

Vermont Department of Corrections



Request for Proposals

Project Title: Health Services Monitor

Anticipated Contract Period: September 1, 2021 through June 30, 2023

Date RFP Issued: April 1, 2021

Bidders Conference: TBD

Date of Bid Closing: May 15, 2021

Date of Bid Opening: April 1, 2021

Location of Bid Opening: Waterbury, VT

Single Point of Contact: Max Titus

Contact Address: Vermont Department of Corrections
NOB 2 South, 280 State Drive
Waterbury, VT 05671-2000

Phone: (802) 917-1009

Email: max.titus@vermont.gov

1. Overview

1.1 Requests for Proposals

The Vermont Department of Corrections (DOC), Health Services Division (HSD) is seeking proposals for a Health Services Monitor (HSM) that will assist the DOC HSD in monitoring the quality of health services provided by the DOC's Comprehensive Correctional Health Care contractor. Anticipated contract period will be September 1, 2021 through June 30, 2023 with option to renew for two consecutive one year periods. The option to renew will be based upon performance of contractor and continued funding.

1.2 Background and Need Statement

The Vermont DOC HSD is seeking a Health Services Monitor ("Contractor"). The scope of work outlined through this contract is based on the DOC's responsibilities for the provision of inmate health services:

- Delivery of comprehensive health care services to inmates as mandated by State legislation, settlement agreements, Federal laws, the US Constitution, NCCHC standards, and other required standards.
- Delivery of health care services which are timely, appropriate, physician-driven, and in keeping with general best practices.
- Development of a Continuous Quality Improvement (CQI) Plan which shall be updated on an annual basis.

The DOC contracts with a private entity, VitalCore Health Strategies ("VitalCore"), to provide comprehensive health care and services to incarcerated individuals. The Contractor shall provide an independent assessment of the quality of the care provided by VitalCore (or its successor(s)) to individuals housed in Vermont's correctional facilities. The purpose of this assessment is to provide the DOC with objective, accurate, and meaningful data for:

- Improving the quality of care
- Identifying potential barriers to care
- Evaluating the timeliness and appropriateness of rendered services in accordance with established standards
- The ongoing development of the CQI Plans
- Complying with the terms of settlement agreements.

Proceedings, reports, and records of services provided under this contract that relate to the Peer Review Process shall be provided in a manner consistent with Vermont State Statute 26 VSA 1441-1443 and as such shall be confidential and not subject to re-disclosure except as where permitted by law. These reports may include but may not be limited to the following:

- Peer Reviews

- Independent case reviews
- Root Cause Analyses (RCA)
- RCA follow-up reports
- Medical records chart audits

Prior to instituting services under this contract, the DOC shall approve the services to be provided by the Contractor.

2. Scope of Work

Contractor will provide the following services as determined appropriate and when requested by the DOC:

- Consultation and technical assistance on a full range of factors that impact the health of justice-involved individuals.
- Periodic medical records audits using quality indicators as determined by the DOC, which are based on National Committee on Correctional Health Care Standards (NCCHC). For each audit, the DOC shall provide the Contractor with a list of complex medical, mental health, and/or substance abuse cases. The Contractor will review each patient chart and use the results of the analysis to describe the quality, efficiency, efficacy and cost effectiveness of health and mental health services provided to individuals in the custody of the DOC. This may include determination of medical necessity and appropriateness. Audits will be conducted via direct access to the Electronic Health Record (EHR).
- Conducting, as requested, an independent case review of serious events (mortality, morbidity, and sentinel event review) for the purpose of identifying systemic issues and process shortcomings. This may include follow-ups completed at three, six, and 12 month intervals, as requested. Review of all sentinel events must occur in a timely fashion as per NCCHC standards 2008 P-A-10.
- Peer Reviews will be referred to the Contractor as required after initial review by the DOC HSD and VitalCore or its successor.
- Recommend performance improvement initiatives based upon sentinel event reports, audits, and summary reports from the DOC and VitalCore or its successor(s).

Special Considerations:

Contractor will provide their own means for fulfilling the communications, research, and transportation requirements of the contract.

Work under the contract will be sporadic and somewhat unpredictable in terms of hours per week/month. The Contractor shall be prepared to respond to the Health Services Administrative Director's or designee's requests within two business days unless other arrangements have been made in advance.

The DOC permits the Contractor to use all data collected in servicing this for the following purposes:

- Improve the quality of correctional health care services in Vermont.

- Improving the overall health status of justice-involved individuals in Vermont.

Reports should be sent to:

Max Titus, Administrative Director, Health Services Division
Department of Corrections
NOB 2 South
280 State Drive
Waterbury, VT 05671-2000

3. General Provisions

3.1 Contract Terms

The selected bidder will sign a contract with the DOC to carry out the specifications and provide the activities detailed in the proposal. Terms and conditions from this RFP and bidder's response may become part of the contract. This contract will be subject to review throughout its entire term. The DOC will consider cancellation upon discovery that the contractor is in violation of any portion of the agreement, including an inability by the contractor to provide the products, support and/or service offered in their response.

3.2 Contract Award

The DOC may award one or more contracts and reserves the right to make additional awards to the same bidder or other bidders who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the DOC.

3.3 Subcontractors

Any subcontractors hired by the primary contractor must adhere to the same standards and contract provisions applicable to the primary contractor. The primary contractor retains overall responsibility for contract performance. The primary contractor must advise the DOC of intent to hire a subcontractor and provide the name of company, name of president/owner and location of company. The DOC reserves the right to reject the hiring of subcontractor during the term of contract.

3.4 Invoicing

All invoices are to be submitted by the Contractor on the Contractor's standard invoice. The invoice must include the following: a signed signature, name and address for remittance of payment by the state, the contract number, date of performance and a brief description of the service or product provided.

3.5 Contractor Performance Guidance

All bidders will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of project deliverables will occur at intervals agreed upon by both the DOC and the Contractor and designated in the contract.

3.6 Contractor Staffing

Key staff member(s) must be assigned to this contract for the full duration proposed. None of the key staff member(s) may be reassigned or otherwise removed early from this project without explicit written permission of the DOC.

The Contractor must identify staff member(s) who will remain on this project until completion, unless indicated otherwise in the Contractor's proposal. The Contractor may propose other staff members as "key" if desired. The Contractor will make every reasonable effort to ensure that the early removal of a key staff member has no adverse impact on the successful completion of this project.

3.7 Key Contractor Responsibilities

The selected Contractor must assume primary responsibility for the implementation of the contract specifications and activities.

3.7.1 The Contractor will successfully implement the plan to accomplish the tasks described and defined in the Scope of Work.

3.7.2 The Contractor must abide by all State policies, standards and protocols as provided, and defined in this contract. Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. **No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.**

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary, to comply with Vermont law.

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

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or

hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$1,000,000.00 per occurrence, and \$3,000,000.00 aggregate. This is subject to review during contract negotiations, and may increase or decrease as determined by Risk Management Division of the State of Vermont.

Additional Insured: The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change: There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the DOC.

3.7.2 The Contractor must abide by all Federal Regulations if applicable to this contract.

4. Management Structure and General Information

4.1 Project Management

The Contractor will be accountable to the Administrative Director of Health Services and their designee(s), and holds responsibility for the project deliverables, schedule and adherence to contract provisions. The Contractor must abide by all DOC standards and protocols as defined by the Administrative Director of Health Services and their designee(s).

4.2 Status Reports

The Vermont Department of Corrections reserves the right to call meetings with the Contractor either in person or by conference call to ensure that unresolved issues are resolved during this contract period. The Contractor will be accountable in advising the Administrative Director of Health Services or designee when/if performance measures agreed upon will not be met. The following status reports will become part of the contract. They include the following:

At least quarterly, the Contractor will provide the DOC an update to include the status of the Contractor's ability to meet the expectations of the contract.

5. Proposal Requirements

5.1 Proposal Guidelines

This RFP defines the scope of work required and work/management structure within which the chosen Contractor must operate. In order to be considered for selection,

bidders must complete all responses to this RFP in the format described in this document. Proposals not meeting the requirements described in this RFP will not be considered.

5.2 Single Point of Contact

The Administrative Director of Health Services is the sole contact for this proposal. All communications concerning this RFP are to be addressed in writing to the attention of the Administrative Director of Health Services listed on cover sheet of this proposal. Attempts by bidders to contact any other party could result in the rejection of their proposal as determined by the DOC.

5.3 Question and Answer Period

Any bidder requiring clarification of any section of this proposal or wishing to submit questions may do so according to the **5.5 Timetable** schedule listed in this section. Questions may be e-mailed to the Administrative Director of Health Services listed on page 1 of this proposal. Any clarification or questions submitted following the last day of the question period to the RFP will not be responded to.

At the close of the question period a copy of all questions or comments and the DOC's responses will be posted on the State's web site:

<http://www.vermontbusinessregistry.com>

Every effort will be made to have these available soon after the question period ends, contingent on the number and complexity of the questions.

5.4 Bidders Conference Call

The State reserves the right to call an on-site or virtual bidders Conference in Waterbury, VT from bidders prior to the selection of a contractor.

5.5 Timetable

The table below presents the DOC schedule for this RFP and contracting process. Please note that the DOC may change this schedule at any point.

RFP published	April 1, 2021
Written questions due	April 15, 2021
Response to questions	April 23, 2021
Proposal due (see Section 5.6 for detailed instructions on proposal format and submission instructions)	May 15, 2021
Contract negotiation period	June 15, 2021 - July 15, 2021
Anticipated "Start Work Date"	September 1, 2021

The DOC reserves the right to accept or reject any or all proposals. Selected DOC staff will evaluate proposals. If a proposal is selected, the chosen Contractor will be invited to negotiate a contract for all or part of the activities outlined in this RFP. Work to be completed under this contract will commence no later than September 1, 2021.

5.6 Proposal Submission

Bidders must submit an original and six (6) copies of the proposal with a signed cover letter and at least one unredacted electronic copy.

The DOC reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

Please note that any and all pages of the bidder's proposal containing confidential and proprietary information must be clearly marked "Proprietary and Confidential." After completion of this bid process, all proposal materials are in the public domain. Proposals may not be marked "Proprietary and Confidential" in their entirety.

The proposal must be organized in the order described below. Use the numbering designations outlined.

Bidders will submit their proposal to:

Max Titus
Administrative Director of Health Services
Vermont Department of Corrections
NOB 2 South, 280 State Drive
Waterbury, VT 05671-2000

The closing date for the receipt of proposals is May 15, 2021.

Bids must be delivered to the contact at the address listed above prior to that time. Proposals or unsolicited amendments submitted after that time will not be accepted. There are no exceptions to the closing date conditions.

Delivery Methods:

- | | |
|--------------------------|--|
| U.S. MAIL: | Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to insure receipt by the DOC prior to the time of the bid opening. |
| EXPRESS DELIVERY: | If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. |
| HAND DELIVERY: | Hand carried bids will not be accepted. |
| ELECTRONIC/EMAIL: | Electronic bids will <input checked="" type="checkbox"/> will not <input type="checkbox"/> be accepted. |
| FAXED BIDS: | Faxed bids will not be accepted. |

5.7 Proposal Format

Proposals of any length will be considered. The format of the bidder's proposal must include, at a minimum the following chapters, numbered as follows:

5.8 Response Section I: Cover Letter, Vermont Tax Certificate and Insurance Certificate

The cover letter must be signed and dated by a person authorized to legally bind the bidder to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. This must be completed and submitted as part of the response for the proposal to be considered valid. See Attachment C.

Along with introductory remarks, the cover letter must include by attachment the following information about the bidder and any proposed subcontractors:

- Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
- Legal status of the bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
- Disclose if you, your Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funded agreement over the past five years has been convicted, imprisoned, placed on probation or under supervision, or fined for any violation of any law including motor vehicle violations.
- Disclose if you, Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funded agreement has been convicted of a felony.
- Location of the facility from which the bidder would operate.
- Number of years experience carrying out the activities of this contract.
- Demonstrate adequate financial resources and be financially sound as proven by furnishing balance sheet/financial statements, showing that the bidder has been in business continually for the last three (3) years.
- Provision of a single point managerial level contact to coordinate all DOC requirements and to be the point of contact for any problems/questions that may arise.
- Statement showing agreement that bidder's procedures shall be in compliance with all applicable Federal and State laws.
- Insurance Certificate must be included in Response Section I.
- Vermont Tax Certificate must be included in Response Section I.
- Statement outlining your acceptance of conditions outlined in the RFP and with the State's contract provisions.

Response Section II: General Background and Qualifications

Bidder must provide the following information about their company so that the DOC can evaluate the bidder's stability and ability to support the commitments set forth in response to the RFP. The DOC may require additional documentation to support and/or clarify requested information.

- A brief description of the company, including past history, present status, and if fitting future plans, etc.
- Company size and organization.
- Disclose any history of defaults, contract terminations, and bankruptcies.

Response Section III: Ability and Approach to Implement the Activities and Specifications of this Contract

The section of the proposal will contain the ability and approach that the bidder will take in implementing the activities and specifications described in this RFP (Section 2, Scope of Work). This section should include activities/tasks the contractor will accomplish along with measurable outcomes.

Response Section IV: References

In order to validate the highest-ranking proposal, references will be contacted for further input. These clients may be contacted to determine the quality of the work performed and the personnel assigned to the project. The results of the reference calls will be used by the evaluation team in developing its recommendation for awarding the contract.

Bidder must provide at least three (3) references along with the name, title, phone number, and email address of the person who can speak to the bidder's work and experience.

Response Section V: Staffing

Bidder should include a staffing proposal that includes the minimum number of staff that will be dedicated to performing the work listed in this RFP (Section 2, Scope of Work). Included in the staffing proposal should be the credentials and qualifications of the staff and the number of hours dedicated to this contract.

Response Section VI: Proposed Work Plan (Response to Requirements)

This section should contain the following information about how the bidder will implement the approach described in Responses Section III, to accomplish the goals of the project.

Response Section VII: Quality Control

Bidder should include information about any internal quality control measures used or a description of how the bidder intends to monitor the quality of services provided.

Response Section VIII: Cost Proposal

The bidder's response must include a cost proposal indicating the rate of payment for services listed in this RFP (Section 2, Scope of Work).

Response Section IX: Exceptions

If the bidder should choose not to address a certain Activity, Deliverable or Condition, the bidder's proposal must clearly explain why and what the bidder proposes as an alternative.

Response Section X: Bidder's Review of RFP, State Contract Template, and Insurance Requirements.

An indication that the bidder has reviewed the terms and all provisions of the Request for Proposal, the State of Vermont contract template and insurance requirements and accepts conditions set forth.

6. Proposal Evaluation

The evaluation team will determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation of the individual/organization and experience. Proposals must comply with the instructions to bidders contained in **Section 5: Proposal Requirements**. Failure to comply with the instructions shall deem the proposal non-responsive and subject to rejection without further consideration. The DOC reserves the right to waive irregularities.

6.1 Minimum Requirements

Minimum requirements for a proposal to be given consideration are:

- The proposal must have been received by specified date, hour (Eastern Standard Time) and in the number and form of copies specified.
- The proposal must contain the following items in the following order:
 - Response Section I: Cover Letter and Insurance Certificate
 - Response Section II: General Background and Qualifications
 - Response Section III: Ability to Implement the Activities and Specifications of this Contract
 - Response Section IV: References
 - Response Section V: Staffing
 - Response Section VI: Proposed Work Plan
 - Response Section VII: Quality Control

- Response Section VIII: Cost Proposal
- Response Section IX: Exceptions
- Response Section X: Acceptance of RFP and State Contract Conditions

6.2 Finalists Presentations

The State reserves the right to request on-site or virtual demonstrations in Waterbury, VT from bidders prior to the selection of a contractor.

6.3 Method of Award

The State reserves the right to accept or reject any or all proposals. Upon completion of the evaluation process, the DOC will select one bidder based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the DOC. The selected bidder will be requested to enter into negotiation with the State of Vermont on contract specifications, including detailed work plans, deliverables and timetables.

In the event the DOC is not successful in negotiating a contract with a selected bidder, the DOC reserves the option of negotiating with another bidder.

Any contract negotiated must undergo review and signature according to statute and policy.

The Contractor will be paid monthly upon submittal of invoice for completed deliverables set forth in the contract.

Penalties and/or Retainage may be a condition of this contract.

Award of a contract and any renewals thereof are contingent upon availability of funds.

The contract is for September 1, 2021 through June 30, 2023. The contract may be renewed without rebidding for up to two consecutive one year periods with approval from the Administration.

6.4 Scoring Information

The DOC evaluation review team will evaluate proposals based on the criteria listed in Section 6. Proposals will be assigned points and scored as follows:

30% - The bidder has the knowledge, skill, and ability to provide consultation and technical assistance to the DOC Health Services Division on a full range of health-related factors that impact the justice-involved population.

40% - The bidder's ability, administratively and logistically, to provide the necessary services described in this RFP (e.g. the bidder's ability to respond to the DOC HSD within required timeframes, the bidder's indication of appropriate staffing to provide the services requested, etc.)

30% - Cost Proposal