Office of State Procurement

State of Louisiana Division of Administration

Jeff Landry Governor



 $T_{\rm AYLOR} \; F. \; B_{\rm ARRAS} \\ \text{Commissioner of Administration}$

October 8, 2024

ADDENDUM NO. 03

Your reference is directed to Solicitation Number Doc1240325943 for the Request for Proposal (RFP) for <u>Health Services for OJJ</u>, which is scheduled to open at 10:00 A.M. CT on <u>October 22</u>, <u>2024</u>.

Proposal Opening Date Change – The Proposal Opening Date shall be changed to December 3, 2024 at 10:00 A.M. CT.

Event Section 1.1 Request for Proposal - RFP document has been replaced in its entirety. Words which are struck through are deletions. Words in <u>bold, underscored, and highlighted</u> are additions.

Event Section 2.2.1 Part 2 Technical Proposal - Subpart A document has been replaced in its entirety. Words which are struck through are deletions. Words in **bold, underscored, and highlighted** are additions.

Event Section 2.2.4 Part 2 Technical Proposal - Subpart C documents have been replaced in its entirety. Words which are struck through are deletions. Words in **bold, underscored, and highlighted** are additions.

Event Section 2.3.1 Part 3 Financial Proposal – Price Schedule document has been replaced in its entirety.

The Proposer's written inquiries received by the inquiry deadline of September 16, 2024 and the State's responses are included on pages 2 - 79.

THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED PROPOSAL.

WRITTEN INQUIRIES <u>RFP for Health Services for OJJ</u> Solicitation Number Doc1240325943

1. Question: Will the Office of Juvenile Justice (OJJ) please arrange site tours of the six secure facilities? It is difficult to submit an accurate proposal for sites that vendors have never seen. Without site tours, the incumbent vendor has a distinct and unfair advantage over other bidders.

Response: Site visits are being arranged for three facilities in the Monroe area. Please see changes in this Addendum No.03 Additionally, floor plans are attached in this document for all six locations. See Attachment A.

2. Question: Will the OJJ please offer a pre-proposal conference, either virtual or in-person?

Response: OJJ will not be offering a pre-proposal conference.

3. Question: With questions due on 9/16 and proposals due only three weeks later on 10/8, it will be vital for respondents to have answers to their submitted questions as early as possible. What is the OJJ's targeted date for posting answers to vendors' questions?

Response: As stated on page 3 of the RFP document in **RFP Overview**, "Responses to questions should be posted no later than 14 calendar days prior to proposal opening date. Dates and deadlines are subject to change. Proposers should continue checking the RFP Website for the most up-to-date information."

4. Question: Please provide a copy of the staffing plan required by the current contract.

Response: The staffing plan provided by the Current Contractor can be requested via Public Record Request by emailing <u>DOAPUBLICRECORDS@la.gov</u>.

5. Question: Please provide a copy of the current contract.

Response: See Attachment B, Contract #2000803432, of this Addendum No. 03

6. Question: What is the actual proposed start date for the contract (RFP states "September 1, 2024)?

Response: The anticipated start date for the Contract is March 1, 2025.

- 7. Question: RFP Page 21 of 81: With regard to vendor personnel in the health care unit accessing the Internet:
 - a. Do vendor staff access the Internet through (i) a State/OJJ network or (ii) the vendor's network?
 - b. Please describe how this currently happens, i.e., what type of hardware, wiring, and connectivity is in place.

c. Who (OJJ or vendor) is financially responsible for this hardware, wiring, and connectivity?

d. Who (OJJ or vendor) will be financially responsible for any necessary upgrades or expansions for this hardware, wiring, and connectivity?

Response:

a. The vendor will have access to internet utilizing the State network.

b. Ethernet and Wireless connectivity exist at the OJJ facilities. The system is a State secure system maintained by the Office of Technology Services (OTS).

c. The vendor is financially responsible for providing all of the computer hardware; the OJJ is responsible for providing the internet wiring and services to be accessed.

d. The vendor is financially responsible for all computer hardware upgrades; the OJJ is responsible for any upgrades to the internet system.

8. Question: RFP Page 21 of 81: With regard to health care staff accessing the State/OJJ network, please provide the following information.

a. Currently, are the computers used by health care staff on (a) the State/OJJ network or (b) a private network supplied by the health care vendor?

b. Will this scenario continue under the new contract?

c. Will the OJJ permit the incoming health care vendor to utilize existing network infrastructure at the facilities, e.g., wiring, switches, etc.?

d. Who is financially responsible for network upgrades, additions, or expansions necessary to support the OJJ youth health care program?

Response:

a. The computers used by the health care staff are on the State/OJJ network.

b. Yes, this scenario will continue under the new Contract.

c. Yes, the OJJ will permit the incoming health care Contractor to utilize existing network infrastructure at the facilities.

d. The vendor is financially responsible for network upgrades, additions, or expansions necessary to support the OJJ youth health care program.

9. Question: RFP Page 21 of 81: With regard to time clocks or other timekeeping devices, please provide the following information.

a. The number of timeclocks in place at each of the six secure facilities

b. Where in the buildings they are located (for example, in the lobbies, at the security sally ports, in the medical units, etc.)

c. Will the OJJ allow the incoming Contractor connect its timeclocks to the State/OJJ network?

Response:

a. The specific number of time clocks in the facilities are unknown. The number of time clocks at each of the six facilities are the responsibility of the Contractor.

b. The current Contractor keep their time clock in the infirmary department.

c. Yes, the incoming contractor can connect to the State/OJJ network.

10. Question: RFP Page 24 of 81: Does the OJJ currently utilize an electronic health record (EHR)? If "yes," please provide the following information:

a. What is the name and version of the EHR that is in place?

b. Is the existing EHR agreement/licensure/ownership in (a) the State's/OJJ's name or (b) the incumbent health care vendor's name?

c. Can the incoming vendor take over the existing EHR agreement/licensure?

d. Where and by what company/agency is the EHR currently hosted?

e. Who is financially responsible for the cost of hosting the EHR?

f. Will this arrangement continue under the new contract?

g. Does the OJJ have any concerns with the EHR being hosted in the cloud?

h. Will the OJJ allow authorized providers and other staff not located onsite at the OJJ secure facilities to have remote access to the EHR?

i. What interfaces are currently in place with the existing EHR, for example, the Offender Management System, the current pharmacy subcontractor, the current lab services contractor, etc.?

Response:

a. The name of the current EHR is Electronic Records Management Application (ERMA). The version is 6.157.2.

b. The existing EHR system is the property of the incumbent healthcare Contractor.

c. It is the responsibility of the incoming Contractor to provide the EHR system.

d. The EHR was developed and is hosted by WellPath, LLC in Nashville, TN.

e. The incoming Contractor is financially responsible for the cost of hosting the EHR.

f. No, the new Contractor must have access to an EHR that they are responsible for maintaining.

g. No, the OJJ does not have any concerns with the EHR being hosted in the cloud, as long as it is secure.

h. Only the Contractor's healthcare staff and the OJJ health team will have access to the EHR. i. The current EHR does interface with the offender management system called Juvenile Electronic Tracking System (JETS); the subcontractors are Diamond pharmacy and LabCorp. However, those subcontracts are the responsibility of the current Contractor and will remain the responsibility of the incoming Contractor.

- **11. Question:** RFP Page 29 of 81: Please provide the following data regarding the size of the youth population.
 - a. Three years' worth of facility-specific historical data
 - b. Five-year population projections

Response:

a. It's a projected average of 320 youth per year, totaling 960 for three years across all facilities.

Facility	2021 – Average	2022 – Average	2023 – Average
	population	population	population
Bridge City Center for Youth	80	80	36

Acadiana Center	72	72	72
for Youth			
Acadiana Center	24	24	24
for Youth at St.			
Martinville			
Swanson Center for	96	96	96
Youth at Monroe			
old campus			
Swanson Center for	48	48	48
Youth at Columbia			
Swanson Center for			(opened in 2024
Youth at Monroe			with 72 youth beds)
new campus			
Total Average	320	320	320

- **b.** It's projected that an average of 320 youth per year across all facilities and 1,600 youth for five years.
- **12. Question:** RFP Page 29 of 81: Which (if any) dental services are currently provided onsite? If "yes," is this done (a) with permanent State-owned dental equipment or (b) through a mobile dentistry practice (PLEASE IDENTIFY DENTAL PRACTICE)?

Response: General routine dentistry services are provided by the current Contractor, such as annual exams, x-rays; cleanings, fillings, and simple extractions. The current Contractor owns the dental equipment and dental x-ray equipment at one facility and the OJJ owns the equipment at the other facilities. The maintenance of the dental equipment at all facilities is the responsibility of the Contractor and this will remain the agreement in the new Contract.

- **13. Question:** RFP Pages 29-30 of 81: For each of the past 36 months, please provide the following mental health data.
 - a. Number of youths on suicide watch each month
 - b. Number of suicide attempts
 - c. Number of successful suicides
 - d. Number of self-injurious behavior incidents

Response:

- a. Each facility averaged about five suicide watches each month over the past 36 months.
- b. There were zero suicide attempts made at any facility over the past 36 months.
- c. There were zero successful suicides over the past 36 months.
- d. There were 185 self-injurious behavior incidents over the past 36 months.
- **14. Question:** RFP Page 30 of 81: What laboratory subcontractor does your current health care vendor use for lab services, e.g., LabCorp, Garcia, Bio-Reference, etc.?

Response: LabCorp is the laboratory subcontractor that the current health care Contractor uses for lab services.

15. Question: RFP Page 30 of 81: Are any x-ray services currently provided onsite? If "yes," is this done (a) with permanent State-owned x-ray equipment or (b) through a mobile radiology vendor (PLEASE IDENTIFY VENDOR)?

Response: Dental x-ray services are provided onsite with state-owned dental x-ray equipment, with the exception at one site where the Contractor owned dental x-ray equipment is utilized. Other x-ray services are done either off campus at the nearest Emergency Room (ER) or on-campus through a mobile radiology vendor subcontracted by the current Contractor.

Vendors vary depending on the location of the facility. The mobile x-ray company that has been utilized at Bridge City Center for Youth (BCCY), Swanson Center for Youth at Columbia (SCYC), Swanson Center for Youth at Monroe new campus (SCY M) Jackson, and Swanson Center for Youth at Monroe old campus (SCY M) Grand St facilities is X-Press Ray, Inc. Acadiana Center for Youth (ACY) and Acadiana Center for Youth at St. Martinville (ACY SM) do not have access to the utilization of a mobile x-ray company.

16. Question: RFP Pages 30-31 of 81: For each of the six secure facilities, which hospital(s) is used most frequently?

Response: Bridge City Center for Youth (BCCY) most frequently uses Children's Hospital. Acadiana Center for Youth (ACY) most frequently uses Bunkie General or Rapides General Hospital. Acadiana Center for Youth at St. Martinville (ACY- SM) most frequently uses Lafayette General Hospital. Swanson Center for Youth at Columbia (SCY C), Swanson Center for Youth at Monroe new campus (SCY Jackson), and Swanson Center for Youth at Monroe old campus (SCY Grand St) most frequently uses Ochsner Hospital in Monroe and/or Ochsner Hospital in Shreveport.

17. Question: RFP Page 31 of 81: Please identify the number, type, and timeframes of any backlogs (chronic care clinics, offsite referrals, dental encounters, etc.) that currently exist at the OJJ facilities.

Response: There are currently no backlogs for medical services at any facility.

18. Question: RFP Page 33 of 81: The RFP states, "The Contractor shall be required to pay the sum of \$200.00 per youth per trip over 30 miles on the officer's mileage log for every trip made." In the past 12 months, how many "trip(s) over 30 miles" were made?

Response: In the past 12 months, there were no trips made over 30 miles.

19. Question: RFP Pages 36-37 of 81: What pharmacy subcontractor does your current health care vendor use for pharmacy services, e.g., Diamond, Correct Rx, Boswell, etc.?

Response: Diamond is the pharmacy subcontractor that the current health care Contractor uses for pharmacy services.

- **20.** Question: RFP Pages 36-37 of 81: On average, at the six secure facilities, how many patients per month receive these types of prescription drugs?
 - a. Psychotropic medications
 - b. Hepatitis C medications
 - c. HIV/AIDS medications
 - d. Medications to treat bleeding disorders (e.g., hemophilia, Von Willebrand disease, etc.

Response:

- a. On average, about 185 patients receive psychotropic medications per month.
- b. Zero patients receive Hepatitis C medications.
- c. Zero patients receive HIV/AIDS medications.
- d. Zero patients receive medications to treat bleeding disorders.
- **21. Question:** RFP Pages 40-41 of 81: For each of the six OJJ secure facilities, please provide a listing of any current health service vacancies, by position.

Response: There are currently no contracted health provider vacancies at any of the facilities.

22. Question: RFP Pages 40-41 of 81: Please confirm that labor hours in the following categories will count toward any "hours provided" requirements of the contract.

a. Time spent by health care staff in orientation, in-service training, and continuing education classes

- b. Overtime hours
- c. Agency hours
- d. Approved paid-time-off

Response: The healthcare staff labor hours are the responsibility of the Contractor. The Contract requires the facilities to be managed by experienced and trained staff. The Contract requires the facility to be managed 365 days per year, 24 hours a day. The Contractor is responsible for making sure these requirements are met, but not at the expense of Contract.

a. The Contractor is responsible for compensating the health staff for any time spent in staff orientation, in-service training and continuing education. The Contract requires the health staff to be present treating youth for the hours contracted for in the matrix.

b. The Contract does not pay over-time hours. The Contractor is responsible for managing the contracted hours with enough staff to prevent over-time hours.

c. Agency staff is not permitted in the Contract.

d. The Contractor is responsible for compensating the health staff for approved paid-time off. The Contract requires the health staff to be present, treating youth for the hours contracted for in the matrix.

23. Question: RFP Page 42 of 81: Please provide (by year) the amounts of any staffing paybacks/credits the OJJ has assessed against the incumbent vendor over the term of the current contract.

Response: The OJJ has not received credits back or penalized the current vendor for any staffing issues. Staffing patterns must be maintained due to the operational needs of the facility. The current Contractor utilizes part-time and work as needed staff to maintain full coverage of all shifts, positions and services.

24. Question: RFP Page 42 of 81: Please provide (by year) the amounts and reasons for any nonstaffing penalties/ liquidated damages the OJJ has assessed against the incumbent vendor over the term of the current contract.

Response: There have been no non-staffing penalties or liquidated damages assessed against the current Contractor over the past 3 years.

- **25. Question:** RFP Page 42 of 81: The RFP references, "failure to attain and maintain ACA accreditation." Please confirm that all six of the secure facilities are currently accredited by the American Correctional Association (ACA) and provide the following information.
 - a. Most recent accreditation date for the facility
 - b. Copy of most recent accreditation audit report for the facility
 - c. Who is financially responsible for the cost of the accreditation fees?

Response:

a. Currently, none of the facilities are ACA accredited, but all facilities still operate by the ACA standards and PbS standards. However, if at any time the OJJ decides to become ACA accredited again, this reference would apply to the Contractor. See Changes in this Addendum No. 03

b. There are currently no accreditation audit reports for any of the six facilities.

- c. The OJJ is financially responsible for the cost of the accreditation fees, when applicable.
- **26. Question:** Price Schedule: For each of the past 36 months, please provide statistical data for each of the following categories.
 - a. Number of (offsite) inpatient hospital admissions
 - b. Number of (offsite) inpatient hospital days
 - c. Number of outpatient surgeries
 - d. Number of outpatient referrals
 - e. Number of trips to the emergency department (ED)
 - f. Number of ED referrals resulting in hospitalization
 - g. Number of ground ambulance transports
 - h. Number of air ambulance transports
 - i. Number of dialysis treatments

Response:

a. There were four offsite inpatient hospital admissions over the past 36 months.

b. There were 12 offsite inpatient hospital days over the past 36 months.

c. There were 105 outpatient surgeries for incidents such as, broken bones repairs and dental surgeries over the past 36 months.

- d. There were 368 outpatient referrals over the past 36 months.
- e. There were 600 trips to the ED over the past 36 months.

- f. There were two ED referrals that resulted in a hospitalization over the past 36 months.
- g. There were 20 ground ambulance transports over the past 36 months.
- h. There were zero air ambulance transports over the past 36 months.
- i. There were zero dialysis treatments over the past 36 months.
- **27. Question:** Price Schedule: For each of the past 3 years, please provide total spend amounts for the following categories.
 - a. Inpatient hospitalization
 - b. Other offsite services
 - c. Pharmaceutical expenditures
 - d. Laboratory services
 - e. Offsite diagnostic (x-ray) services

Response:

a. There were no spend amounts for inpatient hospitalization. Youth who are hospitalized for 24 hours or more can be covered under Medicaid for payment.

b. There were no spend amounts for offsite services. Youth who are referred off site for services that are not able to be provided under the contract are covered under the Offender Management Program managed by the Department of Corrections.

c. The Pharmacy amounts of the Contract for each year was \$259,633.00.

d. The total spend amount for Laboratory services is unknown. Laboratory services are a part of a subcontract that is managed by the current Contractor and paid for under Medical Services of the Contract.

e. The total spend amount for offsite diagnostic services is unknown. Offsite diagnostic (x-ray) services are a part on a subcontract that is managed by the current Contractor and paid for under Medical Services of the Contract.

- **28. Question:** Price Schedule: Please clearly identify which entity—the OJJ or the awarded vendor—will be financially responsible for costs in each of the following categories.
 - a. Inpatient hospitalization
 - b. Outpatient surgeries
 - c. Other outpatient referrals
 - d. ER visits
 - e. Offsite dialysis
 - f. Offsite diagnostics (lab/x-ray)
 - g. Pharmaceuticals

Response:

a. OJJ is financially responsible for the costs of inpatient hospitalization.

- b. OJJ is financially responsible for the costs of outpatient surgeries.
- c. OJJ is financially responsible for the costs of other outpatient referrals.
- d. OJJ is financially responsible for the costs of ER visits.
- e. OJJ is financially responsible for the costs of offsite dialysis.

f. OJJ is financially responsible for the costs of offsite diagnostics like x-rays if it is with an ER visit. If an ER visit is not necessary then the Contractor is financially responsible for x-rays. The Contractor is also financially responsible for offsite diagnostics like labs.

g. The Contractor is financially responsible for pharmaceutical costs.

29. Question: Price Schedule: Please confirm that the vendor will NOT be financially responsible for any of the following services under the new contract. If there is any category for which the awarded vendor WILL be financially responsible, please provide three years of cost data on the expenses incurred in that category.

a. Care for newborn babies after the actual delivery

b. Abortions that are not clinically necessary

c. Cosmetic surgery that is not clinically necessary

d. Gender reassignment (sex change) surgery and any follow-up treatment or related cosmetic procedures

e. Contraception, including vasectomy, tubal ligation, or reversal of such

f. Experimental care

g. Elective care, i.e., care which if not provided would not (in the opinion of the Medical Director) cause the patient's health to deteriorate or cause the patient definite and/or irreparable physical harm

h. Autopsies

i. Organ, tissue, or other transplant surgery and related costs, including, but not limited to labs, testing, pharmaceuticals, pre- or post-op follow-up care, or ongoing care relating to the transplant

j. Factor and other medications for the treatment of bleeding disorders

Response:

a. The Contractor will not be financially responsible for care of newborn babies after the actual delivery. Medicaid will be financially responsible for the medical care of the child delivered by the youth during incarceration. Newborns are not allowed to stay with mothers in the facilities, while incarcerated.

b. The Contractor will not be financially responsible for abortions that are not clinically necessary.

c. The Contractor will not be financially responsible for cosmetic surgery that is not clinically necessary.

d. The Contractor will not be financially responsible for gender reassignment (sex change) surgery and any follow up treatment or related cosmetic procedures.

e. The Contractor is financially responsible for oral contraception. The OJJ does not have financial data on the cost of oral contraceptives because the OJJ has not historically provided care for juvenile females. Females became a part of the OJJ population in September of 2024. Juveniles are not permitted to have a vasectomy, tubal ligation, or reversal of such.

f. Experimental care is not permitted in juvenile facilities.

g. The Contractor will not be financially responsible for Elective care.

h. The Contractor will not be financially responsible for autopsies.

i. The Contractor will be financially responsible for all labs, pharmaceutical, testing and pre/post op care. The OJJ does not have financial data for transplant care related services because OJJ have not had a youth with this type of medical needs in the past three years.

j. The Contractor will be financially responsible for Factor and other medications for the treatment of bleeding disorders. The OJJ does not have financial data for this medication

treatment because OJJ have not had youth with this type of medical need in the past three years.

30. Question: Price Schedule: In many states, health care for detained/incarcerated youths is covered by the state's Medicaid program. Is this true for youths housed at the six OJJ secure facilities? If "yes," please provide the following information on this topic.

a. Please list the categories of care (e.g., inpatient, outpatient, medications, etc.) that are covered by Medicaid

b. Who is responsible for enrolling detained/incarcerated youths into Medicaid?

c. Please provide the current processes and timeframes for (a) enrollment in the program and (b) payment at the program's discounted rates.

Response:

a. Medicaid is suspended when a juvenile becomes incarcerated in the OJJ facilities. However, if the juvenile is hospitalized for greater than 24 hours, Medicaid can be reactivated for the hospital stay only.

b. Prior to release from custody, the OJJ Social Service Staff is responsible for enrolling previously detained/incarcerated youths into Medicaid.

c. Thirty days prior to the release, youth are enrolled in to the Medicaid program. The payment process for Medicaid rates are as follows: the bill is sent to the Third Party Payor, who then reprices the bill based on the Medicaid rate.

31. Question: Price Schedule: On Sheet 3, Comprehensive Breakdown, the columns are totaled in two places: Row 19 is the grand total of the rows above it; and then Row 20 sums ALL of the rows in the table including Row 19, thereby effectively doubling the price presented by vendors. Will the OJJ please correct this and issue a new Pricing Form?

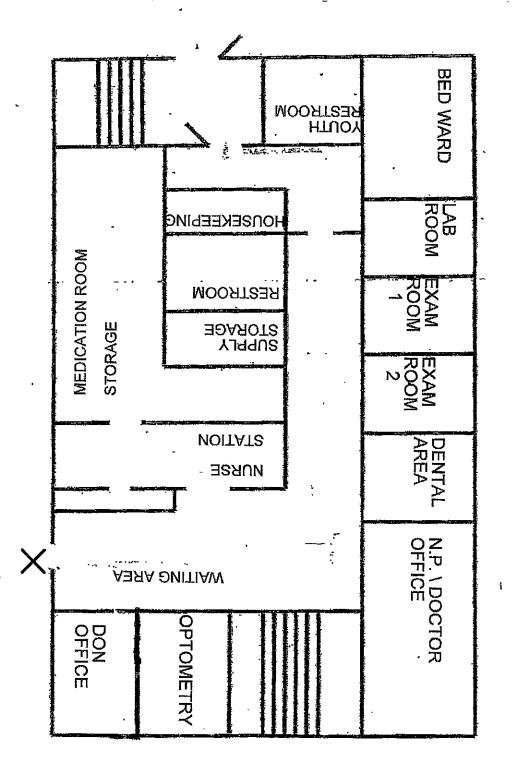
Response: Yes. Please see changes in this Addendum No. 03

32. Question: General: Will the OJJ please consider a four- to six-week extension of the solicitation's due date, in order to give non-incumbent vendors time to analyze and incorporate the responses to questions?

Response: The due date is being extended. Please see changes in this Addendum No. 03.

BRIDGE

Attachment A

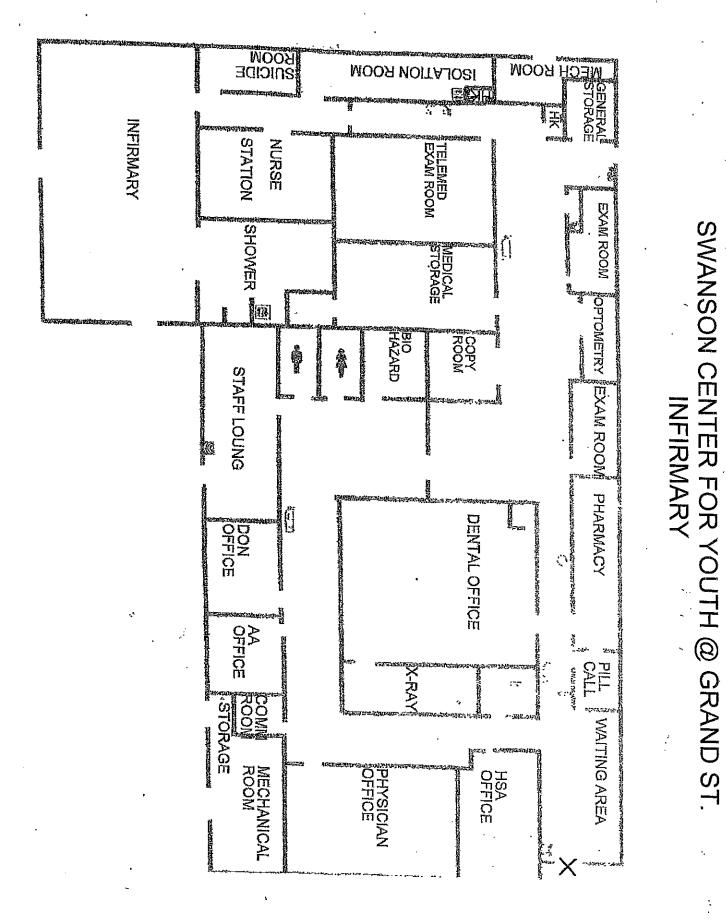


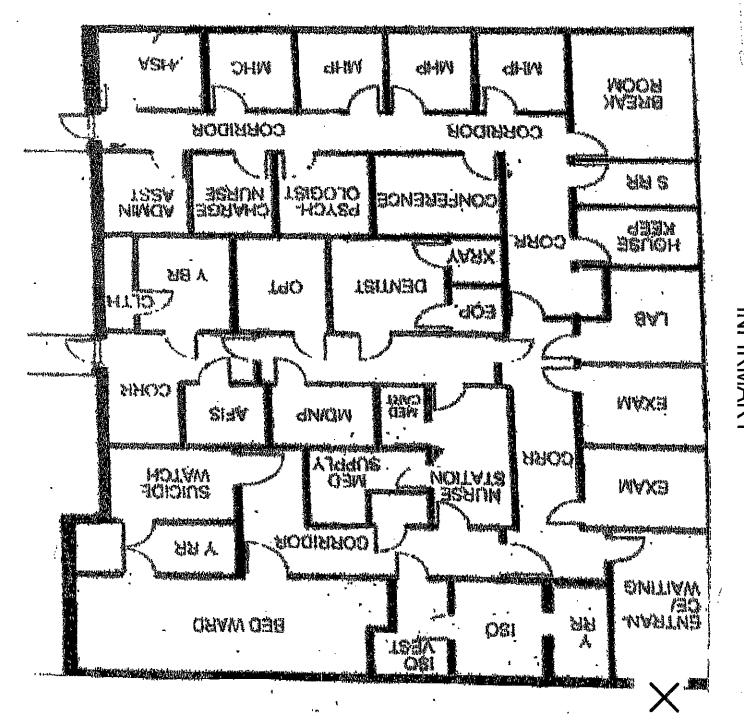
2 ITY CENTER FOR YOUTH



Page 12 of 79

Attachment A

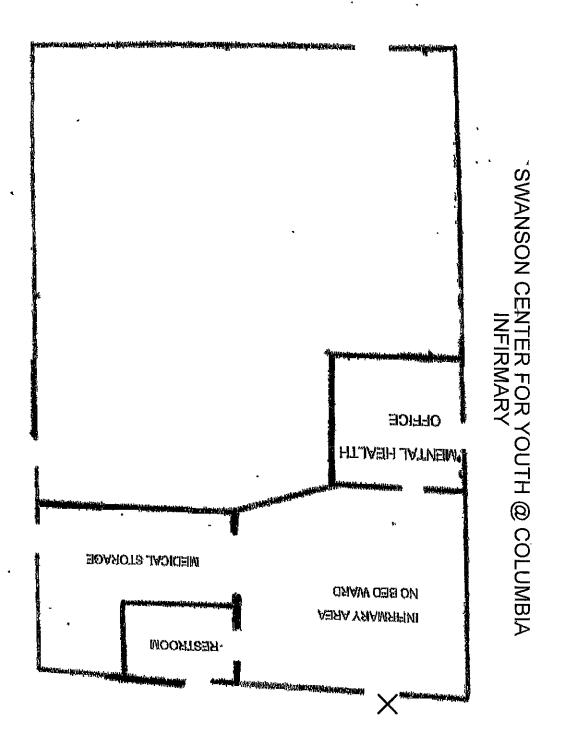


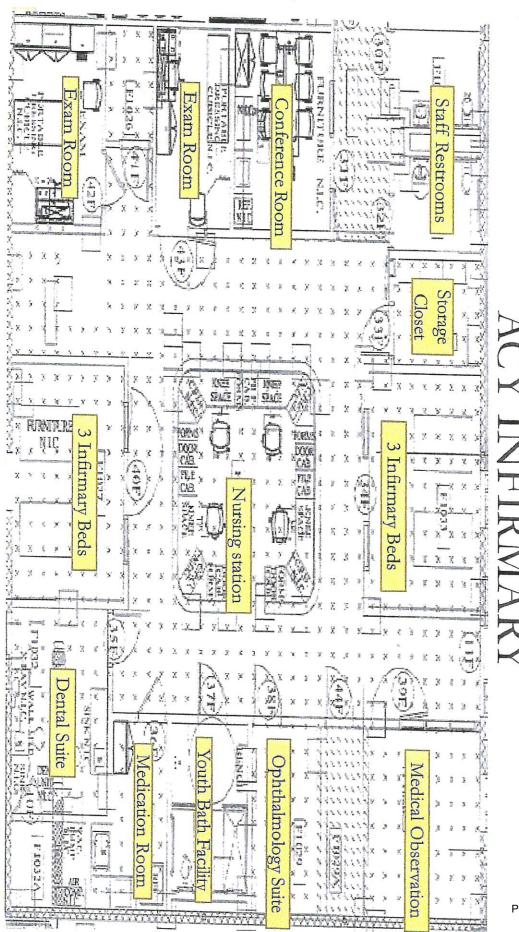


└ Attachment A

SWANSON CENTER FOR YOUTH @ JACKSON ST

Attachment A





Page 16 of 79



		Medical Observation Room	
			Exam
Medication Storage	Nursing station & Mental Health Workstation	Biohazard Room	Exam Room

Attachment A

HEALTH SERVICES CONSULTING CONTRACT

CONTRACT BETWEEN LOUISIANA DPS&C/YOUTH SERVICES (YS)

Contractor Address: 3340 Perimeter Hill Dr. Nashville, TN 37211	Federal Tax ID Number: 32-0092573
Ending Date: August 31, 2024	Maximum Contract Amount: \$12,350,943.00
	3340 Perimeter Hill Dr. Nashville, TN 37211 Ending Date:

Contract #: 2000803432

THIS CONTRACT is made and entered into by and between the State of Louisiana, Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (hereinafter referred to as YS or the State) and Wellpath LLC., hereinafter referred to as "Contractor".

This contract contains or has attached hereto all the terms and conditions agreed upon by the contracting parties. In consideration of the mutual promises contained herein, the parties hereto agree and bind themselves and their successors as follows:

SECTION I. SCOPE OF SERVICES:

To provide comprehensive quality health care services to male youth in the custody of Youth Services, Office of Juvenile Justice and housed at Bridge City Center for Youth, Acadiana Center for Youth, Swanson Center for Youth, Columbia Center for Youth, Acadiana Center for Youth-St. Martinville, and Bridge City Center for Youth-West Feliciana (individually, a "Facility", collectively, the "Facilities"). Health services will be delivered in a compassionate, humane manner with respect to the youth's right to basic healthcare services.

GOALS AND OBJECTIVES

The goal of this contract is to ensure the delivery of cost-effective, evidence-based health care services, which youths at contracted facilities can access at any time. The Contractor will support other on-site youth services and programs, and develop appropriate health services related to discharge planning upon release.

The contractor will be able to meet the above goals by:

- 1) Providing all of the following aspects of health care:
 - On-site primary and preventive health services
 - dental services
 - optometry services
 - 24/7 nursing staff
 - Medication administration or pill call
 - Health/sick call
 - Off-site specialty care as requested by primary care physicians or dentist;
 - Emergency medical care as requested by health care staff;
 - Pharmaceutical drug services
- 2) Providing on-site mental/behavioral health services, to include:

1

- All psychiatric assessments
- All mental health counseling and treatment
- All mental health emergency room, outpatient, and inpatient hospital care.
- All mental health on or off-site specialty referrals.
- Therapeutic and diagnostic ancillary services as listed under "medical services" when these are ordered as a part of the mental health delivery process.
- Substance treatment services.
- 3) Providing the following administrative functions:
 - Attendance at monthly contract overview meetings;
 - Attendance at relevant institution weekly director's meetings;
 - Attendance at relevant statewide meetings;
 - Incident reporting in compliance with policies and procedures set forth by YS;
 - Monthly staffing reports including hours worked by staff by position, staff vacancies, and recruitment efforts;
 - Designated Health Services Administrator for each facility;
 - Reports generated from quality assurance meetings;
 - Monthly health care services report; and
 - Monthly pharmaceutical and therapeutic meetings.
 - a. Maintaining an open, collaborative relationship with YS Central Office administration, YS Health Services Director, correctional facility director, and staff.
 - b. Operating the health services program in a humane manner with respect to youths' right to appropriate health care services.
 - c. Providing unimpeded access to care that meets the medical, dental, vision, and mental health needs of the youth.
 - d. Utilizing the YS policies and procedures in dealing with youth grievances and/or complaints regarding any aspects of the health care delivery system.
 - e. Maintaining all nonproprietary records pertaining to the contract or to services provided under the contract, including but not limited to those records specifically mentioned in the contract, shall be made available to YS for lawsuits, monitoring or evaluation of the contract, and other statutory responsibilities of YS and/or other State agencies, and shall be provided at the cost of the Contractor when requested by YS during the term of the contract or after termination of the contract for the period specified.
 - f. Complying with the Prison Rape Elimination Act of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.}, and with all applicable PREA Standards, YS Policies related to PREA and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within YS Facilities/Programs /Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" YS will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and YS Policies may result in termination of the contract.

1.1. STATEMENT OF WORK

All medical, mental health, dental and vision services shall be provided in accordance with American Correctional Association (ACA)'s Juvenile Facility Performance Based Standards, Performance-based Standards (PbS), the LA YS Policies and Procedures, and all federal, state, and local laws.

The following listing within the categories of On-Site Services, including Pharmacy, shall not be deemed to be exclusive, but shall be no greater than those set forth in the contract.

On-Site Medical Services

Medical Care Services

Medical Intake Screening and Assessment Practitioner Clinics

- Primary Care
 Chronic Illness C
- Chronic Illness Clinics
- Specialty Clinics
- Sick Call, Accidents and Injuries
- Optometry Services

Infirmary Wards Specialty Referral Emergency Care Disaster Plan Telemedicine

Nursing Services

Nursing Care including outpatient and infirmary nursing assessments Pill Call in dormitories and dining hall Health /Sick Calls Medication administration reporting and review Patient education Staff training and in-servicing

On-Site Mental/Behavioral Health Services

Mental Health Intake Screening and Assessment Mental Health Treatment of Seriously Mentally III (SMI) Youth Substance Abuse Assessment and Treatment Sexual Offender Assessment Services Group and Individual Counseling Consultation Services Telemedicine Suicide Precautions

Supportive, Clinical and Therapeutic Services for Mental Health Unit Clinical Recommendations for Transfer of SMI Youth Off-site Mental Health Bed Swanson Center for Youth Specialty Units

On-Site Dental Services (for each Facility)

Screening and Assessment Annual Examinations Acute Care Services Specialty Referral Services

Pharmacy Services

Prescription and non-prescription pharmaceuticals

- Maintain Age-Appropriate Medication Formulary
- Maintain Inventory and Recordkeeping
- Maintain Safe storage
- Oversight by Licensed Personnel

Maintain backup pharmacy plan for acquiring medication 24/7 including weekends

Other Services

- Contractor will be responsible for arranging and scheduling of youth off-site specialty services, and inpatient hospitalizations as clinically appropriate, but will not responsible for any costs related to such services, unless the contractor does not follow the state's prison health care model for coordinating off-site services.
- Contractor will provide X-ray and other diagnostic services to include: point of care testing, CLIA waived testing, laboratory blood draws and EKGs on-site at the Facilities.
- Contractor will be responsible for janitorial services for the infirmary and for health services team office space at the Facilities.
- Contractor will be responsible for arranging and scheduling of youth emergency transportation and will be responsible for any cost related to the service.
- Contractor will provide employee health services to direct care staff at each facility to include: pre-employment physicals and health screenings, urine drug screens, TB skin tests, immediate post exposure reviews and referral for care.

Training

- YS requires a uniform and consistent training program for staff throughout its secure juvenile system. Contractor and YS shall jointly develop, revise and adopt uniform training programs, manuals and other materials for the use within all YS secure Facilities, as needed. These training programs, including manuals and related materials, are referred to hereafter as the "Youth Services Training Program". The intellectual property rights of each party shall be appropriately referenced on all such training materials.
- The Youth Services Training Program shall provide ongoing education, instruction and skills enhancement on topics related to working within Secure Facilities and in the areas of knowledge necessary to care for this specific population of youth involved with the juvenile justice system.
- Contractor will assign staff to provide YS staff with pre-service, in-service, specialty training on healthcare and mental health related topics and associated field observation/training (aka: TIP/Training in Place).
- Contractor shall make available continuing professional education and other programming to clinical staff to assist with the maintenance of licensure requirements.

Contractor Responsibilities:

- Provide qualified healthcare professionals to provide all of the services necessary to serve the four secure care Facilities.
 - Contract administration and monitoring shall be in accordance with the American Correctional Association (ACA), Performance-based Standards (PbS) and consistent with community standards of care. When correctional or community standards are unclear, the Contractor and the YS Health Authority shall adopt mutually agreed upon standards, treatment guidelines, and protocols.
 - Contractor will train its staff regarding, and ensure compliance with, the requirements of the Prison Rape Elimination Act ("PREA") and said staff will be required to comply with the OJJ PREA training requirements as well.
 - Work within the Louisiana Prison Healthcare Network (LPHN) of regional tertiary care settings for in-patient services that are practical, within the shortest travel distance from the Facilities and guarantees access to care is provided in accordance with the healthcare services directives according to ACA standards. If services are required for which there is not a provider within the LPHN, the Contractor will use its best efforts to locate an appropriate provider based on reasonable, practicality, proximity, and access to care. Contractor will coordinate with the LPHN's third party administrator and the YS Health Authority to continually evaluate cost-effectiveness

and efficiency of local off-site providers available for referrals. The costs for off-site services shall be borne by LPHN. The parties acknowledge and agree that Contractor will not be deemed to be an insurance company or any other federally defined "payer" notwithstanding any provision set forth herein.

- Notify emergency services and arrange for youth to be transported to the nearest available emergency room in the event of a life threatening injury or illness.
- Participate and cooperate to ensure appropriate care and efficiencies in the LPHN program for utilization management services.
- Immediately notify the YS/Health Authority/ Director of Health Services of any disciplinary action instituted or pending against the license of any practitioner/staff employed by the Contractor.
- Ensure that staff works within their respective scope of practice and that any Licensed Practical Nurses (LPN) function under the direction of a Registered Nurse (RN), Nurse Practitioner (NP), Physician Assistant (PA) or Medical Doctor (MD) in accordance with the various licensing boards.
- Submit to the YS/Health Authority staffing levels commencing with the Contract start date, and monthly thereafter. Any deviations from the established staffing plans must be communicated in writing to the YS Health Authority including the reasons for the staffing shortage and the steps taken to alleviate the shortage. All staffing modifications or changes to the agreed upon staffing matrix must be submitted in writing and approved by the YS/Health Authority.
- Contractor's regional staff will provide clinical and administrative supervision through quarterly on site visits to each facility. Any negative findings resulting from the regional staffs' visit shall be reported to the YS Health Authority.
- Have an RN available on scheduled shifts and an on-call mid-level provider or physician for coverage twenty-four hours a day, seven days a week (24/7) at the Facilities, as provided in the agreed-upon staffing plans attached hereto and made a part hereof as Attachment I. Notify the Facility director or designee, and the YS/Health Authority when key health services personnel, such as the Health Services Administrator and/or the Medical Director, will be off the grounds of the Facility for any leave of absence exceeding 24 hours. A written notification must include the name, title, and immediate contact information of the person providing coverage.
- Ensure full-time administrative staff, mental health professionals, and psychologists are in attendance during regular business hours Monday through Friday.
- Provide emergency treatment in the Facility to visitors, staff, employees, or subcontractors of Louisiana OJJ who become ill or who are injured while on the premises. Treatment will consist of on-site stabilization and, if appropriate, referral to a personal physician or local hospital. Contractor will not be responsible for off-site or follow-up services.
- If Contractor's staff lacks sufficient clinical skills, fails to adhere to the Facilities' security procedures, or cannot abide by the YS Code of Conduct for the agency, such staff will not be permitted to work at any of the Facilities.
- Contractor will maintain telemedicine services at each facility as appropriate.
- Ensure Contractor's staff has the necessary office equipment, including: computers, conference equipment, telephones and fax/copy machines, necessary to maintain efficient operations.
- Provide dietary consultation or dietician services when such services are clinically indicated or needed as a part of a therapeuticc regimen or treatment plan.
- Contractor will utilize a local retail pharmacy when necessary prescriptions cannot be readily obtained from other sources. Should manufacturer problems or national

shortages preclude the continuation of necessary medications, therapeutic substitutions will be made so that treatment in not interrupted. In the event of a national shortage of vaccines, Contractor will provide prophylactic medications to high-risk youth when clinically indicated, and will track youth who require vaccination and ensure its administration when supplies become available.

- Contractor is responsible for all medication costs.
- Obtain YS' prior approval of key Contractor personnel such as Health Services Administrator, Medical Director, Nurse Practitioner, Psychologist, Mental Health Supervisors and mid-level providers.
- Be prepared to assist with an ACA audits at all facilities and reaccreditation audits as such are scheduled for all sites. The Contractor should cooperate with any audit team and implement any corrective action measure requested by the audit team and/or the Facility, provided such measures do not violate or result in the waiver of any confidentiality or privilege protections provided by the laws and regulations of the State of Louisiana or federal law.
- Be prepared to assist with the data collection and reporting of Performance based Standards (PbS) elements. In addition, be prepared to make changes and improvements to operations and demonstrate accountability
- In performing the services and providing the support described in the Scope of Services, Attachment II, the Contractor shall provide, in a format agreed upon by the parties, data and written deliverable items to YS.
- Implement an electronic Medication Administration Record ("eMAR") to be fully
 operational at all Facilities by the start of this contract.
- Implement an electronic medical record system to be fully operational at all Facilities by the start of this contract.
- Establish and implement a process upon intake to inquire if youths are participants in Medicaid or other third-party health insurance payer programs; enter and maintain such information in an electronic medical record system.
- Enter all off-site care requests and referrals (ED, inpatient, specialty appointments, ancillary testing, etc.) utilizing the web-based software provided by LPHN. YS/Health Authority shall have complete access to UM data and statistical reporting.

Contractor must meet ACA standards for the following routine services. In the event ACA standards do not address any of the following routine services, Contractor shall comply with the applicable timelines set forth below:

- Youths housed in the segregated unit, observation cells for suicide watch or other health needs should be assessed daily by a RN on each shift.
- Health Care Request Forms (HCRF) shall be reviewed daily with an assessment of youths occurring within twenty-four (24) hours.
- Youths' referrals and appointments to see the medical practitioner for routine care shall be completed in one (1) working week or less.
- For review of HCRF routine dental request by dental professional one (1) working week or less. For appointments pertaining to routine dental services, the appointment shall be scheduled two (2) working weeks or less.
- For review of routine HCRF by member of the mental health staff, one (1) working week or less.

- For appointments for routine mental health services (psychiatrist, advanced practice nurse, psychologist, etc.) two (2) working weeks or less.
- For appointments for routine eye examination with optometrists within one (1) month.
- The Contractor is expected to meet these standards and to notify YS/Health Authority within one (1) business day in writing when the Contractor fails to provide the necessary services to a youth within the timeframes indicated above.
- Contractor may be required to apply additional resources to any Facility if necessary in order to reduce the waiting list to an acceptable duration as determined by the YS Health Authority.

Youth Services Responsibilities:

YS shall provide office space, space for equipment, and space to house the programs and personnel required by Contractor to perform its responsibilities as outlined in this Contract. YS shall ensure that spaces at the Facilities are properly prepared to accommodate computer and other equipment necessary to implement the programs described in this Contract. YS shall make existing telemedicine equipment, owned by YS, available to Contractor but makes no warranties that such equipment is compatible with Contractor's planned use.

In the event the telemedicine equipment provided by YS is not compatible or not in satisfactory working condition, Contractor shall provide its own telemedicine equipment to accomplish the requirement under this Contract.

YS shall pay for electricity, water and gas for those buildings at the Facilities occupied by medical/mental health staff and related to the performance of Contractor's obligations herein. YS shall also supply all IT cable and access to Internet connections necessary to operate Contractor's electronic medical records and UR services and anticipated telemedicine services.

YS shall provide adequate security staffing at the Facilities to allow Contractor and its employees to effectively perform their duties in a safe work environment. In the event that an unsafe work environment develops, YS agrees to consult with Contractor's Administrator to determine an accurate and reasonable resolution of the situation.YS shall bear the responsibility of any costs involved with the third-party administration and utilization management (UM) of off-site services, with the exception of Wellpath staff entering off-site referrals into the web-based software provided by the LPHN and participating and cooperating with LPHN to ensure appropriate care and efficiencies.

1.1.1. PERFORMANCE MEASURES

The contractor will be required to collect performance data on a monthly and yearly basis. The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work.

NON PERFORMANCE:

YS shall provide immediate written notification to the contracted healthcare provider for non-- performance issues relating to the failure to access timely alternative sources of healthcare (off-site specialty clinics, hospitalizations, etc.). The contracted healthcare provider will have 14 days from the date of notice in which to cure non-performance. In the event YS has to pay for alternative sources of healthcare due to non-performance by the contracted healthcare provider, a deduction shall be taken from the monthly invoice submitted during the month of non-performance occurrence. The deducted amount will be limited to the amount that YS paid for services.

LIQUIDATED DAMAGES

The monetary penalties for non-performance of Contract Performance Indicators are set forth below.

ACA Accreditation:

The Contractor will incur liquidated damages of \$25,000, per Facility per episode, if it is determined by YS that the Contractor(s) was responsible for the failure to receive accreditation.YS anticipates that all Facilities will attain and maintain ACA accreditation throughout the duration of the Contract. The LA OJJ encourages use of mock assessments or partial mock assessments prior to on-site ACA accreditation assessments being conducted.

If the failure of the Facility to receive accreditation is equally due to the acts or omissions of both YS and Contractor, then the Contractor will be assessed liquidated damages in the amount of 50% of the re-audit and reaccreditation costs; otherwise the cost will be assessed at a pro rata share based on the percentage of the fault of the parties.

If Contractor becomes aware of actions or omissions by YS or a third party that interferes with Contractor meeting or maintaining ACA medical standards. Contractor must immediately notify YS and the third party in writing, as appropriate.

If Contractor can show that the failure of the facility to receive accreditation or reaccreditation for medical program deficiencies or the failure to meet performance standards outlined herein was directly and completely attributable to actions or omissions of YS or a third party liquidated damages will not be assessed.

Health Screenings

It is expected that all receiving and transfer health and mental health screenings of youth shall be completed within four (4) hours upon arrival to the initial or transfer facility. If performance fails below ninety-percent (90%) of all medical records audited quarterly, the Contractor shall pay fixed agreed liquidated damages, one hundred and fifty dollars and no cents (\$150.00) multiplied by the number of youth for whom screenings were not completed within the time frame specified for the period being reviewed.

Any subsequent review resulting in performance falling below ninety percent (90%) of this standard within three months of latest review requiring liquidated damages as described in this section, shall result in liquidated damages of two hundred dollars and no cents (\$200.00) multiplied by the number of youth for whom screenings were not completed in the current review period.

A third standard of performance lower than ninety percent (90%) within six (6) months of the latest review requiring liquidated damages as described in this section shall be taken at two hundred and fifty dollars and no cents (\$250.00) per youth/detainee. Any continued substandard findings lower than ninety percent (90%) within six (6) months from the latest review period shall result in damages of three hundred dollars and no cents (\$300.00) per youth.

Health Appraisals

It is expected that all initial appraisals shall be completed within seventy-two (72) hours of the youth arrival to the facility. If quarterly performance falls below ninety percent (90%) of this standard, the Contractor shall pay to YS liquidated damages in the amount of \$1,000. A review of the initial health appraisal process shall be required each quarter from the facilities through one or more of the following processes: Contractor's reports

to YS, YS Contract Monitoring verifiable staff review, and/or electronic medical record data collection. YS shall have final authority over quarterly calculation methods and determination of the number of non-compliant receiving and transfer screenings.

Health Calls

Health calls shall be completed within twenty-four (24) hours of the youth's request. If quarterly performance falls below ninety percent (90%) of this standard, the Contractor shall pay to YS liquidated damages in the amount of \$1,000. A review of the health calls performed shall be required each quarter from the facilities through one or more of the following processes: Contractor's reports to YS, YS Contract Monitoring verifiable staff review, and/or electronic medical record data collection. YS shall have final authority over quarterly calculation methods and determination of the number of non-compliant health calls.

The parties agree that YS' auditing of performance criteria that results in liquidated damages (health screens, health appraisals and health calls) will begin upon commencement of the services under this contract.

1.1.2. MONITORING PLAN

The YS Director of Health Services *or Designee shall* monitor the services provided by the contractor and the expenditure of funds under this contract. The YS Director of Health Services will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance.

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in the contract and all other applicable standards in accordance with YS Policies. YS will monitor reports and other indicia of performance against the specific goals and objectives with a benchmark of deliverables as stated in the Contract.

<u>REPORTING</u>

The Program's performance and outcome measures shall be reported to the YS Health Service Director by the 10th of each month following the date of service in a format provided by YS. Additionally, the contractor shall submit a written annual report that reflects the overall performance and outcome measures identified above.

1.1.3. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

1.1.4. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

1.1.5. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an

equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed.

Positions Not Staffed per Contract

In the event that, on any day or shift, one or more positions are not staffed as agreed upon in the contract by a person or persons possessing qualifications at least as high as those required by that position(s), a deduction(s) shall be made from the monthly contractual payment to the Contractor, as determined by YS. Cross-coverage (one individual assigned to two positions simultaneously) will not be considered coverage under the contract. In addition to the above base rate adjustment, unfilled staff positions shall be subject to an additional fringe benefit reduction, provided Contractor does incur such fringe benefit costs. Both the base rate adjustment and fringe benefit reduction shall be based upon the staffing cost data furnished by the Contractor.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

The terms of this contract is <u>September 1, 2023</u> and continue through <u>August 31, 2024</u> unless otherwise terminated in accordance with the termination clauses included in this Contract.

This contract is not effective until approved by the Director of the Office of State Procurement in accordance with La. R.S. 39:1595.1, if applicable.

It is the responsibility of the Contractor to advise YS in advance if contract funds or contract terms may be insufficient to complete contract objectives.

Contractor agrees to abide by all relevant and applicable laws and YS policies (as they now exist or as they may be amended). If Contractor provides sufficient justification that an amended YS policy substantially changes the contract, substantially increases the workload, or significantly impacts contractual monetary provisions, Contractor shall have an opportunity to appeal those YS policy changes as provided in Section I (5). Copies of all applicable YS policies will be made available to the Contractor.

2.2 STATE FURNISHED RESOURCES

State shall appoint *a* Project Coordinator for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contractor's performance under this Contract.

2.3 TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number.

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit or ten-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

For the services rendered pursuant to Section I, Contractor shall be paid as follows:

Contractor shall submit monthly invoices to YS by the 10th of each month for actual units provided during the preceding calendar month. All invoices must be submitted on YS format and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit an invoice within thirty (30) calendar days following the end of each month, YS may not be responsible for payment thereof under this contract or in quantum merit.

Fee Schedule

As more fully described in Contractor's Per Capita Schedule, for the services rendered pursuant to Section 1.1 set forth above, Contractor shall be paid only for the services rendered and according to the following fee schedule:

A. Base Compensation

The Base Compensation paid by YS to Contractor under this Agreement is set forth below:

Period Covered	Annual Base Amount	Monthly Base Amount
09/01/2023-8/31/2024	\$12,350,943	\$1,029,245.25

In the event this Contract should commence or terminate on a date other than the first day or last day of any calendar month, compensation to Contractor will be prorated accordingly for the shortened month.

B. Population Fluctuation.

The monthly payments set forth above, anticipate an average daily youth population (the "ADP") of each Facility as follows:

Bridge City Center for Youth:	84 ADP
Swanson Centerfor Youth:	90 ADP
Columbia Center for Youth:	48 ADP
Acadiana Center for Youth:	72 ADP
Acadiana Center for Youth-St. Martinville:	36 ADP
Bridge City Center for Youth-West Feliciana:	41 ADP

In the event the ADP fluctuates higher or lower than anticipated above by ten percent (10%), the Monthly Base Amount set forth above shall be adjusted on a per capita basis in accordance with Contractor's Per Capita Schedule. For example:

(1) With respect to all facilities, If the ADP for any given month during the year (09/01/2023-08/31/2024) of the term of is less than the Base ADP,

then Contractor's monthly invoice shall include a calculation for the decrease as follows: (Facility Base ADP — Facility Actual ADP) x per capita rate) x (number of days in the month) and subtracted from Contractor's base monthly payment. Following a monthly reconciliation related to per capita adjustments specifically setting forth the calculation resulting in the payment deduction, the deduction amount shall be subtracted from Contractor's base monthly payment and Contractor shall invoice YS based upon such reduced amount;

Or

(2) With respect to all facilities, if the ADP for any given month during the year (09/01/2023 -08/31/2024) of the term of this Contract is greater than the Facility Base ADP, then Contractor's monthly invoice shall include a calculation for the increase as follows: (Facility Actual ADP – Facility Base ADP) x (per capita rate) x (number of days in the month) and added to Contractor's base monthly payment and YS invoiced for that amount. YS shall issue payment to Contractor for such increase following a reconciliation related to per capita adjustments, and such payment shall specifically set forth the calculation resulting in the payment increase, and Contractor shall invoice YS for such adjusted amount.

YS will furnish the Contractor, each Facilities' monthly ADP for the previous month within the first five days of the following month, which will show the daily population for that month. The ADP shall be determined from YS's records and shall be calculated by adding, for any given month, the daily youth population shown on the monthly report and also contained in the YS daily status reports and dividing such sum by the number of days in that month.

Population adjustments are intended to cover changes in costs in those instances where minor, short-term (90 days or less) increases/decreases in the adjudicated population at a Facility result in the higher/lower utilization of routine supplies and services. However, the population adjustment is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the youth population increases or decreases at a Facility by more than twenty-five (25%) and if such population increase or decrease is sustained (greater than 90 days). In such event, the parties will negotiate to amend the Contract to reflect mutually agreeable changes to relevant costs.

All invoices must be submitted on YS format and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit invoices within thirty (30) days following the end of each month, YS may not be responsible for payment thereof under this Contract or in quantum merit

If there are no discrepancies, YS will make every reasonable effort to issue payment for services provided within fifteen (15) calendar days after approval of the invoice by the YS Undersecretary or his/her designee.

Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) working days beyond the last payable day of the month in which the alleged billing discrepancy occurred or ten (10) days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under this contract or previous contracts from amounts due to the Contractor. YS reserves the right to reduce the contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will be held until satisfactory resolution has been made.

4 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: 1) Authorized User's unauthorized modification or alteration of a Product, Material or Service; 2) Authorized User's use of the Product in combination with other products not furnished by Contractor; 3) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be

necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

5 CONTRACT CONTROVERSIES

Any dispute that is not resolved by agreement between the Contractor and the Contract Performance Coordinator shall be decided by the Deputy Undersecretary or his/her designee through informal dispute resolution. The Contractor shall be furnished a copy of the final decision of the Deputy Undersecretary or his/her designee. Within thirty (30) days from the date of mailing of the decision, the Contractor may submit a written Request for Review to the Deputy Secretary. The Contractor shall be afforded the opportunity to be heard and present evidence in support of his Request for Review. The final decision of the Deputy Secretary or his designee concludes YS' review of the dispute.

The Contractor may then pursue resolution of any claim or controversy arising out of the contract according to the provisions of Louisiana Revised Statutes 39: -1672.2-1672.4

6 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

7 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by YS and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to YS. The identification of all such confidential data and information as well as YS 's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by YS in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of YS 's confidential information, such methods and procedures may be used, with the written consent of YS, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 and Fair Housing Act of 1968, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

9 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by the broker or agent of the Insurance Company shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. Said policies shall not hereafter be canceled without thirty (30) calendar days' notice in advance by the Contractor, to the State of Louisiana.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor

shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from the Contractor's negligent operations under the contract. Such insurance shall name the State as additional insured for claims arising from or as the result of the negligent operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury and property damage, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor

10 INDEPENDENT ASSURANCES

YS will also require the Contractor and /or subcontractors to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations

for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply YS with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor shall implement recommendations as suggested by the audits within three months of report issuance at no cost to the YS. The cost of the SSAE 16 audit is to be borne by the Contractor.

PROHIBITION OF DISCRIMINATORY BOYCOTTS TO ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

11 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

SECTION IL SPECIAL PROVISIONS

A. Secure Facilities

When the Contractor is required to enter the grounds of a YS secure Facility, the Contractor understands and agrees that the following special conditions of the Contract exist for the benefit of the institution, the employees and the youth residents and agrees to abide by said special conditions contained herein and in the *Youth Services Employee Manual*, Employee Rules of Conduct, Part I. A copy of this document may be requested from your Contract Performance Coordinator. Should the manual be modified or amended, Contractor will be notified and shall comply with the rules as modified or amended.

Contractor understands and agrees that violation of any of the following special conditions shall be cause for immediate cancellation of this Contract in accordance to the provisions of this Contract.

Director's Policy

- 1. While on the institutional grounds, Contractor's employee shall strictly adhere to all federal, state and local laws and institutional directives.
- 2. Any person may be barred from the institution or removed from the institution if it is in hebest interest of YS.
- 3. If requested by the Director, the Contractor's employee must leave the institution grounds immediately. YS will verbally apprise Contractor of the situation as soon as possible. Within five business days of the incident, YS will submit to Contractor a written explanation for the removal of the employee's facility security clearance.

B. Confidentiality/Records

Contractor agrees to adhere to confidentiality requirements as provided in La. Ch. C. Art. 412 and LSA-R.S. 15:574.12 to prevent the unauthorized use or disclosure of any information obtained as a result of work pursuant to this contract. Such confidentiality protections apply regardless of the form in which the information exists.

Contractor further acknowledges that such confidential information is the property of YS and Contractor shall, upon demand by YS, turn over any and all files and information pertaining to youth served in this program.

In carrying out Contractor's responsibilities (including their respective officers, directors, employees, independent contractors, attorneys and other advisors) as defined in this Contract, the actions, conversations and information exchanged, provided or available to Contractor, including medical records related in any way to youth served at these Facilities as well as Youth Services employee matters shall remain confidential and Contractor shall not disclose or in any way transfer the same to any non-party, or disclose, transfer or offer same in any litigation, arbitration, or court proceeding, except when made for the purposes of either party enforcing this Contract, or except as required by any applicable law, regulation, or order of a court.

The timing and content of any announcements, press releases, or other public statements concerning the matters set forth herein will only occur upon, and be determined in advance only by, mutual agreement and consent of the parties.

The parties agree that Contractor is a "Covered Entity" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations (45 CFR Parts 160 and 64) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The parties agree to comply with the aforementioned laws and regulations.

C. American Correctional Association (ACA)

If American Correctional Association (ACA) accreditation for Youth Community Residential Facilities has not already been obtained prior to the signing of the contract, the contractor agrees to enter into candidate status and earn such accreditation within twelve (12) months after signing of the contract. Failure to achieve accreditation may result in the cancellation of the contract. Upon achieving ACA accreditation, the contractor must continue to conform to the ACA Standards for the term of the contract. The ACA contact phone number is 1-800-ACA-JOIN, and website address is <u>www.aca.org</u>.

D. Access to Records

To the extent allowed by federal and state law and regulations, upon request, Contractor and YS will provide each other mutual access to charts, other relevant documents, personnel and facilities required for either party to perform quality assurance and monitoring in a timely manner, in accordance with protocols adopted by Contractor and YS, but neither party may make changes to the other's data or information.

Contractor further agrees to grant access to its personnel and records during the course of YS investigations.

E. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contact, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Louisiana and all such materials will be the property of the State of Louisiana. Use of these materials, other than related to Contract performance by the Contractor, without the prior written consent of the YS, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the YS and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor during the term of this Contract shall be available to YS. All records, including

medical records, written reports, computer printouts and all other similar recorded data created or prepared by Contractor in fulfilling its responsibilities under the terms and conditions in this Contract shall become and remain the property of the YS, subject to any requirements of the law to maintain ownership of the originals. Notwithstanding anything herein to the contrary, YS shall not have any rights to Contractor's proprietary information (i.e., payroll, employee's records, intellectual property, privileged and confidential documentation, review information) or any part thereof.

Upon termination of this Agreement or any renewal period entered into by the parties, Contractor agrees to fully cooperate with YS in the prompt transfer of all electronic healthcare information necessary for the smooth transition of medical services between Contractor and a subsequent healthcare provider. Such electronic healthcare information includes all medical records contained in the electronic medical record system, patient schedules, chronic care lists, off-site appointment lists, and other patient treatment information.

F. Licenses, Certificates, Inspections

Contractor is required to comply with all applicable sanitary, health and fire codes, laws and regulations, and standards required for care of youth and must demonstrate such compliance by submitting annual licenses, certificates and inspection reports to Contract Performance Coordinator no later than thirty (30) days after renewal. Loss of license will result in penalties equal to the per diem for each day the license is revoked or suspended, or may result in immediate termination of the contract and/or removal of youth from the program. YS may remove youth from the program. YS has available to it all rights and remedies afforded under Louisiana law for breach of contract if the Contractor is unable to provide the required services due to failure to obtain required certificates or inspections.

G. Additional Program Requirements

In the event that the Contractor has knowledge of or cause to suspect abuse or neglect of a youth under YS custody, the Contractor shall provide written notification to YS, the Department of Social Services, Office of Community Services, and the local law enforcement agency, in addition to complying with the Child Abuse Reporting and Investigation requirements of Children's Code Articles 609 *et seq*.

Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards, YS Policies related to PREA and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within YS Facilities/Programs /Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" YS will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Contractor will also work with the Office of Juvenile Justice PREA Coordinator in scheduling audits in accordance with the agency audit cycle established by YS. Failure to comply with PREA, including PREA Standards and YS Policies, or to pass the PREA audit after any corrective action period may result in termination of the contract.

Contractor is required to comply with all applicable provisions of the Louisiana Children's Code.

SECTION III. STANDARD PROVISIONS

A. GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

B. CODE OF GOVERNMENTAL ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to notify YS immediately if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

C. AVAILABILITY OF FUNDS

Contractor understands and agrees that this contract is subject to and conditioned upon the availability and appropriation of federal and/or state funds and that no liability or obligation for payment will develop between the parties until this contract has been approved by the Director of the Office of State Procurement, Division of Administration.

The continuation of this contract is contingent upon the appropriation of funds by the legislature to YS to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract, the contract shall terminate on the date of the beginning of the first fiscal year that funds are not appropriated. If a lawful gubernatorial order is issued in or for any given fiscal year during the term of this contract that reduces the funds appropriated in amounts sufficient to preclude making the payments set out herein, the contract shall terminate on the date said funds are no longer available or the contract may be renegotiated to reflect the reduced funds. YS shall not be liable if either of these incidents or any similar incident having the same effect occurs.

D. ALTERATIONS/AMENDMENTS

Any alteration, variation, modification, waiver of provisions and or amendment to this contract shall be valid only when they have been reduced to writing, duly signed by both parties and when required, approved by the Director of the Office of State Procurement and attached to the original of this contract.

E. NONASSIGNABILITY

Contractor shall not assign any interest in the contract by assignment, transfer or novation, without the prior written consent of YS. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to YS.

F. RIGHT TO INSPECT/AUDIT

Contractor agrees that the Legislative Auditor of the State of Louisiana and/or the office of the Governor, Division of Administration auditors, the Inspector General's Office, and /or Youth Services shall have the right to inspect, review, and/or audit all accounts, books, and records which relate to this contract. Contractor is expected to comply with federal and/or state laws requiring an audit of Contractor's operation as a whole or of specific program activities. This option to audit shall remain in effect for five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

If an audit is performed within the contract period for any reason, a copy of the audit report shall be sent to YS within thirty (30) days of the completion of the audit.

Upon the request of YS and at the Contractor's cost, the Contractor shall have ten (10) business days to provide YS with any such information that YS requests for the purpose of determining the validity of the unit cost, either retrospectively or prospectively. YS reserves the right to audit and review any and all of the Contractor's records related to this contract or the performance of the services contracted for herein.

G. RECORD RETENTION

Contractor agrees to maintain all records relevant to medical/mental health care provided to youths in YS custody based on the retention schedule for juvenile medical records. The retention schedule for juvenile medical records is the active period plus 6 years. The active period ends when the juvenile leaves YS' custody.

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least five years after completion or termination of this contract.

H. NOTIFICATION OF STATE EMPLOYMENT

Should contractor or any of its employees become a classified or unclassified employee of the State of Louisiana during the effective period of this contract, Contractor or its employees must notify the appointing authority of the state agency that has employed him of any existing contract with the State of Louisiana. YS reserves the right to cancel the contract if a conflict of interest or a violation of state law occurs as a result of such employment.

I. FORCE MAJEURE

The Contractor or YS shall be excused from performance under the contract for any period that the Contractor or YS is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or YS has prudently and promptly acted to take any and all corrective steps that are within the Contractor's or YS' control to ensure that the Contractor or YS can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

J. PROHIBITION OF POLITICAL USE OF FUNDS

No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority of any political subdivision. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law under consideration by the legislature or any local governing authority of any political subdivision.

K. INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all state departments, agencies, boards and commissions, its officers, agents, servants, employees, partners, and subcontractors including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property that may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands and/or causes of action arising out of the negligence of YS, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claim, etc.) is groundless, false or fraudulent.

L. SUBCONTRACTS

Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of YS. Any subcontracts approved by YS shall be subject to all the conditions of this contract. No provisions of this clause and no such approval by YS of any subcontract shall be deemed in any event or manner to create on the part of YS any obligation of YS beyond those specifically set forth herein. No subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. The contractor will be the single point of contact for all subcontractor work.

M. TERMINATION

TERMINATION FOR CAUSE

YS may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that YS shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then YS

may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of YS to comply with the terms and conditions of this contract provided that the Contractor shall give YS written notice specifying YS' failure and a reasonable opportunity for the state to cure the defect.

TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience at any time by giving thirty (30)

calendar days' written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent that the services have been provided to the reasonable satisfaction of YS.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

YS has the right to cancel this contract with less than thirty (30) days' notice due to budgetary reductions or changes in funding priorities of YS as stated herein.

Upon completion or termination of this contract, YS reserves the right to request copies of any records, reports or any other materials related to this contract or any portion thereof.

N. Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

O. Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

P. Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

Q. Record Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

All records, reports, documents and other material which are considered proprietary, trade secret or confidential can be retained by the Contractor, at termination or expiration of this contract.

R. CERTIFICATIONS AND ASSURANCES

Contractor acknowledges that upon execution of this Contract that the following conditions have been met:

a. Contractor has no unresolved audit exception(s) with Youth Services. An unresolved audit exception is an exception for which the Contractor has exhausted all administrative and/orjudicial remedies and refuses to comply

with any resulting demand for payment.

b. Contractor has not had any contract terminated or has not been denied renewal of any contract for non-compliance with policies or regulations of a state or federally funded program within the past twenty-four (24) months.

S. CYBERSECURTIY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor shall use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State informationtechnology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government informationtechnology assets will be made by the Office of Technology Services.

T. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

U. SEVERABILITY

If any term or condition of this contract, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are severable.

THUS DONE AND SIGNED on the date(s) noted below:

OTHA "CURTIS" NELSON, JR. DEPUTY SECRETARY YOUTH SERVICES

DocuSigned by:	
Sam Britton	
WELLPATHLLC	

Sam Britton

PRINT

Senior Vice President

TITLE

10/1/2023

DATE

WITNESS

WITNESS

ATTACHMENTS FOR CONTRACT BETWEEN LOUISIANA DEPT OF PUBLIC SAFETY AND CORRECTIONS YOUTH SERVICES (YS) AND WELLPATH LLC

- Attachment I Staffing Matrices Post Acadiana-SM and Bridge City-WF (5 pgs.)
- Attachment II Scope of Work (27 pages)
- Attachment III Salary Chart (1 page)
- Attachment IV Pricing Forms (5 pages)

* wellpath To hope and healing.

ATTACHMENT I: STAFFING MATRICES

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Director of Nurses (Charge RN)	8	8	8	8	8			40	1.000
Administrative Assistant	8	8	8	8	8			40	1.000
RN	8	8	8	8	8	8	8	56	1.400
LPN	8	8	8	8	8	8	8	56	1.400
Nurse Practitioner	8	8	8	8			[32	0.800
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Physician		4				1		4	0.100
Psychiatrist			8	1		1		8	0.200
Psychologist	15				ļ	1		16	0.400
Dentist					8			8	0.200
Mental Health Coordinator	8	8	8			1		24	0.600
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Wellpath To hope and healing.

ATTACHMENT I: STAFFING MATRICES

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Administrative Assistant	8	8	8	8	8			40	1.000
RN	12	12	12	12	12	20	20	100	2.500
LPN	8	8	8	8	8	8	8	56	1.400
Nurse Practitioner	8	8	8	8			1	32	0.800
Optometrist					4			4	0.100
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Psychiatrist	8	8	8	8	8		l	40	1.000
Dentist			8					8	0.200
Mental Health Coordinator	8	8	8	8	8			40	1.000
Mental Health Professional	32	32	32	32	32			160	4.000
Substance Abuse Counselor	4	4	4	4	4			20	0,500
Psychologist	8	8	8	8	8			40	1.000
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RN	12	12	12	12	12	12	12	84	2.100
LPN	8	8	8	8	8	8	8	56	1.400
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Nights									
RN	8	8	8	8	8	8	8	56	1.400
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TOTAL								824	20.600



Page 43 of 79

Wellpath To hope and heating.

ATTACHMENT I: STAFFING MATRICES

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Health Services Administrator (H.S.A.)	8	8	8	8	8			40	1.000
Director of Nurses (Charge RN)	8	8	8	8	8			40	1.000
Administrative Assistant	8	8	8	8	8			40	1.000
RN	8	8	8	8	8	8	8	56	1.400
LPN	8	8	8	8	8	8	8	56	1.400
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Mental Health Coordinator	8	8	8	.8	8			40	1.000
Mental Health Professional	16	16	16	16	16			80	2.000
Substance Abuse Counselor								0	-
Provider Assistant						l		0	
Psychiatrist			8					8	0.200
Psychologist	6	6						12	0.300
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TOTAL								549	13.725





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Director of Nurses (Charge RN)	1.2	12	12	12	12	12	12	84	2.100
Nurse Practitioner	}	8						8	O.200
Physician				2				2	0.050
Psychiatrist	[2					2	0.050
Mental Health Professional	8	8	8	8	8			40	1.000
TOTAL								136	3.400

ATTACHMENT I: STAFFING MATRICES

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Director of Nurses (Charge RN)	8	8	8	8	8	T		40	1.000
Administrative Assistant	8	8	8	8	8			40	1.000
RN	16	16	16	16	16	16	16	112	2.800
LPN	16	15	16	12	8	8	8	84	Z.100
Physician			8					8	0.200
Psychiatrist	1	4						4.	0.100
Mental Health Coordinator				8	8			16	0.400
Mental Health Professional	8	8	8	8	8	8	8	56	1.400
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RN	8	8	8	8	8	8	8	56	1.400
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TOTAL								416	10.400



Page 45 of 79

WELLPATH LLC

ATTACHMENT II: SCOPE OF WORK

ATTACHMENT II: SCOPE OF WORK

SCOPE OF WORK/SERVICES

2.1 Overview

The purpose of this project is to provide experience and expertise in providing health services to the Youth Services' populations in secure facilities. YS seeks to continue to deliver appropriate comprehensive primary medical and mental health care to juvenile offender populations in a cost- effective manner. YS' intent is to have the successful respondent or respondents provide all health services' personnel.

2.2 Period of Agreement

This contract shall begin on or about September 1, 2023 and is anticipated to end on August 31, 2024.

2.3 Tasks and Services

Health services shall be provided in a manner which meets established standards of the American Correctional Association (ACA), the YS, and all federal, state, and local laws.

The Contractor shall define a system to provide for all of the following aspects of health care:

- 1. On-site Primary Health Services
 - a. medical services
 - b. preventive health services
 - c. medical treatments
 - d. dental services
 - e. optometry services
 - f. 24/7 nursing staff
 - g. pill call
 - h. sick call
 - i. pharmaceutical drug services
- 2. Off-site Specialty care as requested by primary care physicians or dentist;
- 3. Emergency medical care as requested by health care staff;
- 4. On-site Mental/Behavioral Health Services:
 - a. All psychiatric and mental health assessment and treatment
 - b. All mental health emergency room, outpatient, and inpatient hospital care.
 - c. All mental health on or off-site specialty referrals.
 - d. Therapeutic and diagnostic ancillary services as listed under "medical services" when these are ordered as a part of the mental health delivery process.
 - e. Substance abuse treatment services.
- 5. The successful contractor shall provide the following administrative functions:
 - Attendance at monthly contract overview meetings;
 - b. Attendance at relevant weekly facility directors' meetings;
 - c. Attendance at relevant statewide meetings;
 - Incident reporting in compliance with policies and procedures set forth by YS;
 - e. Monthly staffing reports including hours worked by staff by position, staff vacancies, and recruitment efforts;

- f. Designated Health Services Administrator for each facility;
- g. Reports generated from quality assurance meetings;
- h. Monthly health care services report; and
- i. Monthly pharmaceutical and therapeutic meetings.
- Contractor shall maintain an open, collaborative relationship with YS Central Office administration, YS Health Services Director, correctional facility director, and staff.

- 7. Contractor shall operate the health services program in a humane manner with respect to youths' rights to appropriate health care services.
- Access to Health Care: The contractor shall describe how it intends to provide unimpeded access to care that meets the medical, dental, vision, and mental health needs of the youth.
- Youth Grievance Mechanism: The contractor shall utilize the YS policies and procedures in dealing with youth complaints regarding any aspects of the health care delivery system.
- 10. Record keeping: All nonproprietary records kept by the Contractor pertaining to the contract or to services provided under the contract, shall be made available to YS for lawsuits, monitoring or evaluation of the contract, and other statutory responsibilities of YS and/or other State agencies, and shall be provided at the cost of the Contractor when requested by YS during the term of the contract or after termination of the contract for the period specified.

2.4 Deliverables

The Contractor shall satisfactorily provide the following services and perform all work as specified.

ON-SITE PATIENT SERVICES

YS currently has primary health care clinics and inpatient infirmaries at the four secure facilities. Nursing care in the clinics and infirmaries shall be supervised by a registered nurse twenty-four (24) hours a day. These clinic and infirmary units are not hospital units and cannot substitute for hospitals, but will meet the ACA standards. The Contractor is expected to manage these units and ensure that primary healthcare and infirmary care is available for all

youth. Within security classifications, the Contractor will work with Classification Services to move youth between facilities when necessary to improve inpatient unit utilization. The infirmaries shall provide:

- convalescent care
- skilled nursing care
- pre and post-surgical management
 - Limited acute care.

The Contractor shall be responsible for maintaining all infirmary equipment.

The Contractor shall assure that the following clinical services are maintained or implemented for the facility infirmaries:

- A physician appointed as the Medical Director shall be on call or available 24 hours a day, with a telephone response time of 20 minutes or less.
- A physician, physician assistant, or nurse practitioner will make rounds on youth housed in the infirmary on their clinic days. (Patients who require more intensive care, than can be provided by the existing coverage, must be hospitalized and not maintained in infirmaries.)

- Infirmary admission and discharge shall be upon the order of a physician, nurse practitioner, or physician assistant.
- The medical staff shall obtain and follow doctor's orders for youth housed in the infirmary. Any significant or sentinel event resulting with youth housed in the infirmary shall immediately be reported to the YS Health Services Director.
- Nursing rounds for youth housed in the infirmary will be, at a minimum, once a shift.
- The infirmary space and equipment shall be adequate and appropriately cleaned and maintained for the intended purposes.

If the existing infirmaries cannot provide the necessary care due to program characteristics, bed availability, or other reasons and outpatient care is not appropriate, the Contractor shall utilize off-site inpatient facilities.

If the contractor has suggestions regarding the current infirmary capacity of YS facilities, it would be appropriate to incorporate such comments in the work plan discussion of infirmary care.

1 Receiving Health Screenings:

Receiving and transfer screenings shall be performed on all youth upon their arrival at any of YS' four (4) secure facilities. These screenings include examination of a youth's physical, mental, and dental health. Transfer screenings are also required if the youth transfers from one secure facility to another.

The screenings shall be in compliance with applicable YS Policies and Procedures and the

ACA Standards and Expected Practices and Outcome Measures. Qualified licensed health professionals, i.e., registered nurses, nurse practitioners, or physician's assistants must perform the exam.

The preliminary health evaluation shall include a review of the respective transferee's medical record from the transferring reception center, including:

- 1.1 Inquiry into:
 - Current illness
 - Communicable diseases
 - Alcohol and chemical abuse history
 - Medications currently being taken and special health care requirements
 - Dental health status
 - Chronic health problems
 - Immunizations
 - Dietary requirements
 - Suicide risk
- 2. Observation of:
 - a. State of consciousness
 - b. Mental status (including suicidal ideation)
 - c. Appearance
 - d. Odd conduct, tremors, or sweating
 - Condition of skin and body orifices, including signs of trauma, bruises, lesions, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
- 3. Explanation of procedures for access to health and dental services.

- 4. Administration of TB test for youth.
- Classification into one of the following categories;
 - o Immediate emergency treatment needed,
 - o Assignment to infirmary,
 - o Referral to an appropriate alternative source of healthcare, or
 - o Return to assigned housing at the facility.

The findings of the preliminary screening and evaluation shall be documented in the youth's medical records. Additionally, transferred youths' initial screening forms will be reviewed and verified for their accuracy by qualified health care staff.

Health care professionals shall refer youth exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the qualified mental health professional staff member for further evaluation.

Health care professionals shall refer youth presenting with significant clinical findings during the health screening process to the health care practitioner as necessary.

A review of the receiving and transfer process shall be required each month from each facility through one or more of the following processes: Contractor's reports to YS, YS Contract Monitoring staff review, and/or EHR data collection. YS shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.

- 2 Health Appraisals and Assessments:
 - The Contractor's physician shall complete a health appraisal within 72 hours after the youth's arrival at the secure facilities.
 - The Contractor's physician shall review the receiving screening.
 - The Contractor's physician shall complete a history and physical examination (when medically indicated) which must include:
 - Collection of data to complete medical, dental, immunization, and appropriate psychiatric histories;
 - Record of height, weight, pulse, blood pressure (BP), and temperature;
 - Vision and hearing screening;
 - Complete medical examination with evaluation of basic mental health status and dental health status, referrals if needed, and/or treatment when indicated; and
 - History of alcohol and/or substance abuse.
 - The Contractor's physician shall test for communicable diseases including, but not limited to, syphilis, gonorrhea, chlamydia, HIV, and TB through appropriate Clinical Laboratory Improvement Amendments (CLIA) waived testing devices and nationally certified laboratory/diagnostic centers.
 - The Contractor's physician shall initiate and prescribe treatment, therapy, and/or referrals when appropriate.
 - The Contractor's physician shall perform other tests and examinations as required and indicated, including physicals for work incentive youth and food handlers when necessary.

Information obtained during the health appraisal shall be recorded on a form approved by YS' Health Services Director. This information will be reviewed by the contractor's physician for problem identification and entered in the patient's permanent health record.

A review of the initial health appraisal process shall be required each month from each facility through one or more of the following processes: Contractor's reports to YS, YS Contract Monitoring staff review, and/or EHR data collection. YS shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.

C. Health Calls:

YS utilizes a written "Health Call Request Form" (HCRF) to permit youth to request health care services or sick calls. These forms are collected and reviewed daily by professional nursing staff. After this review, youth are "triaged" by the nursing staff and treated. If nursing staff is unable to provide the level of care necessary to resolve the sick call request, the youth is referred to the appropriate health care professionals for further assessment and treatment.

Referral from routine triage to other health care staff members is expected to occur within a reasonable time period as indicated below. YS expects routine referrals to take place in a timely manner.

- From review of the Health Call request forms to "triage" by the nursing staff no more than one working day.
- Referral to a practitioner for routine care one working week or less.
- For review of HCRF for routine dental request by dental professional one working week or less.
- For appointment for routine dental services six working weeks or less.
- For review of routine HCRF by member of the mental health staff -one working week or less.
- For appointment for routine mental health services (psychiatrist, advanced practice nurse, psychologist, etc.) -two working weeks or less.
- · For appointment to optometrists within one month.
- For appointment to other on-site professionals in a time frame appropriate to the patient's need.
- Contractor may be required to apply additional resources to any Facility if necessary in order to reduce the waiting list to an acceptable duration as determined by the YS Health Authority.

The Contractor shall meet these standards and to notify YS in writing within one business day when a facility's waiting list exceeds them.

Daily Processing of Youth Health Complaints:

Health complaints from youth must be processed at least daily and as follows:

- a. Health services provider's personnel (physicians, physicians' assistants, or nurses) will review and act upon all complaints, with referrals to other qualified health care personnel, as required.
- b. The physician will determine the appropriate triage mechanism to be utilized for specific categories of complaints.

Secure facilities will have at least three (3) health call locations. One health call location should be in all housing unit / dormitories and dining halls. Health call forms should be available next to the secured health call box.

Nurse health calls must be held at least five (5) times per week by a registered nurse(s) for each of the four (4) facilities and must be accessible to all youth regardless of their secured status. (Note: RNs must do all health assessments.)

D. Medication Administration:

The contractor is responsible for the procurement, prescription, and administration of medications in accordance with ordered or recommended dosage schedules; documentation of such provisions; and ensuring that all dispensed medications are properly stored and all related duties are performed by properly licensed personnel. The Contractor shall manage the dispensed and stock supply medications in compliance with all applicable state and federal regulations regarding prescribing, dispensing, distributing, administering, and procuring pharmaceuticals.

E. Dental:

The Contractor shall identify, plan, and provide for all on-site general dental services. The Contractor shall also provide on-site oral surgery services. The Contractor shall be responsible for dental emergencies per established medical protocol. The Contractor shall have a Dental Director responsible for providing clinical oversight regarding off-site dental referral services.

Dental services, at a minimum, will include the following:

- Dental screenings conducted upon admission by a registered nurse
- Dental examinations by a dentist within 14 days of admission for all newly admitted youth and on intersystem transfers, unless documentation of dental examination has been completed within the last six months; and diagnostics X-rays, (if not done within last 6 months) including the charting of decayed, missing and filled teeth, and a complete dental history
- Preventive care by a dentist or dental trained personnel within 14 days of admission, unless documentation of dental-preventive care completed within the last six (6) months.
- Routine dental examination and preventive care annually unless required more frequently by ACA Standards.
- Dental treatment provided according to the treatment plan, based upon established priorities that in the dentist's judgment are necessary for maintaining the youth's health status
- 6. Referrals to dental specialists as needed
- 7. Emergency dental care provisions.

F. Mental and Behavioral Health Services:

The primary goal of mental health services is the treatment and management of those with serious mental illness. As mentioned above, with the establishment of a case management approach to youth confined at YS and the continuing emphasis on cognitive-behavioral interventions, YS anticipates that mental health professionals will be increasingly involved in planning and managing youth.

Some YS facilities are quite small and do not offer a large quantity of mental health services. Even at these facilities, an ability to provide crisis evaluation and intervention services must be established, utilizing on-site staff.

As the youth population may change, the Contractor should not assume that the current levels will be adequate to provide the care necessary in the future. The contractor should review current staffing patterns, populations, and programs, and provide its best estimate for a starting staffing plan. Any changes in service delivery patterns that the contractor contemplates should be described and highlighted, and the underlying reasoning defined.

The contractor should understand that adjustments in staffing may be necessary if the required work cannot be accomplished with the baseline staffing levels. The Contractor should also be aware that lowered service levels associated with persistent vacancies in baseline staffing will be considered grounds for requiring that baseline staffing levels be increased.

After reviewing the existing mental health care delivery process, the Contractor should identify the services that the Contractor proposes for each facility, including the planned staffing pattern. If changes are contemplated, the Contractor should highlight such changes and describe the reasoning behind them.

Release of Youth with a Serious Mental Illness:

Youth diagnosed with a serious mental illness must be identified during the pre-release planning. Contractor will ensure that the mental health professionals (MHP) work collaboratively with YS staff in formulating a discharge plan. Discharge planning shall also include providing youth currently taking psychotropic medication, with a month's supply, which should be provided at the time of release in conjunction with follow up care.

G. EKG Services:

EKG services must be available at the facilities at all times. The contractor shall include in its description of the methods through which EKG services will be provided to each YS facility.

EKG services will have the following characteristics:

- · A printed EKG will be available immediately and placed on the chart.
- Whether or not a computer interpretation is provided, all EKGs will be reviewed by a physician. A review by a cardiologist will be available upon request by the facility practitioner.
- EKG equipment will be properly and safely maintained.
- Physicians reading EKGs, unless Board Certified in cardiology, must be privileged by the Contractor to perform this service.

H. Laboratory Services:

All laboratory and phlebotomy services must be provided for all YS youth and will be the responsibility of the Contractor. Laboratory specimens are to be collected by a qualified healthcare provider. Results must be placed in the youth's health record upon receipt, and the Contractor's physician will review all results. Contractor is responsible for phlebotomy personnel, laboratory services, and all related supplies.

I. Optometry Services:

Optometry services shall be provided for all youth. Any exception to these requirements must be approved in advance by YS. All optometric and optical services, including the cost of lenses, frames, and cases, will be the responsibility of the Contractor. All optometry services are the contractor's responsibility.

J. X-Ray Services:

Contractor will be responsible for providing X-Ray services as medically necessary either on or off-site to complete evaluations.

OFF-SITE PATIENT SERVICES

A. Inpatient Hospital Services:

The Contractor shall obtain inpatient hospitalization services through established agreements with the local private hospital networks and/or the Office of Behavioral Health-Mental Health Services who will serve state and local offenders. When hospitalization of a youth is required, the Contractor will be responsible for the arrangement and timely access to care.

Psychiatric care is part of this contract. In the event these services are not available through the local private hospital networks and/or the Office of Behavioral Health-Mental Health Services within a reasonable geographic location from the secure facilities, the contractor shall seek out alternate private providers and enter into agreements for access to required specialty services.

The Contractor shall review the health status of youth admitted to outside hospitals daily to ensure that the duration of the hospitalization is no longer than medically indicated. Contractor shall provide each Director and the YS Health Services Director with a daily update/report of the health status of all hospitalized youth from each facility.

Security coverage for inpatient services is the responsibility of YS. When a secure unit is not available, the following guidelines apply: At least one uniformed juvenile justice specialist is present with the youth for the duration of all hospital stays, and youth will wear restraints as determined by YS.

B. Specialty Care:

When possible the Contractor shall make specialty care available on-site.

When this is not possible, the Contractor shall make referral arrangements with local specialists for the treatment of those youth with health care problems, which require services beyond what can be provided on-site. The Contractor shall coordinate such care by specialists and other service providers in the state. All outside referrals shall be coordinated with YS for security and transportation arrangements.

Whether health services are delivered on-site or off-site, appointments shall be timely based on the patient's needs.

YS prefers to minimize the need for youth to travel off-site. The implementation plan must describe how the Contractor will incorporate these expectations into the care delivery plan. Specialty referrals must be scheduled within five (5) days and completed with thirty (30) days from the date of referral.

OTHER SERVICES

A. Emergency Medical Services:

Comprehensive emergency services shall be provided to all youth in the secure care custody of YS. Contractor shall make provisions to coordinate with the state's prison health care model to ensure accessibility to emergency medical services.

B. Specialty Services/Referrals:

As with hospital care, youth will periodically require the services of a medical or mental health specialist. The Contractor will be responsible for the arrangement and coordination of all specialty care with specialty providers who have agreed to provide services within the prison health care models. It is strongly preferred that care be provided on-site (at the facility) when possible.

- Contractor will make referral arrangements with medical specialists for treatment of youth whose treatment may extend beyond the scope of services provided by the Contractor's primary physician.
- 2. Contractor will be responsible for utilizing the prison health care model for appointment request and approval when seeking off-site medical care. When the Contractor fail to utilize the prison health care model for appointment request, all services provided to the youth while in secure care will be the financial responsibility of the Contractor.
- 3. All off-site, non-emergency consultations must be recommended by the appropriate facility health care staff and reviewed and decided by the Contractor's utilization review process within 10 business days of the recommendation. Each Contractor should include in its bid a description of its utilization review and approval process.
- The Contractor shall make referrals to appropriate community health settings and participate in the facility discharge planning process to promote continuity of care.

Below is a list of specialty services. Contractor(s) are advised that the services listed below must be made available under this Contract, but additional services may be required.

Oral surgery

- · Gastroenterology
- Surgical
- Orthopedic services
- Physiotherapy services
- ENT
- Podiatry
- Dermatology
- Urology
- Neurology
- Internal medicine
- Audiology
- Neurosurgery/Neurology
- Oncology
- Nephrology
- Dialysis services
- Endocrinology
- Infectious disease treatment
- Optometry
- · Ophthalmology
- Respiratory therapy
- Cardiology
- · Physical therapy
- Orthotics

Additional Services:

- Outside Hospitalization
- EKG services
- X-ray services/Ultrasounds/ and any other radiological services
- HIV care
- Dental services
- Vision services including vision testing, frames & glasses, and fitting
- Laboratory services including phlebotomist, laboratory diagnostic services, and supplies
- Pharmacy services including night drug cabinet
- On-site nursing staff
- Ambulance services (ground transportation) will be provided by the Contractor. All
 costs for ambulance services are the responsibility of the Contractor.
- Janitorial Services for the infirmary and office space occupied by the contractor at the facilities
- C. Off-Site Transportation:

Page 55 of 79

To keep security staff overtime to a minimum for health care related transports, the Contractor is required to establish off-site services as conveniently located to the facilities as possible. Although the occurrence of some off-site specialty visits are unavoidable, the Contractor controls where the youth receives treatment. Therefore, the Contractor shall be required to pay the sum of \$200.00 per youth per leg of the trip over 30 miles on the officer's mileage log for every trip made. Mileage shall be calculated door-to-door from facility to the appointment site taking the most direct route. Transportation of youth for off-site services or transfer to another YS facility shall be the responsibility of YS except when transportation requires travel by ambulance or other life- support conveyance. When medically necessary the contractor shall provide ambulance service. Such ambulance and or advanced life services shall be by pre-arranged agreement. All costs related to these off-site specialty transportation services are the responsibility of the Contractor.

Contract employees shall not provide personal transportation services to youth. Contract employees needing transportation to perform on-site health care related functions shall be allowed access and use of State vehicles with approval from the contracting authority and facility director. The Contractor shall provide YS with a written plan for emergency transportation/ambulance services and verification of automobile insurance for the provider of those services.

D. On-Site Transportation:

In all instances, the Contractor shall be responsible for health care services to those youths in transit between facilities and throughout the State while under contract with YS. The Contractor shall schedule services at YS facilities in coordination with the operating schedule of each facility. In the event of conflict between the Contractor's schedule and YS' schedule, the decision of YS regarding scheduling shall control.

E. Emergency Services:

Emergency services are available on-site 24 hours per day, seven days per week. The Contractor is expected to make arrangements with appropriate community resources for required emergency services beyond on-site capabilities. In addition, the facilities must have access to 24/7 on call availability of the physician, psychiatrist, psychologist, dentist, and health services administrator.

The on-call coverage shall be made available by the service contractor responsible for onsite services.

When emergent or urgent health problems are brought to the attention of facility personnel, 'health care personnel must be prepared to address them immediately. This response may consist of permitting the patient to report or be escorted to the health services unit/infirmary for evaluation, or sending health services personnel to the patient's location. The Contractor must plan in advance the management of emergency services, and must maintain an "open" system capable of responding to emergency circumstances as they occur.

Urgent and emergent problems include those which may result in death, loss of bodily function or a limb, deterioration of function, or severe pain if not attended to immediately as well as general medical, mental health, and dental issues. The Contractor must utilize ambulance transportation when simple automobile transportation is not in the best clinical interest of the patient. The Contractor is responsible for associated costs of all emergency or required medical transports.

Visitors, staff, volunteers, and other non-offender persons on-site at facilities must also be provided with emergency stabilization services and referral as appropriate by the Contractor. This includes evaluation of possible exposure incidents and initial management when they occur. The Contractor must incorporate in the implementation plan-how emergency services, both on- site and off-site, will be delivered at each facility.

F. First Aid Kits, Automatic External Defibrillators (AEDs), and Protective Devices:

The contractor shall maintain automated external defibrillator devices and first aid kits in each facility.

The Contractor will be responsible for providing and maintaining emergency first-aid kits in all housing areas, work sites, training areas, classrooms, and other areas designated by YS.

The Contractor will be responsible for providing and maintaining Automatic External Defibrillators (AEDs) in designated areas of the facility as determined by YS' Health Services Director in conjunction with the Facility Director or designate.

The Contractor will supply all personnel who come in contact with youth with personal protective devices against all communicable diseases. The Contractor will be responsible to provide and maintain the Blood-borne Pathogen Personal Protection.

G. Physical Therapy/Occupational Therapy:

Physical and occupational therapy services necessary in the treatment of serious health conditions must be ordered by the Contractor's practitioners and provided by the Contractor. The Contractor shall make these services available on-site at the four (4) YS secure facilities.

H. Prosthetics/Orthotics:

The Contractor shall provide medically required prosthetics, orthotics, and other assistive devices necessary to carry out activities of daily living or as required by community care standards, as ordered by its physicians. Services shall include initial written evaluation, provision and fitting of the device and adjustment appointments as necessary. Contractor may repair (rather than replace) prosthetic devices when economically feasible to do so.

I. Ancillary Services:

The Contractor is responsible for the provision of all laboratory, diagnostic testing, X-rays, and other ancillary services as required and indicated by qualified health care personnel.

J. Pre-Release and Transfer Screening:

The health record of each youth must be reviewed before his release and a medical screening must be conducted when the "24 hours' notice of release" is given.

A medical file review will also be conducted for each youth scheduled for transfer to other institution sites. The medical record or a copy of the record must be forwarded to the receiving institution at the time of transfer.

K. Communicable Disease Control:

Communicable diseases must be monitored closely by all health staff. When communicable diseases are diagnosed, the Contractor must take proper precautions, promptly transmit the appropriate reports to the Louisiana Department of Health, and notify YS' Health Services Director. All Contractors' employees and sub-contractors must provide documentation of Hepatitis B immunizations and annual TB skin test clearance.

L. Infection Control Program:

Infectious diseases of special concern within an institutional setting include TB, Hepatitis B, Hepatitis C, Human Immunodeficiency Virus (HIV), gonorrhea, syphilis, chlamydia, influenza, and MRSA.

Other areas of concern include monitoring and management of nosocomial infection, both in inpatient units and in the general facility units, sterilization and sanitation practices (especially in dental departments), management of isolation activities, and kitchen sanitation (monitored but not managed by health care services). Infection control committees should meet regularly at each facility and report their findings through the Quality Assurance process.

The Contractor shall implement an infection control program, which includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws. The program shall be in compliance with CDC guidelines and OSHA regulations.

- Youth Immunization Program: The Contractor will administer a youth immunization program according to the recommendations by the Centers for Disease Control - Advisory Committee on Immunizations Practices.
- Tuberculosis: The Contractor will administer a tuberculosis control program according to the Centers for Disease Control recommended guidelines.
- Vaccines for Children: All YS juvenile facilities participate in the federal Vaccines for Children program. This program provides all vaccines used in the juvenile settings, including but not limited to HBV, at no cost to the YS. The Contractor's personnel must register for this program and participate in the Louisiana Immunizations Network for Kids.

M. Sexual Assault:

The Contractor shall follow and enforce YS policies which mandates reporting and treatment for abuse or neglect of all youth in the secure facilities. *The Prison Rape Elimination Act* (*PREA*) is federal law, Public Law 108-79, signed into Iaw in September 2003 by the President of the United States and now designated as <u>42 USC § 15601</u>.

PREA establishes a zero-tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in YS facilities a top priority.

PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of federal, state, and local youth offenders.

YS requires a Contractor that will comply with PREA standards in the delivery of medical and mental health treatment for sexual assault victims at each facility. The contractor will ensure access to Forensic Medical Examinations by a Sexual Assault Nurse Examiner (SANE) or Sexual Assault Forensic Examiner (SAFE) to perform the exams on-site or in the community.

N. Chronic Care Management:

When chronic diseases are identified during initial screening or during the course of incarceration, services necessary to manage the identified illness must be provided and documented. The Contractor shall identify a chronic disease management plan, from identification of the condition to treatment planning and ongoing care, based upon practitioner decision making and practitioner responsibility. For each major category of chronic disease, the contractor shall identify a management plan including baseline information/assessment and periodic reviews. For each identified patient, the health record must reflect the identified chronic disease in an up to date problem list and an appropriate individualized treatment plan must be prepared under the practitioner's (usually the physician's) control. Nursing care plans may also be appropriate and should be present when necessary.

Interventions on behalf of those with chronic diseases must meet generally recognized standards of care inside and outside of the corrections community. When the contractor selects from conflicting standards, the Contractor must select the higher standard or must explain the selection to the satisfaction of the YS Director of Health Services. When outside specialty review is appropriate, it shall be provided in a timely manner consistent with the standards described above.

When a youth with a chronic disease is released from a YS facility, the condition must be identified during the pre-release stage to identify community resources to meet the youth's health needs.

O. Nutrition and Medical Diets:

The Contractor shall provide nutritive supplements under the control of the Contractor's Medical Director (inclusive of all required and/or prescribed maintenance solutions and/or hyper- alimentation products) that are medically prescribed by a licensed physician.

Special diet orders are required to be written by health care practitioners. A standard special medical diet program is established between the health care contractor and food services. Any deviation from the special diet orders shall require written authorization from the Contractor's Medical Director.

P. General Pharmaceutical Services:

Provision of all prescription and non-prescription medications shall be the responsibility of the Contractor. All medications must be prescribed in accordance with State and federal regulations. All pharmaceutical services must be at the direction of a licensed pharmacist.

The Contractor shall also provide all related packaging, inclusive of all packaging materials, supplies, distribution, and courier services.

The Contractor shall fill and deliver all medically prescribed non-emergency medications within 24 hours from the date the prescriptions are written and shall provide such medication continuously thereafter as prescribed. The Contractor shall fill and deliver all emergency prescription medications immediately.

The Contractor is responsible for maintaining an adequate supply of stock medications at each facility's drug room that can accommodate the majority of prescriptions ordered by the health care practitioner until the youth's medication card arrives. Stock medications shall be used whenever possible to cover the first 48 hours of the prescribed order.

The Contractor shall provide a plan to carry out pharmaceutical operations that include, but shall not be limited to:

- 1. Level of professional staff qualifications designated for Medication Administration in accordance with State of Louisiana and ACA Standards.
- 2. System for Administration
- 3. Controlled substances accountability
- 4. Medication administration record utilization
- 5. Monthly reports as to the number of prescriptions written, medications dispensed
- 6. Reporting of medication nursing errors
- 7. Medication pharmacy errors
- 8. Corrective action plans
- 9. Return and refund for unused medication
- 10. Emergency medication acquisition
- 11. Pharmacist consultation
- 12. Pharmacy inspections
- 13. Pharmacy medication education materials

14. Pharmacy inventory

15. Formulary

16. Pharmacy and Therapeutics Committee

17. DEA License verification

18. Institutional Drug Room License

19. Medication renewal tracking system

20. Drug storage and delivery services

21. IV Drugs

22. Accountability and destruction process

23. Stock medication supplies and approval

24. Back-up pharmacy services

Identification of Pharmacy Vendor.

The Contractor shall provide information regarding the pharmaceutical vendor the Contractor intends to utilize to service the YS population to include:

- a. Name of Vendor
- b. Location of Vendor's parent company
- c. Location of any branch or warehouse supplying medications to any Louisiana correctional facility
- d. Any company or corporation affiliation with the Contractor.

Identification of Pharmacy Costs:

The price allocated to pharmacy costs should be identified as part of the comprehensive bid price. An explanation for the following charges to the Contractor for pharmaceutical services should be included:

- 1. Describe the expected percentages of payment regarding Wholesale Acquisition Cost or Acquisition Wholesale Price of Pharmaceuticals.
- 2. The estimated percentages of the overall pharmaceutical cost charges by pharmacy vendor to the Contractor for the monthly administrative fee.
- Identify what percentage of the comprehensive health care bid price is dedicated to the total cost of pharmaceuticals.

Q. Health Care and Other Supplies:

The cost of all health care supplies, forms used by the Contractor, office equipment, office supplies used in conjunction with the delivery of health care services, youth health care records as approved by YS, books, periodicals, dentures, prosthetic devices, hearing aids, eye glasses, frames and cases, and immunization costs for youth, will be the responsibility of the Contractor. All equipment and furnishings provided by the Contractor will be in good working order and will be repaired and maintained by the Contractor.

The Contractor and the preceding contractor will each inventory all consumable medical supplies on inventory at all YS facilities at or about the time of commencement of the Contract. Within the first 6 months after commencement of the Contract, YS shall receive a credit from the Contractor in an amount based on the actual cost of the consumable medical supplies on hand at the time of the commencement of the Contract.

YS will make available to the Contractor all State-owned medical equipment and all furnishings in medical areas, which are in place at the time of commencement of the Contract. YS and the Contractor shall inventory all such equipment and furnishings at the time of commencement of the Contract, and YS shall retain ownership of all such equipment and furnishings. The Contractor will be responsible for the maintenance and repair of the State-owned equipment and will be responsible for acquiring and maintaining all certification on all medical equipment. The Contractor shall provide to each YS facility the certifications on all medical equipment at the facility. This equipment, upon termination of the contract, shall be returned to the State in good working order and repair.

The Contractor may not replace any medical or administrative equipment or furnishings that would result in a cost to YS without submitting a justification to, and obtaining the approval of, YS for the replacement. Replacement of any State equipment must be at least equal in quality to the equipment being replaced. YS will not be responsible for additional equipment that the Contractor feels is necessary to provide the services under the Contract. The Contractor will agree that any equipment purchased by the Contractor under the Contract will become the property of YS after three years of continuous provision of services by the Contractor from the date of equipment installation. For equipment with less than three years of continuous provision of services, the Contractor agrees to allow YS to purchase the equipment from the Contract at its depreciated cost upon termination of the Contract. The Contractor must provide annually to YS an inventory, by facility, of all medical and administrative equipment owned by the Contractor and located at the facility. The Contractor shall furnish all necessary medication carts and medication storage systems.

Security:

YS shall provide security for the Contractor's staff while in the State facilities. The level of security provided shall be consistent with and according to the same standards of security afforded to the YS personnel.

YS shall provide security and security procedures to protect the Contractor's equipment as well as YS medical equipment. YS security procedures shall provide direction for the reasonably safe security management for transportation of pharmaceuticals, medical supplies, and equipment. The Contractor shall ensure that the Contractor's staff adheres to all policies and procedures regarding transportation, security, custody, and control of youth.

YS shall provide adequate security coverage for all occupied infirmaries. YS shall provide security posts for clinic areas as necessary and determined through the facilities security staffing analysis and in coordination with the site's health authority.

YS shall provide security escorts to and from clinic appointments whenever necessary as determined by security regulations and procedures outlined in YS' policies and procedures.

2.5 Scope of Work Elements

2.5.1 Functional Requirements

- All required services will be provided by and contracted through the Contractor.
- The Contractor must have a physician(s) on staff at each facility with previous documented experience in pediatrics, internal medicine, family medicine, or emergency medicine. YS prefer this physician have experience in treating youth on-site at a correctional facility.
- The Contractor will implement an orderly ramp up transition to assure the State uninterrupted delivery of services. The Contractor will develop a transition plan immediately after award and final approval from YS.
- The Contractor will be responsible for the cost of disposal of all bio-hazardous waste produced in the care, diagnosis, and treatment of youth.

A.' Standards:

All health care services defined by this Contract must be provided in accordance with American Correctional Association Juvenile Healthcare Performance-Based Standards and Expected Practices and YS standards, regulations, and policies, and regulations, policies, and administrative rules of the four (4) facilities.

B. Computer and Information Systems:

The Contractor must have an automated, integrated tracking and reporting system. The Contractor must provide all computer equipment, technical, and clerical support necessary to support the automated, integrated tracking and reporting system.

C. Quality Assurance Committee:

The State and the Contractor shall participate in quality assurance committees at the facility and central office levels. These committees will monitor the health services provided, including the performance of facility level quality assurance committees.

YS' Central Office Quality Assurance Committee shall consider the quality of results from health services audits, whether carried out by outside agencies such as the ACA or by YS staff. YS Health Services will complete outcome based quality of care audits and case reviews. The Contractor's medical and nursing directors shall participate in and contribute to this audit process. Quarterly administrative meetings shall be held to review the monthly statistical reports, and environmental and administrative concerns at the facility. Quarterly administrative meetings shall include representation from various departments to include: Facility Director and/or designee, Security Staff, Mental Health, Case Management, Investigative Services, Treatment Director, and YS Health Services Director.

The Contractor shall prepare and participate in external reviews, inspections, and audits as requested and shall participate in the preparation of responses to internal or external inquiries, letters, or critiques. The Contractor shall develop and implement peer review and plans to address or correct identified deficiencies.

D. Infection Control Committee:

The Infection Control Committee shall monitor surveillance on communicable diseases of concern (see above), the occurrence and control of nosocomial infections, sterilization, and sanitation practices in the health care unit, control of any unexpected communicable diseases within the facility, and other infection-related issues that may arise. The Infection Control Committee shall meet at least quarterly.

E. Peer Review Committee:

Each facility shall develop a Peer Review Committee (PRC). The PRC shall be a subcommittee of the Quality Assurance Committee and shall insure that all professionals have their work reviewed annually. Findings shall be reported to and reviewed by the Quality Assurance Committees.

F. Health Care Staff:

The health services Contractor shall conduct monthly health care staff meetings at all YS facilities. The health services Contractor must maintain minutes of the staff meetings and submit them to YS Health Services Director for review.

G. Staffing Requirements -Administrative:

- The Contractor's staff will implement policies, procedures, and protocols for the health services and staff as designed and approved by YS.
- The Contractor will be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Facility's Director or the Director's designee.
- The Contractor must ensure that the health care status of youth admitted to outside hospitals is reviewed to assure that the duration of hospitalization is no longer than medically indicated.
- The Contractor must ensure that its staff documents all health care contacts in the proper Health record format.
- Physicians shall function within their respective scope of practice as outlined in the Louisiana State Board of Medical Examiners.
- Registered nurses shall function within the scope of practice of nursing for a registered nurse as set forth in Louisiana Law and in the rules of the Louisiana Board of Nursing.

H. Staff Education:

All professional/clinical staff must work only in conjunction with appropriate licensure and/or certification for the service being provided. The Contractor is expected to verify credentials and current licensure and provide evidence of such to the YS Health Services Director prior to assignment of individuals to a work location. If licensure or certification is dependent upon continuing education, the Contractor is responsible to assure conformity with such

requirements. In addition, accrediting agencies require that such credentials and licensure be maintained in the facility where the individual professional is performing service.

The Contractor's nurses must be provided with a physical assessment training program designed to prepare them for their correctional responsibilities. If the Contractor wishes, a privileging program may exempt individual nurses who have demonstrated competence in advance of undergoing such training. If the Contractor wishes to use this exemption, this shall be addressed explicitly in the bid.

When/if it is determined that performance is not meeting current YS, licensure, or community standards of practice, it is incumbent on the Contractor to identify such individuals to the YS Health Services Director and provide a plan of corrective action designed to either upgrade individual performance or to discontinue the delivery of service by the individual until there is assurance that satisfactory performance can once again be provided.

YS maintains a training division which has developed specific training standards and procedures. All Contractor-provided employees are expected to comply with these procedures and standards.

A new employee orientation will be provided for contract employees {contractor employees); on- site at facilities where service is being provided. No employee is permitted to begin providing services without first having received this new employee orientation in addition to the orientation to the specific facility where service is being provided. Records of this training and orientation must be maintained.

I. Staff Orientation:

The Contractor is responsible for ensuring that all new health care personnel are provided with orientation regarding health practices on-site at each facility. Orientation regarding the operations of other facilities will be the responsibility of each facility. It is the responsibility of the Contractor to provide the names of all new personnel to the Director/designee of all new health care personnel for the facilities' new employee orientation training. This pre-service training should take place within the first week of a new hire.

J. Staff Training:

The Contractor's staff will participate in up to one-and-a-half weeks of pre-service training and up to one-and-a-half weeks of on-site orientation to include pharmacy and lab in-services, health services overview, and the integration of the Contractor's and YS Policies and Procedures.

All health care staff will receive in-service training. Selected topics that require staff training will be identified on an on-going basis.

K. Physician Provider Base:

The Contractor must have an established physician provider base.

L. Health Education:

As part of primary health care, health education services will be an important and required component of the total health care delivery system. Health education includes youth and staff education.

1. Staff education must include routine in-service education for:

- A. First aid training, cardio pulmonary resuscitation (CPR) certification training
- B. AED Training for selected staff
- C. Sprains
- D. Psychotic behavior
- E. Casts
- F. Seizures
- G. Minor burns

- H. Dependency on drugs
- I. Health seminar
- J. Lifts and carries
- K. Suicide prevention and Emergency Response Training
- L. Mandatory annual in-service for all institutional staff on communicable diseases
- M. Mandatory annual TB testing for all institutional staff.
- N. Universal Precautions .

These programs are to be offered twice yearly, at a minimum, with the capacity of at least 12 participants per session. This training is not to be designed to take the place of any medical services offered by the Contractor, but to augment the medical services provided by the Contractor in the event of an emergency.

- 2. Youth education must include topics such as:
 - A. Care of minor skin wounds
 - B. Diabetes
 - C. Personal hygiene
 - D. Exercise
 - E. Heart disease
 - F. Hypertension
 - G. Infection control for kitchen workers
 - H. Adolescent development
 - I. Sexually transmitted diseases, including chlamydia, genital herpes, genital warts, gonorrhea, and syphilis
 - J. Smoking and your lungs
 - K. Stress management.
 - L. Universal Precautions

M. Staffing Plan:

The Contractor(s) must provide a staffing plan that identifies all personnel required to perform the services and responsibilities on the Project. Louisiana YS shall have the right to approve key contractor's personnel. And such approval shall not be unreasonably withheld or delayed to include the following positions:

- a. Health Services Administrator
- b. Medical Director
- c. Mental Health Supervisor

YS seeks a staffing plan that matches the proposed key personnel and qualifications to the activities and tasks that will be adequate to fulfill the scope of services.

The Contractor(s) is also required to:

- Submit a detailed staffing plan showing the number of staff and number of hours/days proposed in meeting the work requirements.
- Provide a proposed table of organization governing on-site operations at YS' four (4) secure facilities. The table must reflect the corporate supervision of all administrative and line staff responsible for functional service delivery on-site and off-site.

- 3. Describe past and current ability to plan and staff a program of similar scope.
- 4. Include a list of job titles for the clinical and support staff members. The Contractor(s) will provide a description of the role of each staff member in the project, and a resume for each staff member that demonstrates the appropriate training, education, background, and/or experience. The Contractor(s) must also specify the job duties and discuss the qualifications of the proposed staff relative to such position requirements needed to perform the required health services.
- 5. The qualifications of Contractor(s) personnel are material to the YS' evaluation and subsequent award of the Contract. Any personnel identified in the contract will be considered the standard by which any subsequent replacement personnel will be evaluated. The Contractor(s) is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at a later date.

Solutions for Staffing (Clinical, Administrative, and Personnel Services):

The Contractor(s) must submit solutions for staffing the following areas:

- Clinical. Required personnel to provide services must be provided on a staffing matrix. Any and all clinical personnel must not be assigned job duties that would require them to work outside of their respective legal scope of practice as defined by Louisiana and federal laws.
- Administrative. In addition to the above named staff, the Contractor(s) shall supply
 adequate supervisory staff to ensure oversight of the activities of the program staff
 and to serve as a liaison to the YS Health Services Director and Facility Staff. The
 nature and qualifications of the staff designated as administrative must be
 delineated in the contract.
- Personnel Services. In this section, the Contractor(s) must list its ability and expertise in the following topics:
 - a. Recruitment practices, capabilities, especially at the time of contract start-up
 - b. Equal employment opportunities
 - c. Licensure/certification requirements
 - d. Staff training and personnel development
- e. Orientation of new personnel
- f. Continuing education
- g. In-service training.

N. Administration:

The Contractor(s) must provide for the clinical and managerial administration of the health care program and attend institutional and administrative meetings.

O. Support Services:

The Contractor(s) must manage and support the program it proposes.

P. Medical Disaster Plan:

In concert with YS, the Contractor will develop a system for the delivery of health services in the event of a disaster, such as epidemic, riot, strike, fire, tornado, or other acts of God (contract may be amended to include additional costs). Development of the health services disaster plan will start when the Contractor initiates youth health services and must be completed no later than one (1) month later.

The health care disaster plan must include the following:

- 1. Communications system
- 2. Recall of key staff
- 3. Assignment of health care staff
- 4. Establishment of a triage area
- 5. Triage procedures
- 6. Health records identification of injured
- 7. Use of ambulance services
- 8. Transfer of injured to local hospitals
- 9. Evacuation procedures (coordinated with security personnel)
- 10.Back-up plan
- 11. Use of emergency equipment and supplies
- 12. Practice drill
- Q. Health/Medical Record:

YS desires a paperless health record. Contractors are encouraged to submit documents that include paperless health records.

The plan must address such issues as hardware, software, transition, technical support, and ownership at the termination of the contractual period.

All youth must have a health record that is kept up to date at all times, and that complies with problem-oriented health record format and ACA standards. The record must accompany the youth at all health encounters and will be forwarded to the appropriate facility in the event the inmate is transferred. All procedures concerning confidentiality must be followed.

All health/medical records both electronic and paper remain the property of YS upon termination of the contract.

Health/Medical Records, at a minimum, contain the following information:

- 1. The completed receiving screening form
- 2. Health appraisal data forms
- 3. All findings, diagnoses, treatments, dispositions
- 4. Prescribed medications and their administration
- 5. Lab and X-ray reports
- Notes concerning patient's education as required in paragraph entitled, "Health Education"
- 7. Records and written reports concerning injuries sustained prior to admission
- 8. Signature and title of documenter
- 9. Consent and refusal forms
- 10. Release of information forms (signed, if required by YS)
- II. Place, date, and time of health encounters
- 12. Discharge summary of hospitalizations
- 13. Health service reports, e.g. dental, psychiatric, and other consultations.

Informed consent standards apply to all examinations, treatments, and procedures. All entries must be maintained in a manner consistent with SOAP charting.

All health care records are the property of YS and shall remain with YS upon termination of the contract. The Contractor must follow all YS policies and procedures relating to access to and confidentiality of the health care records. Upon request, the Contractor will supply YS any and all records in the contractor's possession. A record of all services provided offgrounds must be incorporated into each youth health care record. All prior health care records must be incorporated into each youth health care record.

The Contractor shall ensure that its personnel document in the youth's health record all health care contacts in the proper format in accordance with standard health practice, ACA Standards, and any relevant YS policies and procedures.

The Contractor shall be responsible for the orderly maintenance and timely filing of all health information. The Contractor is prohibited from destroying, eliminating, or removing health information from the health/medical records.

The Contractor shall comply with HIPAA in every respect.

Length of Retention Period

- Unless otherwise specifically governed by YS policies and procedures, all health records shall be kept for a period of seven (7) years or for the period for which records of the same type must be retained by the State pursuant to statute, whichever is longer. All retention periods start on the first day after termination of the contract.
- 2) If any litigation, claim, negotiation, audit, or other action involving the records referred to has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the period specified for, whichever is later.
- 3) In order to avoid duplicate record keeping, YS may make special arrangements with the Contractor for YS to retain any records which are needed for joint use. YS may accept transfer of records to its custody when it determines that the records possess long-term retention value.
- 4) When records are transferred to or maintained by YS, the retention requirements of this paragraph are not applicable to the Contractor.

R. Telemedicine:

-On an as needed basis and with prior approval from YS, YS desires to use interactive audiovisual technology ('telemedicine") at all of its secure facilities. The goal in using telemedicine is to maintain youth's access to primary health services, maintain the quality and timeliness of primary, psychiatric, and specialty health services, and reduce the cost and disruption of transportation, as needed. The Contractor's use of telemedicine for clinical consultations shall be on a temporary basis, not to replace on-site health service requirement, but to maintain health services, with prior approval by YS.

The Contractor will be responsible for the cost of the consultations provided by telemedicine. Contractor will be responsible for the costs associated with acquiring the necessary telemedicine equipment at the institutions and maintaining the telemedicine communication system and equipment. YS will be responsible for paying for all telemedicine service line charges for calls related to provision of health care to YS' youth

2.5.2 Technical Requirements

Not applicable to this contract.

2.5.3 Project Requirements

YS encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor(s) must do to complete the Project satisfactorily. To this end, the Contractor(s) must submit the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Contractor(s) knowledge and approach. Specifically, the Contractor(s) must fully describe its approach, methods, and specific work steps for doing the Work and producing the Deliverables. The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done well. The Contractor(s) must also provide a complete and detailed description of the way it will do the work that addresses the areas of concern identified below.

YS seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the Contractor(s) would be prepared to quickly undertake and successfully complete the required tasks. The Contractor(s) work plan should clearly and specifically identify key personnel assignments and the number of hours by individual for each task. (NOTE: The staffing plan should be consistent with the Work plan). The Work Plan will become the Contractor(s) master plan to fulfill the Contract. It will incorporate other plans required by this contract. The Work Plan must be as complete as possible. It must:

- 1. Describe the Contractor(s) proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.
- Describe the methodologies, processes, and procedures the Contractor(s) proposed organization(s) would follow to do the Work.
- 3. Define the Contractor(s) quality review process and describe how communication and status review will be conducted between all parties.
- 4. Describe the Work reporting procedures required for the successful completion of the Work.
- 5. Address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

NOTE: Each of the above elements must be addressed separately and tabbed individually.

Operation and Implementation Plan:

Contractors must have all required services and staffing in place at the start of the contract and submit a plan of operation and implementation with a projected time line.

The Contractor shall establish a program for the provision of staffing and operation of health, mental/behavioral health, dental, network management, pharmacy, electronic medical record, and any claims management services for all facilities within the YS. The program is to meet constitutional and community standards, the standards of the American Correctional Association, Louisiana Statutes, and applicable policies, procedures, and directives regarding the provision of health services in YS. YS policy, procedure, or directive language will take precedence over the Contractor's policies and procedures in the event of any conflict between the two.

The Contractor must understand that the facilities are first charged with the responsibility for maintaining custody and security for youth. Therefore, the YS retain authority to assign youth to the most appropriate facility regardless of the preference of the Contractor.

Any person performing work under the contract(s) agrees to adhere to all YS procedures, policies, and codes of contact concerning fraternization and contact with youth. The Contractor shall ensure compliance with all applicable statutes, promulgated rules, and administrative directives pertaining to the delivery of health care services. The Contractor shall not employ health care professionals whose licenses or certifications restrict them from working inside correctional facilities.

The Contractor agrees at all times to comply with and observe all state laws and YS policies and procedures which are in effect during the period of the contract that may affect services or its conduct.

A. Off-Site Provider Network:

To ensure the Contractor's network is adequate to serve YS youth, the contractor will include written descriptions of the following:

- Establishment of a network of regional and tertiary care settings for outpatient specialty services.
- Establishment of a network of regional and tertiary care settings for inpatient care services.
- · Establishment of arrangements for local off-site emergency room services.
- Establishment of a process for managing prior approval for elective off-site medical transportation for outpatient care, for inpatient care (including mental health care when off-site inpatient mental health care placement is necessary), for placement at area hospitals, for placement at Departmental mid-level residential mental health treatment settings, and for placement at acute care mental health treatment units.
- Management of a prior approval process that typically completes generation of an approval or disapproval within 24 hours, provides retrospective approval of emergency travel within one business day, and provides a clear process for dispute management.

B. Utilization Management (UM) Program:

The Contractor must manage provision of services so as to avoid unnecessary off-site travel while insuring that necessary consultations and off-site services are provided. The contractor must describe, in detail, the process and criteria used in the Utilization Management Program.

The contractor requests that a Contractor has a formulary exception process established for the use of off formulary medication when necessary.

At a minimum, the following information must be provided to the YS:

- Monthly UM reports by facility identifying Youth ID, name, diagnosis, requested service (referral, on-site service, off formulary medication, etc.), approval or alternative action, and reason.
- Monthly report of alternative actions, by facility with full copies of all associated review materials. If the alternative action process has included conversations not reduced to writing, a summary of the information discussed in the phone conversation shall be included with the material describing the individual case.
- The YS Health Services Director shall be informed of alternative actions and discuss resultant concerns with the Contractor's medical director. If agreement cannot be reached, the YS Health Services Director's opinion shall prevail.
- YS requires that waiting lists be monitored through the quality assurance process.
 YS expects the Contractor to comply with the following maximum waiting periods (and reserves the right to establish additional maximums or modifications when necessary to assure good care):
 - From review of Heath Care Request Form (HCRF) to face to face triage (when indicated by routine health need) -no more than one working day.
 - Referral to a practitioner for routine care -one working week or less.
 - For review of HCRF routine dental request by dental professional one working week or less.

- For review of routine HCRF by member of the mental health staff -one working week or less.
- For appointment for routine mental health services (psychiatrist, advanced practice nurse, psychologist, etc.) -two working weeks or less.
- For appointment for routine eye examination with optometrists -within one month.

The Contractor is expected to meet these standards and to notify YS within one business day in writing when a facility's waiting list exceeds them.

YS reserves the right to require the Contractor to secure additional resources at all facilities, if necessary, to reduce the youths' appointment waiting time to an acceptable duration.

C. Oversight and Coordination:

The contractor shall describe how the program will be managed.

D. Quality Assurance Program:

The Contractor shall describe how it will implement and maintain a continuous quality improvement program (Quality Assurance Program) that incorporates clinical and non-clinical findings from the quality assurance committees and management reports. In addition, the program shall include review of critical incidents based upon frequency of occurrence and severity of impact. For example, a mortality review shall be conducted after any death and the findings communicated immediately to YS Central Office.

Contractors should define their peer review process, its purpose, and how the results will be shared with YS Central Office.

E. Medical and Nursing Services:

Whenever possible, services will be provided on-site at the health services unit (HSU). Depending upon the type and size of the HSU, various services will be provided on-site, consistent with service availability and economies of scale. (Note: Infirmary Services)

YS utilizes a written health care request form to permit youth to request health care services. These forms are collected daily and reviewed by professional nursing staff. After this review, youth are triaged to various health care professionals or provided with a written response appropriate to the described need and the existing health record information.

F. Receiving and Transfer Screening:

The delivery of healthcare for youth is initiated at the point of arrival or entry into the facility, at such time the intake health appraisal, dental and mental health screenings are completed. Youth are received at either of the two secure facilities.

A Receiving screening shall include:

- Initial Mental health screening
- Intake health appraisal

A Transfer screening occurs each time a youth transfers between YS facilities. The screening includes brief review of the health record and a face to face interview with the offender. The transfer screening must incorporate review of the problem list, treatment plan, tuberculosis .(TB) screen, age appropriate interventions, medication review, review of special needs, and

any other unique aspects of care. Orders and medications issued at one facility are considered valid at all facilities unless specifically discontinued by an authorized prescriber at the receiving facility.

The purpose of the transfer screening is to create a check and balance system designed to maintain a youth specific appropriate continuum of care. When the nurse's transfer screening identifies a problem or a question, consultation with the practitioner -either on site or on call -should occur immediately. This process is similar to the required immediate review that should occur upon return from any outside medical facility.

An explanation of procedures for accessing health and dental services shall be provided to youth verbally and in writing upon their arrival to the facility. The Contractor shall develop a procedure to ensure the transfer of pertinent medical information to emergency facilities, outside specialty consultants, and for youth who are transferred to other state facilities.

When youth are transferred to other YS facilities, the medical record shall be transferred with them in a sealed container marked confidential unless there is an electronic health record that will be available at the receiving facility:

Service Lists upon Transfer between Facilities:

The Contractor must develop a procedure to ensure that adequate communication occurs between health professionals to assure continuity of care. Any youth on a service list at their former facility shall be prioritized for services based on need and seen timely at the new facility. In the work plan, the contractor should describe the process that will be used so that service list status "follows" the youth to the new facility.

G. Periodic Health Screening:

The Contractor will provide annual health screenings in accordance with YS directives. This includes "A" and "B" recommendations by the United States Preventive Services Task Force as modified for correctional application, and includes review of problem lists and treatment plans for completeness and appropriateness. At certain points during confinement, charts must be reviewed to insure that necessary services are being provided.

H. Employee Health:

The expectations of the Contracted Healthcare Provider in the employee health program include:

- Urine Drug Screening (Pre-employment, Random, and Probable Cause)
- TB Skin Testing (Pre-employment and Annual)
- Breath Alcohol Testing
- · Pre-employment physical examinations for direct care workers
- Immediate response and referrals for medical emergencies at the facility
- Appropriate documentation and completion of records and forms (actual records are maintained in a separate file by the YS human resources offices)

I. Youth Health Education:

General health education must be offered to youth. Topics shall include, but not necessarily be limited to, nutrition, sexually transmitted diseases, infectious diseases such as TB, Hepatitis C, Hepatitis B, and HIV, smoking, chronic disease, and oral health.

J. Health Call:

Health call is a system that allows ambulatory youth with health care concerns or requests to receive medical evaluation and treatment in a clinical setting for non-emergency illness or

injury. The health call shall be conducted by an on-site registered nurse, mid-level practitioner, or physician and shall include diagnosis, treatment, and referral services as appropriate. In conducting health call, health care staff may utilize triage protocols and shall ensure that all appropriate assessment, treatment, and follow-up care are provided. All youth are to be seen at health call for initial review within 24 hours of their submission of a request for health services. All youth, regardless of housing areas, shall have access to health call and receive an assessment performed by the nursing staff and appointments scheduled with practitioners based upon the

Nurse's assessment: Nursing staff shall work within their scope of practice according to the Louisiana State Board of Nurses.

K. Other Requirements:

YS shall ensure compliance with all applicable statutes, policies and procedures, and administrative directives pertaining to the delivery of health care services.

Health care is provided according to standards of care for juvenile populations. In juvenile facilities, health care is provided as part of a collaborative continuum of care that includes treatment teams, intensive case management, and a therapeutic environment focused on rehabilitation and habilitation.

In addition to direct service provided, it is critical that the contractor implement data and reporting systems that allow YS to monitor care delivery, contract compliance, and performance outcome measurements. The contract will specify performance criteria that must be met. Methods that result in cost-effective service provision are of particular interest, especially in the areas of transportation costs incurred for patient transport for off-site care and health record management.

YS has specific expectations regarding programming and delivery of health and mental health care services that are unique to the juvenile population. This section provides an overview of requirements.

The juvenile facilities have smaller juvenile populations and approach treatment and programming utilizing an interdisciplinary treatment team model. This model requires a collaborative relationship; participation on treatment planning teams (creating and implementing Master Reintegration Plans); intensive levels of services; and a need for crisis intervention, therapy, and related activities.

The following information identifies key considerations of services that the Contractor must take into account.

- Adequacy of hours and resources to meet all administrative requirements and of documentation to achieve and/or maintain accreditation
- Completion of required tracking for pharmacy, statistical reporting, bill review, and any other reporting requirements
- Completion of responsibilities for the Quality Assurance Program including conducting audits and tracking information
- · Responsibility for orientation of Contractor employees and subcontractors
- Tailoring information requests and reports to reflect juvenile care delivery and emerging issues
- Expectations of the health and mental health care delivery system include the following:
- Access to physicians, psychiatrists, and psychologists with experience in working with juvenile populations

- Availability of inpatient mental health beds for acutely mentally ill juvenile offenders
- Broad involvement of clinical staff in treatment planning and programming
- Major emphasis on training including hygiene and adolescent development, as well as, more traditional health and mental health care education
- Recognition of and ability to respond to unique requirements of juvenile populations, including occasional therapeutic restraint usage and occasional involuntary medication
- Adequate hours allotted to manage medications including chart and medication reviews
- A back-up plan for coverage at intake facilities to meet rapid turnaround times at juvenile facilities
- Provision of on-site dental care including preventive services appropriate for adolescents
- Psychiatrist hours at each juvenile facility
- With the strong focus and emphasis on counseling services in the YS, the Contractor's psychologists will require specific levels of involvement in the treatment process. Minimally, psychologists will be involved in the following areas:
 - a. Providing clinical oversight to Bachelor and Master level clinicians
 - b. Assisting in program development and evaluation
 - c. Serving as a training resource for facilities
 - d. Providing direct services to youth with serious mental health needs
- A system of technical and medical support, as well as professional staff development.
- The Contractor must demonstrate recruiting and retention capabilities.
- The Contractor must have experience proven effectiveness in administering a correctional health program in a correctional facility for youth.
- The Contractor must demonstrate their ability for processing and handling bill payment services with a history of timely bill payments to current subcontractors and contractors.
- The Contractor must demonstrate recent experience in achieving and maintain ACA accreditation in correctional facilities.
- The Contractor must identify all current contracts.
- The Contractor must include a description of all legal action -- pending or in the past five years -- that resulted in a decision against the contractor, or any legal action against any other company that has occurred as a result of business association with a Contractor.
- Identify contracts that the contractor has terminated in the last three (3) years.

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ATTACHMENT III: SALARY CHART

SALARY CHART	FTE	Low	High
Health Services Administrator (H.S.A.)	3.000	\$50.16	\$58.52
Director of Nurses (Charge RN)	6.100	\$47.63	\$55.56
Administrative Assistant	4.000	\$23.59	\$27.52
RN	21.400	\$40.44	\$47.18
LPN	11.800	\$30.58	\$35.68
Nurse Practitioner	2.400	\$60.84	\$70.98
Optometrist	0.300	\$119.72	\$139.67
Physician	0.625	\$138.05	\$161.06
Psychiatrist	1.550	\$169.71	\$198.00
Psychology	1,700	\$62.78	\$73.25
Dentist	0.550	\$125.99	\$146.98
Mental Health Coordinator	3.000	\$41.72	\$48.67
Mental Health Professional	11.400	\$36.37	\$42.43
Substance Abuse Counselor	0.500	\$26.83	\$31.30
Total	68.325		

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Pricing Forms Following Acadiana Opening

Page 75 of 79

FACILITY NAME		FY 2024	TOTAL COST for FY 24
Bridge City Center For Youth	Per Capita	\$86.01	\$2,637,191
Max Youth: 84	Total Cost	\$2,637,191	
Swanson Center for Youth	Per Capita	\$114.22	\$3,752,054
Max Youth: 90	Total Cost	\$3,752,054	·
Columbia Center for Youth	Per Capita	\$45.55	\$797,987
Max Youth: 48	Total Cost	\$797,987	
Acadiana Center for Youth	Per Capita	\$90.22	\$2,371,029
Max Youth: 72	Total Cost	\$2,371,029	
Acadiana Center for Youth-St. Martinville	Per Capita	\$58.36	\$766,887
Max Youth: 36	Total Cost	\$766,887	
Bridge City Center for Youth-West Feliciana	Per Capita	\$135.37	\$2,025,795
Max Youth: 41	Total Cost	\$2,025,795	an a sasa na mana manda kan sabuma na mana na manga sanana mana na sa
ANNUAL COST:		\$12,350,943	\$12,350.943

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Comprehensive Break Down by Service Center	FY 2024	TOTAL
Medical Services	\$6,719,157	\$6,719,157
Pharmacy	\$846,289	\$846,289
Telemedicine	\$32,280	\$32,280
Mental Health	\$3,412,176	\$3,412,176
Emergency/Ambulance Services	\$5,432	\$5,432
Health Care Equipment Fund	\$125,771	\$125,771
Electronic Medical Records	\$27,834	\$27,834
Dental	\$215,968	\$215,968
Administrative Overhead	\$579,725	\$579,725
Substance Abuse Treatment	\$57,263	\$57,263
ACA Accreditation	\$0	\$0
Profit	\$329,046	\$329,046
ANNUAL COST.	\$12,350,943	\$12:350,943

	ATTACHMENT IV: PR	ICING FORM	ns	
Comprehensive Health Services Popula Contractor shall include this page sepa	ition Revenue Adjustment Per Ca rately for each facility and each f	ipita - By Fac iscal year.	cility increase	
FISCAL YEAR:		<u>2024</u>	FACILITY:	Bridge City Center for You
Per-Youth-Per-Day-Base Cost:		\$86.01	Total Cost for this FY:	\$2,637,191
POPULATION INCREASE % AMOUNT	INCREASE PER CAPITA			
10%	\$0.45			
20%	\$0.45			
30%	\$0.45	*		
40%	\$0.45	*		
<u> </u>	\$0.45 \$0.45			
70%	\$0.45 \$0.45			
80%	\$0.45			
90%	\$0.45	•		
100%	\$0.45	*		
er-Youth-Per-Day-Base Cost:		\$114.22	Total Cost for this FY:	
		<u> </u>		\$3,752,054
POPULATION INCREASE % AMOUNT	INCREASE PER CAPITA			
AMOUNT 10%	\$0.45			
AMOUNT 10% 20%	\$0.45 \$0.45	*		
AMOUNT 10% 	\$0.45 \$0.45 \$0.45 \$0.45	*		
AMOUNT 10% 20%	\$0.45 \$0.45	*		
AMOUNT 10% 20% 30% 40%	\$0.45 \$0.45 \$0.45 \$0.45 \$0.45			
AMOUNT 10% 20% 30% 40% 50%	\$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45			
AMOUNT 10% 20% 30% 40% 50% 60% 70% 80%	S0.45	* * *		
AMOUNT 10% 20% 30% 40% 50% 60% 70% 80% 90%	\$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45		•	
AMOUNT 10% 20% 30% 40% 50% 60% 70% 80%	S0.45	* * *	•	
AMOUNT 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%	\$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45		ity Increase	
AMOUNT	\$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45		ity Increase FACILITY:	
AMOUNT	\$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45 \$0.45			
AMOUNT 10% 20% 30% 40% 50% 60% 70% 80% 90% 100% Comprehensive Health Services Populat SCAL YEAR: ar-Youth-Per-Day-Base Cost: POPULATION INCREASE % AMOUNT	S0.45 S0.45 </td <td></td> <td>FACILITY:</td> <td><u>Columbia Center for Youth</u></td>		FACILITY:	<u>Columbia Center for Youth</u>
AMOUNT 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%	S0.45		FACILITY:	<u>Columbia Center for Youth</u>
AMOUNT 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%	S0.45		FACILITY:	<u>Columbia Center for Youth</u>
AMOUNT 10% 20% 30% 40% 50% 60% 70% 80% 90% 100% SCAL YEAR: ar-Youth-Per-Day-Base Cost: POPULATION INCREASE % AMOUNT 10% 20% 30%	S0.45		FACILITY:	<u>Columbia Center for Youth</u>
AMOUNT 10% 20% 30% 40% 50% 60% 70% 80% 90% 100% SCAL YEAR: POPULATION INCREASE % AMOUNT 10% 20% 30% 40%	S0.45		FACILITY:	<u>Columbia Center for Youth</u>
AMOUNT 10% 20% 30% 40% 50% 60% 70% 80% 90% 100% SCAL YEAR: POPULATION INCREASE % AMOUNT 10% 20% 30% 40% 50%	S0.45		FACILITY:	<u>Columbia Center for Youth</u>
AMOUNT	S0.45		FACILITY:	<u>Columbia Center for Youth</u>
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AMOUNT 10% 20% 30% 40% 50% 60% 70% 80% 90% 100% 20% 100% 20% 100% POPULATION INCREASE % AMOUNT 10% 20% 30% 40% 50%	S0.45		FACILITY:	<u>Columbia Center for Youth</u>



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	ATTACHMENT IV: PR	acing Forn	45	
Comprehensive Health Services Popula	ation Revenue Adjustment Bor C	onito Du Co.		
Contractor shall include this page sepa	rately for each facility and each	apita – by rai fiscal vear.	any increase	
FISCAL YEAR:		<u>2024</u>	FACILITY:	Acadiana Center for Youth
Per-Youth-Per-Day-Base Cost:		\$90.22	Total Cost for this FY:	\$2,371,029
POPULATION INCREASE %				
AMOUNT	INCREASE PER CAPITA	A		
10%	\$0.45			
20%	\$0.45			
30%	50.45			
40%	\$0.45			
50%	\$0.45			
60%	\$0.45	•		
70%	\$0.45			
80%	\$0.45			
90%	\$0,45	*		
100%	\$0.45			
Comprehensive Health Services Popula	tion Revenue Adjustment Per Ca	pita - By Fac	ility Increase	
	-	•	•	
ISCAL YEAR:		2024	FACILITY:	Acadiana Center for Youth-
				St. Martinsville
or Vouth Box Dou Boon Contr				
er-Youth-Per-Day-Base Cost:		\$58.36	Total Cost for this FY:	\$766,887
POPULATION INCREASE %				
AMOUNT	INCREASE PER CAPITA			
20%	\$0.45			
30%	\$0.45			
	\$0.45	<u> </u>		
40%	\$0.45			
50%	\$0.45			
60%	\$0.45	*		
70%	\$0.45	*		
80%	\$0.45			
90%	\$0.45	*		
100%	\$0.45			
omprehensive Health Services Populat	ion Revenue Adjustment Per Caj	oita - By Faci	lity Increase	
SCAL YEAR:		2024	EACH ITY.	Bridge City Coster for Vouth
SUAL FEAR:		2024		Bridge City Center for Youth- West Feliciana
				West Feliciana
er-Youth-Per-Day-Base Cost:	1	\$135.37	Total Cost for this FY:	\$2,025,795
-				
POPULATION INCREASE %	INCREASE PER CAPITA			
AMOUNT	INCREASE PER CAPITA			
10%	\$0.45]		
20%	\$0.45			
30%	\$0.45]•		
40%	\$0.45			
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60%				
60% 70%	\$0.45			
60% 70% 80%	\$0.45 \$0.45			
60% 70%	\$0.45			



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