

MOBILE COUNTY COMMISSION

205 Government Street
Mobile, Alabama 36644-1801

REQUEST FOR PROPOSAL

NO. 4-2012

November 21, 2012

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive Request for Proposals on the following items:

INMATE HEALTH SERVICES TO INCLUDE MEDICAL, DENTAL AND PSYCHIATRIC SERVICES FOR MOBILE COUNTY METRO JAIL AS PER ATTACHED SPECIFICATIONS:

Any questions or comments concerning the proposal requirements must be brought to the attention of the Purchasing Agent, Susan Holland (251) 574-8613, 205 Government Street, 8th floor south, Mobile Alabama 36644, prior to or at the proposal opening or will be forever waived.

All bidders shall furnish a five (5%) percent bid bond on any contract exceeding \$15,000.00; provided, that bonding is available for services, equipment or materials. Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall provide proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. ((See enclosed notice which must be completed signed and returned with your proposal).

If applicable to a contract resulting from this invitation, the successful bidder must comply with the Contractor Felony Investigation Policy, available in the Purchasing Department or at mobilecountyal.gov.

This inquiry is to establish a price and a source of supply for the purchase of the above listed items by Mobile County and the incorporated areas therein. Purchases by political subdivisions are optional with those agencies.

THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF AGE, SEX, HANDICAPPED DISABILITIES OR ETHNIC ORIGIN.

F.O.B. Mobile DATE OF DELIVERY _____ TERMS _____

You are invited to submit information on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation there from must, in detail establish that it meets the quality requirements.

REQUEST FOR PROPOSALS WILL BE RECEIVED UNTIL 10:00 A.M. JANUARY 9, 2013.

ALL RFP MUST BE SEALED, RFP NO. 3-2012 AND THE NAME OF THE ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE. RFP WILL BE RECEIVED BY THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR ON THE EIGHTH FLOOR OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR PROPOSAL. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

MOBILE COUNTY COMMISSION



JOHN PAFENBACH, COUNTY ADMINISTRATOR

We propose to meet the above specifications for the sum

Of \$ SEE ATTACHED.

Delivery can be made in _____ days from receipt of order.

RESPECTFULLY

BY _____

REQUEST FOR PROPOSAL FORM - MOBILE COUNTY COMMISSION

Date: _____

REQUEST FOR PROPOSAL #4-2012

INMATE MEDICAL SERVICES FOR MOBILE COUNTY METRO JAIL:

Company _____

Company Representative _____
(Print)

Company Representative _____
(Signature)

Address _____

Phone number () _____ **Fax number ()** _____

Federal ID Number _____

EMAIL ADDRESS: _____

COMPANY WEB ADDRESS _____

E-Verify



Company ID Number: 477783

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Mobile County Commission**

Connie Hudson

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/21/2011

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

12/21/2011

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name **Mobile County Commission**

Company Facility Address **205 Government Street**

8th Floor South Tower

Mobile, AL 36644

Company Alternate
Address:

County or Parish: **MOBILE**

Employer Identification

Number: **636001644**

You are invited to submit your proposal for the provision of inmate health care services to include medical, dental and psychiatric services, health care personnel, and program support services for a population of approximately 1600 adult inmates for the Mobile County Metro Jail located in Mobile Alabama. The contract period will commence July 1, 2013 through June 30, 2016.

A **Mandatory Pre-Proposal** Conference will be held **10:00 A.M. December 12, 2012** at the Mobile County Sheriff's Administrative Building, 510 South Royal Street, Mobile, AL 36601.

A 5% Bid Bond or Cashier's Check, made payable to the Mobile County Treasurer, must accompany your proposal, or it will not be considered.

Proposals will be received in the Purchasing Department, **January 9, 2013** until **10:00 A.M., "as so indicated by the time stamp clock of Mobile County"**. Proposals will be publicly opened and read by the Purchasing Agent or his Representative at **10:10 A.M., at** the same location.

The bidder acknowledges the right of the Sheriff of Mobile County and the Mobile County Commission to reject all proposals, and to waive non-material informality or irregularity in any proposal received as maybe specified in the solicitation.

Should you have any questions regarding this proposal, please contact Mary H. Calhoun, Director of Finance at 251-574-8710 or E-mail mcalhoun@mobileso.com or for any technical questions contact the health care consultant, Jacqueline Moore, Ph.D., R.N. at (303) 771-1637 or E-mail moor143@attglobal.net .

We welcome your proposal.

SOLICITING AGENCIES

Mobile County Sheriff's Office
c/o Mary Calhoun, Director of Finance
510 South Royal Street
Mobile Alabama 36601
251-574-8710
mcalhoun@mobileso.com

Mobile County Commission
c/o John Pafenbach, County Administrator
205 Government Street
Mobile, Alabama 36644
251-574-8605
jpafenbach@mobile-county.net

I SPECIFICATIONS:

I.1 5% Bid Bond or Cashiers Check made payable to the Mobile County Treasurer, shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a contract will be entered into. Money Orders or Company checks will not be accepted. The Bid Bond or Cashiers Check of the Bidder shall be returned to all Bidders after the County Commission has awarded the contract. The Bid Bond or Cashiers Check of the successful Bidder shall be returned after the Performance Bond has been received.

I.2 PERFORMANCE BOND:

A successful bidder will be required, at the time of contract, to post a performance bond, which shall remain valid throughout the life of the contract and any option periods, in the amount of 30% of bidder's yearly base price as set out in Appendix C of the bid specifications.

I.3 NON-DISCRIMINATION:

The Mobile County Commission and the Office of the Mobile County Sheriff do not discriminate on the basis of age, sex, race, handicap, disabilities, or ethnic origin. The bidder shall at all times observe and comply with all laws, statutes, regulations or the like relating in any way to civil rights and equal employment opportunities, including but not limited to Title VII of the Civil Rights Act.

I.4 WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

II INTRODUCTION

The Sheriff of Mobile County (hereafter "Sheriff") and the Mobile County Commission (hereafter "County") are requesting bids for the provision of inmate health care services to include medical, dental and psychiatric services, health care personnel, and program support services for an average daily population (ADP) of 1600 adult inmates for an initial term of thirty-six (36) months commencing July 1, 2013, and two one-year options exercisable at the sole discretion of the County and Sheriff by giving a written notice at least one hundred-twenty (120) days prior to the expiration of the then current term of the contract.

The Sheriff operates one (1) facility and an annex, housing adult inmates at the following location:

Facility Name:	Mobile County Metro Jail
Street Address:	450 St. Emanuel Street Mobile, Alabama 36603
Telephone Number:	(251-574-8710)
Contact Person:	Mary H. Calhoun, CPA Director of Finance

The facility does house juvenile offenders who have been certified by the Courts to be treated as adult offenders.

Current Average Daily Population: The average daily population figures for the previous thirty-six months are reflected on the attached Appendix A.

The Sheriff of Mobile County is a State Constitutional Officer and an Elected Official whose statutory duties include the sole responsibility for the operation of the Mobile County Metro Jail including the provision of inmate health care services, medical services, dental services and psychiatric services. The Mobile County Commission budgets money for the Sheriff to use for the operation of the Jail and for the provision of these health care services. In addition, the County has a statutory duty to maintain the physical plant at the Metro Jail which it does through its Building Maintenance Department. Nothing contained herein shall be deemed to constitute an assumption by the County of any of the duties and responsibilities of the Sheriff with regard to the custody, care and control of detainees and inmates and with regard to the provision of medical services to such detainees and prisoners. Nothing contained herein shall be deemed to constitute an assumption by the Sheriff of any duty or responsibility of the County to maintain the physical plant of the Jail. Nothing contained herein is intended, nor shall it have the effect, to create any additional duty or responsibility of the County towards prisoners and detainees at the Metro Jail other than such duties and responsibilities as may otherwise be imposed on the County by statute, constitutional mandate, or applicable judicial case law. Nothing contained herein is intended, nor shall it have the effect, to create any additional duty or responsibility regarding the Metro Jail other than such duties and responsibilities as may otherwise be imposed on the Sheriff by statute, constitutional mandate, or applicable judicial case law. Nothing contained herein, is intended, nor shall it have the effect, to create any additional duty or responsibility of the Sheriff or County towards inmates and detainees delivered to the Jail by any municipality or by the United States Government other than such duties and responsibilities as may otherwise be imposed on the County or Sheriff by statute, constitutional mandate, or applicable judicial case law. Nothing contained herein is intended, nor shall it have the effect to constitute an assumption of any duty or responsibility of any municipality or the United States Government with regard to any inmate or detainee delivered to the Jail.

This request for proposal, the specifications and any contract which may result from the award of the proposal are not intended, nor shall they have the effect to confer any right or benefit on any person or entity not a party to any such eventual contract, including detainees and prisoners at the facility, and any such persons or entities shall not be deemed third-party beneficiaries to any agreement which may result from this process.

III. HEALTH CARE REFORM

As the law currently stands, several areas of impact are foreseen by the Affordable Health Care Reform Act. Despite the Supreme Court ruling, the future of the Affordable Health Care Reform Act remains to be seen. Decisions made at the State level will produce some variation in the manner in which new legislation is introduced. Issues that should be addressed in the bidder's proposal are post release medical coverage, hospitalization partial re-imburement, and expended coverage of individuals on insurance policies until the age of 26. The bidder shall develop in their proposal a plan for dealing with the fiscal impact of this legislation.

IV. OBJECTIVES OF THE Request For Proposal

- (a) To collect information necessary for the evaluation of competitive proposals submitted by qualified bidders.
- (b) To provide for a fair and objective evaluation of bids.

- (c) To result in a contract that will meet the following objectives:
- (d) To deliver high quality health care services that can be audited against established standards.
- (e) To operate the health services program at full staffing and to use only Alabama licensed, certified and professionally trained personnel.
- (f) To operate the health services program in a cost-effective manner with full reporting and accountability to the Sheriff s Administration.
- (g) To implement an annual written health care plan with clear objectives, site-specific policies, and procedures for quarterly evaluation of compliance.
- (h) To maintain an open collaborative relationship with the administration and staff of the Sheriff's Office.
- (i) To maintain standards established by the Sheriff of Mobile County and to meet or exceed NCCHC standards and ACA accreditation standards for local adult detention facilities.
- (j) To offer a comprehensive program for continuing health care staff education.
- (k) To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis. Develop an effective electronic medical records (EMR)
- (l) To operate the health services program in a humane manner with respect to the inmates' right to basic health care services.

IV. RFP PROCESS

The following is a schedule of events concerning the bid process.

Distribution of the RFP	November 21, 2012
Proposal Questions Due No Later Than	December 3, 2012
Pre-proposal Conference	December 12, 2012
Proposal Due Date	January 9, 2013
Public Bid Opening	January 9, 2013
Commence Services	July 1, 2013

A complete original and **ten (10) exact duplicates** of the proposal will be submitted to

Name:	Susan Holland
Title:	Purchasing Agent
Location:	8 th Floor, South Tower
Street:	205 Government Street
City/State:	Mobile, Alabama 36644
Telephone:	251-574-8613

V. GENERAL TERMS AND PROVISIONS

V.1 If our specifications, when included in our Request for Proposal, are not returned with your proposal, and no specific reference is made to them in your proposal, it will be assumed that all

specifications will be met. When the proposal contains or is intended to contain information, material, sketches, cuts, descriptive literature, company or manufacturers specifications that can be construed or is intended to be a deviation from our specifications, such deviations must be specifically referenced in your response.

- V.2** The responsibility for getting the proposal to the Purchasing Agent on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The Purchasing Agent will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such proposals shall be returned to the Bidder unopened with the notation "**This Proposal was received after the Time Designated for the Receipt and Opening of Proposals**"
- V.3 Postponement of Date for Presentation and Opening of Proposals:** The Sheriff reserves the right to postpone the date for receipts and opening of proposals and will make a reasonable effort to give at least five (5) calendar days notice of any such postponement to each prospective Bidder.
- V.4 Time for Consideration:** Bidders warrant by virtue of proposing that the prices quoted in the proposal will be good for a period of ninety (90) calendar days from the date of the proposal opening unless otherwise stated. Successful Bidders will not be allowed to withdraw or modify their proposals after the opening time and date.
- V.5 Non-Collusive Statement:** The bid shall contain the bidder's certification that the prices in proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or competitor.
- V.6 Conflict of Interest:** The proposal shall contain the bidder's warranty that, except for bona fide selling agents of the firm for the purposes of securing business, no person, lobbyist, attorney, or selling agency has been employed, or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency. The bidder must disclose with its bid the name of any agent, director, employee or former employee of Mobile County under their employ.
- VI. PROPOSAL ERRORS:** When errors are found in the extension of the proposal prices, the unit price will govern. Erasures or corrections must be initialed in ink by the Bidder.
- VI.1 Proposal Obligation and Disposition:** The contents of the proposal and any clarifications thereto submitted by the Bidder shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All proposals become property of the Mobile County Commission and will not be returned to the Bidder.
- VI.2. Law, Statutes, and Ordinances:** The terms and conditions of the Request for Proposal and the resulting contract or activities based upon the Request for Proposal shall be construed under Alabama law. Where state statutes and regulations are referenced, they shall apply to this Request for Proposal and to the resulting contract.
- VI.3. Information and Descriptive Literature:** Bidder must furnish all information requested in the proposal. If specified, each Bidder must submit cuts, sketches, descriptive literature and/or complete specifications covering the products ordered. Reference to literature submitted with

previous proposal will not satisfy this provision. Proposals, which do not comply with these requirements, will be subject to rejection.

- VI.4 Proposal Submittal Costs:** Submittal of a proposal bid is solely at the cost of the Bidder, and neither the County nor the Sheriff are liable or obligated for any costs incurred by the Bidder in submitting the proposal.
- VI.5 No Response:** If the receipt of this request for proposal is not acknowledged, Bidder's name may be removed from the vendor's mailing list.
- VI.6 Compliance with Occupational Safety and Health Act:** The Bidder certifies that all-material, equipment, etc., contained in his bid meets all O.S.H.A. requirements.
- VI.7 Acceptance and Rejection:** The County of Mobile reserves the right to reject any or all bids, for cause, to waive non-material irregularities, if any, in any proposal, and to re-bid if in their sole discretion the best interests of the County and the Sheriff would be served by re-bidding
- VI.8** It is important that the Bidder visit the site where services are to be provided to familiarize himself with the scope of the effort required. Proposals will not accepted from those who do not attend the **mandatory pre-proposal conference** scheduled to be held **December 12, 2012**.
- VI.9.** Each Bidder's proposal and any clarifications to that proposal shall be signed by an officer of the Bidder or a designated agent empowered to bind the firm in a contract. Exceptions to the specifications, if any, may be noted on the specification page or in the form of an exception.
- VI.10.** The price should indicate that general terms and provisions outlined above are acknowledged.
- VI.11. Permits and Licenses:** All permits and licenses required by Federal, State or local laws, rules and regulations necessary for the implementation of the work undertaken by the Bidder pursuant to the contract shall be secured and paid for by the Bidder. It is the responsibility of the Bidder to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for which a certificate is required.

IMPORTANT NOTE: Out of state corporations shall furnish a certificate of authority to transact business in Alabama. Out of state limited liability companies shall provide proof of registration to transact business in this state.
- VI.12. Assignment:** The Bidder shall give full attention to the faithful execution of the contract, shall keep the contract under his control, and shall not assign the contract or any of its rights or obligations under the contract to any other party without the prior written consent of both the County and the Sheriff. Any transfer of ownership of bidder is considered an assignment under this paragraph requiring the prior written consent of the County and the Sheriff.
- VI.13 Bidder's Cooperation:** The bidder shall maintain regular communications with the Sheriff's administration and shall actively cooperate in all matters pertaining to this contract.
- VI.14 Responsibility:** The bidder shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting this contract.
- VI.15 Liability:** The bidder shall not be responsible for any failure to perform the duties and responsibilities imposed by the contract due to fires, acts of God and similar occurrences beyond the control of the bidder that make performance impossible or illegal. The bidder will be

responsible for full staffing even in the event of a legal strike by the bidders employed bargaining units or employees.

VI.16 Requirements Contract: During the term of the contract, the bidder will furnish all of the services specified in this RFP.

VI.17 Indemnification: The bidder shall indemnify and hold the Sheriff, the County, the Mobile County Commission, and each of their elected officials, officers, employees, and agents (hereinafter collectively referred to as the "indemnified Persons") whole and harmless from and against all costs, liabilities, and claims for damages of any kind (including judgments, interest, attorney's fees, and costs of investigation and defense) arising out of the bidder's performance under this contract and/or negligent, wanton, intentional, or deliberate acts or omissions of the bidder or any of bidder's agents, servants, or employees. This agreement to so indemnify and hold the Indemnified Persons harmless shall be valid and enforceable regardless of whether any Indemnified Person is negligent or whether any Indemnified Person was in any manner responsible for the act or omission which may have caused or contributed to the injury or claim. Notwithstanding the foregoing, it is agreed that the bidder will not be responsible for any claim arising solely out of (i) the Sheriff or his employees preventing an inmate from receiving medical care ordered by the bidder or any employee of the bidder, or (ii) failure by the Sheriff or his employees to exercise good judgment in promptly presenting an ill or injured inmate to the bidder for treatment.

VI.18 Notices: All notices and requests by the County or Sheriff to the bidder shall be in writing and shall be delivered 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.

VI.19 Termination of Contract:

a) **Termination for Cause:** The Sheriff may terminate the contract at any time for bidder's failure to perform, comply with, or observe any agreement or obligation of the bidder under the contract, or for any material breach by the bidder of the terms and conditions of the contract, and the continuation of such failure or breach for a period of thirty (30) days after the Sheriff or County have delivered to the bidder written notice thereof; provided, however, the contract may be terminated immediately upon abandonment of the work by the bidder.

b) The County shall be obligated to reimburse the bidder only for those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for nonperformance.

VI.20 Independent Contractor:

The bidder shall not be deemed to be the agent of the County or the Sheriff but shall be deemed to be an independent contractor in every respect. The bidder shall take all steps, at its own expense, as the County and Sheriff may from time to time request, to indicate that it is an independent contractor. The County and the Sheriff do not and will not assume responsibility for the means by which or manner in which the operations and obligations of the bidder are performed, but on the contrary, the bidder shall be wholly responsible therefor.

VII. INSURANCE: The bidder shall take out and maintain during the life of the contract, insurance acceptable to the County and Sheriff with a company licensed and qualified to do business in the State of Alabama and certified by an agent licensed and qualified in the State of Alabama. The

bidder must include in its proposal certificates of insurance indicating that the below listed insurance requirements are in force:

VII.1 Comprehensive General Liability:

- a) \$2,000,000 Bodily Injury and Property Damage per occurrence and aggregate \$7,000,000.
- b) Comprehensive General Form
- c) Extended Business Liability Endorsement
- d) Products/Completed Operations (to be provided for a minimum of 24 months after completion of work)
- e) Broad Form Contractual Liability
- f) Personal Injury Liability

VII.2. Professional Liability

The bidder must carry "occurrence" professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate. A certificate of insurance clearly stating "occurrence" coverage must be included with the bid. Should a bidder carry "claims made" insurance, the bidder must purchase a "tail" to cover throughout the statute of limitations.

- a) \$1,000,000.00 per occurrence
- b) \$3,000,000.00 aggregate

VII.3. Worker's Compensation and Employer's Liability

- a) Statutory Coverage for Alabama
- b) \$100,000.00 Employer's Liability
- c) Broad Form All States Endorsement

VII.4. Certificate of Insurance

Prior to commencing work under a resultant contract the Bidder shall furnish the Sheriff and the County with a certificate of Insurance naming the Sheriff, the County, the County Commission, and their elected officials, officers, employees and agents as additional insureds. The Certificate of Insurance shall provide that the Sheriff and the County must receive sixty (60) days written notice of cancellation, non-renewal, or change in the insurance coverage before the effective date of any such cancellation, non-renewal, or change in the insurance coverage. Any cancellations or lapses of such insurance shall be deemed a material breach of contract.

VII.5 Indemnity for Noncompliance with Insurance Requirements

Bidder indemnifies, defends, and holds harmless the Sheriff, the County, the Mobile County Commission, and their elected officials, officers, employees, and agents from any losses, claims, judgments, settlements, damages, costs, attorney fees, and liabilities of any kind that they may suffer, jointly or severally, due to bidder's failure to comply with all of the above insurance

requirements, including any such losses, claims, judgments, settlements, damages, costs, attorney fees or liabilities that may be caused due to any insurance coverage being invalidated because of bidder's failure to comply with the terms, conditions, and warranties of any insurance policy.

VIII BIDDER QUALIFICATIONS

Proposals shall be considered only from firms who can clearly demonstrate to the County and Sheriff a professional ability to perform the type of work specified within the Request for Proposal. Bidders must be able to demonstrate adequate organization, financial resources, facilities, equipment and personnel to ensure prompt and efficient service to the Sheriff in providing healthcare to inmates of the jail. In the determination of the evidence of responsibility and ability to perform the contract by the Bidders, the County and Sheriff reserve the right to investigate the financial condition, experience record, personnel, equipment, facilities and organization of the Bidder. The County and Sheriff shall determine whether the evidence of responsibility and ability to perform is satisfactory.

IX. METHOD OF AWARD

The bidder acknowledges the right of the County to reject any proposals not in compliance with the request for proposals and the right to reject all proposals and the right to waive any non-material informalities or irregularities for any proposal received and to accept the lowest responsible, responsive proposal after all Proposals have been examined and evaluated.

X. SELECTION CRITERIA

Criteria for evaluating proposals may include, but are not limited to, the following:

Qualifications
1. Length of time Bidder has been in business.
2. Current and past performances of providing correctional health care in a secure setting
3. Experience with other County and State Systems in Alabama
4. Accreditation Experience
5. Financial Stability of the firm. Financial statements are solid.
6. References and satisfaction of current or prior clients.
7. Qualifications of staff and regional manager assigned to the program.
8. Turnover and vacancy rate for nurses and physicians in current contracts.
9. Litigation History and settlements of the Bidder.
10. The Bidder has not experienced excessive fines or penalties.
11. Discussion of adverse media coverage
12. Were there disputes over payment for services in current contracts?
13. Was there any evidence that Bidder had withheld or delayed services?
14. Was there a notable increase or decrease in lawsuits or health related grievances after the Bidder took over? (Through Interviews)
15. Turnover of administrative staff. How many regional managers, health administrators and medical directors have been assigned to prior Bidder contracts since the Bidder took over? (Through Interviews)
Technical Requirements
1. The Bidder has demonstrated in their bid an understanding of the health services requested by the County paying attention to the particular needs of the County Jail.
2. The Bidder has agreed to maintain compliance with Alabama State Jail and Detention Standards in regard to standards of care and is prepared to provide inmate health care services at a level that will meet or exceed NCCHC standards and ACA accreditation standards for local adult detention facilities.
3. The Bidder's approach is complete to delivering services.
4. The Bidder has a complete and realistic transition plan.
5. Outcomes of the program are described.
6. The bid has described adequate support programs e.g. recruitment, quality assurance, information technology support, etc.
7. The bid is clear and straightforward and conforms to the requirements of the RFP.
8. All mandatory documents are included with the bid.
9. The program describes innovation in maximizing on-site services.
10. The Bidder demonstrates innovative means in cost reduction.
Cost Bid
1. Bidder price.
2. Base price is realistic for second and third year.
3. Realistic salaries are described for nursing and professional staff.
4. Per diem charges for population overages are reasonable.
5. Line item pricing and overhead is competitive.

X.1. 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 a thirty-six (36) month period.

- X.2. CORPORATE STABILITY:** Each bidder will be evaluated in the following areas:
- a. Financial stability as determined by review of audited financial reports. Current audited financial reports for the previous three (3) fiscal years regarding the bidder must be submitted with the bid.
 - b. Ability to perform and manage the proposed program.

- X.3 EXPERIENCE:** Each bidder will be evaluated in two areas:
- a. Experience in health care.
 - b. Experience in providing correctional health care programs in facilities with inmate populations comparable to that of the Metro Jail.

X.4 REFERENCES: Submit with your bid three (3) references where the Bidder has provided correctional health care service within the past five years at jails or facilities that are similar in size to Mobile County Metro Jail. The references will be contacted and interviewed in regard to their overall satisfaction of services provided.

- X.5. QUALITY OF RESPONSE:** Each response will be evaluated to determine:
- a. Bidder's understanding of the project.
 - b. If all items are discussed clearly and concisely.

XI PROPOSAL PACKAGE

Bidders must submit a response in the form of a bid, which includes the following sections:

XI.1 Complete Proposal Package

XI.2 Technical proposal: This portion of the proposal must address each item below:

XI.3 DESCRIPTION OF FIRM

Provide the name, a brief history and description of the corporation. Include the corporation's last three annual auditor's reports. Indicate the size of the firm.

- Number of employees employed by the corporation;
- Annualized dollars of payroll;
- Number of years in business

XI.4 EXPERIENCE OF FIRM

Provide a summary of the firm's experience. Specify experience in providing correctional health care. Describe experience with similar size County contracts and highlight evidence of achievements in this area. Specify experience relating to County correctional facilities in the State of Alabama. Provide any additional information that would distinguish your firm in its service to the County and the Sheriff. Include in your discussion:

- a) A list of present clients including a contact person and telephone number for each account;

- b) Date of Original Contract and Expiration date for each account;
- c) Number of Renewals, if applicable;
- d) Type and Size of facility for each account;
- e) Yearly dollar amount of contract for each account.

XI.5 TERMINATION HISTORY

List all contracts lost or not renewed for a five-year period. List the contact person and telephone number. Provide a narrative describing the reasons for contracts that have not been renewed. Bidder must specifically identify any contracts from which they have asked to be relieved or any contracts that they have cancelled prematurely.

XI.6 BUSINESS REFERENCES

Provide at least five (5) business references from similar projects including name, addresses and telephone numbers. Business references shall be medical suppliers, pharmacies, laboratories that shall attest to the Bidder's ability to pay invoices in a timely manner.

XI.7 LEADERSHIP OF FIRM

- a. Discuss the leadership of your organization and highlight accomplishments of the individuals that shall provide direct oversight with this project.
- b. Include as applicable its history, leadership; executive and management staff; current (last 5 years) contract health service history, including names, addresses and telephone numbers to contact for references; special strengths or factors to be considered; and any other information the Bidder wishes to be considered in this section.
- c. A historical tracing of Bidder's existence should be included. For example, if Bidder began as one type of entity and shifted to another, or changed its name, or merged with another Bidder or organization, or is (or became) a subsidiary of a parent organization, that information including dates must be provided.
- d. Identify your firms' professional staff members that will be involved in the project, the experience each possesses, and the location of the office from which they will work.
- e. Resumes or biography of professional staff members who may be involved in the County engagement must be included in this section.
- f. Companies should include the resume of the regional manager who will be working with the County.
- g. Indicate where the regional manager will be based geographically and what other contractual responsibilities this person is accountable for.
- h. Indicate the anticipated frequency of on-site visits to Mobile County Metro Jail by the regional manager.

XI.8 ACCREDITATION EXPERIENCE

Provide an overview of experience with NCCHC, JCAHO and ACA experience.

- a) Specify facilities that the firm operates that are currently accredited by ACA, NCCHC or JCAHO. Indicate whether or not the firm or another Bidder accredited the facility.
- b) Include the following information:
 - Name of facility;
 - Accrediting agency (e.g., ACA, NCCHC, JCAHO);
 - Include dates of re-accreditation.

XI.9 CONTRACT AWARDS

List all contracts awarded within the past five years.

XI.10 LITIGATION HISTORY

Provide a list of all litigation (medical civil rights claims and medical malpractice) that has been filed or made against the Corporation **during the preceding five (5) years that involve over \$50,000 or more in damages and/or claims seeking injunctive relief.** Include a narrative describing all cases that were settled or reduced to judgment and the amounts of any settlement or judgment.

XI.11 FINES OR PENALTIES

List all contracts in which bidder experienced a loss of funds exceeding \$50,000 due to delays, damages, liquidated damages, staffing penalties, and/or forfeiture of performance bond in whole or in part. Explain details.

XI.12 FINANCIAL STATEMENTS

Provide audited financial statements for a three-year period. If the Bidder is a wholly owned subsidiary of another Bidder or corporation, and does not possess financial statements, un-audited financial statements for the subsidiary for a three-year period must be submitted as supplemental information to the Bidder's financial statements in order to meet this requirement. Audited financial statements shall be submitted to the County and Sheriff annually during the term of this Contract. Care must be taken to ensure that the data submitted, except when otherwise indicated, is directly related to the Bidder as the involved entity. It should not be data or financial statements of merged entities or of a parent Bidder unless the full financial data for the Bidder, itself, is clearly and separately indicated on the statements.

Provide a Dunn and Bradstreet Rating, if applicable.

Please indicate whether the Bidder, its parent corporation or predecessor filed or has been in bankruptcy or creditor protection within the past five years. If so, then state the jurisdiction where said proceeding is or was pending, and also state the current status of such proceeding.

Where there is a parent corporation, indicate whether the parent will guarantee the Bidder's debts and obligations under this agreement.

Failure to provide requested financial data, history of experience, and references in a manner that directly relates to the Bidder and that allows for the evaluation solely of its experience, credibility and financial stability, may result in disqualification.

XI.13 ADVERSE MEDIA COVERAGE

Bidder shall make a copy of all articles of said adverse media coverage, which have involved their firm within the past three years in the appendix of this submission. Clarifying information may be provided with the adverse media coverage. Any specific media coverage relating to contracts in Alabama should be included.

XII SCOPE OF SERVICES

XII.1 STATEMENT OF WORK

The Bidder is to establish a program for the provision of comprehensive health care services for Mobile County Metro Jail. The program is to meet constitutional and community standards of health care and, at a minimum, meet the Standards of the National Commission on Correctional Health Care.

XII.2 DESCRIPTION OF THE FACILITY AND CHARACTERISTICS OF THE POPULATION

The Mobile County Metro Jail is located at 450 St. Emanuel Street, Mobile Alabama 36603. The design capacity is 1189 inmates. The average daily population for the preceding thirty-six months is reflected on Appendix A. There are approximately 200-259 females. The housing consists of three general areas. There is a minimum custody barracks style annex consisting of 328-beds located across the street from the main jail. There is a four-bed infirmary in the main jail. There are no negative pressure units. There are 103 bed disciplinary and administrative segregation cells. The number of bookings in FY 2012 was approximately 27,400 inmates.

Federal Marshal Inmates: The Sheriff's Office has a contract with the U.S. Marshal's Office to house approximately fifty (50) Federal Inmates for per diem arrangement. The County shall retain these revenues in a manner consistent with law and any agreements with the Sheriff. The Bidder shall be responsible to coordinate off-site medical services for these inmates with the Federal Marshal and to bill the Federal Marshal for off-site medical services which may be reimbursable to the bidder.

State of Alabama Inmates: State inmates with AIS numbers are covered by an insurance policy the State of Alabama maintains with Blue Cross Blue Shield. The successful bidder will be responsible for notifying the State of the inmates' hospitalization.

The intake area consists of eight intake cells and one holding cell for females.

XII.3 MEDICAL AREA

The health services unit at the county jail consists of a nurse's station, a medication room, a medical records area, and three administrative offices. Separately located in the institution are nursing exam areas on each side of the main building. There are two small offices used by mental health providers and two exam areas. There are two triage stations located within the jail. There is also an exam area located at the annex. There is a one chair dental operatory.

XIII.0 PROGRAM DESCRIPTION

Stated below are features of the program. Said inclusion is not meant to indicate any limitations on the program, but is intended to provide a description of some of the more salient components of the program.

XIII.1 RECEIVING SCREENING

Mobile County is not responsible for prior injuries sustained during the arrest process unless the arresting officers are employed by the Sheriff. Injured individuals must be cleared medically prior to booking. Injured individuals must be cleared medically prior to

booking. Once the inmate has been accepted he/she will be the fiscal responsibility of the bidder.

Nursing is responsible for all new resident screening at intake. Appropriate disposition based upon the findings of the receiving screening nurse shall occur and be documented. Verification of medication shall occur as part of the inmate intake process.

An explanation of procedures for accessing medical and dental services shall be provided to inmates orally and in writing upon their arrival to the facilities.

The Contractor shall conduct receiving screening according to NCCHC and ACA standards.

XIII.2 SUICIDE PREVENTION SCREENING GUIDELINES

A suicide assessment questionnaire is completed by health care staff on inmates exhibiting abnormal behavior. Referral to mental health shall be performed when indicated.

XIII.3 DETOXIFICATION

The Contractor shall be responsible for the detoxification of inmates withdrawing from drugs or alcohol. Nurses shall be expected to record vital signs, state of consciousness, speech pattern, nausea, vomiting, anxiety, weakness, restlessness, sweating, shakiness, and muscle twitching on a flow chart. Standard treatment protocols for detoxification are prohibited according to NCCHC standards. Inmates experiencing severe detoxification (overdose) or withdrawal shall be transferred to a licensed acute care facility for clearance or management. Nursing staff shall immediately notify a physician or midlevel provider of inmates requiring detoxification. Vital signs on a CIWA-ar or COWS flow sheet for 72 hours is required.

XIII.4 HEALTH APPRAISAL

The Contractor shall conduct health appraisals according to NCCHC and ACA standards. A health appraisal shall be completed by a RN, mid-level practitioner or physician for each inmate within fourteen (14) days after arrival at the Jail, **unless the need for a health appraisal sooner than such time is indicated otherwise.**

The health appraisal shall include the following:

1. Review of the receiving screening;
2. Complete history and physical examination;
3. Recording of vital signs, height, and weight;
4. Mental health evaluation;
5. Dental screening;
6. Vision and hearing screening;
7. Laboratory test including VDRL, and other diagnostic tests as clinically indicated;
8. Review of the results of the health appraisal by a physician;
9. Initiation of therapy, when appropriate.

A PPD for Tuberculosis is conducted during the health appraisal.

Documented evidence of a health examination within the prior six months prior to this incarceration shall be sufficient to satisfy this requirement. If the health assessment is

completed by an RN or midlevel practitioner, it is to be reviewed, approved and dated by a physician. Documentation of review by a physician shall be made in the EHR.

XIII.5 PERIODIC HEALTH APPRAISALS

The Bidder shall conduct annual physicals on all inmates that have been incarcerated at the facility for over one year. A protocol or narrative defining the extent of the health assessment shall be discussed or included with this section. At a minimum, an annual PPD shall be performed on all inmates whose stay exceeds 365 days. A log or scheduling system in the EHR shall be maintained of annual PPD's and their results.

XIII.6 SICK CALL

The Bidder shall conduct sick call according to NCCHC and ACA standards for jail facilities and the standards set forth by the National Commission on Corrections. The sick call clinics shall be conducted by an RN, mid-level practitioner or physician. All inmates are to be seen at sick call (not triage) within 48 hours (72 hours for weekends or holidays) of their submission of a request for health services. Referrals to physicians or mid-level practitioners shall occur within 7 days of the inmate's initial sick call request. Inmates may submit sick call requests in designated sick call boxes or hand the request to a nurse.

XIII.7 SICK CALL/SEGREGATION UNIT

Daily sick call, a minimum of seven times weekly, shall be conducted in the segregation or isolation units with assessments to be done by the nursing staff and appropriate follow-up care to be provided on a day to day basis. Segregation rounds shall be conducted a minimum of three times per week with checks recorded on a cell card or segregation log that is downloaded into the EHR. Segregation checks may be made on laptop computers or tablets. Mental health staff shall be required to make rounds in the segregation or isolation unit on a weekly basis. Documentation of these rounds will also be made in the EHR.

XIII.8 PATIENT REFERRALS

Referrals shall be scheduled to primary care physicians according to clinical priority. A physician shall see non-urgent sick call requests within seven (7) days from the inmate's original request.

XIII.9 HOSPITAL CARE

The Bidder shall obtain routine outpatient/inpatient services from hospitals to meet the health care requirements of the inmates. When outside hospitalization is required, the Bidder shall coordinate with the security staff in arranging transportation and correctional officer coverage. The Bidder is responsible for utilization review to include pre-approvals, case management, and discharge planning.

Pursuant to a contract with our current health services provider, the University of South Alabama Medical Center provides primary emergency room, medical hospital services, and specialty services. Bidders are encouraged to negotiate their own rate structure with the hospitals. There are no secure units at the hospitals utilized.

The Sheriff requires that the same negotiated rate obtained by the Bidder also be made available to the Sheriff for those inmates whose charges exceed the established catastrophic

limit. This provision should be included in any contract language that the Bidder has with the Hospital.

If an inmate has personal health care insurance the Bidder shall make a positive attempt to have that insurance carrier pay for all services possible. Any and all benefit payments shall be retained by the Bidder but shall be excluded from any catastrophic aggregate.

This request for proposal and any resulting contract shall not be deemed to constitute a contract for healthcare insurance with any detainee or inmate at the Metro Jail and any such inmate or detainee shall not be deemed to be a third-party beneficiary of any such contract for the purpose of the healthcare benefits described herein. If any such inmate or detainee has personal healthcare insurance, that insurance shall be primary and shall be utilized first to pay for any such medical services received by any such inmate or detainee. Any successful bidder who enters into a contract with the County and Sheriff pursuant to this proposal process should have the right to equitable subrogation against any healthcare insurer of any such inmate or detainee who shall fail to pay for any such healthcare service rendered to any such inmate or detainee. The successful bidder who enters into a contract pursuant to this proposal process shall have the right to require any inmate to sign a written subrogation agreement assigning to any such successful bidder such inmate's or detainee's cause of action against any such insurance carrier which fails or refuses to pay for necessary medical services.

State inmates with AIS numbers are currently covered by an insurance policy the State of Alabama maintains with Blue Cross Blue Shield. The successful bidder will be responsible for notifying the State of the inmates' hospitalization.

XIII.10 NETWORK DEVELOPMENT AND COORDINATION OF BENEFITS

The Bidder shall be responsible to negotiate any and all discounts with community providers for both off-site and on-site medical services. Timely payment of hospital invoices is a requirement of the RFP and is addressed again in performance measures.

In consideration of the new health initiatives recently passed by Congress the Bidder shall initiate a plan in their proposal that addresses personal health insurance. If an inmate has personal health care insurance or workers compensation, the Bidder shall make a positive attempt to have that insurance carrier pay for all services possible. Any and all benefit payments shall be retained by the Bidder but shall be excluded from any catastrophic aggregate. A monthly list shall be provided to the financial manager of claims that the bidder has pursued and claims that were recovered as a result of health insurance. The Bidder shall develop a plan to obtain insurance information including the name of the agency, group number, etc.

XIII.10 SPECIALTY CARE AND REFERRALS

Bidder shall make referral arrangements with specialists for the treatment of those inmates with health care problems, which may extend beyond the primary care services provided on-site. All outside referrals shall be coordinated with the Sheriff for security arrangements.

Whenever feasible, Bidder shall operate on-site specialty clinics at the Jail. Bidder shall identify in their staffing plan specialty clinics to be conducted on-site as justified by the clinical workload and availability of specialists.

The Bidder shall be responsible for all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc. The Bidder shall establish policies and procedures for the provision of prosthetics, regarding frequency and eligibility etc.

All specialists shall be Board Certified or eligible in their respective specialty. Any utilization review process developed by the Bidder for approval of outside consultations or inpatient care shall be completed within seven (7) business days of the ordering physician's request.

The Bidder shall develop provisions for prenatal care, according accepted prenatal guidelines.

Prenatal care shall include:

- (a) Routine urine testing for proteins and ketones;
- (b) Vital signs and weight
- (c) Assessment of fundal height and heart tone;
- (d) Dietary supplement;
- (e) Observation for signs of toxemia.

At any given time there are approximately 6-8 pregnant women included in the jail population.

Post partum care shall be provided in accordance with the specialist's recommendations. An obstetrician or midwife shall be on-call for after hour emergencies.

XIII.11 CHRONIC CARE PATIENTS

The Bidder shall develop and implement a program for chronic care inmates **that meets or exceeds NCCHC and ACA standards**. The chronic care provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, diagnostic testing. Chronic care patients shall be provided a review by a physician minimally every three months. Chronic care should include medical conditions such as diabetes, asthma, epilepsy, hypertension and cardiac disease as well as mental health conditions and infectious disease conditions. It is recommended that the Bidder utilize flow sheets to document chronic care programs in the EHR.

XIII.12 HIV TESTING AND CARE

HIV testing shall be performed at the request of the inmate and with the concurrence of the physician. All applicable confidentiality laws shall be adhered to.

XIII.13 EMERGENCY CARE

The Bidder shall provide emergency medical services on-site 24 hours per day seven days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. The Bidder shall be responsible for all emergency transportation including ambulance services. Bidder shall be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the County who become ill or are injured while on the premises. Treatment shall consist of stabilization and referral to a personal physician or local hospital. The medical director and health administrator shall be on-call 24 hours per day. Emergency calls made to the health administrator or physician shall be returned within 15 minutes of the call being placed.

Inmates returning from outside hospital stays or clinic visits are to be seen by the MD/PA/NP staff. A note regarding this review with reference to follow-up- in-house must be documented in the inmate medical record.

The physician shall be on-call to return to the facility for minor complaints, sutures etc. There shall be no additional charges made by the Contractor or the physician for these services.

XIII.14 DENTAL CARE

The Bidder shall provide the following dental services:

- Dental screening within fourteen (14) days of booking;
- Dental treatment which includes fillings, and extractions provided upon clinical indications;
- Prevention of dental disease and oral hygiene education;
- Referral to a dental specialist if needed;
- Provision for emergency care;
- Provision of all dental prosthetics and lab services; and
- Provision of maxillofacial surgery services when indicated.

There is an on-site dental operatory at the county jail facility. Maintenance or replacement of equipment shall be the responsibility of the Bidder.

XIII.15 ANCILLARY SERVICES

The Bidder shall utilize on-site facility staff to provide ancillary services to their fullest extent and shall be responsible for the cost of all on-site and off-site laboratory, x-ray, and other diagnostic services as required and indicated. The Bidder shall be responsible for regular phlebotomy, x-ray, and EKG services. Current Contractor currently utilizes a mobile firm for radiology services. The Bidder shall be responsible to obtain all CLIA waivers and x-ray inspections of dental and x-ray equipment. Ancillary services shall not be included in the aggregate catastrophic limits.

Phlebotomy services will occur on-site. A physician shall review all laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on-call shall be notified immediately of all STAT reports. Successful Bidder will provide a modem printer for the printing of the lab results of routine and STAT testing. The EHR shall be able to receive laboratory studies directly from the contracted laboratory.

All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. The Bidder shall ensure that results are reported to the institution within twenty-four hours. X-rays will be taken using digital technology with the results reported directly into the EHR.

EKG examination will be provided on-site with a computerized phonogram. All supplies and charges will be borne by the Contractor. All laboratory and radiology services will be reviewed by the medical director and signed off in the EHR.

XIII.16 THERAPEUTIC DIET PROGRAM AND CLEARANCE FOR FOOD SERVICE WORKERS

The Bidder shall monitor and make recommendations for inmates with regard to therapeutic diets. A registered or licensed dietitian shall evaluate therapeutic diets for nutritional adequacy at least every six months. A physician or midlevel practitioner shall order special diets. The Bidder shall be required to medically clear inmate food service workers for contagious diseases. A TB test and/or x-ray will be required.

XIII.17 PHARMACY SERVICES

Prescriptions are provided in unit dose packaging. There is not a 'keep-on person' medication policy at the county jail. Inhalers, topical medications and ointments may be left with the inmate. LPN staff currently administers all medication at the jail.

The Bidder shall provide pharmaceutical services for prescription and non-prescription medications and all intravenous solutions ordered by the Bidder's physicians, mid-level practitioners, and dentists.

Provisions for pharmaceuticals shall be available within twenty-four (24) hours of the order being written.

The Bidder shall make provisions for on-site delivery **six** days per week, on-site STAT dose capability for emergencies, and an emergency drug kit. Bidder shall provide, furnish, and supply pharmaceuticals **including psychotropic medications** to the Institution using a "unit dose method of packaging" which is properly labeled.

The Bidder shall maintain a starter dose of medications, which if not readily available could compromise the inmate's health status.

The Bidder shall provide routine consultations regarding all phases of the institution's pharmacy operation. The Bidder shall provide oversight of the pharmacy operation with a minimum of quarterly consultant visits and written reviews by a registered pharmacist. The Bidder is expected to be 90% in compliance with pharmaceutical inspections. Narcotic counts and sharp counts are to be conducted daily.

The Bidder shall develop a formulary and conduct quarterly pharmacy and therapeutic committee meetings.

Bidder shall include a medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication. Documentation shall also be provided when a medication was ordered and not given and the reason not given. All medications shall be signed for using a laptop or tablet system. Signatures shall be in real time. All orders written by providers shall be sent directly to the contracted pharmacy utilizing the EHR. Pre-printed Medication Administration Sheets shall be available to the nursing staff. The EHR shall have a system of identifying chronic care or psychotropic medications that will be expiring within ten (10) days of the expiration date so that continuity of care and re-orders can be provided.

Psychotropic medication will be used where appropriate. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All inmates placed on drug therapy will be seen within one (1) week by the psychiatrist.

The psychiatrist will review the inmate's medical record to determine which medications the patient has been receiving prior to prescription of psychotropic medication. Whenever possible, similar drug regimens will be prescribed.

Prior to the prescription of psychotropic medication, inmates will be informed by a member of the mental health staff about the risks of taking such medication, in accordance with applicable standards of care. All female inmates will be so informed by a member of the mental health staff about the risks of taking such medication while pregnant. A pregnancy test will be provided prior to the prescription of psychotropic medication to female inmates wishing such a test, if such a test has not already been provided upon intake.

All patients placed on medication will be evaluated for signs of toxicity. Blood pressure will be regularly checked and drug levels monitored where appropriate with documentation of this information to be placed routinely in the inmate's medical record.

Inmates that are discharged shall be provided with a three-day supply or a prescription for continuation of psychotropic, chronic care or infectious disease medications.

XIII.18 MENTAL HEALTH PROGRAM MANAGEMENT PLAN

Provide a description of the management plan for mental health services, including a description of any additional corporate resources or management systems that will be utilized towards the development and delivery of a quality mental health service for the Metro County Jail.

XIII.19 CONSENT FOR MENTAL HEALTH TREATMENT

Provide a description of proposed procedures regarding obtaining consent for mental health treatment and management of consent related documentation for forced psychotropic medication.

XIII.20 SUICIDE PREVENTION

The Bidder's mental health staff is required to participate in the administration of the jail's suicide prevention plan. The Bidder's proposal should include a description of the Bidder's approach and methodologies related to the identification and prevention of suicidal and other self-injurious behaviors. The program for suicide prevention should include:

- Identification
- Training
- Assessment
- Monitoring
- Housing
- Referral
- Communication
- Intervention
- Notification
- Reporting
- Review
- Critical Incident Debriefing

The current system of suicide watch is to utilize a buddy system of inmate monitoring. If this system is continued then the Bidder must identify a selection process for the inmate/buddies, training of the buddies and responsibility of the buddy. The buddy system will not replace officer rounds and supervision of inmates that are on suicide watch.

XIII.21 MEDICATION EDUCATION

The Bidder shall be required to provide medication education and information to inmates receiving psychotropic medications. Such educational services can include medication education groups, direct instruction by nursing staff, and distribution of printed literature. Provide a description of the proposed medication education program for offenders receiving medications for the treatment of mental disorders.

XIII.22 MENTAL HEALTH SCREENING AND ASSESSMENT

Inmates entering the jail or detention center must be screened for mental illness at intake according to the standards set forth by the National Commission on Correctional Health Care (NCCHC). The Bidder must describe its proposed methods for conducting initial intake screens and follow-up mental health assessments for newly admitted inmates. The description should indicate the personnel to administer the screenings and assessments, the timeframes for completion, disposition of inmates with mental illness warranting treatment, and the documentation process to be utilized.

Mental Health services should include: a mental health screening at intake and include:

- History of psychiatric treatment and outpatient treatment;
- Current psychotropic medication;
- Suicidal indication and history of suicide behavior;
- Drug and alcohol usage;
- History of sex offenses;
- History of expressively violent behavior;
- History of victimization due to criminal violence;
- History of cerebral trauma or seizures;
- Emotional response to incarceration.

XIII.23 MENTAL HEALTH REFERRAL PLAN

The Bidder must provide a description of the proposed mechanism for receiving and processing referrals of inmates for mental health services. The description should include documentation procedures and indicate the method for self-referral by inmates as well as referrals by medical, security, and administrative staff and family members of inmates and juveniles.

When isolated for psychiatric purposes, inmates shall be examined by physician or designee within twenty-four (24) hours after confinement; medical evaluation must support medical confinement in inmates based on risk of physical danger to self or others. Medical services must continue to provide follow-up care and treatment during the time that an inmate is held in medical confinement on at least a three (3) days per week basis.

A physician or his medical designee will be responsible for determining when an inmate shall be sent or returned to general population, with documentation in the medical records regarding these decisions.

XIII.24 CRISIS MANAGEMENT PLAN

The Bidder must describe its plan and procedures for responding to mental health related emergencies, including the placement of inmates into close watch observation cells, observation of inmates in close observation cells, and release of inmates from any special watch status. The mental health director will be responsible for being a liaison with the court system to include representation of inmates that are floridly psychotic and unwilling to take medications and may harm self, others or are deteriorating, or inmates that are suicidal and unable to be controlled in the detention environment.

XIII.25 STEP DOWN MENTAL HEALTH PROGRAM

In conjunction with the custody staff, the mental health director shall establish a step down program for inmates that can be transferred from suicidal one on one watch but are not yet capable of being housed in the general population. Five hours of structured group therapy per week shall be provided to the population housed in the step down unit. Criteria shall be established for admission and transfer of inmate/patients, length of time on the unit, therapeutic milieu and recreational therapy.

XIII.26 REPORTING REQUIREMENTS

The Bidder will be required to submit a monthly statistical report to the Facility Administrator or designee at the jail regarding the mental health program. The report should include caseload statistics, staffing patterns, a summary of services rendered by service type, number of inmates on psychotropic medications, and statistics regarding suicidal and other self-injurious behaviors.

XIII.27 THERAPEUTIC RESTRAINTS AND THERAPEUTIC SECLUSION

The Bidder shall devise a policy for the use of restraints used for therapeutic reasons, which addresses the type of restraint used, when, where, how and how long. A physician shall authorize use of restraints. The restraint policy shall be developed in conjunction with the custody staff. Restraints may not be authorized for longer than four (4) hours without a physician's re-order. Documentation of vital signs, circulation, release of limbs, level of consciousness, toileting and feeding, shall be documented on a restraint log in the EHR. If custody orders restraints due to inmate altercations etc., health staff shall be notified and check the restraints for adequacy of circulation.

XIII.28 FORENSIC INFORMATION

The Bidder shall be prohibited from participating in the collection of forensic information, which includes:

- Performing psychological evaluations for adversarial proceedings or parole evaluations
- Conducting body cavity searches for contraband
- Court ordered laboratory tests or radiology procedures without the inmate's consent.

XIII.29 FORCED PSYCHOTROPIC MEDICATION

The Bidder shall develop policies for the use of forced psychotropic medications that are congruent with NCCHC standards. Should custody be forced to perform a cell extraction, the health staff shall be notified in advance. Chart review shall occur prior to the use of force to identify inmates that have cardiac or asthma conditions that may be adversely affected during pepper (OC) spray. All inmates that have been sprayed with pepper spray shall immediately receive a shower and have vital signs documented in the EHR.

XIII.30 CHRONIC CARE MENTAL HEALTH PATIENTS

The Bidder shall develop and implement a program for chronic care **mental health patients that meets or exceeds NCCHC and ACA standards**. Inmates with chronic mental health problems shall be seen by a psychologist or a physician every thirty (30) days or sooner as their clinical condition dictates. Individual treatment plans shall be developed and updated on a quarterly basis

XIII.31 DISCHARGE PLANNING AND CONTINUITY OF CARE

Mental health staff shall coordinate referrals of mental health patients into community agencies upon their release from the jail. A three (3) day supply of psychotropic medication or a prescription shall be sent with the inmates when they are released.

XIII.32 Medical Unit

Observation Care at the jail shall be provided to include:

- Supervision of the infirmary by a registered nurse on a daily basis;
- Patients in the observation unit being within sight and sound of a nurse;
- A separate and complete medical record for each inmate in the medical observation unit;
- A manual of nursing care procedures;
- Daily rounds and charting by a nurse on each shift and a physician or psychiatrist on a weekly basis for long term patients and at the next provider visit for newly admitted inmates or inmates with acute medical or mental health problems.

XIII.33 HEALTH EDUCATION OF INMATES

The Bidder shall develop and describe an inmate health education program, which includes formal and Informal information sessions, pamphlets, videos, etc.

XIII.34 TRANSFER OF MEDICAL INFORMATION

All inmate transfers received from other jails, prisons or like facilities or institutions shall be screened by medical personnel for acute or chronic conditions, communicable diseases, mental status evaluation, and current medications within one hour of the transfer.

The Bidder shall develop a procedure for the transfer of pertinent medical information to emergency facilities and outside specialty consultants and for inmates that are transferred to the State prisons or other detention institutions. Detail summaries of medical and mental

health care shall be sent to receiving jails, juvenile detention facilities and prisons when inmates are transferred to other institutions.

XIII.35 MEDICAL RECORDS

- I. Bidder must provide a correctional-developed, comprehensive and fully customizable electronic medical record (EHR) system which meets all NCCHC, Mobile County, and Mobile County Metro Jail standards. The selected EHR must feature, at a minimum, the following requirements:
 - a) Bidder is responsible for acquiring, maintaining, and tracking inmate medical records—both active and inactive—throughout the term of the contract. These records shall be kept separate from the jail confinement records of the inmate.
 - b) EHR must be HIPAA compliant. Furthermore, Bidder and EHR must adhere to state laws, rules, and regulations pertaining to the management of medical records.
 - c) System must be fully integrated and must bridge with the current Jail Management System for all demographic information. This bridge, in combination with the Bidder's EHR, must be operational on the contracted date of transition. Staff must be trained to use the selected EHR within thirty (30) days of implementation.
 - d) Selected EHR must fully comply with the Alabama Board of Pharmacy and Board of Nursing prescription ordering and medication administration requirements. Proper electronic documentation and storage of applicable data must also fully comply with these requirements. Ordering of medication shall be performed by the providers. The formulary shall be contained in the EHR. Medication Administration Records will be available in the EHR and charting of medications will occur in real time.
 - e) Intake must comply with NCCHC standards, with exceptions established to allow completion of the receiving screening and mental health screening with the EHR in a span of four (4) hours after the booking. The results of the medical disposition of the inmate must be indicated on the Receiving Screening form. Healthcare staff must sign and date each receiving screen and receiving screening practices must be compliant with NCCHC standards. Screening must address, at a minimum, the following: current and past illnesses; health conditions/unique requirements; recent illness symptoms; current medical, mental health, or dental concerns; mental illness; history of trauma or sexual assault/abuse; receipt of/eligibility for community rehabilitation and treatment (CRT) programs; dietary restriction; history or current suicidal/homicidal ideation; current medications; known allergies; drug or alcohol use; pregnancy; gynecological issues; and health insurance coverage.
 - f) EHR must feature an optional Prison Rape Elimination Act (PREA) segment within the Receiving Screening and the electronic capability to generate a report from PREA information obtained.

- g) Reporting capabilities must feature: daily health services statistics; daily, weekly, monthly, and annual reporting; customizable reports; and documentation of all inmate charges via expenditure reporting.
- h) In any instance wherein medical care is an issue, or in criminal or civil litigation in which the physical or mental condition of an inmate is an issue, the Bidder shall make such records and, upon receipt, provide copies to the Sheriff, Jail Commander, Contract Administrator, Contract Monitor, District Attorney, or County Attorney.
- i) EHR shall include the following minimum mandatory electronic requirements:
- Medication administration and reconciliation;
 - Utilization management and review—must adhere to minimum criteria and must provide prospective, concurrent, and retrospective review. Reports analyzing costs and trends must be made available;
 - Utilization of Clinical Institute of Withdrawal Assessment (CIWA, COWS) detoxification program;
 - Discharge Planning;
 - Tracking of accountability of Inmate Grievance Process;
 - Tracking of off-site scheduling and appointments;
 - Ability to track inmate expenditures including sick-call, medications, and specialty requests;
 - Accountability for contract compliance of medical staff scheduling;
 - Monitoring and maintenance of employee certifications and credentials;
 - Full access to inmate medical records in a 'stand-alone' digitalized form upon contract end or termination;
 - Tracking and documentation of all annual dental screenings, mental health services, general health care services, and chronic care clinics;
 - medication administration services from within the EHR;
 - Laboratory results must be stored within the EHR;
 - Radiology results must be stored within the EHR.
- j) Bidder acknowledges and agrees that all records prepared or acquired by the Bidder during performance of services under the contract will immediately become the property of the Mobile County Metro Jail.
- k) The system has the ability to run and be properly formatted on a variety of devices including, but not limited to, PDAs, Tablet PCs, and Laptops.
- l) The system is able to incorporate new technologies should they be identified as needs in the future (such as barcode scanning, RFID).
- m) The system has the ability to send alerts via email, to beepers, etc.

- n) The system provides automated ongoing maintenance for standard industry tables (ICD9, ICD10, DSM, CPT4, plus associated descriptions, etc.) from standard Microsoft software tools (MS-Word, MS-Excel, MS-Access, etc.).
- o) The system provides the capability to upload and reload all large files (lab, radiology and pharmacy orders, results, provider files, etc.) utilizing standard Microsoft software tools (word, excel, access, etc.).
- p) The system provides patient inquiry by name, partial name, inmate number, alias, date of birth.
- q) The system allows data entry using abbreviations e.g. COPD or HTN but always displays a full description.
- r) The system allows for more than one person to make simultaneous chart entries.
- s) The system will not allow for the deletion of patient information or alteration of the record.
- t) The system provides screen prompts that will indicate missing or critical information.
- u) The system has the ability to allow their client to add new data elements to a screen without a system request.
- v) The system automatically logs an individual off if the system is not in use for a predetermined period of time.
- w) The system allows the administration to disable a user if the employee has resigned or been terminated.
- x) The system provides password management tools including rotation password, reuse, expiration dates etc.
- y) The system provides data archiving process based on administrator defined criteria.
- z) In the event of a hardware /software failure, the system recovers to the point of failure.
- aa) The system provides back up data that can be maintained 24 hours per day.

- bb) The vendor provides live phone support (Help Desk) for Mobile County Healthcare Staff. (Please define level of support and times of support).
- cc) The system provides searchable user help text available from the application.
- dd) The Bidder will include in its proposal a GANTT chart describing the steps in the implementation of the medical record system to include purchasing of hardware, training of staff, installation, maintenance, upgrades, roll out phases for the Jail and Annex.
- ee) All training will be accomplished prior to the contract start -up date.
- ff) Training and refresher training will be scheduled on a quarterly basis or more frequently if required.
- gg) The vendor will provide training to the Sheriff's IT personnel and system analysts.
- hh) The system has the ability to import data from a variety of medical devices e.g. blood glucose machines, spirometers, ECG etc.
- ii) The system retains the health record by inmate number to provide a history of an inmate health condition. Each patient has one record which is sub- divided by period of incarceration.
- jj) The system utilizes a drop down menu and narrows choices by entering the first few letters of the choice.
- kk) The system includes the ability to capture and track co-payment information. Inmate financial information will be shared with the offender management system.
- ll) The system allows for a transfer summary to be printed for inmates that are going to the DOC.
- mm) The system allows for recording of patient consents both in printable forms and electronic signatures.
- nn) The system supports electronic signatures by staff.
- oo) The system allows scanned documents to be saved as images

- pp) The system allows normal and abnormal results based on the original reference data source.
- qq) The system allows display of numerical results in flow sheets or graphs to allow comparison of the results.
- rr) The system is able to establish the criterion for disease management, preventive services based on patient demographic data.
- ss) The system has nursing protocols which are utilized for nursing sick call.
- tt) The system will contain alerts based on established guidelines.
- uu) The system is able to schedule patients or individuals that have alerts, require preventive services or are associated with chronic care or follow-up appointments.
- vv) The system has the ability to generate error logs when interfaces or transactions are rejected, along with reasons for why the interface file or transaction was rejected.
- ww) The system supports integrated/interfaced voice dictation via icon on the clinical workstation.
- xx) The system supports integrated/interfaced speech recognition via icon on the clinical workstation.
- yy) The system interfaces with the County's PICS taker for patient photographs.

XIII.36 INFECTIOUS WASTE DISPOSAL

The Bidder shall make provision for collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations. The Bidder shall be responsible for the cost of removal and disposal of all biohazard waste, including all necessary supplies.

XIII.37 SUPPLIES AND EQUIPMENT

The Bidder is responsible for the cost of all additional supplies and equipment needed to provide health care. The Bidder may make a visual inspection during the tour. The Bidder shall be responsible for the repair or maintenance of existing equipment. The Bidder is responsible for obtaining all certifications and inspections required on the equipment. The Bidder may install (subject to written authorization from the County) any new equipment it deems necessary. The Bidder shall consult with the County regarding the disposition of any County owned equipment. Any equipment installed may be taken by the Bidder within 30

days of the expiration of the contract. If the contract is terminated for cause then the equipment shall remain in place until the medical unit is operational by another Bidder or the County for a term not to exceed ninety (90) days.

File cabinets, desks, chairs etc. that are required shall be provided by the Bidder. All items will remain the property of the County at the termination of the contract. The Bidder is responsible for all fax, computers, printers and other office equipment that it deems necessary to operate this contract. This equipment shall remain the property of the Bidder.

All medical supplies remaining may be used or consumed by the Bidder without obligation or cost. The Bidder shall be responsible for procuring and stocking all medical, laboratory and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall be converted to County inventory at the termination of the contract. The Bidder shall be responsible for all telephone, fax lines and photocopying fees and/or machines relating to its ability to perform services in this bid.

XIII.38 INSTITUTIONAL RESPONSIBILITIES

The County shall provide the Bidder with office space, examination rooms, and utilities, except for long-distance phone services (which shall be credit card or billed by the Bidder) to enable the Bidder to perform its obligations and duties under the contract. Bidder shall be responsible for special line charges relating to facsimile equipment or provisions for the installation of computers.

The Sheriff shall provide security staff for off-site supervision and transportation of inmates for medical services. The Sheriff shall provide security services in the clinic for medical personnel. The Sheriff shall provide housekeeping and cleaning supplies, and laundry services.

XIII.39 DISASTER PLAN

The Bidder shall develop procedures for a disaster plan in the event of a man-made or natural disaster. It shall be coordinated with the security plan and incorporated into the institution's overall emergency plan and made known to all personnel. Review of the health aspects of the disaster plan shall be part of the initial orientation of new personnel and drilled annually with all health care staff. The Bidder shall practice a disaster plan each year that is critiqued and reviewed with health care staff. A procedure shall be in place to check emergency equipment on a weekly basis and to ensure defibrillators are in working order.

XIII.40 RESEARCH

No research projects involving inmates, 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 the Sheriff. The conditions under which the research shall be conducted shall be agreed upon by the bidder and the Sheriff and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

XIV: PROGRAM SUPPORT SERVICES

In addition to providing on-site, off-site and personnel services, the Bidder shall also be expected to provide professional management services to support the medical program. These additional program support services are as follows:

XIV.1 CONTINUOUS QUALITY IMPROVEMENT COMMITTEE

The Bidder shall institute a continuous quality improvement (CQI) committee that shall monitor the health services provided. Discussions should include committee membership, frequency of meetings, thresholds for evaluation, collection of data, corrective action plan and communication of results. Quality improvement studies are to be site specific and address the needs of the health care system as opposed to corporate driven. Two outcome and two process studies with corrective action recommendations are to be completed each year.

XIV.2 MEDICAL AUDIT COMMITTEE

The program shall also include regular chart review by physicians of outpatient and inpatient medical records. Chart reviews deliberations and actions taken as a result of reviews should be documented.

XIV.3 INFECTION CONTROL

An infection program shall be implemented by the Bidder that includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws. The program shall be in compliance with CDC guidelines and OSHA regulations.

XIV.4 INMATE GRIEVANCES/COMPLAINTS

The Bidder shall specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The Bidder shall maintain monthly statistics of grievances filed i.e. those with and without merit. All grievance procedures shall be in accordance with the Sheriff's policies. All grievances shall be responded to in writing within five (5) business days of receipt of the grievance. The Sheriff reserves the right to review any inmate complaint and review the Bidder's actions. The Bidder must implement the Sheriff's recommendations in disputed cases.

XIV.5 POLICY AND PROCEDURES

The Bidder shall be responsible for the development, maintenance, and annual review of administrative and operational policies and procedures. The Sheriff reserves the right to approve policies and procedures of the Bidder. The policies and procedures shall be designed to meet NCCHC, ACA and Alabama State Statutes. The policies should be site specific for the facility. The policies shall be signed annually by the medical director, health administrator, and facility administrator with review and congruence by the contract monitor.

XIV.6 UTILIZATION REVIEW

The Bidder shall establish a utilization review program for the review and analysis of the utilization of off-site referrals including subspecialty and inpatient stays. The program shall

include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., MRI and CAT scans. The utilization management program shall demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

XIV.7 STRATEGIC PLANNING AND CONSULTATION

The Bidder shall indicate its capability for strategic operational planning and medical and administrative consultation. The Bidder shall be involved in the planning and programming for the new renovation. The Bidder shall assign a member of its staff to attend all relevant meetings pertaining to the new jail construction and the subsequent transition.

XIV.8 CREDENTIALING

The Bidder shall specify its credentialing procedures for professional staff employed at the facility. Copies of all current nursing and physician licenses shall be kept on-file in the health administrator's office.

XIV.9 RISK MANAGEMENT AND MORTALITY REVIEW

The Bidder shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Bidder shall be responsible for establishing and providing evidence of a formal mortality review process. The Sheriff's attorney and the County's attorney, Risk Manager or designee shall be included in any mortality review. The Bidder shall not settle inmate healthcare litigation without first contacting the County's Attorney and the Sheriff's attorney.

XIV.10 PHARMACY AND THERAPEUTICS

The Bidder shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required.

XIV.11 SAFETY AND SANITATION INSPECTIONS

The Bidder shall coordinate monthly safety and sanitation inspections of the medical unit with designated County personnel. The Bidder shall make appropriate recommendations for corrections on discrepancies or citations noted. The medical unit shall be clean and organized at all times.

XIV.12 ADMINISTRATIVE MEETINGS AND REPORTS

The Bidder shall coordinate with institutional jail administrator and/or designee to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference. Meetings shall be held quarterly. The contractor shall also provide staff to attend or participate in Department meetings.

The Bidder shall conduct and maintain minutes of health staff meetings conducted on a monthly basis. Staff meetings shall include and be attended by staff of the facility.

The Bidder shall prepare and participate in external reviews; inspections and audits as requested and shall participate in the preparation of responses to critiques. The Bidder shall develop and implement plans to address/correct identified deficiencies.

XIV.13 STATISTICAL DATA

The Bidder shall describe its management information system. The Bidder shall be required to keep statistical data related to the inmate health care program which shall include utilization of service statistics and other areas that the Bidder and County agree would be useful to evaluate the health care program and anticipate future needs. The Bidder shall prepare statistical reports on a monthly basis. The Bidder shall provide a narrative monthly report delineating the status of the health care program, which also identifies potential problems and discusses their resolution. A complete annual report of utilization statistics and narrative summary delineating accomplishments of the Bidder shall also be provided on an annual basis.

Daily statistics – A narrative report for the past twenty-four (24) hours capturing the following data shall be submitted to the facility administrator of the institution on a daily basis to include:

- Transfers to off- site hospitals
- Emergency Department visits
- Communicable disease data
- Suicide attempts and gestures
- Report of status of inmates in the hospital and observation area
- Staffing
- Incident reports
- Grievance reports and response

XIV.14 COST CONTAINMENT PROGRAM

The Bidder shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism(s) by which the Bidder plans to control costs, areas in which cost savings can be achieved and evidence of the success of such programs at other Bidder sites.

XIV.15 ACCREDITATION/DOJ AUDIT

The facility is currently accredited through NCCHC. The successful Bidder shall maintain accreditation by NCCHC for the Metro County Jail. The Bidder shall be responsible for the payment of all accreditation fees. The Bidder shall participate and be compliant with all ACA accreditation requirements. The last NCCHC accreditation was obtained in June 2012. The Bidder shall be in compliance with all recommendations made in the Department of Justice Report.

XIV.16 RECORDS AND DOCUMENTATION ON TERMINATION OF CONTRACT:

All manuals, policies and procedures, inmate medical records, and other records and

documentation developed, purchased or maintained by the Bidder for Mobile County Sheriff shall remain the property of and in the custody of the Mobile County Sheriff's Office. Upon expiration or termination of the contract, they shall remain the property of the Mobile County Sheriff's Office without further obligation.

XIV.17 CONTRACT MONITOR

The County and Sheriff shall employ a contract monitor to monitor the health care contract. The Bidder shall agree to allow the contract monitor to have unfettered access to all medical records, statistical reports, continuing education, time records, sick call slips, grievances, quality assurance reviews, and attendance at CQI meetings as the contract monitor deems necessary to fulfill his/her duty. The contract monitor shall determine in the County's and Sheriff's behalf whether or not the County and Sheriff are and have been receiving the staffing and services indicated in the contract and the bidder's response to this RFP. The contract monitor has the right to enforce the penalty provisions or to call other individuals or organizations, to assist him or her in the evaluation of the medical and mental health services. The Bidder shall include in its budget an annual sum of \$18,000 for the professional fees for the contract monitor.

XIV.18 TRAINING OF CORRECTIONAL STAFF

The Bidder will be required to certify correction officers in CPR, including certification cards, and will be required to assist in the training of correction officers in the following areas: suicide prevention, contagious diseases, and universal precautions. This training will be ongoing and be sufficient to train new and existing staff and will meet requirements of NCCHC/ACA accreditation.

XV.1

PERSONNEL SERVICES

In this section the bidder should address the following topics:

- a. Recruitment practices;
- b. Equal Employment Opportunities;
- c. Licensure/Certification requirements
- d. Staff training and personnel development
- e. Orientation of New Employees
- f. Continuing Education
- g. Inservice Training
- h. Performance Review

The current staffing at the Metro County Jail is as follows:

**Table 1
Current Staffing Plan Metro County Jail**

Position	Function	FTE
HS Administrator	Administrative	1.0
Medical Director	Sick Call	1.0
PA/NP	Sick Call	1.0
Psychiatrist		0.5
Director of Mental Health		1.0
MSW		2.5
DON		1.0
RN	Sick call	1.0
RN	Charge	1.4
LPN	Chronic Care	1.0
LPN	Medications	5.2
Medical Assistant		1.0
Pharmacy Tech		1.0
Secretary	Administration	1.0
Medical Records Clerk	Medical records	2.5
Evenings		
RN	Charge	1.4
LPN	Medications	6.6
MSW		0.5
Nights		
RN	Charge	1.4
LPN	Medications	2.2
Dental Assistant	Dental Sick call	0.4
Dentist	Dental Sick Call	0.4

Bidders should not be constrained by the current staffing levels, but rather should submit proposals based on what the bidder considers appropriate or reasonable. Bidders should be aware that additional medical staff will be required during Mardi Gras for the three (3) day period beginning with Joe Cain Day and ending the morning of Ash Wednesday.

XV.2 RECRUITMENT AND CREDENTIALING PROGRAM

The Bidder shall recruit and interview candidates who are currently licensed or certified in the State of Alabama. Each candidate shall be interviewed by the Bidder with a special focus on technical expertise, emotional stability, and motivation. The jail administrator or designee shall be involved in the interviewing process and final selection for the medical director and health administrator. It is recommended that the health administrator be CCHP certified. The medical director should be board certified in his/her respective specialty.

Personnel files of all subcontractors and contract employees shall be on file at the facility. The files shall be made available to the facility administrator, contract monitor or designee. These files shall include copies of current licenses, proof of professional certification, DEA numbers, malpractice insurance certificates, evaluations and position responsibilities.

XV.3 DRESS CODE

Bidder's personnel shall be expected to portray a neat appearance through an appropriate dress code distinguishing them as health care personnel. Scrubs/hospital uniforms, lab coats and name tags, insignias shall be worn.

XV.4 TURNOVER OF STAFF

The Bidder shall describe its current nursing turnover ratio in other contracts and shall additionally indicate specific turnover for health administrators, medical directors, and regional managers.

XV.5 RECRUITMENT PROGRAM

Bidder shall describe its recruitment program and shall indicate provisions to guarantee staffing at this facility. Wages set by the bidder for nursing (RN/LPN) psychology, and clerical positions shall be equivalent to comparable hospital and ambulatory care positions in Mobile County.

XV.6 ON SITE VISIT TO FACILITY

All screened staff candidates shall make an on-site visit to the facility/center prior to employment.

XV.7 APPROVAL BY SHERIFF OF BIDDER'S EMPLOYEES

The final selection of all employees or subcontractors shall be subject to approval by the Sheriff. Initial and continued employment of staff and subcontractors shall be subject to approval of the Sheriff. The Sheriff reserves the right to prohibit any of the Bidder's employees and/or independent contractors from performing service with regard to this contract.

The Bidder shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this bid. Any replacement personnel shall be subject to approval of the Sheriff. At the oral

presentation, the bidder should submit the resume of potential candidates for the health administrator position.

The Bidder shall notify and consult with the Facility Administrator prior to discharging, removing, or failing to renew contracts of professional staff.

XV.8 REJECTION OF CONTRACTOR'S PERSONNEL:

The Sheriff shall have the right to reject for use or service at the jail, the employment by the Bidder or any person or firm. The Sheriff reserves the right to remove from the site any person or firm employed or engaged by the Bidder when the Sheriff deems it to be in its best interest of the successful implementation of its correctional health services program. The privilege of entering or/and remaining on the premises of any secured facility under the jurisdiction of the Sheriff may be revoked at any time.

XV.9 EMPLOYMENT PROCESS, BACKGROUND INVESTIGATION, DRUG SCREENS

All personnel shall be required to pass a background investigation and finger print check conducted by the Sheriff for initial and or continued employment. Additionally, all personnel performing on-site services are required to undergo a drug screen, the cost of which is paid by the Bidder. All candidates successfully cleared through this process may be eligible for hire. In addition the Bidder will detail in its bid the hiring process to be utilized and a method to provide information regarding the individuals previous work history and credentials required to fulfill the duties of the position to be filled.

The Mobile County Sheriff reserves the right to search any person, property or article entering its facilities.

The Bidder and its personnel shall be subject to and shall comply with all security regulations and procedures of the Sheriff and the Jail. Violations of regulations may result in the employee being denied access to the Institution. In this event, the Bidder shall provide alternate personnel to supply services, described herein, subject to the Sheriff's approval.

The Bidder and Bidder's employees shall timely cooperate with all Sheriff's Office investigations related to the operation of the jail facility.

The Sheriff shall provide security for the Bidder's employees and agents consistent with security provided to other County and Sheriff employees.

XV.10 COMPLIANCE WITH STATE AND FEDERAL STATUTES

All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, ACA standards, NCCHC standards, and policies and procedures of the Institution.

XV.11 HOSPITAL PRIVILEGES

The Bidder's medical director shall secure admission privileges at a local hospital for admitting, monitoring, and discharging committed persons.

XV.12 NON-COMPETE AGREEMENTS

The Bidder is prohibited from entering into covenants not to compete or non-competition clauses with either employees, independent companies, or any other party specifically related to the performance of any obligation required under this agreement, which would prohibit said party from competing, directly or indirectly, in any way with the Bidder. For the purpose of this paragraph, the term "competing directly or indirectly, in any way with the Bidder" shall mean engaging or attempting to engage in any business similar to the Bidder's business, with any entity in the same or related business as the Bidder.

XV.13 ON-CALL RESPONSIBILITY

The on-site medical director, health administrator, and psychiatrist shall be on-call 24 hours per day.

XV.14 EMPLOYEE TRAINING AND ORIENTATION

a. The Bidder shall describe its orientation program for its staff. The Bidder shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices on-site at the Jail. An outline of the orientation and inservice program shall be submitted with the bid. Orientation regarding other Jail operations shall be the responsibility of the Sheriff and the County, as appropriate.

b. All of the Bidder's new employees are required to attend a 4 hour orientation program conducted jointly by the Sheriff and the Bidder consisting of security, classification, bloodborne pathogen, CPR and First Aid prior to their employment. The Bidder shall be responsible for the employee compensation during this training.

c. The Bidder shall establish an electronic medical library on-site at the facility for use by the health care staff. The library shall minimally include basic reference texts related to diagnosis and treatment in a primary care setting.

d. The Bidder shall prepare a weekly staffing report for the Facility Administrator or designee for the jail and the contract monitor specifying the nursing positions filled (RN, LPN), number of vacancies, and professional hours provided and vacant.

e. The Bidder shall provide appropriate monthly inservice education programs for its staff. All staff shall be required to have 12 hours of continuing education each year. Selected topics, which require staff training, shall be identified on an ongoing basis throughout the Bidder's continuous Quality Improvement Program.

XV.15 STAFFING AND SCHEDULES

a. All hours shall be spent on-site at the Institution, except as is otherwise expressly agreed to by the Administrator and the Bidder. Institution staffing work schedules may be modified upon the parties' mutual agreement and written consent.

b. The Bidder's staff shall administer the health care program at the Metro County Jail. The administrator shall be on-site weekly. The staff shall not be reassigned to assist with problems of other contracts.

c. All contractual staff (both employees and independent Contractors) shall be required to comply with sign-in and sign-out procedures on an official time-keeping form. The Bidder shall be permitted to substitute an automated time clock system or other method, which is subject to the approval of the County.

d. Travel time of the providers is not to be included as hours worked in time billed to the County.

XV.16 EMPLOYEE BENEFITS

The Bidder shall specify how they intend to cover periods of absences caused by vacations, holidays, and sick leave, and shall state what relief factor (if any) was computed into their staffing ratio. The Bidder should state whether positions in their bid are to be covered by full or part time personnel.

The Bidder shall include a synopsis of their benefit programs as an appendix to this bid. The Bidder should describe its vacation, sick time and leave policy and information regarding medical coverage.

XV.17 CREDIT TO THE COUNTY

a. The Bidder shall credit the County the cost of hourly salary and fringe benefits for each hour of each position not covered or vacant. There shall be no substitution of positions (e.g., LPN for RN, etc.); any such substitution shall be treated as though the position was not covered or vacant. If the health administrator position is left vacant for a period of greater than five (5) days, the Bidder shall credit the County one and a half times the salary rate per hour times the number of hours the position was left vacant after five (5) days.

b. The Bidder shall also make provisions in their staffing plan to cover periods of vacation, educational staff or sick time by including appropriate relief factors and/or per diem staff. Credits for vacation, sick time or education shall be due after three days of non-service.

XV.18 PROPOSED STAFFING

The proposal is to include the staffing pattern that is proposed for the facility. The Bidder should state, the levels of staff and the number of staff that will be on site during each shift. Variances for weekends or holidays should be noted.

Bidders are to submit a staffing plan that they feel is adequate.

XVI: CONTRACT TRANSITION

The Bidder must demonstrate how it would make the transition from the current service delivery system to the new contract. The timetable for transition is 30-45 days. The transition plan should address an orderly and efficient start-up. The Bidder should emphasize their past experience in implementing contracts and successes in this area.

A detailed plan shall be submitted with the bid that addresses, at a minimum, how the following issues shall be handed and transferred:

1. Recruitment of current and new staff including physicians subcontractors and specialists
2. Hospital services
3. Pharmaceutical, laboratory, radiology, and medical supplies
4. Identification and assuming of current medical care cases
5. Equipment and inventory
6. Medical record management
7. Orientation of new staff

The Bidder should include personnel that shall be assigned to supervise and monitor the transition of the current contract to the Bidder's system, which should include timetables for completion.

XVII: PRICING

XVII.1 BASE PRICE

Provide a base price for a population for 1600 inmates. Companies are to complete a line item pricing schedule as found in the Appendix C.

XVII.2 PER DIEM RATE

The parties shall agree that an annual base price is calculated upon an average daily resident population of 1600 inmates. If the average daily inmate resident population during any month during the term of this agreement exceeds 1,650, then Bidder shall be entitled to additional compensation, payable the following month, on the basis of a per diem to be determined and submitted by Bidder. Additional compensation shall be payable based on the difference between the average daily inmate population during any month (when the average is more than 1,650) and the figure 1,650. By way of example, if during a month, the average daily inmate resident population equals 1,650, then in such event, the additional compensation shall be computed as follows: 50 x (per diem rate) x (number of days in the month). Bidder's proposed per diem rate for additional compensation is

\$ _____ ().

The County and Sheriff shall also be entitled to a credit in the event that the average daily inmate resident population during any month is less than 1,550. In such event, the County and Sheriff shall be entitled to a credit, given the following month, on the basis of a per diem to be determined and submitted by Bidder. The credit shall be given based on the difference between the average daily inmate resident population during any month (when the average is less than 1,550) and the figure 1,550. By way of example, if, during a month, the average daily inmate resident population equals 1,550, then, in such event, the credit shall be computed as follows: 50 x (per diem rate) x (number of days in the month). Bidder's proposed per diem rate for the credit is

\$ _____ ().

XVII.3 PRICING FOR SUBSEQUENT YEARS

The County and Sheriff may, at their sole discretion, exercise two one-year renewal options commencing at the expiration of the initial term of the contract by giving written notice to the successful bidder at least 60 days prior to the expiration of the then current term of the contract. In the event the option is exercised for the first option period, the base price shall be adjusted by a percentage increase or decrease in the base price to

reflect any such percentage increase or decrease in the medical component of the Consumer Price Index (CPI) for this region over the year preceding the date of the expiration of the initial term of the contract. In the event that the second option period is exercised, the base price shall be adjusted by a percentage increase or decrease in the base price to reflect any such percentage increase or decrease in the medical component of the CPI for this region over the year preceding the date of expiration of the first option period term.

XVII.4 CATASTROPHIC LIMITS

The Bidder shall be responsible for all off-site charges, which shall include inpatient hospitalization fees, specialty consults and physician fees, and all other fees for healthcare services rendered to an inmate, up to a cumulative total of \$15,000 per inmate per contract year. The Bidder shall, in the manner contemplated by Section XIII.9 of the specifications, negotiate with local hospitals and other healthcare providers for the provision of these hospitalization and healthcare services.

State inmates with AIS numbers are currently covered by an insurance policy the State of Alabama maintains with Blue Cross Blue Shield. The successful bidder will be responsible for notifying the State of the inmates' hospitalization.

XVII.6 ADVANCED PAYMENT

Services shall be paid after they are rendered. Payments shall not be authorized for payment in advance of services.

XVII.7 ALTERNATE PRICING ARRANGEMENT

Identify any alternative pricing and describe the program as well as potential risks or benefits to the County. The cost of the alternative should be stated in terms of the cost in dollars per month for the alternative. Mobile County is not interested in a cost plus fee arrangement.

Appendix A: AVERAGE DAILY JAIL POPULATION

October 2009	1506
November 2009	1420
December 2009	1304
January 2010	1279
February 2010	1234
March 2010	1301
April 2010	1360
May 2010	1384
June 2010	1411
July 2010	1421
August 2010	1476
September 2010	1468
October 2010	1406
November 2010	1359
December 2010	1256
January 2011	1312
February 2011	1320
March 2011	1370
April 2011	1471
May 2011	1535
June 2011	1586
July 2011	1673
August 2011	1714
September 2011	1658
October 2011	1643
November 2011	1547
December 2011	1422
January 2012	1453
February 2012	1359
March 2012	1373
April 2012	1437
May 2012	1559
June 2012	1554
July 2012	1599
August 2012	1665
September 2012	1620

These numbers were arrived at by dividing the daily census by the number of days in the month, so they reflect a true average of the daily population. These numbers reflect those inmates who stayed at least 24-hours prior to release. They do not include those booked and released. The daily jail population report may be accessed through the Sheriff's website at <http://www.mobileso.com>.

Appendix B: PRICING WORKSHEETS

Table 1 Salaries

Discipline	Hourly Rate	Hourly rate with benefits
Health Administrator		
RN		
LPN		
Physician		
Dentist		
Dental Assistant		
Psychiatrist		
Medical records clerk		
Administrative assistant		
Social Worker		

Please list shift differentials for

	<u>RN</u>	<u>LPN</u>
Evenings	_____	_____
Nights	_____	_____
Week-ends	_____	_____

Table C: LINE ITEM PRICING

Cost Item	Year 1	Year 2	Year 3
Salaries (nursing, clerical and mental health)			
Professional fees (physician, dental and psychiatric services)			
Off –site services including ER, Off-site consults, ambulance and professional fees			
Inpatient hospitalization			
Pharmaceutical services			
Laboratory services			
x-ray services MRI etc			
Office supplies and medical records			
Medical supplies			
Dental supplies			
Waste management			
Accreditation fees			
Orientation and training of staff			
Recruitment costs			
Equipment (please list items on separate sheet)			
Malpractice insurance			
Miscellaneous (please define on separate sheet)			
Bid Bond Costs			
Performance Bond Costs			
Profit and overhead			
Contract Monitor	18,000	18,000	18,000
Total Cost (Bidder to fill in amount for each year)			

Restate Total Cost for each year by figures and words:

Year 1 Total Costs: \$ _____ (_____)

Year 2 Total Costs: \$ _____ (_____)

Year 3 Total Costs: \$ _____ (_____)