



REQUEST FOR PROPOSAL

PROPOSAL NUMBER: 2010-0520 IH
ISSUE DATE: April 23, 2010
TITLE: Inmate Healthcare Services
FOR: LINCOLN COUNTY DETENTION CENTER

ISSUING AGENCY: LINCOLN COUNTY MANAGER' OFFICE
C/O JOHN ISENHOUR, CLGPO
PURCHASING OFFICE
THIRD FLOOR CITIZENS CENTER
115 WEST MAIN STREET
LINCOLNTON, NC 28092
Phone: 704-736-8478 Fax: 704-735-0273
Proposal Due Date: 2:00 PM, Thursday, May 20, 2010

Lincoln County requests sealed proposals for a comprehensive, health care delivery system at the Lincoln County Detention Center, located at 700 John Howell Memorial Drive, Lincolnton, North Carolina. This facility (the "Jail") houses both male and female detainees and some sentenced inmates, generally having sentences of less than three (3) months. The average daily population of the Jail over the past 12 months has been one hundred twenty (120), and the average length of stay for inmates is twelve and one-tenth (12.1) days. The Lincoln County Sheriff's Office has requested in their 2011-2012 budget the addition of staff to establish a pre-trial release officer. With the unknown approval of this position the proposal shall provide pricing based on two tiers of average daily population for the next year. Tier one (1) shall provide for an average daily population of one hundred (100) inmates. Tier two (2) shall provide for an average daily population of one hundred twenty (120) inmates.

To be considered a valid proposal, each organization submitting a proposal (“Proposer”) must assure receipt by Lincoln County of one original proposal and one duplicate in a sealed envelope to the following address not later than:

2:00 p.m. local time, Thursday, May 20, 2010

LINCOLN COUNTY MANAGER’S OFFICE
C/O JOHN ISENHOUR PURCHASING AGENT
THIRD FLOOR CITIZENS CENTER
115 WEST MAIN STREET
LINCOLNTON, NC 28092
PHONE: (704) 736-8478
FAX: (704) 735-0273

**The outer envelope shall contain the following:
2010-0520 IH
Inmate Healthcare Services**

It is the intent of Lincoln County to award a health care contract for a one-year term beginning July 1, 2010 and ending June 30, 2011. Lincoln County shall include in the contract a right to extend the term of the contract for up to four additional one-year terms.

Lincoln County or their Governing Board reserve the right to accept or reject any or all proposals, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Lincoln County will not pay for any information herein requested, nor will Lincoln County be responsible for any costs incurred by the Proposer. All proposals shall become the property of Lincoln County upon submission. Lincoln County reserves the right to negotiate the final price subsequent to the submission of proposals, from the selected qualified Proposers.

Questions concerning this RFP must be directed to:

JOHN ISENHOUR PURCHASING AGENT
THIRD FLOOR CITIZENS CENTER
115 WEST MAIN STREET
LINCOLNTON, NC 28092
PHONE: (704) 736-8478
FAX: (704) 735-0273
jisenhour@lincolncounty.org

Request to tour the facility must be directed to:

Lt. Mark Eakers
Lincoln County Sheriff’s Office
704-736-4814

The selection of a winning Proposer for contract will be made using the following three-step process:

1. In order to be initially selected, the Proposer(s) must meet the "Minimum Qualifications of the Proposers" as included in this RFP, and their proposal must satisfy both the "Mandatory Requirements For All Proposals" and the "Objectives of the RFP", also contained in this RFP.
2. After the conditions outlined in #1 are met, Proposer(s) will be ranked based on the quality of the response to this RFP, experience in jails of like size and complexity, price, and references.
3. One or more of the Proposers may be invited to make oral presentations to a selection committee or to the Council/Commissioners, or to answer questions.

If a final award is made, such award will be made to the Proposer who meets the above stated selection sequences and is judged best able to provide a health care delivery system at the Jail.

Proposals which do not meet the mandatory requirements will be considered non-compliant and rejected. After the evaluation of the proposals and the selection of the successful contractor, all Proposers will be notified in writing of the selected firm.

OBJECTIVES OF THIS RFP

Each response will be evaluated as to its achievement and compliance with the following stated objectives:

1. To deliver high quality health care services that can be audited against established standards.
2. To operate the health care program in a cost-effective manner with full reporting and accountability to the Jail Administrator, the Sheriff (or Jailer) and Lincoln County.
3. To operate the health care program at staffing levels agreed-to, and use only licensed, certified and professionally trained personnel.
4. To implement a written health care plan with clear objectives, policies, and procedures.
5. To maintain an open and cooperative relationship with the administration and staff of the Jail.

6. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
7. To operate the health care program in a humane manner with respect to the inmate's right to basic health care services.
8. To provide for a fair and objective evaluation of proposals that will result in a mutually satisfactory contract between the successful Proposer and Lincoln County.

MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

Lincoln County requires that any Proposer meet the following minimum qualifications. Failure to meet each of these qualifications may result in the Proposer's disqualification.

1. The Proposer must be organized and existing for the primary purpose of providing correctional health care services, and must currently have active contract relationships with at least five (5) county jails.
2. The Proposer must have at least five (5) continuous years of corporate experience in administering correctional health care programs.
3. The Proposer must carry professional liability insurance in an amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. This insurance must cover the Proposer organization and all of its employees, and Proposer must provide proof of the same level of coverage for sub-contractors used. A certificate of insurance naming Lincoln County as additionally insured must be submitted prior to execution of any contract. This certificate must name Lincoln County as an additional insured party. A sample certificate showing actual coverage limits must be submitted with the proposal.
4. Proposer must also provide general liability insurance coverage of at least \$1 million combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A sample certificate showing actual coverage limits must be submitted with the proposal.
5. The Proposer must demonstrate its ability to provide a health care system specifically for a correctional facility like Lincoln County Jail. It must be able to demonstrate that it can complete the start up process in 30 days from the contract award date, and that it has a proven system of recruiting staff and adequate support staff in its central office capable of competently supervising and monitoring its operation.

MANDATORY REQUIREMENTS FOR ALL PROPOSALS

With the exception of the Cost –Bid Sheet the proposals need not be in any particular form. All proposals, however, must contain the following special information:

1. All proposals must contain sufficient information concerning the Inmate Health Care Program that the County representatives may evaluate whether or not the Proposer meets "Minimum Qualifications for All Proposers".
2. All proposals must list by name, address and administrator name (with phone number) at least five (5) county jails where Proposer is providing medical care and the length of time each contract has been in effect. This list will be used as a source of references for the Proposer.
3. Certificate of Insurance naming Lincoln County as additional insured per the insurance requirements listed in the minimum qualifications for vendors.
4. A statement that the policies and procedures for the medical program will be developed by the Proposer and will be based on the standards developed by the National Commission on Correctional Health Care (NCCHC).
5. All proposals must contain a full and complete staffing plan with a statement as to the staff positions and titles, and the number of actual hours per week to be worked on-site at the jail. Also, the proposal must state clearly how any temporary vacancy will be handled, and whether each scheduled shift will be worked during such vacancy.
6. The proposer shall describe how they will provide the necessary qualified employees and the availability of qualified employees for the inmate population as previously described. The proposer shall also have staff available to expand services as/when required.
7. The proposal must explain in detail how medical care for inmates at the Jail will be delivered.
8. All proposals must contain a specific annualized price for a base population of up to one hundred thirty (130) inmates for all medical care rendered under the resulting contract, taking into account the requirements of #10 below. Provider may state one annualized price for one year of the contract and a monthly price. The provider shall list price escalation factor for subsequent year(s). Any other exceptions to the specific price shall be stated, such as per diem charge for an increase/decrease in average daily population above the base level.
9. Each proposal shall describe how billing to the Lincoln County will be handled. Lincoln County's payment terms are net 30 day after receipt of invoice.

10. Lincoln County is willing to share responsibility for the costs of medical care in certain specific cost categories in order to assist the Proposer in predicting its costs and potential liabilities. All proposals must specifically state these limits of responsibility so proposed, and how Lincoln County would share in these costs after the cost limits have been reached.

The specific item or classification of cost and the assigned responsibility for covering the cost for each item should be explained fully. The following listing should be used for a checklist. Any item not explained, with respect to which contracting party is responsible for the cost, will be assumed to be an additional cost to the County, and thus added to the total cost of contracting with that Proposer. The line items or categories of costs are listed below:

- a. Nurse wages and benefits
- b. Physician medical director on-site
- c. Any other on-site program provider (Dentist, etc.)
- d. Policies and Procedures development
- e. medical supplies
- f. minor equipment (over \$500 per single item or unit)
- g. repairs on existing equipment
- h. over-the-counter medications
- i. clinical lab procedures
- j. office supplies
- k. folders and forms
- l. travel expenses
- m. long-distance phone calls
- n. publications and subscriptions
- o. any necessary pharmacy licenses/permits
- p. medical hazardous waste disposal
- q. all required insurance as specified in this RFP
- r. administrative services (cell phone, fax machine, internet connection, etc.)
- s. training for officers in the jail on various topics
- t. all other specific on-site medical services
- u. off-site medical services
- v. on-site mental health services
- w. off-site mental health services
- x. x-ray services on-site
- y. x-ray services off-site
- z. on-site dental services
- aa. off-site dental services
- bb. formulary prescription medications for county inmates
- cc. non-formulary prescriptions medications for county inmates

Each line item above must be assigned to a responsibility either for Proposer to pay, County to pay, or **Proposer to pay with limitations, and if limited, then a reference to the proposal section where the limits are explained.**

11. In order to better understand all of the working terms being proposed, the Proposer shall provide with its response to this RFP a sample contract for consideration, in case the Proposer should be awarded the contract.
12. Proposer must be willing to sign a contract within 10 days of contract award date and be ready to begin services within 30 days of the contract award date.

SCOPE OF CONTRACT

The Proposer who is selected to provide the services described in this RFP (hereinafter "Provider") shall be the sole supplier and/or coordinator of the health care delivery system at the contracted Lincoln County facility, (the "Jail". Provider shall be responsible for all medical care for all inmates at the Jail. The term "medical care" includes both "mental health care" as well as "dental care". This responsibility of Provider for the medical care of an inmate commences with the commitment of the inmate to the custody of the administration of the Jail and ends with the discharge (or temporary release) of the inmate from the custody of the County at the Jail.

Inmates housed in jails not covered under the terms of this RFP, or the resulting contract, will not be included in the Provider's responsibility while they are housed at other facilities or while being transported. Inmates held in the Jail for other jurisdictions such as other counties or the US Justice Department will be included in the count, and the on-site care for these inmates will be the responsibility of the Provider for nursing and physician care, any supplies used, and for over-the-counter medications. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays, dental procedures, and all off-site medically related consultations and procedures will be billed back to the originating agency, either by the County, the actual community agency providing the care, or by the Provider.

SPECIFICATIONS

The winning Proposer hereafter referred to as "Provider", will operate under the following Specifications with regard to the resulting contracted program, unless other terms are agreed-to by each of the parties.

1. Health care services must be provided in substantial compliance with the Jail Health Standards, 2008 Edition, published by the National Commission on Correctional Health Care (NCCHC).
2. Provider shall have a nurse on site as listed below:

- a. Monday thru Friday for 12 hour shifts and shall be available for dispensing of am and pm medications.
 - b. Saturday and Sundays the nurse shall be available for dispensing of am and pm medications.
 - c. Nurse shall be available on site upon request by authorized detention personnel for **Emergency** situations seven (7) days per week, twenty-four (24) hours per day.
 - d. Response time for call back shall be one hour or less
3. **As options** the provider shall provide pricing for additional services as listed below:
 - a. 24 hour on site coverage for Monday thru Friday
 - b. 12 hour on site service for Saturday and Sunday
 - c. 24 hour on site service for Saturday and Sunday
4. Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract. All medical staff providing services under this contract must be licensed to practice in the State of North Carolina.
5. Provider shall review the Receiving Screening form that is completed by officers on all new commitments to the Jail within twenty-four (24) hours of arrival at the Receiving facility. Such review shall be conducted by a licensed medical professional.
6. The Receiving Screening should include all elements covered by Standard J-30 of the Standards for Health Services in Jails, 2008 Edition, published by the National Commission on Correctional Health Care (NCCHC).
7. A standard form will be used for purposes of recording the information of the Receiving Screening and will be included in the health record of the inmate.
8. Provider shall perform a comprehensive Health Assessment on any inmate within fourteen (14) calendar days (or such other stricter time limit as required by statute or controlling authority) of the arrival of the inmate at the Jail. Such assessment shall be performed by a qualified medical professional.
9. Provider shall identify the need, schedule, and coordinate all non-emergency and emergency medical care rendered to inmates inside or outside the Jail, and pay for such care unless limited as to payment responsibility.
10. Provider shall identify the need, schedule, and coordinate any hospital care of any inmate of the Jail, and pay for such care unless limited as to payment responsibility. This shall include all institutional charges, physician charges and

- any and all additional charges for medical care. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.
11. Provider shall identify the need, schedule, and coordinate all physician services rendered to inmates inside or outside the Jail, and pay for such care unless limited as to payment responsibility. At a minimum, Provider shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or another covering physician shall be on call to the nurse seven (7) days per week, twenty-four (24) hours per day for emergency situations.
 12. Provider shall identify the need, schedule, and coordinate all supporting diagnostic examinations, both inside and outside the Jail, and pay for such care unless limited as to payment responsibility. This includes laboratory testing procedures.
 13. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.
 14. Provider shall identify the need, schedule, and coordinate mental health services rendered to inmates inside the Jail, and pay for such care unless limited as to payment responsibility. The cost of court-ordered evaluations and any inpatient hospital commitments at a state facility will not be a part of the provider responsibility.
 15. Provider shall provide the dental program for the entire inmate population. Dental screening shall be given to all inmates within fourteen (14) calendar days of his or her admission to the Jail.
 16. Provider shall provide a total pharmaceutical system for the Jail beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The Provider shall be responsible for the costs of all drugs administered, unless limited as to payment responsibility.
 17. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Jail.
 18. Provider shall provide and pay for all equipment and supplies (or specify otherwise) that are used in the health care delivery system being proposed for the Lincoln County Facility.

19. Provider shall maintain complete and accurate medical and dental records separate from the Jail confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Provider shall provide the Sheriff or his/her representative with access to such records and, upon request, provide copies.
20. Provider shall provide a consultation service to the Sheriff and/or his or her representative on any and all aspects of the health care delivery system at the Jail, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, and on any other matter relating to this contract upon which Lincoln County seeks the advice and counsel of the Provider.

GENERAL CONDITIONS

1. The duration of this contract shall be from July 1, 2010, until June 30, 2011. Thereafter, this contract may be extended, upon agreement of the parties, for up to four one-year terms.
2. The health care delivery system must conform to State standards for medical services provided in correctional institutions as established by the Department of Corrections or other appropriate State authority, or by statute. The system must be in substantial conformance with the Jail Health Standards, 2008 Edition, developed by the National Commission on Correctional Health Care (NCCHC).
3. Provider shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. Provider shall be required to render emergency care at any location on Jail property.
4. Provider shall have no responsibility for security at the Jail or for the custody of any inmate at any time, such responsibility being solely that of the Jail. Provider shall have sole responsibility in all matters of medical, mental health and dental judgment. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff or his/her representative shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with the Sheriff or his/her representative whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical, mental health or dental judgment are still the responsibility of the Provider.
5. Provider shall indemnify and hold harmless Lincoln County and its agents, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities in connection with the provision of its services at the Jail.

6. Provider shall have professional liability insurance coverage with limits of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate under such coverage. This insurance shall specifically cover provider and the services provided under this contract. Evidence of such insurance shall be presented to the County prior to the execution of the contract. Failure to maintain such insurance shall be grounds for immediate termination of this contract.
7. Provider must also provide general liability insurance coverage of at least \$1 million combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A certificate of insurance naming Lincoln County as additionally insured must be submitted prior to execution of any contract. A sample certificate showing actual coverage limits must be submitted with the proposal.
8. Policies and Procedures of the Provider relating to medical care are to be established and implemented solely by the Provider. In areas that impact upon the security and general administration of the Jail, the Policies and Procedures of the Provider are subject to review and approval of Lincoln County. The Sheriff or his/her designee retains the right to review and approve Policies and Procedures of the Provider in any area affecting the performance of his responsibilities under law.
9. Either party to the contract may terminate the Agreement without cause by giving at least 60 days written notice to the other party.
10. Neither the obligations nor the rights of the Provider under any resulting contract may be assigned by the Provider without the express written consent of Lincoln County, whose consent shall not be unreasonably withheld.
11. The resulting contract shall be governed by and construed according to the laws of the State of North Carolina and Lincoln County.

AWARD OR REJECTION

1. All qualified proposals will be evaluated and award made to that Offeror whose proposal is deemed to be the most advantageous to the County. The County reserves the unqualified right to reject any or all offers, waive any informality in the proposal and unless otherwise specified by the Offeror, to accept any item or part of the proposal if determined to be in the best interest of the County.



EXECUTION OF PROPOSAL

TITLE: Inmate Healthcare Services
FOR: LINCOLN COUNTY DETENTION CENTER
PROPOSAL NUMBER: 2010-0520 IH

Certification: By executing this proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class 1 felony.

FIRM NAME: _____

ADDRESS: _____
CITY STATE ZIP CODE

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

**THIS PAGE MUST BE COMPLETELY FILLED OUT, SIGNED AND RETURNED
WITHIN YOUR TECHNICAL PROPOSAL.**

Failure to include this information in the technical proposal may disqualify an Offeror as a potential Contractor



Bid Sheet

Tier 1 (based on average daily population of 100 inmates)

Cost per Year: \$ _____ Cost per Month: \$ _____

Tier 2 (based on average daily population of 120 inmates)

Cost per Year: \$ _____ Cost per Month: \$ _____

Per Diem charge: Increase \$ _____ Decrease \$ _____

Price Escalation Factor for Year #2 _____

Price Escalation Factor for Year #3 _____

Price Escalation Factor for Year #4 _____

Price Escalation Factor for Year #5 _____

Options:

A) 24 hour on site coverage for Monday thru Friday: \$ _____

B) 12 hour on site service for Saturday and Sunday: \$ _____

C) 24 hour on site service for Saturday and Sunday: \$ _____

Note: See next page for cost sharing

Firm Name: _____

Date: _____ Signature: _____



Cost Sharing

Service	Yes No	If Yes Explain
Nurse wages and benefits		
Physician medical director on-site		
Any other on-site program provider (Dentist, etc.)		
Policies and Procedures development		
medical supplies		
minor equipment (over \$500 per single item or unit)		
repairs on existing equipment		
over-the-counter medications		
clinical lab procedures		
office supplies		
folders and forms		
travel expenses		
long-distance phone calls		
publications and subscriptions		
any necessary pharmacy licenses/permits		
Medical hazardous waste disposal		
all required insurance as specified in this RFP		
administrative services (cell phone, fax machine, internet connection, etc.)		
training for officers in the jail on various topics		
all other specific on-site medical services		
off-site medical services		
on-site mental health services		
off-site mental health services		
x-ray services on-site		
x-ray services off-site		
on-site dental services		
off-site dental services		
formulary prescription medications for county inmates		
non-formulary prescriptions medications for county inmates		