



**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE INMATE MEDICAL SERVICES
At the Jasper County Detention Center
In Ridgeland, SC**

RFP Issued: May 17, 2019

Questions Due: May 27, 2019 at 5:00 pm local time

Proposals Due: June 13, 2019 at 2:00 pm local time

The Jasper County Council is seeking sealed proposals for a comprehensive, health care delivery system at the Jasper County Detention Center, located at 12008 N Jacob Smart Blvd in Ridgeland, South Carolina. This facility (the "Jail") houses both male and female detainees and some sentenced inmates, generally having sentences of less than 3 months.

To be considered a valid proposal, each organization submitting a proposal ("Proposer") must assure receipt by Jasper County of one original proposal and three duplicates at the following address not later than 2 p.m. local time, Thursday, June 13, 2019:

Kimberly Burgess, Director of Administrative Services
Jasper County
358 Third Avenue, P O Box 1149
Ridgeland, SC 29936

Phone: (843) 717-3692 (for delivery)

It is the intent of Jasper County to award a health care contract for a three-year term beginning sixty days after Jasper County Council approval and ending three years after that date. Jasper County intends to include in the contract a right to automatically extend the term of the contract for two additional one-year terms, provided such extensions are in the best interests of the parties.

Jasper County reserves the right to reject, in whole or in part, any and all proposals received by reason of this Request for Proposals (RFP). Jasper County will not pay for any information herein requested, nor will Jasper County be responsible for any costs incurred by the Proposer. All proposals shall become the property of Jasper County upon submission. Jasper County reserves the right to negotiate the final price subsequent to the submission of proposals, from the selected qualified Proposers.

Questions

Questions concerning this RFP and any request to tour the facility must be directed to:

Arthur Benjamin, Detention Center Director
12008 N Jacob Smart Boulevard
Ridgeland, SC 29936
Phone: (843) 717-3300

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 Jasper 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 Jasper County.

Pre-Proposal Conference

A MANDATORY pre-proposal conference is scheduled to respond to all inquiries with regards to this project and will be held at **2:00 PM, Local Time, Wednesday, May 29th** at the Jasper County Detention Center, located at 12008 N. Jacob Smart, Blvd., Ridgeland, South Carolina. An onsite tour will immediately follow the conference. The pre-proposal conference will be the only opportunity for prospective vendors to visit the facility(s).

Selection Process

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. The County reserves the right to award the bid to the Proposer who best fits the needs of the County, this may or may not be the lowest bidder.

Any and all exceptions taken by the Proposer must be listed and prominently displayed in proposal materials.

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.

FACILITY INFORMATION

The facility (the "Jail") houses both male and female detainees and some sentenced inmates, generally having sentences of less than 3 months. The average daily population of the Jail over the past 12 months has been 85, and the average length of stay for inmates is 30 days. The proposal should be based on an average daily population of 85 for the next year. The inmate population is comprised of approximately 70 male inmates and 25 female inmates.

MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

Jasper 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 in the state of South Carolina.
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 \$5,000,000 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 Jasper County as additionally insured must be submitted prior to execution of any contract. This certificate must name Jasper 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. Proposer must also provide worker's compensation insurance coverage meeting the requirements of the Worker's Compensation laws of the State of South Carolina. A sample certificate showing actual coverage limits must be submitted with the proposal.
6. The Proposer must demonstrate its ability to provide a health care system specifically for a correctional facility like Jasper County Jail. It must be able to demonstrate that it can complete the startup process in 30-45 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

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" and the "Specifications"
2. All proposals must list by name, location and administrator name (with phone number) at least five correctional institutions 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. 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).
4. 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.
5. The proposal must explain in detail how medical care for inmates at the Jail will be delivered.
6. All proposals must contain a specific annualized price for a base population of up to 85 inmates for all medical care rendered under the resulting contract, taking into account the requirements of #8 below. Provider may state one annualized price for the first year of the contract (and monthly price) and another annualized price (or 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 in average daily population above the base level.
7. Each proposal shall describe how billing to the Jasper County will be handled, and the expected terms for payments by the County to the Proposer.
8. Jasper 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 Jasper 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.

9. 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.
10. 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 Jasper 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

All proposers must submit a program based upon applicable state and NCCHC standards. 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*, 2018 Edition, published by the National Commission on Correctional Health Care (NCCHC).
2. 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.
3. Provider shall provide and pay for all services, equipment and supplies (or specify otherwise) that are used in the health care delivery system being proposed for the Jasper County Facility.

The following services will be required:

Receiving/Screening

A preliminary health screening form shall be filled out immediately upon each inmate's arrival and the form shall be approved by the provider. At a minimum, the screening must include:

- Current illnesses and health problems including those specific to females.
- Medications taken and special health requirements.
- Screening of other health problems designated by the responsible physician.
- Behavioral observation, including state of consciousness and mental status.
- Notation of body deformities, trauma markings, bruises, lesions, eye movement/jaundice.
- Condition of skin, including rashes and infestations.
- Disposition, if applicable.
- Document referral of prisoners to qualified medical personnel for emergency treatment.

- Notation, of personal physician and any medical needs.
- Assessment of suicidal risk.

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.

Health Appraisal

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.

The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, will include at a minimum:

- Review of intake screening forms.
- Collection of additional data regarding complete medical, dental, psychiatric and immunization histories.
- Appropriate laboratory and diagnostic tests to detect communicable diseases such as Venereal Disease and Tuberculosis.
- Recording vital signs (height, weight, pulse, blood pressure, temperature).
- Physical examination with comments about mental and dental status. A gynecological assessment must be included for females.
- Review of physical examination and test results by a physician for problem identification must take place.
- Initiation of therapy when appropriate.
- Other tests and examinations as appropriate, including but not limited to, pregnancy tests, voluntary HIV screening and chest x-rays.

Any abnormal results of the health appraisal shall be reviewed by a physician for appropriate disposition.

Sick Call/Physician Services

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. Routine diagnosis and treatment of minor health problems will be handled through a sick call system. Sick call shall be conducted daily by medical personnel. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement, including the segregation unit. Healthcare staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided.

Hospital Care

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.

Specialty Services

To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. The provider shall provide on-site specialty clinics (radiology, laboratory services, etc.) when feasible to reduce the number of off-site referrals. In the event an inmate requires the services of medical specialist, the provider shall make referral arrangements and coordinate the delivery of the specialists visits off-site.

Emergency Services

The provider shall make provisions for 24-hour emergency medical care to inmates. This includes on-call availability by the Medical Director and Nursing staff, as well as the coordination of appropriate transportation with the facility's administrative staff.

Ancillary Services

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. Routine laboratory and X-ray procedures should be performed on-site at the facility when possible. Procedures beyond the capabilities of the on-site equipment will be referred to outside providers. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.

Dental Care

The program to provide dental services to inmates shall include:

- Provider will provide for basic dental services, including extractions, and dental hygiene services
- Dental screening and oral hygiene instruction performed on each inmate within 14 days of admission
- Dental screening will include charting decayed, missing, and filled teeth, and taking a dental history for identifying problems
- A dental record will be maintained as part of an inmate's medical record

Pharmaceuticals

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 pharmaceutical system shall include prescription medications and over-the-counter medications. The Provider shall be responsible for the costs of all drugs administered, unless limited as to payment responsibility. 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.

Medical Waste

The successful vendor shall provide, in compliance with all laws and regulations, for the appropriate management and disposal of contaminated waste resulting from it services including needles, syringes, medications, and other materials used in the treatment of inmates.

Medical Records

All inmates must have a medical record which is kept up to date at all times. 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 Detention Center Director or County Official with access to such records and,

upon request, provide copies in a manner consistent with HIPPA. The record shall accompany the inmates at all health encounters, and will be forwarded to the appropriate facility in the event of transfer. Access to medical/dental records will be controlled by healthcare personnel at all times and all rights concerning the confidentiality of the medical record must be followed. All transcribing and filing of information in the medical/dental record will be done by professional nurses or trained medical records clerks. Under no circumstances will inmates be allowed access to medical/dental records.

All procedures concerning the confidentiality of medical records shall adhere to all HIPPA regulations and the rules and regulations as established by the NCCHC.

Special Medical Programs – Chronic Care

For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

Health Education

In-service training for all health care staff to be conducted at when requested and to include first-aid, CPR Training, etc.

Consultation Services

The provider shall provide a consultation service to the County on any and all aspects of the health care delivery system at the facility, including evaluations and recommendations concerning new programs, future architectural plans, staffing patterns for new or remodeled facilities, alternate pharmaceutical and other systems and on any other matters relating to this contract upon which the County seeks the advice and counsel of the provider.

Quality Assurance and Improvement

The provider shall institute a Medical Quality Assurance/Improvement Program, which may include but may not be limited to audit and medical chart review procedures. When deficiencies are noted, a plan of corrective action (improvement) shall be put into place.

Monthly Statistics

Narrative reports shall be submitted each month with data reflecting the previous month's activity by facility to include:

- Inmate's requests for various services
- Inmates seen at sick call
- Inmates seen by physician
- Inmates seen by dentist
- Inmates seen by psychiatrist
- Inmates seen by mental health counselor
- Infirmery admission, patient days, average length of stay
- Mental Health admissions
- Off-site hospital admissions to include ER and general physician referrals
- Medical specialty consultation referrals
- Intake medical screening
- Fourteen (14) day history and physical assessments
- Psychiatric evaluations

- Diagnostic studies
- Report of third party reimbursement, pursuit and recovery
- Pharmacy report of inmate population dispensed medication
- Inmates testing positive for venereal disease
- Inmates testing positive for AIDS or AIDS Antibodies
- Inmates testing positive for TB
- Inmate Mortality
- Number of hours worked by entire medical staff, specifying each post or shift
- Monthly off-site visits

Staffing

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 South Carolina. In order to maintain continuity in the proposal process and to ensure comparable staffing arrangements, the below staffing plan has been made. The County reserves the right to negotiate alterations to the suggested staffing plan after a supplier/vendor has been selected.

- Medical Director - 2 hours per week
- Nurse Administrator - 40 hours per week
- Mental Health Professional – minimum of 6 hours per week
- Additional nursing coverage to provide staffing 18 hours per day, 7 days per week.
- **ALTERNATE #1:** Additional nursing coverage to provide staffing 24 hours per day, 7 days per week.

Personnel

The provider shall engage only licensed and qualified personnel to provide professional coverage. Personnel must meet all licensing requirements of the State of South Carolina.

All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, and administrative directives.

Optional Services

All proposers should include a list of suggested optional services. These services will be evaluated by the County for need and value. At minimum, proposers should include the following optional services:

Electronic Medical Records:

Please provide any information regarding an optional offering to incorporate an Electronic Medical Records platform and system with the proposed service program. To include the following:

- a) Licensure Fee(s) – Please state who will have the ultimate ownership of the program;
- b) Hosting Fee(s) – Please state any and all fees for implementation and therefore after storage/hosting fees for all platform and record items;
- c) Equipment Fee(s) – Please state any and all equipment needs for the proposed program, as well as any additional future needs (to include all hardware such as tablets, printers, scanners, signature pads, etc.).
- d) Maintenance Fee(s) – Please state any and all on-going maintenance fees which will be applicable for this system, to include upgrades.
- e) Transfer Fee(s) – Please include information on any transfer fees which may be applicable if the County does NOT own the system, and the vendor is later changed, but the County would like to keep the system in place – is there a fee or transfer service which would be followed.

- f) Integration Fee(s) – Please include information and estimated costs of any integrations for the jail management system, pharmacy, and lab services.

Along with the program information, please indicate if there will be allowable portals for access by Jail Administrator and/or any outside providers, such as the Medical Director.

Further, with the proposal of such a program, there will be a requirement for Cyber Insurance to cover the county for any breach of HIPAA information.

Telehealth:

As availability of services to patient population continue to be a concern, please provide any information regarding an optional offering of Telehealth Services, and how they would be used within your program. Please include any and all fees, to include equipment needs and costs.

Exceptions

Any and all deviation from the above specifications and requirements must be listed and prominently displayed in proposal materials and should be clearly stated by the proposer on a separate section titled "Exceptions to Specifications".

GENERAL CONDITIONS

1. The duration of this contract shall be from the first day of the month sixty days after Jasper County Council approves the proposal until three years after that date. Thereafter, this contract may be extended, upon agreement of the parties, for two subsequent 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, 2018 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, Detention Center Director or other County Official and his staff shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with the Sheriff, Detention Center Director or other County Official 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 Jasper County and its agents, the Sheriff, 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 \$5,000,000 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 Jasper 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. Proposer must also provide worker's compensation insurance coverage meeting the requirements of the Worker's Compensation laws of the State of South Carolina. A sample certificate showing actual coverage limits must be submitted with the proposal.
9. 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 Jasper County.

The Sheriff, Detention Center Director or other designated County Official retains the right to review and approve Policies and Procedures of the Provider in any area affecting the performance of his responsibilities under law.
10. Either party to the contract may terminate the Agreement without cause by giving at least 60 days written notice to the other party.
11. 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 Jasper County, whose consent shall not be unreasonably withheld.
12. The resulting contract shall be governed by and construed according to the laws of the state of South Carolina.