

LAKE COUNTY SHERIFF'S DETENTION CENTER

Administrative Service
551 West Main Street
Tavares, Florida 32778
(352)742-4054

PROPOSAL TITLE:

**INMATE HEALTH CARE SERVICES
LAKE COUNTY SHERIFF'S DETENTION CENTER**

Proposal Number: 1-572019

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LAKE COUNTY SHERIFF'S DETENTION CENTER
551 West Main Street
Tavares, Florida 32778

February 19, 2019

SUBJECT: Request for Proposal Number 1-572019

PROPOSAL TITLE: Inmate Health Care Services

CLOSING DATE & TIME: March 22, 2019 - 3:00 p.m. (E.S.T.)

PLACE: Lake County Sheriff's Detention Center
551 West Main Street
Tavares, Florida 32778

Proposals will be received until the time and date shown and portions thereof will be read aloud immediately thereafter at the "Place" indicated above.

Proposal Conference: February 26, 2019 at 1:00 p.m. at Lake County Jail Conference Room

PART A -

GENERAL TERMS AND PROVISIONS:

1. Six Proposals, one original and five copies, must be contained in a SEALED envelope/package addressed to: Lake County Sheriff's Detention Center Attn: Capt. Skott Jensen 551 West Main Street, Tavares, Florida 32778 To prevent inadvertent opening, please address mailing label clearly to Inmate Health Service Bid, with Proposal Title and bid opening date clearly stated on the proposal package. (This must be placed on the outside of the envelope.)

EXCEPTIONS TO SPECIFICATION

Offerors taking exception to any part or section of these specifications shall indicate such exceptions in their document. Failure to indicate any exceptions shall be interpreted as the offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals, unless specifically allowed in the specifications, are subject to rejection in whole or in part.

If our specifications, when included in our Request for Proposal, are not returned with your proposal, and no specific reference is made to them in your proposal, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, vendor's or manufacturer's specifications which accompany the proposal are intended to be a deviation from our specifications, such deviations must be specifically referenced in your proposal response.

2. The responsibility for sending the Proposal to the Lake County Sheriff's Office (hereinafter "Sheriff" or "County/Sheriff") on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County/Sheriff will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The vendor shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such Proposals shall be returned to the Bidder unopened with the notation, "This Proposal was Received After the Time Designated for the Receipt and Opening of Proposals".
3. Postponement of Date for Presentation and Opening of Proposals: The County/Sheriff reserves the right to postpone the date for receipts and opening of Proposals and will make a reasonable effort to give at least five, (5), calendar days' notice of any such postponement to each prospective Proposer.
4. Time for Consideration: Bidders warrant by proposing that the prices quoted in their proposal will be good for a period of ninety, (90), calendar days from the date of proposal opening unless otherwise stated. Vendors will not be allowed to withdraw or modify their proposals after the opening time and date.
5. Prices: All proposals submitted must show the net proposal price after all discounts allowable have been deducted. State sales tax and federal excise taxes shall not be included in consideration that the County is tax-exempt. The County will issue copies of our exemption certificates to the successful Bidder when requested. Price(s) quoted is/are F.O.B. Tavares, Florida.
6. Proposal Errors: When errors are found in the extension of the proposal prices, the unit price will govern. Proposals having erasures or corrections must be initialed in ink by the Bidder. Each page of the proposal and all attachments submitted shall be identified with the name of the offeror.
7. Proposal Obligation and Disposition: The contents of the proposal and any clarifications thereto submitted by the successful Bidder shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All proposals become the property of Lake County and will not be returned to the Bidder.
8. Laws, Statutes, and Ordinances: The terms and conditions of the Request for Proposal and the resulting contract or activities based upon the request for Proposal shall be construed in accordance with the laws, statutes, and ordinances applicable to Lake County. Where State statutes and regulations are referenced, they shall apply to this Request for Proposal and to the resulting contract.
9. Condition of Materials & Packaging: Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this proposal shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment and that prices included standard commercial packaging for the items shipped.
10. Claims: The successful Bidder will immediately replace missing or damaged items and will be responsible for making all claims against carriers.
11. When to Make Delivery: Deliveries resulting from this proposal are to be made during the normal

working hours of the Counties/Sheriff's Administrative Office. It is the Bidder's responsibility to obtain this information.

12. Manufacturer's Name: Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the County/Sheriff and such determination shall be final and binding upon all Bidders.
13. Information and Descriptive Literature: Bidders must furnish all information requested in the proposal. If specified, each Bidder must submit cuts, sketches, descriptive literature, and/or complete specifications covering the products/services offered. Reference to literature submitted with any previous proposal will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.
14. Proposal Submittal Costs: Submittal of a proposal is solely at the cost of the Bidder, the County/Sheriff in no way is liable or obligates itself for any cost accrued to the Bidder in developing the submitted proposal.
15. No Bid: If the receipt of this Request for Proposal is not acknowledged, Bidder's name may be removed from the bidder's mailing list.
16. Compliance with Occupational Safety and Health Act: The Bidder's shall comply with all Occupational Safety and Health Standards and all other applicable State and Federal Regulations, including but not limited to Regulations promulgated by the Board of Professional Regulation of the State of Florida. All material and equipment shall comply with standards promulgated by the American National Standards Institute (ANSI) or with the rules of the Food and Drug Administration under the Safe Medical Devices Act.
17. Offeror Investigations: Before submitting a proposal, each Bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representation made by the County/Sheriff that the Bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Bidder.
18. Additional Information: Any questions regarding this, the RFP, points of clarification, or request for additional information must be in writing and submitted to Capt. Skott Jensen Lake County Sheriff's Detention Center 551 West Main Street, Tavares, Florida 32778. to be received no later than 3:00 p.m. (E.S.T.), March 1, 2019. Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal amendment only and will be issued by the County/Sheriff. Potential offerors are cautioned that any verbal representations made by Lake County/Sheriff personnel or their representatives, which differ from any portion of the specification, shall not be relied upon unless subsequently ratified by a formal written amendment to this specification.

by the County/Sheriff or its appointed staff, of the Bidder for consideration of the services stated in this RFP.

- 19. Acceptance and Rejection: Lake County/Sheriff reserves the right to reject any or all proposals, to waive irregularities, if any, in any proposal, and to accept the proposal or proposals which in the sole and absolute judgment of the County/Sheriff or his appointed staff, is in the best interest of Lake County.
- 20. It is mandatory that Bidders attend the scheduled Bidder's conference and tour where services are to be provided to familiarize them with the scope of the effort required. Those not attending the mandatory Bidder's Conference will be disqualified from bidding on the request.
- 21. Sworn Statement on Public Entity Crimes: the sworn statement under Section 287.133(3)(a), Florida statutes on public entity crimes, which is a part of the Request for Proposal must be signed, notarized, and returned with the Bidder's proposal.
- 22. Specifications are attached.

LAKE COUNTY SHERIFF'S OFFICE

By  _____
Sheriff Peyton Grinnell
Lake County Sheriff

- 23. General Terms and Provisions outlined above are acknowledged. Our quotation is attached.

Date _____

Signed _____
Company Officer

Company Name

NOTE: THIS MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 23. EACH BIDDER PROPOSAL AND ANY CLARIFICATIONS TO THAT PROPOSAL SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE FIRM IN CONTRACT, EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, SHALL BE NOTED ON THE SPECIFICATION EXCEPTION FORM.

SCHEDULE OF PROPOSAL PROCESS

The following is a schedule of events concerning the proposal process. This schedule may be subject to change if determined necessary by the County/SHERIFF or its appointed staff.

<u>Event</u>	<u>Date</u>
Distribution of RFP	February 19, 2019
Tour & Bidders Conference	February 26, 2019
Questions due (3:00 pm Eastern)	March 1, 2019
Answers to Questions posted	March 8, 2019
Letter of Intent to Offer	March 12, 2019
Proposal Closing (3:00 pm Eastern)	March 22, 2019
Oral Presentations (if requested)	April 23, 2019
Contract Negotiations	May 21, 2019
Contract Start Date (12:01 a.m. E.S.T.)	July 1, 2019

PART B -

SPECIAL TERMS AND CONDITIONS

1. **General Requirements:** The purpose of these specifications is to solicit sealed proposals for the provision of health care services, health care personnel, and program support services of the Lake County Sheriff's Office. The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposer shall be responsible to submit technical proposal(s) based upon their design that will accomplish the intended purpose as set forth herein.

All questions about the meaning or intent of this Request for Proposal are to be directed, in writing by email and regular mail to:

Capt. Skott Jensen
Skott.Jensen@lcsso.org
Lake County Sheriff's Detention Center
551 West Main Street
Tavares, Florida 32778
Telephone: (352) 742-4040

Interpretations, clarifications and or additional information considered necessary by Lake County in response to such questions will be issued by addendum and mailed or delivered to all parties recorded by Lake County as having received the Request for Proposal. Questions received after the date of the Bidders' Conference will not be answered. Oral or other interpretations or clarifications will be without legal effect.

A tour of the jail facilities will be scheduled for February 26, 2019, at 1:00 p.m. (E.S.T.). Bidders will meet at the Lake County Jail main entrance, 551 West Main Street Simpson road, Tavares, Florida 32778. A Bidder's conference will follow the tour. The purpose of the conference will be to offer all interested parties the opportunity to discuss the proposal process, conditions of the Request for Proposal, and to answer additional questions about the current health delivery needs. Attendance is mandatory at this conference. Unofficial responses to verbal questions will be offered; however, any substantive questions will be addressed officially in written response.

All interested Bidders, who have attended the conference, must submit a "Letter of Intent to Offer" within fourteen, (14), calendar days of the Bidder's Conference. Failure to do so will result in rejection of the Bidder.

Any changes made to this Request for Proposal will be shared with all registered Bidders within six, (6), calendar days following the conference. All changes will be addressed officially in writing.

2. Scope:

- A. The Lake County Sheriff's Detention Center currently operates at one primary jail facility, with an additional Intake location, the South Lake District Intake Facility, which is located approximately 23 miles from the Main Jail in Tavares, FL at 15855 State Rd 50 Clermont, FL 34711.

LAKE COUNTY CORRECTIONAL FACILITY

B. Background Information

1) **LAKE COUNTY MAIN JAIL (LCJ)**

Lake County Main Jail is located at 551 West Main Street and has an authorized capacity of 960 inmates with the current population is approximately 850. Inmates are housed on multiple levels with extended corridor housing. A clinic/sick call area is located at the jail and currently provides a 30-bed infirmary. The Jail (LCJ) houses inmates of maximum, medium and minimum-security classifications as well as juvenile inmates with the jurisdiction of the County. Additionally, intake and booking requirements for Lake County's entire detention system are performed within this structure as well as at the South Lake District facility. All inmate health care screening will take place upon arrival to Booking at the Main Jail facility by a trained nurse.

At Lake County Jail, inmates with medical complaints are initially evaluated and triage by a registered or licensed practical nurse during sick call. Pursuant to standing order, minor treatment or over-the-counter medication may be recommended for the inmate by the registered nurse during this time. More problematic cases are referred for physical evaluation or follow-up. All inmates requiring infirmary care are transferred to the infirmary or hospital. A dental operatory and x-ray room are located at the facility. The dental equipment is provided by the County. The portable x-ray used at the Jail is provided by the present Provider through sub-contracted services.

The South Lake District Intake Facility averages 4 to 6 intakes per day, exception would be a planned "sting" operation which could yield 20 intakes. No inmates are housed at the South Lake District facility for more than 12 hours.

C. Facility Expansion Plans:

At present there are no expansion plans or additions under consideration by Lake County.

D. Philosophy of Administration:

Through a proposal process, a qualified health care provider will be selected to provide comprehensive health services to inmates in the custody of Lake County. The successful Proposer must provide a program that meets the general and unique needs of inmates housed in the Lake County Jail facilities. It is the philosophy of the County/Sheriff to

acquire a medical provider to maximize treatment and care of inmates within the detention facilities thereby avoiding unnecessary instances involving transportation, utilization of staff, and security risks by such movement, and to insure adequate and constitutional health care.

E. Price:

To assist with the determination of proposed contract price, bidders are instructed to use a population range of 820-925 inmates. The price is to include the furnishing of all professional services, labor, materials, equipment, insurance, licenses, and applicable taxes necessary for the completion of the work. The price should be in accordance with the details shown below. The methodology used in determining these prices should be included in the proposal. All expenses for medical equipment, as part of the contract proposal, felt necessary by the Bidder to provide health care as required in the RFP exceeding \$200.00 in price **shall be listed and priced separately** by each item and **not included** in the proposal price. At the end of the contract term all equipment that was in place and all that was purchased shall remain the property of the Lake County Sheriff's Detention Center.

PRICE SHEET

The proposed cost should include a detailed cost of the base contract which will include a population of 820-925. Listed separately will be the total for on-site services such as radiology, ultrasound, medical supplies, dental supplies lab, office expenses, printing, waste removal, minor equipment lease, licenses, dues and subscriptions, repairs and maintenance, computer supplies and support, seminars, telephone expense, pagers and cell phones. Pharmacy will be listed separately, and bidders will manage care, coordinate care, adjudicate claims, to include coordination with off-site care providers of all potential third-party payment resources, and pay all inmate off-site health care cost, to include Prior To Booking cost, monthly. The successful bidder will then submit an invoice to Lake County, on a quarterly basis, for all claims PAID by the bidder. See Section C Paragraph 21 for more details for pricing. The on-site costs, Pharmacy and off-site costs will all be invoiced to Lake County. The base price will be invoiced to the Lake County Sheriff.

F. Objective of the Request for Proposal (RFP):

- 1) To provide prospective Proposers data necessary for preparation of proposals.
- 2) To provide a fair method for objectively analyzing submitted proposals.
- 3) To result in a contract between the successful Proposer and the Lake County Sheriff's Office that will provide generally for the following:
 - a) Quality health services of inmates in the County Jail.
 - b) Development and implementation of a health care plan with clear objectives, policies and procedures that are compatible with those of the Lake County Sheriff's Office and Lake County, and with a process for documenting ongoing achievement of contract obligations.
 - c) Utilization of appropriate personnel in accordance with their scope of practice that are certified and licensed by the appropriate bodies as required in the State of Florida.
 - d) Administration leadership that provides for both cost accountability and responsiveness to the contract administrator, (County/Sheriff and or their designee).
 - e) Assurance that Federal, State, local and Florida Model Jail Standards, Florida Corrections Accreditation Commission and NCCHC requirements and standards of health care are met.
 - f) Continuing education of County/Sheriff staff.
 - g) A health care system that is operated in such a way that is respectful of inmate rights to basic health care.

G. Proposer Qualifications:

Proposals shall be considered only from firms who can clearly demonstrate to the County/Sheriff a professional ability to perform the type of work specified within the Request for Proposal. Proposers must be able to demonstrate adequate organization, systems, equipment, and personnel to ensure prompt determination of the evidence of responsibility and ability to perform the contract by the Proposer. The County/Sheriff reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The County/Sheriff shall determine whether the evidence of responsibility and ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The County/Sheriff reserves the right to reject a proposal when evidence indicates the inability to perform the contract by a Proposer.

3. Preparation and Submittal of Proposals:

- A. All proposals shall be signed in ink by the authorized principles of the firm.
- B. All attachments to the Request for Proposal requiring executing by the Proposer are to be returned with the proposal.
- C. Six Proposals, one original and five copies, are to be returned in a sealed container. The face of the container shall indicate the RFP number, time, and date of public acceptance, and title of proposal.
- D. Proposals must be received by Capt. Skott Jensen; no later than 3:00 p.m. (E.S.T.), March 22, 2019. Requests for extensions of this time and date will not be granted. Firms mailing their proposals should allow for normal mail time to ensure receipt of their proposals prior to the time and date fixed for the acceptance of the proposals. Proposals or unsolicited amendments to proposals, received by the County/Sheriff after the acceptance date will not be considered.

4. Evaluation of Proposals

An Awards Committee appointed by the Lake County Sheriff's Office will evaluate all proposals and make a recommendation to the Lake County Sheriff based on the below listed criteria, shown in order of importance. The Awards Committee shall decide its recommendation at a duly noticed public meeting pursuant to the Sunshine Law (Section 286.011 Florida Statutes).

The total possible scoring points in the rating of qualifications for all responses to the Request for Proposal equals 300 Points.

A. Proposer Qualifications - Total points possible under this qualification: 150.

This criterion will measure the ability of the prospective Proposer to successfully complete the contract as required. Consideration will be given to the following with points, or rating factors, applied to each. The sum of the individual factors will be the total given to this grouping.

- 1) Prior experience with correctional health care contracts should have a minimum of Five, (5), year's company experience in the direct delivery of health care services in a comparable jail environment and must meet minimum specifications. (20 Points)
 - 2) Capability to recruit and retain staff. (35 Points) Evaluated by current/previous clients.
 - 3) Financial Status. (20 Points)
Referenced from Providers, most current Income State and Balance Sheet. Required information.
- * NOTE: The certified Income Statement and Balance Sheet must be from the Company/Organization contracting with Lake County to perform services. Not a parent Company, Group Division, or Subsidiary.
- 4) Referenced and validated accounts. (15 Points)
 - 5) Organizational strength. (5 Points)
 - 6) Ability to manage the program (15 Points)
 - 7) Ability to start up the contract in accordance with Request for Proposal requirements. (25 Points)
 - 8) Experience in attaining and retaining NCCHC Medical Certification. (15 Points)

B. Completeness - Total points possible under this qualification: 100

- 1) Failure to provide information as required by the Request for Proposal will be noted

and may result in rejection of the proposal at the discretion of the County/Sheriff. (10 Points)

- 2) Price: All responses will be rated from zero high bid to the maximum rating factor for low bid as indicated for this item. (80 Points)
- 3) Acceptance of the Conditions: This criterion refers to the acceptance of the Proposer to the terms and conditions of the Request for Proposal. (10 Points)

C. Professional Merit/Program Quality - Total Points possible under this qualification: 50

Agreement to program specifications, soundness of the program and professionalism of the content will be evaluated by this criterion. This is to include such things as knowledge of the special problems of incarceration facilities and provision of health care and proper staffing in such facilities. In addition, soundness of approach and quality of the total program offered will be considered.

5. Method of Award

The Sheriff seeks to award this contract to the Proposer submitting the proposal that in the opinion of the Sheriff/County, best serves the requirements of the Lake County Sheriff's Detention Center. The successful proposal will be determined utilizing both price and evaluation criteria outlined in Paragraph 5 above. The County/Sheriff will make a Proposer selection within fifty, (50), calendar days after the closing date for receipt of proposals. Upon selection, the County/Sheriff will issue a Letter of Intent. Contract negotiations must be completed within thirty (30) calendar days or the County/Sheriff may elect to cancel the original Letter of Intent and issue another Letter of Intent to the next most successful Proposer. The finalized contract supersedes and controls over any conflicting provision in this RFP.

6. Terms of Contract

A. The contract shall cover a two (2) year and three (3) month period. July 1, 2019 through September 30, 2019 will be the first year, October 1, 2019- September 30, 2020 will be the second year and October 1, 2020 through September 30, 2021 will be the third year. Upon agreement, the contract may be renewed for two (2) additional one-year extensions based upon negotiations of service delivery and costs. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing and must be approved by the County/Sheriff and the agent of the Provider. Should a decision be made to increase the scope of the contract, the County/Sheriff and the provider will mutually agree, in writing, to an adjusted contract price. All payments are contingent upon Lake County appropriating sufficient funds for each payment.

B. Hold Harmless Clause

Proposals shall provide for the firm holding harmless the County/Sheriff and the representatives thereof: INDEMNIFICATION AND HOLD HARMLESS: The successful proposer shall agree to indemnify and hold harmless Lake County/Sheriff, and their agents, servants, employees, appointees, officers, administrators, successors or assigns from any and all claims, demands, damages, actions, causes of actions, suits, judgments, or liabilities

of any kind or nature whatsoever, asserted or sustained by any person or to any property including but not limited to compensatory, consequential, incidental or punitive, and further including any charges, expenses, attorney's fees or other costs incurred, which arise out of or derive from, in whole or in part, the performance of **any** services, duties, responsibilities pursuant to the Inmate Health Care Services Agreement. The aforesaid agreement to indemnify and hold harmless shall include the successful proposer's agreement to undertake at its own expense the defense of any such action, claims, demands, damages, actions, causes of actions, suits, judgments, or liabilities of any kind or nature whatsoever, brought against Lake County/Sheriff and its agents, servants, employees, appointees, officers, administrators, successors or assigns, which claims damaged allegedly resulting from, in whole or in part, the performance of any service, duty or responsibility included in or resulting from the Inmate Health Care Services Agreement. The agreement to indemnify and hold harmless shall include indemnity for acts or negligence on the part of Lake County/Sheriff, and its agents, servants, employees, appointees, officers, administrators, successors or assigns and shall not change the status of the successful proposer as an independent contractor nor waive or limit any rights of Lake County/Sheriff and its agents, servants, employees, appointees, officers, administrators, successors or assigns pursuant to Chapter 768, Florida Statutes.

C. Insurance

- 1) The successful Proposer shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this Request for Proposal:
 - a) Comprehensive General Liability
 - \$3,000,000 Bodily Injury and Property Damage per occurrence and \$5,000,000 aggregate for bodily injury and property damage with no annual aggregate on an occurrence form
 - Comprehensive General Form
 - Extended business Liability Endorsement
 - Products/completed Operations (to be provided for minimum of 24 months after completion of work)
 - Broad Form Contractual Liability
 - Personal Injury Liability
 - b) Comprehensive Automobile Liability
 - \$1,000,000 Combined Single Limits for bodily injury and property damage with no annual aggregate on an occurrence form
 - Statutory Uninsured Motorist Coverage
 - Hired and Non-Owned Coverage
 - Motor Carrier Act Endorsement
 - c) Professional Liability
 - \$1,000,000 per occurrence or claim made, with an annual aggregate of \$3,000,000, if claim made insurance is offered by the Bidder then a Tail Policy must be purchased to cover the Statutes of Limitations and Statute of Repose for filing of lawsuits in Florida. The bidder must provide annual proof of the “tail” policy for the period of the contract and through the Statute of Limitations of the State after the policy termination
 - d) Worker's Compensation and Employer's Liability
 - Statutory Coverage for Florida
 - Employer's Liability up to \$1,000,000
 - Broad Form All States Endorsement
- 2) Prior to commencing work under a resultant contract, the successful Proposer shall furnish County/Sheriff with a Certificate of Insurance naming Lake County/Sheriff as an additional insured, giving a Ninety, (90), day notice of cancellation, non-renewal, or change in the insurance coverage. Any cancellations or lapses of insurance affecting any jail (or Hospital) facility under contract shall be deemed a material breach.

D. Equal Employment Opportunity

The successful Proposer shall comply with all provisions of Federal, State, and local regulations to ensure that no employees or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap, or national origin.

E. Warranty Against Contingent Fees

The successful Proposer will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Proposer for securing business.

F. Subcontracts

Lake County Sheriff's Office Department of Detention and or its representative must approve, in advance, all subcontracts entered into by the Proposer for completing the provisions of this contract. The Proposer will not sell, assign, transfer, nor convey any of its rights except with the written consent of the County/Sheriff or its designee. All contracts for services and or activities subcontracted by the Proposer to meet the obligations of this RFP must be entered into and completed within thirty (30) days of the contract start date. After contract start date no subcontracted services and or activities contracted between proposer and subcontracted parties may lapse or remain unassigned more than thirty (30) days.

G. Security of Inmate Health Care Records

Medical and psychiatric records are of a confidential nature. The Proposer will agree to establish those procedures necessary to maintain the confidentiality of health care records as required by law. Also, it should be noted that the Lake County Sheriff currently utilizes CorrecTek as its Electronic Health Records (EHR) system and will require the selected inmate health services provider to either work with CorrecTek and be financially responsible for the costs associated with that which are currently \$8,640.00 annually, or to propose implementing an alternative EHR. If proposing a new EHR, the breakdown of any costs associated with the EHR must be included in the proposal. The Lake County Sheriff's Office is very interested in seeing alternatives to EHR.

H. Proposer Personnel

The Lake County Sheriff's Office may request replacement of any Proposer personnel believed unable to carry out the responsibilities of the contract and shall approve all appointments to the positions of administrator, medical directors, supervising nurses, and other Proposer personnel. Lake County Sheriff's Office reserves the right to evaluate all Proposer personnel selected to work at Lake prior to employment of the Proposer. All

Proposer personnel will be subject to a security/background check by the Lake County Sheriff's Office.

I. Proposer Cooperation

The successful Proposer shall, always, observe and comply with all Federal, State, local, and municipal laws, ordinances, rules, and regulations in any way affecting the contract. The Proposer shall maintain regular communications with the Corrections Director, or his/her designees, and shall actively cooperate in all matters pertaining to this contract.

J. Termination

County/Sheriff may terminate the contract resulting from this Request for Proposal at any time the Proposer fails to carry out its provisions. The County/Sheriff shall give the Proposer notice of such termination with stated reasons for the termination. If, after such notice, the Proposer fails to cure the conditions within the specified time contained in the notice, it shall be the discretion of the County/Sheriff to order the Proposer to stop work immediately and leave the premises or to reinstate the contract based upon corrective action. Either party may terminate the agreement, without cause, upon giving the other party not less than one hundred twenty (120) day's written notice of termination.

K. Failure to Perform

The services rendered under this contract will be critical to the mandated responsibilities of the Lake County Sheriff's Detention Center. Therefore, the Proposer will reimburse the County/Sheriff for all expenses incurred by County/Sheriff in providing services which are the responsibility of the Proposer. Such expenses shall be reduced from the monthly payment due the Proposer. In the event the agreement is terminated prior to its expiration, all finished or unfinished documents, studies, correspondence, reports, and other products prepared by or for the contractor under this agreement shall become the exclusive property of Lake County. Notwithstanding the above, the Proposer shall not be relieved of liability to the County/Sheriff for damage sustained by the County/Sheriff by any breach of the agreement by the Proposer.

L. Immunity from Liability

The successful Proposer agrees to indemnify and hold harmless the County/Sheriff, their agents, servants and employees from all claims, actions, lawsuits, judgments, or liabilities of any kind whatsoever deriving from acts or omissions of the Proposer, its agents or subcontractors.

The Proposer shall carry malpractice insurance with the limits set forth in their proposal, evidenced by additional insured endorsement adding Lake County/Sheriff and its officers and employees as additional insured.

Proposals shall provide for the firm holding harmless Lake County Sheriff and their representatives thereof: INDEMNIFICATION AND HOLD HARMLESS: The successful proposer shall agree to indemnify and hold harmless Lake County/Sheriff, and their agents, servants, employees, appointees, officers, administrators, successors or assigns from any and all claims, demands, damages, actions, causes of actions, suits, judgments, or liabilities of any kind or nature whatsoever, asserted or sustained by any person or to any property including but not limited to compensatory, consequential, incidental or punitive, and further including any charges, expenses, attorney's fees or other costs incurred, which arise out of or derive from, in whole or in part, the performance of any services, duties, responsibilities pursuant to the Inmate Health Care Services Agreement. The aforesaid agreement to indemnify and hold harmless shall include the successful proposer's agreement to undertake at its own expense the defense of any such action, claims, demands, damages, actions, causes of actions, suits, judgments, or liabilities of any kind or nature whatsoever, brought against Lake County/Sheriff, and their agents, servants, employees, appointees, officers, administrators, successors or assigns, which claims damage allegedly resulting from, in whole or in part, the performance of any service, duty or responsibility included in or resulting from the Inmate Health Care Services Agreement. The agreement to indemnify and hold harmless shall include indemnity for acts or negligence on the part of Lake County/Sheriff, and their agents, servants, employees, appointees, officers, administrators, successors or assigns and shall not change the status of the successful proposer as an independent contractor nor waive or limit any rights of Lake County/Sheriff and their agents, servants, employees, appointees, officers, administrators, successors or assigns pursuant to Chapter 768, Florida Statutes.

M. Payment for Services

Lake County/Sheriff shall pay the successful Proposer for provision of designated services during the term of the contract, in the amount of the proposal or the agreed upon sum, which shall be payable in equal monthly payments. Payment Term will be recorded by the County as Net 30 days. (The County/Sheriff will pay the successful Proposer within 30 days after the date of receipt of a correct invoice describing work reasonable and applicable to the contract.)

Under the pricing a "per diem" for inmate population above or below the stated yearly inmate population caps shall be allowed the provider also a per diem credit shall be allowed to the County/Sheriff for inmate population below the stated inmate population caps. The per diem charge allowed per inmate shall be derived from the inmate population cap per contract year 820- 925 inmates in the first second and third years. The use of a "per diem" figure is intended to establish a basis for pro-rating charges/credits payable to the successful Proposer/County /Sheriff in case of fluctuation in the jail population over/under 820-925 inmates in the first, second and third years.

Whenever the number of inmates average, per billing period, more than 925 first year, second year, or third year, the Provider shall be paid at a rate equal to the number by which the average of 925 is exceeded times the per diem rate times the number of days in the affected billing period.

Any additional compensation or credits to the County/Sheriff for inmate population of the Lake County Jail in excess or below the appropriate number of inmate's yearly cap of 820-

925 as stated, will be payable/credited to the Provider/Sheriff in the billing period following the billing period during which the population exceeded or was below the inmate cap for that year.

The inmate population shall be determined as of 4:30 a.m. (E.S.T.) every day of the contract term and the population for all the days in a billing period (month) divided by the number of days in the billing period (month) shall be the average population for that billing period's computations.

N. Third Party Reimbursements

Proposer will, where possible, seek and coordinate with off-site health care provider's third-party insurance reimbursement for inmate medical services performed by the Proposer or other outside Medical Services. The Proposer will share all documentation received on insurance of third party claims with the County/Sheriff. The contractor will make every effort and establish operation's procedures to routinely pursue all insurance claims, and other means of subrogation, for medical treatment provided.

The efforts to collect insurance information from the inmates upon booking and the successful performance by the Proposer to seek and collect third party payment for inmate health care services must be demonstrated and reported to Lake County Sheriff's Department of Detention and or its designee monthly. This responsibility will be closely monitored by the County/Sheriff to measure the compliance and success of the proposer.

O. Obligations of County/Sheriff

The County/Sheriff shall provide space, limited housekeeping, linens, laundering, facility fixtures, utilities, telephone service (excluding long distance charges), and security. The disposal of contaminated waste shall be the responsibility of the Proposer. Disposal of these wastes must be in accordance with all Federal, State, and local laws.

P. Public Information

Except for public records under Chapter 119 Florida Statutes, neither the Proposer nor the County shall publish any findings based on data obtained from the operation of a contract agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

The Bidder will provide the County/Sheriff with all requested information pertaining to the contract agreement/operation when requested in writing by the Lake County Sheriff's Detention Center or its designee. The information will be submitted in written form.

Q. Research

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without prior written consent of the County/Sheriff or conducted without prior written consent of the County/Sheriff or its designee. The conditions under which

research shall be conducted shall be agreed to by the Proposer and the County/Sheriff or its designee and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the participation of an inmate as a subject.

R. Compliance with National Commission on Correctional Health Care Standards

Proposer will provide health care services which meet or exceed the National Commission on Correctional Health Care Standards and will maintain medical accreditation for the facility by the National Commission on Correctional Health Care. The current inmate health services program is NCCHC accredited. The Provider will agree to pay Lake County/Sheriff in the amount of fifty thousand dollars (\$50,000.00) for liquidated damages fee if National Commission Accreditation is not maintained during contract period. Failure to meet or maintain medical accreditation shall constitute a material breach for contract termination.

S. Compliance with State Minimum Jail Standards

The successful Proposer will provide services which comply with the rules of the Florida Model Jail Standards, Florida Corrections Accreditation Commission and any future consent decree ordered against County/Sheriff concerning inmate health care.

T. Access to Management Information

The County/Sheriff shall have the complete and unlimited right to access all information maintained by Proposer which may be needed to insure compliance with the contract terms and conditions. The Proposer shall make available all records or data requested.

U. Permits and Licenses

All permits and licenses required by Federal, State, or local laws, rules and regulations necessary for the implementation of the work undertaken by the Proposer pursuant to the contract shall be secured and paid for by the Proposer. This includes NCCHC Certification cost. It is the responsibility of the Proposer to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

V. Equipment and Space Available

The Proposer is responsible for the purchasing of all medical/office equipment necessary to perform inmate health care. The Proposer shall be responsible for repair or replacement of all medical equipment, (Sheriff's or Provider's), used by any health care Provider's staff. In like manner, the Sheriff shall be responsible for any direct loss or damage to property or equipment of the successful Proposer caused by negligence of County/Sheriff employees.

The County/Sheriff has limited equipment available for use by the Provider during the contract term at the Provider's option. Any equipment used by the Provider shall be kept in operating condition at the expense of the Provider, who shall be solely responsible for

repair and maintenance of the equipment while it is in the care and custody of the Provider. All equipment below used by the successful Proposer shall revert to the Sheriff upon contract termination in its present condition, reasonable wear and tear accepted. Equipment may be inspected by the Bidders during the stated Bidders' Conference.

The existing Medical Section of the Lake County Sheriff's Detention Facility will be placed at the disposal of the Provider. All utilities and general structural maintenance of this area shall be the responsibility of the County/Sheriff. Special wiring, outlets, or other electrical work reasonably necessary to the operation of the Provider shall be at the expense of the County/Sheriff. Modifications requiring structural changes shall be at the expense of the Provider.

AVAILABLE EQUIPMENT

A list of Lake County Detention current health care equipment will be provided at the bidder's conference.

7. Specifications and Program Requirements

The successful Proposer will be expected to meet the following specifications and program requirements. This listing is not intended to be all inclusive but serves as a guideline with recommendation for the development of a health care program for the inmate population in the custody of County/Sheriff. This includes the responsibility for providing all primary medical, dental, and mental health services.

This responsibility includes, but is not limited to, medical screening, admission evaluation, sick call, infirmary care, hospitalization, all off-site services, ambulance transport, pharmacy services, medical clearances for intra- and inter-agency transfer, food handling and work clearances, the continuing care of identified health problems, detoxification, and emergency services.

The successful Proposer will provide comprehensive services which comply and meet the National Commission Standards for Health Services in Jail facilities, the Florida Model Jail Standards, the Florida Corrections Accreditation Commission, all constitutional decisions, and all Federal, State (including Health/Rehabilitative Services), and local laws and ordinances governing health care service delivery. Proposers are encouraged to elaborate on their specific plan for providing services.

Proposal shall include cost factoring and staff application based on the following schedule:

<u>Summary of Inmate Bed Space</u>	<u>Current Bed Space 2019</u>
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Lake County Correction Facility (LCJ)	960
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A.
Administrative Requirements

- 1) A singularly designated physician health authority (Medical Director), Psychiatrist for mental health services and a Dentist for dental services, all with responsibility

for assuring the appropriateness and adequacy of inmate health care.

- 2) A full-time Health Services Administrator and Director of Nursing with the authority to oversee the administrative requirements of health care programs, such as recruitment, staffing, data gathering and review, monthly reports of contract services activity as required by Lake County Sheriff's Detention Center, contracts, medical record keeping, and other management and clinical services.
- 3) Health Care personnel enough to provide appropriate medical services as outlined in this RFP. During the scheduled absence of the Director of Nursing, a Registered Nurse must be assigned to act as a Charge Nurse. A detailed staffing schedule will be required as part of the inmate health care proposal showing, by shift, all medical, mental health, dental and health care administrative positions indicating work schedules. Each position shall also have listed the hourly wage/contract fee and applicable benefit cost. Appropriate relief and vacation scheduling shall be required and indicated in the staffing plan for all positions. The current staffing plan is attached (Exhibit A). It is up to the bidders to propose the staffing plan they feel is appropriate for Lake County Sheriff's Detention Center. Lake County Sheriff's Detention Center would prefer RN staff conducting intake.
- 4) Copies of clearly defined written agreements or understanding for twenty-four, (24), hour service with hospitals, physicians, ambulance companies, and others involved in providing care to inmates will be provided to and approved by the Lake County Sheriff's Detention Center . All subcontracts of every nature are subject to the approval of the County/Sheriff.
- 5) Well defined operational policies and procedures to include, at a minimum, those required by the NCCHC standards, and in concert with Lake County Sheriff's Department of Detention policies and procedures necessary to specify the role of medical services in a jail setting and to provide a liaison between the medical and security staff.
- 6) A comprehensive annual statistical report will be forwarded to the Lake County Sheriff's Department of Detention. In addition, monthly and daily statistics will be required by site and in total:

a) **Monthly Statistics**

Narrative reports shall be submitted on the fifteenth (15th) calendar day of each month to Detention Director, Support Services Manager, and or the Contract Monitor with data reflecting the previous month's workload, to include:

- Inmates' requests for various services
- Inmates seen at sick call
- Inmates seen by physician
- Inmates seen by dentist
- Inmates seen by psychiatrist
- Inmates seen by psychologist

- Infirmery admission, patient days, average length of stay
- Off-site hospital and Emergency Room admissions and cost
- Medical specialty consultation referrals and cost
- Intake medical screening within four hours of booking subject to penalty
- Fourteen, (14), day history and physical assessments completed within 14 days subject to penalty
- Psychiatric evaluations
- Diagnostic studies
- Report of third-party reimbursement, pursuit, and recovery
- Percentage of inmate population dispensed medication
- Inmates testing positive for venereal disease and TB
- Inmates testing positive for AIDS or AIDS Antibodies
- Inmate mortality
- Number of hours worked by entire medical staff and staffing compliance to contract staffing levels
- Other data deemed appropriate by the Detention Director

Additional documentation supporting all off-site cost may be required if the County/Sheriff chooses to reinsure its off-site catastrophic exposure.

b) Daily Statistics

A narrative report for the previous twenty-four, (24), hours, capturing the following data shall be submitted to the Support Services Manager upon a daily basis prior to 9:00 a.m. (E.S.T.), to include:

- Transfers to off-site hospital emergency departments
- communicable disease reporting
- Suicide data (i.e., attempts and precautions taken)
- Report of status of inmates in local hospitals and infirmaries
- Staffing positions unfilled
- Submit completed medical incident report copies
- A list of lost medical files
- History and Physical and Medical Intake Screening status report

- 7) On a scheduled basis, the central administrative staff shall have documented monthly meetings with Lake County Sheriff's Department of Detention administrators to evaluate statistics, program needs, problems, and coordination between custody and medical personnel.
- 8) Documentation of health care staff roles in the jail disaster plan. The contract provider for medical services shall, in times of emergency or threat thereof, whether accidental, natural, or caused by man, provide medical assistance to the Lake County Sheriff's Department of Detention to the extent or degree required by Lake County Department of Detention policies and procedures.

B. Personnel Requirements

1) Staffing Schedule:

The proposal shall include a schedule showing the staffing coverage planned for the Lake County Sheriff's Detention Facility (LCJ), for a full week's period, with number and types of staff persons to be assigned for various shifts and days and the hourly wages and benefit cost the Provider plans to pay for each position. The schedule, (staffing chart) shall indicate the professional qualifications required to fill each organizational position, the expected extent of the use of "outside" Medical Doctors, including their specialties and frequency of visits to the Lake County Jail, and the number of "inside" medical professionals and other staff (MD, PA, RN, LPN, Paramedics, EMT, CNA etc.), including their estimated hours of on-site coverage. This staffing schedule shall be listed separately from the Body of the Proposal and be clearly designated as the Staffing Schedule.

Proposed staffing will be in accordance with positions required to properly, and in a timely manner, as indicated in this proposal and to meet NCCHC Standards, FCAC and Florida Model Jail Standards, fulfill all necessary inmate health care operations. However, final staffing for the delivery of medical services will be as mutually agreed upon by written contract between the Proposer and the Lake County Sheriff's Department of Detention.

- 2) Physician services must be enough to provide the required needs of the day and assure medical evaluation/follow-up within twenty-four, (24), hours of post nursing triage referral, (including weekends and holidays). In addition, twenty-four, (24), hour physician on-call services with availability for consultation and on-site needs system-wide is required.
- 3) Nursing services must be available to provide for the following:
 - a) Infirmary coverage always,
 - b) Intake screening on all inmates within four hours from time of admission subject to penalty,
 - c) History and physical on all inmates within fourteen, (14) days of admission subject to penalty beyond fourteen, (14), days,
 - d) Medications to be delivered three, (3), times daily or as indicated.
 - e) Sick call triage and follow-up daily,
 - f) Appropriate and timely responses to medical needs and emergencies and
 - g) Physician assistance services.
- 4) Sufficient clerical support staff must be available to support the medical contract.
- 5) Written job descriptions and post orders to define specific duties and responsibilities for all assignments at each facility must be available at each site.
- 6) Copies of staffing schedules encompassing all health care staff are to be posted in designated areas and submitted to the Detention Director, Support Services Manager, and Contract Monitor on a bi-weekly basis, with daily updates regarding changes.

- 7) The successful Proposer will be required to credit the County/Sheriff for the actual costs of service hours not provided by any medical staff or contracted medical services position from the initial date of non-service to the date of the staff position filled. For each medical classification governed by the staffing matrix of the successful bidder, a withhold from base compensation may be imposed by the Sheriff for any unpaid hours below total hours agreed to in the staffing matrix. In all cases, the successful Proposer's employees may be used to cover like positions when their credentials equal or exceed the credentials required for such a position. The successful bidder will provide the Sheriff or his representative with a monthly contract staffing compliance report showing all contract positions relative to the staffing matrix. Unfilled hours include those hours, which are not filled due to voluntary or involuntary termination or any other reason or incident resulting in the position being unfilled; except, unfilled hours will not include those hours not filled due to illness, holidays, vacation, personal leave or paid hours. If any positions remain unfilled more than 15 days for reasons of illness, annual or personal leave, starting on day 16 the Sheriff may request credit as set forth above. Per diem, temporary and agency hours monthly cannot exceed 15% of total worked FTE hours. If per diem, temporary and/or agency personnel usage exceeds 15% of the total hours provided according to the contracted hours, Lake County Sheriff may invoke a penalty of One Thousand Dollars (\$1000.00) per month of occurrence.
- 8) The successful Proposer shall provide the name, date of birth, local address, previous employment, social security number, and copy of driver's license for all employment applicants. Prior to County approval for employment, an applicant screening shall be conducted, coordinated with the Lake County Sheriff's Department of Detention, fingerprints and background check may be required. Applicable licenses and/or certificates for all professional staff must be on file with the Lake County Department of Detention prior to employment.

In addition, malpractice insurance must be on file **for all Physicians and Nurse Practitioners/Physician Assistants, Psychiatrist, Dentist and other professional or paraprofessional employees**, if applicable.

- 9) The successful Proposer shall provide a written plan for orientation and staff development/training appropriate to their health care delivery activity for all health care personnel. This plan must outline the frequency of continuing training for each staff position. Lake County Sheriff's Department of Detention employees shall be included in all appropriate educational offerings.
- 10) Provisions for pharmaceutical services to assure the availability of prescribed medications within eight, (8), hours of the order of issue being written and provisions for emergency pharmacy services within two, (2), hours. Pharmacy services consistent with State and Federal laws and/or regulations, monitored by a licensed qualified pharmacist must be maintained.
- 11) Recording the administration of medications in a manner and on a form approved by the health care authority, the Florida Model Jail Standards and FCAC to include

documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered, and the reason given.

- 12) Dental services enough to provide for emergency and medically required dental for inmates at jail facilities within a reasonable period must be available.
- 13) Coordination with the Detentions Facility Food Services Supervisor to ensure the provision of food service needs which include:
 - a) Menus planned for not less than twenty-eight, (28), days in advance and certified by a nutritionist.
 - b) Certified, modified diets available for inmates when ordered by the facility physician.
- 14) The Lake County Sheriff's Department of Detention may prohibit entry to any secure facility, or remove there from, any medical contract employee or subcontractor of the successful medical contract bidder who does not perform his/her duties in a professional manner.
- 15) The Lake County Sheriff's Department of Detention reserves the right to search any person, property, or article entering or leaving its facilities.

C. Care and Treatment Requirements

- 1) Provision for twenty-four, (24), hour a day emergency or immediate medical services to include on-site emergencies, transportation, and acute hospital services with one physician and appropriate health care providers.
- 2) In addition to twenty-four, (24), hour a day emergency service coverage, the hours for routine nurse sick call at each site shall be at levels which allow for all inmates needing medical services to be seen on the same day that they request such services, should the need arise outside the scheduled sick call rounds in the housing units.
- 3) Written manual of standardized policies and defined procedures approved by the health care authority and the Lake County Sheriff's Department of Detention must be reviewed at least annually and revised as necessary under direction of health care authority with approval of the Lake County Sheriff's Department of Detention.
- 4) Provision for necessary laboratory and x-ray services. All abnormal laboratory and x-ray results shall be reviewed and signed off by a physician with a follow-up plan of care outlined.
- 5) Development of a mental health program for evaluation, treatment and/or referral to include, but not be limited to the following:
 - a) When isolated for psychiatric purposes, inmates shall be examined by a physician or designee within forty-eight, (48), hours after confinement.

- b) Medical evaluation must support medical confinement of inmates based on risk of physical danger to self or others.
- c) Medical service must continue to provide follow-up care and treatment during the entire time an inmate is held in medical confinement on at least a three, (3), day per week basis.
- d) A physician or his medical designee will be responsible to determine when an inmate should be sent or returned to general population, with documentation in the medical record regarding these decisions.
- e) All inmates referred for mental health evaluation will receive a comprehensive diagnostic examination including a psychosocial history and mental status evaluation. This examination will include an assessment of suicidal risk, potential for violence, and special housing needs.
- f) Psychotropic medication will be used where appropriate. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All inmates placed on drug therapy will be seen within one, (1), week by the psychiatrist. Precautions to be followed will include:
 - 1) The psychiatrist will review the inmate's medical record to determine which medications the patient has been receiving prior to prescription of psychotropic medication.
 - 2) Prior to the prescription of psychotropic medication, inmates will be informed by a member of the mental health staff about the risks of taking such medication, in accordance with applicable standards of care.

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

All patients placed on medication will be evaluated for signs of toxicity. Blood pressure will be regularly checked, and drug levels monitored where appropriate with documentation of this information to be placed routinely in the inmate's record.
- g) Alcoholism services will be offered to those inmates who are referred to the program for mental health problems and, who also have mental health problems and, who also have alcohol related problems. These services will be provided by mental health professionals and psychiatrists and should include case findings, referrals, liaison work, and post release planning.
- 6) Development of special medical program which exists for inmates requiring close medical supervision, chronic and convalescent care needs. This section must

include specific guidelines for housing standards of these inmates. Requirements to be included are:

- a) Each inmate assigned this classification must have a written individualized treatment plan developed by a physician.
 - b) Inmates committed under the influence of alcohol or drugs must be separated from the general population and kept under close observation for a reasonable time.
 - c) Inmates with suicidal tendencies and those with a history of having seizures, as determined by medical authority, must be assigned to quarters that have close observation.
 - d) Pharmacological support care must be determined by a physician.
- 7) Lake County Sheriff's Department of Detention and medical and mental health staff shall share relevant information including, but not limited to, communicable disease and behavior problems/disorders.
 - 8) Define a program for meeting the special needs of the female population, e.g., pregnancy.
 - 9) The successful Proposer shall be responsible for operation of a Communicable Disease Unit.
 - 10) A written plan with specifics for provision of specialty health care services shall be followed.
 - 11) Provision for examinations and medical clearance for all inmate workers, trustees, Work Release inmates, inmates assigned to work programs outside jail facilities, prior to placement in the assignment. Inmate worker medical clearances must include:
 - a) Relevant past medical history, including communicable disease, heart problems, respiratory problems, allergies, back problems;
 - b) Questions for current signs and symptoms of illness;
 - c) Current vital signs, including blood pressure, pulse, temperature;
 - d) General examination for overall physical and mental health, with specific reference to (1) examination for evidence of communicable disease to include, but not to be limited to, skin problems such as rash, wounds, sores, boils, et cetera; and (2) heart and lung examinations;
 - e) Current test for tuberculosis;
 - f) Current test for Sexually Transmitted Disease;
 - g) Completion of trusty clearance form prior to inmate placement in such assignment.

- 12) Documented inmate health screening immediately upon arrival at the Lake County Jail (LCJ) facility must be based on structured inquiry and observation, performed by qualified health care personnel, twenty-four (24) hours a day, seven, (7) days a week.
- a) No unconscious person or a person who appears to be too seriously injured shall be admitted to the jail system. They must be referred immediately for emergency medical attention and their admission or return to the jail systems is predicated upon written medical clearance.
 - b) Receiving screening findings should be recorded on a printed form approved by the health authority and the Lake County Sheriff's Department of Detention and shall be provided by the vendor.
 - c) At a minimum, the screening must include inquiry into:
 - 1) Current illness and health problems including mental, dental, and communicable diseases;
 - 2) Medications taken and special health requirements;
 - 3) Use of alcohol and drugs, including types, methods, amounts, frequency, date/time of last use and history of problems related to stoppage;
 - 4) For females, a history of gynecological problems and pregnancies;
 - 5) A list of current health insurance available to inmates.
 - d) At a minimum, the screening must include the observation of:
 - 1) Behavior, including state of consciousness, mental status, appearance, conduct, tremors, sweating;
 - 2) Notation of body deformities, trauma, markings, ease of movement;
 - 3) Condition of skin and body orifices, including rashes and infestations, needle marks, or other indications of drug abuse;
 - e) Inmates must be medically cleared before they are sent to general population;
 - f) All new admissions/screening charts are to be reviewed and signed by the MD/PA/NP within twenty-four, (24), hours.
 - g) The Sheriff may assess the successful bidder, monthly, liquidated damages of One Hundred Fifty dollars (\$150.00) for each intake screening at the Jail not initiated within four (4) hours of notification of arrival at the Jail.

- 13) Each inmate shall be given a health appraisal, including a physical examination by qualified health care personnel within fourteen, (14), days after admission to the jail system, based on the criterion listed in the NCCHC, FCAC and the Florida Model Jail Standards.
 - a) The extent of the health appraisal, including physical examination, is defined by the responsible health authority, however, it will include at a minimum:
 - 1) Review of intake screening forms;
 - 2) Collection of additional data regarding complete medical, dental, psychiatric, and immunization histories;
 - 3) Appropriate laboratory and diagnostic tests to detect communicable disease (Sexually Transmitted Disease and Tuberculosis);
 - 4) Recording vital signs (height, weight, pulse, blood pressure, temperature);
 - 5) Physical examination with comments about mental and dental status. A gynecological assessment must be included for females;
 - 6) Review of physical examination and test results by a physician for problem identification;
 - 7) Initiation of therapy when appropriate;
 - 8) Other tests and examinations as appropriate.
 - b) The form used for the health appraisal must be approved by the facility physician and the Lake Department of Detention and shall be provided by the vendor.
 - c) The Lake County Sheriff's Department of Detention policy and procedure requiring a health appraisal must be contained in the standard operating procedures of the medical section.
 - d) Inmates referred for treatment because of the health appraisal must be seen the following day unless the provider making the referral orders them to physician sick call on another day.
 - e) The Sheriff may assess the successful bidder, monthly, liquidated damages of Two Hundred Dollars (\$200.00) for each Inmate Health Appraisal not completed within fourteen (14) days of booking.
- 14) Medical staff shall be responsible for all housekeeping duties in the infirmary except for the floors, bathrooms, and showers.

- 15) Medical staff shall respond to acute medical needs of the Lake County Sheriff's Department of Detention staff on duty and document services provided.
- 16) Inmates will not be allowed to provide any health care services, including record keeping.
- 17) Copies of all inspection reports shall be provided to the Lake County Sheriff's Department of Detention and Contract Monitor.
- 18) All outside medical consultations/treatment shall be coordinated in advance with the Lake County Sheriff's Department of Detention Transportation Section. No information, (time, date, etc.), is to be given to any inmate prior to being transported.
- 19) The successful Proposer shall be responsible for the disposal of all contaminated waste. This material must be removed from within the facility to a secured area and disposed of as required.
- 20) The successful Proposer shall be responsible for all cost associated with prenatal, delivery, and post natal care of pregnant inmates. The Proposer will not be held responsible for cost associated with infant care.
- 21) Unusual Costs/ Off- Site Health Care

Lake County requests the price proposals be submitted covering all outside inmate health care cost and Prior To Booking cost as outlined below. (As mentioned above, these costs will be billed to Lake County, not the Lake County Sheriff)

The Provider shall process/adjudicate and pay all costs to provide "off-site" outside the jail inmate health care services to include Prior To Booking costs. Onsite care will be the responsibility of the Provider as part of the base contract fee for inmate health care services. The Provider will be reimbursed the PAID cost on a quarterly basis by the County after receipt of all off- site care invoices and summary reports, by inmate name, showing location of services rendered, brief description of care provided, date of services, date of invoice received, amount billed, amount paid, payment check number and date of payment. The Provider shall be responsible for all inmate health care expenses incurred outside of the facility. This will include all expenses for inmate health care specific to injury and or illness effecting one inmate or more than one inmate during a monthly contract period to be reconciled at the end of each quarter with final reconciliation due from the provider One Hundred and Fifty (150) days after the end of the contract year. Any off-site inmate health expenses that are not able to be adjudicated and or paid by the contract Provider by the end of the 150-day reconciliation period must be noted to the County on an exception report no later than the 150-day reconciliation dead line.

The Provider shall keep the County informed by way of a summary report on the progress/status of the claim/claims noted from the exception report monthly.

D. Medical Records Requirements

- 1) A medical record consistent with State regulations and community standards of practice shall be maintained on each inmate who is booked into Lake County Sheriff Detention Center.
- 2) Individual health care records will be initiated and maintained for every inmate regarding medical, dental, or mental health services because of the inmate screening process, or for services rendered following assignment to a housing area. The Lake County Sheriff's Office utilizes CorrecTek as the Electronic Health Record (EHR) for use in the jail.

The successful bidder of this RFP for the inmate health care program, will be required to cooperate with CorrecTek, and responsible for the interfaces to CorrecTek, or the bidders may propose an alternative EHR and if so must specify the costs associated with the alternative EHR.

The successful bidder will be required to provide for customization of the EHR system, all their proprietary forms, procedures, policies, protocols, formularies and clinical procedures used by the inmate health care provider to perform their inmate health services obligations under this contract and that may be required to be copied/installed into the EHR system. The successful bidder for the inmate health care program at Lake County will be required to cooperate in the training and orientation of their staff of the EHR system as well as ongoing cooperation and assistance in the management/oversight/updating of the EHR system as it applies to daily use and application related to all the obligations outlined in this RFP.

The successful bidder shall also cooperate and aid Lake County in the development and implementation of software "linkage" between local health care providers and the jail EHR system. This is to include the linkage development between Lake County's inmate EHR system and the bidders for future purposes of claims management and billing of off-site and or onsite health care services as may be allowed by law. Any additional future cost associated with EHR Links or changes in the provider network will be the responsibility of the bidder.

- a) Inmates returning from outside hospital stays or clinic visits are to be seen by the MD/PA/NP staff. A note regarding this review with reference to follow-up in-house must be documented in the inmate medical record.
- b) The results of tuberculin tests shall be read and documented daily.
- c) Medical staff shall perform reviews, medical examinations, medical summaries or certifications as are necessary for intra-system transfers, Florida Department of Corrections transfers, food handling and work clearances which must be completed within twenty-four (24) hours from the time the names are provided.

- d) Medical summaries shall be prepared and sent with inmates being transferred to other correctional facilities other than Lake County.
- 3) The inmate health record shall include, but not be limited to:
- a) Intake screening form;
 - b) Health appraisal form;
 - c) Physician order/treatment plans;
 - d) Prescribed medications administered or not administered, date, time, and by whom;
 - e) Complaints of illness or injury;
 - f) Findings, diagnoses, treatments, and dispositions;
 - g) Health service reports;
 - h) Consent and refusal forms;
 - i) Release of information forms;
 - j) Inmate medical request forms;
 - k) Medical grievance forms;
 - l) Signature and title of each documenter;
 - m) Laboratory, radiology, and diagnostic studies;
 - n) Consultation, emergency room and hospital reports and discharge summaries.
- 4) Confidentiality of medical records will be assured. The medical and psychiatric records will be kept separate from the custody records. Data necessary for the classification, security, and control of inmates will be provided to the appropriate Lake County personnel. Medical records will be made available to Lake County personnel when required to defend any cause of action by any inmate against the County/Sheriff.
- 5) Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.
- 6) Information concerning any court or legal documents affecting inmates and the medical contract provider must be provided, in writing, to the designated Lake County representative in the Lake County Sheriff's Department of Detention prior to the close of the shift of service/receipt.

E. Quality/Assurance Requirements

A quality assurance program will be ongoing, consisting of regularly scheduled audits of inmate health care services with documentation of deficiencies and plans for correction of deficiencies.

The quality assurance plan shall include a provision for program monitoring and peer review on a semi-annual basis, the results of which shall be made available to the Lake County Sheriff's Director of Detention and designated County staff.

F. Financial Requirements

The successful Proposer will be responsible for all costs related to inmate health care services including, but not limited to:

- 1) Pharmaceuticals
- 2) Office and medical equipment to include dental, radiographic, emergency, examination room, etc.;
- 3) Ambulance services;
- 4) Personnel;
- 5) Required off-site emergency and non-emergency services (hospital, specialty services, dental, laboratory, radiology)
- 6) Prosthesis;
- 7) Eye care and glasses; and Dentures as required

The Bidder shall provide/Pay all eye care/eye glasses and dentures on a referral basis when it is deemed necessary by the Provider for the health and well-being of an inmate.

- 8) Forms, office supplies, books;
- 9) Sufficient copying equipment to support the contract;
- 10) Reimbursement for all long-distance telephone charges incurred using the County's telephone extensions;
- 11) Contaminated waste disposal.

G. Regular Reports to the Sheriff

- 1) The successful bidder shall provide to the Sheriff and County, and/or designee the following reports within the timeframe specified: monthly off-site report by the 20th of

the month for the prior month; monthly staffing reconciliation report by the 15th of the month for the month prior; the MAC packet (which includes the health statistical report, the population report, facility off-site report, dialysis report, pharmacy/HIV report, vacancy report and any additional agreed upon reports) by the 15th of each month for the month prior.

H. Sheriff's Correctional Healthcare Monitor

- 1) The Sheriff may designate a Correctional Health Care Monitor who will be his representative and who shall require the successful bidder to meet all contractual requirements; monitor the successful bidder's compliance and any corrective actions to resolve areas of non-compliance or deficiencies; recommend liquidated damages/penalties based on non-compliance and facilitate dispute resolution.

9. **EXCEPTIONS TO PROPOSAL:** All proposals must clearly and with specificity detail all deviations to the exact requirements imposed upon the Proposer by the General Terms and Provisions (Part A) and Special Provisions (Part B). Such deviations should be stated upon the Proposal (Part C) of appended thereto. Proposers are hereby advised that County/Sheriff will only consider proposals that meet the specifications and other requirements imposed upon the proposer by this package. In instances where an exception is stated upon the Proposal (Part C), said proposal will be subject to rejection by County/Sheriff in recognition of the fact that said proposal does not meet the exact requirements imposed upon Proposer by the General Terms and Provisions (Part A) and the Special Provisions (Part B).

10. **HEALTH CARE CONTRACT:** The successful Proposer must enter into a contract with Lake County, the terms and conditions of which must be acceptable to the County/Sheriff, whether addressed in this Request for Proposal or not. A tentatively selected health care Proposer that fails to meet the contractual terms of the separate needed contract shall be rejected. BID NO. 1-572019

11. The below table shows the current contracted staffing.

ROLL-UP										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS	Hrs/W	FTE
Health Services Administrator	8	8	8	8	8	0	0	0	40	1.0
Medical Director	8	8	8	8	8	0	0	0	40	1.0
ARNP/PA	8	8	8	8	8	0	0	0	40	1.0
Director of Nursing	8	8	8	8	8	0	0	0	40	1.0
RN - Charge	24	24	24	24	24	24	24	0	168	4.2
RN	8	8	8	8	8	0	0	0	40	1.0
LPN	88	88	88	88	88	88	80	0	608	15.2
Administrative Assistant	8	8	8	8	8	0	0	0	40	1.0
Medical Records Clerk	16	8	16	8	16	8	8	0	80	2.0
Psychiatrist	0	0	0	0	0	0	0	8	8	0.2
Mental Health Professional	8	8	8	8	8	0	0	40	80	2.0
Dentist	0	0	0	0	0	0	0	8	8	0.2

Dental Assistant	0	0	0	0	0	0	0	8	8	0.2
Total Hours / FTE	176	168	176	168	176	120	112	84	1,200	30.0

PART C -

BID PROPOSAL FOR INMATE HEALTH CARE SERVICES

Include as part of your bid proposal an overview of your company indicating the background of your general management and staff. Provide insight as to how you propose to begin your service to our facility.

The proposal shall include samples of all forms proposed to be used in the performance of the contract.

The proposal shall include an organization chart identifying specific areas of responsibilities of all staff members supported by job descriptions and qualifications of each staff member.

The Proposer shall include a list of all litigation that the firm is currently involved in and all damages, costs, and lawsuit settlements paid by the Proposer to a claimant or claimant's attorney in the last five (5) concerning negligence in performing inmate health care services..

We would expect to see reference to prior experience in this field along with documentation of staffing and personnel turnover.

We require a copy of your most recent audited financial Income and Balance Statement from your most recent fiscal year, along with proof of certification of your staff and State licensing reports for the past three years.

Please include, as part of the proposal package, a Statement of References Form (Financial and Business) which must be completed as part of your response.

The proposer understands that this Bid Proposal **must be signed** in ink, and that an **unsigned** Bid Proposal will be considered incomplete and subject to rejection by County/Sheriff.

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A) AND THE SPECIAL PROVISIONS (PART B), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

***** USE BLACK INK ONLY *****

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN
FOR THIS PROPOSAL TO BE CONSIDERED BY THE
LAKE COUNTY SHERIFF'S OFFICE DEPARTMENT OF DETENTION

EXCEPTIONS TO PROPOSAL: NOTE - ANY PRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE LAKE COUNTY SHERIFF'S OFFICE.

1. The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions (Part A) and the Special Conditions (Part B), upon which this Proposal is based, to wit:

PROPOSAL FORM

Proposal Title: INMATE HEALTH CARE SERVICES

Proposal Number: 1-572019

By signing this proposal, the undersigned Proposer affirms that said proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation providing a proposal of the same purpose, and that this proposal is in all respects fair and without collusion or fraud. The undersigned understands that this proposal must be signed in ink and that an unsigned proposal will be considered incomplete and subject to rejection by County/Sheriff.

THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING INSTRUCTION TO THE PROPOSERS AND THE SPECIFICATIONS, SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL. ALSO, THE UNDERSIGNED (PROPOSER), BY THE SIGNATURE EVIDENCED, AGREES TO INDEMNIFY AND HOLD HARMLESS LAKE COUNTY/SHERIFF AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) RESULTING OUT OF ANY ALLEGED INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS HELD BY OTHER AS ARISES OUT OF THE PROPOSER'S PERFORMANCE OF ANY CONTRACT AWARDED BY THE COUNTY/SHERIFF PURSUANT TO THIS PROPOSAL.

Mandatory bid requirement- Please provide a price/cost breakdown, using the line item categories as outlined below, for **each of the Three contract periods/years**. The program/cost applied to each of the categories by the bidders in the development of their price proposals listed below should be based on the cost for that category and that period in conjunction with the assumed inmate population for that period. The sum of the listed categories cost for each period should equal the total bid cost for that period .

COST CATEGORIES FOR EACH CONTRACT PERIOD ARE:

Employee Benefits and Salaries (list all positions by title, hours to work, wage per hour or contract fees, benefit cost per hour, use separate page if necessary but list total staffing cost for that period on this line.)

Contract Fees

Onsite Services to include office expense, printing, waste removal, minor equipment lease, dues and subscriptions, repairs and maintenance, computer supplies and support, seminars, telephone, pagers, cell phone, lab cost, ultrasound, radiology cost, medical supplies, dental supplies.

Offsite Services Cost (to include all hospital inpatient/outpatient/specialty lab/radiology/physician etc.)

Pharmaceuticals

Malpractice/General Liability Insurances

Any equipment over \$200

Administrative/General Operations Cost (please define in detail items and related cost)
Federal, State, Local taxes and Licenses

PRICING –

A. TOTAL COST FIRST YEAR
OF CONTRACT INCLUDING
EQUIPMENT

\$ _____

B. TOTAL COST OF SECOND
YEAR OF CONTRACT

\$ _____ -

C. TOTAL COST OF THIRD
YEAR OF CONTRACT

\$ _____ -

**TOTAL COST
FIRST TWO YEARS
THREE MONTHS**

\$ _____

A. TOTAL COST OF EQUIPMENT TO BE PURCHASED BY CONTRACTOR AT THE START OF THE CONTRACT

\$ _____

PLEASE ATTACH SEPARATE SHEET LISTING BY ITEM, MANUFACTURE TYPE, NUMBER PURCHASED, AND EACH'S COST OF MEDICAL EQUIPMENT IN EXCESS OF \$200.00 FELT NECESSARY TO PURCHASE BY PROPOSER IN ORDER TO PERFORM HEALTH CARE OPERATION.

The Proposal is hereby signed as of the date indicated by an official authorized by the Proposer.

Proposer:

By: _____ (SEAL)
Authorized Signature in Black Ink

Print Name of Signer

Title of Signer

Date Signed

Telephone Number

STATEMENT OF BUSINESS REFERENCES

Lake County

The following references are provided for your information and are available for contact.

- 1. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____

- 2. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____

- 3. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____

- 4. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____

STATEMENT OF FINANCIAL REFERENCES

Lake County

The following references are provided for your information and are available for contact.

1. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____

2. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____

3. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____

4. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____