



Request for Proposals

For

Transylvania County Sheriff's Detention Center

Health Services

Issue Date: October 20, 2022

Due Date: November 16, 2022

REQUEST FOR PROPOSALS (RFP)
FOR DETENTION CENTER HEALTH CARE SERVICES

At the Transylvania County Jail

In Brevard, North Carolina

Transylvania County and the Transylvania County Sheriff request proposals for a comprehensive, health care delivery system at the Transylvania County Detention Center, located at 153 Public Safety Way in Brevard, North Carolina. This facility houses adult male and female detainees, and some sentenced inmates, generally having average sentences of 324 days. The average daily population of the Jail for 2021 was 48 and for the first seven (7) months of 2022 is 61. The average length of stay for pretrial inmates is 22 days or less. There are a total of 114 beds including 22 female and 8 segregation beds. The proposal should be based on an average daily population of 65.

To be considered a valid proposal, each organization submitting a proposal ("Proposer") must submit one (1) hard copy original proposal, one (1) hard copy duplicate proposal, and one (1) thumb/USB drive with a digital copy of the proposal and all associated files to the following address:

Transylvania County Sheriff's Office

Attn: Jeremy Queen, Captain

153 Public Safety Way

Brevard, N.C. 28712

Phone: 828-884-3168 (for delivery)

Proposals must be clearly marked with the proposal title, due date, and time.

Proposals must be received by the Transylvania County Sheriff's Office no later than 5:00 p.m. ET on November 16, 2022. Neither Transylvania County nor the Transylvania County Sheriff's Office will be responsible for the failure of any mail or delivery service to deliver a proposal prior to the stated date and time. Regardless of the manner of submission, any proposal received after the stated date and time will not be considered. Incomplete proposals or proposals inconsistent with the required format may be disqualified from consideration.

It is the intent of Transylvania County to award a health care contract for an initial one (1) year term. The initial term shall be followed by two (2) successive options to renew for one (1) year

each, for a maximum possible contract term of three (3) years, subject to approval by the Transylvania County Board of Commissioners. Each renewal term is to be exercised automatically unless either party gives notice of its intent not to renew prior to the end of the then-current term.

Transylvania County and the Transylvania County Sheriff reserve the right to reject, in whole or in part and without prejudice or explanation, any and all proposals. Transylvania County and the Transylvania County Sheriff further reserve the right to waive informalities or to amend the specifications in this RFP and request new proposals at any time prior to the award of a contract. All decisions of Transylvania County and the Transylvania County Sheriff shall be final and binding.

Neither Transylvania County nor the Transylvania County Sheriff will pay for any information herein requested, nor will Transylvania County be responsible for any costs incurred by the Proposer in submitting a proposal or for any other activities associated with this procurement.

Transylvania County and/or the Transylvania County Sheriff reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation.

All proposals shall become the property of Transylvania County upon submission.

Questions or requests for further information concerning this RFP and/or requests to tour the facility must be sent via email by **5:00 p.m. ET on November 2nd, 2022** to iqueen@tcsonc.org. A copy of all questions, further clarifications, and answers or any changes to the specifications or scope of work will be made in the form of an addendum to this RFP and will be provided to all known proposers. Proposers are expressly prohibited from contacting any Transylvania County or Transylvania County Sheriff official or employee regarding this RFP, except in the manner noted in this section. A violation of this provision is grounds for immediate disqualification of the proposer.

Award of a contract shall be based on the best overall proposal taking into consideration the factors set forth below. Transylvania County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties. All decisions of Transylvania County and the Transylvania County Sheriff shall be final and binding.

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

1. In order to be initially selected, the Proposer(s) must meet the "Minimum Qualifications of the Proposers" as included in this RFP, and their proposal must satisfy both the "Mandatory Requirements For All Proposals" and the "Objectives of the RFP", also contained in this RFP.
2. After the conditions outlined in #1 are met, Proposer(s) will be ranked based on the quality of the response to this RFP, as defined by factors including, but not limited to: personnel and associated experience and/or training policies; scheduling procedures and

staffing examples of aforementioned personnel; experience in jails of like size and complexity; responsiveness; price; demonstration of the Proposer's ability to successfully complete all the requirements of this RFP, including the Scope of Contract set forth below; and references.

3. One or more of the Proposers may be invited to make oral presentations or answer questions to a selection committee, comprised of members of the Sheriff's Office and Detention Center Command Staff.

If a final award is made, such award will be made to the Proposer who meets the above stated selection sequences and is judged best able to provide a health care delivery system at the Detention center. The County reserves the right to award the bid to the Proposer who best fits the needs of the County. The County reserves the right to reject any and all bids. The County reserves the right to waive any informalities or clerical errors. Any and all exceptions taken by the Proposer must be listed and prominently displayed in proposal materials. Proposals that do not meet the mandatory requirements will be considered non-compliant and rejected. After the evaluation of the proposals and the selection of the successful contractor, all Proposers will be notified in writing of the selected firm.

Facility Information

The Transylvania Sheriff's Detention Center, located at the Transylvania County Public Safety Facility 153 Public Safety Way, Brevard, N.C. houses both male and female adult detainees, inmates sentenced to the detention center by the courts, inmates from other counties on a contractual basis, North Carolina State Misdemeanant sentenced inmates and federal pre-trial detainees. The detention center has three housing units with a total bed capacity of 114. The average daily population of the detention center for 2021 was 48. The average daily population as of September 14, 2022 is 65.

Minimum Qualifications for Providers

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

1. The Proposer must have at least five (5) continuous years of experience in administering correctional health care programs.
2. The Contract between the contract and the Proposer shall have the following language regarding insurance coverage:

INSURANCE COVERAGE - COMPANY. Company shall purchase and maintain during the life of this Agreement, with an A rated company as rated by A.M. Best and licensed to do business in the State of North Carolina, the following insurance covering its own acts and omissions and the acts and omissions of Hospitalist Providers:

- a. **COMMERCIAL GENERAL LIABILITY** - Bodily injury and property damage liability shall protect the Company, its employees, agents, contractors and any other person or entity performing work or providing services under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such

operations are performed by Company, its employees, agents, contractors, or any other person performing work or providing services under this Agreement. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$3,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability, and contractual liability in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage and shall be an occurrence-based policy.

- b. PROFESSIONAL LIABILITY INSURANCE - Company will maintain professional liability insurance covering Company, its employees, agents, contractors and any other person or entity performing providing healthcare services under this Agreement with policy limits not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, with coverage extending to all professional services of Company, its employees, agents, contractors and any other person or entity performing providing healthcare services performed at Detention Center at any time this Agreement is in effect. If coverage is provided on a "claims made" basis at any time this Agreement is in effect, Company shall purchase such tail coverage as may be necessary to ensure that coverage in the amounts listed above is provided for all professional services of Company or employees performed at Detention Center at any time this Agreement is in effect.

- c. WORKERS COMPENSATION INSURANCE Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$500,000 per accident limit, \$1,000,000 disease per policy limit, \$500,000 disease each employee limit.

Mandatory Requirements for all Proposers

Proposals need not be in any particular form. All proposals, however, must contain the following special information:

1. All proposals must contain sufficient information concerning the Inmate Health Care Program so the County representatives may evaluate whether or not the Proposer meets "Minimum Qualifications for All Proposers" and the "Specifications".
2. All proposals must list by name, location, and administrator name (with phone number) for at least three locations where Proposer is providing medical care and the length of time each contract has been in effect. This list will be used as a source of references for the Proposer.
3. Provide an example of policies and procedures for the medical program that will be developed by the Proposer and will be based on the standards developed by the National Commission on Correctional Health Care (NCCHC).

4. All proposals must contain a full and complete staffing plan with a statement as to the staff positions and titles, and the number of actual hours per week to be worked on-site at the detention center. Also, the proposal must state clearly how any temporary vacancy will be handled.
5. The proposal must explain in detail how medical care for inmates at the Detention center will be delivered and provide alternate plans and costs for the following arrangements:
 - a. Onsite - 8 hours a day (Sunday – Saturday) with other hours covered remotely or on an on-call basis.
 - b. Onsite – 10 hours a day (Sunday – Saturday) with other hours covered remotely or on an on-call basis.
6. All proposals must contain a specific annualized price for a base population of up to 114 inmates for all medical care rendered under the resulting contract, considering the requirements of #8 below. Pricing should be for two options as presented above in #5. Provider may state one annualized price for the first year of the contract (and monthly price) and another annualized price (or price escalation factor) for subsequent year(s). Any other exceptions to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level.
7. Billing will be monthly with payment made within 30 days of valid invoice submission.
8. Items listed below are considered part of the proposed annualized price. The list may not be all inclusive.
 - a. Nurse wages and benefits
 - b. Physician medical director on-site
 - c. Any other on-site program provider (Dentist, etc.)
 - d. Policies and Procedures development
 - e. Minor equipment (below \$500 per single item or unit)
 - f. Repairs on existing equipment
 - g. Travel expenses
 - h. Publications and subscriptions
 - i. Any necessary licenses/permits
 - j. All required insurance as specified in this RFP
 - k. Administrative services
 - l. Training for officers in the detention center on various topics to include a minimum of 1 training per quarter
 - m. All other specific on-site medical services
9. Proposer must be willing to sign a contract within 14 days of contract award date and be ready to begin services by November 12th, 2022.

Scope of Contract

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

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

SPECIFICATIONS

Provider will operate under the following specifications with regard to the resulting contracted program, unless other terms are agreed to by each of the parties.

1. Health care services must be provided in substantial compliance with the Standards for Health Services in Jails, 2018 Edition, published by the National Commission on Correctional Health Care (NCCHC).
2. Health care services must be provided in compliance with North Carolina Jail Standards Section .1000, Health Care of Inmates.
3. The provider must explain in detail how medical care for inmates at the Transylvania County Detention Center will be delivered and **provide alternate plans and costs for the following arrangements:**
 - a. Onsite – 8 hours a day (Sunday – Saturday) with other hours covered remotely or on an on-call basis.
 - b. Onsite – 10 hours a day (Sunday – Saturday) with other hours covered remotely or on an on-call basis.
4. Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract. All medical staff providing services under this contract must be licensed to practice in the State of North Carolina. All employees hired must be approved by the Transylvania County Sheriff, Chief Deputy or Jail Administrator.
5. Provider shall review the Initial Observations, Initial Medical Observations, Medical and Mental Health Questionnaires that are completed by officers in the Jail Management System on all new commitments within twenty-four (24) hours of arrival in the jail. Such review shall be conducted by a licensed medical professional. This review will be documented in the inmate's electronic medical record.
6. Provider shall perform a comprehensive Health Assessment on any inmate within 24 hours (or such other stricter time limit as required by statute or controlling authority) of the arrival of the inmate at the Detention center. Such assessment shall be performed by a qualified medical professional. The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, will include at a minimum:

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

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

7. Routine diagnosis and treatment of minor health problems will be handled through a sick call system. Sick call shall be conducted daily by medical personnel. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement, including the segregation unit. Healthcare staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided.
8. Routine diagnosis and treatment of minor health problems will be handled through a sick call system. Sick call shall be conducted daily by medical personnel. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement, including the segregation unit. Healthcare staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided.
9. To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. The provider shall provide on-site specialty clinics (radiology, laboratory services, etc.) when feasible to reduce the number of off-site referrals. In the event an inmate requires the services of medical specialist, the provider shall make referral arrangements and coordinate with detention center staff for the transportation to specialists visits off-site.
10. The provider shall make provisions for 24-hour emergency medical care to inmates. This includes on-call availability by the Medical Director and Nursing staff, as well as the coordination of appropriate transportation with detention center staff.
11. Provider shall identify the need, schedule, and coordinate any hospital care of any inmate of the Jail, and pay for such care unless limited as to payment responsibility. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.
12. Routine laboratory and X-ray procedures should be performed on-site at the facility when possible. Procedures beyond the capabilities of the on-site equipment will be referred to outside

providers. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.

13. Dental Care – The program to provide dental services to inmates will include a basic dental screening. In the event an inmate requires the services of a dental specialist, the provider shall make referral arrangements and coordinate with detention center staff for the transportation to the specialist visits off-site.
14. Provider shall thoroughly examine all billing for offsite services and resolve all charges that are in error or inconsistent with negotiated fee schedules.
15. Provider shall identify the need, schedule, and coordinate mental health services rendered to inmates inside the Jail, and pay for such care unless limited as to payment responsibility. The cost of court-ordered evaluations and any inpatient hospital commitments at a state facility will not be a part of the provider responsibility.
16. Provider shall provide a total pharmaceutical system for the Jail beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The Provider shall be responsible for the costs of all drugs administered, unless limited as to payment responsibility. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Jail.
17. Provider shall provide and pay for all equipment and supplies (or specify otherwise) that are used in the health care delivery system being proposed for the Jail.
18. Provider shall maintain complete and accurate medical and dental records separate from the Jail confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Provider shall provide the Transylvania County Sheriff and/or the Transylvania County Official with access to such records and, upon request, provide copies.
19. For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.
20. Provider shall provide a consultation service to the Transylvania County Sheriff, Chief Deputy, and/or Transylvania County Official on any and all aspects of the health care delivery system at the Jail, including evaluations and recommendations concerning new programs, and on any other matter relating to this contract upon which Transylvania County and/or the Transylvania County Sheriff seeks the advice and counsel of the Provider.

21. The provider shall institute a Medical Quality Assurance/Improvement Program, which may include but may not be limited to audit and medical chart review procedures. When deficiencies are noted, a plan of corrective action (improvement) shall be put into place.
22. Narrative reports shall be submitted each month with data reflecting the previous month's activity by facility to include:
 - a. Inmate's requests for various services
 - b. Inmates seen at sick call
 - c. Inmates seen by physician
 - d. Inmates seen by any specialist
 - e. Infirmary admission, patient days, average length of stay
 - f. Off-site hospital admissions to include ER and general physician referrals
 - g. Medical specialty consultation referrals
 - h. Intake medical screening
 - i. Mental Health admissions
 - j. Psychiatric evaluations
 - k. Substance Use Disorder Admissions
 - l. Diagnostic studies
 - m. Pharmacy report of inmate population dispensed medication
 - n. Inmates testing positive for venereal disease
 - o. Inmates testing positive for AIDS or AIDS Antibodies
 - p. Inmates testing positive for TB
 - q. Inmate Mortality
 - r. Monthly off-site visits
23. Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract. In order to maintain continuity in the proposal process and to ensure comparable staffing arrangements, the below staffing plan has been made. The Transylvania Sheriff or his designee reserves the right to negotiate alterations to the suggested staffing plan after a supplier/vendor has been selected.
24. The provider shall engage only licensed and qualified personnel to provide professional coverage. Personnel must meet all licensing requirements of the State of North Carolina. All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, and administrative directives.