

REQUEST FOR PROPOSALS

RFP # 00001-04-2021

TO PROVIDE

COMPREHENSIVE INMATE MEDICAL, DENTAL AND MENTAL HEALTH SERVICES

TO

WESTERN TIDEWATER REGIONAL JAIL AUTHORITY

Issue Date: April 5, 2021

Pre-proposal Conference: Thursday, April 15, 2021
(Required) 10:00 a.m. local time at:

Western Tidewater Regional Jail
2402 Godwin Blvd.
Suffolk, VA 23434

Attendance at the Pre-Proposal Conference is mandatory. This is the Offeror's opportunity to ask questions and to tour the facility. Please call in advance if you plan to attend the conference to (757) 539-3119 ext. 527, and provide the names of the attendees. All prospective Offerors are required to attend the Pre-Proposal Conference as a precondition to their Proposal.

Response Deadline: Friday, May 7, 2021
3:00 P.M. local time

Response Address: Western Tidewater Regional Jail
2402 Godwin Blvd
Suffolk, VA 23434
Attention: Marissa Dickens

Questions: Questions concerning this Request For Proposal should be sent in writing to Marissa Dickens, the Executive Assistant to the Superintendent, by email at dickensm@wtrj.org, or by fax at (757) 539-6409, no later than five (5) working days prior to the date of the Pre-proposal Conference. Follow-up questions occurring after the pre-proposal conference must be received no later than ten (10) working days prior to the closing date of the RFP. Any written correspondence, other than the RFP response, should be sent to the Western Tidewater Regional Jail at 2402 Godwin Blvd., Suffolk, VA 23434 to the attention of Marissa Dickens.

Inquiries: All general inquiries may be made to Marissa Dickens, Executive Assistant to Superintendent, by phone at (757) 539-3119 ext. 527. If you are unable to reach Mrs. Dickens, please leave a message and she will return your call.

If you receive a copy of this Request for Proposal from a source other than the Issuing office, Demandstar by Onvia, or eVA, contact the Issuing office and provide your name, address, telephone number, email and the Proposal Number. You will be added as a Vendor of record and will receive any addenda to this Proposal. It is the responsibility of each offeror to check the eVA or Demandstar websites for any addenda that may be posted against this solicitation.

**REQUEST FOR PROPOSALS
TO PROVIDE A COMPREHENSIVE MEDICAL, DENTAL and MENTAL HEALTH SERVICES PROGRAM
FOR INMATES OF THE WESTERN TIDEWATER REGIONAL JAIL**

Issue Date: April 5, 2021

Issuer: Western Tidewater Regional Jail Authority

Background:

The Western Tidewater Regional Jail Authority also referred to as “Western Tidewater Regional Jail” is located in Suffolk, Virginia. It is a regional facility, which began operations in March 1992. The facility is contracted to house inmates from its member cities and county. The average daily census of inmates for FY20 was 743. The current average daily population approximates 758. Approximately 175 employees staff the facility including the medical staff. The Western Tidewater Regional Jail contains approximately 130,000 square feet and was constructed in 1992. The Jail is a single story, low-rise podular design with both perimeter cells and dormitory layouts. The Western Tidewater Regional Jail Authority was formed in 1989 by the cities of Franklin, Suffolk and the County of Isle of Wight, Virginia. The inmates consist of male and female adults, a small number of certified juveniles and in certain occasions juveniles with the following statuses: pre-trial, post-trial, convicted and waiting transfer to state institutions. The facility receives arrestees directly from each of its member jurisdictions as well as some transfers from other facilities. The facility has a stated operational capacity of 900 inmates. The Regional Jail has a contract with the United States Marshals Service and the Bureau of Prisons to house USMS and BOP detainees/inmates on a space available basis. The Regional Jail reserves the right to admit federal inmates and inmates from any other jurisdictions. The successful proposer shall be responsible for the health care of all inmates at, or in the custody of, the Regional Jail.

Purpose:

The Western Tidewater Regional Jail Authority (Regional Jail) requests proposals from qualified vendors to provide a comprehensive program of inmate health care to include:

- (1) An on-site medical services program to meet the medical needs of inmates (e.g., initial physical assessments, ongoing evaluation and treatment of medical conditions, stabilization of urgent and emergency medical/psychiatric conditions and medication management);
- (2) An on-site dental services program to meet the needs of inmates (e.g., initial assessment, extractions, examinations and emergency treatment);
- (3) An on-site mental health care delivery program to meet the needs of the inmates; and
- (4) An off-site preferred provider network of hospitals, physicians, and other ancillary medical providers to provide medically necessary services to inmates which cannot be provided on-site at the Regional Jail.

The primary objective of this contract is to provide medically necessary services that are cost effective and maintain a level of quality in accordance with standards established by the Commonwealth of Virginia Board of Corrections (BOC), the National Commission on Correctional Health Care (“NCCHC”); and the American Correctional Association (“ACA”).

The mechanism for accomplishing this objective is referred to as the Medical Services Contractor (“MSC”). The contract shall apply to any inmates that are housed in or in the custody of the Regional Jail. This contract is to provide for medically necessary services that are cost effective. Offerors are allowed to submit variations from the specific requirements of this RFP. Particularly in areas related to reduction in cost, off-site services and staffing levels. Any variations must maintain the required level and quality of services in accordance with the standards cited above. **Any exceptions or variations from the specific requirements of the RFP shall be clearly identified and listed in the Exceptions & Variation section of the “Proposal Pricing Form”, Attachment 10. Offerors must clearly identify whether it is an exception to the specifications or a variation.**

Definitions:

The following definitions apply to this Request for Proposal.

"ACA" - The American Correctional Association.

"Board Eligible" – A physician who has met the board eligibility criteria of the American Specialty Board in one or more of the following: internal medicine, family practice, emergency medicine, surgery, preventive medicine, psychiatry and infectious disease and who is certified to sit for the specialty board examination by the appropriate medical specialty board.

"Board Certified" - A physician who has met the board eligibility criteria of the American Specialty Board in one or more of the following: internal medicine, family practice, emergency medicine, surgery, preventive medicine, psychiatry and infectious disease and who has successfully completed the specialty board examination by the appropriate medical specialty board.

"Community Standard" - It is intended that "community standard" for medical, dental and mental health services describe the scope and quality of those services, including diagnostic testing, preventive services and after care considered appropriate, in terms of type, amount, frequency, level, setting and duration appropriate to the patient's diagnosis or condition. The care must be consistent with generally accepted practice parameters in the Commonwealth of Virginia as recognized by health care providers in the same or similar general specialty as typically treated or to manage the diagnosis or condition, help restore or maintain the patient's health, prevent the deterioration or palliate the patient's condition, prevent the reasonably likely onset of a health problem, or detect an incipient problem.

"Contractor" - The vendor that contracts to provide medical, mental health, dental services to the Western Tidewater Regional Jail.

"DOC" – Virginia Department of Corrections

"Equipment" - Non-consumable material that has either (i) a fair market value of five hundred dollars (\$500.00) or greater, or (ii) a useful life of one (1) year or more. See **Attachment 1** for a list of current Equipment.

"Facility" - The Western Tidewater Regional Jail.

"Fiscal Year" - The Western Tidewater Regional Jail Fiscal Year, i.e., July 1 through June 30."

"Full Time Equivalent" – (FTE) Work equivalent to the work performed by one person in forty (40) hours per week.

"Health Services Administrator" - A senior employee of the Contractor responsible for the administration of Services at the Facility.

"Inmate" - Any person, male or female, adult or minor, residing in the Regional Jail or admitted or committed to the care and custody of the Regional Jail for any purpose. Inmates consist of male and female adults and a small number of certified juveniles and in some instances non-certified juveniles with the following statuses: pre-trial, post-trial, and convicted and waiting transfer to state institutions. This term shall include any inmate, any person serving a state, county or federal sentence, and any person admitted to the Facility awaiting trial in any jurisdiction.

"MAC Meeting" - Medical Advisory Committee meetings

"Medical Director" - A physician appointed by the Contractor to oversee medical services at the Facility.

"Medical Program" - A comprehensive program of medical, dental, and mental health services for inmates.

"Medical Records" - All records, including paper and electronic records made and maintained during the course of medical, dental and mental health evaluation and treatment of Inmates including but not limited to medical records,

dental records, mental health records, forensic evaluations, orders, progress notes, consultation and laboratory requests and reports, and therapy notes.

"Minimum Staffing Requirements " - The staffing tables setting out the Personnel positions, with position titles, position numbers, and Full Time Equivalent ("FTE") hours for each position, to be provided by the Contractor. See **Attachment 4** for Sample Minimum Staffing.

"MSC" – Medical Services Contractor.

"NCCHC" - The National Commission on Correctional Health Care.

"Nursing Director" - A senior nurse appointed by the Contractor as the Director of Nursing to oversee nursing services at the Facility.

"Off-Facility Referral" - The referral and transportation of an inmate from the Facility in order for the inmate to receive Services at another location, provided; however, that an "Off-Facility Transfer" shall not be deemed to have occurred upon the transfer of an Inmate from one Facility to another Facility, or from one non-Facility inpatient hospital setting to another non-Facility inpatient or outpatient hospital setting.

"Personnel" - Employees of the Contractor or any subcontractor or independent contractor of the Contractor. Employees of the Contractor or any subcontractor shall not be deemed Regional Jail employees.

"Psychotropic Medication" - Medication used for mental health treatment, including but not limited to antipsychotic medication, antidepressant medication, mood stabilization medication, and anxiolytic medication.

"Regional Jail" – Western Tidewater Regional Jail.

"RFP" - The Request for Proposal issued by the Western Tidewater Regional Jail to solicit proposals to provide a comprehensive program of medical, and dental for Inmates at the Facility.

"Services" - Health services provided by the Contractor to Inmates pursuant to this Contract.

"Space" - Space at the Facility designated by the Superintendent for use by the Contractor in rendering Services.

"Staffing Shortfall" - A vacancy of any Personnel position, other than Category I positions, at the Facility for a period of more than thirty (30) days.

"STAT" - immediately without delay

"Superintendent" – Chief Officer at the Western Tidewater Regional Jail.

"Superintendent's Designee" – Person designed by the Superintendent as the POC between the Western Tidewater Regional Jail and the Health Services Administrator.

Scope of Services:

1. General Information

The health care services, for the most part, are handled in the Medical Department which is centrally located within the facility. The exception would be pill pass which is done at the pod level. There are six (6) housing units each which are broken down into four (4) or eight (8) smaller units. The Medical Department is located next to the Intake area and Medical Intake Screenings are done either in the Intake area or the Medical Department. Dental and Mental health services are handled in a separate office set up for that purpose.

The **Medical Clinic** at the Regional Jail contains the following areas to support the delivery of health care services:

- (1) Inmate Waiting Area
- (2) Examination/Treatment Rooms
- (3) Health Services Administrator Office
- (4) Secure Pharmacy Room
- (5) Equipment Storage Room
- (6) Nurses Station
- (7) Storage
- (8) Staff restroom

Any changes in the use of these facilities must be pre-approved by the Superintendent or designee.

The **Medical Clinic** contains standard medical equipment (See Attachment 1). **Any additional equipment shall be provided by the MSC.** The Regional Jail shall not be a party in the purchase or leasing of additional medical equipment, supplies or services for the medical services program. **The MSC must use its own name in the purchase and/or lease of any additional medical equipment not listed in Attachment 1.**

The **Medical Clinic** is normally operated 24 hours per day 7 days per week. It is used at any time when necessary for providing medical treatment which cannot be adequately provided to inmates in the housing pods. Inmates shall not be housed in the Medical Clinic beyond medical stabilization.

The **Dental Treatment Area** contains standard dental equipment (See Attachment 1).

There is a small separate ten (10) bed (5 cells) housing area that can be used to house inmates with special medical needs. This area has its own dayroom area. This area can be used to isolate inmates; however, these cells are **not** "negative pressure" isolation cells. Nothing contained in this RFP shall be construed in any way to limit the Regional Jail in its housing assignment decisions or in the number of inmates housed or in its use of any of its facilities. The MSC is responsible for providing health care to all inmates regardless of housing assignment.

See Attachment 2 for Office Furniture and Equipment provided for the Medical Clinic and Medical Administration Areas. **Any additional equipment shall be provided by the MSC.** The Regional Jail shall not be a party in the purchase or leasing of additional medical equipment, supplies or services for the medical services program. **The MSC must use its own name in the purchase and/or lease of any additional medical equipment not listed in Attachment 2.**

2. Utilization Management and Cost Containment

The MSC must establish a utilization management program for the review and analysis of on-site medical services and off-site referrals to preferred providers including sub-specialty and inpatient stays. The program must include non-urgent hospitalization pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning and prior authorization of targeted procedures. The utilization management program must demonstrate that the use of off-site services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

3. On-Site Medical Services

The MSC is to provide an on-site medical services program that focuses on cost containment without compromising the quality of services deemed medically necessary.

A. Treatment Protocols

Included in this program should be techniques and treatment protocols for managing the following list of most prevalent medical conditions or diagnoses:

- (1) Minor lacerations, bruises (suturing, administration of Tetanus Toxic, etc.);
- (2) Respiratory and chest pain;
- (3) Alteration of consciousness;
- (4) Trauma injuries;
- (5) Asthma;
- (6) Abdominal pain/disorders;
- (7) Cellulitis (infection of the skin);
- (8) Joint pains;
- (9) Diabetes and complications;
- (10) Myocardial infarctions (heart attacks);
- (11) Varicose ulcers (lesions on the lower extremities secondary to complications of diabetes and other circulatory problems);
- (12) Menstrual disorders;
- (13) Aids and related illnesses;
- (14) Venous insufficiency (blood vessel disorder);
- (15) Hypertension;
- (16) Drug psychoses;
- (17) Tuberculosis;
- (18) Pandemic Flu;
- (19) MRSA;
- (20) Epilepsy;
- (21) Cirrhosis and liver disease

Additionally, the MSC must have the minimum equipment, supplies and treatment protocols in place to provide the following basic clinical assessment studies:

- (1) Urine testing;
- (2) Blood sugars;
- (3) Electrocardiograms (EKG's);
- (4) Cardiopulmonary resuscitation (CPR);
- (5) Tuberculin PPD testing;
- (6) Pregnancy testing;
- (7) Gram stains;
- (8) Hemocult testing and Hematocrit tests;
- (9) AED (automatic external defibrillator)

B. Intake Screening

An intake screening examination must be performed by a Licensed Registered Nurse (RN), Licensed Practical Nurse (LPN), Physician Assistant (PA) or Nurse Practitioner (NP) on all incoming inmates within two (2) hours of initial processing into the Regional Jail. This screening exam must identify those with mental disorders; inmates in need of segregation or close supervision, as well as those with suicidal tendencies.

The screening examination should include, at a minimum, documentation of the following:

- Inquiry into current illnesses, health problems, and conditions, including:
 - Any past history of tuberculosis or other infectious or communicable illness, or symptoms – e.g., chronic cough, hemoptysis (spitting up blood), lethargy, weakness, weight loss, loss of appetite, fever, night sweats – suggestive of such illness.
 - Mental health problems including suicidal ideation;

- Dental problems;
 - Allergies;
 - Medications taken and special health (including dietary) requirements;
 - For women, date of last menstrual period, current gynecological problems, and pregnancy;
 - Use of alcohol and other drugs, including types, methods (including needle sharing), date or time of last use, and problems that may have occurred after ceasing use (e.g., convulsions);
 - Other health problems designated by the responsible physician.
- Observation and documentation of the following:
 - Behavior, which includes state of consciousness, mental status (including suicidal ideation), appearance, conduct, tremors, and sweating;
 - Body deformities and ease of movement;
 - Identification of disabilities, if applicable: inmate is blind, deaf, or has a physical impairment (paraplegic, loss of movement of a limb, etc.) and what special equipment is needed.
 - Persistent cough or lethargy;
 - Condition of skin, including scars, tattoos, bruises, lesions, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
 - A PPD test is to be implanted on the inmate if the inmate has not had a PPD test performed at the transferring jail within the last ten (10) months of continuous incarceration. Unless this information is documented on the inmate medical transfer form and/or supporting medical records received from the referring facility, a PPD is required.
 - **EXAMPLE:** An inmate is transferred to the Regional Jail on 6/15/12. His medical records indicate written documentation that he has been incarcerated at the transferring jail continuously since 2/22/12 and that he had a PPD conducted on 2/22/12. The records indicate the test was negative on 2/25/12. This inmate will not need a repeat PPD screening test performed at the Regional Jail until 2/22/13 for annual re-testing.
 - A VDRL/RPR blood test is to be drawn on the inmate if the inmate has not had a VDRL/RPR test performed at the transferring jail within the last ten (10) months of continuous incarceration. Unless this information is documented on the inmate medical transfer form and/or supporting medical records received from the referring facility, a VDRL/RPR is required.
 - When clinically indicated, there is an immediate referral to an appropriate health care service.
 - Notation of the disposition of the patient, such as immediate referral to an appropriate health care service, placement in the general inmate population and later referral to an appropriate health service, placement in the general inmate population or placement in medical segregation until PPD is read. Special needs must be identified for any inmate disabilities prior to placement in the housing units.
 - Documentation of the date and time when referral/placement actually takes place.

The MSC shall work in conjunction with the Regional Jail's classification staff to provide for appropriate inmate placement, such as the following:

- (1) Placement in the general inmate population;
- (2) Placement in medical housing;
- (3) Placement in Isolation; or
- (4) Referral to an appropriate off-site preferred provider/facility for emergency treatment.

The MSC is responsible to notify Regional Jail Security Staff immediately whenever an inmate refuses any aspect of the initial intake medical screening or testing which needs to be conducted. Regional Jail Classification Staff will be responsible to determine housing placement of such inmates. Typically, the inmate will be segregated from the general population in these instances.

C. Initial Health Assessment

The MSC must establish policies and procedures for conducting initial inmate assessments, which shall be subject to review and approved by the Superintendent.

An initial health assessment must be completed by a licensed physician (MD), PA, NP, RN, or LPN for each inmate within fourteen (14) days upon arrival at the jail.

The initial health assessment must include, at a minimum, the following:

- (1) Review of the intake screening results and the collection of additional data to complete the medical, dental, and mental health histories;
- (2) Laboratory and/or diagnostic tests to detect communicable diseases, including sexually transmitted diseases and tuberculosis, and other tests as determined by the responsible physician upon consultation with and approval by the local public health authority;
- (3) Recording of height, weight, pulse, blood pressure, and temperature;
- (4) A physical examination including comments about mental status with appropriate referral as clinically indicated;
- (5) Other tests and examinations as appropriate;
- (6) A review of the findings of the health assessment and tests, and identification of problems by a physician;
- (7) Initiation of therapy and immunizations when appropriate;
- (8) Oral (dental) screening, including instruction in oral hygiene and oral health education; and
- (9) A structured interview by a mental health worker in which inquiries are made in the following items:
 - History of hospitalization and outpatient treatment;
 - Current psychotropic medication;
 - Suicidal ideation and history of suicidal behavior;
 - Drug usage;
 - History of sex offenses;
 - History of expressively violent behavior;
 - History of victimization due to criminal violence;
 - Special education placement and history of cerebral trauma or seizures; and
 - Emotional response to incarceration.

D. Periodic Health Appraisals

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

E. Non-Emergency Medical Treatment of Inmates

The MSC must establish policies and procedures for handling and responding to each inmate request for non-emergency medical treatment (aka Sick Call). All MSC policies and procedures shall be subject to review and approval by the Superintendent.

Medical sick call requests initiated by inmates orally or in writing must be processed daily upon receipt. Inmates currently submit requests for medical treatment by filling out an electronic sick call request form. In some limited situations a paper sick call request may be presented to medical staff during one of the medication passes.

All sick call requests must be reviewed and screened by a nurse and appropriate actions taken to provide necessary medical treatment to inmates within eight (8) hours from the time of receipt of the inmate's request.

If services cannot be performed by a nurse, the nurse is to schedule the inmate to be seen by a physician, physician assistant and/or nurse practitioner for medically necessary evaluation and treatment. The inmate must be seen by the physician, physician assistant and/or nurse practitioner within 24 hours from the time of the receipt of the inmate's request.

The on-site primary care physician and/or medical director will determine the triage mechanism to be used for each inmate's chief complaint or symptoms.

The MSC must respond immediately to any area of the jail for all requests initiated by a Regional Jail supervisor for medical evaluation and treatment of an inmate.

The MSC must establish a system that tracks the non-emergency medical requests from initial receipt to final disposition, including date of initial complaint and name and title of health care provider who provided treatment.

The MSC must generate and provide the Regional Jail administration no later than Monday of each week a weekly report on all non-emergency medical requests received from Monday through Sunday of the previous week.

F. Emergency Medical Treatment of Inmates

The MSC must establish policies and procedures for responding to requests by Regional Jail Staff to provide emergency medical treatment to inmates in an efficient and timely manner at all times.

In the event of an emergency, first aid and cardiopulmonary resuscitation services will be provided on-site as indicated. Medical services staff will be expected to provide on-site emergency intervention for staff, inmates and visitors when necessary.

The MSC shall provide and have on-site one or more Automatic External Defibrillators (AED) and all health care personnel shall be certified as part of their annual CPR training. The medical director will determine the placement and training for the AED. All health care staff will be AED trained as part of their CPR training.

The MSC must utilize the Preferred Provider network as outlined in **Section 4, Page 19** for all off-site emergency services.

All emergencies requiring a “911 call” or its equivalent shall be immediately reported to Main Control. A written report on the event shall be forwarded to the Superintendent or designee within twenty-four (24) hours. The MSC shall be responsible for the cost of the ambulance or air transfer.

Quarterly emergency medical response drills must be conducted for all shifts and must be documented by the MSC medical staff and Regional Jail staff to test preparedness to respond to a medical emergency. These drills must be observed and critiqued in a written report. These reports are to be submitted to the Superintendent or designee upon completion.

An actual or simulated man-down shall be practiced quarterly on each shift where health care staff is assigned. A critique must be written of the drill or event.

The MSC must establish a system that tracks the emergency medical requests from initial receipt to final disposition, including date of event and name and title of health care provider who provided treatment.

The MSC must generate and provide the Regional Jail administration a daily written report by 9:00 a.m. for the previous 24-hour period for all inmates requiring on-site and off-site emergency services.

The MSC must generate and provide the Regional Jail administration no later than the 5th day of each month a cumulative summary monthly report on all emergency medical interventions for the previous month.

G. Women’s Preventive Health Care

The MSC is responsible for the provision of medically necessary health services to the female inmate population to include, but not limited to, the following:

- (1) Sexually transmitted disease screening during the intake screening process for syphilis, gonorrhea, and chlamydia;
- (2) Pap smear within 14 days of inmate arrival at the Regional Jail as medically indicated.
- (3) Annual pap smear; and
- (4) Mammograms, as necessary, if indicated by medical history or an abnormal breast examination, and which is consistent with the American Cancer Society recommendations.

The MSC must establish policies and procedures specific to health care of pregnant inmates. These policies must include, at a minimum, the following:

- (1) Pre-natal care which includes regular monitoring by an obstetrician as well as the following:
 - Routine urine testing for proteins and ketones;
 - Vital signs and weight
 - Assessment of fundal height and heart tone;
 - Dietary supplement;
 - Observation for signs of toxemia.
- (2) Comprehensive counseling in accordance with their expressed desires regarding their pregnancy whether they elect to keep the child, use adoption services or have an abortion.
- (3) Provision of appropriate vitamins and dietary needs;
- (4) Identification and disposition of high-risk pregnancies, to include appropriate referrals to a specialist physician or hospital facility.
- (5) The MSC shall establish a weekly on-site pre-natal clinic to provide necessary pre-natal physician evaluations to all pregnant female inmates.
- (6) The MSC shall provide Ultrasound and Doppler equipment on-site.

H. Chronic Illness/Infectious Disease Protocols

The MSC shall establish policy and procedures for the care and handling of inmates diagnosed with chronic illness/disease and for inmates diagnosed with an infectious disease.

MSC must provide, in addition to procedures generic to “infectious diseases,” procedures specific to the following:

(1) Tuberculosis

The MSC shall provide a proposed TB surveillance program for the Regional Jail.

If an inmate has a positive PPD test, the inmate shall be scheduled for and receive within (8) hours, a chest x-ray, with appropriate medical follow-up and care, including isolation, if required.

(2) HIV/AIDS

Voluntary HIV testing and counseling must be available on a confidential basis to inmates who request testing. An inmate’s HIV test results or HIV status shall not be released without the written informed consent of the inmate in question.

For the purpose of obtaining any necessary medical care and counseling, any inmate identified as HIV+ shall be examined by a physician.

Inmates who are HIV+ and symptomatic shall be housed in an area appropriate for the acuity of their symptoms. HIV+ inmates with minor symptoms may be appropriately housed in the general population based on a case-by-case evaluation and decision by a physician.

Asymptomatic HIV+ inmates shall be housed in the general population unless they exhibit behavior that creates a risk of HIV transmission to other inmates or staff (e.g., rape, biting, throwing feces) or unless the HIV+ inmate is at risk of physical harm from other inmates.

The MSC must immediately notify the Regional Jail administration of any inmate with an infectious disease diagnosis, which may require the screening of inmates and/or staff (i.e. active TB, chicken pox, rubella, mumps, etc.).

The MSC shall provide a designated staff member solely responsible for all infectious disease screenings (positive PPD, TB, HEPATITIS, etc.) in accordance with the standards established by the National Commission on Correctional Health Care (NCCCHC), the American Correctional Association (ACA), and the Virginia Department of Corrections "Standards for Local Jails and Lockups" (i.e., standards which are current at the relevant time).

The MSC must establish a system that tracks inmates with infectious diseases from initial diagnosis to final disposition.

The MSC must generate and provide the Regional Jail administration no later than Monday of each week a weekly report on all inmates diagnosed with an infectious disease from Monday through Sunday of the previous week.

The MSC must provide health care staff and jail officers with ongoing structured education on infectious diseases, including HIV. This education shall include universal precautions training which shall include, but not be limited to, proper training for clean-up and disposal procedures for infectious disease.

I. Medication Management

Medications must be administered to inmates daily as prescribed, twenty-four (24) hours per day and seven (7) days each week by licensed medical staff only, and documented. All medications must be administered to inmates in the housing units. Medication will be administered to inmates in accordance with community standards.

Medications must be administered in accordance with the requirements outlined in **Attachment 3**. Accurate documentation confirming that medications have been dispensed as prescribed is mandatory. **Failure to maintain accurate documentation confirming that medications have been consistently administered to inmates as prescribed shall be cause for termination of the contract for non-performance.**

The MSC must generate and provide the Regional Jail Administration no later than Monday of each week a weekly report on all inmates who have not received medications as ordered from Monday through Sunday of the previous week. This report shall include: (1) the number of inmates who failed to show for pill pass; (2) the number of inmates who refused and signed a written release for refusal of their medication; (3) the number of inmates who did not receive medication because the medication was not available for dispensing, if any.

The MSC is required to establish/develop a plan for dispensing medications to those inmates scheduled out of the jail for court appearances, inmate transfers and inmate releases.

The MSC must provide a detailed written system for the daily delivery and dispensing of all medications which shall be approved by the Regional Jail. The MSC must indicate, at a minimum, the following:

- (1) How dispensing is to be accomplished, verifying ingestion of medication by Direct Observed Therapy (DOT);
- (2) Time frame in which dispensing is to occur.
- (3) Address the need for medication requiring multiple doses during a twenty-four (24) hour period.
- (4) Documentation of advising inmates of potential side effects and risks associated with taking medications prescribed and dispensed (e.g., psychotropics, HIV meds, etc.) This documentation must be filed in the inmate's medical record and include the inmate's signature or indication that he/she refused to sign the form.
- (5) Documentation of inmate's refusal to take the prescribed medication. Each refusal of medication or treatment by an inmate must be witnessed and documented by a second party (jail officer) on the medication record. This documentation must be filed in the inmate's medical record and include the inmate's signature or indication that he/she refused to sign the form.
- (6) Renewals of maintenance medications must be consistent, ongoing and not place the inmate's health at risk (e.g., inmate does not receive medications because the medication is out of stock and not available).

- (7) Renewal of orders to dispense psychotropic medications requires that the inmate be re-evaluated by a physician prior to any renewal. This re-evaluation must be documented in the inmate's medical record.

The MSC must provide a system for the dispensing of over-the-counter medication on an as-requested basis by the inmates. Dispensing must be by licensed medical staff only.

All medications must be kept in the Pharmacy or locked cabinets at all times. A log indicating the use of stock medication must be maintained. The MSC shall provide policy and procedures for removal and disposal of any and all outdated, unneeded, or surplus medications. Outdated medications will not be kept on the premises of the Regional Jail.

A self-administration distribution program (e.g., keep on person (KOP) medication program) is utilized at the Regional Jail except for medications that are psychotropic, pain management, TB or other medications that have the potential to be abused. The Superintendent retains the authority to limit the utilization of the KOP program.

The MSC is responsible to notify in writing any loss, theft or unauthorized removal of medications and/or medical supplies (e.g., syringes, stethoscopes, suture trays, etc.) to the superintendent or designee immediately after identification of such an event.

Medications and food shall not be stored in the same refrigerator.

The MSC shall be responsible for the purchase and repair of any additional medication carts needed for the administration of medications to inmates.

J. Dialysis Services

The MSC is responsible for providing inmates with necessary hemodialysis services as ordered by the on-site primary care physician and/or medical director.

K. Laboratory Services

The MSC is responsible for providing inmates with necessary laboratory studies as ordered by the on-site primary care physician and/or medical director. All laboratory specimens are to be sent to the preferred laboratory provider, hospital, or on-site MSC. The MSC must provide all equipment and supplies (e.g., vacutainers, needles, alcohol swabs, urine containers, etc.) for all on-site laboratory testing.

The MSC is responsible for providing all court ordered and legislatively required laboratory/radiological services for inmates (e.g., DNA SAMPLES). MSC on-site personnel shall not participate in the collection of forensic information. Required forensic services shall be provided by the MSC through off-site agencies/personnel.

L. Radiological Services

The MSC is responsible for providing inmates with necessary radiological studies as ordered by the on-site primary care physician and/or medical director. All basic radiology procedures and interpretations are to be provided through a preferred radiology provider on site. The MSC must provide all supplies (e.g., film, development chemicals, etc.) and make arrangements and pay for a radiology tech to take the x-rays and for a licensed Radiologist for interpretation readings.

M. Mental Health Services (Optional)

The MSC is responsible for providing inmates with the necessary mental health services. This shall include the assessment and evaluation of mentally ill and suicidal inmates, and communication with the health care staff to ensure that the appropriate psychotropic medication is being dispensed.

A licensed psychiatrist shall be on site 6 hours per week and on-call 24 hours per day for consultation as well as in-person evaluation and intervention as needed at the Regional Jail.

At a minimum, a licensed mental health professional shall provide on-site mental health assessments of inmates 80 hours per week.

A mental health professional shall provide social services support to inmates regarding the coordination of after-care upon release (e.g., applying for Medicaid, Medicare, SSI, child care placement for female pregnant inmates).

All health care staff must be properly trained on the symptoms and treatment of those inmates who are at risk for suicidal and/or homicidal acts. Detailed policies and procedures must be in place for both the on-site medical treatment of such inmates and referrals to the mental health preferred provider when medically necessary for continued treatment.

N. Medical Records Management

The Regional Jail is the sole owner of all inmate medical records.

The MSC is responsible for the maintenance and retention of a complete, standardized medical record for all inmates in accordance with prevailing medical regulations for confidentiality, retention and access and established Regional Jail operating policies and procedures.

Inmate Medical Records are currently maintained as electronic records. Currently CorEMR is the medical records software.

The MSC shall ensure that the medical records are appropriately and accurately maintained. Failure to appropriately and accurately maintain the medical records shall be cause for termination of the contract for non-performance.

Medical records shall be considered confidential. The MSC shall ensure specific compliance with standards regarding confidentiality, informed consent, and access/disclosure. HIPPA standards shall be adhered to. The MSC shall share with the facility administrator information regarding an inmate's medical management. Only information that is necessary to preserve the health and safety of an inmate, other inmates, or correctional staff shall be provided. Information provided to other correctional staff or classification staff shall only address the inmate's needs as it relates to security matters. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the MSC shall provide the Superintendent, or his designee, with access to such records and, upon request, provide copies.

Procedures shall be instituted for the receipt and filing of all outside consults, emergency room visits and inpatient hospitalizations. A problem oriented medical record system shall be utilized to document chart entries. Problem lists are expected to be completed by all staff. If progress notes written by MSC are deemed to be illegible, the MSC shall be responsible to provide a dictation service.

O. Nutritional Services

The MSC will be responsible for cooperating with the established food service contractor to ensure the provision of medically necessary clinical diets. The following sample diets may be ordered from food service:

- Cardiac diet
- 2200 Diabetic/calorie controlled diet (snack included)
- 2800 Diabetic/calorie controlled diet (snack included)
- Gastric soft diet
- Pregnancy diet (snack included)
- High protein/high calorie diet (snack included)

- Clear liquid diet
- Full liquid (broken jaw) diet
- Finger foods diet
- Restricted protein, sodium, & potassium (renal) diet (snack included)
- Youth diet

Coordination and ordering of **special diet** requests must be documented in the inmate's medical record.

P. Inmate Complaint/Grievance Procedure

The MSC must follow established Regional Jail policies and procedures for processing and responding to inmate complaints and grievances regarding medical treatment. The MSC must respond to medical grievances within 72 hours from the time of receipt by the MSC. All written responses are to be forwarded to the designated jail staff for final review. The jail staff is responsible to deliver the response to the inmate.

The MSC must respond to emergency medical grievances within eight (8) hours from the time of receipt from an inmate and/or jail officer.

The MSC must generate and provide the Regional Jail administration no later than Monday of each week a weekly report summarizing the number of complaints and grievances received and resolved from Monday through Sunday of the previous week.

Q. Inmate Co-payment Processing Procedures

The Regional Jail has established an inmate co-payment program for inmate initiated health care services in accordance with the Code of Virginia and the Virginia Board of Corrections regulations. The MSC is responsible for cooperating with the Regional Jail Policy and Procedures on inmate co-payments. The MSC is responsible for completing the established Health Services Charge Forms for all inmates for each applicable medical treatment and for witnessing the inmates' signatures on the forms. The first visit for each new medical problem is chargeable to the inmate's account. The MSC is responsible for filing (or scanning) and maintaining the originals of the forms in the inmates' medical records; for giving copies of the forms to the inmates; and for forwarding copies of the forms to the Fiscal Officer or his/her designee daily so that the charges can be deducted on a timely basis from the inmate's accounts.

Inmate fees will be received by the Regional Jail and used for medically related expenditures for the inmates. No inmate will be denied access to medically necessary services based upon his/her inability to pay for such services.

R. Dental Care (Optional)

The MSC shall provide a dental care program under the direction and supervision of a Commonwealth of Virginia licensed dentist. A dental clinic is to be staffed and operated on a set schedule and for a sufficient number of hours to provide adequate dental services to the inmates. The MSC must provide all supplies (e.g., dental tools, lead covers, etc.) and make arrangements and pay for a dental assistant to assist in dental treatments and screenings and for a licensed Dentist.

The MSC is to provide oral screening by a dentist or certified dental assistant as soon as possible but no later than (14) days from the date of admission to the Regional Jail. The MSC will provide dental treatment, not limited to extractions when the health of the inmate would otherwise be adversely affected as determined by the dentist.

S. Eye Care (Optional)

The MSC shall be responsible for providing eye examinations and corrective lenses to inmates when determined to be medically necessary by the MSC Medical Director. The MSC shall be responsible for all costs associated

with these types of cases. All other examinations, corrective lenses (e.g., repairs or replacement) shall be coordinated by the MSC; however, such services shall be paid in full by the inmate.

T. Segregation Evaluations

Qualified health personnel must perform physical assessments on inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) a minimum of three (3) times per week to determine the individual's health status. Daily rounds are to be conducted by verbal communication with the inmate in the cell area. If the inmate is unable to communicate verbally at this time, the medical personnel must alert security to make arrangements for a physical evaluation of the inmate. Any unusual findings (e.g., visible contusions, abrasions, wounds, etc.) must be reported immediately to the Jail Administrator (Major) or designee assigned to the housing pod. A record of these rounds shall be maintained as designated by the Regional Jail, with any clinical encounters noted in the inmate's medical record.

Additionally, a physical evaluation of the segregated inmate must be conducted every fifteen (15) days. This evaluation should include vital signs and visual evaluation of the inmate. Any unusual findings (e.g., visible contusions, abrasions, wounds, etc.) must be reported immediately to Jail Administration assigned to the housing pod. A record of these fifteen (15) day evaluations should be maintained, with any clinical encounters noted in the inmate's medical record.

U. Chronic Care Clinics

A proactive program shall exist in order to provide care for inmates with special medical needs. National Guidelines promulgated by experts in the field shall be utilized to manage the chronic care disorders. In order to minimize the movement of inmates off-site for services, the MSC shall establish the following chronic care clinics on-site at the Regional Jail:

- Diabetic/Endocrine Clinic
- Podiatry Clinic
- Infectious Disease Clinic (e.g., HIV+, STD's, TB, etc.)
- Cardiac/Hypertension Clinic
- Orthopedic Clinic
- OB-GYN Clinic
- Neurology Clinic
- Pulmonary Clinic
- General Medical Clinic

Scheduling and space for conducting these clinics is to be coordinated with the Regional Jail. Additional chronic care clinics may be required based on the inmate population needs and utilization of off-site services.

V. Health Education

The MSC shall design and provide an ongoing health education program to inmates of the Regional Jail. The MSC shall provide educational tapes for inmate viewing. The facility TV system is capable of showing videos on all facility televisions.

Examples of health educational information to share with inmates includes medical services and immunizations; personal hygiene; dental hygiene; nutrition; venereal disease; tuberculosis and other communicable diseases; effects of smoking; self examination for breast cancer; substance abuse; dangers of self-medication; hypertension detection; family planning, including appropriate services and referrals; physical fitness; and self-care for chronic diseases and/or disabilities.

The MSC shall also coordinate with the Regional Jail staff the use of these educational tapes in the various Inmate classrooms locate throughout the facility.

W. First Aid Kits

The MSC shall be responsible to provide one (1) basic first aid kit for each pod in the six (6) housing units (a total of 6); kitchen; laundry; maintenance; main control; lobby; administration; classification and records; medical administration; intake area; and eighteen(18) vans and other vehicles as needed. The MSC shall inspect all first aid kits at least monthly and provide a monthly inspection report to the Regional Jail administration. The MSC shall provide training for the use of the first aid kits by non-medical staff.

Ongoing re-stocking of these first aid kits with the following minimum supplies must be completed as necessary by the MSC in coordination with the Regional Jail staff:

Betadine Wipes	2	4x4 Dressings	2
Non-Sterile Gloves	2 pair	Rebreathing Mask	1
Non-Stick Gauze Pads	4	Alcohol Wipes	6
Tape	1 roll	Triple Antibiotic Oint.	1 tube
Kling Gauze	1 roll	Saline Solution	1 bottle
Band Aids 1”	20	(for eye washes/wound irrigations)	

The MSC shall evaluate each kit at least once a year to determine if the items are out of date or no longer usable.

X. Emergency Response/Disaster Medical Treatment Boxes

The Regional Jail has three (3) emergency response/disaster boxes for the facility. One (1) is located in the Inmate Housing F-Block; one (1) is located in Main Control Area; and one (1) is located in Work Release (The MSC shall be responsible for the ongoing re-stocking of supplies in these boxes).

Y. Telemedicine

The MSC shall be responsible for all costs associated with the development and implementation of a Telemedicine program for coordination of medical care with off-site health care providers, in the event that such a program is implemented by the MSC. The MSC would be required to provide any software, equipment and circuits required to support their implementation. Before implementing a Telemedicine program the MSC must provide written justification along with a written implementation plan to the Superintendent. Written authorization from the Superintendent is required before implementation of a Telemedicine program. Telemedicine shall not be a substitute for the minimum staffing requirements stated in section 8.E. below. There is no requirement for the MSC to provide Telemedicine Services.

Z. Exclusions:

The Contractor shall be under no obligation to provide or pay for the following types of services:

- a. Cosmetic surgery;
- b. Sex change surgery or treatment;
- c. Elective vasectomy, tubal ligation, hysterectomy and other elective care which, for the purposes of this Contract, shall mean care which if not provided would not, in the opinion of the Medical Director, cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being;
- d. Care, treatment or surgery determined to be experimental in accordance with accepted medical standards;
- e. Other procedures or cares that are not generally medically accepted;
- f. Neonatal or newborn care (prenatal and obstetric services shall be provided);
- g. Contraceptive devices and medications

4. Off-Site Referrals to Preferred Providers

The MSC is to establish policies and procedures for referring inmates off-site for necessary medical treatment by Preferred Providers. The MSC is responsible for determining the medical necessity of all off-site medical services and for providing the necessary medical information, as well as, payments to the off-site preferred provider for services rendered.

The MSC shall generate and complete an appropriate Request for Consultation form for all inmates who require off-site medical services. This completed form must accompany the inmate at the time he/she is being transported from the Regional Jail to a preferred provider for treatment.

The MSC shall make arrangements in conjunction with the appropriate Regional Jail Staff for the transportation of inmates to off-site preferred providers.

Each off-site referral to a preferred provider must result in a legible consultation/treatment report in the inmate's medical record within forty-eight (48) hours of the encounter. This legible report must contain:

- Reason for consult (subjective)
- Appropriate exam/lab findings (objective)
- Diagnosis (assessment)
- Discharge Plan(s)
- Follow-up Appointment (if necessary)

All recommendations involving any special procedures or non-routine follow-up must be communicated verbally between the preferred provider consultant and the on-site primary care physician and/or medical director within twenty-four (24) hours of the consult.

The MSC is responsible for the prompt payment of amounts due to off-site medical service providers. Non-payments or tardy payments by the MSC may reflect unfavorably on the reputation of the Regional Jail. If the Regional Jail receives any complaints from off-site service providers concerning payment obligations of the MSC, the MSC shall provide a full and complete written explanation to the Regional Jail. Failure by the MSC to promptly pay amounts due to off-site service providers shall be cause for termination of the contract for non-performance.

The Regional Jail has a contract with Optima Health Insurance which is currently being used and is available to the MSC. This contract allows the MSC to use the Optima network of providers and receive Optima discounts less administrative fees for off-site services.

The Regional Jail will reimburse the MSC for 100% of that portion of off-site medical service costs that are in excess of \$100,000 per inmate per contract year subject to the following provisions. To be eligible for reimbursement, any costs must be documented and promptly submitted by the MSC. Under no conditions will such reimbursement be payable if it has not been properly submitted in writing by the MSC to the Regional Jail within six (6) months after the date that the services in excess of \$100,000 were provided. **The MSC is to provide the Regional Jail a monthly report listing the total cumulative costs for each inmate who has reached a cumulative total of \$75,000 in off-site costs incurred by the MSC and has the potential of exceeding \$100,000.**

5. Medical Services for U. S. Marshals and Immigration Customs Enforcement (ICE) Detainees

The MSC must provide the same level of on-site medical care and services to Federal inmates as those it provides for other WTRJ inmates. The U.S. Public Health Service, Division of Immigration Health Services (DIHS) acts as the agent and final health authority for ICE inmates on all off-site medical and health related matters. The MSC must submit supporting documentation for non-routine, off-site medical/health services to DIHS. The MSC shall release any and all medical information for ICE inmates to the DIHS representatives upon request. The MSC is responsible for soliciting DIHS approval before proceeding with non-emergency, off-site medical care including medications for ICE inmates. Payment for properly authorized off-site services will be made directly to the service provider by ICE. For medical care provided

outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE inmates. ICE may refuse to reimburse the service provider for non-emergency medical costs incurred that were not pre-approved by the DIHS. In an emergency, the MSC shall provide and/or obtain the medical treatment required to preserve the ICE inmate's health. The MSC shall notify the DIHS Managed Care Coordinator as soon as possible, but no more than 72 hours after the inmate's receipt of such care. The MSC must obtain pre-authorization from DIHS for services beyond the initial emergency situation. Under no circumstances will the Regional Jail pay for any off-site health services (including in-house pharmacy and dialysis services) for ICE inmates, not paid by DIHS.

6. Off-Site Preferred Provider Network

The MSC must recruit and develop a Preferred Provider Network to provide all covered medically necessary services, which cannot be provided on-site to inmates at the Regional Jail during the term of this contract. Written letters of intent from providers willing to participate in the Preferred Network may be included in this written proposal.

All Preferred Providers recruited must be fully credentialed by the MSC to verify licensure, certification, accreditation, etc.

Contracts for the Preferred Provider Network shall be between the MSC and the health care provider. The Regional Jail shall not be a legal party in any Preferred Provider Contracts. Each such contract shall include a written statement: **"The Regional Jail shall not be responsible for any payment for services provided"**. Because of security support relationships among the three (3) member jurisdictions and the Regional Jail, off-site medical providers located within the three (3) member jurisdictions are preferred. Travel distance and security requirements are also relevant concerns. All off-site service providers are subject to approval by the Regional Jail. The MSC shall provide a plan for minimizing time of off-site housing.

To support the delivery of comprehensive health services, the Preferred Provider Network must include the following medical specialty services/providers:

- A Tertiary Hospital facility for treatment of those inmates requiring medical/surgical trauma services otherwise not available at a general community hospital.
- A General Hospital Facility to provide treatment for those inmates requiring medical/surgical emergency services (e.g., inpatient and outpatient health care services).
- A Psychiatric Hospital Facility to provide treatment for those inmates requiring inpatient psychiatric services.
- Individual Practitioners and/or Group Specialty Physician Practices to provide the following routine outpatient clinics and individual treatment as necessary for the following medical services on a weekly basis:
 - Urology
 - Gastroenterology
 - Orthopedics/Physical Therapy
 - Cardiology
 - Ophthalmology/Optometry
 - Internal Medicine
 - General Surgery
 - Dermatology
 - Ear/Nose/Throat
 - Allergy
 - Obstetrics/Gynecology/High Risk OB
 - Psychiatry
 - Dialysis
- A Laboratory Provider to provide all necessary routine and STAT laboratory services which cannot be provided on-site at the Regional Jail. Routine laboratory results or reports must be delivered to the Medical Clinic within twenty-four (24) hours after receipt of the specimen. STAT laboratory results/reports must be delivered to the Medical Clinic within four (4) hours after receipt of the specimen. All necessary laboratory services provided after hours must be sent to the general hospital for the same processing times.
- A Dialysis Provider to provide all necessary ordered hemodialysis treatments for inmates at the Regional Jail. Provisions must be made for on-call coverage by a licensed Nephrologist to provide medical necessary treatment during off hours.
- A Radiological Provider to provide all necessary routine x-rays which cannot be provided on-site at the Regional Jail. This provider can be a freestanding radiology service or provided at the general hospital. This provider must also provide the necessary x-ray and other radiology interpretation reports by a Board Certified Radiologist within

forty-eight (48) hours of the x-ray or other radiological study being performed. Provisions must be made for on-call coverage to provide medically necessary on-site x-ray services during off hours.

- A Pharmacy Provider to provide all prescription and non-prescription medications in accordance with all local, state, and federal rules, regulations, and laws. The MSC will be responsible for all costs associated with the prescribing and dispensing of medications through this preferred provider. Identification of the pharmacy provider and a description of the pricing structure are required to be included in the written proposal. The provider should provide the MSC and Regional Jail Superintendent with the following:
 - monthly inventory reports (including any stock discrepancies);
 - monthly utilization/cost reports for all pharmaceuticals (over-the-counter and prescription); and
 - inmate drug usage profiles; and
 - narcotic count errors

The pharmacy provider must be able to provide necessary prescription medication within four (4) hours from the time of the order request.

- A Durable Medical Equipment Provider to provide all orthotic devices for inmates which are determined to be medically necessary by the Medical Director. The MSC shall be responsible for all costs associated with the lease or purchase of orthotic or durable medical equipment. Examples of orthotic or durable medical equipment shall include but not be limited to crutches, special wheelchairs, oxygen, suction machines, CPAP machines, braces, walkers, etc.

7. On-Site Medical Services provided to Regional Jail Staff

The MSC is to provide the following medical services for the Regional Jail staff, (employees and contractual staff):
Annual tuberculosis skin testing (PPD) and referral as appropriate.

- Tetanus Antitoxin Post Exposure as indicated.
- Compliance with all Commonwealth of Virginia and Occupational Safety Health Act (OSHA) guidelines.
- Basic first aid and/or emergency intervention for on-site injuries.
- Hepatitis Shots (Antibody Titers, Injection Series, and Booster Injection if necessary)
- Annual Flu Shots

The MSC is to maintain electronic or written records of all medical treatments administered to Regional Jail personnel to meet NCCHC, ACA and OSHA requirements. Electronic Medical records are preferred.

8. Medical Staff Management

Credentialing – Physicians:

The Contractor shall conduct credentialing of all Personnel who are physicians, regardless whether the physicians have been working at the Facility under a previous contract, and shall submit satisfactory evidence of such compliance within three (3) months of the date that the physician commences the provision of Services at the Facility. The Contractor shall have a written policy and procedure regarding the physician credentialing process.

Each physician credential file shall contain at a minimum the following documents:

- a. Copy of verified Commonwealth of Virginia license to practice medicine;
- b. Copy of application for initial or renewal registration;
- c. Copy of Federal controlled substance registration;
- d. Copy of Virginia Department of Public Health controlled substance registration;
- e. Evidence of malpractice insurance with claims and/or lawsuits pending or closed during past ten years verified by physician's insurance carrier;
- f. Copies of verified medical education documentation including medical school, internship, residency and fellowship programs;
- g. Query of the National Practitioner Data Bank;
- h. For foreign medical school graduates, query of the American Medical Association foreign medical graduate verification service;

- i. American Board of Medical Specialties ("ABMS") board certification, or evidence to support board eligibility defined by the ABMS criteria;
- j. Current ACLS/BCLS/CPR certification;
- k. Ten year employment history, present and past, where physician has practiced and reasons for change;
- l. Evidence of reasonable inquiry into employment history with emphasis on assessment of clinical skills;
- m. Signed release of information form;
- n. Information regarding any criminal proceedings, and background checks.

A physician shall not commence employment under this contract while the full credentialing process continues without evidence of a Virginia license to practice, evidence of DEA and Virginia Department of Public Health registration, and evidence of malpractice insurance, at a minimum. Specialty clinic physicians, retained by the Contractor on a part-time basis, who have privileges at a licensed Virginia hospital, may substitute documentation from such hospital. All physicians shall have credential files updated annually. All credential records, both for active and inactive physicians shall be the property of the Regional Jail, but shall be maintained by the Contractor at its corporate office. The Regional Jail shall have access to and may copy any such credentialing records. A periodic audit of the credential files shall be conducted by a representative of the Regional Jail. After the expiration or termination of the Contract, the credentialing records will be given to the Regional Jail, and the Contractor shall have access to and may copy any such credentialing records. The provisions of this section shall survive the termination or expiration of this Contract.

Other Credentialing:

- a. The Contractor shall conduct initial credentialing and periodic re-credentialing for nurse practitioners, clinical nurse specialists and physician assistants.
- b. The Contractor shall conduct any credentialing required of any other professional employees, as required by the pertinent regulatory authorities, and make evidence of such credentialing available to the Superintendent upon request.
- c. The Contractor shall, as part of credentialing, ensure compliance with the requirements of the Code of Virginia, which governs ordering medication by physician assistants, nurse practitioners or clinical nurse specialists upon the authorization of a supervising physician and upon terms and conditions referred to as the Collaborative Agreement and Prescriptive Practice Guidelines for Nurse Practitioners and Physician Assistants.

The MSC shall develop protocols, and policies and procedures that address the on-site medical services unit, medical staff and medical administrative staff.

A. New Hires

Each staff candidate will be interviewed by the MSC with special focus on technical expertise, emotional stability and motivation. The final selections must be approved by the Regional Jail Superintendent or designee.

The MSC shall hire only licensed and qualified personnel to provide on-site professional services. The MSC shall notify the Regional Jail immediately of any lapse or expiration of licensure for any medical staff member.

The physicians must hold a current valid, unrestricted license to practice medicine in Virginia.

The MSC must verify and confirm, providing written documentation to the Superintendent, each employee and/or applicant credentials, to include a complete work history, license, degree, and clinical skills.

The MSC shall verify in writing the current licensure status of all licensed health care providers to be hired by the MSC by the applicable Board of the Commonwealth of Virginia (e.g., Board of Medicine, Board of Nursing, etc.) prior to hiring the individual. A copy shall be forwarded to the Regional Jail.

An on-site visit to the Regional Jail must be made by all candidates prior to the MSC rendering a formal offer of employment. All personnel shall be required to pass a background investigation conducted by the Regional Jail as a pre-requisite for initial and/or continued employment. Rejection of any job applicant or current employee by the Regional Jail will be final. New hires will undergo a drug screen conducted by their MSC and thereafter will participate in the Regional Jail's random drug screening.

Regional Jail staff will participate in the selection of key positions (e.g., Health Services Administrator, Medical Director/On-Site Primary Care Physician, Director of Nursing, and Director of Medical Records). The selection of these and all positions will be subject to the advance approval of the Superintendent.

All MSC personnel hired shall meet the minimum requirements, as established by the Regional Jail for comparable positions.

All personnel shall comply with current and future state, federal and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of Regional Jail. The Western Tidewater Regional Jail is a smoke free and drug free facility.

B. New Employee Orientation

The MSC is responsible for ensuring that all new on-site medical services personnel are provided with orientation regarding medical practices on-site at the Regional Jail. Orientation regarding other facility operations will be the responsibility of the Regional Jail. The MSC must develop and distribute a written job description, to each member of the health care staff, which delineates employee assigned responsibilities and meets all requirements of the Americans with Disabilities Act. At a minimum the orientation must address relevant security and health services policies, response to emergency situations, functional position description, and inmate – staff relationships.

The MSC must monitor performance of health care staff to ensure adequate job performance, in accordance with job descriptions.

C. Ongoing In-Service Training

The MSC is to provide a minimum of sixteen (16) hours of annual medical in-service training for all qualified health services employees, including physicians.

The MSC staff may be required to attend training presented by jail staff as required.

D. Administrative Requests for Information

The MSC shall be responsible for ensuring that its on-site medical staff reports any and all problems and/or unusual incidents to the Regional Jail Superintendent or designee per established policies and procedures.

The MSC senior management staff (e.g., Health Services Administrator, Medical Director, Director of Nursing) shall represent the on-site medical services unit in discussions with local civic groups, visiting officials and/or members of the news media as mutually agreed upon by the MSC and Regional Jail Superintendent.

The MSC senior management staff shall properly complete employee evaluations for those employees under their Direct supervision, in accordance with applicable state rules, and/or requested by the Superintendent.

E. Employee Schedules

The MSC shall establish an appropriate schedule for utilization of staff and effective delivery of services with consideration of ongoing jail operations and policies.

The MSC must have a physician on-site as needed and as the medical workload dictates.

The MSC proposal must include a proposed staffing pattern plan. Each position must include a post assignment/title, the hours to be worked and salary range.

The Regional Jail and MSC shall agree to a minimum staffing requirement prior to the award of the contract. **The staffing schedule shall be a contractual minimum requirement only. It is the Regional Jail's expectation and requirement that the MSC shall provide sufficient staffing to provide the level of services needed for the inmate population at all times.**

Please see Attachment 4 for Sample Minimum Staffing Requirements.

All hours worked by medical personnel shall be spent on-site at the Regional Jail, except as otherwise agreed to by both parties. MSC's schedule may be modified only upon the parties' mutual agreement. The use of Telemedicine shall not be a substitute for the staffing requirements stated in this section.

All contractual employees shall be required to comply with sign-in and sign-out procedures as set forth by the Regional Jail. The Regional Jail will have access to all records indicating the hours worked by each employee.

The MSC shall not provide holidays to its employees other than those that are observed by the Regional Jail and are as follows:

New Years Day	- 1 st Day of January
Martin Luther King Day	- 3 rd Monday of January
President's Day	- 3 rd Monday of February
Memorial Day	- Last Monday in May
Juneteenth Day	- 18 th Day of June
Independence Day	- 4 th Day of July
Labor Day	- 1 st Monday of September
Columbus Day	- 2 nd Monday of October
Veteran's Day	- 11 th Day of November
Thanksgiving Day	- 4 th Thursday of November
Day after Thanksgiving	- Friday after Thanksgiving
Christmas Day	- 25 th Day of December

When a holiday falls on Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

No other holidays shall be observed except as authorized by the Superintendent.

All MSC employees must wear the appropriate uniform and/or identification badge as directed by the Regional Jail at all times when on-site.

All packages, bags, and other items are subject to search by security before entry into the Regional Jail. The Regional Jail may implement workplace searches of employees, their personal effects brought onto the Regional Jail's premises, and the employees' work areas, desks, lockers, etc. in its attempts to maintain a drug-free work environment and to keep contraband (illegal or impermissible items) out of the jail. Only clear totes, bags, backpacks or containers shall be allowed in the secure area of the jail.

The Regional Jail expressly prohibits substance abuse, and the MSC employees will be required to submit to drug screening as part of the Regional Jail's efforts to provide a drug-free work environment.

F. Security

MSC personnel are subject to all the security regulations and procedures of the Regional Jail. MSC personnel are subject to removal from the facility at any time for security reasons as determined by the Superintendent or designee.

9. Bio-Hazardous Waste Management

The MSC will be responsible for the proper handling, removal and disposal of all bio-hazardous waste materials throughout the Regional Jail. Removal and disposal must be in accordance with all applicable local, state and federal rules, regulations and codes.

10. Quality Assurance Program

The MSC is to provide their plan for a quality assurance (QA) program to the Regional Jail Superintendent and his designated contract monitor or other designated individual for approval. The QA program will be utilized to evaluate the health care provided to the inmates, at both on-site and off-site locations, on a continual basis for quality, appropriateness and continuity of care. The MSC shall actively seek out opportunities for improvement for any and all problems identified by the monitor or Regional Jail Superintendent regarding the on-site medical services rendered to inmates. The MSC shall institute a continuous quality assurance (CQA) committee that shall monitor the health services provided. Discussions shall include committee membership, frequency of meetings, thresholds for evaluation, collection of data, corrective action plans, communication of results, re-evaluation of problems or concerns to determine if corrective actions have been achieved, incorporating findings into the organization's internal training and education program, maintaining appropriate entries of internal review activities, issuing a quarterly report to the health and facility administrator regarding internal review activities and records of internal review activities that comply with legal requirements on confidentiality of records (see **Attachment 6**). The MSC is required to conduct both process and outcome studies designed to meet NCCHC standards.

If an external Quality Monitoring Contractor (QMC) is used by the Regional Jail, the MSC shall cooperate with the external QMC and comply with the Regional Jail's QA program.

The MSC is required to participate in monthly medical advisory committee (MAC) meetings with designated Regional Jail personnel to review and discuss monthly medical utilization statistics, quality monitoring activity results, and any other administrative or medical service problems identified. A regional and/or corporate representative shall attend these meetings unless excused in advance by the Superintendent.

11. Peer Review

An annual peer review program shall be in place for all medical providers, psychologists, and dentists.

12. Infection Control Program

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

13. Compensation to Medical Services Contractor

The MSC shall provide the Regional Jail with an invoice, the monthly utilization report, the first aid kit inspection report, the off-site medical services costs for inmates with cumulative costs of \$100,000 or more report, the vacant position report and the required pharmacy reports on the tenth (10th) day of each month for those services performed for the preceding month. The Regional Jail shall make payment to the MSC on or before the twentieth (20th) day of each month.

14. Staffing Shortfall

All full-time contractual employees shall be on-site for a minimum of forty (40) hours per week. The MSC shall provide the Regional Jail with a salary range for each medical staff position held in accordance with the terms of this contract. The Regional Jail shall reduce the monthly payments to the MSC for any and all vacant time for medical staff positions. This financial reduction shall be 1.2 times the average salary hourly rate for the identified position.

MSC Requirements:

The MSC must meet the following minimum requirements to be considered:

1. Corporate Experience

The MSC must have a minimum of five (5) years medical correctional experience in a correctional facility comparable to the Regional Jail in total inmate capacity and acuity level.

2. On-Site Medical Services Staff Qualifications

The MSC must have demonstrated previous proven recruitment capabilities of necessary medical personnel (e.g., physicians, nurses, support staff, laboratory and x-ray services, etc.)

The MSC must demonstrate a proven ability to provide experienced medical staff to provide on-site medical services. The MSC must employ only licensed, certified and professionally trained personnel.

The MSC shall provide current curriculum vitae, photocopies of license, CPR certifications, other certifications and a written letter of intent for potential employees to be hired upon award of the contract for the following key positions.

- **Health Services Administrator:** This position requires a minimum of three (3) years supervisory and/or management experience, of which two (2) years should be in correctional health care. Equivalent documented work experience can be considered.
- **Medical Director/On-Site Primary Care Physician:** This position requires a licensed physician in the Commonwealth of Virginia. Board certification in Internal Medicine or Family Practice is preferred. This physician should have a minimum of three (3) years experience in correctional health care and/or a comparable clinical environment such as public health, urgent care or indigent care.
- **Director of Nursing:** This position requires a licensed registered nurse, with a minimum of three (3) years experience in correctional health care and/or a comparable clinical environment such as public health, urgent care or indigent care settings.
- **Director of Medical Records:** This position requires a Registered Records Technician (RRT) or Accredited Records Technician (ART) with a minimum of three (3) years experience in a health care facility.

All Staff Nurse Positions (Licensed Registered or Practical Nurse), should have a minimum of one (1) year experience in correctional health care and/or a comparable clinical environment such as public health, urgent care or indigent care settings.

The MSC must have the capability to supervise and monitor the on-site medical program at the Regional Jail with appropriate and responsive corporate support to include start-up, ongoing evaluations and delegation of appropriate resources to meet contract deliverables. The MSC must demonstrate its ability to provide a system of ongoing technical and medical support to the on-site medical personnel.

The MSC must demonstrate the ability to prepare and implement clinical protocols, and policies and procedures which comply with the policies and procedures of the Regional Jail and all standards and requirements set forth herein. The MSC shall provide a comprehensive internal quality improvement program which includes conducting an ongoing evaluation of compliance with its policies and procedures, with monitoring results documented and reported on a quarterly basis to the Regional Jail Superintendent.

The MSC must compile a monthly utilization report of services provided. See **Attachment 5** for the required report format. The MSC must describe the methods to be used in implementing a management information system for collecting and analyzing the trends in the utilization of the medical services provided (see **Attachment 6**).

Please see Attachment 5 for the Regional Jail's medical utilization statistics for last half of 2019 and 2020 calendar year.

Contract Terms:

The MSC shall furnish all labor, materials and supplies necessary to provide complete medical health services to inmates, as per the accepted proposal and contract. **The Regional Jail is requesting fixed price proposals for the three (3) year period beginning on July 1, 2021 and ending June 30, 2024, with five (5) optional one-year renewals. Variations in this pricing structure will be considered, however, such variations must be clearly identified as an exception or variation to the RFP on the Proposal Pricing Form (Attachment 10).** The Agreement shall consist of this RFP, the written accepted proposal and all addendums thereto.

If there are any differences in the provisions contained in the RFP and those contained in the MSC written proposal, all provisions contained in the RFP shall be mandatory as stated. The RFP provisions will apply unless the Regional Jail, at its option, selects the provisions of the MSC written proposal.

The MSC shall provide the Regional Jail with a Mobilization Plan which outlines the time schedule for hiring all medical staff, development of medical policies and procedures, set up of medical supplies, equipment, staff training, and training of the Regional Jail staff, etc. within 30 calendar days from the award of the contract. This plan shall address the possible continued employment of existing medical staff employees.

The MSC shall provide the Regional Jail with an invoice, the monthly utilization report, the first aid kit inspection report, the off-site medical services costs for inmates with cumulative costs of \$100,000 or more report, the vacant position report and the required pharmacy reports on the tenth (10th) day of each month for those services performed for the preceding month. The Regional Jail shall make payment to the MSC on or before the twentieth (20th) day of each month.

Any contract renewal will be at the same terms and conditions, unless otherwise agreed to in writing by both parties.

Upon termination of the contract agreement between the MSC and the Regional Jail, the MSC agrees to provide the originally agreed upon necessary medical services through the last date of the contract; and shall fully cooperate with the Regional Jail and any MSC to ensure continuity of care and a smooth transition of medical services.

1. Sub-Contractor Requirements

All approved MSC sub-contractors shall meet all of the requirements as set forth in this RFP for the MSC. Any sub-contractor personnel working on-site at the Regional Jail are subject to meeting requirements for background checks, security clearance, etc. prior to working at the Regional Jail. The MSC shall exercise control over the manner or means by which these sub-contractors perform their professional duties, and assure all certifications, legal and insurance requirements. Any rejections of sub-contractor personnel by the Regional Jail shall be final.

2. Accreditation

The MSC is responsible to maintain and participate in the accreditation requirements of United States Marshals, Federal Bureau of Prisons and Virginia DOC annual inspections and reviews. Should the facility seek NCCHC and ACA accreditation for the on-site medical services program at the Regional Jail. The MSC will be responsible for all costs associated with the NCCHC accreditation, which includes the application fee. The Regional Jail will pay for the application fee for ACA accreditation.

3. HIPPA Compliance

MSC and subcontractors shall comply with all Health Insurance Portability and Accountability Act of 1996 (HIPPA) requirements.

4. Policies and Procedures

All MSC policies and procedures must comply with the approved policies and procedures of the Regional Jail. Prior to implementation, all MSC policies and procedures must be approved in writing by the Regional Jail Superintendent.

5. Reporting Requirements

The MSC shall be responsible to provide daily, weekly, and monthly reports as outlined in **Attachment 6**. All statistics shall remain the confidential property of the Regional Jail. No information shall be shared or replicated by the MSC without the expressed written consent of the Regional Jail.

6. Termination of Contract for Non-Performance

The Regional Jail Superintendent may terminate or impose financial penalties on this contract any time the MSC fails to carry out the contract requirements if, in the opinion of the Superintendent, the performance of the contract is unreasonably delayed or for violating contract conditions. The Regional Jail Superintendent shall provide the MSC with notice of any conditions which are endangering performance and if, after such notice, the MSC fails to remedy such conditions within ten (10) days, to the satisfaction of the Superintendent, the Superintendent may, in writing and at his option, terminate the contract without further notice to the MSC. The Superintendent reserves the right to order the MSC to stop work immediately and vacate the premises or to specify a specific termination date for the MSC services. Notice of termination may be served upon the MSC by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

7. Damages

The Regional Jail Superintendent has the right to seek, from the MSC, damages for non-compliance and/or non-performance in the execution of this contract.

8. Insurance Requirements

Upon award of this contract, entry into a contract is expressly conditioned upon the MSC's obtaining certificates of insurance indicating that the below listed insurance requirements are in force:

A. Instructions

MSC shall not commence work under this contract until the MSC has obtained all insurance required under this Section and such insurance has been approved by the Superintendent of the Regional Jail, nor shall the MSC allow any Subcontractor to commence work on a subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. The Regional Jail will be named on all liability policies as "Additional Named Insured" for the proposed work. All liability policies will be written in an "occurrence" form unless otherwise specifically approved by the Regional Jail Superintendent. The MSC must notify the Regional Jail and provide a new Certificate of Insurance if any insurance changes.

B. Workers' Compensation Insurance and Employer's Liability Insurance

The MSC shall take out and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such insurance in the Commonwealth of Virginia and in all states covering all the MSC's employees, and in the case of any work sublet, the MSC shall require the MSC's subcontractors similarly to provide statutory Workers' Compensation Insurance for the latter's employees. The MSC shall provide the Regional Jail with a waiver of subrogation on the Workers' Compensation Insurance. The MSC shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$500,000 per

accident/injury by an insurance company authorized to write such insurance in all states where the MSC will have employees located in the performance of this contract and the MSC shall require each Subcontractor similarly to maintain Employer's Liability Insurance.

C. Commercial General Liability Insurance

The MSC shall maintain during the life of this contract such Commercial General Liability Insurance as shall protect the MSC against claims for damages resulting from bodily injury, including wrongful death, and property damage, which may arise from operations under this contract whether such operations be by the MSC or by any MSC Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:

- Each Occurrence \$3,000,000
- Personal Injury and Advertising Liability \$1,000,000
- Fire Damage \$ 300,000
- General Aggregate \$3,000,000
- Products/Completed Operations Aggregate \$3,000,000
- Medical Expense (any one person) \$ 10,000

The Commercial General Liability Insurance required by the preceding paragraph, shall include the following extensions of coverage:

- The Property damage coverage shall include a Broad Form Property Damage Endorsement.
- Contractual Liability coverage shall be included.

D. Professional Liability Insurance

The MSC shall maintain during the life of this contract such Professional Liability Insurance as shall protect the MSC against claims for damages resulting from medical incidents which may arise from operations under this contract whether such operations be by the MSC, the MSC staff or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall meet the minimum limit requirements as set forth by the Commonwealth of Virginia which are as follows:

<u>Each Incident</u>	<u>Aggregate</u>	<u>Year</u>
\$1,925,000	\$3,850,000	7/1/2021
\$2,000,000	\$4,000,000	7/1/2022

E. Vehicle Insurance

The MSC shall carry insurance that meets the minimum coverage requirements by the Commonwealth of Virginia on any and all vehicles (includes owned, unowned and hired) used to conduct business pursuant to this contract.

F. Performance Bond

A performance bond in the amount of the first six (6) month's contract price shall be furnished by MSC within 15 days of the date of award of the Medical Services Contract.

G. Certificate of Insurance

The MSC shall furnish the Regional Jail with a copy of certificate(s) of insurance evidencing policies required in Section 9, Paragraphs C, D, E and F. Such certificate(s) shall specifically indicate that the insurance coverage includes

all extensions of coverage required in those paragraphs. The MSC shall request in writing to its insurance carrier/s to name Western Tidewater Regional Jail, 2402 Godwin Blvd, Suffolk, VA 23434, as a certificate holder to each of the insurance policies required in Section 9, Paragraphs C, D, E and F.

Such certificate(s) shall specifically state that the MSC shall give the Regional Jail at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the MSC shall furnish a certificate of insurance evidencing renewal of such coverage to the Regional Jail.

H. Subcontractor's Insurance

The MSC shall require each MSC subcontractor to take out and maintain during the life of its subcontract the same insurance coverage required of the MSC under Section 9, Paragraphs C, D, E and F above, including the extensions of coverage required under those paragraphs. Exceptions may be granted by the Regional Jail Superintendent depending on the particular service being performed by the subcontractor. Each subcontractor shall furnish to the MSC two (2) copies of a certificate of insurance and such certificate shall contain the same information required in section 9.G above. The MSC shall furnish one copy of the certificate to the Regional Jail.

9. Assignment of Contract

Neither the obligation nor the rights of the MCS under this contract may be assigned, delegated or subcontracted in whole or in part by the MSC without the express written consent of the Regional Jail.

10. Compliance with all Laws

The MSC shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. The MSC represents that it possesses all necessary licenses, permits, and certifications required to conduct its business and will acquire any additional licenses, permits and certifications necessary for performance of this agreement prior to the initiation of work. The MSC further represents that it is a corporation in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the agreement. The MSC shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work.

Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in appropriate court of competent jurisdiction in the City of Suffolk or the United States District Court in the City of Norfolk.

General Terms and Conditions:

Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

The Superintendent of The Regional Jail or his designee constitutes the only persons authorized to enter into an agreement between the parties with respect to the subject matter. Any representations, affirmation of fact, acceptance of offering, prior negotiation, incorporated herein shall not be binding on The Regional Jail.

Antidiscrimination:

Every contract in excess of Ten Thousand Dollars (\$10,000.00) which may be executed with the bidder/offeror shall include the following provisions:

During the performance of this contract, the bidder/offeror agrees:

- That the bidder/offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is

a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- The bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offeror, will state that such bidder/offeror is an equal opportunity employer.
- Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Brand Name “or equal”:

Specifying a brand name, make or model is for the purpose of establishing a grade or quality of material only. However, the Regional Jail reserves the right to request, test, approve or reject for use any “equal” item submitted as part of this RFP. Bidders/offerors must list all deviations from the listed specifications. In submitting bids on a commodity other than as specified, bidder/offeror shall furnish complete data and identification with respect to the alternate commodity they propose to furnish. Failure to furnish required information may result in rejection of the proposal

The determination of equal products will be made solely by the Regional Jail.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Regional Jail. If the bidder/offeror does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder/offeror proposes to furnish the exact commodity described.

Cancellation of Bids:

The Regional Jail reserves the right to cancel this Invitation to Bid/Request for Proposal, and to reject any or all bids/proposals in whole or in part whenever the Superintendent or his designee determines that such action is in the best interest of the Regional Jail.

Competition:

It is the Regional Jails intent that this bid/RFP promotes competition. Each offeror is responsible for advising the Regional Jail if any language, requirements, specifications or other elements of this bid/RFP inadvertently restrict or limit the requirements stated in this bid/RFP to a single source. The notification must be received by the Western Tidewater Regional Jail, Administration office not later than seven (7) days prior to the date set for the receipt of the proposals. A review of such notifications will be made.

Compliance with all Laws:

The vendor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. The vendor represents that it possesses all necessary licenses, permits, and certifications required to conduct its business and will acquire any additional licenses, permits and certifications necessary for performance of this agreement prior to the initiation of work. The vendor further represents that it is a company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the agreement. The vendor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work.

Confidentiality:

All bids/proposals will be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a bidder/offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, **the bidder/offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing**, either before or at the time the data or other material is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The written notice shall include a cover page outlining the section and page(s) number of the proprietary section. In addition, the proprietary or trade secret material submitted must be identified by some distinct method, such as highlighting or underlining, and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information.**

The classification of an entire bid/proposal document, line item prices and/or total bid/proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid or proposal.

Cooperative Procurement:

This procurement is being conducted on behalf of the Western Tidewater Regional Jail, Suffolk, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.

If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Contractor's bid/proposal.

With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.

The Western Tidewater Regional Jail, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the Regional Jail, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Western Tidewater Regional Jail contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that particular public body.

The Western Tidewater Regional Jail assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may carry out such notification.

Debarment:

By submitting their signed bids or proposals, all vendors certify the following:

- a. The vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Local, State or Federal Department or Agency;
- b. The vendor has not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. The vendor is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this section; and
- d. The vendor has not within a 3-year period preceding this proposal had one or more public transactions terminated for cause or default.

Drug-Free Workplace:

During the performance of this agreement, the vendor agrees as follows:

- a. The vendor will provide a drug-free workplace for the vendor's employees.
- b. The vendor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. The vendor will state in all solicitations or advertisements for employees placed by or on behalf of the vendor that the vendor maintains a drug-free workplace.

- d. The vendor will include the provisions of the foregoing Sections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Ethics in Public Contracting:

By submitting their signed bids or proposals, all vendors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

eVA Business-To-Government Vendor Registration:

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. The Western Tidewater Regional Jail posts all Invitation for Bids and Request for Proposals on eVA. Participation is encouraged but not required.

Faith-Based Organizations:

The Western Tidewater Regional Jail does not discriminate against faith-based organizations.

Force Majeure:

The Contractor shall not be entitled to invoke the doctrine of Force Majeure to excuse performance of Services in the event of any strike or job action brought by the Personnel against the Contractor or any subcontractor. Further, in the event of other causes for failure or delay in rendering Services, or in the event of riots, lock-downs, disturbances, utility failures or any other emergency or cause beyond the reasonable control of the Contractor, the Contractor shall make all reasonable efforts to continue providing Services to the best extent possible under the circumstances. In the event that any reduction of Services is unavoidable, the parties shall meet as soon as practicable to prioritize the Services to be provided.

Foreign Business Entities:

During the term of the contract the contractor must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. Such status shall be maintained during the term of a contract. A contract entered into by a business in violation of the requirements is voidable at the option of the public body.

Hold Harmless Agreement:

The vendor shall indemnify and hold harmless the Western Tidewater Regional Jail Authority and its member cities: the City of Franklin, the City of Suffolk and the County of Isle of Wight, Virginia and their representatives from and against all losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered by reason of any act or omission of the vendor, its agents, servants, or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the Western Tidewater Regional Jail Authority and its member cities or their representatives in the defense of any claim or suit.

Informalities

The Regional Jail reserves the right to waive informalities in the proposals and to purchase any part of or the whole of the services listed.

Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this Contract violate (i) the provisions of the Federal Immigration Reform and Control Act of 1986, as amended and §40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens and (ii) the provisions of Federal and State employment and wage hour laws. The Contractor

shall include and enforce the language in the last sentence in every subcontract issued under this Contract and shall require the subcontractor to do the same.

Nondiscrimination of Vendors:

A bidder, offeror, or vendor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services or disbursements, the Regional Jail shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services or disbursements from an alternative provider.

Non-Appropriation Clause:

It is understood and agreed between the parties to any agreement resulting from this bid or request for proposal that the Regional Jail will be bound hereunder only to the extent of funds available or which hereafter may become available for the purposes of the agreement.

Non-Assignment Clause:

Bidder/offeror shall not assign, delegate or subcontract the award or any of its rights or obligations under it in whole or in part without the prior written approval of the Regional Jail.

Payments:

Invoices must be itemized and include the appropriate purchase order number. All correspondence received by the Regional Jail must include the appropriate purchase order number. Mail all invoices to:

Western Tidewater Regional Jail
Attention: Accounts Payable
2402 Godwin Blvd.
Suffolk, VA 23434

The Regional Jail is tax exempt. A certificate will be provided upon request.

The Regional Jail will pay promptly for completed and delivered goods or services by the payment due date.

Interest charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act of 1% per month. However, there will be no interest charged to the Western Tidewater Regional Jail Authority.

Within seven (7) days after receipt of payment, the vendor will:

- a. Pay any subcontractors for the proportionate share of the total payment received attributable to the work performed by the subcontractor, or
- b. Notify the Regional Jail and subcontractor, in writing, of his intention to withhold all or a part the subcontractor's payment with the reason for nonpayment

The vendor is obligated to pay interest to any subcontractor on all amounts owed by the vendor that remain unpaid after seven (7) days following receipt by the vendor of payment from the Regional Jail, except for amounts withheld in accordance with section 2 above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

The vendor shall promptly pay all suppliers and subcontractors. Failure to do so will result in payment to the Vendor being reduced by the amount owed to the subcontractor. Payment will be withheld until the Regional Jail receives notification that the supplier or subcontractor has been fully paid.

The vendor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements of this section with respect to each lower-tier subcontractor.

The Regional Jail will not be obligated to purchase or pay for services or equipment covered by this agreement unless and until they are ordered, delivered, installed and performed for the Regional Jail.

Records Retention:

The contractor shall retain, during the performance of the contract and for a period of seven years from the completion of the contract, all records, including computerized records, pertaining to the contractor's proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers, other reimbursement supported by invoices, ledgers, canceled checks, deposit slips, bank statements, journals, contract amendments, insurance documents, memoranda, correspondence. Such records shall be available on demand and without advance notice during normal working hours

Safety:

The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, but not limited to, the standards of the Virginia Occupational Safety and Health Administration (V.O.S.H.A) program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Occupational Safety and Health Administration (O.S.H.A.), the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality. The Contractor shall certify that all material supplied or used under this contract meet all O.S.H.A. requirements. Material Safety Data Sheets (MSDS) sheets must be available on-site for all chemicals used by the Contractor at the Regional Jail.

All Contractor's personnel and subcontracted personnel must comply with O.S.H.A. requirements regarding the training and proper use of Personal Protective Equipment (PPE), including but not limited to hard hats, gloves, goggles and harnesses.

Competent, qualified and authorized Contractor personnel must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures. Contractors not complying with these standards may be removed from the work site until appropriate safety standards are met.

It will be the sole responsibility of the vendor to ensure by whatever means, that all property and personnel will be protected from damage and injury. Any damage or injuries will be at the expense of the vendor.

Security:

All persons wishing to enter the facility must have a valid picture ID (Driver's License) and must log in at the lobby prior to being granted access to the facility. All persons and vehicles entering this facility are subject to search.

Contractors who are granted access to the facility must surrender the picture ID to the Lobby officer and pass through a metal detector before entering. At that time they will be given a visitor's badge. The picture ID will be returned when the visitor's badge is collected as they exit the facility. All contractors must be escorted at all times by a member of the Regional Jail staff.

All contractors' personnel will be uniformed with appropriate I.D. badges and/or cards at all times while on the grounds of the Regional Jail. The Regional Jail reserves the right to conduct background checks and deny access to the facility to any personnel for security reasons.

A tool inventory will be conducted upon entering and leaving the building.

Smoking or using any tobacco product is prohibited inside the Regional Jail building. Vendors may not have any tobacco products, matches, or lighters in their immediate possession while inside the security perimeter of the building.

Vendors also may not have cell phones or cameras inside the Regional Jail building.

The Regional Jail reserves the right to have a contractor's personnel or staff removed from the Regional Jail facilities or premises due to unprofessional or unethical behavior.

State Corporation Commission:

If the contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. All contractors must include in their bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror described above, that fails to provide the required information, shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services of the Commonwealth of Virginia or his designee or by the Superintendent of the Western Tidewater Regional Jail. Any business entity described above that enters into a contract with the Western Tidewater Regional Jail pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of section 2.2-4311.2 of the Code of Virginia.

Withdrawal of Proposals

An offeror may, without prejudice, withdraw a proposal submitted prior to the proposal closing date and time by requesting such withdrawal in writing before the time and date set for receiving the proposals. After the proposal opening, all proposals submitted shall be good and may not be withdrawn for a period of ninety (90) day calendar days.

In the case of an error, an offeror must submit to the Fiscal Officer his original work papers, documents, and materials used in the preparation of the proposal within two (2) days after the date fixed for the opening of the proposal. The work papers shall be delivered by the offeror in person or by registered mail. Such mistake shall be proved only from the original work papers, documents, and materials delivered as required herein.

Waiver:

No waiver of a breach or of any provision of this contract shall constitute a waiver of any other breach or provision. No modifications, change in, departure from, or waiver of the provision of this contract shall be valid or binding unless approved in writing by The Regional Jail Superintendent or his designee.

Warranty:

The contractor agrees that the products furnished under this contract shall be covered by the most favorable warranties given any customer for such products. This warranty will remain in place for the practical life of the product.

Instructions to Offerors

Pre-Proposal Conference:

The Pre-proposal Conference will be held at the Western Tidewater Regional Jail, 2402 Godwin Blvd, Suffolk, VA 23487 on Thursday, April 15, 2021 at 10:00 am. This is the offeror's opportunity to ask questions and to tour the facility. Please call in advance if you plan to attend the conference (757) 539-3119 ext. 527. All prospective Offerors are required to attend the Pre-Proposal Conference.

Inquiries:

Questions may be directed to Marissa Dickens, Executive Assistant, by email at dickensm@wtrj.org or by fax at (757)539-6409 no later than ten (10) working days prior to the closing date of the RFP. Any written correspondence, other than the proposal submission, should be sent to the Western Tidewater Regional Jail at 2402 Godwin Blvd., Suffolk, VA 23434 to the attention of Marissa Dickens.

Response Deadline:

All responses must be in a sealed envelope or package and clearly marked: "0001-04-2021 – Sealed Response –For Comprehensive Medical Services." All responses must be received no later than Friday, May 7, 2021 by 3:00 p.m., local time. Proposals may be delivered to the Western Tidewater Regional Jail Main Lobby between 8:00 am and 4:00 pm Monday through Friday (see address below).

Proposal Submission:

In order to be considered for selection, respondents must submit a complete signed response to this RFP. Six (6) copies of each response must be submitted to the address below:

Submit proposals to:

Western Tidewater Regional Jail
2402 Godwin Blvd.
Suffolk, VA 23434
Attention: Marissa Dickens
DELIVER TO ADMINISTRATIVE SECTION ONLY

FAX AND EMAIL RESPONSES WILL NOT BE ACCEPTED.

ALL RESPONSES MUST BE RECEIVED AT THE FRONT LOBBY TO BE CONSIDERED ON TIME.

It is the responsibility of the offeror to ensure that the completed proposal is delivered within the proper timeframe to the correct location. Proposals received after the specified time or to the wrong location within the Jail will not be considered.

Proposal Format:

The Offeror submits the following Proposal for Comprehensive Medical Services to The Western Tidewater Regional Jail in accordance with the Specifications, Terms and Conditions of this RFP and at the prices set forth herein.

The following information must be included in the written response:

A. General Instructions:

The offeror shall respond in writing to each requirement outlined in this RFP and present it in the required format by **Friday, May 7, 2021, no later than 3:00 p.m. local time**. In most instances, it will be sufficient to affirmatively acknowledge agreement with the stated requirements.

Any exception(s) should be specifically noted, explained and listed in the exception section of the Proposal.

An authorized representative of the company must sign, in live ink, the Signature sheet in the Request for Proposal.

All information requested should be submitted. Failure to submit all information requested, may result in the Western Tidewater Regional Jail requiring prompt submission of missing information. Proposals that are substantially incomplete or lack key information may be rejected by the Regional Jail. Unless so noted as an exception, all RFP provisions will apply.

All proposals shall be binding for a period of One Hundred Eighty (180) days from the date of submittal.

- B. Each offer shall consist of two (2) separate volumes. The two (2) volumes shall consist of Volume I, Cost Proposal. Volume II shall be the Technical Proposal. Offerors shall submit six (6) copies (Original copies must be clearly marked) of Volumes I and II, as indicated above under the proposal submission section. The original proposal and all copies are to be bound and should be identical.**

The cost proposal (Volume I) shall include all the following and be organized as follows:

Tab 1 – Contract costs as indicates in the same format as **Attachment 11** entitled “Proposed Pricing Form”.

This cost proposal must be signed. Cost shall be stated in terms of a contract year fee for each of the first three (3) years based on a maximum average daily population (ADP) of 750 inmates. For any months with an ADP of greater than, a per diem rate per inmate must be stated in your cost proposal.

Tab 2 – Offeror shall include cost estimates for the various components of cost from **Attachment 11**:

- Salaries
- Employee benefits,
- Contract fees,
- Medical expenses (outside facility for care and services),
- Medical supplies,
- Pharmaceuticals,
- Malpractice insurance and other insurance,
- Performance bond,
- Administrative costs,
- Taxes and licenses, etc.)

Totals for each category of cost should be included as supporting information.

Tab 3 – Include **Attachment 10** – Exceptions and Variations to the RFP. **Variations in this pricing structure will be considered, however, such variations must be clearly identified as either an exception or variation to the RFP on the Proposal Pricing Form**

The technical proposal (Volume II) shall include all other requirement of this request for proposal and shall be organized as follows:

Tab 1 – Required forms, documentation and signature page to include:

- (1) The Signature page
- (2) Addenda acknowledgement
- (3) Proof of authority to transact business in Virginia
- (4) Statement acknowledging compliance with all laws (Scope of Services # 12).
- (5) Statement affirming that the offeror attended the pre-proposal conference and toured the jail facility (e.g., medical clinic, medical administration, medical housing unit, intake screening area, housing units, security, etc.).
- (6) A statement confirming that the offeror sufficiently understands the working environment, equipment and security provided to meet the deliverables as outlined in this RFP.
- (7) A written notice listing the section(s) and page number(s) of all proprietary and confidential information (refer to “Confidentiality” section on page 35.
- (8) The offeror must provide copies of all licenses to do business in the Commonwealth of Virginia (e.g., State Corporation Certificate, Business License, etc.)
- (9) The offeror shall list all required certifications and identify the certifying authority, the name and phone number of the point of contact at the certifying authority, and any other identifying data.
- (10) Proposed staffing patterns (reference **Attachment 4**).

Tab 2 – Statement of Scope of Services:

State, in concise terms, the offeror’s understanding of the scope of services as presented in this RFP.

Tab 3 – Corporate Summary:

Each offeror shall provide the name, brief historical background of the company and a description of the corporation. Indicate the size of the firm by addressing the following information:

- (1) Number of employees employed by the corporation;
- (2) Annualized dollars of payroll;
- (3) Number of years in business;
- (4) Current contracts, contract numbers, date when awarded, size of contract;
- (5) A copy of the business entity’s latest Dunn & Bradstreet report and;
- (6) The offeror may include any management information which it feels is pertinent, such as the proposed organization to perform the work, and experience in similar or related fields.

Tab 4 – Key Personnel:

- (1) The offeror shall submit a list consisting of the names, title, and qualifications of key medical services staff as it applies to the offer to the extent that they can be presently identified. The offeror should provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract and;
- (2) The offeror shall include any management information which it feels is pertinent, biographical sketches of key personnel to be assigned to the work, proposed organization to perform the work, subcontract structure and principal components to be subcontracted, and experience in similar or related fields.

Tab 5 – Corporate History:

- (1) The offeror shall describe past performance and effectiveness in similar work as it relates to the requirements to be provided for in this contract;
- (2) The offeror shall describe its experience in providing and supporting the delivery of quality services for the requirements of this contract over an extended period of time;

- (3) The offeror shall list the types of similar work performed within the last three (3) years for all requirements to be provided under its proposal and;
- (4) The offeror shall provide a list of contracts that were either terminated prematurely or where the contract was not renewed. Provide a brief narrative describing the reason the contracts have not been renewed.

Tab 6 - References:

The offeror shall submit references, government and/or private sector, who can provide knowledgeable input about prior performance. The references shall include company name, address, contact name, title, phone number and email address. See price schedule attached for blank references form.

Tab 7 – Subcontracting:

- (1) Offeror shall describe the subcontract structure and principal components to be subcontracted;
- (2) If subcontracting is to be used, the offeror shall submit a list of those subcontractor personnel who will be assigned for direct work on the contract and the approximate time each will be devoting to work on the resultant contract;
- (3) The offeror shall describe the proposed subcontractor’s past performance and effectiveness in similar work. The offeror shall submit a list of the types of similar work performed by the subcontractor(s) within the last three (3) years. The offeror shall submit references, government and/or private sector, who can provide knowledgeable input about prior performance and;
- (4) The offeror should provide resumes giving the educational background, professional experience, and special qualifications of subcontractors providing services in accordance with this contract.

Tab 8 – Litigation History and experience:

Provide a list of all litigation the offeror has been or is currently involved in during the last three years. Include a brief narrative describing all cases that were settled and amounts of settlement.

Tab 9 – Financial Statements:

Provide audited financial statements which have been audited by an independent Certified Public Accountant (CPA) or CPA firm for a two year period. If the provider is a wholly owned subsidiary of another company or corporation, and does not possess audited financial statements, audited financial statements for the parent company/corporation and unaudited financial statements for the subsidiary for a two year period must be submitted. If the offeror is a public corporation, providing copies of official financial documents filed with the SEC will satisfy the requirements.

Tab 10 -Project approach:

Provide a detailed narrative of the understanding and methodology of the offeror’s management processes incorporating an understanding of the goals and criteria of the requested medical services and how the offeror intends to meet those goals and criteria;

Describe specific plans for providing the medical services including what, when and how the services will be performed. Include calculations, statistics and any other data or material presented in sufficient detail for each factor to be evaluated;

The narrative should include what the Western Tidewater Regional Jail would stand to gain by entering into a contract with the offeror and; A transition plan.

Tab 11 – Other Supplemental Information

Offeror may include sample reports, articles, newsletters and other information pertinent to this RFP.

*Variations to the RFP are invited; however, the variations must be identified and clearly labeled and listed in the Exception and Variation section of the “Proposal Pricing Form”, **Attachment 10**.

Evaluation of Proposals:

The MSC proposals will be evaluated by a committee consisting of representatives of the Regional Jail and other designated individuals, with the final decision resting with the Superintendent and/or the Western Tidewater Regional Jail Authority. Offerors are requested to be as complete as possible in their responses. However, the Superintendent or his representative may: (1) contact the offeror to clarify any response, (2) contact any current users of an offeror’s services, (3) solicit information from any available source concerning any aspect of the proposal, (4) seek and review any other information deemed pertinent to the evaluation process, and (5) use any information known by the evaluation committee members. The criteria used for determining the most advantageous proposal is listed below:

1. Responsiveness:

- The extent to which the proposed medical health care services meet the Regional Jail’s current and expected requirements, on schedule, as specified in this Request for Proposal;

2. Experience and Qualifications:

- The offeror’s qualifications, expertise, and experience in providing Comprehensive medical, dental and mental services in a correctional setting;
- The extent to which the proposed medical services meet the guidelines prescribed by the Commonwealth of Virginia Board of Corrections, the American Correctional Association, the National Commission on Correctional Health Care, and any other applicable local, state, or federal guidelines, rules, regulations, code, and/or laws. The MSC will acknowledge in its proposal that it is in compliance with all guidelines and laws cited above. Further references to the required certifications should also be made with a sufficient level of detail (e.g., identify the required certification, the certifying authority, the name and phone number of the point of contact at the certifying authority, and any other identifying data) to permit the evaluation committee to verify the certification;

3. Completeness of the proposal: Understanding of the requirements, familiarity with the area and content of the proposal, quality of response;

4. The offeror’s references from current clients/customers;

5. The qualifications, expertise, and experience of the professionals proposed by the offeror to subcontract to provide services for the offeror;

6. Cost and;

7. Any other pertinent criteria as determined by the Regional Jail Superintendent.

Selection and Evaluation:

The proposals will be evaluated and interviews scheduled with the selected offerors in accordance with the competitive negotiation method of selection for non-professional services as outlined in the Code of Virginia Section 2.2-4303. Thus, any responding firm may be requested to make an oral presentation. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Regional Jail will schedule the time and location of these presentations. Oral presentations are an option of the Regional Jail and may or may not be conducted.

The selection and evaluation procedures are as follows:

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Regional Jail shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to the offeror.

Should the Regional Jail determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The Regional Jail at its sole discretion reserves the right not to award the contract.

List of Attachments:

1. Medical and Dental Equipment Provided by the Regional Jail
2. Office Equipment Provided by the Regional Jail
3. Medication Administration Standards and Requirements
4. Sample Staffing
5. Health Services Report (Calendar Year)
6. List of Required Reports
7. Reference Form
8. Proposal Certification Form
9. Proof of Authority to Transact Business in Virginia
10. Exceptions and Variations Form
11. Proposed Contract Price Form

Attachment 1		
WESTERN TIDEWATER REGIONAL JAIL		
MEDICAL SERVICES RFP 0001-04-2021		
MEDICAL AND DENTAL EQUIPMENT PROVIDED BY THE REGIONAL JAIL		
DESCRIPTION		Total
Air compressor		
Autoclave, Midmark		
Blood drawing chair	1	1
Chair mounted dental delivery system		
Combi-cot		
Dental Assistant's stool		
Dental chair		
Dental light		
Dental vacuum-pump		
Dental x-ray		
Dental x-ray processor		
Dentist's stool		
Exam light with mobile stand		
Exam stool with castors	3	3
Exam table	1	1
Handicap step		
ID labeling machine for x-rays		
Intra-oral x-ray		
Lead x-ray vest		
Medical bed		
Bed Table		
Medication carts	3	3
Microscope w/optical corp timer		
Physician's scale	1	1
Procedure light with mobile stand	1	1
Sharps Container (wall mounted)	4	4
Wheelchair	2	2
X-ray viewing light		
Bathing Chair	6	6

Attachment 2		
WESTERN TIDEWATER REGIONAL JAIL		
MEDICAL SERVICES RFP 0001-04-2021		
OFFICE EQUIPMENT PROVIDED BY THE REGIONAL JAIL		
<u>DESCRIPTION</u>		<u>Total</u>
Charger, Multi-radio	1	1
Computer with monitor, keyboard	2	2
Desk, right pedestal, no return	3	3
Desk, double pedestal, no return	2	2
File cabinet 2 drawer, lateral	1	1
File cabinet 4 drawer, lateral	5	5
File cabinet 5 drawer, lateral	1	1
File cabinet 2 drawer, vertical	3	3
Workstation	1	1
File cabinet 2 drawer, vertical	3	3
Workstation	1	1

**Western Tidewater Regional Jail
Medical Services RFP 0001-04-2021
Medication Administration Standards and Requirements**

1. A medication order is to be transcribed by the MSC within eight (8) hours after the MD or midlevel provider writes the order.
2. The medication ordered is to be started within sixteen (16) hours from the time of the order.
3. All STAT medication orders must be transcribed and dispensed to the inmate within four (4) hours of the order.
4. The Medication Administration Record (MAR) shall have the name, dosage, frequency, date and time ordered by the MD for each medication to be administered.
5. The MAR shall include the legible signatures of all nurses administering medications.
6. Inmate refusals for medication shall be documented in the MAR (e.g., nurse initials shall be written and circled with a detailed description of why the inmate refused the medication on the flip side of the MAR) in accordance with policies and procedures established by the MSC.
7. A missed dose should reveal a blank box on the MAR for that dose and time with a documented explanation why the dosage was not given on the flip side of the MAR.
8. Any inmate refusing any prescribed medication for three (3) consecutive dosages or more than five (5) times within 30 days should be scheduled for a non-emergency appointment with provider within 72 hours.
9. All medications MUST BE crushed or floated in water (except where medically contraindicated and approved by physician order.) The nurse must monitor the inmate to ensure that they swallow the medicine by examining the inmate's mouth/cheeks after administration.
10. Medications are to be locked at all times when not in use (to include movement from one location to another.) Medication should never be transported on top of the medication carts. When medication carts are not in use they are to be stored locked in the pharmacy area.
11. Renewals of maintenance medications must be consistent, ongoing and not place the inmate's health at risk (e.g., inmate does not receive medications because the medication is out of stock and not available.)
12. Renewal of orders to dispense psychotropic medications requires that the inmate be re-evaluated by a psychiatric physician or midlevel provider prior to any renewal. This re-evaluation must be documented in the inmate's medical record.

**WESTERN TIDEWATER REGIONAL JAIL
MEDICAL SERVICES
CURRENT STAFFING**

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	HRS/WK	FTE	Salary/Range
DAY SHIFT										\$ PER HOUR
HEALTH SERVICES ADMINISTRATOR/RN	8	8	8	8	8			40	1	\$84,792.00
DIRECTOR OF NURSING/LPN	8	8	8	8	8			40	1	\$59,899.00
MEDICAL DIRECTOR/PHYSICIAN/MD		6			6		6	18	.45	\$15,000.00 per month average
NURSE PRACTITIONER/ PHYSICIAN ASST										
NURSE PRACTITIONER/ PHYSICIAN ASST (MENTAL HEALTH)										
PSCHIATRIST								40hours/month		\$8,000 per month average
MENTAL HEALTH PROFESSIONAL	23	16	23	16	23			101	2.5	\$50,620.00 to \$70,000.00 full time \$24.00 per hour part-time
SECRETARY/EXECUTIVE ASST.	8	8	8	8	8			40	1	\$48,934.00
MEDICAL RECPRDS SUPERVISOR	8	8	8	8	8			40	1	\$36,100.00
DENTIST								16hours/month		\$6,528.00
DENTAL ASSTANT/MA								16hours/month		Include in above price
OPTOMETRIST								As needed 4 hours monthly		\$500.00 per 4 hours
INFECTION CONTROL NURSE										
MEDICAL ASSISSTANT (3 per shift)	36	36	36	36	36	36	36	252	3	\$32,136.00 to \$33,101.00
LPN (2 per shift)	24	24	24	24	24	16	16	152	3.4	\$38,563.00 to \$50,377.00
NIGHT SHIFT										
LPN (2 per shift)	24	24	24	24	24	24	24	168	3	\$38,136.00 to \$50,377.00
MEDICAL ASSISTANT (2 per shift)	24	24	24	24	24	24	24	168	3	\$32,136.00 to \$33,101.00

**Western Tidewater Regional Jail
Medical Utilization Statistics**

2019	June	July	August	September	October	November	December
Daily Sick Call	2558	2304	2386	2308	2633	2606	3082
Segregation Screens	163	140	175	73	141	147	161
Trustee Screens	19	35	19	32	33	7	35
Diabetics	2149	1991	1667	1549	1749	1765	2108
LabCorp	29	38	44	41	20	16	32
Outside Med Appts	19	26	45	56	66	61	55
Hospital E/R	12	7	17	10	12	9	5
Hospital Admits	3	2	2	4	2	1	1
# Days in Hospital	12	45	9	11	23	4	5
Xrays	20	9	9	11	21	14	16
Dr. Taylor	111	140	132	90	137	79	111
Dental	38	32	27	28	27	25	28
Eye	0	0	26	5	10	3	0
Psych	92	111	67	93	94	107	82

2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Daily Sick Call	2627	1947	2549	2531	2400	2400	2000	1950	934	1089	1379	1416
Segregation Screens	192	124	154	134	106	100	180	137	132	133	130	133
Trustee Screens	30	16	24	23	23	13	15	15	17	38	21	9
Diabetics	1733	1420	1705	1552	1615	1639	1647	1609	1206	1619	1295	962
LabCorp	40	39	27	20	35	51	49	46	310	179	266	228
Outside Med Appts	45	58	48	16	31	73	73	33	15	16	27	25
Hospital E/R	7	8	9	2	5	9	9	2	8	6	4	4
Hospital Admits	2	1	1	1	3	3	0	0	2	0	2	1
# Days in Hospital	17	2	5	2	17	9	7	0	13	0	10	4
Xrays	7	21	22	22	10	11	13	17	11	10	13	11
Dr. Taylor	94	65	62	137	81	93	76	119	49	74	85	87
Dental	26	66	20	0	0	39	31	23	12	25	21	18
Eye	6	0	0	0	8	21	0	8	0	9	0	10
Psych	119	112	93	104	84	87	106	83	88	94	73	83

REPORTS/LOGS

<u>REPORT NAME</u>	<u>MINIMUM CONTENTS</u>	<u>FREQUENCY</u>	<u>RFP Sec#</u>
Non-emergency Medical Requests	Number of events Number of inmates Final disposition of each event MSC must maintain log or documentation for the following: Inmate name and number Description of complaint Date and time inmate examined by LPN, RN, PA/NP, MD Final disposition	weekly each Monday for previous week	Scope of Services 3.E
911 Calls	Reason for call Inmate name & number Final disposition	as occur within 24 hrs	Scope of Services 3.F
Emergency Medical Response Drills	Written documentation and critique reviewed by HSA.	Annual	Scope of Services 3.F
Emergency Medical Interventions	Inmate name and number Date and time of emergency service Date and time inmate last examined by a physician Current and final disposition	daily by 9am for previous day	Scope of Services 3.F
Emergency Medical Interventions Summary report	Number of events Number of inmates Final disposition of each event MSC must maintain log or documentation for the following: Inmate name and number Date and time of emergency service Date/time inmate last examined by a physician Current and final disposition	monthly by 5th of following month	Scope of Services 3.F
Infectious Diseases Reportable by Public Health Standards	Number of inmates Identification of infectious disease Final disposition MSC must maintain log or documentation for the following: Inmate name and number Date and time of diagnosis Description of infectious disease Date and time inmate examined by physician Date inmate transferred to isolation Final disposition	weekly each Monday for previous week	Scope of Services 3.H

<u>REPORT NAME</u>	<u>MINIMUM CONTENTS</u>	<u>FREQUENCY</u>	<u>RFP Sec#</u>
Medications Not Dispensed	Number of inmates who failed to show for pill pass Number of inmates who refused and signed written release for refusal Number of inmates who did not receive meds because meds not available MSC must maintain log or documentation for the following: Inmate name and number Date and time of missing doses Reason for missed medication Final disposition	weekly each Monday	Scope of Services 3.I
Medication/Medical Supplies Loss Report	Any loss, theft, or unauthorized removal of medications and/or medical supplies	immediately after event	Scope of Services 3.I
Inmate Complaints and Grievances	Number of complaints received Number of complaints resolved Number of inmates complaining Final disposition MSC must maintain log or documentation for the following: Inmate name and number Date and time complaint/grievance received Description of event Date and time inmate examined by physician, if applicable Final disposition	weekly each Monday for previous week	Scope of Services 3.P
Segregation Evaluation	Unusual findings (visible contusions, abrasions, Wounds)	Immediately	Scope of Services 3.T
First Aid Kit Inspection Report	List of kit locations Date of inspection Whether seal was broken Supplies restocked	monthly with invoice	Scope of Services 3.W
Off-Site Medical Service Costs for Inmates with Cumulative Costs of \$100,000 or more	Inmate name and number Monthly charges Cumulative charges Include inmates with potential costs of \$150,000 as well (if none, response required with invoice)	monthly with invoice	Scope of Services 4

<u>REPORT NAME</u>	<u>MINIMUM CONTENTS</u>	<u>FREQUENCY</u>	<u>RFP Sec#</u>
Infirmary RN Absence Report	RN position absent Reason for absence How position will be covered Number of hours without RN	Daily as occur	Scope of Services 7.E
Vacant Position Report	Positions by name Number of hours worked Number of hours minimum Number of hours below minimum Average salary	monthly with invoice	Scope of Services 7.E
Quality Assurance Program	Evaluation of compliance with MSC policies and procedures. Report monitoring results with documentation	quarterly	Scope of Services 9
Medical Services Required Utilization Activity Report	See Attachment 5	monthly with invoice by 10th of following month	MSC Requirements 3
Pharmacy Reports	Inventory reports Utilization/cost reports for all pharmaceuticals including all over-the-counter medications dispensed by the pharmacy Inmate drug usage profiles	monthly with invoice monthly with invoice monthly with invoice	Scope of Services 5

Note: The information to be provided weekly should be combined into one report
 Logs must be kept current and available for inspection at all times
 MSC is expected to respond quickly to requests from Superintendent for additional information

WESTERN TIDEWATER REGIONAL JAIL
RFP #0001-04-2021

References:

1. Company name: _____

Address: _____

Contact name and title: _____

Telephone number: _____ Email: _____

2. Company name: _____

Address: _____

Contact name and title: _____

Telephone number: _____ Email: _____

3. Company name: _____

Address: _____

Contact name and title: _____

Telephone number: _____ Email: _____

4. Company name: _____

Address: _____

Contact name and title: _____

Telephone number: _____ Email: _____

5. Company name: _____

Address: _____

Contact name and title: _____

Telephone number: _____ Email: _____

WESTERN TIDEWATER REGIONAL JAIL
PROPOSAL FORM
RFP #0001-04-2021

PROPOSAL CERTIFICATION AND SIGNATURE

The undersigned Offeror does declare that no persons other than the Offeror herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The undersigned further declares all the documents associated with this RFP have been received and that the specifications have been carefully examined and the Offeror is thoroughly familiar with its provisions and with the quality, type and grade of required services and materials. The undersigned affirms that Offeror has attended the pre-proposal conference and toured the jail facility and understands the working environment, equipment and security provided to meet the deliverables as outlined in this RFP. The undersigned further affirms that the failure or omission to review this RFP shall in no way relieve any Offeror of obligations with respect to this RFP. The submission of a proposal and signature below shall be taken as evidence of acceptance of the terms and conditions of this RFP, except as noted in the exceptions section of this form.

The undersigned certifies that any exceptions to the RFP specifications are noted in the exceptions section of this form. All specifications not noted thereon are as requested in the RFP. The undersigned also understands that any exceptions presented after the award, may be cause for cancellation of the award.

The undersigned certifies that this company is in good standing with the State Corporation Commission.

The undersigned also declares that the Company listed below agrees to conform to the RFP Terms, Conditions, and the Specifications including any addenda, and that the Company has the competence, business organization and financial resources to successfully perform the contemplated services.

The undersigned further declares and proposes to furnish services called for within the specified time in this proposal, except as noted in the exception section for the price stated herein, to wit:

Company Legal Name and Address:

-

Phone _____ Fax _____

Signature: _____ Date _____

Print Name: _____

Title: _____ email: _____

FEI/FIN No. _____

WESTERN TIDEWATER REGIONAL JAIL
RFP #0001-04-2021

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL IN ACCORDANCE WITH THE TERMS AND CONDITIONS, TITLED "STATE CORPORATION COMMISSION". FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

The undersigned offeror/bidder:

- is a corporation or other business entity with the following SCC identification number: _____ -OR-
PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's/offeror's out-of-state location) -OR-
- is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
- Check this box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver).

Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Superintendent or his designee. If this bid/proposal for goods or services is accepted by the Western Tidewater Regional Jail, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

EXCEPTIONS & VARIATIONS TO RFP
(Attachment 10 continued) Add additional pages as needed

	RFP Section #	RFP Page #

**WESTERN TIDEWATER REGIONAL JAIL
PROPOSAL PRICING FORM
RFP #0001-04-2021**

PROPOSED CONTRACT PRICE

Price is to include the provision of all services, labor, materials, equipment, insurance, licenses, and applicable taxes necessary for satisfactory performance of the contract. The methodology used in determining these prices should be included for information purposes as part of the proposal. The contract price will be the total all-inclusive price as listed below and should be based on the ADP of 750 inmates. Please breakdown price by cost for Medical Services, Dental Services, Mental Health Services and provide a Total all-inclusive price for the previous listed services (Medical, Dental, Mental Health). A per diem rate for monthly ADP in excess of 750 should be stated as well. No guarantees are given as to the inmate population. The Regional Jail reserves the right to add bunks to the facility if required.

Proposed Annual Contract Price Medical Services	First Year FYE 6/30/22	Second Year FYE 6/30/23	Third Year FYE 6/30/24
Total Contract Price for the Year	\$	\$	\$
Per Diem for ADP in excess of 750	\$	\$	\$

Proposed Annual Contract Price for Dental Services	First Year FYE 6/30/22	Second Year FYE 6/30/23	Third Year FYE 6/30/24
Total Contract Price for the Year	\$	\$	\$
Per Diem for ADP in excess of 750	\$	\$	\$

Proposed Annual Contract Price Mental Health Services	First Year FYE 6/30/22	Second Year FYE 6/30/23	Third Year FYE 6/30/24
Total Contract Price for the Year	\$	\$	\$
Per Diem for ADP in excess of 750	\$	\$	\$

Proposed Annual TOTAL ALL INCLUSIVE Contract Price	First Year FYE 6/30/22	Second Year FYE 6/30/23	Third Year FYE 6/30/24
Total Contract Price for the Year	\$	\$	\$
Per Diem for ADP in excess of 750	\$	\$	\$

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title