

**PROFESSIONAL SERVICES AGREEMENT**  
**For**  
**BEHAVIORAL HEALTH SERVICES**  
**Contract No. DOC20025-BHVRHEALTH**

This Professional Services Agreement (“Agreement”) is entered into as of April 1, 2020 (Effective Date) and will end on June 30, 2023 by and between the State of Delaware, Department of Correction (“Delaware” or “DDOC” as appropriate) and Centurion of Delaware LLC. (“Provider”), collectively as the parties (“Parties”).

WHEREAS, Delaware desires to provide behavioral health services for inmates in the Delaware Department of Correction; and

WHEREAS, DDOC issued Request for Proposal No. DOC20025-BHVRHEALTH on or about December 20, 2019 (“Behavioral Health RFP”) and selected Provider as the winning bidder; and

WHEREAS, the Commissioner of the DDOC has legal authority to enter into any and all contracts, 29 Del. C. § 8903(5); and

WHEREAS, the Commissioner possesses the legal authority to “do [ ] any and all things necessary to carry out and to fulfill the purposes of this chapter,” 11 Del. C. § 6517(11); and

WHEREAS, the Commissioner possesses the legal authority to administer a “medical/ treatment services contract,” 11 Del. C. § 6517(12); and

WHEREAS, among the Commissioner’s duties, she “shall establish reasonable health, medical and dental services,” 11 Del. C. § 6536(a); and

WHEREAS, Provider desires to provide such services to Delaware on the terms set forth below; and

WHEREAS, Delaware and Provider represent and warrant that each Party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Provider agree as follows:

**1. Services.**

1.1. Provider shall perform for Delaware the behavioral health services specified and those contained in the Appendices of this Agreement (“Services”), attached hereto and made a part hereof. Provider shall comply with all DDOC policies and other laws and regulations in performing the Services.

1.2. 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 DDOC facilities, (5) Court orders, (6) new or amended class

actions, or (7) State or Federal laws, regulations or policy, any of which, or a combination of which, results in material costs (defined as \$300,000 or greater per year) to the Provider that are not covered in this Agreement, then the Provider will request that the DDOC increase its compensation in an amount equal to the actual, direct increased cost incurred by the Provider. Any such adjustments shall be fully documented and attached to the Agreement in the form of amendments.

## **2. Payment for Services and Expenses.**

- 2.1. The term of the initial contract shall be for thirty-nine (39) months from April 1, 2020 through June 30, 2023. The period from April 1, 2020 through and including June 30, 2021 is labeled (“Year One”); within Year One, the period from April 1, 2020 through and including December 31, 2020 shall be considered the start-up period (“Start-Up Period”). The period of July 1, 2021 through and including June 30, 2022 is labeled (“Year Two”); and the period of July 1, 2022 through and including June 30, 2023 is labeled (“Year Three”). The Contract may be renewed for two (2) optional extensions for a period of two (2) years for each extension through negotiation and mutual written agreement between the Provider and Delaware.
- 2.2. Delaware will pay Provider for the performance of Services described in Appendix 1. The fee will be paid in accordance with this Agreement and the invoice instructions provided in Appendix 1. Provider will submit invoices monthly for 1/15th of the annual price for Year One and 1/12th for Year Two, Year Three, and any extension years.
- 2.3. Delaware’s obligation to pay Provider for the performance of Services will not exceed the fixed fee amount set forth in Appendix 1. It is expressly understood that the Services must be completed by the Provider in accordance with professional standards and in a timely manner, and it shall be the Provider’s responsibility to ensure that hours and tasks are properly budgeted so that all Services are completed for the agreed upon fixed fee. Delaware’s total liability for all charges for Services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware’s purchase order(s) to Provider.
- 2.4. Delaware will make payment to the Provider by Automated Clearing House (ACH) or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
- 2.5. Provider shall submit monthly invoices to Delaware in sufficient detail to support the Services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to send Provider a detailed statement of Delaware’s position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware’s failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Provider to charge interest on the overdue portion at 1.0% per month. All payments should be sent to the Provider’s identified address on record with the State of Delaware’s Division of Accounting as identified in the completion of the electronic W-9.

- 2.6. Unless provided otherwise in this Agreement, all expenses incurred in the performance of the Services are to be paid by Provider.
- 2.7. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 2.8. Delaware shall subtract from any payment made to Provider all damages, costs and expenses caused by Provider's negligence, resulting from or arising out of errors or omissions in Provider's work products, which have not been previously paid to Provider. Delaware shall not withhold any sum without first informing Provider in writing and allowing Provider 15 days to dispute the basis for the withholding.
- 2.9. Invoices shall be submitted to: DE Department of Correction, 245 McKee Road, Dover, DE 19904 ATTN: Kimberly Girantino, Controller III
- 2.10. Provider agrees to certify in writing, under penalty of perjury, that it has timely paid all valid subcontractor invoices received by Provider excluding invoices which may be pending corrections or disputes. Such written certification shall be attached to each monthly invoice submitted to Delaware and shall include an explanation for any pending disputes which exceed \$100,000.00 in aggregate. DDOC recognizes and understands that for outside provider invoices, there is a lag time between the date the provider services are rendered and the invoices are submitted to Provider ("Claims Lag"). Provider's monthly affidavit will not include invoices that are a part of this Claims Lag.
- 2.11. The Provider is not prohibited from offering a price reduction on its Services or materiel offered under the Agreement. Delaware is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.
- 2.12. The Parties agree to adjust the contract amount annually, beginning on Year Two, July 1, 2021, and again on Year Three, July 1, 2022, equal to the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. The CPI-U used shall reflect the percentage change during the previous published twelve (12) month period. Should the percentage change be greater than 3%, the annual adjustment shall be capped at 3%.

### **3. Responsibilities of Provider.**

- 3.1. Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by Provider, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified Services, Provider shall follow practices consistent with generally accepted professional and technical standards. Provider shall be responsible for ensuring that all Services, products, and deliverables furnished pursuant to this Agreement comply with DDOC policies and standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. Any such modifications will be provided to Provider no more than ten

- (10) days after publication. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards that have been provided to Provider, Provider shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Provider shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Provider's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Provider to assure that all Services and products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations including DDOC policies. Provider will not produce a work product that violates or infringes on any copyright or patent rights. Provider shall, without additional compensation, correct or revise any errors or omissions in its work products.
  - 3.3. Permitted or required approval by Delaware of any products or services furnished by Provider shall not in any way relieve Provider of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Provider's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Provider's performance or failure to perform under this Agreement.
  - 3.4. All of the Services specified by this Agreement shall be performed by the Provider or by Provider's employees, agents or subcontractors. Prior to performing any work under this Agreement, Provider and Provider's employees and agents shall submit to any criminal history or other background checks that may be requested by Delaware and shall comply with all DDOC policies. DDOC may refuse access to any Delaware facility or to any sensitive information possessed or controlled by Delaware for any person not conforming to DDOC policy or whose criminal history or background check results are not acceptable to DDOC, in its sole and absolute discretion.
  - 3.5. In accordance with the Federal Prison Rape Elimination Act of 2003, and Delaware Department of Correction Policy Number 8.60 "Prison Rape Elimination Act", the Provider agrees to report allegations of sexual misconduct promptly, fully cooperate with investigation inquiries and participate in training as directed by the Department of Correction, Employee Development Center, within thirty (30) days of entering into this Agreement. Provider, Provider staff's (including volunteers and subcontractors) agree to abide by Department of Correction Policy 8.60. The Provider acknowledges that all allegations of staff sexual misconduct and/or harassment will be investigated and, if substantiated, will result in discipline up to and including termination of employment of that employee/contractor. In addition, all substantiated cases will be referred to the Delaware Department of Justice for prosecution. Failure to report such misconduct, delays in reporting, or material omissions shall be grounds for termination of employment of that employee/contractor. If the Department policy is modified, the Provider will be notified in writing within ten (10) days of the modification and shall comply. A copy of the current State of Delaware, Department of Correction Policy Number 8.60 "Prison Rape Elimination Act" is available online at: [https://doc.delaware.gov/assets/documents/policies/policy\\_8-60.pdf](https://doc.delaware.gov/assets/documents/policies/policy_8-60.pdf)

- 3.6. In accordance with DDOC Policy 16.1 and its Annual Training Plan, as established by the DDOC Training Academy, the Provider's employees and agents will be required to complete the Contractual Staff Orientation prior to job assignment and any other mandatory training as may be required in the annual plan. Those employees who are retained by Provider from the prior behavioral health vendor ("Incumbent Staff") and who have already satisfactorily completed this training are not required to retake it until their annual updated training is due.
- 3.7. Upon receipt of written notice from Delaware that an employee or agent of Provider is unsuitable to Delaware for good cause, including, without limitation, violation of DDOC policies, or a criminal history or background check that yields results that are not acceptable to DDOC, in its sole and absolute discretion, Provider shall remove such employee from the performance of Services and substitute in his/her place a suitable employee or agent.
- 3.8. Provider shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies relating to the provision of Services under this Agreement for review prior to mailing such correspondence.
- 3.9. Provider agrees that its officers and employees will cooperate with Delaware in the performance of Services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.10. Provider has or will retain such employees as it may need to perform the Services required by this Agreement. Such employees shall not be simultaneously employed by Delaware or any other political subdivision of Delaware.
- 3.11. Provider will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.12. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

#### **4. Scope of Services and Budget Description.**

- 4.1. The Scope of Services and Budgets are described in Appendix 1.
- 4.2. Any delay of Services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Provider fails to complete the project or any phase thereof within the time specified in the Agreement, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware may suspend the payments scheduled as set forth in Appendix 1 after giving Provider written notice and thirty (30) calendar days to dispute such claims.

## **5. State Responsibilities.**

- 5.1. In connection with Provider's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Provider in the performance of Services under this Agreement and will be available for consultation with Provider at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The Services performed by Provider under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Provider by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Provider. It is understood that Delaware's representatives' review comments do not relieve Provider from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5. Subject to the execution of a non-disclosure agreement, Delaware may, without charge, furnish to or make available for examination or use by Provider as it may request, any data which Delaware has available, including as examples only and not as a limitation:
  - a. Copies of reports, surveys, records, and other pertinent documents;
  - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the Services specified by this Agreement.

Provider shall return any original data provided by Delaware at DDOC's request.

- 5.6. Delaware shall assist Provider in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the Services specified by this Agreement.
- 5.7. Provider will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8. Delaware agrees not to use Provider's name, either express or implied, in any of its advertising or sales materials. Provider reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

## **6. Work Product.**

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Provider on behalf of

Delaware ("Work for Hire"), which are not otherwise protected by copyright, trademark or other registration, relating to the Services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Work for Hire specifically does not include any materials, information, documents, policies, programs, etc. developed by Provider not on behalf of Delaware or pre-existing but modified for use by Delaware. Provider shall not be liable for damages, claims, and losses arising out of any reuse of any Work for Hire on any other project conducted by Delaware. Delaware shall have the right to reproduce all Work for Hire as allowed by law.

- 6.2. Provider retains all title and interest to the data created pursuant to, or necessary for, this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the Work for Hire materials, information and documents developed in performing the project. The Parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
- 6.3. In no event shall Provider be precluded from developing for itself, or for others, materials that are competitive with the Work for Hire, irrespective of their similarity to the Work for Hire. In addition, Provider shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the Services.
- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Provider prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Provider even if such Preexisting Information is embedded or otherwise incorporated into the Work for Hire first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

**7. Confidential Information.**

To the extent permissible under 29 *Del. C.* § 10001, et seq., or other sources of statutory and common law, the Parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

**8. Warranty.**

- 8.1. Provider warrants that its Services will be performed in a manner consistent with professional standards. Provider agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- 8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Provider for Delaware in connection with the provision of the Services, Provider shall pass through or assign to Delaware the rights Provider obtains from the

manufacturers and/or suppliers of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

## **9. Indemnification; Limitation of Liability.**

- 9.1. Provider shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
- a. The negligence or other wrongful conduct of the Provider, its agents or employees, or;
  - b. Provider's breach of any material provision of this Agreement not cured after due notice and a thirty (30) calendar day opportunity to cure, and Provider was notified promptly in writing by Delaware of any notice of such claim.
- 9.2. If Delaware promptly notifies Provider in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Provider will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Provider will not indemnify Delaware, however, if the claim of infringement is caused by:
- a. Delaware's misuse or modification of the Deliverable;
  - b. Delaware's failure to use corrections or enhancements made available by Provider;
  - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Provider;
  - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable; or
  - e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Provider's opinion is likely to be, held to be infringing, Provider shall at its expense and option either:
    - i. Procure the right for Delaware to continue using it;
    - ii. Replace it with a non-infringing equivalent; or
    - iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Provider's entire liability with respect to copyright infringement.

## **10. Employees.**

- 10.1. Except as provided herein with respect to removal of employees for good cause, and subject to the DDOC's sole and absolute right to maintain safety and security and otherwise manage the operations of its facilities, Provider has and shall retain the

right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Provider ("Personnel") in the performance of the Services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request as to retention of specific individuals.

- 10.2. Except as the other Party expressly authorizes in writing in advance, neither Party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other Party's Personnel during their participation in the Services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or a Party employs as a partner, employee or independent contractor and with which a Party comes into direct contact in the course of the Services.

#### **11. Independent Contractor.**

- 11.1. It is understood that in the performance of the Services herein provided for, Provider shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such Services in its own manner and method except as required by this Agreement. Provider shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Provider acknowledges that Provider and any subcontractors, agents or employees employed by Provider shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.
- 11.3. Provider shall be responsible for providing liability insurance for its Personnel.
- 11.4. As an independent contractor, Provider has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the Parties for any purpose.

#### **12. Suspension.**

- 12.1. Delaware may suspend performance by Provider under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Provider at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Provider its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Provider shall not perform further work under this Agreement after the effective date of suspension.

Provider shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

- 12.2. In the event Delaware suspends performance by Provider for any cause other than the error or omission of the Provider, for an aggregate period in excess of 30 days, Provider shall be entitled to an equitable adjustment of the compensation payable to Provider under this Agreement to reimburse Provider for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

### **13. Termination.**

- 13.1. This Agreement may be terminated, in whole or in part, by Delaware in the event of substantial failure of the Provider to fulfill its obligations under this Agreement, but only after the Provider is given:

- a. Not less than 90 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

- 13.2. This Agreement may be terminated, in whole or in part, by either Party without cause, but only after Provider is given:

- a. Not less than 180 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the non-terminating Party prior to termination.

- 13.3. If Delaware terminates the contract under paragraph 13.1, Delaware will pay Provider that portion of the compensation which has been earned as of the effective date of termination, but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed Services or other work, and
- b. Any payment due to Provider at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Provider's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Provider shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Provider assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

- 13.4. If after termination for failure of Provider to fulfill contractual obligations it is determined that Provider has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

- 13.5. The rights and remedies of Delaware and Provider provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6. Gratuities.

- a. Delaware may, by written notice to Provider, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Provider or any agent or representative of Provider to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Provider it could pursue in the event of a breach of this Agreement by Provider.
- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**14. Severability.**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.

**15. Assignment; Subcontracts.**

- 15.1. Any attempt by Provider to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware is prohibited and shall be void. Such consent shall not be unreasonably withheld.
- 15.2. Services specified by this Agreement shall not be subcontracted by Provider, without prior written notice to Delaware within thirty (30) calendar days.
- 15.3. Approval by Delaware of Provider's request to subcontract under Section 15.2 or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Provider of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement, including but not limited to the insurance and indemnification requirements.
- 15.4. Provider shall be and remain liable for all damages to DDOC caused by negligent performance or non-performance of work under this Agreement by Provider, its subcontractor or its sub-subcontractor. Provider shall not be liable to any third-party for a breach of contract claim under this provision, including but not limited to DDOC inmates or their family members or heirs.

15.5. The compensation due shall not be affected by Delaware's approval of the Provider's request to subcontract.

**16. Force Majeure.**

Neither Party shall be liable for any delays or failures in performance due to circumstances as a result of war or natural disaster.

**17. Non-Appropriation of Funds.**

17.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement in writing, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

**18. State of Delaware Business License.**

Provider and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

**19. Complete Agreement.**

19.1. This Agreement and its Appendices shall constitute the entire agreement between Delaware and Provider with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the Parties. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements and understandings of the Parties, including the Healthcare RFP and Provider's RFP response, with respect to the subject matter of this Agreement.

19.2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the Parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3. Provider may not order any product requiring a purchase order prior to Delaware's issuance of such order. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the Parties hereto with respect to the subject matter hereof.

## 20. Miscellaneous Provisions.

- 20.1. In performance of this Agreement, Provider shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Provider shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- 20.2. Neither this Agreement nor any Appendix may be modified or amended except by the mutual written agreement of the Parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced.
- 20.3. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 20.4. Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. Provider further covenants, to its knowledge and ability, that in the performance of said Services no person having any such interest shall be employed.
- 20.5. Provider acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Provider recognizes that if, in performing the Services, it refuses to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Provider in breach of the Agreement, terminate the Agreement, and designate Provider as non-responsible.
- 20.6. Provider warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 20.7. This Agreement was drafted with the joint participation of both Parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- 20.8. Provider shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Provider' performance and records pertaining to this Agreement at the Provider business office during normal business hours.
- 20.9. Funds received and expended under the Agreement must be recorded so as to permit the DDOC to audit and account for all Agreement expenditures in conformity

with the terms, conditions, and provisions of this Agreement, and with all pertinent federal and state laws and regulations.

- 20.10. The Provider recognizes that no extra contractual Services are approved unless specifically authorized in writing by the Department. Further, the Provider recognizes that any and all Services performed outside the scope of this Agreement and attached budgets will be deemed by the Department to be gratuitous and not subject to any financial reimbursement.
- 20.11. No part of any funds under this Agreement shall be used to pay the salary or expenses of any contractor or agent acting for the Provider, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the Delaware General Assembly and/or U. S. Congress.
- 20.12. The Provider agrees that, upon termination, all equipment purchased with Department funds will be returned to the Department within thirty (30) calendar days.
- 20.13. No Third-Party Beneficiaries. This Agreement inures to the benefit of DDOC and Provider. There are no third-party beneficiaries to this Agreement and no obligations of either Party inure to the benefit of any third-party for a breach of contract claims, including but not limited to Inmates, their families, heirs and assigns

## **21. Insurance.**

- 21.1. During the term of this Agreement, the Provider shall, at its own expense, carry insurance with minimum coverage limits as follows:
  - a. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, and;
  - b. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, or;
  - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate, or;
- 21.2. If the contractual service requires the transportation of Departmental clients or staff, the Provider shall, in addition to the above coverage, secure at its own expense the following coverage:
  - a. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident, and;
  - b. Automotive Property Damage (to others) - \$25,000
- 21.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

21.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**STATE OF DELAWARE  
DEPARTMENT OF CORRECTION  
245 McKee Road  
Dover, DE 19904  
ATTN: Purchasing Services Administrator**

21.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

**22. Performance Requirements.**

The Provider warrants that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**23. Performance Bond.**

Effective July 1, 2020, the Provider is required to annually furnish a Performance Bond equal to 100% of the annual price to the State of Delaware for the benefit of the Delaware Department of Correction. Said bonds shall be conditioned upon the faithful performance of the Agreement. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

**24. Assignment of Antitrust Claims.**

As consideration for the award and execution of this Agreement by the State, the Provider hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this Agreement. Upon either the State's or the Provider notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Provider shall meet and confer about coordination of representation in such action.

**25. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Provider consents to jurisdiction and venue in the State of Delaware.

**26. Notices.**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

**DELAWARE:**  
Purchasing Services Administrator  
Delaware Department of Correction  
245 McKee Road  
Dover, DE 19904

**PROVIDER:**  
Steven H. Wheeler, CEO  
Centurion of Delaware, LLC  
1593 Spring Hill Road, Suite 600  
Vienna, VA 22182



**APPENDIX 1  
SCOPE OF SERVICES AND BUDGET DESCRIPTION**

Provider: Centurion of Delaware, LLC  
Address: 1593 Spring Hill Road, Suite 600  
Vienna, VA 22182

Primary Contact: Steven H. Wheeler  
Phone: (703) 749-4600  
Email: [swheeler@teamcenturion.com](mailto:swheeler@teamcenturion.com)

Department: Delaware Department of Correction  
Address: 245 McKee Road  
Dover, DE 19904

Primary Contact: Michael Records  
Phone: (302) 857-5389  
Email: [michael.records@delaware.gov](mailto:michael.records@delaware.gov)

Contract ID#: DOC20025-BHVRHEALTH

Contract Title: Behavioral Health Services

Contract Amount: Total of all payments for “Year One” shall not exceed \$25,951,077.62 for the 15-month service period + one-time start-up costs of \$28,287.00.

Total of all payments for “Year Two” shall not exceed base budget of \$20,760,862.10 + CPI-U increase (as governed by Agreement §2.12).

Total of all payments for “Year Three” shall not exceed base budget as defined in year “Year Two” + CPI-U increase (as governed by Agreement §2.12).

**1. Overview.**

The purpose of this Agreement is to provide behavioral health and an integrated, evidence-based, recovery-oriented system of care for individuals detained and sentenced within the DDOC’s six (6) Level IV and four (4) Level V facilities. Some Services (outpatient SUD treatment) may occur post release while offenders are placed under community supervision. Correctional Healthcare Services are covered under a separate contract between DDOC and Provider, Contract No. DOC20026-HEALTHCARE (Correctional Healthcare Agreement).

The DDOC is a cabinet level agency that is headed by the Commissioner, Department of Correction. There are currently 10 correctional facilities in the state of which 4 are Level V facilities (prisons) and 6 are Level IV facilities (Community Corrections Centers). The DDOC may, at its discretion repurpose any of its facilities as a Level IV or Level V facility. As long as this does not impact the census above or below contracted allowances, Provider will adapt and reconfigure staff accordingly (Refer to Appendix 2 – Staffing Matrix).

**2. DDOC Average Daily Population (ADP).**

The average daily population for Level V and Level IV is 5500. If the ADP falls below 4000 or exceeds 6500 for three consecutive months, the Parties will meet and discuss the need for staffing and/or compensation adjustment. The ADP includes DDOC inmates placed outside of a DDOC facility through interstate compacts or similar arrangements; Provider costs of behavioral healthcare for these inmates at these non-DDOC facilities is capped at \$50,000/inmate per Behavioral Healthcare Event and is subject to Provider's medical necessity review and approval for non-emergent Services. Any costs exceeding \$50,000/inmate per Behavioral Healthcare Event is the responsibility of DDOC.

**3. Standards of Care and Evidence Based Medicine.**

Provider agrees that Services will reflect practices consistent with the best available evidence for inmates' specific conditions and in keeping with nationally accepted guidelines and standards of care for those conditions. Inmates have a right to constitutionally adequate behavioral health services and Provider represents that it will remain current and compliant with all applicable court decisions relating to the provision of behavioral health Services to inmates.

3.1. Provider shall provide all Services in compliance with National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) national standards, as well as Occupational Safety and Health Administration (OSHA), American Society of Addiction Medicine (ASAM), Center for Disease Control (CDC), and Drug Enforcement Agency (DEA) guidelines. Services shall also comply with DDOC policies, the Health Insurance Portability and Accountability Act (HIPAA), American with Disabilities Act (ADA), the Prison Rape Elimination Act (PREA) standards, and all current and future policies, procedures, directives, rules, interim memos, intergovernmental agreements, and guidance documents. Provider's tailored DDOC-specific healthcare standards of care will meet or exceed the 2018 ACA 5th Edition and the 2018 NCCHC standards for prisons and jails.

3.2. Provider will provide its Personnel with in-depth training on these Standards and will measure compliance with these requirements as part of its routine continuous quality management process and accreditation audits. Throughout the course of the contract, in collaboration with the DDOC, Provider will conduct analyses of Services, policies, staffing, and staff training at each facility to ensure compliance with these and other standards.

3.3. Any deviation from accepted Standards must be approved by the Behavioral Health Director and Bureau Chief within the DDOC's Bureau of Healthcare, Substance Abuse and Mental Health Services (BHSAMH") prior to use by Provider.

3.4. The BHSAMH Behavioral Health Director and BHSAMH Bureau Chief must approve any change in the use of standards during the course of the contract.

3.5. The Parties recognize that all clinical situations may not be covered in existing standards, and, in such cases, Provider will collaborate with DDOC to determine the proper course of action.

**4. Drug Free Workplace.**

Provider shall support DDOC's drug-free workplace with sufficient policies to comply with Federal and State regulations and DDOC policies. Provider is required to develop and

maintain (at its own expense) a urine drug screening program for all new hires, subcontractor's employees performing Services in DDOC facilities under this Agreement, comparable to the DDOC's random urine drug screen program in which at least 5% of the Provider's Personnel as shown in the Staffing Matrix are randomly selected for screening each month. Provider shall develop a procedure for drug screening and procedures in the event of a positive screen and have these approved by DDOC. Provider agrees to comply with any current or future drug detection initiative that the DDOC may implement applicable to Provider Personnel within thirty (30) calendar days of receipt of such revised policies. Furthermore, Provider must submit to the DDOC a monthly list depicting the number, names and positions of individuals who received drug screens, along with the results

**5. Research.**

No research projects involving inmates will be conducted without the prior written consent of the DDOC Commissioner. The conditions under which the research will be conducted will be governed by DDOC Policy 6.9 "[Research Activities](#)" and with DDOC Policy [G-06 "Medical and Other Research"](#). In every case, the written informed consent of each inmate who is a subject of the research project will be obtained prior to the inmate's participation. All Federal and State regulations applicable to such research will be fully and strictly followed, including but not limited to HIPAA regulations and Federal Office of Human Resource Protections. Along with approval by the Commissioner of Correction, research must be approved by a Human Subjects Review Board.

**6. Transition Plan.**

Provider agrees to expeditiously and collaboratively coordinate with DDOC to transition behavioral health services from the incumbent contractor to Provider's full responsibility effective on April 1, 2020.

6.1. Provider is responsible to ensure the transition includes:

- a. Recruitment and retention of current staff selected for hire by Provider, and screening and selection of new staff, subcontractors and specialists, where applicable;
- b. Identification of and process for assuming current behavioral health care cases;
- c. Existing equipment and inventory;
- d. Client records management;
- e. Orientation of new staff;
- f. Coordination of transition with incumbent contractor; and
- g. Provide the DDOC with weekly progress reports detailing any challenges encountered and response to any potential interruption in a seamless transition between Providers.

6.2. Each Party shall designate a lead point of contact and transition team to coordinate transition activities and maintain open communication which may also include 24 hour per day, 7 day per week availability for critical and/or urgent concerns.

- 6.3. Transition progress will be tracked and discussed through scheduled conference calls, transition meetings, or other means as warranted.

**7. General Performance of Services.**

Provider agrees that its performance of Services shall be provided in a manner that will:

- 7.1. Be humane and professional with respect to inmates' rights to healthcare as guaranteed by the 8th and 14th amendments of The United States' Constitution.
- 7.2. Comply with all current and future applicable state and federal laws.
- 7.3. Comply with all current and future DDOC policies, procedures, directives, rules, interim memos, intergovernmental agreements, and guidance documents.
- 7.4. Be consistent and reliable, yet sufficiently flexible that as DDOC policies, procedures, directives, rules, memoranda of understanding (MOU), intergovernmental agreements, and guidance documents, laws, standards, or the operational needs of the DDOC change, Provider will be able to quickly adjust and modify Services provided to comply with the changes. Any such modifications of Services shall be reduced to writing.
- 7.5. Comply with all current and future applicable NCCHC standards for jails and prisons, as well as the ACA standards.
- 7.6. Maintain NCCHC accreditation for behavioral health services at all currently accredited DDOC facilities and support future accreditation efforts for all DDOC facilities at Provider's cost.
- 7.7. Be fully transparent and accountable (including providing all reports requested by the DDOC).
- 7.8. Utilize the full scope of licensed, certified, professionally-trained, and (where required), appropriately-credentialed Personnel as set forth in the agreed-upon Staffing Matrix. Qualified mental health professionals is defined to include Psychiatrists, Psychologists, Nurse Practitioners, psychiatric social workers and others, who by virtue of their license, education, credentials, and experience are permitted by law to evaluate and care for mental health patients. The Staffing Matrix contains some positions for which Incumbent Staff is not yet fully licensed, credentialed or otherwise do not meet the current position requirements; DDOC has instructed Provider to retain these Incumbent Staff and to provide them with 24 months to maintain full position requirements.
- 7.9. Utilize and maintain up to date medical records in the DDOC's existing Electronic Health Record ("EHR") known as "iCHRT" to its full functional capacity.
- 7.10. Actively participate in development and improvement efforts, maintenance, support, training, configuration, and re-configuration (as necessary) of the DDOC's EHR.
- 7.11. Utilize the DDOC's Offender Management System ("DACS") for Offender Medical Grievances, Offender Programs, Offender Special Diets and other related functions.

- 7.12. Maintain resource availability and timings for EHR scheduling functions.
- 7.13. Collaborate with DDOC in the implementation of innovative continuous quality improvement reform initiatives.
- 7.14. Implement evidence-based practices with a high degree of fidelity and be prepared to internally monitor measurement feedback to ensure positive health outcomes.
- 7.15. Support all clinical, utilization and financial auditing and quality assurance activities, including all performance improvements required by DDOC for contract compliance purposes.
- 7.16. Focus on maintaining complete, accurate, and detailed records of all Services delivered.
- 7.17. Implement a continuous quality improvement (CQI) program in accordance with DDOC Policy A-06 Continuous Quality Improvement Program and based on NCCHC standards, the ACA, as well as select measures (as identified by DDOC), from other agencies that provide standards on healthcare quality as mutually agreed upon in writing by the Parties.
- 7.18. Include the provision of staff education as dictated by DDOC Policy and when requested by the DDOC.

## **8. Governance And Administration.**

Provider will be accountable to the BHSAMH Bureau Chief and designees. Provider shall be responsible for managing the completion of all contract deliverables utilizing project management methodologies and contract administration activities that are consistent with the [Project Management Institute's \(PMI\) Project Management Body of Knowledge \(PMBOK\) Guide](#). Provider Personnel shall follow a consistent methodology for all contract activities.

- 8.1. Provider will utilize the services of the fulltime senior level Vice President of Operations ("VPO"), included in the Staffing Matrix of the Correctional Healthcare Agreement. The VPO must have the relevant education as well as the requisite experience in high level contract administration and project management. DDOC reserves the right to review and accept or refuse facility access to the VPO for good cause at any period during the Agreement. The VPO shall coordinate all the tasks necessary to successfully implement the Agreement. These tasks will include, but not be limited to, assigning staff, scheduling meetings, preparing, reviewing and submitting status reports, addressing project issues, providing administrative oversight for clinical services, management of budget and fiscal stewardship and preparing presentations for State stakeholders.
- 8.2. The VPO shall have overall responsibility for the contract deliverables, schedule, and successful utilization of the Provider's resources to fulfill the requirements of the contract. The VPO shall have regular contact with DDOC as necessary. The VPO is also responsible for fostering a collaborative relationship between Provider Personnel and other stakeholders, including but not limited to BHSAMH staff, DDOC security staff, and pharmacy contractors. This position should be the DDOC's single point of contact for all matters related to contractual services. DDOC expects the

VPO to be responsive to the DDOC request for information and accurate and timely in responses to the DDOC for routine, urgent and emergent matters.

8.3. The VPO shall schedule and facilitate (at the minimum) monthly project team status meetings with the BHSAMH Bureau Chief or designee(s). These meetings shall be held either on-site in DDOC's Central Administration Building or via tele-conference.

8.4. The VPO shall provide written "Monthly Status Reports" to BHSAMH which shall include, at a minimum:

- a. All contractual and project tasks accomplished, incomplete, or behind schedule in the previous month (with reasons given for those tasks behind schedule and plans for their completion).
- b. Contract Services (including staffing levels and other performance metrics) per executed Agreement.
- c. All tasks planned for the coming month.
- d. An updated status of all tasks (entered into the "Contract/Project Plan" and attached to the Status Report – e.g., % completed, incomplete, resources assigned to tasks, etc.).
- e. The status of any corrective actions.
- f. The current status of the contract's/project's technical progress, contractual financial obligations (e.g., status of payment of hospital bills, outpatient and specialty care bills, achievements to date, risk management activities, unresolved issues and the requirements needed to resolve them, action items, identified problems, and any significant changes to the Provider's organization or method of operation.
- g. Notice to BHSAMH if required deliverables will not be completed on time.
- h. The BHSAMH Bureau Chief and the VPO will agree on the exact format of the "Contract/Project Plan" and the "Monthly Status Reports" at or before the contract/project kickoff meeting.
- i. The VPO will be responsible for oversight and accountability for all of Provider's continuous quality improvement efforts.
- j. Information on new staff hires, vacancies, terminations, resignations, significant disciplinary action (including reasons) and reports made to Delaware Division of Professional Regulation or to law enforcement agencies on any staff.

**9. Comprehensive Behavioral Health Services.**

Provider agrees to provide comprehensive healthcare Services to all inmates in DDOC custody and reflected in the ADP ("Inmates") regardless of sentencing status. Comprehensive behavioral health Services to be provided include (but are not limited to) Services listed below of which a select number are further expanded upon in subsequent paragraphs.

Mental Health Services

- Screening and Assessment
- Outpatient Services
- Intensive Outpatient Services
- Cognitive Behavioral Therapy Programs  
*(low dose, mid-dose, and high-dose)*
- Residential Care
- Treatment Plans
- Medication Monitoring
- Multidisciplinary Team Meetings (MDT)
- Segregation Rounds
- Staffing
- Supervision
- Documentation

Substance Use Disorder Services

- Screening and Assessment
- Outpatient Services
- Intensive Outpatient Services
- Residential Care (Cognitive Community)
- Medication Assisted Treatment in conjunction with the Healthcare Contractor
- Drug Testing
- Staffing
- Documentation
- Supervision
- DUI Programming

Additional Services to be provided for:

- Sex Offender Treatment  
*(Within Level V and Level IV only)*
- Discharge Planning and Reentry
- Adjudicated Youth

**10. Screening and Assessment.** Provider agrees to:

10.1. Receiving Screening:

Each Inmate shall receive a Receiving Screening, which includes behavioral health questions, using the screening tools identified by BHSAMH and within the timeframes outlined in DDOC Policy [E-05 Mental Health Screening and Evaluation](#). Receiving Screenings shall be completed by correctional healthcare nursing staff per the Correctional Healthcare Agreement. The screening results will be documented in the EHR System. Based on screening, the clinician will determine if a referral to behavioral health is needed and if so, the timeframe for the behavioral health assessment (emergency assessment to be conducted within 24 hours or routine assessment to be completed within 7 days).

Inmates with the following will be referred for a behavioral health assessment:

- Inmates with cognitive or developmental disabilities
- Inmates who were receiving behavioral health treatment (psychosocial treatment, medication or both) in the community prior to detainment
- Inmates who have a history of mental health or substance use (as indicated by self-report, drug test, historical information from DDOC records or other sources of information) and report any current symptoms on screening
- Inmates who endorse symptoms on screening of mental health, substance use or both
- Inmates who present with signs of psychological distress and/or signs of a behavioral health problem independent of screening results
- Inmates who identify as transgender

10.2. Comprehensive Behavioral Health Assessment:

Inmates referred for a comprehensive assessment should receive assessment using a biopsychosocial assessment tool identified by BHSAMH. The assessment must be completed as outlined in DDOC Policy [E-05 Mental Health Screening and](#)

Evaluation. Assessment will be utilized to determine if an Inmate meets criteria for a mental health and/or substance use diagnosis and will be used along with other available information to determine a clinical classification (not mentally ill, mentally ill, seriously mentally ill, co-occurring mental health and substance use disorders) and what level of care is appropriate to address the current behavioral health symptoms (outpatient, intensive outpatient, residential). Inmates who are identified as requiring behavioral health Services during incarceration will have an individualized treatment plan developed as outlined in DDOC Policy [G-02 Special Needs Treatment Plan](#) and DDOC Policy [G-02.1 Mental Health Treatment Plan](#).

10.3. PREA Assessment:

In the event of a sexual assault, Provider staff shall comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), all applicable Federal PREA standards, and all DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents, related to PREA for preventing, detecting, monitoring, investigating, responding, and eradicating any form of sexual abuse provided by DDOC to Provider.

Provider shall follow the DDOC Policy [8.60 Prison Rape Elimination Act \(PREA\)](#) which allows a victim of sexual abuse the opportunity to receive appropriate intervention.

Upon return from the outside community facility, an evaluation by a licensed qualified mental health professional (QMHP) for crisis intervention counseling and follow up must be completed with the victim. A mental health clinician shall attempt to conduct a CMHE on all known offender-on-offender abusers within 15 days. The clinical presentation of the Inmate may require an immediate assessment.

Provider shall maintain written policies and procedures to comply with PREA. All written policies shall be approved by the DDOC's PREA Director and BHSAMH Bureau Chief.

Provider shall provide additional specialized assessments as follows:

10.4. Suicide Risk Assessment: BHSAMH has adopted the Centers for Disease Control and Prevention Self-Directed Violence Framework regarding suicidal and non-suicidal self-injury (ref: <https://www.cdc.gov/violenceprevention/pdf/self-directed-violence-a.pdf>). Requirements for suicide risk assessment are outlined in DDOC Policy [B-05 Suicide Prevention and Intervention](#).

10.5. Segregation Assessment: Clinical staff will conduct assessment of Inmates placed in segregation as outlined in DDOC Policy [G-02 Segregated Offenders](#).

11. **Behavioral Health Services**. Provider agrees to:

Provider shall be responsible for administrative efficient, quality and cost-effective behavioral health Services inclusive of substance use disorder and mental health treatments. Provider shall provide a continuum of behavioral health Services including provision of integrated care for Inmates with co-occurring disorders. Treatment contacts will include those which are linked to a treatment plan, derived from assessments, individualized to each Inmate's risk and needs and inclusive of those Services which are provided on an

as needed basis. As outlined below, as needed contacts involve sick calls requests, assessment and care for Inmates in segregation, intervention for those on psychiatric close observation and those not actively in treatment but who experience a crisis.

11.1. Offender Sick Call:

Provider shall perform Sick Call at all Level V and Level IV facilities consistent with DDOC Policies [E-07 Non-Emergency Healthcare Requests and Services](#) and [A-01 Access to Care](#). Sick Call and NCCHC Prison or Jail Standards as appropriate. Sick call requests must be reviewed by Correctional Healthcare Provider staff daily and seen by behavioral healthcare staff within 24 hours when the request includes a behavioral health symptom or concern.

If an Inmate's custody status precludes attendance at Sick Call, arrangements shall be made to provide Sick Call Services at the place of the Inmate's confinement (i.e., Inmates housed in segregated housing including disciplinary detention, administrative segregation, etc.).

11.2. Daily Triage of Offender Care:

The Correctional Healthcare Provider shall establish appropriate triage mechanisms to be utilized for daily Inmate care. The Correctional Healthcare Provider will assure that each facility has procedures in place that enable all Inmates (including those in segregation and/or closed custody units) to submit requests for mental health Services daily including weekends and holidays.

Offender health service request forms shall be deposited in locked boxes at a designated location at each facility. The Correctional Healthcare Provider shall collect them daily. Site-based procedure will determine the collection time and staff.

All requests for behavioral health Sick Call shall be referred to the Provider's behavioral health staff and shall be triaged by a mental health professional within 24 hours of receipt. If the request is of an emergent nature, and if the mental health staff is not on duty at the time of receipt of the urgent or emergent request, the on-call psychologist or psychiatrist will be contacted regarding the specific Inmate of concern. If the on-call psychiatrist provides physician orders, the triage nurse shall comply with any orders issued.

All documentation of the triage, examination and subsequent treatment will be entered into DACS and printed documents should be placed in the offender medical record.

11.3. As Needed Clinical Contacts:

Provider shall provide behavioral health contacts to Inmates who request a meeting with a clinician through the sick call process. Reference DDOC Policy [E-07 Non-Emergent Healthcare Requests and Services](#). Provider's behavioral health staff will coordinate with Provider's medical staff who has responsibility for daily review of sick call requests and who will provide the behavioral health sick call requests to the behavioral health staff. The length of the sick call contact varies however, the goal for contact is to identify the Inmate's concern and determine what response is appropriate (including referral for further assessment to determine need for ongoing

treatment, short term intervention, and/or increase in treatment intensity for those already receiving treatment).

Provider shall provide a review of the healthcare record for all Inmates placed in segregation and will monitor Inmates during their time in segregation by conducting segregation rounds at a minimum of once per week or more often for those who have a behavioral health treatment plan. Reference DDOC Policy [G-02 Segregated Offenders](#). Provider will need to be compliant with all aspects of [CLASI v. Coupe, C.A. No. 15-688 \(D. Del. Sept. 1, 2016\)](#) (“*CLASI v. Coupe*”) regarding mental healthcare for those Inmates with Serious Mental Illness (“SMI”).

Provider shall provide behavioral health contacts to Inmates who are on Psychiatric Close Observation (“PCO”) as outlined in DDOC Policy [B-05 Suicide Prevention and Intervention](#). This will include initial suicide risk assessment as well as ongoing daily clinical contacts for ongoing risk assessment and stabilization of self-harm thoughts, intent, and behaviors as well as an individual treatment plan to address self-directed violence.

Provider shall provide contact to Inmates identified as experiencing a behavioral health crisis that does not rise to the level requiring PCO referenced above. Referrals for crisis contact typically come to the behavioral health staff from medical staff and correctional staff.

#### 11.4. Routine Care:

As described above, Inmates may be identified as having mental health and/or substance use disorders that require routine behavioral health care. Routine care shall include a continuum of evidence-based cognitive behavioral psychosocial interventions (individual and group) as well as psychotropic medication. Provider’s behavioral health treatment philosophy for Inmates should be structured in such a way as to support an Inmate clinically moving up and down the continuum based on clinical need and to support an Inmate’s recovery. The service continuum for mental health and substance Services shall be delivered as follows:

For Inmates with mental health diagnoses without co-occurring substance use disorders that require treatment intervention, Provider shall provide a) outpatient, b) intensive outpatient and c) residential mental health Services at all Level V facilities. Outpatient treatment will generally involve 1 to 4 contacts per month and intensive outpatient treatment will generally involve multiple contacts per week. Inmates receiving outpatient and intensive outpatient Services will typically reside with the general population. Provider will use evidence based interventions and evidence-based curricula regarding treatment strategies.

In accordance with the *CLASI v. Coupe*, Provider will also operate a mental health residential program within a designated housing area for Inmates with SMI whose symptoms and/or functioning prohibit them from being able to live within the general population at each facility. The residential program will operate 7 days per week with a minimum of 10 hours of structured therapy provided Monday through Friday (may be a combination of individual and group) and additional therapeutic activities provided daily and on weekends for those in need of mental health residential care. Provider will submit a schedule of for the anticipated programming for the residential treatment program. At the James T. Vaughn Correctional Center (“JTVCC”),

Provider will operate the established Residential Treatment Center (Building 21) consistent with the 2016 *CLASI v. Coupe* settlement.

Provider shall provide outpatient and intensive outpatient Services (similar to those in Level V facilities) for the Level IV facilities. Times for provision of service will need to take into account that Inmates at Level IV facilities may leave the facility for work.

Provider is expected to provide Services in a manner that is trauma-informed and responsive to the prevalence of trauma, avoiding the use of any methodology that risk re-traumatization. Provider shall include Services to Inmates with trauma exposure and current symptoms of post-traumatic stress (with and without a formal diagnosis of PTSD) along with innovative solutions for creating a trauma-informed treatment environment as applicable.

11.5. Specialized Residential Care:

Provider is responsible to assess each Inmate utilizing the same assessment tools already in place at the DDOC: 1) Level of Service Inventory-Revised (LSI-R) and the Risk-Needs-Responsivity (RNR) Simulation Tool. Specialized residential care shall be provided for Inmates diagnosed with SMI with serious psychological impairment and in need of longer term care in Building 21 at JTVCC, known as the Treatment Center, and for women at the Baylor Women's Correctional Institution ("BWCI"). In general, treatment will take place Monday through Friday from 9:00 A.M to 5:00 P.M. or in accordance with the security schedule.

An inmate assigned to a residential unit shall be assigned as much out-of-cell time as clinically directed by the treatment team, required by the settlement and in collaboration with security. Inmates diagnosed with SMI and who require residential care shall receive 10 hours of structured out-of-cell therapeutic activity and 10 hours of unstructured out-of-cell recreation per week. Structured therapeutic time must be tracked according to the Settlement. *CLASI v. Coupe* sets forth specific requirements for Inmates diagnosed as SMI.

The multi-security level Treatment Center, located at JTVCC, became operational as of November, 2016, and designed as having four different tiers to include multiple levels of care. One tier is designated for the pretrial population which will remain separated from the sentenced population. Each tier has approximately 49 beds including a handicap cell. Provider shall manage the entire Treatment Center (admissions and discharges-including those on Psychiatric Close Observation) in partnership with security with the ultimate goal of the Inmates being stepped down to a lower level of care and security.

In partnership with the DDOC correctional leadership at JTVCC, the residential program must be designed with structure, consistency and support. Provider shall use evidence-based strategies and staffing to accomplish a successful Program. Provider shall define the residential unit's goal, define the proposed program activities and schedule, demonstrate how the activities will be achieved, and define the connection between how the activities will achieve the goals. Provider's implementation plan shall include how the Unit will be measured and evaluated.

Inmates eligible for residential care shall receive expected degrees of accommodation and mental health programming based on their individualized

treatment plan. It is the goal of the DDOC to use risk and needs assessments to assure that the target population with the highest risk and need will receive the most Services.

Provider shall also manage a small residential program at BWCI, the women's facility. It is the goal of DDOC to implement a Residential Unit at BWCI for those female Inmates diagnosed with SMI and in need of the residential level of care. Provider will work with DDOC regarding the size and location of the residential unit.

Juvenile Offenders adjudicated as adults requiring residential care will receive their treatment in their designated housing location, currently located at the Howard R. Young Correctional Institution ("HRYCI"), unless they require a transfer to an external facility for psychiatric hospitalization. Provider must detail strategies and staffing to accomplish the provision of residential level of care for the adolescents who are adjudicated as adults.

11.6. Continuity of Care:

Inmates being served in Level V facilities may transfer to another Level V facility, step-down to a Level IV facility or be released directly to the community. The behavioral health treatment staff shall work with the Inmate and other individuals supporting re-entry (including medical staff, re-entry staff, DDOC in-reach coordinators, and case managers through managed care organizations) to develop a plan for continued behavioral health treatment in the receiving facility or in the community. (See DDOC Policy [E-09 Continuity, Coordination, and Quality of Care During Incarceration](#))

11.7. Emergency Care:

If an Inmate exhibits behavior that poses an imminent threat to self or others, Provider shall work directly with correctional personnel to transfer the Inmate to a safe location in the infirmary or in any other designated location identified by the DDOC. All urgent referrals require a visual assessment and evaluation in accordance with BHSAMH policies (See DDOC Policy [E-02 Intake Screening](#); DDOC Policy [E-09 Continuity, Coordination, and Quality of Care During Incarceration](#)); and DDOC Policy [B-05 Suicide Prevention and Intervention](#)) All Inmates identified or suspected of being at-risk for suicide or self-injury at the initial screening or at any other time in custody, will remain under constant supervision by the Behavioral Health staff in a safe cell while an order for placement on psychiatric observation is obtained from appropriate personnel. Provider shall evaluate the Inmate as soon as possible, but not to exceed 24 hours from the placement.

PCO is considered an observational status reserved for those Inmates deemed to be at risk of suicide or who are experiencing extreme decompensation requiring increased management. Provider must adhere to the DDOC policies outlining PCO levels and procedures for placement. See DDOC Policy [B-05 Suicide Prevention and Intervention](#).

Behavioral Health staff must be ready, willing and able to address and treat significant psychological distress or signs for the potential of decompensation. Provider shall ensure its staff is trained to recognize the signs and symptoms of behavioral health illnesses, decompensation and emergency interventions. The

Behavioral Health staff must be ready, willing and able to respond to all referrals, sick call requests and provide brief intervention to a comprehensive evaluation as clinically indicated.

Provider staff must collaborate and fully participate in disaster plans and drills as required by the DDOC to be prepared in responding to emergencies.

Additionally, and in accordance with NCCHC essential standard D-07 and MH-A-07, and DDOC Policy [D-07 Emergency Services and Response Plan](#), Provider shall:

- a. Provide immediate response to Inmates in facility-based emergency situations.
- b. Participate in critical incident debriefs related to facility-based emergency situations.
- c. Have twenty-four (24) hour on-call coverage by medical doctors and mental health providers (Psychiatrist or Advanced Practice Registered Nurse).
- d. Have written policies and procedures to address emergency response procedures and the emergent transfer of Inmates at each facility, in coordination with the DDOC Facility Management.
- e. Provide 24-hour emergency response for staff and Inmates within the correctional facilities.
- f. Cooperate with any investigating agents from state government or a law enforcement agency.
- g. Provide for a coordinated emergency response with DDOC custody staff to include:
  - Man-down drills for staff requiring immediate medical intervention.
  - A mass disaster drill involving multiple casualties that require triage by health and mental staff.
  - Any emergency incident.
  - Responses to incidents or allegations which are sexual in nature.
  - Establishment of an emergency medical triage area inside a correctional facility at the direction of the incident commander.
  - Procurement and maintenance of emergency medical equipment in a secure location, determined by DDOC.
  - Ensuring equipment and Emergency Medical Services are onsite to allow for moving infirm, non-ambulatory, and critically-ill Inmates during an evacuation or other emergency.
- h. Participating in post-drill debriefs that will review the responses of participants, response times of participants, and include a written summary to the DDOC to improve future responses.

**12. Substance Use Disorder Programming (SUD).** Provider agrees to:

Provider will provide SUD treatment Services to as many Inmates as possible and maximize the efficient use of treatment beds. In conjunction with DDOC's ability to make appropriate

referrals and move program participants to the designated programs, Provider shall assist the DDOC with keeping the treatment beds filled with clinically appropriate Inmates as determined through classification and assessment.

Provider is aware that a Cognitive Community model combines two evidence-based programming approaches: therapeutic community (“TC”) and cognitive behavioral therapy (“CBT”) and will ensure both models maintain fidelity.

Provider will maintain the DDOC’s use of the eight principles of evidence based practices as the theoretical foundation for providing and assessing SUD programming, including residential SUD programs. In brief, these eight principles include the following:

- Use of actuarial risk/needs assessments
- Get patients treatment ready
- Target interventions with laser-like focus
- Skill train with directed practice
- Increase positive reinforcement
- Engage ongoing support in natural communities
- Measure relevant processes and practices
- Provide measurement feedback

R-SUD program patients should participate in 35 to 50 hours of structured activity per week, based on the current CPC (University of Cincinnati Corrections Institute-Corrections Program Checklist) requirements. Provider must provide SUD staffing that is flexible and available seven days a week. Provider will provide comprehensive residential SUD program services on weekdays, evenings, and weekends. Provider shall support and assist the DDOC’s residential SUD program redesign plan that incorporates TC and CBT evidence-based interventions. This name Cognitive Community captures the importance of maintaining social learning through a therapeutic community milieu, while providing structured skill teaching through evidence-based programming centered on cognitive restructuring interventions.

To facilitate a smooth contract transition, Provider is prepared to continue using the corrections-specific manualized CBT materials currently in place for ASAM Level 3 residential SUD program services. The core curriculum is comprised of the following evidence-based cognitive behavioral interventions:

CBI-CC – Cognitive Behavioral Interventions for Offenders – A Comprehensive Curriculum, published by the University of Cincinnati Supplemented by:

- CBI-SA – Cognitive Behavioral Interventions for Substance Abuse, published by the University of Cincinnati
- Anger Management (SAMHSA)
- Seeking Safety
- SMART Recovery

Provider understands that, much like Cognitive Community, TCU incorporates a modified TC model, in which the length of stay in treatment is at least six months. Provider shall support the DDOC’s residential SUD program redesign plan that recommends using the Texas Christian University (TCU) Treatment System model developed by TCU’s Institute of

Behavioral Research. Provider will maintain the current TCU core curriculum, which is the TCU Mapping Interventions. Provider will supplement this core curriculum with the following additional evidence-based treatment interventions:

- University of Cincinnati Behavioral Interventions for Offenders Seeking Employment (CBI-EMP)
- Anger management (SAMHSA)
- SMART Recovery

As a stand-alone program comparable in dosage to an intensive outpatient level of care, Provider's implementation of the TCU model will be assessment-driven with interventions designed to match risk and needs accordingly. Provider shall support and assist the DDOC with the Crest redesign to the TCU model and recognize that within this context TCU's manualized Mapping curriculum incorporates four stages of the TCU adaptive model:

- Motivation & Induction
- Engagement
- Early Recovery
- Retention and Reentry

Provider understands that the TCU treatment model involves nine or more program hours weekly designed to treat multidimensional instability encompassing services that are capable of meeting the complex needs of people with pro-criminal thinking patterns, addiction and co-occurring conditions. Provider will organize this level of care in a way that delivers treatment services during the day, before or after work or school, in the evening, and/or on weekends as to allow for other vocational training, education and employment services offered at the facility to occur.

Provider supports and will use structured assessment tools for recognizing the proven benefit of quality diagnostic formulation. The TCU-5, a 17-item assessment tool that assesses for substance use disorders, together with a supplemental opioid use assessment tool is one such tool. All assessment tools utilized will be selected in consultation with DDOC.

#### 12.1. DDOC Continuum of Care:

DDOC requires ASAM Level 3, Residential Substance Use Disorder Services (RSUDS) for the following locations:

- Level V RSUDS program at HRYCI in Wilmington, DE (currently 'Key North')
- Level V RSUDS program at Sussex Correctional Institution ("SCI") in Georgetown, DE (currently 'Key South')
- Level V RSUDS program at BWCI in New Castle, DE (currently 'Key Village')
- 6 for 1 Program at HRYCI in Wilmington, DE
- 6 for 1 Program at SCI in Georgetown, DE
- 6 for 1 Program at BWCI in New Castle, DE
- Young Criminal Offender Program at HRYCI in Wilmington, DE

DDOC requires ASAM Level 2, Intensive Outpatient Substance Use Disorder Services ("IOP-SUDS") for the following locations:

- IOP-SUDS program at the Plummer Community Corrections Center in Wilmington, DE (currently 'Crest North for Men')

- IOP-SUDS program at the Hazel D. Plant Women’s Treatment Facility in New Castle, DE (currently ‘Crest North for Women’)
- IOP-SUDS program at Morris Community Corrections Center in Dover, DE (currently ‘Crest Central’)
- IOP-SUDS program at SCI in Georgetown, DE (currently ‘Crest South’)

DDOC requires ASAM Level 1, Outpatient Substance Use Disorder Services (“OP-SUDS”) for statewide for the following locations:

- OP-SUDS program at the Plummer Community Corrections Center in Wilmington, DE (currently Aftercare North)
- OP-SUDS program at the Kent County Probation and Parole office in Dover, DE (currently Aftercare Central)
- OP-SUDS program at the Sussex County Probation and Parole office in Dover, DE (currently Aftercare Central)

Other substance misuse programs:

- DUI Program, (SCI and BWCI)

- 12.2. In year-two of the contract, DDOC will work with Provider toward expanding levels of care within Level V and Level IV facilities. Provider is expected to assist the DDOC through collecting data to help identify gaps in Services specific to levels of care and criminogenic need. For example; should aggregate assessment data reveal the need for additional IOP or OP programming specific to inmates receiving Medication Assisted Therapy (“MAT”), Provider would be expected to proactively partner with DDOC to meet the unmet needs.

Additionally, DDOC intends to rename the current ‘Key-Crest-Aftercare’ continuum and is receptive to ideas. Any names of programming suggested by Provider must be approved by DDOC, and shall be wholly owned by DDOC.

- 12.3. Prison Programs:

On any given day within DDOC’s institutions, hundreds of Inmates, with 12 - 30 months left on their sentence, need the level of treatment offered by the different residential Cognitive Community programs. The target population for substance use disorder treatment consists of Inmates who have a serious history of substance abuse and substance abuse related crimes and deemed suitable for placement in ASAM Level 1 Residential treatment as determined by DDOC’s assessment process. They are individuals who typically do not gain long-term benefits from less intensive treatment programs. Provider’s proposed programs must include co-occurring treatment for Inmates that have mental health problems as well as make accommodations for Inmates with serious medical conditions.

- 12.4. Community Corrections Programs:

DDOC is committed to increasing the success of Inmates who are transitioning from prisons to the community. Some Inmates who are anticipated to be eligible for release in less than 180 days are provided transitional Services to facilitate reentry into the community. Provider must coordinate the transition of Inmates who complete the Level V RSUDS programs to the IOP-SUDS programs in community corrections or to OP-SUDS in probation and parole. Community Corrections programs must also include co-occurring treatment for Inmates that have mental health problems as well

as make accommodations for Inmates with serious medical conditions. Additionally, Provider will develop referrals for sober housing, medical assistance, continued MAT, education, vocational training and other relevant reentry needs aimed at reducing risk to recidivate. Provider must provide additional reentry support through bridging program completers from either the Level V or Level IV programs to those follow up, Aftercare Services located in probation and parole offices.

12.5. Aftercare:

Consistent with empirical findings, DDOC believes that released Inmates with strong community support and accountability systems are less likely to re-offend. Furthermore, it is expected that community based, follow up SUD treatment will lower recidivism and make Delaware a safer place to live. OP-SUDS (Aftercare) is the third and last step in Delaware's substance use disorder continuum. Inmates who complete either the Level V or Level IV programs are expected to participate in a 6 months Aftercare program. Provider is required to work in collaboration with probation/parole officers and other organizations such as TASC as needed toward reducing risk for returning to prison.

13. **Special Populations.** Provider agrees to provide:

13.1. Six for One ("6 for 1"):

6 for 1 Programs – a voluntary “pre-treatment” program based on the essential elements of a modified therapeutic community, with the programming running up to 45 days. The target population is detainees who have alcohol and/or drug related charges and request the 6 for 1 program, or are referred by the DDOC. Programming is to follow a condensed version of the Level V substance use disorder treatment content, topics and curriculum identified in this document. The clinical focus of 6 for 1 is on early treatment engagement and interventions targeting intrinsic motivation to change along with other relevant criminogenic risk factors as determined through the assessment process.

6 for 1 program material will be evidence-based, trauma-informed, gender specific, and consist of group and individual therapy, as well as psychoeducational and peer support groups. Similar to the current SUD program model, Provider will use of manualized CBT material that will be provided to program participants.

Provider will maintain the DDOC's use of the eight principles of evidence based practices as the theoretical foundation for providing and assessing SUD programming, including residential SUD programs. In brief, these eight principles include the following:

- Use of actuarial risk/needs assessments
- Get patients treatment ready
- Target interventions with laser-like focus
- Skill train with directed practice
- Increase positive reinforcement
- Engage ongoing support in natural communities
- Measure relevant processes and practices
- Provide measurement feedback

13.2. YCOP:

Young Criminal Offender Program (YCOP) – a program specifically for male adolescents from 16 to 18 years of age, who are court-ordered to the program by a judge after being adjudicated to Superior Court because of the seriousness of their charges and/or convictions. Programming takes place within a cognitive community setting as described elsewhere in this solicitation and focuses on the development of skills acquisition, cognitive restructuring, decision making, pro-social values, decreasing inappropriate behaviors and planning for the future as well as substance use disorder treatment. All curricula, assessment tools and other clinical protocols shall be customized to meet the unique needs of this special population.

13.3. Sex Offender Treatment:

A comprehensive sex offender programming at all facilities (Level V and Level IV) that is compliant with the State of Delaware's Sex Offender Monitoring Board (SOMB) standards <http://somb.dshs.delaware.gov>. At a minimum three (3) open-enrollment groups of 12 offenders facilitated by two clinicians for 1 ½ hours per group should be implemented at all Level V facilities (JTVCC, HRYCI, SCI and BWCI). The treatment process shall include but not be limited to group process, homework and/or journaling. Although treatment at Level V facilities shall focus on those offenders exiting the Level V facilities within 3 years, treatment programming may also be provided to those Inmates who have less than one year or more than three years. Provider is responsible for providing groups at all Level IV work release and violation of probation facilities. Programming should include a component for pre-trial sex offender treatment for those offenders who volunteer to begin treatment prior to sentence. If at any time the Level IV facilities do not require 3 groups those resources should be placed throughout the DDOC, where needed. Programming includes but is not limited to:

Initial evaluation which consists of:

- Clinical interview
- Clinical mental health status exam
- Observational assessment
- History or functioning
- Case file/document review
- Collateral information/ contact/interview
- Sex offense-specific evaluation shall address the following areas:
  - Cognitive-Functioning
  - Mental Health
  - Medical/Psychiatric Health
  - Drug/Alcohol Use
  - Stability of Function
  - Development History
  - Sexual Evaluation
  - Risk using the Static-99R, Stable and Acute 2007
  - Motivation and Amenability to treatment

Requested written evaluations are completed within 30 days of referral and shall include the following:

- Offender demographic information
- Evaluator information

- Reason for evaluation
- Evaluation method
- Formal account of the instant sex offense
- Client's version of the instant sex offense
- Background information
- Family and social history
- Academic history
- Vocational/military history
- Sexual history
- Drug and alcohol history
- Criminal history
- Medical and psychiatric history
- Sexual functioning
- Behavioral Observations
- Risk Analysis
- DSM-5 diagnosis
- Treatment implication

The written summary and recommendations shall include:

- Level of risk for sexual and violent re-offense
- Specific risk factors requiring management/intervention
- Level of denial
- Treatment of co-existing conditions and need for further assessment
- The need for medical or pharmacological treatment

Treatment plans are to be completed within 30 days and shall consist of the following:

- Who will be involved in its development
- Specification of long-term and short-term goals
- Methodology for monitoring goals
- Obligation of the client
- Obligation of the treatment staff to the client

Progress and Group Notes:

- Progress notes are completed during each encounter
- Group participation notes are completed after each session
- All notes are filed in the DDOC mental health chart after encounter

Sex Offender treatment must be evidence-based sex offense-specific treatment designed to:

- Give priority to the safety of an offender's victim(s) and the safety of potential victims and the community
- Reduce offenders' denial and defensiveness
- Decrease and/or manage offenders' deviant sexual urges
- Educate offenders about the potential for re-offending
- Teach offenders self-management method to avoid re-offending
- Identify and correct cognitive distortions
- Identify and treat thoughts, emotions, and behaviors that facilitate sexual re-offense

- Educate offenders about non-abusive, adaptive, legal, and pro-social functioning
- Educate offenders about the impact of sexual offending upon victims, their families, and the community
- Identify and treat the effects of trauma as factors in potential re-offending

Provider will provide evidence-based and SOMB approved risk assessment. As research evolves, Provider is responsible for implementing the prevailing risk assessment tools.

Provider will retain counselors who meet SOMB qualifications and certified to conduct a comprehensive psychosexual evaluation.

Provider will adhere to SOMB standards that include a sex offense risk assessment tool, at least one cognitive distortion scale, and a scale that addresses motivation and amenability to treatments.

The DDOC will identify all offenders who have been classified, court ordered, and mandated for sex offender evaluation/treatment. Provider is responsible for providing such Services in a timely manner. Information sharing is essential to effective sex offender treatment. Provider shall use a waiver of confidentiality for the multi-disciplinary team.

13.4. Short Term Cognitive Behavioral Therapy (CBT) Groups:

Provide short-term CBT groups. Inmate participation in these groups are determined through the Department's assessment and classification process and provide access to Inmates who may not otherwise be eligible due to limitations of classification parameters and/or the limited space within the correctional facilities where other programs are housed. There are three tiers of CBT programming to be provided:

a. CBT Low Dose:

Approximately 6-18 hours of staff facilitated, manualized treatment interventions (dependent upon number of topics offered) is tailored to the criminogenic needs of the incarcerated person as determined by actuarial risk assessment and/or court ordered treatments. Based on Texas Christian University's Mapping Enhance Counseling (TMEC), each session can be offered as a stand-alone intervention or offered sequentially in advance of other more intensive interventions.

- Facilitated as open enrollment or modified open enrollment sessions.
- Designed for groups, but can be delivered to individuals.
- Training requirements are minimal and use of curriculum is at no cost with permission of authors.
- Mapping is an NRREP registered evidence based practice.

TMEC Session	Description
<i>Getting Motivated to Change</i>	4 sessions focused on aspects of cognition that governs decisions to change behavior. It relies on visual-communication tools and related cognitive strategies to engage clients in discussions of this topic. Participants are encouraged to make a commitment on a specific behavior or attitude they are willing to work on and report on to the group over the course of the intervention

<i>Reducing Angry Feelings</i>	4 brief sessions teaches clients appropriate ways to manage anger so they are more capable of coping with the reality of their situation. This module is considered a basic building block because CJ involved individuals often experience anger, particularly in response to their loss of freedom. The 4-session brief therapeutic intervention is designed to help clients learn to understand and respond to anger in more appropriate ways.
<i>Partners in Parenting</i>	8 sessions <i>Partners in Parenting</i> focuses on the identified concerns of recovering parents and encourages learning and skill-building in key areas such as parent-child communication, developmental expectancies, guidance and discipline, problem solving, and self-care. The intervention contains materials for an 8-session structured workshop that allows participants to practice parenting strategies and discuss their experiences with others.
<i>Mapping Your Reentry Plan</i>	2-session thoughtful reentry planning sessions with realistic and measurable goals helps focus the working relationship on a more hopeful tomorrow. This chapter is designed as a primer for treatment staff on simple, yet effective strategies to strengthen motivation and engagement in reentry planning.
<i>Time Out for Me/Time Out for Men</i>	8 sessions, the <i>Time Out!</i> series consists of separate interventions for leading women-only and men-only workshops that address the sensitive topics of relationships, sexuality, and intimacy. Communication skills, self-esteem, sexual health, and conflict resolution skills are presented as a foundation for helping men find solutions to relationship difficulties.

b. Moderate Dose CBT:

Approximately 37 hours of intervention using Thinking for a Change, a National Institute of Corrections Thinking for a Change 4.0 (T4C) is an integrated cognitive behavioral change program authored by Jack Bush, Ph.D., Barry Glick, Ph.D., and Juliana Taymans, Ph.D., under a cooperative agreement with the National Institute of Corrections (NIC). T4C incorporates research from cognitive restructuring theory, social skills development, and the learning and use of problem solving skills. T4C is comprised of 25 lessons that build upon each other, and contains appendices that can be used to craft an aftercare program to meet ongoing cognitive behavioral needs of your group. Not all lessons can be completed in one session, so a typical delivery cycle may take 30 sessions. Sessions should last between one and two hours. Ideally, the curriculum is delivered two times per week, with a minimum recommended dosage of once per week and a maximum of three times per week. Participants must be granted time to complete mandatory homework between each lesson.

- Facilitated as closed enrollment groups; with open sessions allowable within the first 5 sessions
- Requires specialized training that is contracted through NIC at a cost.

T4C is currently being provided within Level V and Level IV facilities by Gateway Foundation under contract with DDOC through February 14, 2021. Provider agrees to assume responsibility for T4C and provide programming within Level V and Level IV facilities effective on February 15, 2021 and will coordinate the transition with DDOC and Gateway Foundation in advance to ensure a seamless transition. Prior to February 14 2021, the Parties will negotiate and enter into an amendment to this Agreement to include any additional staff needed for the T4C program and the associated costs.

c. High Dose CBT:

Approximately 82 hours of intervention using University of Cincinnati's Cognitive Behavioral Interventions Core Curriculum (CBI-CC) broadly targets all criminogenic (crime-producing) needs. As the name suggests, this intervention relies on a cognitive-behavioral approach to teach participants strategies to manage risk factors. The program places heavy emphasis on skill building activities to assist with cognitive, social, emotional, and coping skill development. The curriculum provides modifications so that Inmates with mental illness can participate, though it is not dedicated exclusively to this population. Using a modified closed group format with multiple entry points, the curriculum is designed to allow for flexibility across various service settings and intervention lengths.

- Facilitated as modified open enrollment groups with multiple points of entry.
- Requires specialized training through University of Cincinnati.
- Each curriculum session includes a modified version of the material for mental health population.
- Shorter versions of the curriculum; CBI-EMP and CBI-SA blend CBT strategies with sessions focusing on employment and substance misuse.

13.5. Peer Support:

In addition to coordination with community peer support Services, work with DDOC to establish the feasibility of and operation of a forensic peer support program. This program would select, train, supervise and support current Inmates who elect to work as peers supporting Inmates with mental health and/or substance use disorders.

13.6. DUI Services:

Provide programming for DUI Services based on 21 *Del. C.* § 4177(d)(9) for individuals incarcerated for DUI. Programming shall include intensive treatment, group processes and drug and alcohol programming. Individuals who are convicted of a 3rd or subsequent Driving under the Influence (DUI) offense are currently enrolled in a 90-day treatment program at SCI and at BWCI. Provider will collaborate with DDOC to adjust and/or implement DUI Services at other DDOC facilities, which will trigger the Change of Scope provision found in the Agreement, Section 1.2.

Provider will have each individual assessed by either DDOC or behavioral health staff, utilizing the same assessment tools already in place at the DDOC: 1) Level of Service Inventory-Revised (LSI-R), and the Risk-Needs-Responsivity (RNR) Simulation Tool. These DDOC assessment and classification tools are important, even for DUI program participants.

DUI program participants are mandated to participate based on the previously noted Delaware statutes. As a result, without the use of evidence-based assessment tools such as LSI-R and RNR, the true extent of DUI participants' clinical and criminogenic needs may not be evident to DDOC or behavioral health staff upon participants' placement in the DUI program. The LSI-R and RNR Simulation Tool will serve a number of functions for the DUI program. It will provide a benchmark for current clinical and criminogenic needs and risks, it will inform participant treatment planning, and it will allow the DDOC and Provider to measure and evaluate both individual

progress and overall program effectiveness. Program evaluation will be even more effective with expanded use of the RNR Simulation Tool to include the online portals related to program and system assessment (The Program Tool and the Assess Jurisdiction's Capacity portals).

For the DUI program a modified therapeutic community, similar to the 6 for 1 model, will be used as the template for DUI programming. Provider will require its behavioral health and SUD staff to receive training on the current Key/Cognitive Community (name to change at completion of SUD redesign) assessment and evaluation tools, as well as the curricula. These same Personnel will then be qualified to apply similar assessment and evaluation tools to DUI participants.

Provider will tailor the CBT manualized programming and interventions to fit the unique needs and goals of DUI participants. Provider's overall DUI program design and curriculum for women at the BWCI will be the same as for men at SCI. Female participants will receive gender-specific programming material with greater emphasis on trauma-informed service delivery methods.

Provider will use similar corrections-specific manualized CBT materials currently in place for ASAM Level 3, residential SUD programs. Similar to what the DDOC has done for the 6 for 1 program, Provider will condense the full ten month program material to fit the 90-day DUI program format. In addition to condensing the current program material, the program will target the CBT and other interventions to the unique needs of DUI program participants. For example, the core Key curriculum, Cognitive Behavioral Interventions for Offenders – A Comprehensive Curriculum (CBI-CC), contains specialized modules. One these modules specifically addresses the needs of DUI participants. In the same way, the DUI program will modify the use of other Key supplemental materials, such as the following:

- CBI-SA – Cognitive Behavioral Interventions for Substance Abuse
- Anger Management (SAMHSA)
- Seeking Safety
- SMART Recovery

Integrated Change Therapy (ICT) and Thinking for a Change are two other program curricula's/material the Provider may consider for use within the DUI program.

#### 13.7. Adjunctive Services

Collaborate with DDOC to implement additional adjunctive Services (e.g. activity therapists, art therapists, mindfulness activities etc.) as needed to support delivery of treatment Services across the state.

**14. Collaboration Between Treatment Provider and Security Staff.** Provider agrees to: While security is the primary concern of any Delaware correctional facility, a healthy and effective treatment system ultimately enhances security.

14.1. New treatment staff will receive training on basic security measures from the DDOC staff. Provider will keep the DDOC staff apprised of all treatment activities. An open line of communication between correctional and treatment staff is imperative. Security staff will be accessible to the treatment staff to discuss planning, schedules,

special program events, the movement of prisoners to and out of the treatment programs, the recruitment of program participants and issues pertaining to security.

**15. Treatment Staff Description, Qualifications, Supervision and Work Shifts.** Provider agrees to:

- 15.1. Recruit and hire sufficient Personnel who meet qualifications and experience (and pass background clearance) in providing the Services and adequate levels of coverage and care in each facility. Provider will carefully screen and monitor clinical SUD staff to ensure that they have and maintain the appropriate credentials for their assigned duties.

Provider agrees to provide staffing as per Appendix 2, to include employing a full-time State Behavioral Health Director and/or senior leadership designee to be available 24/7 who will work closely with the BHSAMH. Provider must also employ a clinical supervisor for the behavioral health staff at each facility who will coordinate all on-site clinical operations with the DDOC Treatment Services Director and serve as the liaison with DDOC security personnel.

Provider agrees to staff licensed mental health clinicians 24/7 at JTVCC to address behavioral health services such as referrals stemming from a Receiving Screening , Offender Sick Calls with a behavioral health symptom or concern, or a behavioral health crisis. For all other DDOC Level V and Level IV facilities, Provider will utilize telehealth technology for evening and night shift coverage to address behavioral health services such as referrals stemming from a Receiving Screening, Offender Sick Calls with a behavioral health symptom or concern, or a behavioral health crisis which may be handled via telehealth technology.

Provider must train all of its behavioral staff to utilize the DDOC's EHR, and DACS (as permitted). The DDOC staff will conduct the initial training and Provider will conduct all follow-up training. The DDOC will continue to provide IT technical assistance regarding its EHR throughout the length of the contract.

Provider shall have a system for credentialing and privileging staff that is approved by the BHSAMH Bureau Chief. Each off-site service requiring licensure and certification in the State of Delaware shall have that licensure or certification on file and be in good standing without practice restrictions. See DDOC Policy [C-01 Credentialing](#), for further information.

Clinical staff will participate in a peer review program administered by BHSAMH. Provider's administrative team will participate in ensuring that clinical staff move forward on any corrective action plan developed to correct deficiencies identified by the peer review process, random or scheduled audits or other processes.

Behavioral health staff will receive privileges to practice in the DDOC healthcare system based on credentialing and maintenance of performance as evaluated by the peer review system. Provider's staff may have privileges revoked at any time due to failure to correct performance deficiencies identified through peer review or other means or due to egregious breaches of conduct or clinical performance as solely determined by BHSAMH.

15.2. Statewide Staffing:

Provider is required to have the following statewide positions dedicated to this contract and located within Delaware:

- Statewide Behavioral Director
- Statewide Director of Psychiatry
- Statewide Behavioral Health Clinical Supervisor
- Statewide Substance Abuse Programs Director

DDOC agrees that VPO is a dual role with the Correctional Healthcare Agreement and that the VPO position is located only on the Staffing Matrix of the Correctional Healthcare Agreement.

15.3. Staffing Qualifications

Provider must ensure its Statewide Behavioral Health Director is a licensed psychologist in Delaware and its Statewide Director of Psychiatry is a licensed psychiatrist in Delaware. Other proposed licensed directors must have at least 5 years' state or county based senior leadership experience overseeing such a program. The Behavioral Health Director for each facility shall hold a Master's Degree and be licensed in Delaware. The Behavioral Health Director will be responsible for overseeing mental health Services and substance use programming, therefore it is required that the Director is cross-trained in mental health and substance use disorder treatment and is able to provide evidence of acquired skills (i.e. licensed/credentialed substance use professional overseeing substance use programming).

15.4. Mental Health Staff:

Provider shall provide Mental Health Clinical Supervisor Staff who are responsible for day to day operations. The Supervisor shall have a minimum of a graduate degree in psychology, social work, counseling or a related field, hold a mental health license and have a minimum of two years' experience working in the mental health field.

Staff providing mental health Services, except for the psychiatric technicians described below, must have a minimum of a graduate degree in psychology, social work, counseling or a related field and preferably will be licensed. Individuals who are not licensed must be under the direct supervision of a licensed clinician with written documentation of supervision. Provider shall provide DDOC with a copy supervisor documentation when requested.

Provider shall provide psychiatric technicians which are responsible for visual monitoring of Inmates who have been assessed at risk of self-directed violence (otherwise known as Psychiatric Close Observation). Any Psychiatric technicians hired following contract transition must have at minimum an Associate's degree unless they previously were employed as correctional officers with DDOC and performed these duties (subject to Section 10.2 of this Agreement). Incumbent Staff are not required to hold an Associate's degree.

15.5. SUD Treatment Staff:

Provider shall provide SUD Clinical Supervisor Staff who are responsible for day to day operations. Any Clinical Supervisor Staff hired following contract transition shall

have a minimum of a graduate degree in psychology, social work, counseling or a related field, license or substance use certification (CADC, CAADC, licensed chemical dependency professional); and a minimum of two years' experience working in substance use treatment. Incumbent Staff are governed by Section 7.8.

Staff providing substance use Services are required to have a minimum of a Bachelor's degree in human services combined with a substance use certification or be actively working towards attaining a substance use credential within two years of hire.

Staff who substitutes higher education for experience must hold a two-year degree and possess a CADC.

Individuals with lived experience may provide peer support Services if they have been screened and approved by the Substance Use Services Clinical Supervisor.

All non-credentialed staff must be supervised by a credentialed staff with written documentation of supervision. Provider shall provide DDOC with a copy supervisor documentation when requested.

15.6. Supervision:

Structured and documented clinical supervision of all unlicensed mental health and substance use disorder clinicians will be provided on a monthly basis to DDOC.

Monthly individual supervision will be a minimum of one hour and will focus on individual cases. It is expected that a minimum of five (5) cases will be reviewed per month.

Group supervision of non-licensed clinicians will be conducted on a monthly basis, at minimum of one hour, and provided by a licensed mental health professional (preferably the Mental Health Director and/or Clinical Supervisor at the respective facilities).

Counselors will receive clinical supervision weekly by the clinical supervisor and/or the Site Mental Health Director.

Supervision will be documented in writing and will be reviewed periodically by the Statewide Behavioral Health Director.

The Statewide Behavioral Health Director will provide clinical direction to the site Mental Health Director based on the results of these reviews, particularly in complex cases.

15.7. Peer Review:

DDOC Policy [C-02 Clinical Performance Enhancement](#) requires that the behavioral healthcare provider have a periodic peer review process. A peer is defined as another provider in the same discipline (psychiatrist, psychologist, nurse practitioner, or clinician to name a few) who has firsthand knowledge of the provider's clinical performance. The peer review should evaluate the professional care the provider has given using a sample of the provider's primary patient case load and comment on specific aspects of the provider's knowledge and skills, such as actual clinical performance, judgment, and technical skills. Provider staff who are privileged or

working under a practice agreement with the BHSAMH must have at least one peer review every 2 years. Provider shall maintain a record of these peer reviews. See 24 Del. C. § 1768 regarding the State of Delaware's statutory peer review privilege.

**16. Discharge Planning and Reentry.** Provider agrees to:

Collaborate with DDOC to ensure that necessary pre-discharge planning and preparation is accomplished for Inmates who are being discharged and need continuity of care. This will include, but not be limited to, clinical evaluation of the Inmate and/or assistance with the completion of state and federal entitlement applications for Medicare/Medicaid, Public Assistance, Social Security and Veterans Administration benefits, exchange of information and referral to community based providers, collaboration with the clients' social support system, the criminal justice system, the legal system and/or community health care.

16.1. Provider will implement a discharge planning case management system pursuant to DDOC Policy which reflects the BHSAMH mission, and is established on well-defined operating principles, clear discharge service objectives, site specific-written policies and procedures, performance standards and measurements that guide discharge and reentry activities for chronic care, behavioral health and high risk special needs to include the following service requirements:

- Initiate contact with the Inmate at least 6 months prior to their release date.
- Oversee individual discharge planning case management activities and development of written discharge plan.
- Assist and advocate for government assistance programs benefits and resources.
- Assist clients' acquisition of an acceptable form of identification (ID card, etc.).
- Distribute information on Parental Rights and family reunification support.
- Promote individual self-sufficiency, consumer directed discharge planning and accountability.
- Oversee distribution of information and resources to support reentry into the community.
- Provide resource information or make a referral for education or vocational training.
- Coordinate case management activities in collaboration with DDOC providers, other State agencies and community providers.
- Make a referral or schedule post discharge housing placement (emergency, transitional or permanent).
- Make a referral or schedule an appointment for post release behavioral health treatment Services need.
- Make a referral or schedule contact with reentry or ancillary service providers and describe the process for a warm handoff to a community provider.
- Assist the medical discharge nurse, if applicable, with Applications for DHSS Community Support Program enrollment; DMMA Long Term Medicaid Programs, Division of Developmental Disabilities Services, and DSAMH Long Term Care (EEU).
- Ensure that a psychiatrist/ psychiatric nurse practitioner has reviewed prescribed psychotropic medication prior to discharge.
- Collaborate with the healthcare staff discharge planner to assure that the Inmate has a 30-day supply of prescription medications and/or medical equipment for

continuum of care following discharge in accordance with DDOC Policy [E-13 Discharge Planning](#).

- Work with DDOC and community providers to ensure for transportation to post release treatment facility.
- Distribute Post Release/Reentry Plan including list of referrals/appointments and contact information in accordance with DDOC Policy E-13 Discharge Planning;
- Document discharge planning activities into the DDOC EHR iCHRT.
- Maintain a Discharge Planning Case Management Log.
- Conduct quality assurance reviews of discharge process.
- Maintain quality control record of all audits and plan of corrections associated with the discharge process.

#### 17. **Administrative Meetings And Reports.**

Provider agrees to participate in meetings to ensure there is appropriate and effective collaboration between facility administration, the Bureau of Healthcare Substance Use Disorder and Mental Health Services, and the various Provider Personnel. Provider shall ensure that all required Personnel actively participate in meetings to which they are invited. Provider is responsible for compiling meeting records and notes for meetings they facilitate, and disseminating them to DDOC.

Provider shall participate in all administrative meetings as outlined in current and future NCCHC and ACA standards for jails and prisons. Details on the daily, weekly, monthly and quarterly meetings the Provider is required to convene, attend and/or contribute to and the Provider's role in these meetings is as outlined in DDOC Policy A-04 Administrative Meetings and Reports. Review of medical and other records by these Committees shall be undertaken with a view to improve the quality of patient care pursuant to 24 *Del. C.* § 1768(a) and deemed confidential.

17.1. Healthcare Advisory Committee: Each facility is required to conduct a quarterly Healthcare Advisory Committee (HAC) meeting in accordance with DDOC Policy A-04 "Administrative Meetings and Reports". The meeting shall be convened and facilitated by Provider and Security.

17.2. Continuous Quality Improvement Meeting (Statewide): The BHSAMH Bureau Chief or designee convenes and facilitates the state level Continuous Quality Improvement (CQI) meetings in accordance with DDOC Policy [A-06 Continuous Quality Improvement Program](#). The state level CQI Committee meets at least once per quarter or more often as needed. Provider shall attend the CQI Meeting as outlined in the policy. The DDOC reserves the right to request additional or different reporting information from Provider throughout the term of the contract, on either an ad hoc or regular basis. Personnel required to attend this meeting are:

- Statewide Director of Psychiatry
- Statewide Behavioral Health Director
- Statewide Behavioral Health Clinical Supervisor
- Statewide QA Manager staffed in the Correctional Healthcare Agreement
- VPO staffed in the Correctional Healthcare Agreement
- Other staff members as deemed necessary by the BHSAMH Bureau Chief and/or BHSAMH Medical Director

- 17.3. Continuous Quality Improvement Meeting (Facility level): Each facility is required to have a facility level CQI Committee that shall meet at least once per quarter in accordance with DDOC Policy [A-06 Continuous Quality Improvement Program](#). Provider will convene and facilitate this meeting.
- 17.4. Joint meeting: The DDOC will facilitate a Joint Meeting with Provider at least once per quarter, or more often as needed in accordance with DDOC Policy [A-04 Administrative Meetings and Reports](#). The Joint Meeting is conducted to ensure that effective collaboration exists among the various contracted providers. Provider must attend these meetings as outlined in the policy. The DDOC will lead this meeting.
- 17.5. Pharmacy and Therapeutics Committee: The Pharmacy and Therapeutics (P&T) Committee meets at least quarterly and is facilitated by the Pharmacy Provider. Provider shall designate a representative to attend the meeting.

**18. Reports and Notifications.** Provider agrees to:

The DDOC will conduct regular and ad-hoc chart reviews as part of the BHSAMH Quality Assurance Plan (chart reviews, on-site visits and other methodology) to verify the delivery of Services provided by the Provider. These reviews may be scheduled in advance or may be unannounced. Provider and the DDOC will review the results, and when deficiencies are identified, Provider shall perform all remediation as requested by the DDOC within thirty (30) calendar days of receipt of the detailed remediation plan, or within an agreed-upon time-period.

Provider shall make available detailed records (including hours worked, hourly rate of pay, and demographic information), attendance data, staff vacancy reports, and other relevant information (including financial data related to the Agreement) as requested by the DDOC. Provider and the DDOC will review the records, and when deficiencies are identified, Provider shall perform all remediation as requested by the DDOC within a specified timeframe.

The DDOC may request any reports on data points maintained in the EHR related to Services or other items of interest. Provider shall produce all such reports as can currently be generated utilizing data from iCHRT. All reports shall be provided in the format requested by the DDOC. Provider shall supply DDOC with any requested reports within the timeframe requested and, at most, within thirty (30) calendar days of request if no timeframe specified. The costs of upgrades to the reporting capabilities of iCHRT are not the financial responsibility of Provider.

Provider shall provide required monthly reports within 15 days of the close of the previous month. Required monthly reports are outlined in numerous DDOC Policies, which shall be provided to Provider at the start of the Agreement and updated as changes are made.

Provider shall cooperate with the DDOC on all incidents involving an Inmate death or act of self-directed violence as outlined in DDOC Policy A-09 Procedure in the Event of an Offender Death or Self-Directed Violence. Provider must notify DDOC staff within the allotted timeframe outlined in policy. All reports including the Incident Summary, M&M Report, and other subsequent reports shall be provided to BHSAMH in a timely manner as outlined in the policy. The Provider will participate in the meeting of the M&M Committee and aid in the formulation of all recommendations for action.

Quarterly reports on certain programs identified by DDOC/BHSAMH may also be required by the DDOC's Strategic Partnership Oversight Committee (SPOC). This multi-disciplinary DDOC group reviews utilization metrics, client demographics, and program outcome data utilizing provider reports. DDOC will make a determination of which programs will need to complete SPOC quarterly reports and will work with Provider to customize portions of the SPOC template to capture program outcome results.

**19. Policies, Procedures and Forms.** Provider agrees to:

- 19.1. All forms utilized by Provider for the provision of Services or data collection relative to Services must be reviewed and approved by the DDOC before being put into use.
- 19.2. The Provider shall use all forms provided, or created, by the DDOC.
- 19.3. The Provider shall develop site-specific procedures from each DDOC Policy. All site-specific procedures shall be annually reviewed and approved by each Party.
- 19.4. Review and discuss policies and procedures as a component of staff new-hire orientation and in-service training.
- 19.5. Ensure that all Personnel are oriented to all policies and procedures.
- 19.6. Verify that site-specific procedures comply with all current and future federal and state laws and regulations, NCCHC standards, ACA expected practices, DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents that have previously been provided to Provider.
- 19.7. Cooperate with DDOC or any independent agency, organization, entity, or person chosen for the purposes of scheduled or unscheduled audits.
- 19.8. As part of the CQI process, monitor compliance with DDOC policies, directives, rules, interim memos, MOUs, intergovernmental agreements, and guidance documents that have previously been provided to Provider, and resolve discrepancies in collaboration with the DDOC.

**20. Continuous Quality Improvement Program.** Provider agrees to:

Implement a site level Continuous Quality Improvement (CQI) program at each site in accordance with DDOC Policy [A-06 Continuous Quality Improvement Program](#) within thirty (30) calendar days of Contract Start-Up. Provider shall provide a written plan outlining how it will implement the site level CQI Program and provide any associated CQI manuals or audit tools it plans to utilize.

- 20.1. The CQI program shall monitor and study all major service areas. These major Services areas include but not be limited to:
  - Referrals stemming from Receiving Screenings during the Intake Processing
  - Psychiatric Medication Services
  - As Needed Behavioral Health Services (e.g. PCO, segregation, sick call, crisis, etc.)
  - Routine Behavioral Health Services (e.g. Outpatient, Intensive Outpatient Residential)

- Intra-system Transfers Services
  - Re-entry/Discharge Planning Services
- 20.2. The site level CQI program shall occur quarterly and will be overseen by a multi-disciplinary CQI Committee as outlined in DDOC Policy [A-06 Continuous Quality Improvement Program](#). The primary purpose of the CQI Committee is to identify problems and opportunities for improvement, based upon the collection and assessment of relevant data. The CQI Committee will meet at least quarterly and follow the format outlined in DDOC Policy [A-06 Continuous Quality Improvement Program](#).
- 20.3. The CQI program shall include such audits, narrative reports and executive summaries necessary to identify and remedy any quality issues identified in the Provider's operations and consistent with those required by the DDOC. Reports of activity from the monthly meetings distributed on CQIS affecting Services provided pursuant to this contract must be submitted to the BHSAMH Bureau Chief or designee on a monthly basis. Any reports provided will remain confidential unless otherwise authorized by BHSAMH; however, all documents related to Inmate care and quality improvement activities must remain available to the DDOC at all times.

All reports, data compilations, and other information submissions shall be certified by Provider's appropriate supervisory staff.

Provider shall provide Quality Assurance, QA Metrics for BHSAMH monitoring of the healthcare system as stipulated by BHSAMH. The QA Metrics will include clinical, fiscal, operational, and other data to facilitate comprehensive monitoring of the healthcare system.

**21. Provider Personnel And Subcontractor Licensing.** Provider agrees to:

All behavioral health staff and subcontractors who provide clinical Services must be licensed, certified, and registered in accordance with state and/or federal requirements and in accordance with DDOC Policy [C-01 Credentials](#). A restricted license that limits practice to correctional institutions is not in compliance with this section. Provider shall:

- 21.1. Verify that all Personnel and subcontractors are duly licensed, certified, and/or registered in accordance with Delaware laws and regulatory requirements.
- 21.2. Within three months of Contract Start-Up, develop and deliver a plan for the ongoing education and clinical supervision of Personnel. This plan shall detail how Personnel shall access ongoing education necessary to maintain licensure, credentials, and knowledge of current best practices. The plan shall be provided to the DDOC Director of Standards and Compliance and BHSAMH Behavioral Health Director. Quarterly reports on progress toward maintaining licensure and credentials shall be provided to DDOC by Provider.
- 21.3. Be aware that all new hires are subject to, and must pass a background check performed by DDOC, and have their credentials reviewed prior to be allowed to work in a facility.

- 21.4. Submit to DDOC in a timely manner, a list of Personnel who are due for annual background checks. This must be submitted on an ongoing basis at least sixty (60) calendar days prior to the expiration of the current background clearance.
- 21.5. As allowed by law and subject to collective bargaining agreements, provide certain personnel information (including disciplinary and/or termination decisions) to the BHSAMH Bureau Chief or designee.
- 21.6. Ensure that all reports/complaints against Personnel filed with the Division of Professional Regulation shall also be reported in writing to the BHSAMH Bureau Chief or designee as follows: for patient complaints about care received by Personnel, Provider will submit a report monthly no later than the 5th day of the following month showing all such complaints filed that prior month; for patient complaints involving allegations of PREA or sexual harassment or for complaints filed by non-patients, such as other licensed professionals or provider groups, within three (3) business days.
- 21.7. Maintain documentation in a readily-available location, of current licensure and credentials for all Personnel employed under this Agreement.
- 21.8. Require that once hired, Personnel are responsible for bringing to the attention of the BHSAMH Bureau Chief or designee any changes to their credentials.
- 21.9. Require that the credential verification process includes inquiry regarding sanctions or disciplinary actions of state boards, employers, and the National Practitioner Data Bank (“NPDB”).
- 21.10. Require that Personnel and subcontractors performing Services within DDOC facilities do not perform tasks beyond those permitted by their credentials, licensure and training.
- 21.11. Report any internal disciplinary infractions and resulting actions to BHSAMH and Security.

**22. Staffing Levels and Categories.** Provider agrees to:

- 22.1. Provide staffing levels and categories as listed in Appendix 2, Staffing Matrix. The Parties will periodically review and may mutually agree upon staffing adjustments that are necessary for efficiency or operational need. When any such increase or decrease in the staffing is agreed upon, the Parties agree such change requires a contract amendment.
- 22.2. DDOC reserves the right to refuse facility access of proposed Personnel.
- 22.3. Ensure that a personnel file will be established for each of the Personnel.
- 22.4. Each personnel file will contain current licensure and/or certification documentation.
- 22.5. Limit the amount of time that Statewide Office staff backfill at the facilities. The focus of Statewide staff roles shall be on the supervision of staff, quality assurance/quality improvement activities, chart review, and providing consultation and technical

assistance as needed and at the request of the DDOC. While DDOC acknowledges that such coverage may be required as a temporary measure on rare occasion, for any position, this shall not occur for more than 7 consecutive days and shall not exceed 14 days in a given calendar quarter.

- 22.6. Review credentials of all staff currently employed by the current Vendor, (including those in the Statewide Office) who wish to continue working in their current or other jobs under the Provider.

**23. Confidentiality and Completeness of Medical and Mental Health Records and Information.** Provider agrees to:

- 23.1. Maintain the privacy and security of all current and former Inmates' Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
- 23.2. Understand and adhere to the rules regarding the sharing of information with DDOC personnel that includes but may not be limited to that which is necessary for the classification, security, and control of Inmates.
- 23.3. Retain the health records of discharged Inmates in accordance with federal and state law, and in accordance with applicable state retention policies.
- 23.4. Incorporate external healthcare records into the EHR. This includes information obtained from the Delaware Healthcare Information Network (DHIN), records from healthcare providers outside of DDOC and results/reports from diagnostic and therapeutic studies conducted during Inmates' incarceration.
- 23.5. Promptly make all records available to DDOC's legal/defense staff and the Delaware Attorney General's Office as requested.
- 23.6. Promptly make all records available to an Inmate's legal, fiduciary, or other representative in accordance with a properly completed, and signed, Release of Information (ROI) Form.
- 23.7. Respond to DDOC's request for medical information within the timeframes specified in such requests.

**24. Access to Custody and Information.**

Provider staff shall have access to the Delaware Automated Correctional System (DACS) information regarding the Inmate's custody information if it is determined that such information is relevant to the Inmate's course of treatment and/or programming within the DDOC.

**25. Withholds.** Provider agrees to:

Provider may be assessed operational and/or staffing withholds at DDOC's discretion as described below. Withholds will not begin until after the expiration of the Start-Up Period.

**25.1. Operational Withholds-Audits.**

The Health Services QI Monitoring and Evaluation Audit is a BHSAMH tool ("Tool") used to measure compliance with the Agreement. This Tool is currently under

development. Provider will be permitted to have input into the final Tool to ensure that it fairly and accurately measures operational performance. The finalized Tool will be completed and implemented prior to the end of the Contract Start-Up Period. If the Tool is completed and implemented by October 1, 2020, DDOC will waive any staffing withholds under Section 27.2 below for an additional ninety (90) days. Once the Contract Start-Up Period concludes, DDOC will begin auditing using the Tool. The monitoring will occur on a quarterly basis. Any operational withholds will be withheld twice per calendar year on or about June 1st and December 31st. The overall standard for compliance is a threshold of 80% per performance measure across DDOC facilities for the first year and 85% compliance per performance measure across DDOC facilities during subsequent years.

- a. Monitoring and Evaluation Audits with overall scores for each performance measure at or above compliance:
  - No operational withholds will be assessed
  
- b. Monitoring and Evaluation Audits with overall scores for each performance measure below compliance levels show a potential failure in compliance with DDOC. The following steps will then apply:
  - Initial audit scores of a performance measure below compliance require Provider to develop and submit a corrective action plan (CAP) for that performance measure within thirty (30) calendar days of receipt of the audit scores. No operational withholds will be assessed
  - DDOC may conduct a second audit of any performance measure below compliance ninety (90) calendar days after the CAP has been submitted and reviewed. If this second audit shows that the performance measure at issue is still below compliance– DDOC may assess an operational withhold of \$5,000. Provider shall develop and submit a second CAP within thirty (30) calendar days of receipt of the audit scores.
  - DDOC may conduct a third audit of any performance measure below compliance on both the initial and second audits ninety (90) calendar days after the second CAP has been submitted and reviewed. If the third audit shows that the performance measure at issue is still below compliance, DDOC may assess an operational withhold of \$7500. Provider shall develop and submit a third and final CAP within thirty (30) calendar days of receipt of the audit scores.
  - DDOC may conduct further audits of any performance measure below compliance on the initial, second and third audits no less than thirty (30) calendar days after the final CAP has been submitted and reviewed. If these further audits show that the performance measure at issue is still below compliance, DDOC may assess an operational withhold of \$10,000. At any time during the audit process, if the overall score of a performance measure comes into compliance, no further operational withholds will be assessed for that measure.
  
- c. Incentives for Compliance.
  - For each quarterly audit, if Provider achieves a compliance score of 80% or higher in Year One or a compliance score of 85% in subsequent years as described in herein, then DDOC agrees to remit Provider’s monthly payment under this Agreement within 15 days rather than 30 days as set forth in Section 2.5 of the Agreement for the three months following the successful

audit compliance.

- In addition, after the completion of Year One, if Provider's audit scores for two consecutive quarters are 90% or higher, then DDOC will waive any operational withholds set forth in Section 27.1, if audit scores for one of the four quarterly audits are in the 80-84% range.

**25.2. Staffing Withholds.**

Staffing withholds may be imposed for statewide and facility positions left vacant for greater than sixty (60) calendar days or for more than eighty-five (85) calendar days in a consecutive three month period. Vacant is defined as a position that is not otherwise covered by temporary agency or locums personnel or existing supervisory personnel.

To temporarily fill a Vacant position, it must be filled by a person who is equally or more qualified in the same field. That person shall not be cross-covering another position to the point that their contribution in both positions adds up to more than 1FTE. In positions requiring licensure, the replacement candidate's license must be of an equal or higher level and must fall under an equal or higher hourly rate. The amounts for staffing withholds will be calculated based on Provider's average statewide salary for the affected position(s) at time of vacancy.

Provider shall provide DDOC, documents defined in § 18 of Appendix 1, with benefits included, as the basis for calculating staff withholds.

*[Balance of page is intentionally left blank]*

**APPENDIX 2 - STAFFING MATRIX**

<b>Staffing Matrix</b>										
<b>Consolidated</b>										
<b>Position</b>	<b>Mon</b>	<b>Tues</b>	<b>Weds</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>*TBS</b>	<b>Weekly Hour (s)</b>	<b>FTE (s)</b>
<b>Day Shift</b>										
Site Behavioral Health Director	40	40	40	40	40	0	0		200	5.00
Site Mental Health Clinical Supervisor	48	48	48	48	48	0	0		240	6.00
Site Substance Abuse Program Director	80	80	80	80	80	0	0		400	10.00
Site Substance Abuse Program Clinical Supervisor	96	96	96	96	96	0	0		480	12.00
Psychiatrist	28	20	20	28	20	0	0		116	2.90
Nurse Practitioner	28	26	32	34	30	26	26		202	5.05
PhD Psychologist	20	20	20	20	20	0	0		100	2.50
Psychiatric RN	8	8	8	8	8	0	0		40	1.00
MH Clinician	180	180	180	180	180	88	88		1,076	26.90
SUD Counselor	384	376	376	376	376	8	8		1,904	47.60
BH Activity Technicians	60	60	60	60	60	44	44		388	9.70
Psychiatric Technicians (PCO Observation)	96	96	96	96	96	96	96		672	16.80
Administrative Assistant	100	100	100	100	100	0	0		500	12.50
<b>Total Day Shift</b>	<b>1,168</b>	<b>1,150</b>	<b>1,156</b>	<b>1,166</b>	<b>1,154</b>	<b>262</b>	<b>262</b>	<b>0</b>	<b>6,318</b>	<b>157.95</b>
<b>Evening Shift</b>										
Nurse Practitioner	12	8	8	8	12	0	0	0	48	1.20
MH Clinician	60	60	60	60	60	48	48	0	396	9.90
SUD Counselor	76	82	84	84	84	4	4	0	418	10.45
BH Activity Technicians	20	20	20	20	20	20	20	0	140	3.50
Psychiatric Technicians (PCO Observation)	96	96	96	96	96	96	96	0	672	16.80
<b>Total Evening Shift</b>	<b>264</b>	<b>266</b>	<b>268</b>	<b>268</b>	<b>272</b>	<b>168</b>	<b>168</b>	<b>0</b>	<b>1,674</b>	<b>41.85</b>
<b>Night Shift</b>										
MH Clinician	8	8	8	8	8	8	8	0	56	1.40
Psychiatric Technicians (PCO Observation)	96	96	96	96	96	96	96	0	672	16.80

<b>Total Night Shift</b>	<b>104</b>	<b>104</b>	<b>104</b>	<b>104</b>	<b>104</b>	<b>104</b>	<b>104</b>	<b>0</b>	<b>728</b>	<b>18.20</b>
<b>Total All Shifts</b>	<b>1,536</b>	<b>1,520</b>	<b>1,528</b>	<b>1,538</b>	<b>1,530</b>	<b>534</b>	<b>534</b>	<b>0</b>	<b>8,720</b>	<b>218.00</b>
<b>Totals by Position</b>										
Site Behavioral Health Director	40	40	40	40	40	0	0	0	200	5.00
Site Mental Health Clinical Supervisor	48	48	48	48	48	0	0	0	240	6.00
Site Substance Abuse Program Director	80	80	80	80	80	0	0	0	400	10.00
Site Substance Abuse Program Clinical Supervisor	96	96	96	96	96	0	0	0	480	12.00
Psychiatrist	28	20	20	28	20	0	0	0	116	2.90
Nurse Practitioner	40	34	40	42	42	26	26	0	250	6.25
PhD Psychologist	20	20	20	20	20	0	0	0	100	2.50
Psychiatric RN	8	8	8	8	8	0	0	0	40	1.00
MH Clinician	248	248	248	248	248	144	144	0	1528	38.20
SUD Counselor	460	458	460	460	460	12	12	0	2322	58.05
BH Activity Technicians	80	80	80	80	80	64	64	0	528	13.20
Psychiatric Technicians (PCO Observation)	288	288	288	288	288	288	288	0	2016	50.40
Administrative Assistant	100	100	100	100	100	0	0	0	500	12.50
<b>Totals</b>	<b>1,536</b>	<b>1,520</b>	<b>1,528</b>	<b>1,538</b>	<b>1,530</b>	<b>534</b>	<b>534</b>	<b>0</b>	<b>8,720</b>	<b>218.00</b>

<b>Regional Office</b>										
Director of Behavioral Health	8	8	8	8	8	0	0		40	1.00
Clinical Program Director-SUD (MS/MA/LADAC)	8	8	8	8	8	0	0		40	1.00
Chief Psychologist/Statewide Sup. (PhD/PsyD)	8	8	8	8	8	0	0		40	1.00
Director of Psychiatry	0	8	8	8	8	0	0		32	0.80
HR Recruiter	8	8	8	8	8	0	0		40	1.00
Statewide BH Administrative Assistant	8	8	8	8	8	0	0		40	1.00
<b>Totals</b>	<b>1,576</b>	<b>1,568</b>	<b>1,576</b>	<b>1,586</b>	<b>1,578</b>	<b>534</b>	<b>534</b>	<b>0</b>	<b>8,952</b>	<b>223.80</b>