



Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 550
Memphis, Tennessee 38103

Issued: December 21, 2012

Due: January 31, 2013 no later than 4:00 P.M. (Central Standard Time)

RFP # 13-012-31

INMATE MEDICAL SERVICES

FOR

SHELBY COUNTY GOVERNMENT

Shelby County Government is soliciting written proposals, on a competitive basis, from qualified firms to provide inmate/detainee medical services for the Shelby County Jail, Shelby County Correctional Center and the Juvenile Court Detention Services Bureau. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. Go to "Purchasing Bids" under Online Services on the home page to locate the above-described RFP.

A mandatory pre-proposal conference will be held at 8:30 a.m. (CST, Friday, January 11, 2013) at the Criminal Justice Center, 1st Floor Conference Room, 201 Poplar Avenue, Memphis, TN 38103. Advance notice of attendance is requested. Submit in writing to Nelson.Fowler@shelbycountyttn.gov the name of your firm, contact name and telephone number, and number of representatives who will be attending.

As a part of the mandatory pre-proposal conference, a mandatory site visit of each facility is scheduled at the end of the discussion.

All interested respondents will be required to attend this meeting. Failure to attend this meeting will result in the rejection of your bid.

Please be on time, late arrivals will not be allowed to attend.

If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 4:00 p.m. on Friday, January 31, 2013.** Proposals should be addressed to:

Nelson Fowler
Shelby County Government
Purchasing Department
160 N. Main St., Suite 550
Memphis, TN 38103

The package containing an original (clearly identified as original), fourteen (14) copies and two sets of CD's of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, INMATE/DETAINEE MEDICAL SERVICES, RFP 13-012-31" noted on the outside.

Sincerely,

Nelson Fowler
Shelby County Government
Purchasing Department

TABLE OF CONTENTS

I.	INTRODUCTION	Page 4
II.	MINIMUM PROPOSER REQUIREMENTS	Page 4
III.	CORRESPONDENCE	Page 6
IV.	PROPOSAL SUBMISSION DEADLINE	Page 6
V.	PROPOSAL TIMELINE	Page 7
VI.	PROPOSAL CONDITIONS	Page 8
VII.	GENERAL REQUIREMENTS AND INFORMATION	Page 12
VIII.	AWARD OF CONTRACT	Page 18
IX.	PURPOSE	Page 18
X.	CONTRACT REQUIREMENTS	Page 57
XI.	PROPOSAL SUBMISSION	Page 70
XII.	PROPOSAL EVALUATION AND SELECTION	Page 77
XIII.	EXHIBIT #1, BID FORM	Page 80

Please pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare RFP responses.

Please download all of the additional information, Attachments and Exhibits that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified firms to provide inmate/detainee medical services to include medical, pharmaceutical, dental and psychiatric services, health care personnel, and program support services for a population of inmates at the Shelby County Jail, Shelby County Correctional Center, and detainees in the Detention Center of the Juvenile Court of Memphis and Shelby County (the “Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where one or more successful candidate(s) will be selected and invited to enter into a contractual relationship with Shelby County for the services outlined in this RFP. In this RFP, the terms Proposer, Vendor and Provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIRMENTS /QUALIFICATIONS FOR THE RFP:

To be considered for award of this contract, the Provider must meet the following minimum qualifications:

1. Provide documentation of five (5) years experience with proven effectiveness in administering large jail and/or correctional health care programs, as well as Juvenile Detention Center.
2. Have five (5) years experience in providing health care services at jail facilities with populations approximating the current inmate population in the Jail and Shelby County Correctional Center and approximating the current detainee population in the Juvenile Court Detention Center.
3. Have a current NCCHC and ACA accreditation in adult detention facilities currently with populations over 1,000 under contract with the provider. For Juvenile Court, have a current ACA accreditation in facilities currently with populations over 50 and be under contract with the provider.
4. The ability to provide a system of technical and medical support to on-site personnel.
5. Have a proven ability for contract start-up within 30 days of contract signature.
6. Have demonstrated personnel recruiting capabilities including professional recruiting.
7. Have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.

8. Have sufficient personnel or sub-contractors available to perform the Services in a timely manner.
9. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services.
10. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirement / e. Selection Criteria*) **prior to submitting your response.**
11. Attest that you adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item i. (*A written statement of compliance must be provided with your response.*)
12. Adhere to all Title VI requirements and provide proof/documentation if necessary.
13. All bids must be accompanied by a bank cashier’s check or bank draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or certified check or approved bid bond for not less than five (5) percent of the amount of the bid. All proposal guarantees shall be made out to the COUNTY OF SHELBY.
14. Possess the minimum insurance requirements (**MANDATORY**, please review closely).
15. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12). Proof and documentation of employment eligibility must be included with the proposal.
16. Possess a TennCare Provider number and be credentialed by TennCare MCO’s if responding for the Juvenile component of the RFP.

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain an “Equal Opportunity Compliance” certification number.

You can access the online application to receive the numbers indicated above at www.shelbycountyttn.gov and click the link “Vendor Registration”. Please download the application instructions and read thoroughly prior to accessing the application.

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2252 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

Nelson Fowler
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103

Respondents requesting additional information or clarification are to contact Mr. Nelson Fowler in writing at nelson.fowler@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be by 12:00 p.m Friday, January 18, 2013. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountyttn.gov within 48 hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **January 31, 2013 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Friday , December 21, 2012
Pre-Proposal Conference	Friday, January 11, 2013 @ 8:30 a.m. (CST)
Vendor Written Questions	Friday, January 18, 2013 @ 12:00 p.m.
Proposal Due Date	Friday, January 31, 2013 by 4:00 p.m. (CST)
Notification of Award	March 2013
Services to Commence	July 1, 2013 or immediately upon execution of the contract.

Listed below are the tour rules and regulations prior to the visit.

- Vendors are to meet at Main Screening (entrance on Poplar Avenue for the Jail, but not the entrance nearest to Third Street for public access for court appearances, etc.). After the vendor has cleared the scanner, they will be required to sign the visitor's log, receive a visitor's I.D. card and will be escorted to the 1st Floor Conference Room.
- Shorts, halter-tops, strapless tops and beach sandals are strictly prohibited.

Vendors may bring the following authorized items into the facilities:

- Valid photo I.D.
- Notebooks and Pens
- Pocket change

The following items are prohibited within the facilities unless authorized by the Chief Jailer or designee:

- Purses
- Briefcases
- Cell phones or electronic devices

NOTE: Lockers are available in the visitation area to secure these items.

At the end of the tour, the visitors will be escorted back to the designated area to sign out of the facility and return the visitor's I.D. card

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

a. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals in whole or in part if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

b. Modifications

The County reserves the right to issue addenda or amendments to this RFP. If a provider discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify Shelby County of such error in writing and request modifications or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP from Shelby County. The provider is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or the entire proposal shall be deemed waived.

c. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

d. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations. The Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

e. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

f. Proposal Validity

Proposals submitted hereunder will be firm through the execution of the contract with the successful Provider.

g. Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the

County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

h. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or contractor to include locally owned small business

sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

i. Living Wage Ordinance and Prevailing Wage Ordinance

Living Wage - In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

Prevailing Wage – Any firm, individual, partnership or corporation awarded a contract by the COUNTY for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of \$500,000 and any subcontractors of such public work or project in excess of \$100,000 (“Recipient”) shall be required to pay local prevailing wages and benefits for laborers, mechanics, or other listed classifications as defined by the Tennessee Department of Labor. The prevailing wage rate shall be the most current State of Tennessee prevailing wage established by the Tennessee Department of Labor For Region 1 (Shelby County). The benefit rates shall be the most current rates described in the published schedule by the Memphis and West Tennessee Building and

Construction Trades Council, except as otherwise provided in the Shelby County Code of Ordinances. The applicable rate shall be determined at the time that the project is awarded. In instances where Prevailing wage applies, Prevailing Wage will override the Living Wage requirement.

j. Non-Discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

VII. GENERAL REQUIREMENTS AND INFORMATION

a. Background

Under T.C.A. §41-4-115(A), all counties are required to provide medical care to prisoners incarcerated in the county jail. Also, the United States Supreme Court has held that prisoners have a constitutional right to receive necessary medical care while in custody. *City of Revere v. Massachusetts General Hospital*, 463 U.D. 239 (1983). If the county fails to provide necessary medical care, it may be liable under 42U.S.C. § 1983 for any injuries the prisoner may suffer as a result of lack of medical care. *Op. Tenn. Atty. Gen.* U90-134.

The Inmate Medical Care Program functions under the auspices of the Shelby County Health Department to assure that Shelby County Government’s interests are protected as it relates to inmate health care - that inmates receive the health care legally due them and that Shelby County funds designated for Inmate Health Care be appropriately expended. Because Shelby County will contract with an outside vendor to provide these health care services, this program must be monitored to assure that the vendor abides by the contractual agreements made with Shelby County Government regarding delivery of clinical services in accordance with the

approved budget for inmate health care. Shelby County has designated individuals who will have the full responsibility for coordinating all matters with the Health Services Administrator at the facility. These persons serve as the Contract Monitors for Shelby County. The Inmate Medical Care Program is essential for protecting Shelby County's interest regarding one of the most expensive contracts and it protects the County from costly liability that could result if the contractor were allowed to function without oversight.

Therefore, the goal of the Inmate Medical Care program is to assure that inmates under the custody of Shelby County detention facilities receive quality, medically necessary care. The program accomplishes this through the oversight by Contract Monitors of the Shelby County Health Department (SCHD), including a Clinical Services Monitor and a Contract Service Monitor, whose functions include, but are not limited to, enforcing:

1. Monitoring of clinical services delivered for appropriateness and adequacy of care in accordance with established standards (performed by the Clinical Services Monitor).
2. Quality assurance as it relates to patient safety, occupational safety standards, and clinical practice according to established standards (performed by the Clinical Services Monitor).
3. Fiscal oversight of the budget and contract (performed by the Contract Services Monitor).
4. Review and enforcement of penalties related to SCHD clinical services and/or quality assurance-associated audit deficiencies of jail health service sites, and performance related to addressing and fulfilling Medical Services Review Team (MRST) requests in a timely, professional and measurable measure (performed by the Contract Services Monitor).

The purpose of the Juvenile Detention Services Bureau is to ensure public safety and protection of the community. The Juvenile Detention Services Bureau is responsible for the health, safety, care, and humane treatment of all youth under our jurisdiction.

The goal of the Juvenile Detention Services Bureau is to provide a safe and secure environment for children prior to release or adjudication. As determined through the use of assessment tools and judicial reviews, only children who may be a danger to themselves or others are detained.

Shelby County operates two (2) Jails, a Prison, and a Juvenile Detention Center in Memphis, Tennessee that serve Shelby County, Tennessee at the following locations:

Facility Name:	Criminal Justice Center (hereinafter "Jail")
Street Address:	201 Poplar Avenue Memphis, Tennessee 38103
Maximum Capacity:	2,827 Males only

Current Average Daily Population: 2,285

Facility Name: **Shelby County Jail East (hereinafter "Jail East")**

Street Address: 6201 Haley Street
 Memphis, Tennessee 38134

Maximum Capacity: 320 Females and 62 Juveniles

Current Average Daily Population: 274

Facility Name: **Shelby County Division of Corrections
(hereinafter "Correctional Center" or "SCDOC")**

Street Address: 1045 Mullins Station Road
 Memphis, Tennessee 38134-7723

Maximum Capacity: 3536 (3210 Males and 326 Females)

Current Average Daily Population: 2,495 (2,287 Males and 208 Females)

Annual New Inmates: Approximately 8,000 (Most directly from Shelby County Jail)

Facility Name: **Juvenile Court of Memphis and Shelby County (hereinafter
"JCMSC")**

Street Address: 616 Adams Avenue
 Memphis, TN 38105

Maximum Capacity: 135 beds. (114 boys, 21 girls)

Current Average Daily Population: 39 (35 boys, 4 girls)

55,933 (43,645 males, 12,288 females) inmates were processed through the Shelby County Jail in 2011.

5,253 Children detainees were processed through the Juvenile Court Detention Center in 2011, of which approximately 1,500 qualified for medical assessment.

Health services for the Jail and Jail East are currently administered, staffed and managed by a contracted inmate healthcare provider. The Sheriff of Shelby County and his administrative staff will retain overall authority for the care, custody and control of the inmates. Shelby County will grant the use, possession and control of the clinic to the Provider for a term that coincides with the contract agreement.

Health services at the Correctional Center are also currently administered, staffed and managed by a contracted inmate healthcare provider. The Director of the Division of Corrections, under direction of the Mayor of Shelby County, and his administrative staff will retain overall authority for the care, custody and control of the inmates of the Correctional Center. The Correctional Center is a minimum to medium security facility housing for a combination of individuals convicted of felonies and misdemeanors. In addition to inmates housed for the duration of their sentence, approximately 40 to 60 inmates report weekly for

one to several days' incarceration at a time, are released, and return the next week. Shelby County will grant the use, possession and control of the clinic to the provider for a term that coincides with the management agreement.

Health services for the JCMSC are currently administered, staffed by a contracted Pediatrician and managed by the Detention Services Bureau. The Administrator of the Detention Services Bureau, under the direction of the JCMSC, and its administrative staff will retain overall authority for the care, custody and control of the detainees of JCMSC. JCMSC is a level four hardware secure detention center housing individuals ranging in age from 12 to 17 detained for serious delinquent offenses. Shelby County will grant the use, possession and control of designated medical space to the provider for a term that coincides with the management agreement.

For the Jail and Jail East, it is required that quality healthcare services shall be provided in accordance with the established standards of care in compliance with the Tennessee Minimum Jail Standards, the 2002 Department of Justice (DOJ) Settlement Agreement, (**See Attachment "A"**) the National Commission on Correctional Health Care (hereinafter "NCCHC"), Standards for Health Services in Jails, the American Correctional Association (hereinafter "ACA"), Standards for Adult Local Detention Facilities, Occupational Safety and Health Administration (hereinafter "OSHA") Regulations, Environmental Health Regulations, Pharmacy Laws and Regulations, Laboratory Regulations, SCHD Audit Tool Addendums, and in accordance with all applicable federal, state and local laws and regulations.

For the Correctional Center, it is required that all healthcare services shall be provided in accordance with the established standard of care in compliance with Tennessee Corrections Institute (TCI) and in accordance with all applicable federal, state, and local laws and regulations and SCDOC policies and procedures. The ultimate goal is to work toward compliance during the contractual period with standards established by the ACA, the NCCHC, Standards for Health Services in Correctional Facilities, OSHA Regulations, Environmental Health Regulations, Pharmacy Laws and Regulations, Laboratory Regulations, SCHD Audit Tool Addendums, and in accordance with all applicable federal, state, and local laws and regulations and SCDOC policies and procedures.

For the JCMSC Detention Center, it is required that quality healthcare services shall be provided in accordance with the established standards of care in compliance with the Rules of Tennessee Corrections Institute Correctional Facilities Inspection Chapter 1400-1 Minimum Standards for Local Correctional Facilities, the 2012 Department of Justice (DOJ) Memorandum of Agreement (**See Attachment "D"**) and the NCCHC, Standards for Health Services in Jails/Juvenile Detention, the ACA, Standards for Adult Local Detention Facilities, Juvenile Detention Facilities, Prison Rape Elimination Act (PREA) for Juvenile Justice Facilities, Occupational Safety and Health Administration (hereinafter "OSHA") Regulations, Environmental Health Regulations, Pharmacy Laws and Regulations, Laboratory Regulations,

SCHD Audit Tool Addendums, and in accordance with all applicable federal, state and local laws and regulations. Detention population data is attached for your reference (See **Attachment B**).

FACILITY LAYOUT:

Jail:

Jail (201 Poplar)

- Seven Floor Facility
- Located Downtown Memphis, TN
- Capacity of 2,827

Jail East:

Jail East (6201 Haley Street)

- Located just south of Corrections main compound
- Capacity of 382
- Medical Clinic within the building

Division of Corrections:

Main Compound (1045 Mullins Station Road)

- Twenty (20) building complex (about 26 acres)
- Women's Building – Capacity of 214 – Separate Medical Unit (24x7x365)
- Male Housing over 11 buildings – Capacity of 2,292 – Medical unit in Main Building
- Dental Unit for entire division located in Main Building Medical Area
- All on-site x-rays conducted in Main Building Medical Area

N- Building (West Tennessee Regional Re-entry Center)

- One (1) Building
- Approximately 150 yards northwest of the main compound entrance
- Meds will be primarily KOP (Keep on Person)
- Capacity of 134
- Medical Clinic available in the building

Adult Offender Center (AOC)

- Three (3) building complex (about 12 acres)
- Approximately 450 yards west of the end of main compound
- Medical unit located in Building 1 (Administrative Building)
- Women – one half of lower floor of Building 3 – Capacity of 112
- Men – remainder of Building 3 and all of Building 2 – Capacity of 784

JCMSC Detention Center:

- One (1) Building center located on 2nd and 3rd Floors
- Capacity 135, 21 individual rooms for female on second floor. Male rooms are all located on the third floor in two wings one consisting of 42 individual rooms and the other 72 individual rooms.
- One small exam room located on third floor in male unit.
- One converted control room located on second floor for female exam room
- One administrative office for medical staff with locked cabinet for medication.

b. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified Provider selected through a competitive process that will work well with Shelby County personnel in a manner that is cost-effective and practical.

c. Project Time Frame

The initial contract term will begin July 1, 2013 or immediately upon execution of the contract through June 30, 2014 with the option to renew for four (4) additional one year periods beginning July through June with the same terms and conditions and satisfactory performance of all criteria. Shelby County may extend the contract on a year-to-year basis if it appears to be in the best interest of the County and is agreeable with the provider. The Provider must be prepared to begin immediately upon receipt of a fully executed contract and written “Notice to Proceed” from the County and perform all services indicated in the proposal in compliance with the negotiated contract. The resulting contract will be a “cost-plus” contract in an amount not to exceed an agreed upon ceiling.

d. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

e. Selection Criteria

Each response will be evaluated on the criteria outlined in Section XII of this document. Each bidder should set out in it’s response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

f. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The successful provider will be chosen based on the qualifications and selection criteria discussed in Sections II and XII of this proposal.

The award will be made to the provider whose proposal is determined to be best in terms of professional and technical completeness. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The Providers whose proposals do not meet the mandatory requirements will be considered noncompliant. After evaluation of the proposals and selection of the successful provider, all providers will be notified in writing of the selected firm.

Shelby County Government reserves the right to split awards. All proposals must be submitted in a manner that Shelby County Government can “pick and choose” or split an award. All Jail/Jail East facilities will be awarded to a Provider, all Correctional facilities will be awarded to a Provider, and all Juvenile Court facilities will be awarded to a Provider, or all facilities will be awarded to a single Provider.

IX. PURPOSE

To select the best-qualified company and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

A. OBJECTIVES OF THE RFP

The objectives of the RFP are as shown below: **(Failure to comply with all provisions of this RFP may result in a proposal being disqualified.)**

1. To collect information necessary for the evaluation of competitive proposals submitted by qualified providers.
2. To provide for a fair and objective evaluation of proposals.
3. To generate a contract between the successful provider and Shelby County that will provide:
 - a. Health care services that comply with all applicable federal, state, local laws and regulations, and ACA (apply to Jail, Corrections and JCMSC), and NCCHC health services standards.
 - b. Health care services that comply with the DOJ Settlement Agreement (apply to Jail and JCMSC).
 - c. Health services staffed with an adequate number and staff mix of licensed, certified and/or professionally trained personnel.
 - d. Health services program delivered in a cost-effective manner with full reporting and accountability to Shelby County Administration.
 - e. An annual written health care plan with clear objectives, site-specific policies and procedures, and evaluation of compliance for the Jail and Jail East facilities and Corrections separately.
 - f. An open collaborative relationship with the Administration and staff of the SCHD, Shelby County Sheriff's Office, and Shelby County Division of Corrections (SCDOC) and Juvenile Court of Memphis and Shelby County.
 - g. A training program for the provider's staff and applicable inmates regarding healthcare.
 - h. Provider-operated Quality Improvement and Infection Control programs with designated staff responsible for facilitation at each facility.
 - i. Well documented records of health care including the collection and analysis of health statistics, quality improvement, and quality management with appropriate monthly reporting.

- j. A health services program that operates humanely with respect to the inmates' right to basic health care services.
- k. It is the responsibility of the Office of Clinical Services to assist Juvenile Court with post-adjudicatory disposition of Court-involved youth based on identified mental health needs, consistent with the philosophy of the juvenile justice system. **These are not services for which proposals are being requested.** While the contracted provider will not be responsible for these services related to adjudicatory disposition, it is expected by the County and the Court that the contracted provider will work closely with the Office of Clinical Services and the Detention Services Bureau to assess the mental health of detained children and to assure and promote the safety and well-being of detained youth.

B. GENERAL SPECIFICATIONS – SHELBY COUNTY JAIL, SCDOC, and JCMSC (AS APPLICABLE)

1. Standards

- a. For the Jail, refer to Page 15 of this RFP. For Corrections, it is required that all healthcare services shall be provided in accordance with the established standards of care in compliance with the Tennessee Corrections Institute (TCI). The ultimate goal is to work toward compliance with standards established by the American Correctional Association (hereafter “ACA”) and in accordance with all applicable federal, state and local laws and regulations and SCDOC policies and procedures.
- b. The successful provider shall require that its employees, and those persons with whom the successful providers contracts for services, be subject to the same security regulations applicable to all employees of the Division of Corrections. Prior to employment, all potential employees (and contracted providers) must be subject to a thorough background investigation comparable to that for all employees of the Division of Corrections or Jail. This will include a criminal background check conducted by Shelby County Government.
- c. The Division of Corrections has a mental health unit which houses up to 158 males on the main compound. Females with mental health issues that require segregation are housed in the Women’s Building. We have 5 mental health counselors. They hold individual and group counseling sessions and identify inmates who need to be seen by a Psychiatrist.
- d. For all inmates/detainees testing positive on the TB skin test, the Shelby County Health Department conducts follow-up testing and medications. Inmates/detainees determined

to be HIV positive receive clinical services and required prescription drugs through The MED.

- e. Inmates with a 2nd offense DUI have a mandatory 45 day sentence of which 17 days must be incarcerated in a combination of Jail and SCDOC. Some inmates/detainees are placed in a program funded by the State known as ADAT. These inmates/detainees are not in the facility but are housed at various treatment providers in the County. The selected provider will still be required to provide medication for these inmates/detainees during this 28 day period and will be required to treat the inmates/detainees at the SCDOC if and whenever he is brought back.
- f. Proposals should include a proposed staffing plan, by position, for each clinic, including both full and part-time personnel, indicating what percentage of degreed nursing staff the successful provider intends to place at the facilities, the level of nursing experience at the time of the contract start-up date, and where the successful provider intends to obtain such other employees as required.
- g. Proposals will include detailed plans for maintenance of a drug free work force and a smoke free work environment.

2. Personnel

- a. Each candidate may be interviewed by the successful provider with special focus on technical expertise, emotional stability and motivation. The final selection may be subject to approval by the Contract Monitor and for the Health Services Administrator shall be subject to the approval of the Health Director. This approval shall not be unreasonably withheld.
- b. The successful provider shall engage licensed and qualified personnel to provide professional coverage.
- c. An on-site visit to all facilities must be made by all screened candidates prior to a formal decision of employment.
- d. The Contract Monitor may request the removal by the provider of any staff that does not meet the County's requirements for initial or continued employment.
- e. All personnel provided shall meet the minimum requirements established by the Shelby County Human Resources Office for comparable positions and all provider employees must meet the educational and experience requirements as specified in the 2002 DOJ Settlement Agreement.

- f. All personnel shall be required to pass a background investigation conducted by Shelby County as a requisite for initial and/or continued employment. The cost of this investigation will not be the responsibility of the successful provider.
- g. All personnel shall comply with current and future state, federal and local laws, regulations, court orders, Administrative Regulations, Administrative Directives, and all policies and procedures of Shelby County Government.
- h. The provider must be willing to consider offering employment to current employees of the current vendor.

Proposals must include written job descriptions and job qualifications for all positions including job titles, responsibilities, required minimum experience, and education. Proposals must provide the name and resumes of onsite management staff (Administrator, Director of Nursing, Medical Director). Professional positions shall require license, certification, and registration requirements and restrictions in compliance with the State of Tennessee. At a minimum, the successful provider employees must meet the same educational and experience requirements as Shelby County employees in comparable positions; and the provider's employees must meet the same educational and experience requirements as specified in the Department of Justice agreement. An affirmative action program shall be adopted by the successful provider for review and approval by Shelby County. A personnel record shall be maintained on each employee and made available for review by Contract Monitors upon request. The successful provider shall bear full responsibility for the verification of educational preparation and associated credentials. Copies of current licenses for professional employees shall be a permanent part of the personnel file.

The successful provider shall require that its employees, and those persons with whom the successful provider contracts for services, be subject to the same security regulations applicable to comparable employees of Shelby County Government.

Proposals should state what percentage of degreed nursing staff the provider intends to place at the facilities, the level of nursing experience at the time of the contract start-up date, and where the provider intends to obtain such other employees as required.

All employees of the current contractor at the Jail, Jail East, SCDOC and JCMSC shall be given a hiring preference in the staffing of the clinic facilities.

Prior to employment, all potential new employees must be subject to a thorough background investigation comparable to that for Shelby County applicants for comparable positions. This will include a criminal background check.

3. Administrative - The successful provider and its staff shall:
- a. Implement site specific policies, procedures and protocols for the health care unit and medical staff.
 - b. Be responsible for ensuring that its staff report any problems and/or unusual incidents to the Facility Administrator or his designee and the Contract Monitor.
 - c. Represent the health care unit in discussions with local civic groups or visiting officials as mutually agreed upon by the parties.
 - d. Properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable state rules, as well as those required by Shelby County Government for other employees.
 - e. Ensure that the health care status of committed persons admitted to outside hospitals is reviewed to ensure that the duration of the hospitalization is no longer than medically indicated.
 - f. Ensure that its staff documents all health care contacts in the committed person's health care record in the proper medical record format.
 - g. Provide for the review of and response to inmates/detainees who file grievances regarding health-related issues. Proposals will describe the system of review, response and resolution relevant to this procedure. The Contract Monitor will review, at random, all grievances regarding health services.
 - h. The successful provider will work with all facilities on the efficient transfer of medical information regarding inmates/detainees when transferred. All HIPAA regulations must be followed by the provider.
 - i. The successful provider will cooperate with the local Health Department programs and staff to ensure control of infectious disease and other public health concerns/threats.

4. Schedules

- a. All contractual employees shall be required to comply with sign-in and sign-out procedures agreed to by Shelby County and the successful provider.
- b. Should contractual performance levels decline due to a position vacancy, the successful provider will be responsible for replacement personnel, i.e., maintain minimum level of staff to maintain compliance with contracted number of staff and staff required by legal mandates. The Contract Monitor must review and approve, on a daily basis, the

utilization of all outside staffing agencies. Written justification and an estimated length of need must be provided by the Health Administrator to the Contract Monitor.

5. Security

The successful provider's personnel shall be subject to all the security regulations and procedures of Shelby County Government.

6. Referrals

Shelby County will be responsible for the payment of referral services, provided that the procedures in Section IX. C. 5. & 6. (Scope of Work SC Jail and Jail East, pages 30-31) and Section IX. D. 5. & 6. (SC Correctional Center Hospital Care and Specialty Services, pages 41-42) are followed.

7. Quality Improvement/Action Program

- a. The successful provider shall provide in-service medical education programs for provider's personnel. The program curriculum is subject to approval by the Shelby County Administrator and the SCHD Clinical Services Monitor.
- b. The successful provider shall maintain personnel files in the health care unit on contractual personnel, which will be made available to the Contract Monitor upon request.
- c. The successful provider shall institute a program consistent with Medical Quality Improvement Program, which may include but may not be limited to audit and medical chart review procedures.
- d. Periodic meetings (at least once per quarter) shall be held between Shelby County officials, facility staff, the SCHD Chief of Nursing, Contract Services and the Clinical Services Monitor and appropriate contractual personnel to review significant issues and changes and to provide feedback relative to the Quality Improvement/Action Program so that any deficiencies or recommendations may be acted upon. Also, when requested by Shelby County, the successful provider will provide appropriate personnel to participate in departmental meetings.
- e. The Provider shall implement a Quality Improvement system to track inmates/detainees with serious and/or chronic illnesses, including mental illnesses, so that these inmates/detainees receive necessary diagnosis, monitoring, and treatment.

8. In-Service Training

The successful provider shall provide appropriate in-service educational programs. All full-time health care staff, except for dentists and physicians, will receive in-service training. Selected topics, which require staff training, will be identified on an on-going basis through the Quality Improvement Program and by other recommendations of the Shelby County Health Officer.

9. Orientation of New Employees

- a. The successful provider shall be responsible for ensuring that all new health care personnel are provided with orientation regarding medical practices on-site. Orientation regarding other facility operations will be the responsibility of Shelby County Government.
- b. The successful provider shall distribute a written job description to each member of the health care staff, which clearly delineates his or her assigned responsibilities. The successful provider shall monitor performance of health care staff to ensure adequate job performance in accordance with these job descriptions.

10. Adjustments to Price

Should Shelby County and the successful provider mutually agree to a change in the scope of the program during the contract term, the successful provider may be allowed to adjust the contract price if approved by Shelby County. Any such adjustments to contract price will be made "in writing."

11. Security of Inmates/detainees Files

Inmates/detainees files are of a confidential nature. The successful provider's employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by Shelby County. The successful provider shall honor all policies and procedures for safeguarding the confidentiality of such data, as required by HIPAA regulations.

12. Successful Provider's Cooperation

The successful provider shall maintain regular communication with Shelby County Administration and shall actively cooperate in all matters pertaining to this contract.

13. Responsibility

The successful provider will observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the successful provider.

14. Public Information

Neither the successful provider nor Shelby County may publish any findings based on data obtained from the operation of this contract without the prior written consent of the other party, whose written consent shall not be unreasonably withheld.

15. Research

No research projects involving inmates/detainees, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of Shelby County Administration. The conditions under which the research is conducted will be agreed upon by the successful provider and Shelby County and shall be governed by written guidelines. In every case, the written informed consent of each inmate/detainee who is the subject of a research project shall be obtained prior to the inmate's/detainees' participation as a subject.

16. Liability

The successful provider shall not be responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes (except strikes by the provider's own employees), fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful provider that made performance impossible or illegal.

17. Requirements Contract

During the term of the contract, the successful provider will furnish all of the services specified in this RFP.

18. Notices

All notices and requests by Shelby County Government or the successful provider shall be in writing and shall be delivered by overnight guaranteed commercial carrier or by certified mail, return receipt requested, to the correct address of the parties to the contract. Either party may change its address by giving notice of the new address to the other party.

19. Sanctions and Penalties

The inmate medical services team ("Team", i.e. the contract monitor, clinical monitor, risk minimization audit public health nurse, and the Health Department's Chief of Nursing) will determine if there are any deficiencies re: the provision of care to the inmates/detainees by the provider via audit of provider services. Once deficiencies are identified by the Team, a

specific corrective action plan (“CAP”) is requested by the Team of the Provider. The plan must be submitted by the Provider within a time period as specified by the Team (varies depending upon the severity of the deficiency); and must include a timeframe for subsequent remedy. The inmate medical services team will review the plan, and, if acceptable, will present it to the MSRT. The MSRT team will discuss the plan, and, if acceptable, then the plan is documented into policy and procedures. At that point, the Provider will be expected to perform up to the corrective action plan. Insufficient evidence of compliance may result in the following:

- a. The failure to meet the requirements of the Agreement will result in the per diem deduction of pay in an identified sum until such time as the provider is in compliance. This should apply to areas such as minimum staffing requirements.
- b. The failure to implement a County-approved corrective action plan will result in the per diem deduction of pay in an identified sum until such time as the plan has been implemented and the deficiency has been brought into compliance.
- c. Not all deficiencies are of the nature that its resolution may allow for the timing of the above process. In those instances (such as an OSHA violation, or something that would cause imminent danger to the inmate’s/detainee’s medical status, etc.), the failure to correct areas of deficiency as identified by the Inmate Medical Services Team will result in the per diem deduction of pay until such time as the deficiency can be examined and remedied via the above process.

The inmate medical services team will determine, at the end of the process, if non-compliance continues. In that case, a Contract Compliance Review Committee will recommend sanctions and penalties.

20. Reimbursement Criteria

Monthly payments to the successful provider will be based on 1/12 of the annual contract cost for the first 11 months of the fiscal period. The final payment will be remitted when the Provider submits the final cost report for the fiscal period, which shall be within 45 days after the end of the fiscal year.

T.C.A. 10-7-503(a) mandates that all State, County and Municipal records shall, at all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information which is identified in a proposal as proprietary or confidential is therefore subject to inspection and Shelby County assumes no liability for any information so identified and divulged pursuant to a request under T.C.A 10-7-503(a).

C. SCOPE OF WORK - STAFFING REQUIREMENTS / PERFORMANCE INDICATORS FOR THE SHELBY COUNTY JAIL AND JAIL EAST

Providers will be expected to provide the following services as part of the health services program:

The health care provider is contracted to provide medically appropriate and necessary health care service to inmates at the “Jail” and Jail East facilities. While providing these services, the health care provider shall initiate various systemic audits and modifications to policies and procedures to ensure that the Provider is providing elemental components of medical care. The Contract Monitors and the Medical Service Review Team (MSRT) will review and assess these systemic and procedural audits. The provider will provide systemic audit reports that reflect statistical and narrative data, including at the least four components – 1) a statement of observed trends, 2) a summary and conclusion of findings based on trends, 3) a corrective action plan (CAP) with specified timeframe for remedy based on findings reported, and 4) that the complete audit report be submitted by the specified deadline. Upon approval of the Provider’s submitted report by MSRT, modifications are made to policy and procedure and thereafter implemented and monitored for compliance and sustainability.

- Within a specified timeframe the provider will be required to submit a written follow-up/status report reflecting implementation and sustainment of the finalized CAP. This report will be included in MSRT meeting minutes for documentation.

The Contract and Clinical Services Monitors will consistently monitor and audit all aspects of care and services that the provider provides to ensure compliance to the mutually agreed upon County Contract. Following these contract monitoring audits we will continue to provide summary analyses of findings, however, we will advance our practice of merely providing verbal recommendations to that of including, as part of our report, the written recommendations based on prevalent trends.

Should the Contract Monitor audits of the health care provider document areas of non-compliance to the contractual agreement, these deficiencies will require CAPs (with specified timeframes for remedy) that will be approved by the Contract Monitors and members of the MSRT. Should the CAPs not be provided or implemented as approved, County responses will be activated according to contract.

1. Receiving/Medical Intake Screening

A receiving (intake) screening exam shall be performed on all inmates upon their arrival. Three (3) positions are required for the Medical Intake area of the Criminal Justice Center. One (1) position, a Registered Nurse (RN), is mandatory on all shifts, while the second and third positions can be that of a LPN, Medical Assistant or other medically trained and qualified health care personnel. One (1) LPN is mandatory at all times in the medical intake area of Jail East, with one (1) RN available in the nearby clinic. The exam must be performed by qualified health care personnel. Provider must ensure continuation of prescription medications within 24 hours of intake.

At a minimum, the receiving/medical intake screening process should include inquiry into the following:

- a. Current illness and health problems including mental, dental and communicable diseases;
- b. Body deformities, ease of movement, independent locomotive ability;
- c. Condition of skin, including trauma markings, bruises, lesions, jaundice, rashes and infestations and needle marks or other indications of drug abuse;
- d. Height, weight, blood pressure and current medications; and
- e. Accurate determination of inmates in need of mental health services (including alcohol or drug withdrawal and suicide prevention screening).

Disposition such as:

- a. Referrals to a chronic care specialty clinic, if indicated;
- b. Referral to an appropriate health care facility on an emergency basis;
- c. Placement in the general inmate population and referral to the appropriate health care services; and
- d. Placement in the general inmate population with specific restrictions.

2. Health Assessment

A health screening examination for each inmate must be completed by a qualified health care professional within 14 days of incarceration.

The health screening should include but not necessarily be limited to the following:

- a. Complete history and physical examination if required;
- b. Mental health evaluation when appropriate;
- c. Laboratory tests, including VDRL, PPD skin test, and if indicated, HIV;
- d. Other tests and examinations that may be required and indicated by the facility staff or Department of Health; and.

- e. Initiation of therapy when appropriate.

3. Daily Triage of Complaints/Grievances

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

- a. Provider's health trained personnel shall solicit and act upon all complaints with referrals to qualified health care personnel as required.
- b. Provider's medical staff shall determine the appropriate triage mechanism to be utilized for specific categories of complaints. If required, inmates will be referred to a physician or nurse practitioner.
- c. Inmates will receive acknowledgement of actions "in progress" that require longer than five (5) days to resolve.
- d. Grievance data shall be analyzed, trended and integrated into the Quality Improvement Program, not solely limited to timeliness (DOJ).

4. Sick Call

Sick call shall be held daily for inmates on medical floors or units. 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, such as disciplinary segregation.

Sick call shall be held at least five (5) days per week for the general population.

Qualified medical staff must review sick call request forms within 24 hours of receipt in the medical department. All requests are to be date and time stamped upon receipt, time of triage, and date and time of medical response. Provider must assure that for non-emergency requests, inmates are seen by a qualified medical professional no more than 24 hours after submission of the request, or, if requests are first reviewed by qualified staff, within another 24 hours of that review, except that inmates may be seen within 72 hours of submission of a request on weekends.

5. Hospital Care

When hospitalization of an inmate is required, the successful providers shall be responsible for the arrangement of hospital care precisely as per the policies and procedures related to transferring inmates for inpatient care, as specified by The County. These policies and procedures, which will be subject to change based on The County's arrangements with hospitals for inpatient inmate healthcare, will be conveyed by the County to the provider, but such changes will not impact the cost of the provider's contracted services. Expenses associated with inmate hospitalization, when arrangements are made as per the specified and

conveyed County policies and procedures, are paid by Shelby County. However, inpatient costs incurred by the provider's arrangement for hospital care outside of, or contrary to, those guidelines will be at the expense of the provider.

When hospitalization of an inmate is not required, but the care for the inmate would not be appropriately provided within the housing units for the general population at the Jail facility, a medical housing unit will have to be operated by the provider. Thus, the provider will have to demonstrate how such a medical housing unit will be operated for inmates at the Jail, and include that both separately and jointly as part of the bid.

The provider shall implement a protocol for enhanced communication between medical professionals who transfer any inmates between the facilities and an outside medical facility. This protocol must be in place immediately upon commencement of services and must be monitored routinely through the Provider's Quality Improvement Program. The protocol shall also expressly authorize the provider's physician(s) to refuse, on medical grounds, to admit (or refuse to accept a transfer of) an inmate from any outside medical facility consistent with state law.

Provider will adhere to facility's internal Policies and Procedures which provide direction to staff in accomplishing the transfer of inmates to outside medical facilities once the Provider's physician determines, on medical grounds, that the inmate should no longer be housed at the facility.

6. Specialty Services

As with hospital care, inmates will periodically require the services of a medical specialist. The successful provider shall be responsible for the arrangement of all specialty care precisely adhering to the policies and procedures related to arranging specialty care for inmates, as specified by The County. These policies and procedures, which will be subject to change based on The County's arrangements with various specialty providers, will be conveyed by the County to the provider, but such changes will not impact the cost of the provider's contracted services. Expenses associated with specialty care, when arrangements are made as per the specified and conveyed County policies and procedures, are paid by Shelby County. However, costs incurred by the provider's arrangement for specialty care outside of, or contrary to, those guidelines will be at the expense of the provider.

7. Emergency Services

The successful provider shall make provisions for 24-hour emergency medical and dental care including, but not limited to, 24-hour medical on-call services. Transfers for emergency services must precisely adhere to the policies and procedures related to arranging emergency services for inmates, as specified by The County. These policies and procedures, which will be subject to change based on The County's arrangements with various hospitals, will be

conveyed by the County to the provider. Emergency ambulance services are provided by the Memphis Fire Department at the expense of the provider. Non-emergency ambulance services are provided by a contracted ambulance service for a negotiated fee that will be paid for by Shelby County. The cost of ambulance services will become the responsibility of the provider if the inmate is transferred for care to a facility or in a manner outside of, or contrary to, County guidelines.

8. Laboratory, Radiologic, and Ancillary Services

The successful provider will be responsible for the provision of all in-house EKG services.

All lab services and radiologic services will be provided by The MED and paid by Shelby County, with the exception of tuberculosis or dental x-rays, which are done in-house. Providers shall specify any on-site diagnostic services they will provide which will be available through contract, such as EKG services. The Provider will agree to collect specimens requested by the Jail, Jail East or Correctional facility when they are required. Services used by the provider must meet all applicable regulatory requirements. All agreements for any contractual services shall be in place at the contract start-up date.

9. Dental Care

Provider will be responsible for arranging or providing for emergency dental needs, attended by a licensed dentist, as appropriate. No preventative, restorative, or cosmetic dental care will be required at either facility.

10. Medical Records

Provider will maintain a system of medical records management that complies with HIPAA privacy and security requirements. All inmates must have a medical record that is kept up to date at all times, and which complies with problem oriented medical record format and standards. The record shall be maintained at all times at the housing facility unless a subpoena states otherwise. The provider must demonstrate prior experience with the use of an electronic medical record format. Provider agrees to utilize any electronic medical records system owned or acquired by the County. Any interfaces necessary for the Provider to exchange data with the County's electronic medical records system will be fully borne by the Provider. All medical records are the property of the County and will be retained by the County at the end of any agreement for services. There shall be full cooperation in the transfer of records to any subsequent provider for the County or to the County at no additional cost to the County.

11. Pharmaceuticals/ Medical Supplies/ Medication Administration

All prescription and non-prescription medication, medical supplies, medical forms, office supplies, medical records, books, periodicals, uniforms and lab coats will be the responsibility

of the successful provider with the exception of HIV meds and TB meds. HIV meds are provided by the MED pharmacy and TB meds are provided by the local health department.

All medications must be ordered in a systematic manner by an appropriate practitioner and records of administration must be maintained, including documentation of any missed doses of medication and reimbursement to the County for unused medications as appropriate.

Maintain an effective Keep on Person (KOP) process whereby designated inmates are allowed to keep approved prescribed medicines secured in their possessions for self-administration.

12. Special Medical Program

For inmates with special medical conditions requiring close medical supervision, an individualized treatment plan shall be developed and maintained.

The Provider, in concert with the facility, will at all times maintain a protocol to identify inmates requiring heightened medical and/or mental health monitoring. The policy shall prescribe a method of triaging these special needs inmates for classification and assigning housing based on assessed need, and specify means of providing enhanced monitoring for inmates who require such close monitoring, pursuant to the County's policies, but for whom no space is available in the housing unit referred to as special needs housing.

For inmates with acute alcohol withdrawal syndrome, inmates will be housed in the Clinical Intoxication Withdrawal Assessment (CIWA) unit and monitored according to the provider's and DOJ policy and procedure.

The Provider must demonstrate the capacity to appropriately staff, where required, the care of non-acute, chronically ill inmates who do not require inpatient care, but whose care cannot be accommodated within the housing units for the general Jail population.

13. Health Education

As a component of primary health care, health education services for the provider's staff will be an important and required component of the total health care delivery system. The Provider will consider the DOJ Settlement Agreement when creating its Health Education plan.

14. Administration

Providers must provide the clinical and managerial administration of the health care program. The provider's program shall comply with the specifications of the local and state laws as well as the DOJ Settlement Agreement. Providers are encouraged to review the Settlement Agreement to understand the education and experience requirements of health care staff.

15. Support Services

Providers must demonstrate their ability to manage and support the program they propose. Examples of areas to be discussed include policies and procedures, quality improvement and cost containment, as described in **Section XI**, of this RFP.

16. Mental Health Services

Provider shall provide a complete mental health program in accordance with NCCHC and ACA standards, as well as the 2002 DOJ Settlement Agreement.

Mental health workers shall make daily rounds to all regular housing units and three (3) times per week to administrative segregation units in accord with County stated policy; mental health workers shall speak regularly with pod officers on these rounds to assess whether inmates in the general population, who have not self-identified as requiring mental health care, should be evaluated by a mental health professional.

The Provider shall provide a sufficient qualified mental health/medical staff to respond promptly to requests from security staff for medical information/intervention, including, assessment and monitoring of inmates identified at intake by the medical alert system, as allowed per HIPAA regulations.

Provider shall monitor all use of therapeutic restraints pursuant to the County's Use of Force Policy. Mental Health Personnel will be consulted prior to use of force with any inmate identified as having a mental illness.

17. Infection Control

Provider shall provide a complete infection control program in accordance with NCCHC and ACA standards, as well as the 2002 DOJ Settlement Agreement. The provider shall provide monthly trends of all infections including outcome reports to the MSRT committee. The Provider must demonstrate an understanding of, and experience with, how to coordinate with security staff when isolation or quarantine is required.

18. Certified Intoxication Withdrawal Assessment (CIWA)

Provider shall provide a complete CIWA program in accordance with NCCHC and ACA standards, as well as the 2002 DOJ Settlement Agreement.

19. Sexual Violence

Inmates that are victims of sexual violence will receive care according to the policy of Prison Rape Elimination Act (PREA), DOJ, and the Provider.

20. Inmate Charges

Provider shall provide listings for fees for medical services to inmates in accordance with the rates and categories approved by the County Commission. All such fees are made by Shelby County for the County and do not accrue to the provider. Medical services will be rendered to the inmate regardless of their ability to pay.

STAFFING REQUIREMENTS – SHELBY COUNTY JAIL AND JAIL EAST

Adequate health care personnel required to provide services listed in this RFP must be provided by the successful provider. This is to include staffing of physicians, dentists, mental health personnel, nurses, non-nursing certified healthcare providers, clerical staff and the administrative and other personnel required to comply with the purpose and intent of this RFP. On-call services shall be provided twenty-four hours per day, seven days per week.

The health services and program shall be managed by a single executive authority (hereinafter "Health Administrator"), employed by the successful provider, whose responsibilities include, but are not limited to, arranging of adequate levels of quality, accessible health care services to inmates. This individual will be responsible for over-all management of staff, programs, and services. Although selection of staff will be the responsibility of the Health Administrator, retention of shall be subject to approval by the Director of the SCHD on behalf of the County. Such recommendations by the County shall not be unreasonably refused. Moreover, the Health Administrator must meet at least quarterly with facility officials, and others as designated by Shelby County Government, in order to facilitate communication, establish policy, explore problems, and ensure conformity with the contract.

The Contract Monitor shall be invited to attend all meetings conducted by the Health Administrator, or designee, regarding quality assurance reviews and/or inspections of the health facilities. Documentation (minutes) of all staff meetings, to include topics/subjects covered, and meetings between medical administration and any county administrator and joint administrative meetings will be kept on file by the Health Administrator. Documentation of all provider staff meetings and meetings between the provider and county administrators, to include topics/subjects covered, will be kept on file by the Health Administrator.

The Provider must be willing to consider offering employment to current employees of the current vendor.

The staffing program must provide, at a minimum, the services described in this RFP. The table below describes a possible staffing pattern. **An additional alternative proposal will be considered if it is thoroughly justified as to providing required levels of service.**

SHELBY COUNTY CRIMINAL JUSTICE CENTER

POSITION	FTEs
Head Administrator (if Provider provides services at more than 1 facility)	.60
Administrator	1.00
Medical Director	.60
Physician	1.00
Psychiatrist	1.00
PA/NP	2.00
Dentist	1.00
DON	1.00
Director of Medical Records	1.00
Mental Health Program Director	1.00
RN Nursing Supervisors	3.00
Mental Health Professional (M.A.)	5.61
Mental Health Worker (B.A.)	2.40
X-Ray Technician	.30
RN Days	5.20
RN Evenings	2.40
RN Nights	1.40
Psych RN	1.00
Intake RN	3.00
Sick Call RN	2.00
LPN Days	13.00
LPN Evenings	11.40
LPN Nights	5.60
Quality Improvement/Infection Control Nurse (RN)	1.00
Infection Control Nurse (LPN)	.70
Dental Assistant	1.00
Medical Records Clerk Days	4.60
Medical Records Clerk Evenings	2.40
Medical Records Clerk Nights	1.00
Ward Clerk Days	1.00
Ward Clerk Evenings	1.00
Medication Manager	3.00
Medical Assistant	4.80
Secretary/Admin. Asst.	2.00
TOTAL	89.01

SHELBY COUNTY JAIL EAST

POSITION	FTES
RN Nursing Supervisor	1.00
Medical Director Physician	.40
PA/NP	.80
Psychiatrist	.30
Dentist	.15
Mental Health Professional (M.A.)	1.40
RN Days	1.40
RN Evenings	1.40
RN Nights	1.40
Intake LPN	2.00
Infection Control Nurse (LPN)	.70
LPN Days	3.80
LPN Evenings	2.20
Medical Assistant	3.40
Dental Assistant	.15
Secretary/Admin. Asst.	1.00
Medical Records Clerk	1.00
TOTAL	22.50

PERFORMANCE INDICATORS FOR SHELBY COUNTY JAIL AND JAIL EAST

1. To support decisions regarding inmate housing needs/precautions and referrals, and to expedite initiation of appropriate medical care, the following evaluations must be accomplished within 24 hours of intake: medical and mental health, pharmacotherapeutic needs, TB risk, substance abuse/dependency status, and suicide risk.

2. Each inmate will complete an initial health assessment, tuberculosis screening review, and dental screening by the 14th day of incarceration.

3. Upon medical intake identification of a diabetes mellitus diagnosis, the inmate will be referred to the Chronic Care Clinic (CCC), have medications documented, and undergo blood glucose assessment within 2 hours of intake.
4. Inmates identified to have diabetes mellitus will undergo blood glucose assessment within 2 hours of intake to determine glucose status, need for higher provider referral, diabetic medication evaluation and adjustment within 24 hours, and medication initiation within 24 hours of provider order.
5. Inmates with GERD, diabetes mellitus, HIV, seizure disorder, asthma, cardiovascular disease, and other chronic conditions will receive care reflecting the community standard in the CCC that includes critical assessment and health maintenance components at all times.
6. Upon medical intake identification of an HIV+/AIDS diagnosis, the inmate reports compliance and prescription status, receives referral to the CCC, and signs a Release of Information form for medication and treatment within 24 hours of intake.
7. Inmates with any chronic condition such as GERD, diabetes mellitus, HIV, seizure disorder, asthma, or cardiovascular disease will be assessed during intake for enrollment into the CCC where a treatment plan, structured education, and monthly scheduled assessment/management will be provided.
8. Medical sick call requests are triaged within 24 hours of receipt into medical department, seen by nurse within 24 hours (within 72 hours on weekends), and referred to a higher level provider for conditions not in the nurse's scope of practice.
9. Dental sick call requests will be triaged within 24 hours of receipt into medical department, seen within 24 hours of triage (within 72 hours on weekends), and assigned a dental clinic appointment.
10. Upon medical intake identification of a mental health diagnosis or mental health symptomatology, the inmate will be referred to receive extended mental health screening, diagnosis and management.
11. Legal documentation (both a controlled substances log and MAR) will be provided at all times regarding each administration of a controlled substance to an inmate.
12. At all times the inmate medical record will contain completed health assessment forms, current problem list and treatment plans, medication administration record, and results of diagnostic studies and be in accordance with legal standards relative to medical documentation.

13. Inmate housing and step-down progression are based on findings of intake suicide screening and subsequent daily medical assessment/documentation regarding mental status.
14. Drug withdrawal observation schedule and treatment plan are based on findings of intake screening and subsequent flow sheet documentations regarding withdrawal status.
15. Provider will contract with a Methadone provider for the treatment and management of pregnant opioid addicted inmates.
16. Medical staff will initiate, within 4 minutes of an inmate medical emergency, appropriate medical response including assessment, documentation, treatment, and follow up.
17. The inmate medication administration record will document all medication allergies, initiation of medication orders within 48 hours of order, appropriate documentation for start-stop dates and any missed doses, and professional administration of each medication dose.
18. Medical record documents verification of psychotropic medication orders within 24 hours of intake and initiation of psychotropic medications within 48 hours of the order.
19. Inmate medical grievances will receive response from the medical department within 5 calendar days of receipt.
20. Correctional health staff will be provided the customary occupational training regarding protection from injury and infection.
21. Correctional health care will be delivered in accordance with customary public health standards for laboratory, medical risk control, safety/security, medication administration and medication storage and administration.

D. SCOPE OF WORK - STAFFING REQUIREMENTS / PERFORMANCE INDICATORS FOR THE SHELBY COUNTY CORRECTIONAL CENTER

Providers will be expected to provide the following services as part of the health services program:

1. Receiving Screening

A receiving screening exam shall be performed on all inmates upon their arrival. Qualified health care personnel, including the presence of at least one (1) LPN or personnel of higher certification and authority must perform the exam.

At a minimum, the receiving screening should include inquiry into the following:

- a. Current illness and health problems including mental, dental and communicable diseases;
- b. Body deformities and ease of movement;
- c. Condition of skin, including trauma markings, bruises, lesions, jaundice, rashes and infestations and needle marks or other indications of drug abuse; and
- d. Height, weight, blood pressure and current medications.

Receiving screening exams should include as necessary dispositions such as:

- e. Referrals to an appropriate health care facility on an emergency basis;
- f. Placement in the general inmate population and referral to the appropriate health care services; and
- g. Placement in the general inmate population with restriction(s).

2. Health Appraisal

A health appraisal examination for each inmate must be completed by a qualified health care professional within seven (7) days of arrival.

The health appraisal should include but not necessarily be limited to the following:

- a. Review of the receiving screening;
- b. Complete history and physical examination;
- c. Mental health evaluation when appropriate based on a referral from Division's mental health unit staff;
- d. Laboratory tests, including RPR, PPD skin test, and HIV, if indicated;
- e. Other tests and examinations that may be required, requested and indicated by the facility staff appropriate for the age/sex of the inmate; and
- f. Initiation of therapy when appropriate.

3. Daily Triaging of Sick Call Requests

Sick call requests from inmates must be processed within 24 hours as follows:

- a. Health trained personnel shall solicit and retrieve and daily act upon all call requests with referrals to qualified health care personnel as required. All requests are to be date and time stamped as to time of receipt, time of triage and time of treatment.
- b. The provider staff shall determine the appropriate triage mechanism to be utilized for specific categories of complaints. Inmates with emergency issues shall be seen the same day, urgent issues shall be seen within 48 hours (additional 48 hours allowed on weekends) and routine in not longer than five (5) week days. Provider will define terms and conditions covered by each category of issues in their proposal. If required, inmates will be referred to a physician, dentist or other specialist.

4. Sick Call

Sick call shall be conducted at least five (5) days a week for all inmates. 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 housing location.

5. Hospital Care

When hospitalization of an inmate is required, the successful providers shall be responsible for the arrangement of hospital care precisely as per the policies and procedures related to transferring inmates for inpatient care, as specified by The County. These policies and procedures, which will be subject to change based on The County's arrangements with hospitals for inpatient inmate healthcare, will be conveyed by the County to the provider, but such changes will not impact the cost of the provider's contracted services. Expenses associated with inmate hospitalization, when arrangements are made as per the specified and conveyed County policies and procedures, are paid by Shelby County. However, inpatient costs incurred by the provider's arrangement for hospital care outside of, or contrary to, those guidelines will be at the expense of the provider.

When hospitalization of an inmate is not required, but the care for the inmate would not be appropriately provided within the housing units for the general population at the Corrections facility, a medical housing unit will have to be operated by the provider. Thus, the provider will have to demonstrate how such a medical housing unit will be operated for inmates from Corrections, and include that both separately and jointly as part of the bid.

The provider shall implement a protocol for enhanced communication between medical professionals who transfer any inmates between the facilities and an outside medical facility. This protocol must be in place immediately upon commencement of services and must be monitored routinely through the Provider's Quality Improvement program. The protocol shall

also expressly authorize the provider's physician(s) to refuse, on medical grounds, to admit (or refuse to accept a transfer of) an inmate from any outside medical facility consistent with state law.

Provider will adhere to facility's internal Policies and Procedures which provide direction to staff in accomplishing the transfer of inmates to outside medical facilities once the Provider's physician determines, on medical grounds, that the inmate should no longer be housed at the facility.

6. Specialty Services

As with hospital care, inmates will periodically require the services of a medical specialist. The successful provider shall be responsible for the arrangement of all specialty care precisely adhering to the policies and procedures related to arranging specialty care for inmates, as specified by The County. These policies and procedures, which will be subject to change based on the County's arrangements with various specialty providers, will be conveyed by the County to the provider, but such changes will not impact the cost of the provider's contracted services. Expenses associated with specialty care, when arrangements are made as per the specified and conveyed County policies and procedures, are paid by Shelby County. However, costs incurred by the provider's arrangement for specialty care outside of, or contrary to, those guidelines will be at the expense of the provider.

7. Emergency Services

The successful provider shall make provisions for 24-hour emergency medical and dental care including, but not limited to, 24-hour medical on-call services. Transfers for emergency services must precisely adhere to the policies and procedures related to arranging emergency services for inmates, as specified by the County. These policies and procedures, which will be subject to change based on the County's arrangements with various hospitals, will be conveyed by the County to the provider. Emergency ambulance services are provided by the Memphis Fire Department and paid for by the provider. Non-emergency ambulance services are provided by a contracted ambulance service and paid for by the County. The cost of ambulance services will become the responsibility of the provider if the inmate is transferred for care to a facility or in a manner outside of, or contrary to, County guidelines.

8. Laboratory, Radiologic, and Ancillary Services

The successful providers shall be responsible for the provision of all laboratory, x-ray, and other ancillary services as required and indicated.

The provider shall specify the types of diagnostic services that will be available on-site and which will be available through off-site contracts. The provider will arrange and/or provide for any laboratory services required and shall assume all costs for laboratory services. The

cost of any radiological services required will be the responsibility of the provider. Services used by the provider must meet all applicable regulatory requirements. To the extent that such services are required as part of visits of The Med, including specialty clinics, these costs are covered by the County.

The successful provider shall have no responsibility to test inmates or SCDOC staff for drugs or illegal substances under this contract. However, the Provider will agree to collect specimens requested by the SCDOC when they are required.

All agreements for any contractual services shall be in place at the contract start-up date.

9. Dental Care

Provider will be responsible for arranging or providing for Emergency dental needs.

The provider shall propose a method to deliver the following dental care services at a minimum:

- a. Treatment of pain;
- b. Extractions;
- c. Dental hygiene;
- d. Oral surgery services;
- e. Repairs of dentures and dental appliances; and
- f. Simple restoration to prevent tooth loss.

10. Medical Records

Provider will maintain a system of medical records management that complies with HIPAA privacy and security requirements. All inmates must have an individual medical record which is kept up to date at all times, and which complies with problem oriented medical record format and standards. The record shall be maintained at all times at SCDOC. Provider agrees to utilize any electronic medical records system owned or acquired by the County. Any interfaces necessary for the Provider to exchange data with the County's electronic medical records system will be fully borne by the Provider. All medical records are the property of the County and will be retained by the County at the end of any agreement for services. There shall be full cooperation in the transfer of records to any subsequent provider for the County or to the County at no additional cost to the County.

11. Pharmaceuticals and Medical/Operational Supplies

All prescription and non-prescription medication, medical supplies, medical forms, office supplies, medical records, books, periodicals, uniforms and lab coats will be the responsibility of the successful provider. The successful provider shall operate and maintain an Institutional Pharmacy, fully licensed by the Tennessee State Board of Pharmacy on-site at the SCDOC or otherwise provide a method of insuring provision of all prescription medications in a timely manner to inmates in a legal manner.

The responsible dentist, physician or nurse practitioner must prescribe all medications and records of administration must be maintained.

12. Special Medical Program

For inmates with special medical conditions requiring close medical supervision, an individualized treatment plan shall be developed and maintained.

The Provider, in concert with the facility, will at all times maintain a protocol to identify inmates requiring heightened medical and/or mental health monitoring. The policy shall prescribe a method of triaging these special needs inmates for classification and assigning housing based on assessed need, and specify means of providing enhanced monitoring for inmates who require such close monitoring, pursuant to the County's policies, but for whom no space is available in the housing unit referred to as special needs housing.

The Provider must demonstrate the capacity to appropriately staff, where required, the care of non-acute, chronically ill inmates who do not require inpatient care, but whose care cannot be accommodated within the housing units for the general Corrections population.

13. 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.

14. Administration

Providers must provide for the clinical and managerial administration of the health care program. The provider's program shall comply with the specifications, TCI Standards, local and state laws and correctional best practices.

15. Support Services

Providers must demonstrate their ability to manage and support the program they propose.

16. Limitation of Services

Medical care provided under this contract shall be strictly limited to inmates housed on SCDOC property. Medical services to Shelby County employees are the responsibility of Shelby County Government except that Division employees and any visitors to SCDOC property shall be seen in emergency situations and referrals made.

17. Psychiatric Services

On-site psychiatric services shall be provided to inmates in accordance with ACA and TCI standards and correctional best practices.

18. Infection Control

Provider shall provide a complete infection control program in accordance with NCCHC and ACA standards, as well as the 2002 DOJ Settlement Agreement. The provider shall provide monthly trends of all infections including outcome reports to the MSRT committee. The provider must demonstrate an understanding of, and experience with, how to coordinate with security staff when isolation or quarantine is required.

19. Sexual Violence

Inmates that are victims of sexual violence will be seen according to the policy of Prison Rape Elimination Act (PREA) and the provider.

20. Service Management

Provider shall provide a utilization Management Plan for every inmate treated in a hospital. The plan shall include daily monitoring of inmate conditions and plans for return to the SCDOC.

The provider shall develop plans for continuity of care for new arrivals and returns from hospitals and outside providers.

STAFFING REQUIREMENTS – SHELBY COUNTY CORRECTIONAL CENTER

Adequate health care personnel required to provide those services listed in this RFP must be provided by the successful provider. This is to include staffing of physicians, dentists, nurses, pharmacists, clerical staff and the administrative and other personnel required to comply with the purpose and intent of this RFP. Minimum staffing shall include professionally trained personnel assigned to all five (5) medical clinics 24 hours/day, seven (7) days per week in adequate numbers to respond to emergency medical problems.

The health services and programs shall be managed by a single executive authority (hereafter “Health Administrator”), employed by the successful provider, whose responsibilities include, but are not limited to, arranging of adequate levels of quality, accessible health care services to inmates. This

individual will be responsible for overall management of staff, programs, and services. Although selection of staff will be the responsibility of the Health Administrator, retention of shall be subject to approval by the Director of the SCHD on behalf of the County. Such recommendations by the County shall not be unreasonably refused. The Health Administrator must meet at least quarterly with SCDOC officials, and others as designated by Shelby County Government, in order to facilitate communication, establish policy, explore problems, and ensure conformity with the contract.

Shelby County will designate an individual who will have the full authority and responsibility for coordinating all matters with the Health Service Administrator at the facility. This person will serve as the Contract Administrator for Shelby County. In addition, the SCHD Clinical Services Monitor will be responsible for assessment, monitoring, and reports (in conjunction with the Contract Administrator) regarding clinical aspects of care delivery by the Provider.

The Contract Administrator and the SCHD Clinical Services Monitor shall be invited to attend all meetings conducted by the Health Administrator, or designee regarding quality assurance reviews and/or inspections of the health facilities. The Health Administrator will keep documentation of all staff meetings and joint administrative meetings on file. A copy of all meeting minutes will be forwarded to the Contract Administrator, who may attend all meetings.

The staffing program must provide, at a minimum, the services described in this RFP. The table below describes a possible staffing pattern. **An additional alternative proposal will be considered if it is thoroughly justified as to providing required levels of service.**

The Provider must be willing to consider offering employment to current employees of the current vendor.

Shelby County Division of Corrections

<u>Position</u>	<u>FTES</u>
Head Administrator (if Provider provides services at more than 1 facility)	.40
Administrator	1.00
Medical Director	1.00
Physician	0.50
Psychiatrist	.25
Psych FNP	2.00
Psychologist	1.00
PA/NP	1.00
Dentist	0.80
Director of Nursing	1.00
RN Supervisor	2.00
Director Of Medical Records	1.00
Quality Improvement/Infection Control Nurse (RN)	1.00
RN Days	4.20

RN Evenings	3.80
RN Nights	2.40
LPN Days	13.40
LPN Evenings	11.60
LPN Nights	7.20
Dental Assistant	0.80
Medical Records Clerk Days	2.00
Medical Assistant	1.00
Secretary/Admin. Asst	1.00
Total Personnel	60.35

PERFORMANCE INDICATORS FOR CORRECTIONAL HEALTH

1. Medical and mental health screening and intake medication history are referenced in decisions regarding inmate housing referrals, detox/withdrawal support, and medication initiation within 24 hours of medical intake. To support decisions regarding inmate housing needs/precautions and referrals, and to expedite initiation of appropriate medical care, the following evaluations must be accomplished within 24 hours of intake: medical and mental health, pharmacotherapeutic needs, TB risk, substance abuse/dependency status, and suicide risk.
2. Each inmate will complete tuberculosis screening upon intake.
3. Each inmate will complete an initial health assessment and dental screening by the 7th day of incarceration.
4. Upon medical intake identification of a diabetes mellitus diagnosis, the inmate will be referred to the Chronic Care Clinic (CCC), have medications documented, and undergo blood glucose assessment at intake.
 - a. Inmates identified to have diabetes mellitus will undergo blood glucose assessment upon intake to determine glucose status, need for higher provider referral, diabetic medication evaluation and adjustment within 24 hours, and medication initiation within 24 hours of provider order.
 - b. Inmates with diabetes mellitus will receive care reflecting the community standard in the CCC that includes critical assessment and health maintenance components at all times.
5. Upon medical intake identification of an HIV+/AIDS diagnosis, the inmate reports compliance and prescription status, receives referral to the CCC, and signs a Release of Information form for medication and treatment within 24 hours of intake.

6. Inmates with any chronic condition will be assessed during intake for enrollment into the CCC where a treatment plan, structured education, and monthly scheduled assessment/management will be provided.
7. Dental and medical sick call requests will be triaged within 24 hours of receipt into medical department and treated within 24-48 hours of triage (unless deemed to be an emergency and treated that day) (additional 48 hours allowed on weekends), and assigned a follow-up appointment if necessary.
8. Legal documentation (both a controlled substances log and MAR) will be maintained at all times, regarding each administration of a controlled substance to an inmate.
9. At all times the inmate medical record will contain completed health assessment forms, current problem list and treatment plans, medication administration record, and results of diagnostic studies and comply with legal standards relative to medical documentation.
10. Drug withdrawal observation schedule and treatment plan are based on findings of intake screening and subsequent flow sheet documentations regarding withdrawal status.
11. Provider will contract with a Methadone provider for the treatment and management of pregnant opioid addicted inmates.
12. Medical staff will initiate all Code Whites within 4 minutes of an inmate medical emergency. Appropriate medical response includes assessment, documentation, treatment, and follow up.
13. The inmate medication administration record will document all medication allergies, initiation of medication orders within 48 hours of order, appropriate documentation for start-stop dates and any missed doses for any reason, and professional administration of each medication dose.
14. Medical record will document verification of psychotropic medication orders within 24 hours of intake and initiation of psychotropic medications within 24-48 hours of the order.
15. Inmate medical grievances will receive response from the medical department within 5 calendar days of receipt.
16. Correctional health staff will, at all times, be provided the customary occupational protections from injury and infection.
17. Correctional health care will, at all times, be delivered in accordance with customary public health standards for laboratory, medical risk control, safety/security, medication administration, and medication storage and administration.

E. SCOPE OF WORK - STAFFING REQUIREMENTS FOR THE JCMSC

Providers will be expected to provide the following services as part of the health services program:

The health care provider is contracted to provide medically appropriate and necessary health care service to detainees at the JCMSC facility. While providing these services, the health care provider will maintain a structured Continuous Quality Improvement Program (CQI) focused on enhancing the quality of care provided by vendors ultimately resulting in improved health outcomes. The Contract Monitors and the Medical Service Review Team (MSRT) will review the Provider's systemic and procedural audits with enhanced requirements. The provider will provide systemic audit reports that reflect statistical and narrative data, including at the least four components – 1) a statement of observed trends, 2) a summary and conclusion of findings based on trends, 3) a corrective action plan (CAP) with specified timeframe for remedy based on findings reported, and 4) that the complete audit report be submitted by the specified deadline. Upon approval of the Provider's submitted report by MSRT, modifications are made to policy and procedure and thereafter implemented and monitored for compliance and sustainability.

- Within a specified timeframe the provider will be required to submit a written follow-up/status report reflecting implementation and sustainment of the finalized CAP. This report will be included in MSRT meeting minutes for documentation.

The Contract and Clinical Services Monitors will consistently monitor and audit all aspects of care and services that the provider provides to ensure compliance to the mutually agreed upon County Contract. Following these contract monitoring audits we will continue to provide summary analyses of findings, however, we will advance our practice of merely providing verbal recommendations to that of including, as part of our report, the written recommendations based on prevalent trends.

Should the Contract Monitor audits of the health care provider document areas of non-compliance to the contractual agreement, these deficiencies will require CAPs (with specified timeframes for remedy) that will be approved by the Contract Monitors and members of the MSRT. Should the CAPs not be provided or implemented as approved, County responses will be activated according to contract.

1. Receiving/Medical Intake Screening

A receiving (intake) screening exam shall be performed on all detainees upon their arrival. The exam must be performed by qualified health care personnel. Provider must ensure continuation of prescription medications within 24 hours of intake.

At a minimum, the receiving/medical intake screening process should include inquiry into the following:

- a. Current illness and health problems including mental, dental and infectious diseases;

- b. Body deformities, ease of movement, independent locomotive ability;
- c. Condition of skin, including trauma markings, bruises, lesions, jaundice, rashes and infestations and needle marks or other indications of drug abuse;
- d. Height, weight, blood pressure and current medications; and
- e. Accurate determination of detainees in need of mental health services (including alcohol or drug withdrawal and suicide prevention screening).

Disposition such as:

- a. Isolation of any potentially infectious youth;
- b. Referrals to a chronic care specialty clinic, if indicated;
- c. Referral to an appropriate health care facility on an emergency basis;
- d. Placement in the general detainee population and referral to the appropriate health care services; and
- e. Placement in the general detainee population with specific restrictions.

2. Health Assessment – Youth in the facility must receive initial and periodic health assessments.

An initial health screening examination for each detainee must be completed by a qualified health care professional within 7 days of detention.

The health screening should include but not necessarily be limited to the following:

- a. Review of receiving screening information.
- b. Complete history and physical examination if required;
- c. Mental health evaluation when appropriate;
- d. Laboratory tests, including VDRL, PPD skin test, and if indicated, HIV;
- e. Immunization history and vaccine administration.
- f. Other tests and examinations that may be required and indicated by the facility staff or Department of Health; and.

- g. Initiation of therapy when appropriate.

3. Daily Triage of Complaints/Grievances

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

- a. Provider's health trained personnel shall solicit and act upon all complaints with referrals to qualified health care personnel as required.
- b. Provider's medical staff shall determine the appropriate triage mechanism to be utilized for specific categories of complaints. If required, detainees will be referred to a physician or nurse practitioner.
- c. Detainees will receive acknowledgement of actions "in progress" that require longer than five (5) days to resolve.
- d. Grievance data shall be analyzed, trended and integrated into the Quality Improvement Program, not solely limited to timeliness.

4. Sick Call

Sick call shall be held daily for detainees. If an detainee's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the detainee's confinement, such as disciplinary segregation.

Sick call shall be held at least five (5) days per week for the general population.

Qualified medical staff must review sick call request forms within 24 hours of receipt in the medical department. All requests are to be date and time stamped upon receipt, time of triage, and date and time of medical response. Provider must assure that for non-emergency requests, detainees are seen by a qualified medical professional no more than 24 hours after submission of the request, or, if requests are first reviewed by qualified staff, within another 24 hours of that review, except that detainees may be seen within 72 hours of submission of a request on weekends.

5. Hospital Care

When hospitalization of an detainee is required, the successful providers shall be responsible for the arrangement of hospital care precisely as per the policies and procedures related to transferring detainees for inpatient care, as specified by The County. These policies and procedures, which will be subject to change based on The County's arrangements with hospitals for inpatient detainee healthcare, will be conveyed by the County to the provider, but such changes will not impact the cost of the provider's contracted services. Expenses associated with detainee hospitalization, when arrangements are made as per the specified and conveyed County policies and procedures, are paid by Shelby County. However, inpatient

costs incurred by the provider's arrangement for hospital care outside of, or contrary to, those guidelines will be at the expense of the provider.

When hospitalization of an detainee is not required, but the care for the detainee would not be appropriately provided within the housing units for the general population, a medical housing unit will have to be operated by the provider. Thus, the provider will have to demonstrate how such a medical housing unit will be operated for detainees, and include that both separately and jointly as part of the bid.

The provider shall implement a protocol for enhanced communication between medical professionals who transfer any detainees between the facilities and an outside medical facility. This protocol must be in place immediately upon commencement of services and must be monitored routinely through the Provider's Quality Improvement Program. The protocol shall also expressly authorize the provider's physician(s) to refuse, on medical grounds, to admit (or refuse to accept a transfer of) an detainee from any outside medical facility consistent with state law.

Provider will adhere to facility's internal Policies and Procedures which provide direction to staff in accomplishing the transfer of detainees to outside medical facilities once the Provider's physician determines, on medical grounds, that the detainee should no longer be housed at the facility.

6. Specialty Services

As with hospital care, detainees will periodically require the services of a medical specialist. The successful provider shall be responsible for the arrangement of all specialty care precisely adhering to the policies and procedures related to arranging specialty care for detainees, as specified by The County. These policies and procedures, which will be subject to change based on The County's arrangements with various specialty providers, will be conveyed by the County to the provider, but such changes will not impact the cost of the provider's contracted services. Expenses associated with specialty care, when arrangements are made as per the specified and conveyed County policies and procedures, are paid by Shelby County. However, costs incurred by the provider's arrangement for specialty care outside of, or contrary to, those guidelines will be at the expense of the provider.

7. Emergency Services

The successful provider shall make provisions for 24-hour emergency medical and dental care including, but not limited to, 24-hour medical on-call services. Transfers for emergency services must precisely adhere to the policies and procedures related to arranging emergency services for detainees, as specified by The County. These policies and procedures, which will be subject to change based on The County's arrangements with various hospitals, will be

conveyed by the County to the provider. Emergency ambulance services are provided by the Memphis Fire Department. Non-emergency transport services are provided by JCMSC.

8. Dental Care

Provider will arrange for emergency dental services to be provided by a licensed dentist. No preventative, restorative, or cosmetic dental care will be required. If done at Cawthon, remove this from the RFP.

9. Medical Records

Provider will maintain a system of medical records management that complies with HIPAA privacy requirements. All detainees must have a medical record that is kept up to date at all times, and which complies with problem oriented medical record format and standards. The permanent record shall be maintained at all times at the housing facility. The provider must demonstrate prior experience with the use of an electronic medical record format. Provider agrees to utilize any electronic medical records system owned or acquired by the County. All medical records are the property of the County and will be retained by the County at the end of any agreement for services. There shall be full cooperation in the transfer of records to any subsequent provider for the County or to the County at no additional cost to the County.

10. Pharmaceuticals/ Medical Supplies/ Medication Administration

All prescription and non-prescription medication, medical supplies, medical forms, office supplies, medical records, books, periodicals, uniforms and lab coats will be the responsibility of the successful provider with the exception of HIV meds and TB meds. HIV meds are provided by the the designated pediatric HIV provider and TB meds are provided by the local health department.

All medications must be ordered in a systematic manner by an appropriate practitioner and records of administration must be maintained, including documentation of any missed doses of medication and reimbursement to the County for unused medications as appropriate.

All prescription and non-prescription medication will be ordered, stored and issued in accordance with Pharmacy Law.

11. Special Medical Program

For detainees with special medical conditions requiring close medical supervision, an individualized treatment plan shall be developed and maintained.

The Provider, in concert with the facility, will at all times maintain a protocol to identify and supervise detainees requiring heightened medical and/or mental health monitoring. The policy shall prescribe a method of triaging these special needs detainees including recommendations for medically necessary special housing and enhanced monitoring for detainees who require such close monitoring, pursuant to JCMSC's policies as required by the Department of Justice, but for whom no space is available in the housing unit referred to as special needs housing.

12. Health Promotion

As a component of primary health care, health promotion services for the provider's staff will be an important and required component of the total health care delivery system. This program should include health education, therapeutic diet (as indicated), benefits of physical activity, meeting of personal hygiene needs, and tobacco prevention. The Provider will consider the DOJ requirements when creating its Health Promotion plan.

13. Administration

Providers must provide the clinical and managerial administration of the health care program. The provider's program shall comply with the specifications of the local and state laws as well as the DOJ requirements. Providers are encouraged to review the Settlement Agreement to understand the education and experience requirements of health care staff.

14. Support Services

Providers must demonstrate their ability to manage and support the program they propose. Examples of areas to be discussed include policies and procedures, quality improvement and cost containment, as described in **Section XI**, of this RFP.

15. Mental Health Services

Provider shall provide a complete mental health program in accordance with NCCHC and ACA standards, as well as required by the Department of Justice. This program must include, at a minimum, a suicide screening and prevention program and measures for management of alcohol and drug withdrawal.

Mental health workers shall make daily rounds to all regular housing units.. Mental health workers shall speak regularly with detention officers on these rounds to assess whether detainees, who have not self-identified as requiring mental health care, should be evaluated by a mental health professional.

The Provider shall provide sufficient qualified mental health/medical staff to respond promptly to requests from detention staff for intervention, including, assessment and monitoring of detainees identified at intake, as allowed per HIPAA regulations.

Intake screening will include a system of Problem List review to identify high-risk medical characteristics.

Provider shall monitor all use of therapeutic restraints pursuant to the Court's Use of Force Policy. Mental Health Personnel will be consulted prior to use of force with any detainee identified as having a mental illness.

Provider shall adopt policies of JCMSC and ensure full compliance to the provisions as required by the Department of Justice. Provider shall perform services including, but not limited to the following:

- a. Conduct intake screening for suicide risk and other mental health concerns in a confidential environment by a qualified individual for the following: past or current suicidal ideation and/or attempts; prior mental health treatment; recent significant loss, such as the death of a family member or a close friend; history of mental health diagnosis or suicidal behavior by family members and/or close friends; and suicidal issues or mental health diagnosis during any prior confinement.
- b. Provider shall develop procedures on initiating and terminating precautions.
- c. Within 24 hours of any detainee expressing suicidal intent or otherwise showing symptoms of suicide, a Qualified Mental Health Professional (QMHP) shall conduct an assessment using an appropriate, formalized suicide risk assessment instrument.
- d. Within 2 hours of any detainee placed on direct observation suicide precautions, a QMHP shall conduct an evaluation on the detainee.
- e. A QMHP shall regularly, but no less than daily, reassess detainees on suicide precautions to determine whether the level of precaution or supervision shall be raised or lowered, and shall record these reassessments in the detainee's medical chart.
- f. Following each daily assessment, a QMHP shall provide JCMSC staff with relevant information regarding a detainee on suicide precautions that affects the JCMSC staff's duties and responsibilities for supervision, including at least: known sources of stress for the potentially suicidal detainee; the specific risks posed; and coping mechanisms or activities that may mitigate the risk of harm.

Provider shall report all incidents of self-harm to the JCMSC Administrator, or his or her designee, immediately upon discovery.

16. Infection Control

Provider shall provide a complete infection control program in accordance with NCCHC and ACA standards. The provider shall provide monthly trends of all infections including outcome reports to the MSRT committee. The Provider must demonstrate an understanding of, and experience with, how to coordinate with security staff when isolation or quarantine is required.

17. Reproductive Health

Provider shall facilitate a program that addresses the reproductive health of juveniles including contraception services, pregnancy testing, and care of pregnant youth.

18. Sexual Violence

Detainees that are victims of sexual violence will receive care according to the policy of Prison Rape Elimination Act (PREA), DOJ, and the Provider.

19. Transfer from Facility

Provider shall participate in a system that ensures continuity of care for detainees upon release from system and/or transfer to another detention facility.

STAFFING REQUIREMENTS – JCMSC

Adequate health care personnel required to provide services listed in this RFP must be provided by the successful provider. This is to include staffing of physicians, dentists, mental health personnel, nurses, non-nursing certified healthcare providers, clerical staff and the administrative and other personnel required to comply with the purpose and intent of this RFP. On-call services shall be provided twenty-four hours per day, seven days per week.

The health services and program shall be managed by a single executive authority (hereinafter "Health Administrator"), employed by the successful provider, whose responsibilities include, but are not limited to, arranging of adequate levels of quality, accessible health care services to detainees. This individual will be responsible for over-all management of staff, programs, and services. Although selection of staff will be the responsibility of the Health Administrator, retention of shall be subject to approval by the Director of the SCHD on behalf of the County. Such recommendations by the County shall not be unreasonably refused. Moreover, the Health Administrator must meet at least quarterly with facility officials, and others as designated by Shelby County Government, in order to facilitate communication, establish policy, explore problems, and ensure conformity with the contract.

The Contract Monitor shall be invited to attend all meetings conducted by the Health Administrator, or designee, regarding quality assurance reviews and/or inspections of the health facilities. Documentation (minutes) of all staff meetings, to include topics/subjects covered, and meetings

between medical administration and any county administrator and joint administrative meetings will be kept on file by the Health Administrator. Documentation of all provider staff meetings and meetings between the provider and county administrators, to include topics/subjects covered, will be kept on file by the Health Administrator.

The Provider must be willing to consider offering employment to current employees of the current vendor.

The staffing program must provide, at a minimum, the staff described in the tables below:
24/7/365 coverage MUST be provided.

JCMSC

POSITION	FTES
Administrator/DON	1.00
Physician/Medical Director	.50
RN Days	1.00
RN Evenings	1.00
RN Nights	1.00
Psychologist/Psychiatrist	.50
FNP	1.00
Administrative Technician	1.00
TOTAL	7.00

Alternative Staffing plan will be accepted for consideration.

X. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a written contract which will include at least the terms and conditions set forth herein below, and/or such additional terms and conditions favorable to Shelby County as may be customary and/or reasonable under the circumstances. **See Attachment C for an example of the contract expected to be entered into.**

a. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

- (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

In the event of the filing of a petition in bankruptcy by or against the successful provider, Shelby County shall have the right to terminate the contract upon the same terms and conditions as a termination for default.

In the event of the filing of a petition in bankruptcy by or against successful provider, the successful provider shall immediately so advise Shelby County Government. The successful provider shall assure that all tasks related to the successful provider are performed in accordance with terms of the contract.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving one hundred twenty (120) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

(f) Shelby County may terminate the contract for cause whenever it determines that the successful provider has failed to perform its contracted duties and responsibilities in a timely and proper manner and is unable to cure such failure within a reasonable period of time as determined by Shelby County, taking into consideration the gravity and nature of the default, or if the successful provider shall violate any of the terms of the Contract. Such termination shall be referred to herein as "Termination for Default." Shelby County shall withhold payments in excess of fair compensation for work completed, and shall require the successful provider to repay to Shelby County any funds expended in contravention of the contract. The Provider shall further have the ability to terminate the contract for cause.

(g) The rights and remedies of Shelby County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. The successful provider shall not be relieved of its liability to Shelby County for damages sustained by virtue of breach of the contract.

(h) Shelby County or Provider may terminate the contract for convenience without cause by giving written notice to the other party, at least one hundred twenty (120) days before the effective date of such termination, if for any reason Shelby County or Provider determines that such termination is in the best interest of Shelby County.

In the event of termination of the contract for convenience, the successful provider shall be entitled to receive, and shall be limited to, just and equitable compensation for any satisfactory authorized work completed as of the termination date.

(i) In the event that local or state funds for the contract become unavailable, the Shelby County Government shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience. Availability of funds shall be determined at the sole discretion of the Shelby County Government by giving 90 (ninety) days written notice to the successful provider.

(j) In the event that the facility is damaged by fire or other casualty and that as a result of the damage any threat is posed to the safety, health or security of the inmates/detainees, staff and/or the public, the Shelby County Government shall have the right to terminate the contract, upon notice and without penalty. The provider shall be entitled in such event to receive just and equitable compensation for work completed as of the termination date.

The procedure on termination shall be as follows:

Upon delivery by certified mail to the successful provider of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, the successful provider shall do all things possible to terminate its services in a cost effective manner to operate and manage the facility as quickly, safely and efficiently, as possible with the utmost cooperation.

5. Subcontracting, Assignment Or Transfer. The successful provider will give full attention to the faithful execution of the contract, will keep the contract under its control, and will not by power of attorney or otherwise assign the contract to any other party.

Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No

subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Provider will not engage on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Consultant for a period of one year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Consultant's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting

the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default,

or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request from the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and

that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Provider warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) Provider agrees to indemnify, hold harmless and assist the county from and against any and all claims against county regarding, pertaining to and/or arising from the provision of medical services to County inmates/detainees, including but not limited to medical, pharmaceutical, dental and psychiatric services, health care personnel, and program support services pursuant to a contractual arrangement with the County or otherwise.

(g) Provider and County agree to notify the other in writing within thirty (30) days after either has received written notice of a claim. The County's defense including but not limited to legal fees and costs shall be at provider's cost and provider shall timely pay all such reasonable defense and legal fees and costs (to be) incurred by the County. Provider must, in the event of litigation, utilize counsel acceptable to County and also advise County of its defense strategy(ies) in advance and may not assert any defense without giving written notice of same to County. The County, if a named party, shall have the right to determine the forum for defense if more than one option exists. Provider shall pay all costs associated with removal to any federal jurisdiction, whether or not at the direction of the County. Provider shall provide County with copies of all medical records that are the subject of any litigation matter, without cost to County, and shall make any health care provider and/or expert available to the County upon its request and at no cost to the County.

(h) Provider shall in addition to its other agreements and obligations disclosed above indemnify, defend (with counsel acceptable to County) and hold harmless County and its elected officials, employees, agents and representatives from and against the following:

(i) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Provider, its officers, employees and/or agents, in connection with the performance of its contractual obligations and/or provision of services to County inmates/detainees.

(ii) Any claims for services rendered to Provider by any person or firm performing or supplying services, materials or supplies in connection with the performance of Provider's contractual obligations and/or provision of services to County inmates/detainees.

(iii) Any claims or losses to any person injured or property damage resulting from the negligent acts or omissions of Provider, its officers, agents or employees in the performance of its contractual obligations and/or provision of services to County inmates/detainees.

(iv) Any claims or losses resulting to any person or firm injured or damaged by Provider, its officers, agents or employees by the publication, translation, reproduction, delivery, performance, use or disposition of any data processed under the contract in a manner not authorized by the contract, or by federal or state regulations or statutes. Any failure of Provider, its officers, agents or employees to observe Tennessee law, including but not limited to, labor laws and minimum wage laws.

(v) Any claims, damages, penalties, costs and attorney fees arising from any failure of Provider, its officers, employees and/or agents, to observe applicable laws, including but not limited to, labor laws and minimum wage laws.

(vi) In the event that the County, its elected officials, employees or agents are sued for any claims, damage, costs and/or attorney fees for injuries or damages arising from the negligent or intentional acts or omissions of Provider, its officers, employees and/or agents, in connection with the performance of this Agreement, it's contractual obligations, and/or provision of services to County inmates/detainees.

2. Insurance Requirements. The Provider must include in its proposal certificates of insurance that the below listed minimum insurance requirements are in force and furnish proof of same for the Jail and Corrections. The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

PROFESSIONAL SERVICES/CONSULTANT PROJECTS GREATER THAN \$1,000,000

Minimum Limits of Insurance

Consultant/provider shall maintain coverage with limits of no less than:

- 1) Commercial General Liability Insurance - \$2,000,000 limit per occurrence bodily injury and property damage//\$5,000,000 General Aggregate Premises Operations/\$5,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees, volunteers and members of boards, agencies and commissions will be listed as additional insured's regarding

operations under this program. The insurance shall include coverage for the following:

- a) Premises/Operations
- b) Products/Completed Operations
- c) Explosion, Collapse, & Underground property coverage, if applicable
- d) Contractual
- e) Independent Contractors
- f) Broad Form Property Damage
- g) Personal & Advertising Injury

A copy of the policy endorsement showing the additional insureds will be included in documents provided to Shelby County Government by provider's insurance agent/broker/company.

- 2) Business Automobile Liability Insurance - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) Workers Compensation and Employers' Liability Insurance - Workers Compensation statutory limits as required by Tennessee. Coverage is to be provided on all:
 - a) Employers' Liability Coverage for \$1,000,000 per accident;
 - b) Employers' Liability Disease each employee \$1,000,000; and
 - c) Employers' Liability Disease Polity Limit \$1,000,000

The provider's workers compensation policy will include the following endorsement: **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT:** (form WC 00 03 13) A completed copy of this form will be included in documents provided to Shelby County Government by provider's insurance agent/broker/company.

- 4) Professional Liability Insurance – Medical Malpractice or professional liability covering the provider and all professionals employed or contracted by successful provider, in minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Should provider carry “claims made” insurance, the provider must purchase a “tail” to cover claims made through the statute of limitations.
- 5) Third Party Employee Dishonesty Coverage minimum limit of \$25,000 per employee or \$50,000 per claim.
- 6) All Risk coverage on provider's property, equipment, furnishings, and improvement and betterments. Provider will waive its right of subrogation against the County in

regards to its property. **(Shelby County will NOT waive its right to subrogate against Provider in the event of damage to Shelby County property.)**

- 7) Cyber Liability – minimum limit of \$500,000 per incident
- 8) Employment Practices Liability – minimum limit of \$500,000 per claim
- 9) Umbrella Liability – minimum limit of \$10,000,000 Aggregate

Self insured retentions or deductibles of \$50,000 or over per loss or claim must be reviewed and agreed to by Shelby County Government prior to commencement of work under this program.

All policies will provide for sixty (60) days written notice to Shelby County of cancellation of coverage provided, except 10 days notice for non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Contractor will provide immediate notice to Shelby County.

Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the Provider shall purchase an extended reporting endorsement and furnish evidence of same to the County.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf. Any insurance company of the Provider shall be authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

- 7) *Bid Bond or Cashier's Check* – Payable to Shelby County Government in the amount of \$50,000.00 must accompany each proposal when submitted.

The provider shall furnish Shelby County with proposal security in the form of a bid bond, cashier's check, a certified check drawn on a national or Tennessee bank, or satisfactory proof of an escrow account titled for the benefit of Shelby County, in the amount of \$50,000.00. Any of these instruments will serve as a guarantee that a Provider who receives notice of Shelby County's intent to award a contract will fulfill all requirements of this request for proposal. If the successful provider defaults in so doing, the bid bond shall become the property of Shelby County.

Any bid bond shall be written by the surety company authorized to do business in the State of Tennessee and signed by a Tennessee licensed resident agent and otherwise

acceptable to Shelby County Tennessee in its sole discretion. This bid bond shall accompany the proposal and shall be immediately effective, and shall not be due to expire, according to its own terms, until the contract has been fully executed by all parties. The bond shall be accompanied by a duly authenticated or certified document, in duplicate, evidencing that the person executing the bond on behalf of the surety is a licensed Tennessee agent for the bonding company. The authority to so execute the bond should be conferred prior to the date of the bond, and the document showing the date of appointment and enumeration of powers of the person executing the bond must be accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The provider agrees that the date of certification above described shall be the same date as the date the bond is issued by the provider and/or his surety.

The cost of the bid bond shall be borne by the provider.

The bid bond will be returned to all unsuccessful providers as soon as practicable after the opening of the proposals and/or termination of negotiations and to the successful provider upon the execution and submission of all contract documents, bond and insurance.

8) *Performance Bond* – The successful Provider will be required to provide the County within ten (10) days from inception date of this contract a Performance Bond in the amount of \$1,000,000 for each year that this contract is in effect. Said Bond may be pro-rated for the initial year in the event that this period of time is less than a full twelve (12) month period.

B. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on January 31, 2013, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original copy (clearly identified as original) and fourteen (14) copies of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposer's name and "**CONFIDENTIAL, INMATE MEDICAL SERVICES, RFP #13-012-31**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the

proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

C. **PROPOSAL FORMAT**

Response to this RFP must be in the form of a proposal package that must be submitted in the following format. **Please download all attachments and exhibits to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm:
 - a. Name and address of the provider;
 - b. Name, title and telephone number of the contact person for the provider;
 - c. A statement that the proposal is in response to this RFP; and
 - d. The signature, typed name and title of the individual who is authorized to commit the provider to the proposal.
2. Comprehensive Response

This portion of the proposal must address each item listed below:

A. Introduction

1. Company Profile

- (a) Date organized to provide health care services in correctional facilities such as the Jail, Jail East, Correctional Center and Juvenile Court
- (b) Corporate experience in providing correctional health care
 - number of employees
 - annualized dollars of payroll

- Number of years doing business
 - Maximum number of facility inmates or detainees managed and duration of current or past contracts at site
- (c) Describe all current contracts for comparable services
- client demographic and health status profile
 - date of original contract
 - type/size
 - name of facilities
 - accrediting agencies of facilities
- (d) Describe experience in working in environments in Jail/Correctional/Juvenile Court facilities under review by the Department of Justice
2. Company achievements in providing correctional health care services
 3. Corporate office and local (facility) organizational structure
 4. Accreditation experience
 5. Financial statements, four (4) years, audited
- B. On-Site and Off-Site Services. Briefly state how on-site and off-site health care services will be provided. The provider must demonstrate an understanding of each task. Each task should be identified along with an explanation of how the provider plans to approach the task. A restatement of tasks taken from the "Scope of Work" section of this RFP will not be considered responsive. (Provide one for Jail and one for Corrections).
- C. Personnel Services. In this section, the provider should discuss the following topics:
1. Recruitment practices
 2. Equal employment opportunities
 3. Licensure/certification requirements
 4. Staff training and personnel development
 5. Orientation of new personnel
 6. Continuing education
 7. In-service training

Include a description of the provider's recruiting capabilities, experience in recruitment in jail sites, and ability to respond to recruitment needs prior to the start of the contract. Demonstrate historical experience in maintaining a high level of staffing positions in a correctional facility.

D. Provide a separate response for Jail and Corrections for items D. (1) through D. (11)

Program Support Services. In addition to providing on-site services, off-site services and personnel services, the successful provider will also be expected to provide professional management services to support the current medical programs at the CJC and Correctional Center. These additional program support services should include but may not be limited to the following:

1. Medical Audit Committee - The proposal shall indicate the method to be used in instituting and maintaining a Medical Audit Committee (MAC). The committee shall be responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the medical programs at the CJC and Correctional Center. The objective of the committee is to assure that quality health care services are available to all inmates/detainees. The provider shall identify the membership of the committee and determine how often the committee will meet.
2. Quality Improvement Program - Specify guidelines for the successful provider's Quality Improvement Program (QIP). The medical director shall establish a program for assuring that quality health care services are provided to inmates/detainees. The QIP will evaluate the health care provided to inmates/detainees both on-site and at off-site facilities for quality, appropriateness and continuity of care. Describe the provider's program for Critical Incident Reviews, in which the contracting facility requires an autopsy and a critical incident/mortality review for every inmate/detainee who dies in custody, including a staffing plan for a Critical incident review team. For the purpose of this RFP, the County will be responsible for the cost of autopsies.
3. Infection Control Program - The provider will describe its Infection Control Program, which must include compliance with universal precaution procedures at both facilities. The program shall ensure provision of appropriate cleaning and personal protective equipment, and shall include training on preventing transmission of blood borne pathogens, as well as general sanitation issues.
4. Cost Containment Program - Specify a detailed plan for the implementation and operation of a program that provides the most appropriate and responsible level of services for each healthcare dollar spent. The provider should address the

mechanism to control health care costs, areas in which cost savings will be achieved, and evidence of the success of such a program at other contract sites.

5. Management Information System - Indicate the methods to be used in implementing a system for collecting and analyzing trends in the utilization of health care services. Providers must provide a copy of the format to be utilized for reporting the data.
6. Complaint Procedure - Specify the policies and procedures to be followed in dealing with inmate/detainees complaints regarding any aspect of the health care delivery system and in accordance with Shelby County Government regulations.
7. Policies and Procedures - The proposal will indicate the method the provider will follow in establishing and revising health care policies and procedures.
8. Accreditation - The proposal shall address the provider's plan to maintain an adequate health care delivery system at the Jail that meets current DOJ, ACA, and NCCHC standards (For Jail Only).
9. Strategic Planning and Consultation - The provider will indicate its capability for strategic operational planning and medical and administrative consultation.
10. Cost Containment Programs and Incentives - The provider shall provide details of any current or proposed incentive programs to be utilized by the providers to minimize the provision of health care services outside the facilities. Describe any experiences the provider has in Tele Medicine and its effectiveness in containing costs.
11. Litigation - The proposal must include the following information regarding any litigation in which the provider was a named party arising out of the provision of health care services in a contracted facility, during the past 48-month period.
 - (a) Title and jurisdiction of the litigation
 - (b) Disposition of the litigation
 - Number of cases dismissed.
 - Number of cases where damages were awarded or settled.
 - Provide descriptive summary of the case
 - Amount of damages awarded or settled in each case
 - (c) Provide information for every award or settlement as to the reason for such award or settlement, i.e., nature of deficiency.

3. Cost and Fees – Price Proposal (to be individually stated for each Facility)
Exhibits I-A, I-B, I-C, I-D and I-E are listed as separate attachments.

This portion of the proposal should include the total actual cost proposed for a twelve (12) month period using the referenced formats. Proposal should include an inflationary formula not to exceed a maximum of 3.0% annual increase for subsequent years of the contract beginning after June 30, 2014. Furthermore, if the County's budget doesn't increase, the provider will be expected to not increase the cost of service from the prior year. The proposal should be constructed to show the costs that would be necessary in the following tiers:

At the Jail (all sites)

- 1.) For the provision of inmates up to 2,600
- 2.) For the provision of inmates from 2,601 to 3,000
- 3.) For the provision of inmates from 3,001 to 3,300

At Corrections

- 1.) For the provision of inmates up to 2,700
- 2.) For the provision of inmates from 2,701 to 3,000
- 3.) For the provision of inmates from 3,301 to 3,600

Proposals for a specific site of the requested service will be accepted for consideration.

SUPPLEMENTAL INFORMATION - PROPOSED COMPENSATION FTE'S

RFP should include a **proposed compensation range** for the job classification of FTE's included in the cost proposal. This information should be provided by the Provider on **Exhibit II, listed as a separate attachment.**

Current staff compensation will be made available upon request.

The successful provider will bear all costs to select, purchase, install and maintain any additional clinic equipment and furnishings, and to maintain all existing equipment and furnishings required for the delivery of the health services. [Any such items will become the property of Shelby County should the contract between the successful provider and Shelby County be terminated by either party.]

4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
- b. A statement of how long the Proposer has provided services similar to the Services requested herein;
- c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

5. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

6. Additional Information

- a. A description of any other resources available to the Proposer that will be useful in providing the Services.
- b. A description of the methods used by the Proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the Proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

Each proposal will be evaluated in five (5) categories: price, corporate stability, including qualifications of onsite management staff, experience, references and quality of the response. Each category is assigned a maximum point value and each is given a minimum value. If the minimum value is not met in any one category, the provider will be disqualified. The categories will be evaluated as follows:

POINT ASSIGNMENT

- 25 PTS. A. Price.** All responses will be rated from the common reference point of a single dollar figure for delivery of a total health care program for one year and will be rated using an assigned point range, maximum of 25 points.
- 15 PTS. B. Corporate Stability.** Each Provider will be evaluated in the following areas:
1. Financial stability as determined by review of audited financial reports. The provider's current audited financial reports for the previous four fiscal years must be submitted with the proposal.
 2. Ability to perform and manage the proposed program, including background and experience of onsite management staff. This category will be rated using an assigned point range, maximum of 15 points.
- 25 PTS. C. Experience.** Each provider will be evaluated in two areas:
1. Experience in correctional health care. This category will be rated using an assigned point range, a maximum of 10 points.
 2. Experience in similar correctional programs with inmate populations over 1,000. This category will be rated using an assigned point range, maximum of 15 points.
- 15 PTS. D. References.** References will be contacted and rated based upon their satisfaction of services provided. This category will be rated using an assigned point range, maximum of 15 points.
- 20 PTS. E. Quality of Response.** Each response will be evaluated to determine:
1. Provider's understanding of the project.

2. If all terms are discussed clearly and succinctly. This category will be rated using an assigned point range, maximum of 20 points.

TOTAL: 100 Points Maximum

EACH PROPOSAL WILL BE EVALUATED INDEPENDENT OF THE OTHER.

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.
 - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - i. Qualifications of personnel.
 - ii. Ability to present a clear understanding of the nature and scope of the project.
 - iii. Project methodology.
 - iv. Previous experience with similar projects.
 - v. Cost to the Shelby County Government as outlined in the budget estimate.
 - vi. Time frame for completion.
3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit a Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful Proposer(s) will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful Proposer(s)'s fees and scope of work or utilize their own resources for such work.

Shelby County Government reserves the right to award this proposal based on individual sites, or a total best bid to one vendor.

EXHIBIT 1
BID FORM
JULY 1, 2013 THRU JUNE 30, 2014

			<u>Annual Cost</u>
*	Cost for "Jail" - 201 Poplar Ave.	Exhibit I-A	\$ _____
*	Cost for "Jail East" - 6201 Haley St.	Exhibit I-B	\$ _____
	Subtotal for Jail and Jail East		\$ _____
*	Cost for "Correctional Center" 1045 Mullins Station Road	Exhibit I-C	\$ _____
*	Cost for "JCMSC" – 616 Adams	Exhibit I-D	\$ _____
*	Total Proposed Cost -"All Facilities"	Exhibit I-E	\$ _____

Note: Detailed Proposed Cost must be submitted on Exhibits I-A, I-B, I-C, I-D and I-E which are listed as separate attachments.

Shelby County Government reserves the right to award this proposal on a site by site basis or a total low to one bidder. Whichever is in the best interest of Shelby County Government.