

**HENDERSON COUNTY DETENTION CENTER
380 Borax Drive
Henderson, Kentucky
REQUEST FOR PROPOSALS
ON-SITE
MEDICAL SERVICES PROVIDER
(FOR HEALTHCARE)**

ISSUE DATE: May 15, 2020

FINAL ACCEPTANCE DATE: Prior to 1200 hrs. cst on 27 May 2020

ACCEPTANCE LOCATION: HENDERSON COUNTY DETENTION CENTER
380 BORAX DRIVE, HENDERSON, KY 42420

Email questions pertaining to this RFP to: Jailer Amy Brady

abrady@hendersonky.us

FACILITY INFORMATION

Kentucky Department of Corrections Certificate of Occupancy:

Detention Center Main Jail: 466
Community Service Complex: 100

ADP 2019: 723

Current Housing / Program Contracts &/or Agreements include:

State of Kentucky	United States Marshals Service
Federal Bureau of Prisons	Volunteers of America
Weekend	Work Release
Substance Abuse Treatment	SAMAT

The Henderson County Detention Center (HCDC) requests proposals to provide medically necessary, comprehensive healthcare to inmates under the care, custody and control of HCDC to include but not limited to medically clearing arrestees presented to HCDC for intake acceptance and, at the request of the Jailer, screening persons for symptoms of communicable illness as needed.

The general scope of healthcare shall include, at a minimum, all: on-site professional health services, all mental health services including triage, basic dental care including extractions, laboratory services, radiology/radiography services, medical and office supplies and equipment, quarterly jail staff certification/training, and all administrative and clerical duties associated, re-pricing, negotiations, completion, entry, and submittal of paperwork as required for proper approval and payment, communication and organization to ensure accurate and complete financial and administrative accountability, all pharmacy services, and full records to include electronic medical records management.

Proposals are to be submitted for a contract to expire June 30, 2023. HCDC reserves the right to cancel the contract by giving the provider sixty (60) days written notice.

Proposals will be opened and reviewed May 27, 2020 @ 1400 hrs. CST. After review, proposals will be evaluated and an award, if any, will be made to the provider who best meets the requirements and is determined to provide the best, quality health care for HCDC.

The Provider must submit one (1) signed & original master (hardcopy) along with (1) electronic version in PDF format on a flashdrive or CD and five (5) signed duplicates (hardcopies) of their proposal for evaluation purposes.

Proposals must be in individual, sealed envelopes with the name and address of the Provider submitting the proposal identified on the outside of the envelope. In the lower left hand corner of each envelope prominently mark each envelope "**SEALED PROPOSALS: Inmate Health Care Services**" Failure to submit a proposal in a sealed, properly marked envelope may eliminate the proposal from consideration. Late, electronically submitted or facsimile proposals will not be accepted.

Providers are cautioned to verify their proposals before submission. Negligence on the part of the provider in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened. In case of error in the extension of prices in the proposal, the unit prices will govern. No proposal may be withdrawn for a period of sixty (60) days after scheduled time of receipt of proposals and all proposals submitted shall be binding for sixty (60) calendar days following the due date, unless the Provider(s), upon request of the county agrees to an extension.

HCDC reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by HCDC to be in its best interest. HCDC reserves the right at any time and for any reason to cancel this Request for Proposals, accept or reject

any or all proposals or any portion thereof, or to accept an alternate proposal. HCDC reserves the right to waive any immaterial defect in any bid. HCDC may seek clarification from any provider at any time and failure to respond promptly is cause for rejection.

HCDC reserves the right to accept any proposal, which is deemed the most desirable and advantageous from the standpoint of customer value, services provided, and concept of operations, even though such proposal may not, on its face, appear to be the lowest and best price.

Signature of this proposal by the Provider constitutes acceptance by the Provider of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. HCDC shall determine whether any exception is minor.

Please do not contact any HCDC staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the Providers submittal for consideration.

HCDC is not liable for any costs incurred in replying to the Request for Proposal.

Minimum Criteria used to evaluate Providers and proposals. The failure to meet any of the following criteria may, at the discretion of the Jailer, disqualify a proposal from further consideration.

The bidder must have at least three (3) years of continuous experience in administering correctional health care programs, and at least three (3) current contracts with separate agencies with correctional facilities of at least an average daily population of 600 inmates or more. In the determination of the evidence of responsibility and ability to perform the Contract by the Contractor, HCDC reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities and organization of the Contractor.

HCDC shall determine whether the evidence of responsibility and ability to perform is satisfactory and shall make awards only when it deems such evidence satisfactory. HCDC reserves the right to reject a proposal when evidence indicates the inability to perform the Contract by a Contractor.

Each Contractor shall provide a listing of all correctional facilities of at least 600 inmates or more at which the Contractor has or has had a valid contract to provide health care services at any time in the past five (5) years immediately preceding January 1, 2020 including the following information:

- Does Provider have a minimum of 3 years' experience delivering described medical services to an inmate population in facilities with a daily average population of at least 600 inmates?
- Name of facility, the year company won the Award
- Name and telephone number of the Director/Sheriff/Jailer.
- Capacity of facility, including infirmary, detox housing, mental health & treatment programs.
- Accreditation Status
- Number of Medical Full time employees including Mental Health staff
- Number of intake screenings per year
- Synopsis of any and all medical civil litigation cases from 2014-2020, including any dollar amounts paid
- List all jail contracts terminated prior to contract end date from 2015-2020
- List all contracts not retained through rebid from 2015-2020

Provider shall be the responsible party and the sole supplier, provider, and/or coordinator of all medical healthcare to include psych, dental, radiology/radiography, laboratory services and care for Henderson County Detention Center. The term "PSYCH" includes both "psychiatric and psychological care" (including Triage Services). This responsibility of medical & Psych care of an inmate commences with the review of the arrestee by the medical provider for acceptance or commitment of the inmate to the custody of the administration of Henderson County Detention Center and ends with the discharge (release) of the inmate from custody.

- a. Is the Provider qualified to diagnose and assess patients for alcohol and drug abuse to include possible overdose including opioid use disorder, addiction, and drug seekers for pleasure and is Provider qualified to develop, administer, and otherwise participate in Medication Assisted Treatment programs for inmates diagnosed with these disorders including opioid use disorder?
- b. Will all of Provider's personnel and subcontractor's employees be trained and in compliance with the Prison Rape Elimination Act (PREA) standards and guidelines?
- c. Does Provider agree to adhere to the Kentucky Jail standards, all rules, policies and procedures of HCDC, HIPAA as it pertains to a jail, the Federal Medical Co-Pay Act, and all contractual obligations/ requirements?

Proposal shall include a single point of contact to manage the overall inmate healthcare services for the Henderson County Detention Center and all costs associated with providing the minimum staffing as follows:

- Staffing of an agreed-upon, local, reputable licensed Physician as “Medical Director” who shall be the responsible medical authority for the Detention Center. The physician must be prepared to conduct inmate sick call and clinic to include minor outpatient procedures at the Detention Center a minimum of 1 day per week until the clinic list is exhausted and be able to render general medical care similar to that available in the community. Physician services must also include being “on call” to the Jailer and nursing staff 24/7 for necessary medical situations and to render necessary emergent medical care (IE: sutures, stitches, examinations) when necessary.
- Provide and maintain an experienced, professional and competent, agreed-upon full-time Medical Administrator 40 hours per week to oversee the daily operations within the department. The Medical Administrator will provide and assist with compiling records, obtaining, entering and submitting required information to ensure inmates are receiving the necessary proper care required and all HCDC contractual obligations are being completed as required
- Staffing of an agreed-upon, competent, professional, and proficient Nursing Supervisor who is, at a minimum, a Registered Nurse and can provide on-site nursing to include clinical management of the daily healthcare program. This on-site Nursing Supervisor must be assigned to the Detention Center a minimum of 40 working hours per week, on-call around the clock, and will be responsible for the overall management of the nursing and medication staff and will provide nursing services to the inmates.
- Staffing of a sufficient number of agreed-upon, competent, professional, and proficient Registered Nurses and Licensed Practical Nurses to provide adequate medical staff coverage of 256 staff nursing hours, as agreed upon by the Jailer. The Nursing staff hours do not include the nursing supervisor hours, mental health hours, dentist, physician, med tech, administrator or clerical hours. Nursing staff is to include but not limited to no less than a licensed nurse on site at the facility providing necessary and emergent medical care to the inmates 24 hours, 7 days per week. This nursing staff shall conduct sick call triage, order, inventory, set up, verify, properly document, and dispense (pass) medications, conduct medical screenings of arrestees / new intakes presented for acceptance, see any inmate who might need immediate medical attention, conduct all new intake screenings, history and physicals within 6 hours of intake OR immediately upon booking completion or notification by the booking intake officer for inmates is discovered to have a condition requiring medical attention at intake, with issues that require life sustaining medication, or inmates presented as being susceptible to a medical emergency (IE: overdose, intoxication, suicidal). It is the

preference of the Detention Center that Registered Nurses fill all nursing positions rather than LPNs if fiscally reasonable.

- Staffing of a Mental Health Professional to oversee the mental healthcare including triaging of inmates confined in the Detention Center. This Mental Health Professional must conduct mental health evaluations and treatment as often as the circumstances at the Detention Center require but must be on-site a minimum of 2 days (16 working hours) each week. This person must also be available after hours for consultation and mental health emergencies.
- Staffing of a Dentist for necessary, basic dental care including extractions on-site at the Detention Center as required but a minimum of 8 working hours per week.
- Provide and maintain certified, trained Med Aides or Certified Medical Assistants on-site no less than 40 hours per week. Duties shall include all required of a Med Aide or CMA only within the legal scope of practice & guidelines.
- Provide and maintain a professionally trained Med Clerk or Secretary no less than 40 hours per week and up to 60 hours each week as required by the workload. The professional, certified or trained Medical Clerk or Medical Secretary is to assist the medical services provider in making necessary appointments, entering billing information, processing reports, input of accurate information, updating and maintaining accurate records, and other duties as requested and within the scope of practice and guidelines required under the contract.

Henderson County expects high quality healthcare services consistent with and in compliance with Kentucky Revised Statutes, Kentucky Administrative Regulations, HIPAA as it pertains to jails, all federal laws and contractual requirements, and the National Commission on Correctional Healthcare.

Provider shall only utilize the services of qualified, licensed, certified and professionally trained healthcare staff. Provider shall be responsible for all costs associated with medical staff employed by or contracted with Provider. These associated costs include all recruitment, advertisement costs, professional dues, certifications, training, health benefits, retirement, unemployment insurance, worker's compensation, uniforms, professional and/or malpractice insurance coverage, general liability insurance, all local fees/taxes/licenses, legal representation, bookkeeping, payroll or other human resource issues.

Provider must operate the healthcare at the Detention Center in the most cost effective and efficient manner possible with complete reporting and accountability to the Jailer of Henderson County. This includes an open and effective relationship with the Approved Detention Center Command Staff and following the security guidelines set forth by Departmental Rules, Policies

and Procedures. Provider staff is also required to perform their duties in such a manner as to respect the rights of the inmates and provide care in an efficient and humane manner.

All scheduling will be mutually agreed to by the Provider and the Jailer. Any replacement of medical staff that are unavailable for work is the sole responsibility of the Provider and all medical staff is required to be submitted and pre-approved by the Jailer. Provider will ensure that each medical staff member is given an orientation, required training to include inmate manipulation and PREA, and a written job description covering facility operations and a delineation of employee responsibilities. Medical provider staff shall be given access to inmate arrest files and are required to keep all information confidential and follow agency policies and procedures regarding those files.

Provider shall also include in their proposal complete costs associated with the following general services to be performed on-site at the Detention Center:

- Intake Medical Screening for all arrestees and new intakes as they are entering into the Detention Center facility immediately following booking unless otherwise requested. Inmate Medical Screening includes but is not limited to list and description of any injuries/deforms, current medical conditions, vermin clearance, provide any required and necessary immediate medical treatment, clearance for communicable illnesses/diseases, verification of medication, drug/alcohol use exam and monitoring for detox, and mental health screening and triage. Also included, verification of required medical testing/procedures on all federal inmates presented for intake, which includes a yearly TB test.
- Within 6 hours of an inmate's arrival at the Henderson County Detention Center, Provider shall access, print and review the Receiving Screening form completed by booking on all new commitments. The intake screening review shall be conducted only by a licensed mental health or medical professional and should include all elements covered by Standard E-02 of the Standards for Mental/Health Services in Jails, 2018 Edition, published by the National Commission on Correctional Mental/Health Care (NCCHC), Kentucky state and all federal requirements. A standard form will be used for purposes of recording the information of the Receiving Screening and will be included in the medical record of the inmate.
- General Health Appraisals are required for any inmate who remains in the custody of the Detention Center 5 days. This general medical and mental health analysis should be based on standards set out by the Medical Association of Kentucky and the National Commission on Correctional Healthcare, Kentucky and Federal Laws, and should be conducted by a Registered Nurse (at a minimum). Provider shall perform and document a comprehensive, non-emergency, Physical (medical) & Mental Health Assessment on all inmates within 7 days of intake (or such other time as required by statute or controlling authority) of the arrival of the inmate at Henderson County Detention Center. Such assessment shall only be performed by a qualified mental and/or medical health professional.

- Chart reviews for accuracy & completeness, to include physician statements, orders, referrals, MARS, outside records, referrals for follow-up care as required, etc.
- Provider shall triage any medical requests upon receipt. Any medical (sick) requests requiring an exam or treatment are to be resolved within 48 hrs. of submittal unless further testing or appointments are required according to the Physician:
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- Provide sick call and clinic.
- Provide medical and mental health services to inmate housing units to include inmates segregated for any reason and inmates who are sick and/or injured that cannot be moved to the Medical Department.
- Respond to medical or mental health emergencies as needed.
- Provider shall supply all medical supplies, office supplies, office equipment, and disposal of medical waste products that are utilized to provide medical and mental health services as required:
- Provider shall prescribe, order, inventory, set-up, evaluate, provide and dispense all pharmaceuticals to inmates in their housing units as required; to include required charting for reference to include but not limited to ordering, distribution, discontinuation, refusal of all medications in the inmate files.
- Provider shall be financially responsible to include but not limited to supply all necessary equipment, software, staffing, files, supplies, etc...to create, manage and maintain an accurate electronic medical file record for every inmate encountered by medical staff. Medical records shall be maintained within the electronic medical records section of the Detention Center's Jail Management software unless otherwise agreed upon by the Jailer.
- Provider shall include in the proposal onsite services radiology/radiography
- Provider is responsible for obtaining, organization, maintenance of health and medical records and charting of information in a concise, professional manner.
- Provider shall participate in the development and implementation of mental health care protocols.
- Provider shall arrange and schedule all free services available through the health department and other governmentally funded agencies. This includes vaccinations, testing, exams, and education.
- Provider shall manage and provide close medical supervision of chronically ill, detox, suicidal, and medically segregated inmates and those assigned to the Detention Center's Infirmary housing area.
- Provider shall be responsible for coordinating all off-site healthcare services for inmates to include hospital services, specialty physician services, laboratory and other medical testing and diagnostics services and for obtaining the records from each visit to be made part of the inmate medical file.
- Provider shall provide a monthly report to the Jailer and Chief Deputy Jailers outlining an analysis of the healthcare services provided during the previous month in a mutually agreed upon format.

- Provider is responsible for entering all medical charges into the inmate trust accounts to include co-pays within 48 hours, submitting paperwork for approval, payment, and billing to any outside agency and contract agency as required, submitting paperwork to private insurance agencies for payment processing all claims to be paid at legal rate, negotiations of all financial terms with vendors and providers, must be willing to work with the current and any future medical billing/claims and stop loss insurance contractor and to provide them with all necessary information to effectively represent Henderson County's interest in the payment of all required inmate medical claims assigned to them.
- Provider shall supply the Henderson County Detention Center Finance Office with monthly statements of re-priced claims to include inmate name, jurisdiction of authority, service date, provider, services billed, original charges, negotiated charges, and cost savings no later than the 5th of each month.
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The proposal preference is that the medical provider all listed services:

In order to provide an efficient and effective healthcare program for inmates housed at the Henderson County Detention Center and ensure that safety and security is maintained, a direct line of communication must be maintained between any Provider, the Jailer, and Jailer's Approved Command staff. The healthcare provider is required to provide the Jailer and her designees with contact information for all management levels associated with the provider company. The initial and continued employment of any provider staff member or professional contractor shall be subject to the approval of the Jailer of Henderson County. Provider shall be required to complete background checks and drug screens on all medical staff assigned to the Detention Center and all staff of the Provider assigned to Henderson County are required to undergo a background check for security clearance prior to being approved to enter the secure area of the facility and annually. Provider is required to provide a copy of all current staff's licenses to the Jailer annually in January. The Detention Center specifically reserves the right to remove the security clearance for any medical staff member. Should security clearance be withdrawn the person will no longer be allowed to enter the secure perimeter of the facility.

Provider shall be required to provide statistical data on inmate healthcare issues to Jailer and her Command staff upon request and must be willing to provide quarterly training for first aide, CPR certification for Detention Center staff.

The Provider is the owner and custodian of all medical records during the contract; the provider shall immediately transfer custody of all medical records to the Jailer of Henderson County Detention Center if the contract is terminated for any reason.

Any proposal shall not include any of the following, which shall be the responsibility of the Jailer of Henderson County, contractual payment through the federal government, or the inmate:

- All costs associated with inmate transportation
- All costs associated with inmate security
- All costs associated with medical office and infirmary space at the Detention Center including all utilities, phones, internet connection, current medical equipment.
- Healthcare costs for inmates housed in other facilities
- Costs associated with any Elective Medical Care. Provider will not be responsible for the provision of elective medical care to detainees. For purposes of agreement, "elective care" means medical care that, if not provided, would not, in the opinion of the Provider's medical doctor or contract physician, cause the detainee's health to deteriorate or cause definite harm to the detainee's well-being.
- Costs associated with hospital inpatient or outpatient care
- Costs associated with off-site medical specialists or diagnostics except as described above
- Costs associated with county Emergency Medical Services and ambulance response

To ensure all proposals are adequately, equally evaluated, proposals should include, but are not limited to the following common basic information:

- A. Introduction and profile of the company with number of years in business and organizational structure.
- B. Complete contact information of references.
- C. Statement of how basic on-site and off-site services will be handled.
- D. Process utilized by Provider to recruit, screen, evaluate and develop their staff.
- E. Brief explanation of Financial Stability.
- F. Brief explanation of Electronic Medical Records Management through a JMS.
- G. Statement outlining Provider's Quality Assurance and Cost Containment strategies.
- H. Overall staffing plan for implementation at the Henderson County Detention Center.
- I. Brief explanation of Provider's Emergency Operations Plan.
- J. Statement of professional liability insurance coverage with limits of at least \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate under such

coverage. This insurance shall specifically cover provider and the services provided under this contract. Evidence of such insurance shall be presented to the County prior to the execution of the contract. Failure to maintain such insurance shall be grounds for immediate termination of this contract. Provider shall provide for indemnity to the Detention Center and County for claims resulting from all medical malpractice and/or directly the result of provision of medical care by provider and its employees.

- K. Provider shall provide a currently valued, three (3) years loss run relative to the Medical Professional Liability Claims for the Provider.
- L. Provide a list of lawsuits filed against your company between 2014-2020 that allege medical malpractice, denial of civil rights and/or breach of contract to provide medical services, including any settlements made (with or without filing a lawsuit) within the last five (5) years. Include the court name, case caption, docket number and synopsis of the lawsuit.
- M. Cost Proposals for onsite medical services including all medical staff, supplies, equipment, services outlined in this RFP in the form of
 - * Proposal (1) without a cost pool and
 - * Proposal (2) with a cost pool

***All proposals must contain a specific annualized price for a base population of up to an estimated daily average population of 725 inmates for all healthcare outline in the RFP and rendered under the contract. Any other exceptions to the specific price shall be stated, such as per diem charge for an increase or decrease in inmates of the average daily population above the base level. Breakdown cost options for each service may include a cost-pooling option.*

- N. Value-Added Services- Provide list of any "Value Added" services that are available to the Detention Center/County through the Provider.

The RFP will be available beginning May 15, 2020. The posting on the detention center website, county website, and online advertising will be for a period of no less than 10 days from that date.

The Jailer/Designee is be available for a walk through as requested and to answer questions from prospective providers. If you would like an opportunity to see the facility and for further clarification, please contact Jailer Brady abrady@hendersonky.us

This RFP is designed to set minimal requirements and some areas may be subject to enhancement and/or negotiation at the discretion of the Detention Center.

All documents submitted as part of the vendor's proposal will be deemed available to all parties subsequent to the proposal opening date and time designated on the front cover of the RFP. All applicable information will be subject to public disclosure in accordance with the Kentucky Open Records Statutes.

The contractor/provider shall be required to hold harmless, defend and indemnify Henderson County and its officers and employees from all claims of bodily injury, including death and property damage, arising from or alleged to be caused by the contractor's acts or omissions related to the performance of the contract.

Henderson County Detention Center reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities and to negotiate the best-qualified proposal if they deem it to be in the best interest of the County to do so. In addition, the County reserves the right to disregard all non-conforming, non-responsive proposals.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL: The bidder or provider hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement:
 - a. Filed Kentucky income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.
3. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by (Affiant) (Title)

of this ____ day of _____, 20____. (Company Name)

Notary Public [seal of notary] My commission expires:

Solicitation/Contract #:

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL: I. The bidder or Provider swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that: (a) Is organized and operated in the interest of individuals with severe disabilities; and (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature:

Printed Name

Title

Date

Company Name:

Address

Subscribed and sworn to before me by _____ (Affiant) (Title)

Day of this _____ day of _____, 20____. (Company Name)

Notary Public

[seal of notary] My commission expires;

