare programs, allowing KDOC to enjoy discounted medication prices. Any cost avoidance obtained through 340B pricing will be passed on directly to KDOC. Contractor will accept full responsibility for any legal fees it incurs at its request for services involved with setting up the 340B program and operationalizing it, demonstrating the commitment to providing 340B to KDOC. KDOC agrees to cap Contractor's annual expenditures for Hepatitis C medications at \$7.5 million as per Contractor's revised pricing proposal.

#### **2.3.14. Emergency Medical Services**

2.3.14.1. Comprehensive emergency services shall be provided to all offenders. Contractor shall make provisions and be responsible for all costs for twenty-four (24) hour emergency medical, behavioral health, and dental care, including but not limited to twenty-four (24) hour on-call services.

2.3.14.2. The Contractor shall participate and be considered as part of the response team for the purpose of making on-site immediate assessments of clinical need in an emergency call. Specialized response training and activities are required. Included in the staffing plan in Appendix F are EMT positions that shall provide emergency coverage twenty-four (24) hours per day, seven (7) days per week. This staff shall be allowed to make the medical restrictive housing rounds. The Contractor will make the EMTs available for extra training in security measures as necessary to work well with the site security team. These individuals would be expected to be the first responder in any facility emergency. When not engaged in emergency activities, the EMT may make medical restrictive housing rounds and may be assigned to the clinic to assist with those duties that are within their scope of practice.

2.3.14.3. Contractor shall supply Narcan for inclusion in Fentanyl exposure kits for the correctional facilities and parole offices and administered by trained KDOC staff in the event of staff or offender exposure.

### **2.3.15. Sexual Assault**

2.3.15.1. Any offender report of sexual assault to health care professionals shall be reported immediately according to KDOC's PREA policy. Offenders who report sexual assault shall be treated for immediate stabilizing health care needs on-site and then transferred to an offsite hospital emergency room for forensic evaluation and treatment. The Contractor shall coordinate all transfers and shall be responsible for payment of all services related to the treatment and evaluation. The Contractor shall be responsible for appropriate follow up for prophylactic treatment per CDC guidelines and referral to behavioral health staff shall be completed upon return to a KDOC facility.

2.3.15.2. Annual and specialized training shall be provided for HCPs, nursing, and behavioral health staff on treatment of sexual assault victims in accordance with KDOC policy and PREA standards.

2.3.15.3. Reports of sexual assaults on juvenile offenders must be reported to authorities as outlined in KDOC's PREA policy.

2.3.15.4. The Contractor shall have on hand a stock of enough prophylactic medications to immediately treat a patient's exposure while waiting for the complete prescription to be obtained from the contracted pharmacy.

### **2.3.16. Prenatal Care/OBGYN Services**

2.3.16.1. Pregnancy tests will be taken immediately upon arrival on intake for female offenders under age 60. Pregnant offenders require close obstetrical supervision and pre-natal care. The Contractor has a written pre-natal program that shall be provided to meet the special needs of the pregnant females. Contractor will ensure provision of MAT services for pregnant women.

2.3.16.2. The Contractor shall provide a plan for pap/breast examinations and mammograms on all female offenders, unless contraindicated by the HCP on a case-by-case basis. The plan is required to be age specific and in compliance with ACA and NCCHC, and American College of Obstetricians and Gynecologists clinical guidelines.

2.3.16.3. Annual mammograms shall be performed on all female offenders over age forty (40) unless contraindicated by the HCP on a case-by-case basis. The Contractor shall implement its mammogram program provided to meet the needs of females less than forty (40) years of age.

2.3.16.4. Topeka Correctional Facility currently houses all adult female offenders and the Kansas Juvenile Correctional Complex houses all juvenile female offenders. The Contractor shall implement its plan to provide OB/GYN services on-site at these two facilities. This requirement will be considered met if the site medical director for these sites is an OB/GYN specialist or family practitioner with OB/GYN experience.

### **2.3.17. Diagnostic/Ancillary Services**

2.3.17.1. Ancillary Services should be performed on-site to the fullest extent possible. Mobile units should be considered when possible. Offsite ancillary services such as laboratory and radiology shall be scheduled in advance whenever possible to allow for adequate notification of the need for transportation. The cost of all offender health-related services shall be the responsibility of the Contractor subject to the cap set forth in Section 2.3.13.

- 2.3.17.2. The Contractor shall be responsible for providing and maintaining all diagnostic services. Standard, non-complex X-Ray services are to be available on-site at each facility's main clinic. Mammography is not on-site but may be provided via mobile services. The Contractor shall provide radiographs by a registered technician, interpretation by a board-certified radiologist and provisions for written reports of all findings and recommendations in a timely manner consistent with community standards. Basic ultrasound services will be provided onsite subject to the interpretation guidelines outlined above. Test results will be documented in the EHR. The HCP ordering the tests will provide documented acknowledgement of the results in the EHR.
- 2.3.17.3. The Contractor shall be responsible for providing a plan for laboratory testing services. Laboratory test results will be documented in the EHR. The HCP ordering the laboratory tests will provide documented acknowledgement of the results in the EHR.
- 2.3.17.4. Any CLIA waived on-site laboratory tests must be approved by KDOC and the plan for provision of such services must outline how the results will be documented in the EHR and acknowledged by ordering HCP. The Contractor is responsible for all staff education and quality measures associated with the proposed CLIA-waived test. The Contractor is responsible for maintaining and posting a current CLIA-waiver in the medical department of each KDOC facility.
- 2.3.17.5. The Contractor shall be responsible for providing a plan to do stat (immediate) laboratory studies when clinically indicated. Results of these studies should be available within four (4) hours. The results shall be entered into the EHR and acknowledged by the ordering HCP.
- 2.3.17.6. The HCP will order laboratory studies as medically indicated. The Contractor shall provide phlebotomy services in a manner that allows for routine laboratory studies to be drawn within 72 hours of the HCP's order.

### **2.3.18. Nutrition and Medical Diets**

- 2.3.18.1. The Contractor shall provide nutritive supplements under the control of the Regional Medical Director (inclusive of all required and/or prescribed maintenance solutions and/or hyper-alimentation products) that are medically prescribed by a licensed physician. This shall include all medically prescribed soluble, insoluble, and other liquid or colloid preparations.
- 2.3.18.2. Special diet orders are required to be written by HCPs. A standard special medical diet program is established between the Contractor and the food service contractor. Any deviation from the special diet orders as described in IMPP 10-119D (Appendix G) shall require written authorization from the Regional Medical Director. KDOC shall be responsible for the cost of all food as prescribed under the standard special diet program outlined in KDOC policy to include those special diet forms requiring Regional Medical Director approval with the exception of those nutritive supplements described in section 4.3.24.1.
- 2.3.18.3. The Contractor shall provide a daily list of all offenders requiring a special medical diet to the food service manager at each facility.
- 2.3.18.4. In addition to the requirements above, special medical diets for juvenile offenders must comply with the federal School Lunch and School Breakfast program and Kansas State Board of Education requirements and regulations.
- 2.3.18.5. All medical diets must be reviewed every 90 days by the HCP for continued medical necessity. If the need for the medical diet has resolved, the HCP will discontinue the prescribed medical diet. If the need remains, the HCP will continue the diet for up to another 90 days.

### **2.3.19. Specialty Services**

- 2.3.19.1. The Contractor shall provide all medical specialty services required to meet the health care needs of the offender population. The Contractor must list services to be

provided through on-site specialty service clinics. At a minimum, the contractor shall provide the on-site services outlined in Appendix H.

### 2.3.20. Telemedicine

- 2.3.20.1. Contractor shall employ or subcontract with qualified health care providers to provide telemedicine services through a telemedicine program that is in accordance with NCCHC and/or ACA Standards. These providers will need to be licensed in the State of Kansas and credentialed through a State of Kansas hospital or clinic unless such licensure is waived by the governing authorities. One (1) telemedicine unit shall be available for specialty services and general care at KDOC facility main units. The maintenance and the upkeep of the telemedicine hardware and software and equipment shall be the responsibility of the Contractor. The Contractor will be responsible for any software licensing associated with use of telehealth equipment with ownership transferred to KDOC at the termination of the contract. Replacement of telemedicine hardware and software will be done at the expense of the Contractor at replacement rate of 25% per year.
  - (a) Within thirty (30) calendar days of the contract award date, the Contractor shall submit to the KDOC a telemedicine plan designed to provide telemedicine services over the term of this contract as appropriate, to improve the efficiency and effectiveness of healthcare service delivery to the inmate population in all KDOC locations. This plan is subject to approval by the Department. The Contractor shall review the plan semi-annually and revise the plan as needed based on analysis of utilization trends and the telemedicine program's goals. A report of the analysis and plan revisions shall be submitted to the Department as requested. Any revision to the Contractor's plan is subject to KDOC approval.
- 2.3.20.2. The Contractor shall be responsible for the installation of a separate secure network infrastructure for all telehealth and telepsychiatry, telephone fees related to telemedicine, and the installation and maintenance of the functioning secure network meeting NIST, CJIS, ITEC, KDOC, and HRSA rules and regulations. The Contractor shall also be responsible for fees associated with regular telephone line services. The Contractor shall be responsible for the operation and functionality of the network with up time of no less than 99.9%.
- 2.3.20.3. The KDOC also seeks to establish a virtual multi-specialty outpatient clinic with the following provider services:
  - (a) Endocrinology, rheumatology, hematology, infectious disease, dermatology, wound care, cardiology, pulmonology, and immunology.
  - (b) The Contractor has submitted a list of contracted telehealth providers, and their respective specialty who either have a Kansas license or a will make a good faith effort to obtain a Kansas license with their proposal. The Contractor will provide a plan to implement these telehealth services within 90 days of the contract start-up.
- 2.3.20.4. The KDOC also seeks a tele-health technology platform and desires pricing that reflects a provided infrastructure.
- 2.3.20.5. The Contractor's HCP shall maintain responsibility for the offender while the offender is in the clinic and the contracted tele-health provider shall assume responsibility for the offender while providing telehealth services.
- 2.3.20.6. Utilizing the existing EHR for viewing documentation and order entry is required. Contractor will utilize/implement Vant4age Point where appropriate.
- 2.3.20.7. Expectation is for completion of all documentation in a timely manner and in keeping with the policies and procedures of the KDOC and NCCHC and/or ACA standards.
- 2.3.20.8. Meet provider or programmatic quality metrics such as: diagnosis accuracy, accepting provider satisfaction with telemedicine services provided, efficient use of time, integration into

workflow, patient presentation skills, proper video etiquette and overall patient satisfaction with telemedicine services.

2.3.20.9. Contractor will meet and expand the requirements of the RFP's Statement of Work regarding telehealth as well as detail on:

- (a) Description of type of device and integration to provide services, online workflow, payments, and health device integration.
- (b) Training and implementation support detail, including whether training is live, or online, individual or group sessions, or online webinars. Also provide detail on training manuals, customizable quick guides, etc.
- (c) Address support protocol, as well as typical support problems, and experienced downtime. Provide how responses are provided (phone, email, text), and response time (assuming one (1) hour is industry standard).
- (d) Experience in implementation of telehealth procedures relative to customization of clinical templates, order sets, documentation templates, medication regimes, etc. as required for cohesive patient and clinician engagement.
- (e) List current or potential barriers to implementing and expanding telemedicine services within any of the KDOC locations.

2.3.20.10. A report on the effectiveness of the telemedicine program goals shall be submitted to KDOC annually and shall include an assessment of the program's efficiency, quality, and inmate satisfaction.

2.3.20.11. The Contractor shall maintain an electronic log documenting the use of telemedicine equipment to include, but not be limited to, the following:

- (a) Physical location of the healthcare provider providing the telemedicine service.
- (b) Date and time of service.
- (c) Reason for equipment's use, including the specific medical service (e.g., dermatology consult, in-service).
- (d) Inmate name and KDOC offender number.
- (e) Contractor's medical staff participants.

### **2.3.21. Health Education**

2.3.21.1. The Contractor shall identify and provide patient education through use of materials such as written pamphlets, drug profile information, internet information, and videos. These materials shall be utilized by nursing during routine health related contacts. Annual wellness fairs shall occur at each facility for offenders. The KDOC reserves the right to request the Contractor develop and implement new offender education materials to address needs that arise during the life of the contract.

### **2.3.22. Food Service Screenings**

2.3.22.1. The Contractor, upon request, shall provide authorized KDOC personnel information concerning the health status of prospective food service workers and shall conduct health clearance examinations for such offenders. The Contractor shall complete periodic food service clearances for food service workers in compliance with ACA and/or NCCHC standards.

2.3.22.2. The Contractor shall perform clearances for contract food service staff via a cursory screening questionnaire. The screenings shall be completed in accordance with NCCHC and/or ACA.

### **2.3.23. Dialysis Services**

2.3.23.1. Dialysis services are provided at the Topeka Correctional Facility and Lansing Correctional Facility. The average dialysis patient daily census at LCF is eight (8) and the average daily

TCF dialysis census is one (1). The Contractor shall provide its proposed dialysis program.

2.3.23.2. The Contractor shall identify and provide all on-site and off-site peritoneal and/or hemodialysis services, supplies, equipment, and other related expenses. The Contractor shall demonstrate the ability to provide for on-site dialysis services. The Contractor shall provide a board-certified nephrologist to supervise all dialysis services. The nephrologist shall make on-site visits to LCF at a minimum of every six (6) weeks. TCF dialysis patients shall be transported by KDOC to LCF for nephrology consults at LCF.

2.3.23.3. The Contractor is responsible for developing and maintaining a renal dialysis Quality Improvement and Infection Control Program to include accountability of sharps and waste management.

#### **2.3.24. Infirmiry Services**

2.3.24.1. The Contractor included in their proposal a detailed plan for infirmiry services. The acuity level and description can be found in Appendix B. In operating the infirmiries, the following shall be used as a minimum guideline:

- (a) HCP on call twenty-four (24) hours per day, seven (7) days per week, for infirmiry consultation.
- (b) HCP documented on-site rounds daily (5 days per week) on each patient in the occupied infirmiry. Smaller minimum facilities may use telehealth.
- (c) Supervision of the infirmiry shall be by a registered nurse on duty on-site twenty-four (24) hours per day, seven (7) days per week.
- (d) A minimum of one (1) registered nurse is staffed in the occupied infirmiry twenty-four (24) hours per day, seven (7) days per week.
- (e) Documented nursing infirmiry rounds are completed at a minimum of once per shift.
- (f) One licensed nurse in the infirmiry at all times for every ten (10) patients. If the acuity of the patient load requires more staffing the Contractor must add the staffing as needed.
- (g) A patient may be placed in the infirmiry by a RN for nursing observation for a period of time up to 23 hours. If the patient is stable and the issue resolved at the end of 23 hours, the nurse may release the patient back to his regular housing assignment. If the patient is not stable or the issue is unresolved, the RN will contact the HCP for further orders.
- (h) A patient may be admitted to the infirmiry only by an HCP. If the HCP admits a patient to the infirmiry, an admission note and treatment plan/orders will be entered in the EHR. The admission note will clearly document the reason/diagnosis for the admission. The completed physical examination does not replace the admission note.
- (i) An HCP shall complete a physical examination of all offenders admitted to any infirmiry within twenty-four (24) hours of the offender's admission to the infirmiry (during weekdays, 72 hours on the weekend). The medical history and physical evaluation shall be documented in the EHR system.
- (j) All infirmiry patients must be within sight or sound of a staff person (call lights and sound monitors are in place).
- (k) When a patient's health care issue has been resolved, the patient will be discharged by the order of the HCP. The HCP will enter a discharge note that includes but is not limited to the summary of care provided, disposition of the patient upon release, and a discharge diagnosis. A follow-up visit will be scheduled with the HCP to occur within seven (7) calendar days.
- (l) A manual of infirmiry nursing care procedures is available. The Contractor has submitted a manual of infirmiry nursing care procedures with their proposal. The infirmiry manual will be updated annually.
- (m) Negative airflow isolation rooms shall be routinely monitored to ensure appropriate air exchanges are maintained in accordance with Center for Disease Control guidelines. KDOC shall perform quarterly checks and provide routine maintenance. Contractor shall perform daily checks for unoccupied rooms and checks each shift when

occupied with isolated offenders. If Contractor's finds that the negative air flow is not circulating correctly, they will notify the KDOC in writing of their finding. If KDOC has not corrected the problem within 72 hours, Contractor can arrange for a professional air-handling vendor to assess/correct the problem and submit the invoice for those services to KDOC for reimbursement.

### **2.3.25. Off-site Hospital Care**

2.3.25.1. The Contractor shall obtain routine outpatient/inpatient hospitalization services from health care providers who meet the health care requirements of the offender. When off-site hospitalization and/or specialty hospital services for an offender is required, Contractor shall be responsible for the arrangement and payment of all hospital care and related health care expenses within 120 days of service.

2.3.25.2. The Contractor shall review the health care status of offenders admitted to outside hospitals daily to ensure that the duration of the hospitalization is no longer than medically indicated. Contractor shall provide each facility warden and the Director of Health Care Compliance with a weekly health status report of all hospitalized offenders from that facility. Contractor shall provide the health care compliance office with a daily health status report of all hospitalized offenders from all KDOC facilities. This may be done via conference call.

**2.3.26. Assisted Daily Living Unit (ADL unit).** The KDOC currently houses special needs patients requiring some form of ADL assistance in the infirmary and throughout all KDOC facilities in housing units equipped to handle the offender's needs.

### **2.3.27. End of Life Program**

2.3.27.1. Offenders diagnosed with an illness in an advanced stage, where curative therapy is no longer indicated, shall be eligible for the end-of-life program. The Contractor shall provide a comprehensive end-of-life program that includes:

- (a) Medically directed care.
- (b) Interdisciplinary plan of care development.
- (c) Family involvement.
- (d) Training and use of offender volunteers.
- (e) Treatment of pain and non-pain symptoms.
- (f) Patient education.
- (g) Counseling.
- (h) Alternative housing.
- (i) End-of-life program is a certified program based on established hospice correctional guidelines.

**2.3.28. Outpatient Surgery/Ambulatory Services.** The offsite health care services are a necessary part of the offender health care services. These processes include, but are not limited to, specialty ambulatory clinics, outpatient one (1) day surgeries, and specialist offsite procedures and diagnostic testing.

## **2.4. Transportation and Security**

### **2.4.1. Off-site Transportation**

2.4.1.1. Transportation of offenders for off-site services or transfer to another KDOC facility shall be the responsibility of the KDOC, except when transportation requires travel by emergency vehicle. The Contractor shall provide a documented emergency transportation services plan. Such ambulance and/or advanced life services shall be by pre-arranged agreement. All costs related to these specialty transportation services are the responsibility of the Contractor.

- 2.4.1.2. Offenders considered for functional incapacitation or parole release requiring ambulance services will remain the transport responsibility of the Contractor until they arrive at the specialized facility designated for their ongoing care. The Contractor shall be responsible for the cost of any medical transport vehicle costs for functionally incapacitated offenders needing transport.
- 2.4.1.3. The Contractor shall be responsible for health care services to those offenders in transit between facilities and throughout the state while under the supervision of the KDOC. This includes services to offenders being transported to and from a facility work release or private industry employment location.
- 2.4.1.4. The Contractor shall coordinate the scheduling of off-site services from KDOC facilities to community providers with the facility transportation supervisor as designated by the warden.
- 2.4.1.5. When deemed necessary by the Secretary of Corrections for the safety and orderly operation of KDOC facilities, KDOC may place offenders in contract beds both within the state of Kansas and out-of-state. Contractor shall screen those individuals being considered for contract bed placement for chronic or other medical conditions that might preclude the safe housing of the offender in a contract facility and provide a summary of that documentation to the KDOC contract bed coordinator so that appropriate decisions can be made regarding placement. Any onsite care the contract facility provides to its own offenders will be provided to the KDOC offenders. Any offsite care required for the health of a KDOC offender housed in a contract facility shall be coordinated with Contractor and the Contractor will be responsible for the costs of such care, including emergent care, unless otherwise covered by the contract between KDOC and the contract facility and subject to the cap set forth in Section 2.3.13. For medically necessary offsite care that is not emergent, the Contractor may request the KDOC to return the offender in need of care back to an appropriate KDOC facility so that they can assess the need for and arrange the offsite care as clinically indicated.

#### **2.4.2. Security**

- 2.4.2.1. KDOC shall provide security and security procedures to protect the Contractor's equipment as well as KDOC medical equipment. The Contractor shall ensure that the Contractor's staff adheres to all policies and procedures regarding transportation, security, custody, and control of offenders.
- 2.4.2.2. KDOC shall provide security escorts to and from clinic appointments whenever necessary as determined by security regulations and procedures outlined in KDOC policy.

### **2.5. Comprehensive Dental Services**

#### **2.5.1. General Dental Services**

- 2.5.1.1. The Contractor shall identify, plan and provide for all on-site general dental services. The Contractor shall also provide on-site oral surgery services. The Contractor shall be responsible for dental emergencies per established medical protocol.
- 2.5.1.2. The Regional Dental Director shall be responsible for providing clinical oversight regarding off-site dental referral services.
- 2.5.1.3. Dental screenings shall be conducted by nursing staff upon arrival on admission to KDOC as compliant with NCCHC and/or ACA standards.
- 2.5.1.4. Parole violators and conditional release violators shall be provided a dental examination by a dentist within thirty (30) days of admission if the last examination was completed more than one year from re-admission date.



- 2.5.1.5. Contractor shall provide dental examination and instruction in oral hygiene within thirty (30) days of admission for all newly admitted offenders to KDOC in compliance with NCCHC and ACA standards.
- 2.5.1.6. Contractor shall provide dental examination and instruction in oral hygiene during the birthday month for all offenders every two (2) years unless required more frequently by NCCHC and/or ACA standards for dental care.
- 2.5.1.7. Contractor shall provide dental treatment, not limited to extractions, in accordance with a treatment plan based upon established priorities that in the dentist's judgment are necessary for maintaining the offender's health status.
- 2.5.1.8. Referral to dental specialists are to be provided as needed.
- 2.5.1.9. Contractor shall provide emergency dental care.

## **2.5.2. Dentures**

- 2.5.2.1. The Contractor shall be responsible for dentures for offenders requiring dentures for mastication.
- 2.5.2.2. Dentures shall be provided by the Contractor and paid for by the offender when requested for cosmetic purposes only, as allowed by time and approved by the Regional Dental Director.
- 2.5.2.3. Replacement dentures shall be provided by the Contractor and paid for by the offender for dentures that are lost or damaged within five (5) years of the original issued denture.
- 2.5.2.4. Replacement of dentures shall be the responsibility of the Contractor if the original dentures are required for mastication and the lost or damaged denture is older than five (5) years.
- 2.5.2.5. The Contractor shall purchase all medically necessary dentures from the Kansas Correctional Industries' (KCI) denture laboratory at Topeka Correctional Facility. The price of the dentures includes shipping to and from the sites to the denture laboratory. The Contractor is responsible for the costs of materials required to make casts, molds, and impressions that are sent to the denture laboratory for the manufacture of the final product. If dentures are cosmetic and/or an offender is paying for them, he/she may designate the dental department to have the dentures manufactured at an alternative laboratory. In the event KCI is unable to fulfill orders, the Contractor may utilize another vendor with approval from the Director of Health Care Compliance.

## **2.6. Comprehensive Behavioral Health Services**

- 2.6.1. The Contractor shall provide comprehensive, evidence-based behavioral and mental health services and programming that meet the needs of the total offender population. These services are to be provided from the point of entry to a facility through re-entry to the community following discharge. This is to include immediate and ongoing treatment for those with an established history of behavioral health needs, as well as a means to assess and provide treatment at any point during an offender's incarceration whether or not they have had any prior history of services. The Contractor shall meet or exceed the standards of care as established by ACA and/or NCCHC for behavioral health care (and shall remain current as standards change over time). Behavioral health specialized housing units can be found in Appendix I. The following services are to be provided at all facilities:
  - 2.6.2. Screening upon intake (inter-or intra-system transfers), with follow-up assessments as necessary.
  - 2.6.3. Outpatient, individualized services, to include but not be limited to:
    - 2.6.3.1. Procedures for obtaining and documenting informed consent

- 2.6.3.2. Routine assessments that lead to behavioral health diagnoses and appropriate classifications.
  - 2.6.3.3. Prompt assessment of emergent offender needs through mental health sick call.
  - 2.6.3.4. Individualized treatment planning.
  - 2.6.3.5. Psychiatric treatment and monitoring, including the prescribing and availability of appropriate psychotropic medications.
  - 2.6.3.6. The provision of evidenced-based group therapy.
  - 2.6.3.7. The provision of evidenced-based individual therapy.
  - 2.6.3.8. Crisis assessment and interventions.
  - 2.6.3.9. Intensive services for offenders in restrictive housing.
  - 2.6.3.10. A referral process for individuals whose service needs exceed the capability/design of the facility to which they are assigned.
- 2.6.4.** Contractor shall coordinate with KDOC discharge planning staff for services to provide continuity of care between the facility and community, to include the involvement of correctional staff (e.g., probation and parole) as appropriate. Contractor shall provide all KDOC discharge planners and Central Office Reentry staff overseeing discharge planning work and preparing benefits applications including the SOAR Specialist full access to EHR, including edit access. Contractor will ensure the efficient transfer of appropriate medical and behavioral health information to the discharge planners to enable proper continuity of care for offender release planning.
- 2.6.5.** Multidisciplinary teams that include behavioral health, medical, nursing, team management, security and others as clinically indicated.
- 2.6.6.** Specialty care appropriate to the facility population:
- 2.6.6.1. Treatment for female offenders that is comparable to that offered to males, but which addresses the unique and specific needs of the female population. Contractor's female programs will reflect gender responsiveness and trauma-informed care.
  - 2.6.6.2. Treatment for juvenile offenders that address developmental as well as general behavioral health needs.
  - 2.6.6.3. Specialized programs focusing on reintegration for the LCF TRU, LCF TRU-II, EDCF IRU, TCF MH Unit, and KJCC MH Unit.
  - 2.6.6.4. Specialized programs for offenders who are placed at facilities for geriatric, cognitively impaired, intellectually disabled, or for offenders with dementia (EDCF Oswego, WCF, TCF) including mental health therapy and activity/recreational therapy services.
- 2.6.7.** A continuous quality improvement (CQI) program that relates specifically to the identified behavioral health needs or issues at each site, as well as inclusive of general monitoring of common CQI elements throughout the state.
- 2.6.8. Mental Health Screens**
- 2.6.8.1. Upon entry to any facility, all offenders will receive a mental health screen by a mental health trained or qualified mental health care provider to identify emergent mental health concerns as well as relevant mental health history.
  - 2.6.8.2. The screen includes a file review as well as face-to-face interview.
  - 2.6.8.3. The following must be included as part of the screening process, with documentation of the findings made by the screener:
    - (a) Current suicidal ideation or a history of suicidal behaviors.

- (b) Current or recent prescription(s) of psychotropic medication(s). Offenders that present with a current prescription for psychiatric medications, are to be referred to psychiatric staff for a medication evaluation (to be completed within 72 hours of the referral).
- (c) Current or recent reports of, or treatment for mental health problems.
- (d) Any history of inpatient or outpatient mental health treatment.
- (e) Recent pattern of alcohol or substance use, as well as any history of substance used disorder treatment.
- (f) A report of the appearance and behavior of the offender, including level of consciousness, any evidence of abuse or trauma, any displayed or suspected symptoms of psychosis, depression, anxiety or aggression.
- (g) Offenders exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others are to be immediately referred to the behavioral health staff for further assessment.
  - (1) For emergent issues, an assessment is to be completed as soon as possible (within 1-hour).
  - (2) Offenders who self-report (or have a known history within the preceding two years of) suicide attempts, non-suicidal self-injury, psychiatric hospitalizations or having been prescribed psychotropic medications, shall be referred to the behavioral health staff for further review as a non-emergent referral.
  - (3) For non-emergent issues with adults, a face-to-face assessment is to be completed the same day, when possible, but no later than 24-hours after the identification of the issue.

#### **2.6.9. Intra-system Transfers and Receiving**

- 2.6.9.1. Any currently incarcerated offender being transferred, who has been receiving behavioral health treatment or is prescribed psychotropic medication, will have a brief review and synopsis of their care communicated to the appropriate behavioral health staff at their destination site, prior to their transfer
- 2.6.9.2. All offenders received who have been receiving behavioral health treatment or have been prescribed psychotropic medication will have their behavioral health record reviewed by behavioral health staff within twelve (12) hours of arrival at their destination site to ensure continuity of care. Appointments and follow-up care will be made to ensure ongoing care with the least interruption (including the ongoing prescribing and receiving of psychiatric medications as well as individual therapeutic interactions). As part of the nursing screen completed for all transferred offenders, nursing staff will make appropriate mental health referrals based on patient dispositions during the receiving screening.

#### **2.6.10. Behavioral Health Appraisals**

- 2.6.10.1. All offenders admitted to any facility as parole-, post release-, or condition-violators ("PV &/or "CV") will have a behavioral health appraisal completed within fourteen (14) days of admission, unless one was completed within the preceding ninety (90) days. The appraisal shall include at a minimum:
  - (a) Review of the offender's most recent mental health screening and RDU report.
  - (b) Intake interview and a review of any new file or correctional information to determine any changes from the most recent RDU report.
  - (c) A written summary of the above interaction and reviews with recommendations for follow-up treatment or programming needs, or a follow-up mental health evaluation.

#### **2.6.11. Mental Health Evaluations**

- 2.6.11.1. Offenders referred either internally (i.e., through the Behavioral Health Appraisal process) or from the RDU as needing further mental and behavioral health services, shall receive a mental health evaluation within fourteen (14) days of the referral or arrival at the facility.

- 2.6.11.2. At a minimum, the evaluation shall include a review of the screen, appraisal and/or RDU report, and direct observation of the offender's behavior, completion of a clinical interview, and the collection and review of additional data (as appropriate) which may include further personality, intellectual, developmental or functioning assessments/tests, compilation of the individual's mental health treatment history, and development and implementation of a treatment plan, or the review and update of an existing treatment plan to address the identified needs, and which includes all appropriate professions involved in the individual's mental health treatment.

#### **2.6.12. Mental Health Classifications**

- 2.6.12.1. Mental health classifications shall be assigned within fourteen (14) days of admission to any facility and updated at least once every 120 days.
- 2.6.12.2. Mental health classifications shall be reflective of any facility or unit restrictions based on medication issues and overall level of mental health functioning. The Contractor shall utilize the KDOC classification systems and determine each offender's mental health treatment needs, housing and placement needs, employability limitations, functional ability limitations, and referral to treatment as indicated. The Contractor will also incorporate the age of offender, mental illness, cognitive disability, and intellectual disability in the mental health classification.
- 2.6.12.3. The Contractor's classification report (via the EHR) must interface and update the classifications into the OMIS/JJIS system.

#### **2.6.13. Mental Health Sick Call**

- 2.6.13.1. The Contractor shall provide a process by which offenders can request mental health services on a daily basis.
- 2.6.13.2. Requests are to be triaged by a mental health trained or qualified mental health care provider within 24-hours of being received, with the results of the triage being documented (determination of the request as being emergent, urgent or routine, and the disposition – referral or appointment made, or the offender seen).
- 2.6.13.3. A priority system for requests should be provided that has emergent and urgent requests being seen as soon as possible, and routine requests being seen within the same or next business day.
- 2.6.13.4. Mental health sick call shall be held in a clinic setting, at least five days per week at each facility.
- 2.6.13.5. Requests for psychotropic medications or when a referral for a psychiatric medication review/assessment is indicated, referrals to psychiatry staff or a psychiatric nurse shall be completed within seven days from the sick call appointment unless the referral is considered emergent or urgent. Emergent/urgent referrals shall be seen by psychiatry staff within 72-hours of the referral.
- 2.6.13.6. There are no co-pays for mental health sick call.

#### **2.6.14. Crisis Intervention**

- 2.6.14.1. The Contractor shall ensure that crisis intervention services are available twenty-four (24) hours per day, seven (7) days per week. The following are the minimal expectations:
- (a) Each facility is to have behavioral health staff available via an on-call schedule prepared at least monthly, with staff able to respond and report to the facility within one hour of being called.

- (b) Monthly on-call schedules are prepared to provide psychiatric coverage via telephone, telehealth, or in-person visits within fifteen (15) minutes of being contacted by a site or behavioral health staff.
- (c) Staffing coverage at a Master's level will be provided at a minimum of sixteen (16) hours per day, on-site, seven days per week at EDCF, HCF, KJCC, LCF, and TCF to assess, treat and collaborate with nursing and other staff as appropriate on the provision of care for any offender on crisis status. During the daily review of individuals on crisis level monitoring, psychiatry shall be actively involved (via telephone, tele- psych, or in-person) to determine the appropriate crisis level (remain the same, increase or decrease) for each offender.
- (d) Staffing coverage at a Master's level will be provided at a minimum of eight (8) hours per day, on-site, Monday through Friday at ECF, EDCF-Oswego Unit, LCMHF, NCF and WCF, to assess, treat and collaborate with psychiatry, nursing, and other staff as appropriate on the provision of care for any offender on crisis status.
  - (1) Offenders on crisis status over the weekends and/or holidays at these facilities are to be seen by nursing staff each day, consulting via telephone with the on-call behavioral health staff regarding their status or need for more specialized assessment/intervention. The review and results of the consultation are to be included as part of the nursing staff's documentation.

2.6.14.2. When responding to crisis situations and ongoing crisis reviews, staff shall actively collaborate with security, the unit team, nursing and other staff as appropriate to provide a consistent, unified approach in de-escalating the situation and resolving the symptoms and/or behaviors that precipitated the crisis.

#### **2.6.15. Inmate Companion Program**

- 2.6.15.1. The KDOC has implemented an inmate companion program to supplement the oversight and supervision of offenders placed on crisis level supervision.
- 2.6.15.2. At sites where the inmate companion program is active, the Contractor's behavioral health staff will be required to work cooperatively with KDOC staff in implementing the following:
  - (a) Complete file reviews and individual interviews of offenders who have been nominated for, or applied for inclusion in the program as a companion.
  - (b) Completion of a brief report concerning the suitability of each candidate reviewed for the program.
  - (c) Provide training in "Mental Health First Aid" (4 hours) and "Suicide Prevention" (2 hours) for offenders enrolled in the program.
  - (d) Regularly attend and participate at meetings of the Offender Companion Program Committee.
  - (e) Provide debriefing services for the offender companions within 24 hours of being notified of a companion's use (to debrief on any issues, concerns or trauma related processes that arose as a part of the offender's work).
  - (f) Maintain statistical information regarding the number of reviews/interviews, training, and debriefings completed, with the results compiled on a monthly basis and provided to KDOC and/or the contract monitors.

#### **2.6.16. Mental Health Special Needs Clinics / Special Needs Treatment Plans**

- 2.6.16.1. The Contractor shall include a plan to provide oversight and care for offenders presenting with severe & persistent mental illnesses (SPMI), as well as others who are identified as needing special monitoring and a multi-disciplinary approach to care, through special needs clinics that include at a minimum:

- (a) The development, implementation and maintenance of special needs treatment plans that conform to professional standards and:
- (1) Are developed and implemented within fourteen (14) days of the RDU report being completed, or within fourteen (14) days of the mental health need having been identified/diagnosed.
  - (2) Are individualized with input from the offender and multi-disciplinary team (MDT).
  - (3) Include strengths as well as targeted symptoms and/or behaviors.
  - (4) Include short- and long-term goals, the methods and interventions by which these goals will be pursued, the frequency of meetings to implement the methods and interventions, and the individuals responsible for the oversight of each goal.
  - (5) Are inclusive of all aspects of mental health care, including psychiatry, individual/group psychotherapy, psycho-educational activities, therapeutic recreation/activities, and other specialties/treatments as individually indicated.
  - (6) Are reviewed and updated at least once every ninety (90) days.

2.6.16.2. Regular meetings with a behavioral health professional as specified in the offender's treatment plan, but no less than at least once every thirty (30) days, whether or not the offender agrees to comply with treatment recommendations.

2.6.16.3. Regular meetings with psychiatric staff for offenders prescribed psychotropic medication(s). These meetings shall occur no less than once every ninety (90) days (or more often if indicated in the treatment plan), except for juvenile offenders and offenders in specialty programs (TRU, IRU, TCF MH Unit) who shall be seen no less than once every thirty (30) days.

2.6.16.4. Regular meetings of the MDT at least once every ninety (90) days.

2.6.16.5. Skills training to assist with daily functioning within the correctional setting.

#### **2.6.17. Restrictive Housing Services**

2.6.17.1. The Contractor shall provide for the ongoing provision of treatment for offenders in restrictive housing who were receiving services prior to their entry, as well as specialty services specific to the restrictive housing population. This is to include, but not be limited to:

- (a) Upon admission to restrictive housing, a mental health restrictive housing screening shall occur by a qualified health care professional. All offenders shall receive a screening by a behavioral health professional within twenty-four (24) hours of placement into restrictive housing.
- (b) Restrictive housing rounds shall be made by behavioral health staff, with documentation occurring in the EHR at least once each week, at the following minimum intervals:
  - (1) Daily rounds Monday through Friday, at EDCF, HCF, KJCC, LCF, and TCF.
  - (2) Weekly rounds at all other facilities' restrictive housing units (except for offenders with SPMI or SMI, who shall be seen daily, Monday through Friday, by behavioral health staff at these facilities).

2.6.17.2. Mental health special needs clinics and treatment planning shall occur with offenders in segregated living areas. To meet the need for active treatment when offenders cannot access group programming due to RHU status, Contractor will utilize their Taking a Chance on Change (TCC) program. The TCC is a comprehensive, structured, self-paced in-cell psychoeducation program focused on criminogenic thinking and behavioral change.

- 2.6.17.3. The Contractor shall identify a plan and is responsible for mental health sick call for restrictive housing offenders to be held seven days per week at EDCF, HCF, KJCC, LCF and TCF.
- 2.6.17.4. If an offender's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of confinement.
- 2.6.17.5. Mental health sick call shall be held in special clinic rooms in restrictive housing whenever possible to reduce risks associated with transporting restrictive housing offenders.
- 2.6.17.6. Crisis intervention services, to include coordination and interactive multi-disciplinary treatment team planning with security for all offenders presenting with suicide risks.
- 2.6.17.7. Behavioral health staff shall work as part of the Restrictive Housing Review Board's team to perform the following, at a minimum:
- (a) Make recommendations regarding the need for alternative placement for offenders with mental illness and/or developmental disabilities.
  - (b) Make recommendations regarding whether offenders in restrictive housing are to be included in a behavioral management program, or if they would benefit from being admitted to the Individualized Reintegration Unit (or if already at IRU, in the special restrictive housing management program).
- 2.6.17.8. Develop a program plan for transitioning out of restrictive housing for offenders with mental illnesses, who are at high risk for returning to restrictive housing as well as to assist those in extended restrictive housing (longer than 30 days) to return to a transition setting and eventually general population. Regional behavioral health staff shall provide restrictive housing treatment development support as well as guidance relating to offender placement and transfers
- 2.6.17.9. It is expected that all behavioral health restrictive housing rounds as outlined in section 2.6.17.1(b) shall be completed on all KDOC restricted housing offenders.

**2.6.18. Continuum of Mental Health Care and Specialized Housing Units.** A continuum of mental health services is available to all offenders. The continuum encompasses close supervision and treatment of offenders presenting with acute needs through those needing only outpatient or occasional services.

- 2.6.18.1. Specialized Housing Units & Services
- (a) Mental health housing units have been established for adult male offenders with active symptoms of SPMI, SMI or serious concerns associated with MI symptoms, intellectual disability issues or other cognitive/neurocognitive issues.
  - (b) An Individualized Reintegration Unit (IRU) has been established at the El Dorado Correctional Facility (EDCF) for offenders with high acuity symptoms, as well as a step-down process for those needing a more intense, residential type of program. This consists of up to 64 beds for the highest acuity needs and up to 128 additional beds for the residential/reintegration program.
  - (c) At the Lansing Correctional Facility, up to 284 beds have been provided for the Treatment and Reintegration Unit (TRU), which also features a residential level reintegration unit (up to 110 beds) and a more intensive outpatient focused program (the remaining TRU beds).
  - (d) For the female offenders, up to 26 beds are available at TCF to provide services for high acuity and transitional mental health services.
  - (e) At KJCC up to 15 beds are available to be used to address serious behavioral and mental health concerns.

- (f) For each of the program presented above (as well as for the cross-transfer process and associated continuity of care) the Contractor shall identify, the following minimum details:
- (1) A proposed treatment process that encompasses evidenced based group therapy (the minimum number of groups, types/content of groups, frequency of groups), individualized treatment planning, monitoring and therapy services (including a process for working with offender resistant to group or individual therapy), medication monitoring and education (the processes by which medication compliance is to be monitored and shared with the treatment team) and a reintegration/re-entry process for transfers or discharges from the system.
  - (2) The dual-diagnosis treatment process for offenders presenting with both substance use issues in addition to their SPMI/SMI/MI symptoms.
  - (3) A process whereby a weekly meeting occurs making transfer recommendations to/from high-acuity and transitional/reintegration units. Documentation of this meeting shall occur and be maintained and available, to demonstrate that ongoing continuity of care, as well as important clinical information, has been shared across facilities prior to and after transfers.
  - (4) The process by which offenders who refuse to participate in the usual programmatic courses remain supported and are provided services necessary for their mental health care, and are encouraged to complete/be involved in their treatment and ongoing care.
  - (5) The method by which continuous quality improvement tracking shall be implemented and maintained to address, at a minimum:
    - (a) The effectiveness of the individualized treatment plans and multi-disciplinary process.
    - (b) The post-transfer/transition tracking to monitor for treatment success and recidivism (returning to a higher level of treatment) for program review, feedback and revision.
    - (c) Reviews, at least annually, of the programmatic structure, offered group and individual therapies, any necessary treatment adjustments and recommended staffing levels based on the preceding year's (and anticipated next year's) acuity and actual treatment milieu.

#### 2.6.18.2. Activity and Recreational Services

- (a) The Contractor shall include a comprehensive plan for activity and recreational services at EDCF, KJCC, LCF, HCF and TCF.
- (b) Activity & Recreational therapists (ART's) shall have at least a bachelor's degree in an appropriate activity therapy field (this is preferred, e.g., recreation, art or music therapy) or in a behavioral health related field (e.g., psychology, social work, counseling).
- (c) The services are to be provided under the direction of independently licensed behavioral health staff, and are to provide purposeful, goal-oriented activities that teach and facilitate skills in: assertiveness, independent living (including time management, management of medication, & health promotion), promoting individualized interests and pursuits, interpersonal and social skills, stress management, activities of daily living (e.g. hygiene), exercise, build job skills, and skills-building activities as directed by the behavioral health staff.
- (d) The Contractor shall provide a list of all activity and recreational services programs/topics and include percentage of anticipated use. The Contractor shall identify what training will be provided to all activity and recreational services staff for them to deliver recovery based, skills building strategies.

#### 2.6.18.3. Sex Offender and Substance Use Treatment for the Juvenile Offender Populations.

- (a) The Contractor shall provide sex offender and substance abuse treatment programs for juvenile offenders. The programs shall include:



- (1) Screening and assessments allowing youth to be matched with interventions that meet their identified need and risk level.
- (2) The levels of treatment provided, what type of treatment modalities utilized, and frequency of anticipated visits at each treatment level.
- (3) Discharge assessments and recommendations for the juvenile offender upon release.
- (4) The collection of outcome data to enhance programming and methods utilized to collect outcome data.

## **2.6.19. Services to be Available at all Facilities, Including the Specialized Mental Health Programs**

### **2.6.19.1. Group Therapy**

- (a) Identify the process by which the minimum number of groups identified in Appendix J for each facility shall be provided. The groups shall include, but not be limited to the following:
  - (1) Core groups with modularized interventions taken from evidence-based practices, designed specifically for justice-involved adult and juvenile offenders with mental illness addressing: medication adherence, criminogenic risk factors, addictive behavior, trauma-informed interventions (i.e.: Seeking Safety), and managing stress and anger in healthy ways using mindfulness-based techniques. The Contractor shall provide samples of learning objectives, homework assignments for each module, and outcome assessments.
  - (2) Thinking for a Change (T4C) group for the adult serious mental illness (SMI) populations which includes having staff trained in T4C and co-facilitating T4C groups including in partnership with KDOC program providers.
  - (3) A process by which group offerings are reviewed and updated at least annually, with new group or major revisions being developed and submitted for review and approval by the office of healthcare compliance.
  - (4) Dual diagnosis groups.
  - (5) Restrictive housing program with consideration for remote video group (tele-health) capabilities.
  - (6) An open-ended group therapy program that allows offenders to have immediate access to treatment and prevent waiting lists.
  - (7) It is expected that all mental health group sessions shall be completed and documented as required by this contract.

### **2.6.19.2. Psychiatric Services and Psychotropic Medication**

- (a) The Contractor shall develop a full range of therapeutic treatment protocols for offenders needing psychiatric medication and services. The plan shall include, but not be limited to:
  - (1) Monthly on-call schedules are prepared to provide psychiatric coverage via telephone, telehealth, or in-person visits within fifteen (15) minutes of being contacted by a site or behavioral health staff.
  - (2) Psychiatric evaluation of offenders referred by medical or behavioral health staff within seven (7) days for routine cases and within seventy-two (72) hours for urgent cases, which are not psychiatric emergencies. Emergency psychiatric referrals shall be addressed within four (4) hours.

- (3) The psychiatrist shall see non-emergency, newly admitted offenders on psychotropic medications within seventy-two (72) hours.
- (4) The Contractor shall provide a psychiatrist to routinely interview and examine offenders on psychotropic medications often enough to monitor potential relapses and medication side effects. Psychiatric medication evaluations shall occur at a minimum of every ninety (90) days in general population units and at a minimum of every thirty (30) days within mental health units.
- (5) All offenders who are prescribed psychotropic medications shall be offered the opportunity to attend a psycho-educational group provided by qualified behavioral health and/or nursing staff. The focus of the psycho-educational group shall be on increasing understanding of mental illness, the effects and side effects of psychotropic medications, and the need for treatment compliance.
- (6) The use of atypical anti-psychotic medications, new generation anti-depressants, and generics shall be included as part of the Contractor's formulary.
- (7) If an offender is shown to be stable on medications upon admission, the use of formulary exceptions to continue the medications prescribed to SPMI offenders prior to admission shall be considered.
- (8) At least one (1) FTE Psychiatrist or other physician, will be trained and credentialed to prescribe the current medications used to treat opioid and other substance use disorders ("Medication Assisted Treatment" (MAT)). This physician will be responsible for assessing, treating/prescribing and monitoring the use of MAT for offenders admitted, maintained or to be discharged on such a treatment regimen. This physician will be included as a member of each multidisciplinary treatment team for any offender prescribed such medications. Utilizing their experience in providing MAT in other correctional programs, Contractor shall provide experts to assist the KDOC with any type of MAT program already in place or with future development and expansion of the program as requested.

#### 2.6.19.3. Individual Therapy

- (a) In addition to sick call interventions, individual therapy will be provided on a limited, outpatient basis.
- (b) Individual therapy services are to be detailed in an individualized treatment plan whether they occur as part of, or distinct from the specialized treatment programs.

#### 2.6.19.4. Consultation and Behavioral Interventions for Personality/Behavior Disorders

- (a) The Contractor shall evaluate offenders who have become a serious management problem due to abnormal or problematic behavior. Once the evaluation is completed and the offender conduct is classified as "behavioral" in nature, the Contractor will utilize designated behavioral health staff to lead a multi-disciplinary services team, including unit team counselors and security staff which will:
  - (1) Develop a behavior management plan (BMP) which targets specific, maladaptive behaviors, provides reinforcement protocols for appropriate/pro-social behaviors, outlines the role of all team members in implementing the plan and includes a process to take and track data through the plan's implementation.
  - (2) Utilize evidence-based therapeutic interventions and skill building techniques as indicated.

- (3) Provide training for all staff who are likely to be interacting with the individual (including correctional personnel) on the successful implementation process for the BMP, to include, when indicated, de-escalation techniques, and the difference between symptoms of serious mental illnesses and behavioral acting out.
- (4) Ensure continuity of care between facilities, to include comprehensive discharge and follow-up plans.

#### 2.6.19.5. Documentation of encounters

- (a) Documentation of all behavioral health and psychiatric encounters are to be recorded in the EHR and conform to contemporary professional standards.
- (b) Documentation is to be completed prior to the end of the workday of the behavioral health staff completing the encounter. Exceptions may be made due to a temporary failure of the EHR or other emergency situation(s) that may arise at a facility. In these rare instances, documentation for all encounters shall be completed by no later than the end of the next business day.

### 2.6.20. Mental Health Continuous Quality Improvement (MH-CQI)

2.6.20.1. The Contractor shall provide a process by which an internal review of mental health services are developed and implemented. This review is to be completed at both a statewide level (common measurements across all facilities) and at the specific program/facility level. At a minimum, the process should include the following:

- (a) Participation in one or more multi-disciplinary quality improvement committee(s) which include a qualified mental health professional as a member.
- (b) Collecting, trending and analyzing of data combined with planning, intervening and reassessing services.
- (c) Evaluating defined data which will result in more effective access to care, improved quality of care, and better utilization of resources.
- (d) Reviewing all suicides or suicide attempts and other serious incidents (e.g., use of force, assaults, restraints/involuntary medications) involving offenders with a serious mental illness.
- (e) Review clinical care issues, implementing measurable corrective action plans to address and resolve important problems and concerns identified specific to mental health issues, and incorporating findings of internal review activities into the Contractor's educational and training activities.
- (f) Maintaining appropriate records of internal review activities.
- (g) A provision by which the information gathered will be shared with staff, in a manner consistent with improving the quality of services while respecting confidentiality.
- (h) Requiring a provision that records of internal review activities comply with legal requirements on confidentiality of records.
- (i) The process by which a comprehensive monthly report of all MH-CQI activities will be provided to the Office of Healthcare Compliance.

## 2.7. Pharmacy Services

### 2.7.1. General Pharmaceutical Services

2.7.1.1. Provision of all prescription and non-prescription medications shall be the responsibility of the Contractor, subject to the cap set forth in Section 2.3.13. All medications must be prescribed in accordance with State and Federal regulations. All pharmaceutical services must be at the direction of a licensed pharmacist.

- 2.7.1.2. The Contractor shall also provide all related packaging, inclusive of all packaging material, supplies, distribution, and courier services.
- 2.7.1.3. The Contractor shall fill and deliver all medically prescribed non-emergency medications within twenty-four (24) hours from the date the prescription is written and shall provide such medications continuously thereafter as prescribed. The Contractor shall fill and deliver all emergency prescription medications immediately. In the event the medication ordered is an emergent medication that is not able to be filled through a facility's order system or stock medication supply, Centurion/CSP partners with InMed Rx for after-hours emergency medication from local back-up pharmacies as well as Complete Delivery Solution for delivery of all after-hours medication orders.
- 2.7.1.4. The Contractor is responsible for maintaining an adequate supply of stock medications at each facility's drug room that can accommodate the majority of prescriptions ordered by the HCP until the offender medication card arrives. Stock medications shall be used whenever possible to cover the first forty-eight (48) hours of the prescribed order.
- 2.7.1.5. The Contractor shall provide pharmaceutical operations that include, but shall not be limited to:
- (a) Level of professional staff qualifications designated for medication administration in accordance with KDOC policy.
  - (b) System for administration to include Keep on Person medication system.
  - (c) Controlled substances accountability.
  - (d) Medication Administration Record utilization.
  - (e) Monthly reports as to the number of scripts written and medications dispensed.
  - (f) Reporting of medication nursing errors.
  - (g) Medication pharmacy errors.
  - (h) Corrective action plans.
  - (i) Return and refund for unused medication.
  - (j) Emergency medication acquisition.
  - (k) Pharmacist consultation.
  - (l) Pharmacy inspections.
  - (m) Pharmacy medication education materials.
  - (n) Pharmacy inventory.
  - (o) Formulary.
  - (p) Pharmacy & Therapeutics Committee.
  - (q) DEA License verification.
  - (r) Institutional Drug Room Licensure.
  - (s) Medication Renewal tracking system.
  - (t) Drug Storage and delivery services.
  - (u) IV drugs including chemotherapy drugs that can be safely administered by chemotherapy-certified staff at EDCF.
  - (v) Accountability and destruction processes.
  - (w) Stock medication supplies and approval.
  - (x) Back up pharmacy services.
  - (y) Hepatitis C direct acting antiviral treatment for all offenders identified with the disease.
  - (z) Medication treatment for offenders whose diagnosis currently has no identified medication regimen as new medication regimes are identified during the life of the contract that may prolong the life or cure the illness of such offenders in accordance with accepted community standards of care for such diseases.
  - (aa) Annual documentation of RN, LPN and CMA staff's competency to properly administer medications to the offenders through both Keep-On-Person and Direct Observation Programs.

## **2.7.2. Release Medications**

- 2.7.2.1. The Contractor shall provide a seven (7) day supply of prescribed medications for offenders released in custody to appear in court or before some other official body or authority, and it is expected that the offender will return to KDOC custody after the court of official appearance.
- 2.7.2.2. The Contractor shall provide a thirty (30) day supply of release medications, including tri-cyclics to offenders being released into the community, if the offender can be trusted to handle the medication responsibly.
- 2.7.2.3. Offenders in need of closer supervision shall be assigned to a KDOC discharge planner and shall receive a seven (7) day supply of medication. The offender shall receive up to five (5) additional seven (7) day prescription refills at a pharmacy convenient to the offender's residence.
- 2.7.2.4. The offender is responsible to purchase all medication requiring prescription refills from a local pharmacy. Prescription refills shall continue to be written by the facility HCP or psychiatrist until the offender successfully completes an initial health care visit, or forty-five (45) days from release from a KDOC facility, whichever comes first.
- 2.7.2.5. Contractor will utilize its established partnership with RX Outreach, (RXO) a mail-order, 501c faith-based pharmacy located in St. Louis, Missouri to provide up to 90 days of eligible medications to eligible discharged offenders.
- 2.7.2.6. The Contractor shall provide a seven-day supply of medications to offenders released into the custody of another jurisdiction, such as county jail or Federal detainer.

## **2.7.3. Identification of Pharmacy Vendor**

- 2.7.3.1. The Contractor shall provide information regarding the pharmaceutical vendor the Contractor intends to use to include name of vendor, location of vendor's parent company, location of any branch or warehouse supplying medication to KDOC offenders, and any company or corporate affiliation with the Contractor. Contractor proposes to utilize the services of Clinical Solutions Pharmacy.

## **2.8. Reception and Diagnostic Units (RDU)**

### **2.8.1. Forensic Psychological Evaluation Process**

- 2.8.1.1. The Contractor shall provide forensic psychological evaluation and diagnostic services as well as other psychological services necessary for intake processing of adult and juvenile offenders. On a case-by-case basis, there may be other offenders who require forensic psychological evaluations, and for whom, similar processes will be required. This evaluation shall include:
  - (a) A complete file review, to include the most recent mental health screening and any other relevant material from the current or preceding incarceration.
  - (b) Administration, scoring, and interpretation of psychological testing, personality instruments, intelligence screening and assessment instruments, traumatic brain injury screening tool, and other screening instruments, as determined by KDOC for each offender referred to the RDU, whether as a new admission or otherwise, for whom a thorough evaluation is indicated.
  - (c) Completion of a Mental Status Examination, review of psychological history (including but not limited to psychotherapy, groups, medication, education/special education placement, sexual abuse-victimization, predatory behavior, hospitalization, violent behavior, drug/alcohol use/treatment, hospitalization, sexual offenses, cerebral trauma/seizures, organic syndromes including dementia and/or other neurological disorders, suicidal behavior) and current functioning on all new admissions utilizing standard community practice techniques identified by KDOC.

- (d) Initiate procurement of prior treatment records and evaluations from third parties.
- (e) Entry of pertinent psychological testing and interview findings in the RDU report, located in the Offender Management and Information System (OMIS), the Justice Information System (JJIS), and in the EHR.
- (f) Determination of the offender's psychological diagnoses, program needs including but not limited to substance abuse and sexual offender treatment needs, mental health treatment needs, housing and placement needs, employability or educational limitations due to mental illness, functional ability limitations due to mental illness, and referral to treatment as indicated.
- (g) Determination of an offender's risk of suicide and homicide due to mental illness, and identification and implementation of appropriate responses and treatment using crisis intervention procedures to reduce the identified risk.
- (h) Identification and referral to contractor's psychiatrist for all offenders admitted with current prescriptions for psychotropic medications, or for whom medications may be of benefit in the treatment of their mental health.
- (i) Incorporate a mental health classification process, using standardized measures/definitions, consistent with community measures to determine Severe and Persistent Mental Illness (SPMI), Serious Mental Illness (SMI), Mental Illness (MI), and/or Intellectual Disability (ID) and document such as part of the evaluation/reporting process.
- (j) Participation in a multi-disciplinary staffing to determine recommended programs, services, and interventions to address risk and need.
- (k) Identify need for, and initiate the follow up evaluation by psychiatrist or Ph.D. psychologist on all offenders with suspected pedophilia diagnosis for the adult units.
- (l) Coordinate an initial discharge plan based upon the offender's mental health needs with KDOC discharge planners.
- (m) For offender's with identified mental health conditions requiring intervention:
  - (1) Development and implementation of a treatment plan to begin addressing those conditions.
  - (2) Upon completion of the RDU evaluation and transfer to another facility, referral to the behavioral health staff with a synopsis of the initial diagnoses, needs and treatment plan, so the receiving facility can complete a mental health evaluation.

## **2.8.2. Timeliness of reports**

2.8.2.1. The Contractor shall provide sufficient licensed behavioral health professionals to ensure that all RDU reports are completed, reviewed by independently licensed psychology staff (when appropriate), and placed in OMIS/JCFS and the EHR within fourteen (14) days of admission. Currently the intake point for male offenders is at EDCF, for females it is TCF and for juveniles it is KJCC. Staffing is required at all three intake facilities.

2.8.2.2. It is expected that all RDU reports shall be completed within fourteen (14) days.

## **2.8.3. Periodic Evaluation of the RDU Process**

2.8.3.1. The Contractor shall conduct periodic reviews, as determined by KDOC, of treatment, education, and other offender recidivism reduction programs and services in other KDOC facilities so as to maintain an adequate level of awareness on the part of KDOC and Contractor on the various offender program options existing in KDOC.

## **2.8.4. Testing Materials and Supplies**

2.8.4.1. The Contractor shall be responsible for the cost of all testing materials, scoring tools, and educational materials necessary to complete the RDU process.

## **2.9. Forensic Programs**

### **2.9.1 Clinical Services Reports & PCL-R Evaluations**

- 2.9.1.1. KDOC, through the Contractor, utilizes three (3) FTE PhD psychologists to complete Clinical Services Reports (CSRs). CSRs are required and requested by the courts, Kansas Prisoner Review Board (PRB), and KDOC. The courts require CSRs from PhD psychologists to make determinations on the level of risk for adult sexual offenders to commit additional offenses. The psychologists may be called to testify in probable cause hearings as well as trials. The PRB requests CSRs, which may include requests for Psychopathy Checklist – Revised (PCL-R) evaluations, for use in parole decisions. Contractor must provide sufficient doctoral psychologists to ensure timely completion (within 60 days of referral) of CSRs at all KDOC facilities as requested.

### **2.9.2. Forensic Health Care Issues, DNA Testing & Court Ordered Lab**

- 2.9.2.1. The Contractor shall provide qualified personnel in conducting security related health care procedures in response to a request from KDOC or pursuant to a search warrant or court order, provided there is written consent of the offender.
- 2.9.2.2. In the absence of the written consent of the offender and in response to a search warrant, court order, or KDOC investigation request, including, but not limited to, inducement of vomiting, body cavity searches, withdrawal of blood, and examination for sexual assault. Contractor shall arrange and contract with a community health care provider for the services at no additional cost to KDOC.
- 2.9.2.3. The Contractor shall provide offender antibody testing for HIV/HBV/HCV, as requested by KDOC, following an occupational exposure between a KDOC employee and an offender. The results of the testing shall be sent to the employee's attending physician.

### **2.9.3. Research**

- 2.9.3.1. No research projects involving offenders shall be conducted with prior approval as outlined in IMPP 06-101D (Appendix K).

## **2.10. Quality Improvement Program**

- 2.10.1.** The Contractor shall outline its procedure for a Comprehensive Quality Improvement (CQI) program, to include a CQI Coordinator at the Regional Office level, and a QI coordinator as part of a post-duty at each facility. If the Contractor's CQI program is outlined in a manual, a copy of the CQI manual will be submitted with the proposal. The site QI Coordinator may be part of the Infectious Disease Control Nursing responsibilities and does not require a fulltime staff person. The CQI program's goal shall be to assure quality health care services are provided to offenders. Include a description of the internal monitoring mechanism associated with the CQI program.
- 2.10.2.** Quality Improvement records shall be maintained on-site at each facility as well as forwarded to the Contractor's regional office. The Contractor's regional office staff is responsible for identification of statewide trends in health care compliance and shall incorporate corrective action planning in the CQI program.
- 2.10.3.** As part of this program the CQI Coordinator will be responsible for providing accurate Health Services Report (Appendices L, M, and N) numbers on a monthly basis to be submitted to KDOC.
- 2.10.4.** The Director of Health Care Compliance shall receive a summary of all CQI activity each month, to include compliance threshold, problem tracking reports, and corrective action plans. Joint quarterly meetings will be held between the Office of Health Care Compliance (OHCC) and the Contractor to evaluate the quality of the health care being provided as documented by the CQI program data. OHCC can mandate areas of concern be monitored by the Contractor's CQI Process in order to maintain quality of care across the system. It is understood that the Contractor may have interest in CQI processes that can compare work performed in Kansas with other

contracts they in which they may be engaged, however the CQI program must look specifically at health care processes specific to the KDOC regardless of what issues are being monitored across the Contractor's other contracts. The Kansas specific CQI plan must identify indicators that are being met, indicators which are not being met, action plans to correct the indicators not being met, and a plan for re- evaluation until all indicators are met.

- 2.10.5.** Contractor will use of EHR system to obtain reports outlined by the CQI Coordinator and the EHR Committee as outlined in section 2.20. If the reports are found to retrieve incorrect data, the Contractor will correct the electronic reports so that the correct data is retrieved within 30 days.

**2.11. Contract Monitoring/Management and Directing Services and Peer Review**

- 2.11.1.** The OHCC shall provide management and oversight staff for professional, contract management and oversight, observation of treatment, and assessment of program outcomes.
- 2.11.2.** The OHCC shall provide peer review for patient care cases relative to this contract.
- 2.11.3.** The Contractor's regional office staff and site staff shall support and cooperate with scheduled and unscheduled audits of selected health care areas as developed and required by the OHCC. The Contractor acknowledges that the OHCC staff have the right to conduct these audits on behalf of the KDOC without the presence of Contractor's Regional Office staff.
- 2.11.4.** In instances of offender deaths, the HCP shall complete a death summary and submit the summary to the OHCC within seven (7) days from the date of death. KDOC shall make arrangements for all autopsies as required by law and KDOC policy. The Contractor shall cooperate and participate in any investigation by the Kansas Bureau of Investigation and/or any other state government oversight investigation as approved and required by the Secretary of Corrections.
- 2.11.5.** The Contractor shall be required to perform a Serious Incident Review (SIR), chaired by the Regional Medical Director on all unexpected deaths, suicide attempts, and any adverse event related to the provision of health care that results in a hospital admission. The Contractor shall provide a copy of the Serious Incident Review to the Director of Health Care Compliance within thirty calendar (30) days of the serious event.
- 2.11.5.1. The SIR shall be treated as and considered a part of the Peer Review process.
- 2.11.5.2. The SIR shall be structured and follow generally accepted practices for completing such investigations (e.g., "root cause analyses").
- 2.11.5.3. If warranted, separate corrective action plans shall be developed to address any issues identified as part of the SIR, which will include a timeline for completion and the individual staff responsible for their completion. Such plans will be provided to the OHCC either as part of the SIR, or as a separate document (if it is to be a second document, it is to be submitted to the OHCC within fourteen (14) days of the submission of the SIR report).
- 2.11.6.** The Contractor must grant and allow the OHCS access to, and inclusion in discussions, reviews, meetings, and any other activities that impact the care provided to offenders. This includes, but is not limited to:
- 2.11.6.1. Scheduled and unscheduled site level team, departmental or service-wide meetings.
- 2.11.6.2. Daily, weekly and/or quarterly oversight, quality, planning and review meetings and/or teleconferences.
- 2.11.6.3. Statewide or local management meetings in which patient care, program review and/or any other topics associated with the health or mental health care services are discussed.
- 2.11.6.4. Complete access to the EHR and any/all paper health care records, meeting



minutes, or other documents necessary to facilitate the ongoing peer review process.

- 2.11.7. The Contractor shall provide an internal peer review program, established for HCPs practicing in the KDOC system. As part of the CQI program HCPs shall be required to evaluate their own and other HCP's documentation of health care practices.

## **2.12. Utilization Management Program**

- 2.12.1. The Contractor shall specify a detailed plan for implementation and maintenance of a utilization management (UM) program. Addressed in this section shall be the mechanism by which the Contractor plans to control health care cost areas in which the cost savings will be achieved and evidence of success for such a program in other contract sites.
- 2.12.2. The plan will also include integration and coordination with current Medicaid policies to meet KDOC, Federal HRSA, and KDHE requirements as it relates to information gathering, statistics, and claims processing. Contractor shall be responsible for all clinical decisions and hospital discharge planning.
- 2.12.3. Inpatient services are currently part of the comprehensive healthcare price. Medicaid provides for offenders that are released to the hospital greater than twenty-four (24) hours, for patients under age 19, pregnant females, chronic disease resulting in disability, and over age 65. This has historically for the last three (3) years (FY 2017 – FY 2019) represented thirty-nine (39%) of KDOC inpatient hospital days. The OHCC assists both KDOC and KDHE in administering the plan. The Contractor is responsible for cooperating and assisting eligible offenders in completing Medicaid applications and forwarding those applications to the OHCC. In addition, the Contractor is responsible in providing OHCC with a detailed list of inmates who are inpatient at a community hospital; this includes access to any record(s)/communication(s) that will assist in determining Medicaid eligibility. The OHCC coordinates with KDHE and KDOC for eligibility determinations. Any monies paid by Medicaid to off-site hospitals for claims incurred during the contract term for those offenders qualifying will be deducted at 100% rate from the Contractor's monthly payments.
- 2.12.4. The Contractor shall be responsible for entering and updating data into the EHR system which includes offender history of birth records, Medicaid beneficiary ID numbers, current medical insurance, and disability claims. This information will be obtained as part of the mental health and medical intake process.
- 2.12.5. KDOC understands that the Contractor may have proprietary methods of documenting utilization management activities. Regardless, the KDOC considers the EHR to be the official documentation source of all utilization management activities. As OHCC reviews records for ascertaining compliance with the utilization management aspects of this contract, the electronic record will be the only source utilized to measure compliance.
- 2.12.6. The Contractor's utilization management program must outline the process for how health care decisions will be made. Utilization decisions are required to be made by the Kansas-licensed Regional Medical Director based in an established Kansas Regional Office with access to the KDOC's EHR utilizing appropriate community standards of care. The Contractor will update decision-making processes as community standards of care are updated during the life of the contract. The contractor shall be responsible for all clinical decisions. Examples of unacceptable utilization management practices include, but are not limited to:
  - 2.12.6.1. Documenting UM activities, medical information, medical care plans using proprietary methods but not in the EHR.
  - 2.12.6.2. Making UM care decisions by non-Kansas licensed physicians located outside of Kansas without access to the EHR.
  - 2.12.6.3. Using alternative treatment plans that are not based on current standards of care.
  - 2.12.6.4. The Contractor will conduct CQI studies of utilization practices such as the amount of time between submission of utilization requests to time of actual decisions, the amount of time between actual decision until necessary procedure/consultation scheduled, the amount of time between actual decision until

procedure/consultation completed. The Contractor's Regional Medical Director or designee will meet on a weekly/regular basis with the OHCC to jointly review UM activities and/or specific cases.

- 2.12.6.5. In efforts to reduce KDOC trips to outside providers, Contractor will encourage its healthcare staff to use RubiconMD for telephone consultation and Advanced Medical Reviews through Contractor's regional and/or associate medical director, when specialty care referrals are under consideration but criteria are uncertain and/or a second opinion in care from a specialist is desirable.

## **2.13. Reports and Manuals**

- 2.13.1. The Contractor's regional office staff is responsible for writing, maintaining and producing copies of reports, manuals and guidelines to assist facility staff in the daily handling of health care issues. The reports and manuals shall include, but not be limited to:

- 2.13.1.1. Policy and Procedure Manual.
- 2.13.1.2. Quality Improvement Manual & Reports.
- 2.13.1.3. Infectious Disease Control Manual & Reports.
- 2.13.1.4. End-of-life Hospice Manual.
- 2.13.1.5. EHR Manual.
- 2.13.1.6. Hepatitis Control Protocols.
- 2.13.1.7. Treatment Guidelines.
- 2.13.1.8. Behavioral Health Treatment Manual.
- 2.13.1.9. Monthly Meeting minutes as required by NCCHC and/or ACA.
- 2.13.1.10. Health Services Report (sample provided in Appendix L, M, and N).
- 2.13.1.11. Inpatient Hospital Report.
- 2.13.1.12. Infirmary Report.
- 2.13.1.13. Infectious Disease Control Report.
- 2.13.1.14. Utilization Management Weekly Offsite Appointment Schedule.
- 2.13.1.15. All reports as described this contract.

- 2.13.2. The Contractor shall ensure all monthly reports are forwarded to KDOC by the 10th day of the following month for which they were written.

- 2.13.3. The Contractor shall ensure all manuals are reviewed and updated annually. A statement of annual review with all changes made to the manuals shall be forwarded to KDOC by July 1st each year.

## **2.14. Accreditation**

- 2.14.1. Contractor shall obtain and maintain NCCHC and/or ACA accreditation in coordination with the KDOC management team. ACA accreditation shall be for the health care operations only.

## **2.15. Offender Grievance Mechanism**

- 2.15.1. Specify the policies and procedures to be followed in dealing with offender complaints regarding any aspect of the health care delivery system and in accordance with applicable Kansas Administrative Regulations. An outline of the current grievance process is available for review in Appendix O.

- 2.15.2. The Contractor is given seven (7) calendar days to completely answer and have all responses back to the Director of Health Care Compliance. The Contractor shall provide all case follow up documentation on recommendations from the Director of Health Care Compliance within ten (10) working days of the request for follow up.

## **2.16. Infectious Disease Control (IDC)**

- 2.16.1. The Contractor shall establish a comprehensive infection control program based on guidelines established by KDHE and the Center for Disease Control (CDC). Including, but not be limited to: Immunization, MRSA, Hepatitis C, Scabies and other infectious diseases.

- 2.16.2. Contractor shall describe its infection control processes and activities as they relate to surveillance, prevention and control of infections, and employee training and education.

- 2.16.3. IDC trained registered nurses shall be identified in the staffing plan as full time at LCF, EDCF and HCF. TCF shall have a half-time IDC nurse. IDC trained nurses at the facility level do not require certification in infection control but shall be certified KDHE for HIV counseling.
- 2.16.4. Other sites not large enough to require specified IDC nurses shall have, as part of the nursing post duties, those duties necessary to provide comprehensive infection control.
- 2.16.5. The Contractor may, through agency agreement, purchase or receive at no cost, immunizations, test serum, PPD, and treatment medications through the KDHE when available.
- 2.16.6. The Contractor is expected to partner with KDHE, through required planning meetings, on issues of bioterrorism, ectoparasite control, and containment of infectious diseases.
- 2.16.7. The Contractor shall indicate its capability to ensure safe collection and storage of medical hazardous wastes and a plan for disposal in compliance with applicable Federal and State regulations and guidelines. The Contractor is responsible for all costs associated with the handling, storage and destruction of bio-hazardous waste except as listed in this section.
- 2.16.8. KDOC shall provide secure storage areas at each facility for the storage of biohazardous waste materials.
- 2.16.9. All biohazardous waste material shall be logged as stored and logged as destroyed. Disposal of dirty needle containers shall be logged with specific identification markings for each container.

#### 2.17. **Medical Administrative Committees (MAC)**

- 2.17.1. The Contractor shall ensure that monthly MAC meetings are held on-site at each facility. The designated warden and/or deputy warden are required to attend the meetings monthly. The Contractor shall ensure, at a minimum, that the health services administrator, site medical director, site QI coordinator, and site behavioral health coordinator are all members of the committee. The Regional Vice President or regional office designee shall attend a MAC for each site on a quarterly basis. Agendas and minutes of these meetings shall be kept and be available for review by the OHCC.
- 2.17.2. The Contractor shall ensure that the Regional Vice President and key regional staff meet with OHCC staff at least monthly to discuss problems and progress in the fulfillment of the contract requirements.

#### 2.18. **Equipment and Supplies**

- 2.18.1. The Contractor shall make provisions for, and be responsible for all medical supplies, forms, office supplies, health record jackets, books, periodicals, and prosthetic devices, including hearing aids and eye glasses, and behavioral health testing materials, supplies, and equipment.
- 2.18.2. The Contractor shall purchase all consumable medical supplies and pharmaceuticals, subject to the cap set forth in Section 2.3.13, and shall purchase or lease all items of equipment which it deems necessary to perform health care services at the designated institutions during the term of the contract.
- 2.18.3. The Contractor shall be responsible for maintenance, repair and replacement of all equipment necessary for the delivery of health care services to offenders during the term of the contract. General scheduled maintenance and inspections for x-ray and other medical equipment are required to be maintained in accordance with the manufacturer's suggested maintenance schedules.
- 2.18.4. The Contractor shall be responsible for purchase or lease of all copy machines and other office equipment necessary to perform routine administrative functions. The health care equipment fund, as described in section 2.19, shall not be utilized for these services.
- 2.18.5. KDOC shall provide the Contractor with office space, facilities as designated by KDOC, and utilities to enable the Contractor to perform its obligations and duties under the contract. Internet connectivity will be the responsibility of the Contractor.

- 2.18.6.** The Contractor shall use and maintain the equipment and supplies in place at the designated facilities at the commencement of the contract in the performance of its responsibilities under the contract. The Contractor shall return all such equipment and any new, purchased equipment, in good state of repair and working order, subject to reasonable wear and tear, and any remaining supplies to KDOC at the time of termination of the contract. Thirty days prior to the termination of the contract, representatives from KDOC, the current Contractor, and the new Contractor shall tour the designated institutions to determine the condition and inventory all equipment.
- 2.18.7.** The Contractor shall purchase all unused and current dated health care supply inventory from the outgoing Contractor that was purchased by the outgoing contractor, and not through the equipment fund, at a fair market price. KDOC shall provide, at no cost to the Contractor, any on-hand existing inventory that is in place at the beginning of the contract, providing it is not on the outgoing contractor's inventory as a purchasable item.
- 2.18.8.** It is expected that the outgoing contractor shall convey, transfer, assign or otherwise make available to the new Contractor any and all service contracts and/or warranties, which are in force and in effect at any time during the term of the contract with respect to equipment used in the health care units.

## **2.19. Health Care Equipment Fund**

- 2.19.1.** The Contractor shall be responsible for the acquisition of health care equipment. Health care equipment is defined as capital outlay items with a life expectancy of at least one year and an initial acquisition cost of \$1,000 or more. A sum of \$280,000, payable to the Contractor on or about July 1 annually, shall be set aside for the sole purpose of for the acquisition of equipment. The Contractor shall obtain approval from the Director of Health Care Compliance, or designee, prior to obtaining any health care equipment pursuant to this section. Such approval shall not be unreasonably withheld.
- 2.19.2.** All equipment acquired pursuant this section shall be become property of the KDOC.
- 2.19.3.** At the end of each month, the Contractor shall provide to the OHCC and the KDOC Fiscal Services Division a report itemizing each item purchased pursuant to this section, the amount expended on each item, and the balance remaining in the health care equipment fund. The amount of any unauthorized purchase made from the health care equipment fund shall be deducted from the next monthly invoice. Any funds not spend during the contract year shall carry forward to the next contract year. Upon the termination of the contract, any remaining balance shall be deducted from the final payment to the Contractor.

## **2.20. Health Information Management**

- 2.20.1.** Support for the current EHR system is shared between the health services Contractor and the KDOC. The Contractor shall be held accountable and report directly to the KDOC IT Director. There shall be an EHR Committee to be co-chaired with the KDOC IT Director or designee and the Director of Health Care Compliance or designee. The committee will select members from the KDOC and Contractor healthcare staff to sit on the committee. The committee must set project priorities, monitor performance, and facilitate information sharing with all stake holders. These meetings will be held at KDOC premises on a quarterly basis. All funding, work product, and maintenance for EHR shall be controlled by the committee and documented quarterly.
- 2.20.2.** Electronic Health Records
- 2.20.2.1. The Contractor shall be responsible for the annual cost of the support agreement for the NextGen software and for cost of equipment or any other software and maintenance agreements. The Contractor shall provide and maintain all current licenses required for the operation of all EHR devices. All software versions will meet KDOC operational and health industry standards to promote functionality and security and will stay on the current release version. Prior to implementation all software upgrades shall be presented to KDOC for approval and scheduling.
- (a) Contractor shall maintain and upgrade the current EHR system. These costs shall include but are not limited to:
- (1) Annual software licensing and support agreements.

- (2) Cloud/hybrid Cloud resources as required, Server, SAN or appliance acquisition and replacement to maintain the system growth and maintain functionality and compatibility with software requirements as new technologies are developed.
  - (3) Annual software, hardware licensing, maintenance and support agreements associated with operating the NextGen EHR.
- 2.20.2.2. The Contractor shall ensure that the EHR maintains an up time of 99.9% accessibility to users with no more than a two second wait time for information retrieval to the client station.
- 2.20.2.3. The NextGen EHR is interfaced with the KDOC's Offender Systems, e.g. Offender Management Information System (OMIS); the Contractor will monitor all interfaces to ensure that information is transported as expected with a 99.9% success rate.
- 2.20.2.4. KDOC reserves the right to all health information created on Kansas offender population and the data is to remain control of KDOC and shall not be transferred without explicit consent of the KDOC.
- 2.20.2.5. The Contractor shall acknowledge that KDOC and its agents have full access to the all technology assets, the EHR system, hardware, software, network, and work product.
- 2.20.2.6. The Contractor shall also acknowledge that no access will be provided outside of the boundaries of Kansas for any EHR or OMIS which also includes hardware, software, or work product without the approval of the KDOC.
- 2.20.2.7. The Contractor will provide a plan to provide technical support 24 hours per day, seven days per week, 365 days per year within 90 days of the contract start-up. This shall include but not limited to:
- (a) Backup Plan.
  - (b) Risk Plan.
  - (c) Mitigation Plan.
  - (d) Communication Plan.
- 2.20.2.8. The Contractor shall maintain an electronic log documenting the effectiveness of the EHR to include, but not be limited to, the following:
- (a) Staff provider identification.
  - (b) Number of logins.
  - (c) Calls to help desk.
  - (d) Messaging alerts.
    - 1. Number Issued
    - 2. Number ignored
    - 3. Number of overrides
  - (e) Provider oversight number of signatures missing.
  - (f) EMAR.
    - 1. Use at POC
    - 2. Timeliness Errors
    - 3. Reminders/ Alerts Overridden
  - (g) Documentation: Notes. Assessments, Care Plans.
    - 1. Number Late
    - 2. Number of Data Elements missed

- 2.20.2.9. The Contractor shall maintain an electronic log documenting the performance of the EHR to include, but not be limited to, the following:
- (a) Percentage of system uptime.
  - (b) Percentage of system downtime and type of event.
    - 1. Scheduled
    - 2. Network
    - 3. Server
    - 4. Power
  - (c) User availability.
  - (d) Percentage of network latency.
  - (e) Percentage of packet loss.
  - (f) Network Utilization.
  - (g) CPU/RAM/IO Utilization reports.
  - (h) Seconds per transaction time.
- 2.20.2.10. Within thirty (30) calendar days of the contract award date, the Contractor shall submit to the KDOC a plan to ensure that the NextGen receives the following enhancements and expansions offering areas to provide comprehensive electronic documentation: EHR certification, portability of information, OB/GYN, I.C.S. scanning, patient scheduled module, discharge planning, M.A.R.

### **2.20.3. Clinical Staff Equipment and Supporting Devices**

- 2.20.3.1. 350 Dell computers and HP thin clients are in twelve (12) facilities across Kansas. Approximately twenty-three (23) time clocks and printers require maintenance and service. Approximately seventy (70) personal printers are connected to the Medical system and are used with forty (40) Cannon copiers, printer and scanners which are used with EHR and are leased by the current medical contractor for use with the system.
- 2.20.3.2. The Contractor shall provide for the replacement of clinical staff hardware at the Contractor's expense and will be done at the rate of 25% per year. The Contractor will supply KDOC with a replacement schedule quarterly forecasting the expected replacement of equipment. This report shall contain at minimum:
- (a) Equipment serial number.
  - (b) Condition (e.g. Poor, Fair, etc.).
  - (c) Age in years.
  - (d) Remaining useful life.
  - (e) Replacement cost.
  - (f) Comments.
- 2.20.3.3. The Contractor will be responsible for any software licensing associated with use of clinical staff equipment with ownership of software and hardware transferred to KDOC at the termination of the contract.
- 2.20.3.4. The Contractor shall be responsible for the cost and functioning of all medical devices connecting digitally to EHR. This would include scanners, printers, telehealth devices, x-ray, ECG devices, etc.
- 2.20.3.5. The Contractor shall provide five full-time employees to include the below listing utilizing one hundred percent of the time in administering to the technology of the healthcare solutions of KDOC reporting to the technology division of the KDOC.
- (a) One Project Manager to support and facilitate system development and technology deployment.

- (b) One Information Technology Generalist to support and maintain the infrastructure required to serve the clinical staff in day to day operation.
- (c) One NextGen administrator to facilitate the construction and modification of data-entry screens and output reports.
- (d) One Database Administrator/report writer to facilitate the care of the data systems associated with the EHR and for providing reporting as required by KDOC.
- (e) One Clinical Developer/Trainer to work in coordination with KDOC staff development for the education of both contract staff and KDOC staff on new solution deployments and best practices.

#### **2.20.4. Healthcare Information Technology Network Infrastructure**

- 2.20.4.1. The Contractor shall be responsible for the installation of a separate secure network infrastructure for all healthcare, EHR, and the installation and maintenance of the functioning secure network meeting NIST, CJIS, ITEC, KDOC, and HRSA rules and regulations. The Contractor shall be responsible for the operation and functionality of the network with up time of no less than 99.9%.
- 2.20.4.2. The Contractor shall define network requirements; identify potential sources for required products and services; maintain proficiency with legacy systems; assess new relevant technologies and technical approaches; recommend relevant solutions; estimate costs and benefits; and design, develop, deploy, and test hardware and/or software systems.
- 2.20.4.3. The Contractor shall provide for the installation, operation, management, monitoring, maintenance, repair, documentation, and upgrade of computer networks at KDOC including local area networks, wide area networks, private networks, and remote access services.
- 2.20.4.4. The Contractor shall provide support for the administration, configuration management, maintenance, documentation, and improvement of the network / communication infrastructure such as the underground and in-building cable plants utilized to provide communication services.
- 2.20.4.5. The Contractor shall maintain and review a retained granular electronic log documenting the network related environment to include, but not be limited to, the following:
  - (a) Availability.
  - (b) Utilization.
  - (c) Latency and performance.
  - (d) Date and time.
  - (e) Jitter.
  - (f) Transport Connectivity.
- 2.20.4.6. The Contractor shall provide for the replacement network infrastructure equipment (i.e. network switching) will be done at the Contractor's expense and will be done at the rate of one year prior to device end of life or sooner if warranted. The Contractor will supply KDOC with a replacement schedule quarterly forecasting the expected replacement of equipment. This report shall contain at minimum:
  - (a) Equipment serial number.
  - (b) Condition (e.g. Poor, Fair, etc.).
  - (c) Age in years.
  - (d) Remaining useful life.
  - (e) Replacement cost.
  - (f) Comments.

2.20.4.7. The Contractor shall provide a secure wireless infrastructure meeting NIST, CJIS, ITEC, KDOC, and HRSA rules and regulations within all twelve (12) KDOC facilities to provided healthcare related services within but not limited to clinics, restrictive housing units, closed observation units, RDU and mental health units.

(a) The Contractor shall maintain and review a retained granular electronic log documenting the network related environment to include, but not be limited to, the following:

- (1) Equipment serial number.
- (2) Utilization.
- (3) Latency and performance.
- (4) Date and time.
- (5) Jitter.
- (6) Transport connectivity.

## **2.20.5. Health Care Documentation**

2.20.5.1. Medical health records, data, information, and reports collected or prepared by the Contractor in the course of performing its duties and obligations under this contract shall be deemed to be owned by KDOC. The ownership provision is in consideration of the Contractor's use of public funds in collecting or preparing such medical records, data, information, and reports. These items shall not be used by the Contractor for any independent project of the Contractor or publicized by the Contractor without the prior written permission of the KDOC. Subject to applicable Federal and State laws and regulations, the KDOC shall have full and complete rights to reproduce, duplicate, disclose, download, and otherwise use all such information with proper notification. Prior to or at the termination of the contract, the Contractor shall make available all such information as requested by the KDOC, including in a readable electronic format specified by the KDOC.

- (a) All offenders shall have an electronic health care record that encompasses medical, behavioral health, dental procedures, and clinical treatment records. The health care record shall be kept current at all times. PAQ lists of laboratory, test results, and other patient care information/orders shall be noted by the physician of record within 72 hours of the test results or orders. Documentation of every encounter with the offender is required to be completed on the same day in which the encounter occurred and in a timely manner as to provide accurate and consistent documentation of all health care occurrences.
- (b) Documentation of noting of HCP orders shall occur as soon as medically necessary to provide appropriate follow up from the encounter. Noting of orders shall be accomplished by a licensed nurse and shall be completed within twenty-four (24) hours of the encounter. Routine HCP infirmary orders shall be noted within eight (8) hours of the written order, and HCP STAT orders shall be noted immediately.
- (c) The Contractor and KDOC shall approve all EHR templates for the EHR system.
- (d) KDOC medical units are considered paperless. The Contractor is responsible for providing scanners and scanning any paper documentation that may be generated regarding offender care into the appropriate offender record.

## **2.20.6. Records Retention**

4.19.5.1 X-rays are currently digitally stored on a PACS system. The Contractor shall be responsible for all licensing and upgrade costs associated with offender x-ray storage on the PACS system. Storage, retention, and maintenance shall be



performed in accordance with Kansas Administrative Regulations and Kansas Statute Annotated.

#### **2.20.7. Confidentiality of Offender Health Information**

- 2.20.7.1. All health information shall be the property of KDOC. Any disputes of records information retrieval shall be referred to the KDOC Chief Legal Counsel.
- 2.20.7.2. Offender health care information and offender institutional files are confidential in nature. The Contractor's employees and KDOC employees shall be allowed access to these files only as needed for their duties related to the care of the offender and in accordance with the rules established by KDOC. The Contractor shall honor all policies and procedures for safeguarding the confidentiality of files. The Contractor shall be responsible for ensuring all Federal and State regulations regarding health information privacy are maintained.

#### **2.20.8. Information Dissemination**

- 2.20.8.1. The Contractor shall have access to the OMIS/JJIS system for collecting and analyzing trends in the utilization of health care services at each site. The Contractor has no responsibility for upkeep or maintenance to the system, except as required to enter shared health care information into the system as compatibility building.
- 2.20.8.2. The Contractor shall include procedures for the transfer of pertinent health information to the supervising emergency room physician during emergency transports, and/or other offsite services as necessary to provide a continuum of care to the offender.
- 2.20.8.3. The Contractor shall not publish any findings based on data obtained from the operation of this contract without the prior consent of KDOC, whose written consent shall not be reasonably withheld. The KDOC may release without consent of the Contractor any document or data subject to release pursuant to the Kansas Open Records Act, Legislative inquiries, or any other State agency official with legal authority to obtain the information.

#### **2.21. Training**

- 2.21.1. All full-time personnel shall be required to complete 40 hours of orientation to KDOC through the facility's training department prior to actual performance of any duties for the Contractor. Part-time and temporary employees shall be required to complete 16 hours of orientation prior to actual performance of any duties for the Contractor. Personnel who are currently working for the prior healthcare vendor (Incumbent Staff) and who previously have completed the required training are exempted from this training requirement.
- 2.21.2. Personnel assigned to the Kansas Juvenile Correctional Complex shall complete orientation as outlined in the ACA Juvenile Standards and NCCHC. Currently that is one-hundred sixty (160) hours orientation for each new employee. Incumbent Staff are exempted from this training requirement.
- 2.21.3. The Contractor shall provide notification of all staff orientation needs, in writing to the facility human resource department at a minimum of one week in advance. KDOC shall ensure adequate orientation schedules are in place to prevent delays in start dates for new contract employees. Any staffing penalty resulting from a delay of more than seven days due to KDOC orientation scheduling issues shall be waived until training can be scheduled by KDOC. KDOC will make every reasonable effort to schedule new contract employees in the first available orientation session at each facility.
- 2.21.4. All staff must complete 40 hours of annual training every year thereafter, to include 16 hours of formal classroom training by the KDOC training department and 24 hours related to professional responsibility. Training hours shall be documented in the employee's personnel records and subject to review by KDOC.

- 2.21.5. Contractor has provided its sample training plan or employee handbook describing training requirements for all employees.
- 2.21.6. Contractor shall provide training at each of the basic and annual training classes conducted by KDOC at the facilities for corrections officers and other KDOC staff as requested. Training subjects include, but are not limited to:
  - 2.21.6.1. Recognition and handling of medical complaints.
  - 2.21.6.2. Suicide potential and precautions.
  - 2.21.6.3. Mental illness care and management techniques.
  - 2.21.6.4. Mental retardation care and management techniques.
  - 2.21.6.5. Communicable diseases including, HIV, Hepatitis, MRSA Universal Precautions, Cleaning Techniques, and TB.
  - 2.21.6.6. Chemical Dependency treatment models.
  - 2.21.6.7. Intake Screening.
  - 2.21.6.8. Discharge Planning.
  - 2.21.6.9. Behavior disorders vs. mental illness.
  - 2.21.6.10. Emergency medical treatment.
  - 2.21.6.11. Keep on Person Medication and Medication Administration guidelines.
  - 2.21.6.12. Training for officers and offender peers for suicide prevention companion program, end of life care companion program, and peer support group.
  - 2.21.6.13. Other training as required by KDOC Training Director and Director of Health Care Compliance.
- 2.21.7. The Contractor shall participate in online content development, training forums, and responsive interaction to any questions generated from the training outlines at no additional cost to KDOC upon mutual agreement of the Regional Vice President and the Director of Health Care Compliance.
- 2.21.8. The Regional Director of Nursing and the Regional Behavioral Health Coordinator shall be responsible for monitoring and providing monthly continuing education training classes, CEU certifications, and tracking of training records for all facilities in the KDOC system. The Regional Director of Nursing and the Regional Behavioral Health Coordinator shall participate in these training sessions whenever possible, but at least at a minimum of twice per year, per facility.
- 2.21.9. The Contractor shall set aside \$100,000 dedicated specifically to training facility health care staff. This education fund is to provide clinical enhancement training for facility contract staff only and shall not be utilized for Regional or Corporate training purposes. The Contractor shall obtain approval from the Director of Health Care Compliance prior to approving any such training pursuant to this section. Such approval shall not be unreasonably withheld. At the end of each month, the Contractor shall provide to the OHCC and the KDOC Fiscal Services Division a report itemizing expenditures made pursuant to this section and the balance remaining in the health care education fund. The amount of any unauthorized purchase made from the education fund shall be deducted from the next monthly invoice. Any funds not spend during the contract year shall carry forward to the next contract year. Upon the termination of the contract, any remaining balance shall be deducted from the final payment to the Contractor.

## 2.22. **Staffing**

### 2.22.1. **Base Staffing Plan Requirements**

- 2.22.1.1. The base staffing plan was provided in Appendix F. KDOC's expectation is that at a minimum the psychiatry hours at Lansing, El Dorado, Hutchinson, Topeka, and Kansas Juvenile be done with in-person coverage. KDOC will consider covering the other psychiatric FTEs with telepsychiatry.

### 2.22.2. **Staff Accountability and Time Clocks**

- 2.22.2.1. Copies of staffing schedules, encompassing all health care staff, shall be submitted to the Director of Health Care Compliance by the 10th day of each month prior to delivery of service.
- 2.22.2.2. The Contractor shall describe the mechanism for staff accountability. The Contractor shall utilize time clocks, at the Contractor's expense, to determine actual hours of service provided. Actual hours of service may include hours worked outside of the facility up to four (4) hours per week per fulltime HCP. The offsite hours must be directly related to providing on call services, including infirmary rounds, community hospital rounds on KDOC offenders, and surgical time as it relates to KDOC offenders. Any routine outside worked hours shall have received prior approval from KDOC. Documentation of on call schedules shall be provided to KDOC that demonstrate on call hours worked.
- 2.22.2.3. The Contractor shall not count hours worked out-of-state or at locations other than KDOC facilities as authorized absences or KDOC contract hours. The Contractor's Regional Utilization Management Coordinator, Regional Psychiatrist, Regional Director of Nursing, Regional Behavioral Health Director, and Regional Medical Director positions shall be identified by title as outlined in this contract. These positions are considered essential to the KDOC operation and shall not be shared with, or perform duties for, any other contract outside of the KDOC contract. Health Services Administrators and Directors of Nurses shall be allowed to assist other facilities and other contract sites up to three (3) weeks per calendar year, if the KDOC facility is appropriately staffed during their absence. Further, HCPs already fulfilling equal to a fulltime position under this contract (40 hours per week) shall not be allowed to fulfill other position hours for this contract or any other contract during regularly scheduled working hours, except for short durations, and as approved by the Contractor's Regional Vice President and the Director of Health Care Compliance.
- 2.22.2.4. In the event of a strike, slowdown or full or partial work stoppage of any kind by the employees of the Contractor, the Contractor shall acknowledge its responsibility to continue to perform its obligations under this contract and shall indemnify KDOC for any reasonable losses it may incur in the event of a strike, slowdown, and or full or partial work stoppage by the Contractor's employees.

### **2.22.3. Retention of Current Contract (Incumbent) Staff**

- 2.22.3.1. The Contractor shall provide a plan for staff retention of the Incumbent Staff that includes, but is not limited to:
  - (a) The Contractor's plan for salary compensation for all Incumbent Staff. Contractor shall indicate their intent to maintain current salaries or increase salaries when necessary to maintain the current staff.
  - (b) Contractor shall indicate any intent to reduce salaries of Incumbent Staff, or future employees as compared to the current staffing summary salaries listed.
  - (c) Contractor's current Benefit Plan and how that plan relates to all Incumbent Staff to include whether the Incumbent Staff working within the KDOC contract will be enrolled in the current plan or a different plan.
  - (d) Employee health care costs to include identification of rural community providers and service differences for rural areas.
  - (e) Seniority/longevity bonuses or incentives for Incumbent Staff with long term service records.
  - (f) Sick leave and vacation time.
- 2.22.3.2. The Contractor shall contact each Incumbent Staff member to determine his or her continued employability status.
- 2.22.3.3. The Contractor shall waive eligibility time frames for health and retirement programs for all continued Incumbent Staff.

- 2.22.3.4. The Contractor agrees that it shall not bind any of its employees, or those under contract with the Contractor, to any agreement, which would inhibit, impede, prohibit or restrain in any way that would restrict such employee or independent contractor from accepting employment with any subsequent health care service provider to the KDOC or any other employer, other than legitimate non-competition clauses in employment agreements of program leadership (defined as the vice president of operations and the statewide medical director, mental health director and director of nursing) that prohibit serving in leadership roles for competitors but does not limit a licensed professional from practicing their profession.
- 2.22.3.5. KDOC currently has three (3) state-employed health care positions who were hired prior to privatization. Contractor shall be responsible for reimbursement to KDOC for salaries, benefits, overtime, vacation, sick leave, and malpractice insurance costs for these staff via an offset on the monthly payment voucher. The amount deducted shall be based on actual salary and benefits expenditures. Should any of the state employees leave their position, the Contractor shall be responsible for filling these positions as part of the contracted staffing plan at no additional cost to the State.
- 2.22.3.6. The Contractor is strongly encouraged to maintain existing Incumbent Staff to the extent that they are qualified, that the position still exists, and both the KDOC and the successful Contractor agree to that employment.

#### **2.22.4. Credentialing Criteria**

- 2.22.4.1. Throughout the term of this contract, KDOC shall have the right of approval prior to the Contractor's hiring of any regional staff, health services administrator, any director or nursing, any behavioral health coordinator, any director level position, physician, psychiatrist, advanced practice registered nurse, or any other position KDOC may designate during this contract term. Upon request, the Contractor shall provide KDOC with current resumes of any physician, administrator, psychiatrist, psychologist, dentist, behavioral health coordinator, or director of nurses.
- 2.22.4.2. The Contractor shall provide a written position description for each member of the health care staff, which clearly delineates the assigned responsibilities. The Contractor shall monitor performance of health care staff to ensure adequate performance in accordance with these positions descriptions.
- 2.22.4.3. The Contractor shall furnish the necessary administrative, supervisory, professional, and support staff for the proper and effective operation of the program defined herein, subject to the approval of such staff by the Director of Health Care Compliance. If any applicant recommended by Contractor is disapproved by KDOC a written summary of the reasons for the disapproval shall be presented to the Contractor.
- 2.22.4.4. In recognition of the sensitive nature of correctional facilities, Contractor agrees that in the event KDOC, in its discretion, is dissatisfied with any of the personnel provided under this contract, KDOC may deny access of such personnel to the correctional facility. KDOC shall provide written notice to the Contractor of such fact and the reasons therein, and the Contractor shall remove the individual in question from the programs covered herein and cover with other appropriate personnel until an approved replacement is found.
- 2.22.4.5. The Contractor shall employ only licensed and qualified personnel to provide clinical and behavioral health coverage for all health care related services of this contract.
- 2.22.4.6. The Contractor shall maintain personnel files in the Health Services Administrator's office on contractual personnel, which shall be made available to the Director of Health Care Compliance or their designee upon request.
- 2.22.4.7. All of Contractor's personnel shall be required to submit to a background investigation conducted by KDOC.

- 2.22.4.8. All personnel shall comply with applicable state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of KDOC and the Contractor, including any amendments thereto. All Contractor staff shall maintain any insurance required by law.
- 2.22.4.9. The Regional Director of Nursing and the Regional Behavioral Health Coordinator, in conjunction with the HSAs, shall be responsible for monitoring licensure compliance for all newly hired staff, and annually thereafter. Contractor has an in-house Credentialing Department that is charged with the implementation and oversight of this program.
- 2.22.4.10. In an effort to keep vacant health care positions to a minimum, the Contractor agrees to keep health care position wages current with market forces. Prior to the commencement of this contract, Contractor will perform a market survey for all licensed health care professions (physicians, psychiatrists, APRNs, RNs, LPNs, EMTs, CMAs, psychologists, master's level behavioral health professionals). A copy of the market survey will be submitted to the KDOC Human Resources Department, Executive Director of Contracts and Finance, and the Director of Health Care Compliance for review. Upon commencement of this contract, the licensed staff's minimum rate of pay will be at the 50th percentile for their profession based on their licensure and experience. Any increase in pay resulting from said market survey shall be within the not to exceed amount agreed to in this Contract and not subject to renegotiation. On July 1 of each succeeding contract year, the Contractor will present a new market survey of all licensed health care professions with a plan to keep all licensed staff's minimum rate of pay at the 50th percentile during the succeeding year. The initial and all subsequent market surveys shall be specific the area around each facility. The 50<sup>th</sup> percentile of the market survey will become the staffing deduction amount outlined in section 2.24.

**2.22.5. Recruitment and Retention** Contractor has demonstrated their recruitment and retentions strategies and capabilities.

**2.22.6. KDOC Employee Services**

- 2.22.6.1. The Contractor shall provide emergency medical treatment necessary to stabilize any injured KDOC employee, contract employee, volunteer, contractor, or visitor who is injured or becomes ill at the site. Follow-up care shall be the responsibility of the person receiving the emergency treatment.
- 2.22.6.2. In the event of a facility crisis, the Contractor shall provide KDOC employees with behavioral health crisis intervention. This shall be limited to a one-time consultation, with referral to community services. All Contractor staff shall participate in the facilities' emergency plans as outlined in the IMPP.
- 2.22.6.3. The Contractor shall provide pre-employment physical examinations, at no additional cost to KDOC, to corrections officers, corrections counselors, maintenance staff and other direct offender supervision personnel as required by IMPP, and in accordance with ACA and/or NCCHC standards.
- 2.22.6.4. The Contractor shall provide staff to assist KDOC in providing hepatitis B vaccinations, flu vaccinations, and annual TB blood testing for all KDOC and contract employees (this includes parole services staff, the food service vendor, and other KDOC and contracted employees). Tracking of the TB program shall be the responsibility of the KDOC facility human resource managers with assistance from the facilities' health services administrators. The Contractor shall be responsible to provide staff, needles, syringes, alcohol wipes, educational pamphlets, inoculations, and vaccines at no additional cost to KDOC. The KDOC shall assist the Contractor in establishing agreements for ordering supplies of inoculations and vaccines through interagency agreement with KDHE. The Contractor shall act as a backup in cases of shortage from KDHE. The Contractor's HSA's shall be responsible for coordinating delivery of inoculations and vaccines through KDHE.

- 2.22.6.5. The Contractor shall ensure all KDOC staff, including contract staff, receives annual TB blood tests or annual follow-up if past positive. The Contractor shall have written policies and procedures consistent with the KDOC Occupational Exposure Control Plan as required by OSHA Standard 29 CFR Number 1910.1030 Occupational Exposure to Blood Borne Pathogens.
- 2.22.6.6. The Contractor will need to provide adequate number of licensed and credentialed providers in the State of Kansas in order to be able to provide clinical coverage 24 hours per day, seven days per week, 365 days per year.

## **2.23. Payment**

- 2.23.1. The basis for the monthly payment shall be the annual not to exceed amount, less the amount identified in the Health Care Service Category Identification Table located in the cost proposal section of this contract for hepatitis C direct acting antiviral (DAA) medications, to establish the adjusted base contract amount.
- 2.23.2. Contractor shall submit to KDOC an invoice each month for 1/12 the adjusted base contract amount to include any additions or subtractions for per capita adjustments as described in Cost Proposal section for the previous month.
- 2.23.3. Contractor shall include separately for reimbursement subject to the cap set forth in Section 2.3.13, the amount expended on hepatitis C DAA during the preceding month and a list of each offender for whom DAA treatment was provided for. This list shall include, at a minimum, offender name, number, facility, DAA prescribed, and cost.
- 2.23.4. Any adjustments, to include staffing deductions (section 2.24), clinical performance guarantees (section 2.25), and compliance deductions (section 2.26), from the preceding month(s) shall be applied to the base payment.

## **2.24. Staffing Deductions**

- 2.24.1. KDOC shall deduct from the 1/12 payment one hundred and twenty-five percent (125%) of the actual cost of staff positions, which are unfilled from the initial date of the vacancy. The cost for licensed staff shall adjusted annually to correspond with pay adjustments made as a result of the annual market survey described in section 2.22.4.10.
- 2.24.2. The Contractor shall provide, at a minimum, the staffing levels established by this contract. Monthly status reports on each staff position shall be reported to KDOC. Calculations for staffing deductions from the 1/12 payment to the Contractor shall be based on the following terms:
  - 2.24.2.1. Authorized paid absence: Authorized paid absences, to include sick, vacation, holiday, bereavement leave, and approved education/training for all non-essential employees shall not be deducted from the 1/12 payments. Non-Essential employees are identified as all employees working for the Contractor to fulfill the requirements of this contract that are not listed as essential employees in Section 2.24.2.3.
  - 2.24.2.2. Unauthorized absence: All absences that are not paid by the Contractor shall be considered unfilled position hours for all non-essential employees and shall be deducted at 125% from the 1/12 payment.
  - 2.24.2.3. The Contractor shall be required to backfill for all essential employees. Employee's positions classified as essential are: physicians, mid-level practitioners, registered nurses, licensed practical nurses, certified medical aides and psychiatrists (Essential Employees). All Essential Employee hours shall be considered "unfilled" when the employee is absent from the work place during regularly scheduled hours regardless if it is an authorized paid absence or not. Essential hours may be backfilled by overtime, PRN staff, or agency staff. KDOC and Contractor agree that physicians, mid-level practitioners, and psychiatrists shall have short periods of vacancy for paid time off not to exceed two consecutive weeks considered as unessential for backfilling purposes as outlined in Contractor's revised pricing proposal. Unfilled essential hours shall be recognized as vacancies and shall be deducted from the 1/12 payments.

2.24.2.4. KDOC shall require the Contractor's employees working for the KDOC contract to observe and maintain the same holiday schedule as set forth by the State of Kansas for state employees. Staffing penalties shall not be deducted for non-essential or essential employees holiday hours, except for those hours minimally required to maintain a level of staff at each facility as would normally be required to staff on a weekend day. The Contractor shall provide in the proposal a normal weekend staffing plan for each unit within each facility.

**2.24.3.** Staffing deductions shall be collected in the form of an offset against the monthly payment to the Contractor. Such offsets shall occur until assessed deductions are fully recouped.

## **2.25. Clinical Performance Guarantees**

**2.25.1.** KDOC will monitor the health care services provided as outlined in this contract. Thirteen (13) specific measures shall be monitored each month in accordance with the minimum standard set forth in this contract. Those specific standards include:

- 2.25.1.1. Initial Health Assessment (2.3.7).
- 2.25.1.2. Periodic Health Assessment (2.3.8).
- 2.25.1.3. Non-Emergency Health Care Services/Sick Call (2.3.10).
- 2.25.1.4. Restrictive Housing Medical Services (2.3.11).
- 2.25.1.5. Special Needs Clinics/Chronic Care/Special Needs Treatment Planning (2.3.12).
- 2.25.1.6. Specialty Services (2.3.25).
- 2.25.1.7. Timeliness of RDU Reports (2.8.2).
- 2.25.1.8. Mental Health Screens (2.6.8).
- 2.25.1.9. Intra-system Transfers and Receiving (2.6.9).
- 2.25.1.10. Mental Health Special Needs Clinic and Treatment Planning (2.6.16).
- 2.25.1.11. Mental Health Sick Call (2.6.13).
- 2.25.1.12. Behavioral Health Restrictive Housing Rounds (2.6.17.1(b)).
- 2.25.1.13. Mental Health Group Sessions (2.6.19.1).

**2.25.2.** If performance falls below 90%, the Contractor shall, pay to KDOC as fixed, agreed, and performance guarantees, \$100.00 times the number of noncompliant occurrences identified during the review period.

**2.25.3.** Any subsequent review resulting in performance falling below 90% of this standard within six (6) months of the latest review requiring performance guarantees as described in this section, shall be considered a lack of resolution to the substandard performance and shall result in performance guarantees of \$125.00 times the number of noncompliant occurrences. A third substandard performance lower than 90%, within six (6) months of the latest review requiring performance guarantees as described in this section shall be taken at \$150.00 per occurrence. Any continued substandard findings within six (6) months from the latest review period resulting in penalty, will result in further penalties in increases of \$25 per occurrence, i.e. \$175, \$200, \$225, etc., until the substandard performance is resolved.

**2.25.4.** If the Contractor's performance remains above a 90% compliance threshold for a period of six (6) consecutive months without penalty, following an imposition of a penalty, then any substandard performance begins a new penalty cycle as described above.

**2.25.5.** During the life of the contract, health care processes may be identified that are of more importance than the thirteen (13) standards identified above in Section 2.25.1. With 90 days' notice to the Contractor, KDOC and the OHCC reserve the right to substitute one of the outlined standards with a new standard more indicative of new health care areas of emphasis. At no time will there be more than thirteen (13) standards reviewed per month.

**2.25.6.** As far as possible, the OHCC will seek to review these standards on a statewide basis using reports from the EHR that both the OHCC and the Contractor can use to monitor and improve performance.

The Contractor agrees to make every effort to maintain accurate EHR reports and will work with the OHCC to immediately correct any errors detected when monitoring these standards.

- 2.25.7. KDOC shall have final authority over calculation method and determination of the number of non-compliant occurrences requiring payment of such performance guarantees.
- 2.25.8. Performance guarantees shall be collected in the form of an offset against the monthly payment to the Contractor. Such offsets shall occur until assessed performance guarantees are fully recouped.

## 2.26. Compliance Deductions

- 2.26.1. KDOC may assess compliance deductions if it is determined that the Contractor is found to be non-compliant with any term of this contract not covered by sections 2.24 and 2.25. Compliance deductions shall be assessed on a per occurrence, per day basis. The amount of the compliance deductions shall increase after every 30 days that the item of non-compliance remains unresolved.
- 2.26.2. The Director of Health Care Compliance shall provide written cure notice to the Contractor's Regional Vice President when it is determined that the Contractor is found to be in non-compliance. Such written cure notice shall specify a cure period of at least 30 days. Should the Contractor fail to address the deficiency within the cure period, compliance deductions shall be assessed starting the first day following the end of the cure period. KDOC and the OHCC may extend the cure period if the Contractor has not fully resolved the issue of non-compliance but has shown improvement during the cure period. Compliance deductions shall accrue until the Contractor has addressed the deficiency to the satisfaction of the KDOC and OHCC.
- 2.26.3. Compliance deductions shall be collected in the form of an offset against the monthly payment to the Contractor. Such offsets shall occur until assessed compliance deductions are fully recouped.
- 2.26.4. Compliance deductions for the first 30 days following the expiration of the cure period shall be \$125 per occurrence, per day. For each subsequent 30-day period, the amount shall increase by \$25 per occurrence, per day, (i.e., \$125 for days 31 – 60, \$150 for days 61-90, etc.) until the deficiency is resolved.

## 2.27. Per Capita Adjustments

- 2.27.1. To account for fluctuations in the inmate population, adjustments to monthly payment shall as the actual average daily population (ADP) for that month at each facility increases or decreases. The per capita rate will be applied to difference between the contract capacity and actual ADP.
- 2.27.2. No adjustments shall be made until the monthly ADP is 10% above or below the contract capacity as shown in Appendix F. The adjustments shall continue until the monthly ADP returns to within 10% of the contract capacity. Further adjustments may be made when the monthly ADP increases/decreases in increments of 10%, consistent with the per capita rates included in the cost proposal.
- 2.27.3. Per capita adjustment shall be considered full compensation and the only payment for all offender services for those offenders over the facility capacity and are in no way related to monies owed for offenders counted within the facility capacity. Per capita payments by KDOC to the Contractor are considered comprehensive and shall include all costs to provide health care needs to the population, including, but not limited to:
  - 2.27.3.1. Supplies.
  - 2.27.3.2. Pharmaceutical costs.
  - 2.27.3.3. Administrative overhead costs.
  - 2.27.3.4. Treatment and related services.
  - 2.27.3.5. On-site specialty services.
  - 2.27.3.6. Off-site specialty services.
  - 2.27.3.7. Any hospitalizations covered under this contract.



- 2.27.4. In the event KDOC elects to open or close facilities, both parties shall negotiate the compensation and staffing levels for that facility providing KDOC elects to contract for health care services at any such facility.
- 2.27.5. Any future consolidation or separation of any current facility shall not affect the duty of the Contractor to provide services pursuant to this contract in the same manner as though the consolidation or separation had not occurred. Capacity expansion at existing facilities shall not be interpreted as a new facility.
- 2.27.6. KDOC and Contractor agree to consider the revised Average Daily Population for purposes of this contract to be 10,550 offenders as per the revised Appendix B dated March 16, 2020, which is incorporated into this contract.

**2.28 Criminal Background Investigations**

Contractor agrees to provide personnel information, including fingerprints, as may be required by the Secretary of Corrections and to allow criminal justice agencies to perform background checks and investigations on any of its personnel.

### 3. Cost Sheet

**Table I – Summary by Year**

	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>
Base Compensation at 10,550	\$86,542,124	\$88,742,756	\$91,049,005	\$93,470,060	\$96,016,238	\$98,694,178
Per Capita Adjustment	\$2.66	\$2.77	\$2.89	\$3.03	\$3.17	\$3.32

**Table II – Detailed Breakout**

<b>Service</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>
Offsite Hospital Care	\$3,451,569	\$3,555,116	\$3,661,769	\$3,771,622	\$3,884,771	\$4,001,314
Outpatient Surgery/Site						
Ambulance Services	\$6,558,255	\$6,757,013	\$6,961,771	\$7,172,709	\$7,390,012	\$7,613,899
Pharmacy (excluding Hep-C DAA)	\$7,312,980	\$7,837,971	\$8,416,695	\$9,055,914	\$9,763,336	\$10,547,210
<b>Medical Personnel Costs</b>	<b>\$30,269,342</b>	<b>\$31,103,463</b>	<b>\$31,832,101</b>	<b>\$32,583,036</b>	<b>\$33,357,274</b>	<b>\$34,155,629</b>
RDU	\$1,897,547	\$1,939,677	\$1,982,955	\$2,027,427	\$2,073,141	\$2,121,507
Behavioral Health & Forensic Services	\$12,354,553	\$12,506,491	\$12,793,492	\$13,089,084	\$13,393,649	\$13,706,122
Hepatitis C DAA Treatment	\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000
Electronic Health Record System	\$540,000	\$550,800	\$561,816	\$573,052	\$584,513	\$596,204
Overhead	\$10,552,884	\$10,718,503	\$10,887,835	\$11,060,970	\$11,238,000	\$11,415,300
Profit	\$6,104,994	\$6,273,722	\$6,450,570	\$6,636,245	\$6,831,543	\$7,036,994

Pricing is based upon the following assumptions:

1. An Average Daily Population (ADP) of 10,550.
2. Physicians, mid-level practitioners, and psychiatrist being moved to non-essential positions. All other positions remain as classified in the RFP.
3. \$7.5 million annual cap on Hepatitis-C medications. Any amounts in excess of this cap are the financial responsibility of the KDOC.

## **4. Contractual Provisions Attachment**

DA-146a Rev. 07/19

### **4.1. Important**

This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 27th day of March, 2020.

### **4.2. Terms Herein Controlling Provisions**

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

### **4.3. Kansas Law and Venue**

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

### **4.4. Termination Due to Lack of Funding Appropriation**

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

### **4.5. Disclaimer of Liability**

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

### **4.6. Anti-Discrimination Clause**

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the

basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

#### **4.7. Acceptance of Contract**

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

#### **4.8. Arbitration, Damages, Warranties**

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

#### **4.9. Representative's Authority to Contract**

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

#### **4.10. Responsibility For Taxes**

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

#### **4.11. Insurance**

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

#### **4.12. Information**

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

#### **4.13. The Eleventh Amendment**

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

#### **4.14. Campaign Contributions / Lobbying**

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to Procurement and Contracts on **January 10, 2020** in response to Bid Event Number **EVT0006973**.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish **Comprehensive Health Care Services** for **Kansas Department of Corrections (KDOC)** on order of the Agency at the price or prices contained herein.

This contract is entered into this **27th** day of **March, 2020** by and between the State of Kansas (State) and **CENTURION OF KANSAS, LLC, ST. LOUIS, MO** (Contractor).

Signatures on file.