



**STATE OF VERMONT
DEPARTMENT OF CORRECTIONS
OUT OF STATE INCARCERATED INMATE HOUSING
350 BED
2018 REQUEST FOR PROPOSALS
Written Question Submissions**

1. Page 2, paragraph G) requires that the Contractor's facilities have video conferencing capabilities in accordance with the State of Vermont systems and standards. Please confirm that the Department will be responsible for the cost of the equipment and system in Vermont.

VTDOC response: VTDOC uses Skype For Business for video conferencing needs. Required equipment from the bidder is a laptop/computer with a camera/microphone and an internet connection. If needed, the computer could be provided by the VTDOC.

2. Page 3, paragraph K) says that Contractor will ensure that all inpatient hospital claims are processed through the Vermont Department of Vermont Health Access (Vermont's Medicaid Program). Recognizing that Medicaid claims processing for out-of-state patients is complex, will this requirement be met/addressed by the Contractor's providing the claim to Vermont Health Access, even if there is no assurance of the hospital's willingness to accept Medicaid rates as full payment for inpatient services

VTDOC response: Vermont inmates, including those placed out-of-state, can receive Medicaid benefits for inpatient hospital services. The hospitals would need to enroll as a VT Medicaid provider. The hospital would submit claims to the Department for Vermont Health Access for inpatient hospital services. For more information, visit <http://www.vtmedicaid.com/assets/provEnroll/EnrollRevalBilling.pdf> and <http://www.vtmedicaid.com/assets/manuals/VTMedicaidProviderManual.pdf> for additional information. VTDOC will not reimburse the contractor for inpatient hospitalization services which are not processed through the Department for Vermont Health Access.

3. Section 2.1, Contract Term, provides that the contract term will be for an initial term of two years, with the right to extend the contract for one additional two-year term. Will the Department agree that the contract extension will be exercised by mutual agreement of the parties?

VTDOC response: Yes, any changes to the contract (amendments to language, contract maximum value, term, etc.) would need to be exercised by mutual agreement of the parties.

4. Sections 2.7 Subcontractors and 4.6 Proposal Format Response Section I include requirements for identifying subcontractors and for substantiating subcontractors' qualifications and experience. Please confirm these requirements pertain only to subcontractors performing an entire major area of potential operational management (e.g., food service, medical services, commissary, etc.) and do not include more routine subcontractors retained to perform minor services in the facility (e.g., pest control, waste management services, etc.).

VTDOC response: Subject to award and contract negotiation. Refer to RFP section IX Exceptions.

5. Section 3.1 Project Management provides in part that "the Contractor must abide by all DOC standards and protocols as defined by the Facilities Operations Manager and his/her designee." Please specify what standards and protocols the Contractor will be responsible to comply with.

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VTDOC response: These standards can be found in the RFP, section 1 and the directives outlined in section 1(I); Disciplinary, Administrative Segregation, Protective Custody, Disciplinary Segregation, Reporting, and Grievances. These directives can be found under the VTDOC's public website, <http://doc.vermont.gov/>.

6. Section 4.6, proposal Format Response Section X, references the State of Vermont contract template. Please furnish a copy of this document.

VTDOC response: See attached.

7. Section 5.3 Method of Award indicates that "Penalties and/or Retainage may be a condition of this contract." Under what circumstances will these apply?

VTDOC response: The specific performance measures can be determined as part of the contract negotiation process, but could include monetary penalties or retainage of payments due to contractual obligations not being completed, incorrect billing, etc.

8. Will the Department agree to screen all transfers to exclude inmates currently being treated for AIDS, HIV, cancer, renal dialysis, and Hepatitis C and to reimburse the Contractor for all costs associated with treating any inmate who remains in the Contractor's facility by agreement of the parties after being diagnosed with one or more of these conditions?

VTDOC response: VTDOC and its health services contractor reviews the medical records of all inmates that are transferring OOS to verify that the inmate is safe to transport. All screenings for the conditions listed are completed only if the inmate consents. Decisions to transfer inmates OOS are made on a case-by-case basis. Provisional caps (e.g., catastrophic loss limits) on health care costs can be determined as part of the contract negotiation process.

9. Appendix 1, Paragraph F, Infirmary Services, requires the Contractor to staff and utilize infirmary beds. Will the Department agree to substitute "observation beds" for "infirmary beds"?

VTDOC response: No, the bidder should have infirmary capacity at the facility being proposed. Inmates placed in the infirmary shall, at all times, have the ability to access qualified healthcare professionals using verbal or auditory cues.

10. Will the Department reimburse the Contractor for security provided for an inmate during inpatient hospitalization after the first 72 hours?

VTDOC response: This can be determined as part of the contract negotiation process. Ideally, security-related costs would be included in the negotiated "per inmate per day" rate.

11. Appendix 1, Paragraph G, Hospitalization. Will the Department agree that if an inmate is in need of psychiatric hospitalization that exceeds that short-term hospitalization available in the facility's local community, the inmate will be returned to Vermont?

VTDOC response: The inmate's psychiatric status may mean that it is unsafe for them to transfer back to Vermont. The decision to move them back to Vermont or place them in an out-of-state psychiatric facility shall be made on a case-by-case basis.

12. Appendix 1, Paragraph M, Medical Prosthetics and General. Will the State agree to reimburse the Contractor for patient-specific equipment (e.g., IV pump) and prosthetics that cost more than \$2,500?

VTDOC response: This can be determined as part of the contract negotiation process. Ideally, the costs for providing the equipment and supplies necessary to meet the needs of the OOS inmate population will be included in the negotiated "per inmate per day" rate.

13. Appendix 1, Paragraph O, Pharmaceuticals, includes a reference to Attachment B; however there does not appear to be an Attachment B. Please clarify.

VTDOC response: The Contractor will be responsible for providing comprehensive pharmaceutical services. Provisional caps (e.g., catastrophic loss limits) could be negotiated. Attachment B (payment provisions) will include language that states what will be paid by VTDOC. See attached.

14. Appendix 1, Paragraph Q, Dental Services, says that dental prostheses will be provided as determined by a licensed dentist. Will the Department agree to cover the cost of dental prostheses that are approved by the Vermont Health Services Director?

VTDOC response: This can be determined as part of the contract negotiation process. Ideally, the costs of providing comprehensive dental services will be included in the negotiated "per inmate per day rate."

15. Appendix 1, Paragraph X, Inmate Death. Will the Department agree that all expenses related to the post-mortem examination and any necessary preparation and shipment of the body will be reimbursed by the Department?

VTDOC response: Costs associated to post-mortem examinations ordered by the medical examiner in the jurisdiction of facility should be covered by the bidder. If the medical examiner in the jurisdiction of facility doesn't order the post-mortem examination, VTDOC will incur the costs of a post-mortem examination if requested by the VTDOC. All preparation/shipment costs will be covered by the VTDOC.

16. Section 2.11.2 and Appendix 2 Attachment C, paragraph 8 - The Insurance sections require the Contractor to carry workers' compensation insurance in accordance with the laws of the State of Vermont. Since the RFP is for services that will be provided in an out- of-state facility, please revise this section to reflect that workers' compensation insurance must be provided in accordance with the laws of the state where the services are provided.

VTDOC response: Subject to award and contract negotiation. Refer to RFP section IX Exceptions.

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17. Appendix 2 Attachment C paragraph 13, Records Available for Audit, requires the Contractor to provide the Department with access to certain documents. Please confirm that the Department's access to records and materials pursuant to this section is limited to those records and materials that are necessary to monitor contract performance and does not include access to the Contractor's proprietary or non-public corporate information.

VTDOC response; Subject to award and contract negotiation. Refer to RFP section IX Exceptions.

18. Appendix 2, Attachment C paragraph 19 Sub-Agreements provides that in the event a contract is procured, the contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the written approval of the State of Vermont. Will the Department agree that the Contractor may subcontract or assign this Agreement, in whole or in part, to an affiliate of Contractor, provided the Contractor remains responsible for all obligations undertaken pursuant to this Agreement?

VTDOC response; Subject to award and contract negotiation. Refer to RFP section IX Exceptions.

19. Appendix 4 Attachment F, paragraph 9 – Intellectual Property/Work Product Ownership. Please confirm that the Contractor's proprietary corporate information, including, but not limited to, its forms, systems, software and processes developed in the regular course of Contractor's business and data technical information and materials that pertain to another customer/partner, another facility, or another inmate population shall remain the property of the Contractor and would not become the property of the state of Vermont under any contract awarded under this RFP.

VTDOC response; Subject to award and contract negotiation. Refer to RFP section IX Exceptions.

20. Please confirm that the Contractor will have the opportunity to negotiate additional compensation for any increase in the Contractor's costs that is attributed to a change in applicable standards, including clinical guidelines, policies and protocols.

VTDOC response; Any significant changes to standards, scope of work, costs, etc. will need to be done through the contract amendment process, but the expectation of the VTDOC is that pricing will remain consistent during the contract term unless a change is required by VTDOC and/or the term of the contract is extended.

21. Will the Contractor be permitted to retain commissary profits?

VTDOC response; No. State of Vermont statute requires commissary commissions to be collected and deposited into the Inmate Recreation Fund for all Vermont Correctional Facilities. This is based upon the definition in 28 V.S.A. § 3 (3) of a "Correctional facility" or "facility", which includes any facility "supported by the Department and used for the confinement of persons committed to the custody of the Commissioner" of VTDOC. This

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includes any Supplemental Housing facility.

22. Could you please provide the number of Vermont inmates housed out of state for the preceding twelve (12) months and if that number has increased or decreased during that same time period.

VTDOC response; In June of 2017 the Out of State headcount was 269. Currently the headcount is at 229.

23. The [REDACTED] currently houses Federal detainees. If necessary, can Vermont inmates be housed in the same general population units as these detainees if there is no contact with the Federal detainees pursuant to a housing unit schedule designed to prevent such contact?

VTDOC response; This can be considered as part of the contract negotiation process.

24. If necessary, can Vermont inmates be housed in the same segregation units as the Federal detainees if there is no contact with the Federal detainees?

VTDOC response; This can be considered as part of the contract negotiation process.

25. Certain inmates may require a higher level of supervision due to such factors as custody status, gang affiliation or mental illness. Would the VT DOC provide additional funding or increased per diem rates for these specialized populations?

VTDOC response; This can be considered as part of the contract negotiation process.

26. Would the VT DOC be willing to provide a transport vehicle to the [REDACTED] to be used solely for the transportation of VT DOC inmates or in the alternative provide funding to secure a vehicle for such limited use?

VTDOC response; No.

27. Could you please explain in greater detail the provision found in Section I, paragraph D, which states that the Contractor shall provide an annual credit in the amount of Fifty Thousand Dollars (\$50,000.00) for contract monitoring and if this amount is credited up front annually or if it is prorated over twelve (12) months.

VTDOC response; This can be considered as part of the contract negotiation process.

28. Pursuant to Section 1, paragraphs E and F of the RFP, will the Vermont Contract Monitor and the Vermont Corrections Specialist be the same individual, and if not, will two individuals be specifically assigned to the [REDACTED] or will different individuals rotate throughout the duration of the contract?

VTDOC response; The Vermont Contract Monitor and the Vermont Corrections Service Specialist (CSS) are separate staff members. Generally, the Monitor would be on site every

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other month and the CSS's would be monthly. You can expect two staff members on site per month.

29. Please provide the name(s) of the individual(s) who will be responsible for any investigation of criminal conduct perpetrated by Vermont inmates housed at the [REDACTED] or any other such contact person for investigations.

VTDOC response: Any criminal conduct would be managed through your local jurisdiction.

30. At the [REDACTED], currently any PREA violations allegedly committed by staff members are referred to the [REDACTED] Police and any PREA violations allegedly committed by detainees are referred to the Office of Inspector General. Which entity would be charged with investigating any alleged PREA violations that involve Vermont inmates ([REDACTED], Vermont or Federal) and what agency would have jurisdiction to prosecute?

VTDOC response: Local protocol and jurisdiction.

31. Beyond providing notice to the VT DOC, are there any other requirements that must be met by [REDACTED] before conducting investigations for any alleged criminal conduct by Vermont inmates housed at the [REDACTED] (e.g. assault, possession of drugs, etc.)?

VTDOC response: No.

32. Other than critical incidents, inmate deaths, escapes, suicides and hostage situations, can notification be sent via email with follow-up to occur within 24 hours?

VTDOC response: This can be considered as part of the contract negotiation process.

33. Can you please explain how VT DOC houses Security Risk Group (gangs) inmates and also provide references to any VT DOC policies or regulations that apply to such housing.

VTDOC response: The Bidder's facility would follow their process for managing these populations.

34. Who will be responsible for the custodial classification of the Vermont inmates, VT DOC or [REDACTED], and if VT DOC will be responsible for said classifications, please provide any references to VT DOC policies or regulations governing such classification procedures.

VTDOC response: The Bidder's facility would follow their process for managing these populations.

35. Would the [REDACTED] be responsible for determining good time credits for Vermont inmates or would this be based on VT DOC standards and policies? If these credits are based on VT DOC policies, would VT DOC caseworkers determine these credits or would [REDACTED] staff be trained on the Vermont policies and regulations?

VTDOC response: All VTDOC case management would be conducted by VT Correctional

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Service Specialists.

36. Would the [REDACTED] or the VT DOC be responsible for transporting inmates who have been discharged back to their home state?

VTDOC response: The Bidder is responsible for transporting inmates back to Vermont.

37. Could you please provide in detail, the billing and payment structure for this contract? Are invoices submitted every thirty days (30) and what is the turnaround time for payment on said invoices?

VTDOC response: Invoices should be submitted at the end of each month, prior to the 15th day of the month following services. The summary page (invoice itself) should include the cost per day and total bed days for that billing period. Backup should be included that details each inmate's total beds days. See Attachment B.

38. For [REDACTED] current contracts, transportation of detainees is billed separately with different rates depending on the number of correctional officers assigned to the transportation detail. Will this same billing practice be utilized by the VT DOC contract and would there be specific transportation rates that would apply.

VTDOC response: Transport cost should be included in the per diem rate.

39. The [REDACTED] is not presently accredited by the NCCHC, will the VT DOC assist the [REDACTED] financially with the accreditation process?

VTDOC response: VTDOC will not assist with this.

40. The [REDACTED] is not financially responsible for prescription drugs (including psychotropic medications and Hepatitis C medications), eyeglasses, and prosthetics and off site medical services (including inpatient services) for any of its current user agencies. These items are billed directly to the user agencies. Will the [REDACTED], or the supplier of these items and services, be able to bill these items directly to the Vermont Medicaid program or in the alternative, would the [REDACTED] be reimbursed for these costs.

VTDOC response: The Contractor will be responsible for providing comprehensive healthcare services, and ideally all costs be included in the negotiated "per inmate per day" rate. Attachment B (payment provisions) will include language that states what will be paid by VTDOC. See attached.

41. Can you please provide Attachment B which is referenced in the Description of Health Services at Section 0 entitled "Pharmaceuticals"?

VTDOC response: See attached.

42. What medications and/or medical services would the [REDACTED] be financially responsible for and not reimbursed by the VT DOC or other Vermont agency?

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VTDOC response; The Bidder will be responsible for providing medications and comprehensive medical, mental health, and pharmaceutical services as identified in the previous question answers above.

43. Please provide or describe the visitation schedule for the inmates at the location(s) where the Vermont inmates are currently housed.

VTDOC response; The Bidder's facility would follow their process for managing visiting schedules.

44. Please provide the visitation schedule currently utilized for Vermont inmates and if these visits are contact or non-contact visits.

VTDOC response The Bidder's facility would follow their process for managing visiting schedules.

45. Please provide a list of jobs currently available to Vermont inmates and provide any limitations on which inmates would be prohibited from having a job (custody level or any other factors).

VTDOC response; Employment opportunities consist of kitchen, unit cleaners, facility cleaners, boiler tenders, laundry, work crews, open ears coaches, Law Librarians and industries. Restrictions are based on security sensitive areas such as the industries buildings.

46. Please provide the average length of stay for inmates that are housed out of state for the preceding year.

VTDOC response; 36 months minimum.

47. Please provide a copy (or link to) of the video conferencing requirements in accordance with Vermont systems and standards.

VTDOC response; State uses Skype for video conferencing. If Contractor does not use Microsoft Office, they should still be able to accept and attend meetings set up by VT DOC staff.

48. Please describe more specifically what it means to provide a data interface with the VTDOC Offender Management System.

VTDOC response; The VTDOC uses GlobalScape for file transfers VTDOC can place digital offender files (which would contain PII) in this location for the Bidder to retrieve files. VTDOC will create and give access to files from the Offender Management System and Electronic Health Record in this location for offender data to be downloaded by the bidder, which will require sign-off on the VT Interconnection Security form. The Bidder will need to adhere to Federal and State of Vermont guidelines on protected data regarding usage, storage and destruction.