REQUEST FOR PROPOSAL

Inmate Healthcare Services
Montgomery County Commission Detention Center
& Youth Detention Facilities

Release Date: April 29, 2021

SECTION ONE

OVERVIEW & GENERAL CONDITIONS:

The Montgomery County Commission (referred to herein as the "MCC") will be accepting Proposals for Inmate Medical Services for the Montgomery County Detention Facility (referred to herein as the "Detention Facility.") and the Montgomery County Youth Detention Facility (referred to herein as the "Youth Detention Facility.") from experienced and qualified Responders.

This RFP provides qualified interested parties with sufficient information to enable them to prepare and submit a response for consideration. By submitting a response, you (hereinafter referred to as the "Responder" and/or "Medical Provider") are affirming that you (in the case of individuals) and/or your organization are interested in contracting with MCC to provide the services covered herein.

The purpose of this RFP is the procurement of healthcare and related services for the inmates at the Montgomery County Detention Facility and Youth Detention Facility located in Montgomery, Alabama and consistent with the terms and conditions herein set forth. The MCC seeks creative responses. Medical Providers are invited to submit variations from the specific requirements provided the level and quality of services are maintained. Such variations should be described as enhancements in the narrative response.

Pre-Proposal Conference:

A mandatory Pre-Proposal Conference will be held at the Montgomery County Detention Facility located at 225 S. McDonough St., Montgomery, AL at 9:30 a.m. (Central Standard Time) on Thursday, May 27, 2021; The conference will include a thorough discussion of Request for Proposal specifications and requirements. To promote complete understanding of the conditions, operation, location, requirements, and space availability, a tour of both facilities will be conducted following the pre-proposal conference. **ALL INTERESTED RESPONDERS MUST ATTEND.** Responders will not be allowed to submit a proposal for this project if they or a representative of their company does not attend the Pre-Proposal Conference.

Proposal Response Date and Location:

Sealed Proposals will be received by the MCC, until 4:00 p.m. CST, Monday, June 28, 2021 for Inmate Healthcare Services. Proposals arriving after the deadline will not be considered. All proposals and accompanying documentation will become the property of the MCC and will not be returned. Selection or rejection of a response does not affect this right. One (1) original and four (4) copies of this proposal must be submitted to allow for evaluation. Proposals must be clearly marked on the outside of the package:

Montgomery County Commission
ATTN: Holly Leverette, Director of Risk Management
INMATE HEALTHCARE SERVICES
101 S. Lawrence St.
Montgomery, AL 36104
(334) 832-1280

Conditions:

All responses submitted pursuant to this request shall be made in accordance with the provisions of the laws of the State of Alabama and the Scope of Services included in this RFP.

By submitting a response, the Proposer agrees that the awarded contract is to be governed by the terms and conditions set forth in this request. Any exceptions to the specifications must be clearly identified in the last section of the Proposer's response; otherwise, the MCC will assume compliance with all requirements as stated.

Timetable:

Following is an outline of dates in the selection process. Any changes will be provided in writing to all Responders receiving a copy of this RFP.

RFP Release	April 29, 2021
Pre-Proposal Conference	May 27, 2021
Questions regarding the RFP due by 4:00 p.m. CST	June 3, 2021
Response to all questions	June 11, 2021
Proposals due by 4:00 p.m. CST	June 28, 2021
Oral presentations of selected proposals (if required)	July 8 – 9, 2021
Commission Approval	July 2021
Award Notification – no later than	August 3, 2021

Telegraphic/Electronic RFP Reponses:

Proposal responses sent by electronic devices (i.e., facsimile machines and emails) are NOT acceptable and will be rejected upon receipt. Responders will be expected to allow adequate time for delivery of their RFP responses to be timely "Received." Responders assume the risk of the method of dispatch chosen. The MCC assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted, nor will additional time be granted to any vendor.

Correspondence and Questions:

Any questions concerning the process or the scope of this RFP should be directed to Holly Leverette, Director of Risk Management by fax: 334-832-7756, or e-mail: hollyleverette@mc-ala.org. Telephone inquiries with questions regarding this RFP will be not accepted. Correspondence with individuals other than those listed herein will not be allowed or have any effect.

Written replies of general significance will be forwarded to all proposers invited under this request. Prospective proposers acknowledge that no other source is authorized to provide information concerning this request.

Proposal Questions:

All questions must be submitted in written or electronic format to the proposal correspondent named above. Questions must be received by 4:00 p.m., CST Thursday, June 3, 2021. A list of questions and

answers will be provided no later than close of business on Friday, June 11, 2021. Requests may be made to the proposal representative.

Interpretations and Addenda:

No interpretation or modification made to any respondent as to the meaning of all or any part of the RFP shall be binding on MCC unless submitted in writing and a response thereto distributed as an addendum by the RFP Coordinator. **Interpretations and/or clarifications shall be requested in writing and directed to the Director of Risk Management Holly Leverette email: hollyleverette@mc-ala.org**. Verbal information obtained otherwise will not be considered in awarding of contracts. All addenda shall become part of the RFP.

Waiver of Technicalities:

All items must meet or exceed specifications as stated by the MCC. Determination of best response to proposal will be the judgment of The MCC. Proposals shall remain valid for ninety days for the date of proposal opening. The MCC reserves the right to waive any technicalities.

Proprietary Proposal Material:

Any information contained in the proposal that is proprietary will be neither accepted nor honored. All information contained in this proposal is subject to public disclosure.

No Obligation to Buy:

The MCC reserves the right to refrain from contracting with or awarding any proposer the bid. The release of this RFP does not compel the MCC to purchase.

Withdrawal:

Proposals may be withdrawn at any time prior to the proposal opening deadline.

Public Disclosure:

Subject to applicable State and Local law or regulations, the content of each Responder's Proposal shall become public information upon the effective date of any resulting contract. All electronic files; audio and/or video recordings; and all papers pertaining to any activity performed by the Successful Responder for or on behalf of the MCC shall be the property of the MCC and shall be turned over to the MCC upon request. Proposals submitted are not publicly available until after awarded contract is signed by the Commission Chairman. The MCC reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Examination of RFP Documents:

Failure of any Responder to receive or examine any form, instrument, addendum or other document shall in no way relieve any Responder from any obligation with respect to their proposal or to any contract resulting from this proposal. The submission of a proposal shall be taken as conclusive evidence of compliance with this condition. Failure to meet this condition may result in rejection of any offering on this proposal.

Proposal Evaluation:

All proposals will be evaluated on the basis of the knowledge and experience of the responder, knowledge and experience of the individuals assigned to MCC, cost, services provided, program concept, and the overall responsiveness of the written and/or oral presentation. Intangible factors such as Proposer's integrity, facilities, equipment, reputation, past performance and other factors will also be weighed. It is incumbent upon the responder to demonstrate within their proposals how each requirement will be satisfied. All proposals must meet the specification as outlined in this proposal. The MCC reserves the right to investigate the qualifications and experience of the responders, or to obtain new proposals. Proposals not sufficiently detailed or in an unacceptable form may be rejected by the MCC. Dates and documentation included in the proposal become public information upon opening the proposals. Interested responders must follow the process outlined in the following pages in submitting their proposal. The evaluation process will be conducted in a comprehensive and impartial manner. The MCC reserves the right to waive any and/or all informalities and to reject any or all proposals at any time.

During the evaluation process, the MCC, may, at its discretion, request oral presentations from qualified responders for the purpose of clarification or amplifying the materials presented. However, responders are cautioned that the MCC is not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available. All oral presentations if necessary, will take place 7/8/2021 – 7/9/2021.

Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Responders. All such discussions shall be coordinated by the MCC representative named above.

All proposals will be reviewed to determine if they satisfy the minimum qualifications specified in the RFP. Those not satisfying the Minimum Qualifications will not be considered.

Failure to provide any of the information requested in this RFP may result in disqualification of the proposal.

Evaluation Criteria:

Each proposal will be evaluated in the areas described below. Criteria for the evaluation are:

1. Fee Structure - 50%
   a. Reasonable costs for services provided.
   b. Guarantees for additional years of service.

2. Capacity to perform the scope of services & Program Concept- 20%
   a. Scope of proposed services, quality and completeness of response.
   b. Ability to perform most medical services inside the detention facilities except for emergency situations.
   c. Availability to provide a comprehensive pharmaceutical management program which strives to reduce cost.
   d. Demonstrated understanding of MCC's Detention and Youth Detention Facilities programs and challenges.

e. Ability to help the MCC locate and apply for grants as well as working with ADPH to help offset the cost of inmate healthcare.

3. Experience – 20%
   a. Experience in correctional institution healthcare of a similar size.
   b. Years of existence (minimum of five).
   c. Qualifications, experience and certifications of the individuals & team specifically assigned to the Detention Facility and Youth Detention Facility.
   d. Experience helping correctional institutions achieve National Commission on Correctional Healthcare accreditation.

4. Written RFP Response - 10%
   a. Adherence to the RFP requirements, including completion of all required forms; provisions of all requested information; and adequacy of responses. The proposal itself as an example of your Entity's work product.

Minimum Qualifications:

1. Responder should have and demonstrate in its proposal at least five (5) years previous experience, with proven effectiveness, in administering correctional health care services at local detention facilities with populations exceeding 600 inmates.
2. Responder must provide services utilizing healthcare professionals licensed to practice medicine in the State of Alabama, for each discipline required in the RFP.
3. Responder should have and demonstrate in its proposal experience in attaining and maintaining National Commission on Correctional Health Care ("NCCHC") and American Correctional Association ("ACA") accreditation in detention facilities.

Contract Award:

Following review of all qualified proposals, the MCC will select the proposal that, in its discretion, is the most responsive and responsible proposal for the MCC. A recommendation is expected to be made to the MCC by the Commission meeting on August 3, 2021. Following Commission approval, The MCC will countersign contract documents. The selected proposer should be prepared to commence preparing immediately following contract execution for an October 1, 2021 start date.

Should the MCC require additional time to award the contract, the time may be extended by the mutual agreement between the MCC and the successful proposer. If an award of contract has not been made within ninety days from the proposed date or within the extension mutually agreed upon, the proposer may withdraw the proposal without further liability on the part of either party.

The terms and conditions of this Request for Proposal and the laws of the State of Alabama shall govern any contract resulting from this request. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or for any breach thereof, shall be instituted only in the courts of the State of Alabama. The MCC and the proposer hereby agree that the venue shall be in Montgomery County, Alabama.

Any award made hereunder shall bind the Proposer to the terms, conditions, and specifications set forth in this request. Proposers whose response does not conform to said terms, conditions, and specifications

should so note on a separate sheet labeled, "Exceptions to Terms and Conditions". No exceptions will be recognized to have been taken by a Proposer unless it is properly set out as provided above.

Negotiations:

The MCC reserves the discretionary right to negotiate the terms and conditions of the contract with any of the evaluated Responders. Should the successful Responder and the MCC fail to come to an agreement, the MCC at its discretion may award services to any of the remaining Responders. The Responder to whom the contract is awarded shall be required to enter into a written contract and be approved by the County Commission. This RFP and the proposal, or any part thereof, shall be incorporated in principal into and made part of the final contract.

Terms of Contract:

Subject to funding by the MCC as hereinafter set out, any contract resulting from this RFP will become effective upon execution of an acceptable contract between the Medical Provider and the MCC and upon the approval of the County Commission, for a period of two (2) years. However, the MCC may, at their option and in agreement with the successful bidder, renew the contract for up to three (3) additional years, in twelve (12) month increments. The contract price shall remain firm for a two (2) year period. At the end of each one (1) year period, a price adjustment up or down may be allowed but shall not increase more than 5% per year.

Modification of Agreement/Contract Changes:

The MCC, without invalidating any resulting Contract, may order changes in the items within the general scope of this RFP consisting of additions, deletions, or other revisions. The contract price and time being adjusted accordingly, providing pricing for such additions/changes is included in the Responder's proposal response. All such changes in the contract shall be authorized by a written request to the contract and shall be executed under the applicable terms and conditions. No claim for additional work or change in price will be considered valid unless submitted in writing to the MCC and approved via addendum by the MCC.

Cancellation:

The MCC has the right to cancel any contract for the following reasons, including, but not limited to, the following: (1) failure to deliver within the terms of the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the Proposer, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

If purchase terms are revised by the successful Proposer after the MCC has awarded any resulting contract and the MCC cannot accept the terms as altered, The MCC reserves the right to revoke and cancel the contract by written notice to the successful Proposer within 60 days of becoming aware of such revision. The MCC will not be liable for any additional Business and all data related to the services becomes the property of the MCC.

Records Retention and Access Requirements:

The Successful Responder and any of its sub-contractors shall maintain books, records, documents and other evidence of account procedures and practices which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of the contract. The Successful Responder and its sub-contractors shall retain all such records for five (5) years after the expiration or termination of the contract. Records relating to any litigation matters regarding the contract shall be kept for two years following the termination of litigation, including all appeals if the litigation does not terminate within six (6) years from the date of expiration or termination of the contract. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the MCC and state or federal officials so authorized by law, rule, regulation or contract, as applicable. During the term of this Contract, access to these items will be provided within Montgomery County of the State of Alabama, unless otherwise agreed by the MCC. Delivery of and access to such records will be at no cost to the MCC during the six (6) year period after the Contract term or six (6) year term following litigation, The Successful Responder shall include the records retention and review requirements of this section in any of its subcontracts.

Audits:

For all the work being performed under the contract awarded pursuant to the RFP, the MCC or a designated 3rd party selected by the MCC as an auditor has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the services. Audits shall take place at times and locations mutually agreed upon by both parties, although the Medical Provider shall make the materials to be audited available within one (1) week of the request for them.

Guarantee:

Offeror certifies by bidding, that it is fully aware of the conditions of service and purpose for which services included in this RFP are to be provided, and that in the event the Medical Provider is selected the contract awarded will meet the requirements of service and purpose to the satisfaction of the MCC.

Ethics in Public Bidding:

The provisions, requirements and prohibitions as contained in all Federal, State and Municipal laws pertaining to transactions of this type, size and nature shall not be violated.

Statement of Confidentiality:

Medical Provider agrees that any contract shall provide that any information accessed or gained in the performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required by law or mandated by a court of law. Furthermore, Medical Provider must understand and adhere to the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Public Law 104-191, any other laws related to or affect the confidentiality of health care information and sign such other and further agreements as may be required in the discharge of its performance under the contract.

County Funds Paid:

Medical Provider must certify in the contract and in a separate Purchase Order Agreement that no part of the funds paid by the MCC pursuant to the contract nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any federal, state or municipal government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Medical Provider nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the Sheriff or the governing body of the County or any other public official or public employee, in any manner whatsoever, to have secured or obtained the contract to be issued pursuant to the RFP and further certify that, except as expressly set out in the scope of work or services of the contract, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for said contract.

Any violation of this representation or certification shall constitute a breach and default of the contract issued pursuant to the RFP which shall be cause for termination, Upon such termination, Medical Provider shall immediately refund to the MCC all amounts paid by the MCC pursuant to the contract.

Proposal Requirements

ALL RESPONDERS PROVIDING PROPOSALS MUST PROVIDE, IN DETAIL, THE INFORMATION REQUESTED IN THIS RFP, PREFFERABLY IN THE ORDER PRESENTED. FAILURE TO PROVIDE ANY OF THE INFORMATION REQUESTED IN THIS RFP MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

The MCC intends to enter into a contract or agreement for services as per the accepted or negotiated proposal. Terms and conditions will be finalized at the time of the award. If a proposer has a draft of the terms and conditions it wants considered, it should be submitted as part of the formal written response. The MCC reserves the right to conduct pre-contract negotiations with any or all proposers. If selected as The Medical Provider for Inmate Healthcare Services, the proposal and responses to the RFP will be incorporated into the resulting contract.

The successful Medical Provider shall assume total responsibility for all obligations under the contract whether an approved sub-contractor or an approved third-party assist in fulfilling the contract in whole or in part. Further, MCC will consider the successful Medical Provider to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the contract. The successful Medical Provider will be fully responsible for any default by an approved sub-contractor, just as if the successful Medical Provider itself had defaulted. No approved sub-contractor will be paid directly by the MCC. The successful Medical Provider will be solely responsible for the full and complete discharge of its obligations under the contract. For purposes hereof “approved” sub-contractor means a subcontractor of the Medical Provider approved in writing by the MCC.

Each proposer submitting a proposal represents that he has read and understands the RFP and his proposal in made in accordance thereof. The MCC assumes no responsibility for errors or misinterpretations from the use of an incomplete set of proposal specifications. The proposer shall furnish the MCC with additional information as we may reasonably require to make an informed decision.

If you believe the MCC should consider additional services not contemplated in this bid or the removal of services included, please describe your suggestions in your bid as an attachment, with separate costs or savings detailed.

Your ability to provide understandable, well-organized information should be reflected in your written proposal.

Each copy of the proposal shall include the legal name of the proposer and a statement that the proposer is a sole proprietor, a partnership, a corporation, or some other legal entity. A legally authorized person shall sign each copy of the proposal.

The proposer should be licensed and qualified under the laws of the State of Alabama to perform the quantity and type of work required by this RFP.

Executive Summary:

Respondents shall provide a brief overview of their plan for implementing the services described herein. Include the names, titles and experience of others who may be involved in this contract. Identify any unique service and/or distinctive approach your institution may have in performing services of this type.

Prices:

Include all applicable charges to complete project as specified. All fee structures submitted will be reviewed and considered.

The MCC's fiscal year is October 1 through September 30. It is our intent to consider Inmate Healthcare Services under this RFP to begin on October 1, 2021. The broker awarded this contract will be expected to coordinate transition of inmate healthcare if current Vendor is not retained. Please include transition plan in the proposal.

The MCC is tax exempt for all sales, use, and excise taxes.

Additional Terms and Conditions:

1. All services performed by the proposer are in the role of an independent contractor. The Responder acknowledges and understands that the performance of any resulting contract is an independent contracting individual and/or agency and, as such, the Responder is obligated for itself and any and all employees and its independent contractors' applicable taxes (i.e. FICA taxes, Occupational taxes, all Federal, State and Local taxes) and MCC will be obligated for same under the resulting contract. Responder acknowledges that as to all employees or contractors of the Medical Provider no income tax withholding, payment of workmen's compensation, unemployment insurance, life insurance, travel insurance, group insurance, disability insurance, death benefits, pension or profit sharing plans, or any other expense customarily paid by an employer with respect to an employee.

2. The intention to subcontract any portion of the project to a named entity must be part of the Responder's proposal. No portion of the proposal or resulting project may subsequently be subcontracted without the prior written approval of the MCC, which consent may be withheld. Assignments attempted, without said consent, shall be considered void and have no effect.

3. The MCC shall own all documents, data, files, tapes, disks, reports, spreadsheets and all other working documents, electronic or otherwise, as related to this agreement. The Proposer shall furnish all such documents to the MCC upon termination of this agreement. In addition, the Proposer must provide security for all such records and the Proposer shall provide to the MCC written procedures documenting their security and off-site storage.

4. The Proposer shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and Proposer's activities undertaken pursuant to this Agreement.

5. All cost incurred by the Proposers in preparing and delivering their proposal, and any subsequent time and travel to meet with the MCC regarding the proposal shall be totally borne at the Proposer's expense.

6. All responses become a matter of public record at award. The MCC accepts no responsibility for maintaining confidentiality of any information submitted with the RFP whether labeled as confidential or not.

7. The MCC is an Equal Opportunity, Affirmative Action employer. The successful Proposer(s) and its subcontractors (if any) shall not discriminate unlawfully against any employee or applicant for employment, nor shall they deny the benefits of any agreement resulting from this RFP to any person on the basis of race, sex, age, religion, color, national origin, disability

Insurance:

Proposer shall, at their own expense, maintain insurance of such types and in such amounts as are necessary to cover their responsibilities and liabilities on a project of the character contemplated under this contract and shall require all subcontractors to carry similar insurance. The MCC and the Commissioners collectively and individually, employees and agents shall be named as Additional Insureds on the general liability policy and on the umbrella/excess policy if required to meet the minimum limits set forth below**.**

Certificate(s) of insurance will be provided to the MCC before work can commence. The Certificate will evidence all coverage required and specify the terms required as noted below. Certificate will note the additional insured as required above and will provide for at least 30 days written notice of cancellation or non-renewal to the MCC.

Policies may include a deductible, but the Proposer will be responsible for payment of the deductible on their own behalf and on behalf of the MCC as an additional insured.

Required Insurance Minimum Limits:

Contracting party shall file the following insurance coverage and limits of liability with the Director of Risk Management, before beginning work:

*General Liability:
$1,000,000 - Bodily injury and property damage combined occurrence

$1,000,000 - Bodily injury and property damage combined aggregate
$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile liability:
$1,000,000.- Bodily injury and property damage combined coverage
Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:
$100,000 - Limit each occurrence – statutory limits

Umbrella Coverage:
$1,000,000 - Each occurrence
$3,000,000 - Aggregate

*****These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies. Insurance carrier shall be rated A- or better by A.M. Best.

The MCC shall have the right to inspect and approve Proposer's insurance including review of the entire policy and all attachments upon request.

Indemnification:

The selected proposer agrees to protect, defend, indemnify and hold the MCC and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful proposer, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful proposer also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

The purchase of insurance by the Proposer shall in no event be construed as a fulfillment or discharge of the obligations set forth in this Indemnification provision.

Dispute Resolution:

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussion and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute

resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the MCC and Diligent.

Service Provider Qualifications

All proposers, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama state, county and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all proposers must be licensed and permitted in accordance with the Code of Alabama, Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, and Title 40, concerning licenses and taxation, unless otherwise exempt. All proposers should be prepared to timely submit to the county non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Proposal.

Immigration:

All vendors, contractors and grantees are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents.

All proposers must provide proof of proper certification of authority, and any required registration, to transact business in Alabama in order to perform work for the Montgomery County Commission. Proposer's Registration Number shall be provided on the Proposal. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

PLEASE NOTE – Specific services are requested by this Request for Proposal. The terms and conditions of those services are outlined in the attached Specifications for Insurance Broker and Risk Management Services.

I have read all the general terms and conditions of this request. I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the service and is in all respects fair and without collusion or fraud. I am authorized to make this offer and sign this request for the Proposer. I agree to abide by the conditions of this request.

Date	Company
Name (please type or print)	Authorized Signature
Title (please type or print)	Street Address
Telephone Number	City, State, Zip

SECTION TWO

Information Requested

The following is a statement of the proposed health care services sought to be responded to under this RFP which includes, but is not limited to, the following: management, medical services by physicians, nursing, mental health, dental, pharmacy, medical records, lab, x-ray, on site routine and specialty services, medical and dental supplies and services necessary to carry out the obligations and scope of services contemplated by this RFP. In addition, the maintenance of medical records is required under this RFP and in state-of-the-art electronic and digital format.

The proposal must address the Medical Provider's ability to provide for medical services for the Montgomery County Detention Facility and Youth Detention Facility and shall specifically address the Medical Provider's ability to perform, and the associated cost for performing, the below described services.

SCOPE OF SERVICES

a. Receiving Screenings: Any inmate to be detained at the Facilities shall receive a medical screening subsequent to his/her booking. A mental health evaluation shall be performed at the receiving screening. The screening will identify those individuals with medical conditions, dental needs, mental disorder, detainees in need of special management or close supervision, and those with suicidal tendencies. Detainees will be booked and admitted into the Detention and Youth Detention Facility 24 hours a day, seven days a week. Appropriate providers should be assigned at booking to accomplish these tasks.

1. The Medical Provider will implement a policy and procedure and forms to ensure compliance with accreditation standards. Proposals will include a plan for completing the screening examinations. Attach a copy of the Medical Provider's screening policy and form.

2. When clinically indicated, there is an immediate referral to an appropriate health care service.

3. Notation of the disposition of the detainee, such as immediate referral to an appropriate health care service, approval for placement in the general detention population with later referral to an appropriate health care services, or approval for placement in the appropriate detention population. The Medical Provider shall work in conjunction with the Detention Facility's staff to provide for appropriate detainee placement.

4. Immediate needs are identified and addressed, and potentially infectious detainees are isolated.

5. Screening for infectious diseases are completed.

b. Oral Screenings: Any inmate detained at the Facilities shall receive an oral screening.

c. Detoxification: Where any inmate/arrestee at the time of booking is or appears intoxicated and/or has alcohol on his/her breath, alcohol and/or drug detoxification strategies shall be initiated.

d. Health Assessments: An inmate's health shall be assessed and the appropriate paperwork prepared by Medical Provider's medical staff at the time the inmate's receiving screening is administered.

e. Periodic health Appraisals: The Medical Provider's medical staff shall conduct periodic health appraisals of the inmates in the custody of the Facilities at the direction and discretion of the Medical Director in order to maintain a healthy environment within the Facilities.

f Infectious Disease: The Medical Provider shall establish policy and procedures for the care and handling of detainees diagnosed with infectious disease, chronic illnesses and other special health care needs. The Medical Provider will develop an infection control program that focuses on surveillance, prevention, treatment and reporting. In addition to procedures generic to "infectious diseases," disease-specific programs will be established to include:

1. Tuberculosis – The Medical Contractor will develop a TB surveillance, treatment and monitoring program consistent with community standards. If a detainee tests positive for a PPD test, the detainee shall be scheduled for and receive a chest X-ray, with appropriate follow-up and care, including isolation, if required.

2. HIV/AIDS – HIV testing and counseling will be done on a confidential basis to detainees after being detained for 72 hours. A physician will evaluation detainees identified as having HIV disease. HIV detainees will have access to infectious disease specialists and HIV medications as determined medically necessary.

g. Sick Call: Sick call at the Facilities shall be carried out in accordance with appropriate NCCHC timeline standards. The Medical provider will establish assessment protocols to facilitate the sick call process. The Medical Provider will establish policies and procedures for handling and responding to detainee requests for health care services. Medical Provider policies and procedures shall be subject to review by the MCC.

Detainees will have the opportunity to request health care services daily. Detainees may request services orally or in writing. Health care personnel will review the requests and determine the appropriate course of action to be taken to include immediate intervention or scheduling for nursing sick call or a provider evaluation.

h. Hospitalization: Medical Provider shall coordinate and make arrangements for the provision of healthcare to inmates requiring hospitalization.

i. Specialty Needs Treatment Plans: The Medical Provider will establish a plan for the identification, treatment and monitoring of detainees with chronic illnesses and special health care needs. Upon identification of a detainee with a special health care need, the detainee will be referred for

specialty care. The Health Care Provider will establish a special needs treatment plan to guide the care of detainees with special needs.

j. Female Preventative Health Care & Prenatal Care: The Medical will be responsible for the provision of medically necessary health services to the female detainee population to include, at a minimum, the following:

1. Sexually transmitted disease screening for syphilis, gonorrhea, and chlamydia;

2. Pre-natal care;

3. Provision of appropriate vitamins and dietary needs; and

4. Identification and management of high-risk pregnancies, including appropriate referrals.

The Medical Provider will not be responsible for fetus care or care after birth to the baby. However, an after-care plan will be developed for the mother prior to delivery.

k. Nursing Care: Medical Provider's nursing staff shall provide nursing care in accordance with all applicable laws, this Contract, and shall comply with all standards of care regarding the rendering of healthcare by nursing professionals. Nurses will be trained and qualified and required to draw blood from inmates for use in court proceedings, upon request.

l. Dialysis Treatment: Medical Provider shall coordinate and make arrangements for the provision of dialysis treatment. Treatment that can be conducted onsite is preferred.

m. Regular Physician Visits to the Facilities: Medical Provider's Medical Director shall establish a schedule for duly licensed physicians to make regular visits to the Facilities, no less than three days per week, to evaluate inmates in need of medical attention beyond the scope and knowledge of Medical Provider's nursing staff.

n. Emergency Ambulance Services: Where, at the determination of the Medical Director or his/her duly appointed designee, an inmate is in need of emergency medical care that cannot be sufficiently and adequately provided at the Facilities, the Medical Director or his/her duly appointed designee shall coordinate and arrange for the inmate to be transported to a local emergency room via ambulance in accordance with all applicable ordinances and laws.

o. Emergency Care: Medical Provider shall provide twenty-four (24) hour emergency medical, mental health, and dental services on-site at the Facilities. The Medical provider will establish policies and procedures to address emergency situations. The emergency policies will provide for immediate response by the health staff to stabilize the detainee. Emergency services to include first aid and cardiopulmonary resuscitation services **will be provided onsite**. A healthcare' or medical need that cannot be postponed until the next scheduled sick call or clinic, or the presence of a life-threatening illness and/or injury shall be deemed an emergency. Where the requisite emergency care cannot be provided at the Facilities, Medical Provider shall arrange and coordinate for the provision of such emergency care.

p. Dental Care: Any inmate detained at the Facilities shall receive dental care. All dental care, including dental care provided at the Facilities, shall be rendered under the direction and supervision of a dentist licensed to render such care in the State of Alabama. The Medical Provider will provide dental referrals on an as-needed basis. The Medical Contractor will provide detainees with dental education and oral hygiene instruction.

q. Basic Laboratory Services: The Medical Provider will ensure the availability of laboratory studies as determined necessary. Routine and Stat laboratory specimens will be processed, and written reports will be provided in a timely manner. A Medical Provider will review test results with abnormal findings. The Medical Provider will provide equipment and supplies to perform onsite laboratory testing as required by NCCHC and ACA standards. Medical Provider shall arrange and coordinate for the provision of any laboratory services that cannot be provided onsite.

r. Basic Radiology Services: The Medical Provider will ensure access to radiological studies as determined necessary. Routine and Stat radiology services will be processed, and written reports will be provided in a timely manner. A board certified or board eligible radiologist will interpret test results.

s. Inmate Healthcare Education: Medical Provider shall develop and implement an educational policy for the inmates housed at the Facilities in order to maintain and foster a healthy environment at the Facilities. Medical Provider's educational policy shall address but is not limited to the following areas: proper inmate hygiene and communicable and infectious diseases.

t. Pharmacy Services: The Medical Provider shall ensure the availability of pharmacy services sufficient to meet the needs of the inmate populations assigned to each Facility. Proposed sub-contracts with pharmaceutical providers should include complete information regarding the pharmaceutical provider, such as corporate history, references, past litigation, etc. the Medical Provider shall comply and supervise any sub-contractor to comply with all applicable state and federal laws, rules, regulations and guidelines regarding the management of pharmacy operations. Notwithstanding the foregoing, excluded from pharmacy services to be provided are any and all drugs and related supplies, equipment and paraphernalia used in the treatment of, management of, and diagnosis of tuberculosis and Aids. The Medical Provider’s pharmaceutical program will address, at a minimum, the following:

1. Medication ordering process.

2. Medication administration systems to include Direct Observed Therapy (DOT), as approved by health care professional.

3. Routine/non-urgent medication shall be administered within 24 hours of physician’s order with urgent medication provided as required and ordered by physician.

3. Documentation of detainee education addressing potential medication side effects.

4. Documentation of medication administration to detainees utilizing the medication administration record.

5. Documentation of a detainee’s refusal to take the prescribed medication.

6. Requirements for physician evaluations prior to the renewal of medication orders to include psychotropic medications. The re-evaluation will be documented in the detainee's health record.

u. Onsite Mental Health Program: The mental health evaluation shall be one key component of the comprehensive Detention mental health program established by the Successful Proposer. The clinical services provided shall be consistent with the community while emphasizing prevention, identification, early intervention and aggressive treatment of mental disorders with the goal of reducing the frequency and duration of episodes of serious mental illness. The goal shall be to provide services to the inmate such that s/he is able to function to the best of their potential ability. All inmates shall be considered as eligible for mental health services with the priority given to those individuals identified as most severely impaired by serious mental disorder, the most dangerous to themselves or others, and those who exhibit an inability to function within the general population setting of the detention facilities. The existence of a mental disease or disorder as categorized within the American Psychiatric Association's Diagnostic and Statistical Manual (4) of Mental Disorders shall be the basis for service consideration. Axis II disorders including antisocial and borderline personality disorders shall be evaluated for group intervention based on individual need. The mental health team shall also work with preventive or promote programs including psycho-educational or cognitive behavior programs focusing on topics such as anger management, impulse control, or substance abuse, as examples.

1. Evaluation Priority - The Successful Proposer shall establish a process for the systematic mental health evaluation of inmates. The booking area shall be staffed by mental health professionals during normal business hours and they shall be on call for acute mental health cases. Treatment and comprehensive mental health screening priority is given to those with acute mental illness, medication needs, or those with suicidal ideation. The remainder of inmates who are incarcerated shall have a mental health evaluation completed by the 14th day.

2. Documentation Guidelines - Documentation of the mental health evaluation shall be consistent and standardized and placed within the confidential medical record. All mental health records medical, and dental documentation shall be placed in the one comprehensive medical record. The one medical record, identified by the inmate's number, shall be the single repository for all documentation related to health or mental health care regardless of the profession of the individual staff member completing the form or note.

3. Crisis Intervention and Disposition - Any individual inmate found to be in need of urgent follow-up as identified by a mental health professional or during a routine screening process shall be placed on appropriate observation protocol immediately. If the inmate is in need of immediate intervention, a mental health professional shall determine the appropriate disposition among the options available – emergency inpatient mental health transfer, placement in a mental health special needs area or placement in mental health housing for the more chronic mentally ill. Written criteria and protocol shall be implemented for each potential mental health placement option and a referral process delineated in detail.

4. Evaluation Components - This mental health evaluation shall minimally consist of a structured patient interview with a mental health professional (mental health professional defined primarily as independently licensed clinical social worker, PSW, but may also include psychiatry or licensed psychology staff, or advanced practice registered nurse with a psychiatric clinical specialty) prior to the 14th day of inmate custody within the Detention Facility, and shall minimally include:

a) History of psychiatric inpatient hospitalization, public or private.
b) History of outpatient mental health treatment, public or private.
c) Current psychotropic use – medication, dosage, and prescriber.
d) Current drugs of abuse or alcohol use – type of drug, method of use, frequency, last use.
e) Current suicidal thoughts, ideation or plans.
f) Prior suicide attempts – ideation, gesture, attempt.
g) History of sexual offenses.
h) History of violent interpersonal behavior or property damage.
i) History of child abuse.
j) History of victimization within detention by predators, on the street.
k) Special education background/level of education.
l) History of serious head trauma with even momentary loss of consciousness.
m) History of seizure activity and cause if identified – alcohol, withdrawal, head trauma, etc.
n) Gross assessment of intellectual functioning.
o) Adjustment to incarceration.

5. Intellectual Functioning - If an inmate is identified as potentially mentally retarded/ developmentally disabled during the booking process, receiving screening, mental health evaluation, or otherwise, the inmate shall be referred to a mental health professional for assessment. Mental health staff shall work together with education staff in basic screening for intelligence and in obtaining prior documentation from a community setting regarding these needs, school or state's mental retardation agency. If the inmate has difficulty in functioning within general population due to his limited intelligence or may be victimized, this inmate shall be considered by the mental health staff for placement into a special needs or mental health housing unit that provides a more sheltered and protected environment.

v. Outpatient Mental Health Services: Any inmate with a positive screening for mental health problems shall be referred to a qualified mental health professional licensed to render such care in the State of Alabama. Medical Provider shall arrange and coordinate for the provision of mental healthcare when such care cannot be provided at the Facilities.

w. Healthcare Administrative Support Services: Medical Provider shall be responsible for providing appropriate and sufficient administrative support staff to aid and facilitate the provision of healthcare services.

x. Crisis Intervention Services: Medical Provider shall provide the necessary personnel to address inmate crises situations such as suicide attempts and self-harm.

y. Medical Records: The Medical Provider will establish policies and procedures addressing the health record format and documentation requirements. The Medical Provider will ensure that health records are maintained in a standardized format in accordance with prevailing medical regulations for confidentiality, retention, and access. A problem-oriented health record format will be utilized.

A health record will be established for each detainee who receives care beyond the initial intake screening.

The Medical Provider will be responsible during the term of the contract for the storage and retention of health records in compliance with mandated statutes of the State of Alabama. An inmate's medical record/file shall be kept strictly confidential.

z. Infectious Waste Disposal: All Infectious waste shall be disposed in accordance with all applicable state and federal laws.

aa. Supplies and Equipment: Medical Provider is responsible for the provision of all medical supplies and equipment not provided for by the MCC, such equipment and supplies will be out of the Contract to be entered into pursuant to this RFP.

bb. Disaster Planning: Medical Provider shall be responsible for preparing and presenting a disaster preparedness policy to the MCC, as the Medical Provider acknowledges the necessity for such a plan and therefore shall fully cooperate with the MCC, and the Commander of the Facilities.

cc. Offsite Hospital planning, coordination of medical/healthcare, and quality of medical/healthcare: Medical Provider shall be responsible for the coordination of all hospitalization and healthcare rendered pursuant to the Contract. **Only HSA or medical director or an advanced clinical provider (RN or nurse practitioner) must approve non emergent offsite healthcare services**. Medical Provider shall monitor all off-site healthcare and have access to all records pertaining to such. The Medical Provider will provide onsite specialty clinics, if deemed necessary, whenever feasible to reduce the volume and duration of offsite services.

dd. Utilization Management for Offsite Providers: The Medical Director will be responsible for determining the medical necessity criterion of offsite medical services. The Medical Provider will establish a utilization management program for the review and analysis of offsite referrals to preferred providers, including sub-specialty and inpatient stays. The program will include non-urgent hospitalization pre-certification, concurrent hospitalization review, discharge planning, and prior authorization of targeted procedures. The utilization management program will demonstrate that the use of offsite services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

ee. Offsite Statistical Reports: The Medical Provider will generate and provide the Detention Facility Directors or designee a monthly report of specialty care referrals. The report should indicate, at a minimum:

- Date and time the initial medical and/or after-hours medical request was received;
- Detainee name and date of birth;
- Date and time of examination by a physician;
- Date and time the referral was made; and
- Current and final disposition.

ff. Safety and Security: Medical Provider, including its employees and the medical professionals it retains to perform any services set forth in these Scope of Services, shall comply with, and be subject to Detention Facility policies regarding the operations, safety, and security of the Facilities.

gg. Responder shall maintain documentation of all charges to the MCC: The books, records, and documents of associated with related to, in connection with and applicable to the contract to be

awarded pursuant to the RFP, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of the final payment and will be subject to audit, at any reasonable time and upon written notice by the MCC or appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

hh. It is the MCC's expectation that upon entering into a contract, professional supervision shall be included as an aspect of the care for quality review. This would include "peer review" of the Medical Director at least once per year.

ii. The Medical Provider shall be responsible to see that the Detention Facility and Youth Detention Facility remain a drug free work place.

jj. Reports: The Medical Provider shall provide the MCC with detailed periodic reports delineating utilization statistics on a monthly basis, with year to date information and an annual summary.

kk. Control/Ownership of Data: All data shall be maintained in accordance with HIPPA regulations. Upon termination or expiration of the contract, it is understood that all completed or partially completed data, records, computations, survey information, and all other material that Medical Provider or its staff has collected or prepared in carrying out the contract shall be provided to and become the exclusive property of the MCC. All policies and procedures, protocols, manuals (such as quality improvement, infirmary, nursing, forms, etc.) shall remain the property of the MCC at the termination of the contract and shall be available to the MCC at all times during the contract term and at termination, upon request, on CD-ROM in Microsoft Word or other agreed upon format. The disk shall be maintained as current at all times and the Medical Provider shall ensure that all policy and procedure manuals are current with the latest version of the required documents.

ll. Biohazardous Waste: The Medical Provider shall provide all biohazardous waste containers and supplies consistent with federal guidelines and Occupational Health and Safety Administration (OSHA). The health services staff of the Medical Provider shall be responsible for the collection and safe storage of any biohazardous waste with the storage area to be locked and the disposal frequent enough to minimize the need for storage capacity. The Medical Provider shall establish and maintain an agreement for biohazardous waste disposal and ensure timely pick-up of wastes. All fees related to this agreement will be the responsibility of the Medical Provider.

The Medical Provider shall establish guidelines and protocols for the prevention, identification and treatment of ectoparasites such as pediculosis and scabies. Procedures shall describe the process for treatment of the individual, other individuals exposed, and all clothing and bedding. Intake screening shall include inquiry and observation regarding the potential presence of ectoparasites and treatment shall be individualized to each inmate infected.

mm. Continuing Education for Qualified Health Service Personnel**:** The Medical Provider shall ensure that all health and mental health service professionals and staff shall attend and complete continuing education in their respective fields.

nn. Disposal/Destruction of Medications: The Medical Provider shall establish a formal process, in concert with state and federal laws and minimum standards of the appropriate agencies and the laws of the State of Alabama, regarding the destruction or disposal of medications including patient-specific dispensed medications, stock medications, controlled substances (whether stock or dispensed), and psychotropic medications. Medications shall be purged routinely by the pharmacy staff and/or vendor so that the on-site quantity does not build up and will be done at no additional cost to the Sheriff. Documentation of all destruction and disposal shall be complete, thorough and available for review upon request.

oo. Safety or Storage: The Medical Provider shall ensure that all medications are maintained in a safe and secure manner and that counts of controlled substances occur on a per-shift basis by the oncoming and off going nurses together. Counts shall be conducted with two personnel at all times. Any waste shall be documented appropriately. Controlled substance stock shall be managed and documented appropriately with no cross-outs, whiteouts, etc. the pharmacist, if one on staff, or the Medical Provider shall conduct routine inspections and shall monitor this documentation for completeness and accuracy as these aspects are critical to the performance evaluations and ongoing supervision of nurses managing these medications.

pp. Sharps Management and Inventory: All syringes and sharps shall be stored and managed in a safe and secure environment with double-lock. These items shall be counted per shift in accordance with procedure. Dental equipment and instruments may be managed by the Dentist and Dental Assistant, if applicable. All staff utilizing sharps shall maintain a perpetual inventory or checklist of which the items were used for during their shift.

qq. Intake Medications: The Medical Provider shall establish a policy and procedure for the handling of medications coming into the Facilities with inmates upon intake. If utilized in any way for that specific individual inmate, a nurse must verify that the medication received is the medication described/prescribed. Every effort shall be made to verify existing orders from outside sources if the inmate comes in with a current medication prescription. If not utilized, these medications shall be seized upon admission and stored in a secure area. The inmate bringing in the medication will be given one calendar week to have the medication picked up by their family. Otherwise, the medication with be returned to a licensed pharmacy for destruction according to law. Inmates arriving at intake who are currently on psychoactive drugs shall be continued on the same medications as verified, even if non-formulary, until such time as seen by the psychiatrist and evaluated for a change to a formulary medication. A non-formulary request shall be completed in the event of the intake continuation of a verified community prescription that is not on the current formulary.

rr. Order Procedures: The Medical Provider shall ensure that medications are only administered according to a legitimate order by a practitioner including physician, psychiatrist, mid-level provider or dentist and are received by the inmate within 24 hours of the order initiation.

ss. Discharge Medications: The Medical Provider shall establish a policy and procedure approved by the MCC for the management of medications upon inmate discharge.

tt. Medical Equipment: The MCC shall provide basic examination space, related utilities and local telephone service, and existing medical equipment, if any. The Medical Provider shall secure and provide any additional necessary medical equipment (including, without limitation, x-ray

machines and diagnostic equipment) and office equipment, such as fax machines, computers, printers, copy machines or other office equipment necessary to fulfill its obligations under any contract.

uu. Restriction of Access: Although the Medical Provider has authority for all hiring and termination, the Sheriff may restrict an individual's access to the sites on the basis of security violations validated through investigation. The Sheriff will communicate promptly with the Medical Provider regarding any such situations. All Medical Provider employees, independent contractors and subcontractors shall cooperate with the Sheriff in any investigation involving inmate or staff conduct.

vv. Dress Code: The Medical Provider shall establish and enforce a dress code for all health and mental health staff, uniformed and those in civilian clothing that is consistent with the requirements of the MCC and appropriate to a correctional environment with regard to safety issues as well as appearance.

ww. Emergency Plan: The Medical Provider will provide an Emergency Plan. The emergency plan shall include minor and major equipment involvement, availability and storage of supplies, oxygen, suction, backboards, wheelchairs, etc. Evacuation criteria shall be included as well. The emergency plan shall also include how patients will be categorized and classified, what areas will be used for patient stabilization for transport, emergency call-back numbers for all staff and who is delegated to make these contacts, notice to local ambulance and emergency services, and a back-up plan for the delivery of health services should existing facilities be unavailable or inaccessible shall be included in the plan by the Medical Provider.

The Plan will provide, among other items, the following:

(i) Location and contents of emergency response kits shall be identified, standardized and provided throughout the Facilities;

(ii) Automatic external defibrillators (AED) shall be utilized by health services staff as first responders;

(iii) Ambulance services shall be identified and the process delineated for the use guidelines and contact procedures for ambulance services,

(iv) Physician coverage shall be available through an on-call system using pager, cell phone or other appropriate communication device. A primary care physician shall be on-call around the clock.

xx. Referrals: The Medical Provider shall make referral arrangements with medical specialists, subject to the approval of Detention Facility Administration, for treatment of those committed persons with problems, which may extend beyond the scope of services provided on-site. The Medical Provider shall define what portion of these expenses the Medical Provider will pay, if any.

yy. Staffing Matrix: The Medical Provider and the MCC will concur and agree on a staffing matrix reflecting all employees, certifications their hours and the services they discharge in a form

satisfactory to both. An HSA will be required to be onsite Monday – Friday for a total of 40 hours per week. **Attach a copy of the plan to the proposal.**

The staffing plan and schedule will ensure that the following conditions are met:

1. A physician or nurse practitioner is on-call via telephone 24 hours per day, seven (7) days per week.

2. **A fulltime RN or nurse practitioner for 12-hours a day 7:00 a.m. -7:00 p.m. seven (7) days a week at The Youth Detention Facility & a fulltime RN or nurse practitioner 24 hours a day 7 days a week at the Detention Facility.**

3. A physician or nurse practitioner will make rounds at least two (2) times each week at both facilities if the facilities are being staffed with RN's.

4. Hours worked by health personnel shall be spent onsite at the Facilities.

5. Contractual employees shall be required to comply with sign-in and sign-out procedures, as well as requirements to wear an identification badge at all times while at the facilities.

6. Records of hours worked, and the staff schedule will be available, upon request, to the MCC for review.

zz. Recruitment: The Medical Provider will demonstrate that it has proven recruitment capabilities for necessary medical personnel. The Medical Provider will describe its resources and approach to recruiting for all staff. Attach a copy of the plan. The Medical Provider will demonstrate ability to provide experienced and qualified leadership in key onsite positions by defining required experience, describing performance in similar facilities, and outlining plans to maintain leadership in place continuously. Key positions for this proposal are listed below:

1. Health Systems Administrator (onsite Fulltime)
2. Doctor/Nurse Practitioner
3. Registered Nurse

Attach a copy of the plan to the proposal.

aaa. Hiring and Credentialing: The Medical Provider will employ only licensed and qualified staff with all contracted health care providers meeting licensure or certification requirements in their health care professions. The Medical Provider will:

1. Require candidates to visit the Detention Facilities for an interview or to visit the facilities prior to offering the selected candidate a position.

2. Interview staff candidates with special focus on technical expertise, employment history, and motivation.

3. Complete a credentialing process, consistent with community standards for each licensed health care professional. A copy of the application, credentialing verification documents, complete work history, license, and degree will be maintained on file. The MCC will have access to this information upon request.

4. Ensure that medical personnel will comply with current and future county, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and the policies and procedures of the Detention Facilities.

5. Ensure that health care personnel are trained and certified in Basic Life Support-Cardiopulmonary Resuscitation (BLS-CPR) with re-certification provided as required by the regulatory body.

bbb. Coordination of Offsite Invoice Payments with Third Party Bill Payor: Medical Provider will be expected to work with a third party bill payor to ensure the legitimacy of all bills received for offsite inmate care. This will include reviewing monthly spreadsheet of all invoices received, checking for proof the inmate was sent out, and making sure the inmate was incarcerated during the listed dates of service of offsite treatment.

EXCLUSIONS:

This RFP does not include services as identified immediately below; thus, the Medical Provider is not obligated to provide these services to the inmate population of the Facilities.

a. Treatment or surgery for gender identity disorder or sex change.
b. Surgery for purely cosmetic or aesthetic purposes (this is not intended to exclude necessary reconstructive surgery)
c. Elective surgical sterilization.
d. Care, treatment or surgery determined to be experimental in accordance with accepted medical standards and managed care guidelines.
e. Neonatal or newborn care (this is not intended to exclude prenatal and obstetric care)

PROPOSAL MUST CONTAIN THE FOLLOWING REQUESTED INFORMATION

A. Introduction: Provide a brief letter of introduction on the firm's letterhead identifying the proposal contents.

B. Experience: Provide a profile of experiences, including a resume demonstrating that the Medical Provider has performed work on similar projects in accordance with the facts and information contained herein and responded to as well as the scope of services sought; provide length of time in the health care business associated with the same or similar business relationships indicated by this RFP and a description of the organizational structure of the firm, a

description of the organizational structure for the management and operation of the services requested to be provided.

C. Firm Capability: Resume(s) of management and rank and file staff that will be assigned to perform the scope of services described hereunder and the key function(s) they will perform; (Failure to include this information may be deemed as nonresponsive).

D. Project Approach: Responder's proposal must describe in detail how they will fulfill the requirements as described in the "scope of services" in this RFP as well as ancillary services and commitments directed toward the Sheriff to assist in enhancing the scope of services sought.

E. References: Provide contact information for five (5) references for the most recent projects the same or similar to that being sought in this RFP your company has been awarded similar to the scope of services to be provided in administering correctional health care services at local detention facilities with populations exceeding 600 inmates.

F. Professionals: Offeror must provide services utilizing healthcare professionals licensed to practice medicine in the State of Alabama.

G. Financial Ability: Offeror must provide evidence of the sufficiency of the financial resources and its ability to perform all anticipated obligations of any and all contracts and commitments entered into pursuant to this RFP.

H. On-Site and Off-Site Services: Briefly, but in detail, state how on-site and off-site health care services will be provided.

I. Staffing: Provide a full and complete staffing and organizational chart and explain how medical care for inmates at the Facilities will be delivered.

J. Cost Containment: Specify a detailed plan for the implementation and operation of a cost containment program. Address the mechanism by which cost savings will be achieved and reflected to the MCC, and evidence of the success of such a program at other venues serviced by the responder.

K. Inmate complaints: Specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system you propose to implement, carry on and offer the policies and procedures to be followed if awarded the contract pursuant to the RFP.

L. Communicable Disease and Infection Control Plan: Describe the method you intend to use to implement and maintain an infection control team to include clinical, security and administrative representatives.

M. Consultation: Indicate the Responder's capability for strategic operational planning and medical and administrative consultation. How will this information be distributed to the MCC?

N. Emergency Plan: Describe a current and up-to-date emergency plan.

O. Quality Improvement Program: Describe a comprehensive quality improvement program on-site to evaluate and review the quality, timeliness and appropriateness of the care provided to the inmate population with a committee meeting including the Detention Facility & Youth Detention Facility not less than monthly.

P. Pharmacy Services: Proposed plan for providing pharmaceuticals and medical supplies (such as disposable needles, bandages and etc.) to the Facilities in the most cost-effective and reliable manner available.

Specialized Experience:

1. What other resources does your firm have that might benefit the Detention Facility & the Youth Detention Facility?
2. Describe any other services that uniquely distinguish the capabilities of your firm.

Required Forms (proposal form responsive to the RFP format in readable form, price sheet provided by topics related to RFP in readable form and signature page).

Completed Signature Page must be signed by an authorized representative of the Proposer's or their firm.

CONTRACT HISTORY

List all contracts lost, or not renewed (list contact person and telephone number), for a five-year period. Provide a narrative describing why any contracts were not renewed. Specifically identify any contracts terminated before its termination date or prematurely cancelled by either the Responder or the other contracting party during the last five (5) years.

LITIGATION HISTORY

Provide a list of all litigation the Responder has been or is currently involved with claims over $25,000 during the last five years. Include a narrative describing all cases that were settled and amounts of settlement.

LICENSES/CERTIFICATES

The contract awarded pursuant to this RFP shall require documentation that Medical Provider is in compliance with all state, federal and local laws to be able to discharge their contractual responsibilities contemplated to be entered into.

If the Medical Provider is required by any regulatory agency to maintain professional license or certification to provide any services contemplated by this RFP, the MCC reserves the right to require Medical Provider to provide documentation of its current license and/or certification before considering its response to the RFP. Responder's response shall state whether Medical Provider is required to maintain a professional license or certification.

Attachment A: Cover Sheet
RFP for Detainee Medical Services Program

Proposal Price for One (1) Year: _____

Company Name: _____

Name of Company Representative: _____

Position: _____

Address: _____

_____

_____

Email Address: _____

Company Web Page: _____

Phone: _____

Fax: _____

Date: _____

Signature: _____

Submit both Attachment A and Attachment B with the RFP

ATTACHMENT B: Medical Provider Attachment Checklist

- Attach an Executive Summary.
- Attach a copy of Transition Plan if required.
- Attach a copy of the Medical Provider's screening policy and form.
- Attach a copy of the Medical Provider's staffing plan, positions, and shift assignments.
- Attach a copy of the Medical Provider's description of its resources and approach to recruiting for all staff.
- Attach a copy of how the Medical Provider will demonstrate the ability to provide experienced and qualified leadership in key onsite positions by defining required experience, describing performance in similar facilities, outlining plans to maintain leadership in place continuously: Health Systems Administrator, Doctor/Nurse Practitioner, and Registered Nurses.
- Attach a copy of the Medical Provider's cost containment plan for medicals as well as pharmaceuticals.
- Attach a sample Emergency plan or proposed Emergency plan.
- Attach a copy of the Medical Provider's certificate(s) of insurance evidencing policy's
- Attach a copy Medical Provider's litigation history
- Attach Medical Provider's Contract History

By signing below, the medical contractor acknowledges that the items checked above have been submitted with the RFP.

Name of Company Representative: _____

Position: _____

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Disabled

_____ Hispanic
_____ Other (Please Specify) _____

_____
Official Signature

_____
Printed Name and Title

Date: _____