REQUEST FOR PROPOSALS INMATE HEALTH SERVICES No. 2025-1

DUE DATE:Friday, January 31, 2025TIME:11:00 AM EDTRECEIPT LOCATION:Electronic Submission to:
Wanda Joyner and Susan Britt
wanda.joyner@pittcountync.gov
susan.britt@pittcountync.gov

Hard Copy Submissions to: Pitt County Sheriff's Office Attention: Wanda Joyner 124 New Hope Road, Greenville NC 27834

PRE-PROPOSAL CONFERENCE AND SITE VISIT:

DATE: Thursday, January 9, 2025 TIME: 10:00 AM EDT LOCATION: Pitt County Detention Center 124 New Hope Road, Greenville, NC 27834

PROCUREMENT CONTACT:

Wanda Joyner, Administrative Officer II <u>Wanda.joyner@pittcountync.gov</u> 252-902-2927

Contents

1	NOTICE OF ADVERTISEMENT	5
2	SUBMITTAL DETAILS	6
	2.1 PROPOSAL SUBMISSION DEADLINE	6
	2.2 PROPOSAL SUBMISSION REQUIREMENTS	6
	2.3 OPTIONAL PRE-PROPOSAL CONFERENCE AND SITE VIST	6
	2.4 PROPOSAL QUESTIONS	6
	2.5 PROPOSAL ADDENDUM	7
	2.6 COMMUNICATION	7
3	INTRODUCTION	7
	3.1 COUNTY	7
	3.2 PURPOSE	7
4	BACKGROUND	8
5	SCOPE OF WORK	8
	5.1 GENERAL REQUIREMENTS AND QUALIFICATION CRITERIA	9
6	SPECIFICATIONS / SCOPE OF WORK	12
•	6.1 EXAMINATIONS	
	6.2 RECEIVING/INITIAL PRELIMINARY SCREENING	
	6.3 COMPREHENSIVE HEALTH ASSESSMENT	
	6.4 TRIAGING OF COMPLAINTS/ SEXUAL ABUSE ALLEGATIONS/ USE OF FORCE INCIDENTS	13
	6.5 SICK CALL	14
	6.6 HOSPITAL CARE / SPECIALTY SERVICES/ MAJOR MEDICAL	14
	6.7 EMERGENCY SERVICES	14
	6.8 ANCILLARY SERVICES	14
	6.9 MATERNITY CARE	15
	6.10 SUBSTANCE USE SCREENINGS AND ASSESSMENTS	-
	6.11 MENTAL HEALTH SERVICES	15
	6.11.1 PSYCHIATRY SERVICE RESPONSE TIME FOR INMATE REQUESTS:	16
	6.11.2 PSYCHIATRY SERVICE RESPONSE TIME FOR SUICIDE WATCH DISCONTINUATION AND OTHER URGENT	
	MENTAL HEALTH EMERGENCIES:	-
	6.12 DENTAL CARE	-
	6.13 EYE CARE	
	6.14COMMUNICABLE DISEASE	17
	6.15 PHARMACEUTICAL SERVICES	
	6.16 SUPPORT FOR SPECIAL PROGRAMS	
	6.17 MEDICAL WASTE	
	6.18 MEDICAL AND OFFICE SUPPLIES	
	6.19STAFF AND PATIENT HEALTH EDUCATION	
	6.20 COMMUNICATION WITH INMATES	
	6.21 CONSULTATION SERVICES	
	6.22 STAFFING PLAN/ SECURITY CLEARANCE REQUIREMENTS.	
	6.23 SECURITY REQUIREMENTS	21

	6.24 VENDOR'S EMPLOYEE CONDUCT	.21
	6.25 INTRODUCTION OF CONTRABAND	.23
	6.26 ORIENTATION OF NEW EMPLOYEES	.23
	6.27 STAFF EVALUATIONS	-
	6.28 COLLABORATION / MEETINGS	
	6.29 JAIL MEDICAL PLAN AND NATURE OF THE DELIVERY SYSTEM:	.24
	6.30 EMERGENCY RESPONSE/DISASTER (COMPREHENSIVE) PLAN	.24
	6.31 POLICIES AND PROCEDURES	-
	6.32 REPORTING REQUIREMENTS	
	6.33 MEDICAL RECORDS / CONFIDENTIAL RECORDS / RECORD RETENTION.	.26
	6.34 DATA CONVERSION PLAN	
	6.35TECHNOLOGY AND DATA SECURITY SPECIFICATIONS	-
	6.36 DATA, DATA SECURITY AND OWNERSHIP REQUIREMENTS	
	6.37 PITT COUNTY PROPERTY	
	6.38 INSPECTION BY REGULATORY AGENCIES	-
	6.39 QUALITY ASSURANCE & QUALITY CONTROL PROGRAM	
	6.40 FAILURE TO PROVIDE PROPER QUALITY CONTROL	.29
	6.41 PERFORMANCE WORK STATEMENT:	
	6.42 CONTRACT MONITORING & COMPLIANCE WITH CONTRACT REQUIREMENTS	.32
	6.43 PERFORMANCE EVALUATION MEETINGS	.32
	6.44 WRITTEN NOTICE OF CONCERN	.33
	6.45 ISSUE RESOLUTION AND PENALTIES REQUIREMENT	.33
	6.46 INVOICING AND INSPECTION OF SERVICES	.34
	6.47 NO ASSIGNMENT	.34
7	DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS	34
	7.1 TERMS OF SUBMISSION	
	7.2 PROPOSAL FORMAT	.35
	7.2.1 SECTION A – COVER LETTER/ EXECUTIVE SUMMARY	.36
	7.2.3 SECTION C – PROPOSED OBJECTIVE AND MANAGEMENT SUMMARY	
	7.2.4 SECTION D – PROJECT TEAM AND SERVICE IMPLEMENTATION PLAN	.38
	7.2.5 SECTION E - STAFFING / PERSONNEL:	.39
	7.2.6 SECTION F - PROGRAM SUPPORT SERVICES:	
	7.2.7 SECTION G - EXCEPTIONS:	.40
	7.2.8 SECTION H – REFERENCES:	.40
	7.2.9 SECTION I – COST PROPOSAL / PRICING METHODOLOGY	.41
	7.2.10 SECTION J – REQUIRED FORMS	.42
	7.3 SELECTION PARTICIPANTS	.43
	7.4 EVALUATION SELECTION PROCESS	.43
	7.5 AWARD PROCEDURE	.44
	7.6 CONFLICT CERTIFICATION	.45
8	GENERAL CONDITIONS AND REQUIREMENTS	
0	8.1 TERMS AND CONDITIONS	
	8.2 CONTRACTUAL OBLIGATIONS	
	8.3 SUB-CONTRACTOR/PARTNER DISCLOSURE	
	8.4 FUNDING	
	8.5 EXCEPTION TO THE PROPOSAL	
	U.J. LACLETIUN TO THE EROPUSAL	.40

8.6 MODIFICATION OR WITHDRAWAL OF PROPOSAL	46
8.7 EQUAL EMPLOYMENT OPPORTUNITY	47
8.8 LICENSES	47
8.9 E-VERIFY	47
8.10 DRUG-FREE WORKPLACE	
8.11 INSURANCE	
8.12 INDEMNIFICATION	50
9 APPENDIX A – PROPOSAL REQUIREMENTS CHECKLIST	50
10 APPENDIX B – PROPOSAL SUBMISSION	57
11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION	
12 EXHIBIT A – JAIL MEDICAL PLAN	

1. NOTICE OF ADVERTISEMENT

Pitt County, North Carolina Request for Proposals No. 2025-1 Inmate Health Services

Both Electronic and Paper proposals shall be required. Proposals will require receipt by January 31, 2025 at 11:00am EDT and shall be emailed to:

wanda.joyner@pittcountync.gov and susan.britt@pittcountync.gov

Paper submissions shall only be accepted in conjunction with the mandated electronic format. Paper copies of the electronic submission can be sent to:

Wanda Joyner Pitt County Detention Center 124 New Hope Road Greenville, North Carolina 27834

An optional Pre-Proposal Conference and Site Visit will be held on Wednesday, January 15, 2025, at 10:00 AM EDT at the Pitt County Detention Center, 124 New Hope Road, Greenville, NC 27834. Representatives from Pitt County will be on hand to give a brief overview of the project and to answer questions. Attendance at this pre-proposal conference and site visit is optional.

Pitt County, for the benefit of the Pitt County Sheriff's Office (PCSO), is soliciting proposals from experienced and qualified healthcare vendors to provide comprehensive medical, dental, and psychiatric health services to persons in the custody of the Pitt County Detention Center (also referred to as "PCDC, PCSO Jail" or "Jail") located at 124 New Hope Road, Greenville, NC 27834.

Copies of the solicitation may be obtained from the locations listed below:

- 1. Download the Documents from the Pitt County website: Pitt County Open Bids
- 2. Download the Documents from the State of North Carolina eVP website: <u>North Carolina Electronic</u> <u>Vendor Portal - Solicitations (Search County of Pitt)</u>.

All questions or requests for information about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page, Wanda Joyner. Deadline for questions or request for information is Wednesday, January 22, 2025 at **4:00 PM EDT**.

Pitt County reserves the right to reject any or all proposals, to waive technical defects and to make such selection deemed in its best interest.

Pitt County reserves the right to award to multiple vendors.

Offerors are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

2.1 PROPOSAL SUBMISSION DEADLINE

All electronic and paper copies of the Proposal Submittals are to be received by the Pitt County Sheriff's Office, no later than <u>11:00 AM EDT on January 31, 2025</u> per the instructions below. Any submittals received after this date and time may be rejected.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal package <u>must be signed</u> by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

There is no expressed or implied obligation for Pitt County Office of the Sheriff to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Pitt County reserves the right to reject any or all proposals, to waive technicalities, to make such selection deemed in its best interest, to cancel this solicitation and to award to multiple vendors.

2.3 MANDATORY, PRE-PROPOSAL CONFERENCE AND SITE VIST

An optional Pre-Proposal Conference and Site Visit will be held on <u>Wednesday, January 15, 2025, at</u> <u>10:00 AM EDT.</u> Representatives from the PCSO will be on hand to give a brief overview of the project and to answer questions. The pre-bid conference will include a tour of the detention facility. The following items are prohibited inside the Detention Center: weapons, lighters, revealing clothing, open toe shoes, visual gang signs, illegal drugs or alcohol.

2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before <u>Wednesday, January 22, 2025, at 4:00 PM EDT</u>. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by e-mail to Wanda Joyner, Administrative Officer II at <u>wanda.joyner@pittcountync.gov</u> by the deadline shown above. The email subject line should identify the proposal number and project title.

All questions and answers may be posted as addenda on <u>Pitt County</u> and/or <u>North Carolina Electronic</u> <u>Vendor Portal - Solicitations</u>.

2.5 PROPOSAL ADDENDUM

The County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this RFP, or any other documents provided by Pitt County, the Offeror should immediately notify the Procurement Contact of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on <u>Appendix C – Addendum and Anti-Collusion</u> form.

2.6 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses, or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision may give cause for the County to reject a Company's proposal.

3. INTRODUCTION

3.1 COUNTY

The County (estimated population 178,000) is located in the eastern coastal region. The County provides its citizens with a full array of services that include public safety, human services, cultural and recreational activities, and general government administration.

3.2 PURPOSE

Pitt County, for the benefit of the Pitt County Sheriff's Office (PCSO) is soliciting proposals from experienced and qualified healthcare vendors to provide comprehensive medical, dental, and psychiatric health services to persons in the custody of the Pitt County Detention Center (also referred to as "PCDC, PCSO Jail" or "Jail") located at 124 New Hope Road, Greenville, NC 27834. Qualified healthcare providers are invited to submit conforming proposals to deliver requisite healthcare services at the PCDC in conformity with this Request for Proposal (RFP), applicable law, policy, and regulations.

This Request for Proposal sets forth the required services, including comprehensive on site medical, dental, and mental health care services, including x-rays, laboratory, and prescription drug services, all qualified health care professionals necessary to maintain 24- hour, 7-day-a-week services, and the management of all related services including third party administration and payment of off-site medical services provided by local health care providers. Proposals should be based on a projected Average Daily Population (ADP) of 400 and include cost structure for scaling services to a higher or lower number of inmates.

4. BACKGROUND

The Pitt County Detention Center (PCDC) is a 604-bed facility that houses local inmates. PCDC is a onestory facility with twenty separate housing blocks that contains three medical exam areas.

The Pitt County Detention Center had ADP averages as follows for fiscal years:

2021-2022355 inmates2022-2023337 inmates2023-2024355 inmates

Currently, the Pitt County Detention Center has 394 inmates.

PCDC offers sufficient and suitable space for maintaining a safe and adequate health care delivery system within the facility. The infrastructure used in support of the medical mission includes the following: storage rooms; pharmaceutical storage, nurses' station; waiting area; multi-functional medical examination room; nursing supervisor office; and shared workspace for clinical staff. Examination treatment room for screening, medical, dental evaluation, and mental health care includes hand washing facilities, is large enough to accommodate necessary equipment/ fixtures for service to one inmate at a time and allows for visual/auditory privacy in accordance with Occupational Safety and Health Administration (OSHA) regulations.

Medical services in a detention environment present unique challenges not encountered by practitioners elsewhere. On occasion, there may be an incompatibility between medical and detention guidelines; conflicts related to medical care should be resolved, as far as practical, in favor of medicine. At the same time, the healthcare provider must act as part of the PCDC's detention team, keeping in mind the primary obligation to maintain the security of PCDC. It is the goal of this solicitation to establish a contractual agreement fostering a venture which, although not legally a partnership, functions in many respects as a "collaborative partnership" that provides for a positive contribution towards meeting the overall mission at the PCDC. PCDC's health care mission is to deliver medically necessary and adequate health care to inmates that is cost-effective in accordance with proven standards of care without compromising public safety concerns inherent to the Sheriff's Office mission which is in substantial part: To ensure the security of life and property, prevent crime and disorder, and enforce the laws of North Carolina and the United States.

5. SCOPE OF WORK

The County, for the benefit of the Pitt County Sheriff's Office (PCSO) intends to award a contract resulting from this solicitation for the provision of healthcare services to the responsible Vendor whose proposal represents the best value after evaluation in accordance with the factors in the solicitation. Vendor(s) may submit a proposal for the components stated in this RFP as well as any additional components that the Vendor(s) may wish to offer.

The County welcomes Vendor proposals offering innovative ideas for the provision and management of health care services using cost containment strategies. Vendors are encouraged to offer pricing options and optional programs that will maximize efficiencies in health care: *e.g.*, identify measurable, sustainable cost savings; methods of controlling costs, such as using negotiated rates with local community hospitals; proposing staffing options including telemedicine strategies necessary and adequate to meet the performance requirements; managing inpatient admission, utilizing formularies to control and monitoring pharmaceutical costs; and utilizing data trends of health care outputs to reassess cost saving opportunities.

5.1 GENERAL REQUIREMENTS AND QUALIFICATION CRITERIA

Each company submitting a proposal ("Offeror/Vendor") should set forth in detail in its proposal the Vendor's willingness and ability to meet the following requirements:

- Deliver and maintain appropriate health care services that conform with all applicable standards including established National Commission of Correctional Health Care (NCCHC), the Jail Medical Plan which is attached hereto as Exhibit A. and applicable state and federal laws and regulations.
- 2. Comply with all local, State and Federal laws, rules, reporting responsibilities and regulations applicable to this Contract and the work to be done including those laws, rules or regulations enacted during the contract term, specifically including but not limited to the training requirements set forth in the Prison Rape Elimination Act ("PREA") and related regulations.
- 3. Identify the need, schedule, administer, and coordinate provision of health care services within the scope of this RFP and provide staffing as needed to ensure the efficiency of the Detention Center's pre-clearance and pre-booking/booking processes, by using only licensed, certified, and professionally trained personnel.
- 4. Deliver health care to inmates in a manner consistent with and in furtherance of the inmates' right to basic health care without compromising public safety concerns inherent to the PCSO's and County's overall mission, and with full transparency and reporting to PCSO and County.
- 5. Provide health care services in a cost-effective manner with full reporting and accountability to the Sheriff's Office, Detention Administration and County.
- 6. Identify and negotiate contractual discount agreements with all off-site providers as reasonably necessary to maintain the cost-efficiency of the Provider's program at the PCDC. The Provider will supply the PCSO with a copy of all formal, written vendor discount agreements, confirm existing discount agreements in place at the beginning of each contract period, and keep the PCSO informed as to new discount agreements or changes to existing agreements.
- 7. Deliver required health care services to inmates within the confines of the PCDC when medically possible due to the security concerns inherent in transporting an inmate into the community for medical care. It is recognized that emergent and/or inpatient medical concerns must be addressed in a manner that is necessary and adequate to ensure each inmate's wellbeing.
- 8. Maintain an open, collaborative relationship with the administration and staff of the Pitt County Detention Center, the Office of the Sheriff and the County.
- 9. Provide appropriate health care education for both Inmates and County staff.

- 10. Maintain complete and accurate records, to include electronic records, of all health care services, collect and analyze health statistics, and provide monthly/weekly/daily reports to include data and other measuring points designated by the Sheriff, to PCSO. Provider shall ensure compliance with North Carolina Record Retention laws as well as Health Insurance Portability and Accountability Act.
- 11. Review every bill and apply maximum discounts to services and prescriptions, including but not limited to discounts available through Medicaid, North Carolina Sheriff's Association, and or any other source prior to billing Pitt County for reimbursement.
- 12. Seek timely reimbursement for services rendered from third parties including, but not limited to, the State of North Carolina and any County of the State of North Carolina or other state and submit records needed to obtain reimbursement to the County from any third-party insurer.
- 13. Meet or exceed the performance measures set forth herein and render any penalties due.
- 14. Vendor is expected to propose innovative ideas for management of the healthcare services using cost containment strategies.
- 15. Vendor must affirmatively state and demonstrate the willingness and ability to comply with the specified standards, terms, and conditions expressed in the RFP and the Vendor's agreement to incorporate and adopt such standards, terms and conditions into the contract.
- 16. Vendor must have submitted proof of legal authority to operate the service(s) in the state of North Carolina, County of Pitt, which for these purposes, shall include, among other things, compliance with State licensing requirements, proper credentialing, business license or copy of an application for certificate of authority from State of North Carolina Department of the Secretary of State.
- 17. Vendor must be organized for the primary purpose of providing health care services.
- 18. Vendor must demonstrate its ability to provide health care services specifically for a detention facility substantially similar to the Pitt County Jail.
- 19. Vendor must demonstrate its ability to provide a system of technical and medical support to the onsite personnel.
- 20. Vendor shall demonstrate the ability to execute a staffing plan in which all employees will be on site at the detention center.
- 21. Vendor shall include in their proposal that any healthcare, dental, or mental healthcare services the Vendor intends to perform via telehealth services must be approved by the Office of the Sheriff in writing prior to providing any such telehealth services.
- 22. Vendor shall use best efforts to ensure a seamless and successful transition.
- 23. Vendor must have demonstrated recruiting capabilities, including recruitment of professional personnel and support staff, and have the ability to fill any positions that become vacant during the contract term in a timely and permanent manner.

- 24. Vendor must include a provision that any lapse in contracted hours of medical staff shall be fully reimbursed if the position is vacant for more than 21 consecutive days. A position is "vacant" if there is no permanent Vendor employee who provides the relevant services as that person's permanent job. That the Vendor may provide coverage for the hours that would have been worked by a person in that position by "back filling." If back filled by a position of lower professional qualifications than that vacant, the difference in hourly rate between said Vendor employees, shall reduce the payment owed by PCSO.
- 25. Vendor shall notify PCSO within 48 hours of any position being backfilled.
- 26. Vendor must have adequate support staff in its central office capable of competently supervising and monitoring the program operations and ensuring satisfactory provision of services.
- 27. Vendor must provide adequate quality control and monitoring of off-site services and billing processes, including implementing a cogent and practicable plan for utilization management of services.
- 28. Vendor must state and demonstrate a willingness and ability to cooperate with the PCDC staff and a responsiveness to the needs of the inmate population and to the requests for assistance from PCDC staff members, including the command staff, detention officers, Jail Programs Staff, or other members of the Office of the Sheriff.
- 29. The selected vendor assigned employees, staff, agents or contractors must pass the requisite background investigations.
- 30. Vendor must have insurance or demonstrate insurability commensurate with the types and amounts of insurance contemplated in the RFP.
- 31. Vendor must provide monthly reports to the Pitt County Office of the Sheriff and Pitt County, to include all contracted staffing positions, specifying the contracted hours, identifying the rate of pay for each employee, and numerically identifying the hours actually worked by said employees, and identifying absences or vacancies of staff.
- 32. Vendor must provide a monthly financial statement with itemized identifiers related to costs associated with medical services to the Office of the Sheriff and Pitt County.
- 33. Vendor must provide Pitt County Office of the Sheriff and Pitt County with the financial statements from third party medical providers to include the negotiated rate and the total of the payment provided to said third party medical provider.
- 34. Vendor must provide itemized lists of costs identifying any costs that contribute to and/or exceed the CAP amount designated in the proposal and demonstrate best efforts to minimize excess costs.

6. SPECIFICATIONS / SCOPE OF WORK

Vendor must submit a proposal for health care services based upon applicable state and NCCHC standards. Vendor is expected to provide the health care services required to comply with and/or exceed the provisions of the current Jail Medical Plan, attached here as Exhibit A, and is specifically expected to provide the following services:

6.1 EXAMINATIONS

• All examinations required by the NCCHC standards must be completed by a qualified health care professional.

6.2 RECEIVING/INITIAL PRELIMINARY SCREENING

- A preliminary health screening form shall be prepared by the Vendor in conjunction with the Sheriff or the designee of the Sheriff and Pitt County Health Director or designee for use immediately upon each inmate's arrival, and the form shall be approved by the Vendor, the Jail Administrator and Health Director or designee. At a minimum, the screening must include:
- 1. Current illnesses and health problems including tuberculosis as well as conditions, illnesses, or issues specific to females.
- 2. Current medications, whether prescription or over-the-counter, and any special health requirements, including medications for Opioid Use Disorder.
- 3. Screening of other health problems designated by the responsible physician.
- 4. Behavioral observation, including state of consciousness and mental status.
- 5. Notation of body deformities, trauma markings, bruises, lesions, eye movement/ jaundice.
- 6. Condition of skin, including rashes and infestations.
- 7. Disposition, affect, or demeanor, if applicable.
- 8. Document referral of inmates to qualified medical personnel for emergency treatment where necessary/appropriate.
- 9. Notation of personal physician, if any, and any medical needs.
- 10. Assessment of suicidal risk.
- 11. Assessment of need or potential need for other health services, including mental health and substance abuse.
 - Vendor must provide a plan and written policies for pre-booking health screening to determine if the arrestee is appropriate for admission into the PCDC. Inmates who are unconscious, semiconscious, bleeding, mentally unstable, and/or need urgent medical attention must be referred immediately for care and medical clearance.

6.3 COMPREHENSIVE HEALTH ASSESSMENT

• Vendor shall perform a comprehensive Health Assessment on any inmate as soon as possible, or such other stricter time limit as required by statute, N.C. Administrative Code, or controlling authority upon the arrival of the inmate at the Jail. Such assessment shall be performed by a qualified medical professional.

The extent of the health assessment, including the physical examination, will include at a minimum:

- 1. Review of intake screening forms.
- 2. Collection of additional data regarding complete medical, dental, psychiatric and immunization histories.
- Appropriate laboratory and diagnostic tests to detect communicable diseases such as, but not limited to, Venereal Disease, Tuberculosis, Hepatitis (<u>https://epi.dph.ncdhhs.gov/cd/diseases/hepatitis.html</u>), COVID-19, and Monkeypox.
- 4. Recording vital signs (height, weight, pulse, blood pressure, temperature).
- 5. Physical examination (a gynecological assessment must be included for females) with assessment on mental and dental status and inmate worker suitability.
- 6. Review of physical examination and test results by a physician for problem identification must take place.
- 7. Review of need or potential need for other health services, including mental health and substance abuse services.
- 8. Initiation of therapy when appropriate.
- 9. Other tests, studies, and examinations as appropriate, including but not limited to, pregnancy tests, voluntary HIV screening and chest x-rays.
- 10. Any abnormal results of the health assessment shall be reviewed by a physician for appropriate disposition.

6.4 TRIAGING OF COMPLAINTS/ SEXUAL ABUSE ALLEGATIONS/ USE OF FORCE INCIDENTS

- Qualified health care professionals shall receive and triage all medical complaints and/or requests for treatment, and provide medically appropriate treatment, including referrals for off-site care when appropriate.
- Vendor's employees must know how to detect and assess signs of sexual abuse; how to preserve physical evidence of sexual abuse; how to respond effectively and professionally to victims of sexual abuse; and how and to whom to report allegations or suspicions of sexual abuse, and shall comply with the Sheriff's PREA policy.
- Vendor will provide for a required medical examination following use of force incidents, documenting accordingly and making the documentation available to the PCSO in accordance with Sheriff's Office policy.

6.5 SICK CALL

Vendor must ensure Inmates have the opportunity to request health care and these requests are documented and reviewed for urgency of need and the intervention required. Sick call shall be conducted seven (7) days per week by a qualified health care professional. An inmate's sick call request shall be triaged, as emergent, urgent, or routine, by a Registered Nurse within four (4) hours of the request or a staff member of higher medical qualifications than a Registered Nurse.

6.6 HOSPITAL CARE / SPECIALTY SERVICES / MAJOR MEDICAL

- Vendor must ensure arrangements are made to provide hospitalization and specialty care to inmate patients in need of these services.
- Hospital Care. Vendor shall identify the need, schedule, coordinate and monitor any hospital care of any inmate of the PCDC and pay for such as outlined in any contract between the Vendor and PCSO. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This responsibility also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.
- **Specialty Services.** As with hospital care, inmates will periodically require the services of medical specialists to support the delivery of comprehensive health services. Vendor shall be responsible for the arrangement and payment of all specialty care, and ensure care is appropriate to meet the serious needs of the inmate. Vendor shall provide onsite specialty clinics (radiology, laboratory services, dental etc.) when feasible to reduce the number of off- site referrals. In the event an inmate requires the services of a medical specialist, the Vendor shall make referral arrangements and coordinate the delivery of the specialists' visits off-site.

6.7 EMERGENCY SERVICES

Vendors shall make provisions for 24-hour emergency medical, mental health, and dental care for inmates by a Registered Nurse to include, but not limited to, 24-hour medical on-call services. This includes on-call availability by the Medical Director, as well as the coordination of appropriate transportation with the facility's administrative staff. There shall always be, at a minimum, a registered nurse, or a staff member with equivalent or higher certification, to implement said plan of action. On-call services shall be in addition to the staffing matrix, and shall not be included towards matrix criteria.

6.8 ANCILLARY SERVICES

• Vendor shall make provisions for onsite x-ray providers, prescription drugs, laboratory services, and bio-hazard disposal/providers.

6.9 MATERNITY CARE

 Vendor shall ensure pregnant inmates receive timely and appropriate prenatal care, including nutrition for pregnant females, continuation of Medication Assisted Treatment (MAT) if appropriate, requisite specialized obstetrical services when indicated, and postpartum care.

6.10 SUBSTANCE USE SCREENINGS AND ASSESSMENTS

- Vendor shall provide urinary drug screening, including random screenings, for PCDC inmates.
- Vendor shall ensure Inmates under the influence of alcohol or other drugs, or those going through withdrawal, receive appropriate, necessary and adequate treatment protocols.
- Vendor shall provide the medical care for Medication Assisted Treatment (MAT), including but not limited to Naltroxone, if prescribed.

6.11 MENTAL HEALTH SERVICES

Vendor shall provide for mental health services which shall include at minimum, but not be limited to:

- 1. Screening for mental health issues during intake.
- 2. Screening of inmates as needed for identification of suicidal ideation. Conduct appropriate observations and interventions.
- 3. Referral of inmates with a positive screen to the Vendor's psychiatrist and/or the mental health professional for the evaluation, diagnosis, and appropriate necessary and adequate treatment planning.
- 4. Crisis intervention and management of acute psychiatric episodes.
- 5. Stabilization of the mentally ill and the prevention of psychiatric deterioration in the detention setting.
- 6. Assistance in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the facility.
- 7. Referral of inmates with a positive screen to the Vendor's psychiatrist and/or the mental health professional for the evaluation, diagnosis, and appropriate necessary and adequate treatment planning.
- 8. Crisis intervention and management of acute psychiatric episodes.
- 9. Stabilization of the mentally ill and the prevention of psychiatric deterioration in the detention setting.
- 10. Assistance in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the facility.
- 11. Obtaining and documenting informed consent.
- 12. Vendor's psychiatrist and/or the mental health professional must be at the Detention Center location, at least 3 times a week, to include weekends, holidays, and emergency on-call.

6.11.1 PSYCHIATRY SERVICE RESPONSE TIME FOR INMATE REQUESTS:

• Mental health psychiatry services shall be provided within 24 hours of a request by an inmate. Vendor shall ensure that there is 24-hour access to a qualified mental health psychiatric employee.

6.11.2 PSYCHIATRY SERVICE RESPONSE TIME FOR SUICIDE WATCH DISCONTINUATION AND OTHER URGENT MENTAL HEALTH EMERGENCIES:

- Mental Health psychiatry evaluation and subsequent additional services shall be provided at PCDC every 48-72 hours until Vendor's psychiatrist determines the discontinuation of suicide watch designation is appropriate.
- Services may be provided by a Psychiatrist, Psychiatric Advanced Practice Provider, or other qualified professional.
- Services may only be provided via telepsychiatry if approved in writing by the Pitt County Office of the Sheriff prior to provision of such services.

6.12 DENTAL CARE

The program to provide dental services to inmates shall include:

- 1. Provision of basic dental services, including extractions.
- 2. Dental screening shall be performed on each inmate during initial assessments.
- 3. Screening will include charting decayed, missing, and filled teeth, and taking a dental history for identifying problems.
- 4. A dental record will be maintained as part of an inmate's medical record.
- 5. Dental services deemed urgent will be treated within 15 days of assessment.
- 6. Vendor shall provide a dental exam to inmates who have been in custody for one year and every year following during their current incarceration.
- 7. The program shall be limited to necessary, non-cosmetic procedures only.
- 8. Emergency dental services shall be available on a 24-hour a day basis.
- 9. Vendor shall provide appropriate and licensed Dentist and dental assistant to visit the facility at least 16 hours per month as long as inmate population count is less than 450 inmates. When the monthly average inmate population is greater than 450, the Dentist and dental assistant will visit the facility no less than 2 hours per week and more frequently if needed, to provide dental care, i.e., diagnosis, treatments, etc. as may be indicated.
- 10. Dental services will be delivered at the Pitt County Detention Center unless there is an emergency which the Vendor's dentist is unable to treat within PCDC.
- 11. Dental disposables will be provided by the Contractor.

12. Vendor may use equipment supplied by County, provided that Contractor solely assumes responsibility for ensuring all Federal and NC safety regulatory standards contained in Title ISA, Chapter 11 of the North Carolina Administrative Code, and all applicable rules and laws. Responsibility includes but is not limited to certifying the radiation safety in the Pitt County Detention Center Dental Lab in accordance to the North Carolina Department of Environment, Health, and Public Safety. Vendor shall have a Radiation Safety Officer (RSO), ensure all operators of the X-ray machine are responsible for following the radiation safety procedures, and make certain that all x-ray examinations and "re-takes" have been ordered by a designated NC licensed dentist.

6.13 EYE CARE

- Vendor shall ensure provision of eye care that is necessary and appropriate.
- Vendor shall provide an eye exam to inmates who have been in custody for one year and every year following during their current incarceration.

6.14 COMMUNICABLE DISEASE

• Vendor shall provide inmate health interventions, including vaccinations, testing and treatment, that prevent the spread of communicable diseases within the facility. The program to prevent the spread of communicable disease shall include:

1. Vendor will provide basic immunization services including plans for immunization screening and procedures for administering vaccinations, including Hepatitis A and B, influenza, and COVID-19.

2. Vendor will link inmates diagnosed with a communicable disease (e.g., Hepatitis, HIV/STDs, COVID-19) to a local healthcare provider (e.g., Health Department and/or a federal qualified health center) for treatment and support services upon release.

3. Vendor shall report cases or suspected cases of reportable diseases to the Pitt County Department of Public Health within the required time frames as defined in the N.C. Administrative Code rule 10A NCAC 41A.0101.

4. Vendor shall follow all recommendations from the NC DHHS Hepatitis plan.

6.15 PHARMACEUTICAL SERVICES

- Vendor shall provide a total pharmaceutical system sufficient to meet the needs of the PCDC and in accordance with legal requirements. Pharmaceutical services shall include the physician's prescribing of medication, filling of the prescription, administration of medication, and necessary record keeping. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Jail.
- Pharmaceutical services shall be consistent with State and Federal regulations and must be monitored by a licensed qualified pharmacist.

- Vendor shall provide pharmaceutical services to assure the availability of prescribed medications within twenty-four (24) to forty-eight (48) hours of the written prescriptions, with the capability of an emergency back-up pharmacy.
- Vendor must have an adequate system to ensure that inmates with active prescriptions for critical medications at the time of booking begin receiving these medications without any undue delay.
- Daily med pass shall be completed in a timely manner following State and Federal regulations and in accordance with the instructions regarding the specific prescription.

6.16 SUPPORT FOR SPECIAL PROGRAMS

 In addition to providing medical and mental health services to participants of PCDC's Special Programs, the Vendor must also be willing and able to collaborate with PCDC's Programs Unit and community partners to facilitate and/or enhance any future Programs. Vendor is responsible for completion of a Memorandum of Understanding or ensuring release of protective medical information, between other programs which provide consistent medical services within the Detention Center, to include programs which assist inmates with transition into the community as permitted by law.

6.17 MEDICAL WASTE

• Vendor shall provide, in compliance with all laws and regulations, for the appropriate management and disposal of contaminated waste resulting from its services including needles, syringes, medications, and other materials used in the treatment of inmates.

6.18 MEDICAL AND OFFICE SUPPLIES

- Vendor is responsible for purchasing and receiving all supplies necessary to provide services under the Contract. All medical and stock supplies, forms, and office equipment necessary for the Vendor's business needs shall be provided by the Vendor. Said supplies will include, but not be limited to, office supplies, books, manuals, periodicals, medical record folders, alpha indexes and forms, laboratory fees, prosthetics, hand instruments, needles and sharps, special medical items, testing devices, containers and clinical waste receptacles, inmate information brochures, individual and group materials, gloves and coverings, and disinfectants.
- PCSO will provide computers for provision of inmate medical services and associated record keeping.
- PCSO will supply access to a copy machine, and will provide for the maintenance. Vendor is responsible for ancillary materials. All hard drives within said copy machines are and will remain the property of PCSO.
- Vendor shall conduct a site and equipment review of all medical and office equipment currently owned by the County and shall be responsible for maintaining all required equipment to maintain the level of care required in this Contract and industry standard practices.

- Vendor, subject to all PCDC policies and procedures, is responsible for the proper storage and control of all supplies to prevent any theft, damage, or loss. During emergency situations, e.g., lockdowns, the Vendor is obligated to enforce procedures to mitigate damages that may result from an emergency.
- All supplies and inventories purchased by the Vendor, including replacement equipment, are the property of the Vendor and the Vendor is responsible for any loss, damage or spoilage.

6.19 STAFF AND PATIENT HEALTH EDUCATION

- As part of primary health care, health education services are an important and required component of the total health care delivery system.
- Vendor shall provide in-service training for all health care staff to be conducted by Vendor as appropriate to include first-aid, CPR Training, SUD, withdrawal and MAT, and blood-borne and airborne pathogen training.
- Vendor shall also provide individual patient health education as appropriate.
- Inmates with serious health needs (medical and mental health concerns) whose release is imminent are provided with appropriate discharge planning to include patient education.

6.20 COMMUNICATION WITH INMATES

- Vendor will ensure, in the event that the Office of the Sheriff approves telehealth services, that said service shall be HIPAA compliant.
- Vendor will ensure provision of non-English interpreting resources in cooperation with the PCSO to facilitate communication between medical provider and inmates who have limited English Proficiency.

6.21 CONSULTATION SERVICES

 Vendor shall provide a consultation service to the County on all aspects of the health care system at the facility, including evaluations and recommendations concerning new programs, future architectural plans, staffing patterns for new or remodeled facilities, alternate pharmaceutical and other systems and on any other matters relating to this contract upon which the County seeks the advice and counsel of the Vendor.

6.22 STAFFING PLAN/ SECURITY CLEARANCE REQUIREMENTS.

 Vendor must recruit, interview, hire, train and supervise all health care personnel, to ensure necessary and adequate staff is available (appropriate to the proposed staffing plan) to provide routine and emergency health care services staffing 24 hours per day, 7 days per week, 365 days a year.

- Personnel should include the following as necessary: medical director, physician(s) or Advanced Practiced Provider(s) (e.g., physician assistants or nurse practitioner), mental health professional / psychiatrist(s), nurse supervisor, nurses (RN or LPN), and any administrative staff necessary to meet all conditions and specifications as set forth in this RFP, including the current Jail Medical Plan (attached hereto as Exhibit A) adopted by the Pitt County Board of County Commissioners, the proposal selected, and the resulting contract.
- Vendor shall engage only licensed and qualified personnel to provide professional coverage. Personnel must meet all licensing requirements of the State of North Carolina.
- All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies of the Sheriff not inconsistent therewith.
- PCSO requests a minimum of two (2) nurses, with one RN on staff at all times. The second nurse can be an RN or LPN. These positions will be scheduled on-site at all times to ensure coverage for provision of normal health services concurrently with an acute care situation.
- Vendor must ensure availability of a Supervisor 24/7 in person to address institutional medical concerns/emergencies.
- It is intended that permanent personnel be in place and the use of temporary personnel be minimized. Nevertheless, the Vendor must ensure the continuity of care and services is maintained. For any vacancy, the Vendor must provide PRN and/or temporary staff for any shift affected by the vacancy where the Vendor has at least eighteen hours' notice of the need to cover the shift.
- Any temporary personal must complete the PCDC background check and be approved by Jail Administrations before entering the PCDC.
- All employees must adhere to the rules, regulations, policies and procedures outlined, or referenced, in this document.
- Vendor must inform PCSO Jail Administration of the identity of each staff member and cooperate in the performance and completion of the requisite background checks, and the like, as a prerequisite for such staff members to be able to enter or work in the PCDC.
- Due to the "secure sensitive" work at PCDC, prior to Vendor's employees entering on duty (EOD), the successful Vendor must ensure any proposed candidate for employment to serve meet the following:
 - i) Identification is verified by the Vendor;

- ii) Is qualified to work in the position within a correctional setting;
- iii) Has been truthful and honest with Vendor's application process;
- iv) Is authorized, by Department of Homeland Security / E-Verify, to work in U.S.;
- v) Has listed all felony and/or misdemeanor conviction(s);
- vi) Has demonstrated that he/she is not an unlawful user of a controlled substance;
- vii) Vendor will submit all candidates seeking security clearance to work under the terms of this contract to the commanding officer of the PCDC with the following copied

information:

- 1 photo identification;
- **2** social security card;
- **3** candidates' original application;
- 4 signed consent form from the applicant authorizing a search of the

North Carolina and FBI National Criminal History record databases.

Final approval authority to grant security clearances for candidates who work under the terms of this contract will be communicated to the Vendor. Vendor's employee must have a current security clearance in order to enter onto the properties to perform the services expressed in this RFP/solicitation/contract.

6.23 SECURITY REQUIREMENTS

- Vendor shall agree and stipulate the security requirements of this contract and their subsequent adherence.
- All personnel employed or sub-contracted, by the Vendor in the performance of this contract, or any representative of the Vendor entering the PCDC, shall abide by all security regulations of that facility including, but not limited to, the drug testing, Prison Rape Elimination Act (PREA), and search policies.
- Vendor is responsible for control of keys and equipment issued by PCSO. Vendor is responsible
 for the security of areas used for which keys are issued. The cost of keys or lock replacement as
 a result of negligence and/or loss of keys are the responsibility of the Vendor. Vendor may also
 be required to reimburse PCSO for the replacement of lost keys and equipment outside of any
 action taken in regard to neglect or lost services. Vendor affirms to comply with all policies and
 procedure to include, but not limited to, key control, tool control, inmate property, inmate
 accountability, contraband, standards of conduct, and all medical policies.

6.24 VENDOR'S EMPLOYEE CONDUCT

Elements of Vendor's standards of employee conduct at a minimum, shall include, but are not limited to, the following:

• Vendor's employees shall be required to remain fully alert and attentive during duty hours. All employees will respond immediately and effectively to all emergency situations as directed by PCSO staff.

- Vendor's employees shall not use their credentials, identification cards or badges to coerce, intimidate, or deceive others to obtain any privilege not otherwise authorized in the performance of their duties.
- The use of illegal drugs or narcotics or the abuse of any drug or narcotic is strictly prohibited at any time. Use of alcohol while on duty or immediately prior to reporting to duty or being under the influence of alcohol while on duty, is prohibited.

Vendor's employees shall conduct themselves in a professional manner at all times when dealing with inmates and others. Prohibited conduct includes:

- The use of brutality, physical violence, intimidation, verbal abuse, group punishment or capricious disciplinary actions against an inmate, or any force use beyond that which is reasonably necessary to protect the employee's life or receiving bodily harm.
- Showing partiality toward or becoming emotionally, physically, sexually, or financially involved with any inmate or former inmate. For the purpose of this standard of conduct only, Vendor's employees are considered custodians (i.e., contractors of the Sheriff) and prohibited from engaging in sexual behavior, of any type, with offenders or inmates.
- Displaying favoritism or preferential treatment to one inmate, or group of inmates, over another. Further, Vendor's employees are prohibited from allowing any inmate or group of inmates to have control or authority over other inmates or to assist in the provision of care to other inmates.
- Offering or giving any article, favor or service to an inmate or former inmate, or an inmate's family member or to any person known to be associated with an inmate or former inmate, is not authorized in the performance of employee duties. Neither shall a Vendor's employees accept any gift, personal service or favor from an inmate or former inmate, or from an inmate's family member or associate.
- Enter into any such business relationship with inmates, former inmates, or their families.
- Having other than incidental outside contact with an inmate, former inmate, or an inmate's family member or associate. Employees must report such contact to the Jail Administrator in writing.
- Use of obscene or verbally abusive language when communicating with inmates or others. Employees will not be demeaning to inmates, former inmates, their families or friends, and others.
- Vendor's employees are prohibited from engaging in criminal conduct. They are further prohibited, while on Pitt County property, from participation in games for money or other personal property, the operation of gambling devices, conducting a lottery or pool, or selling or purchasing numbers tickets.

- Illegal activities on the part of any Vendor's employee, in addition to being unlawful, reflect on the integrity of the County and betray the trust and confidence placed in it by the public. It is expected that Vendor's employee shall obey not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. Should the employee be charged with, arrested for, or convicted of any felony or misdemeanor, that person must immediately inform and provide a written report to the Commander of the PCDC. This requirement includes misdemeanor traffic violations, but not mere infractions, other than an infraction in violation of Chapter 90 of the North Carolina General Statutes.
- Vendor's employees are prohibited from engaging in racial or gender discrimination or sexual harassment in violation of Civil Rights Act of 1964, as amended.
- **Reporting Misconduct** Vendor must report any allegation of misconduct to the Jail Administrator or Shift Supervisor at the PCDC, immediately and follow up with a written report before the close of the business day.
- Cooperation with Investigations Vendor and Vendor's employees shall fully cooperate in any internal or external investigations. The County and PCSO shall have access to all personnel, operational and corporate records relative to the contracted services for the purpose of conducting investigations, inspections and audits.

6.25 INTRODUCTION OF CONTRABAND

Vendor's employees are prohibited from the introduction of contraband into or onto Pitt County property. Contraband shall include any object used to threaten the order, discipline or security of the institution, or life, health or safety of an individual.

All Vendor's employees entering the PCDC may be subject to random drug/alcohol testing, or searches of their person or personal belongings without reasonable suspicion; upon a finding that reasonable suspicion exists that Vendor's employee is in possession of contraband, which if introduced, could endanger the safety of staff or inmates, or the security of the institution, a search will be conducted. Searches may also be conducted with reasonable suspicion that an employee is removing contraband or Pitt County property or the Vendor's property without authorization from PCSO.

6.26 ORIENTATION OF NEW EMPLOYEES

• Vendor shall be responsible for ensuring that all new health care personnel are provided with orientation regarding medical practice onsite at the Pitt County Detention Center.

6.27 STAFF EVALUATIONS

 Vendor shall distribute a written job description to each member of the health care staff as well as the Pitt County Office of that Sheriff, that clearly delineates his/her assigned responsibilities. Vendor shall monitor performance of health care staff to ensure adequate job performance in accordance with these job descriptions.

6.28 COLLABORATION / MEETINGS

- Vendor shall participate in meetings with PCSO staff on at least monthly basis to ensure a collaborative relationship and management of jail health services.
- Vendor shall also provide for the communication to the PCDC staff of information related to an inmate's medical condition or status as may be appropriate or necessary for the inmate's classification, housing, status, observation or the like consistent with state and federal privacy laws and regulations.

6.29 JAIL MEDICAL PLAN AND NATURE OF THE DELIVERY SYSTEM:

- Vendor shall provide compliance with and implementation of the current Jail Medical Plan for Pitt County as adopted and as modified as contemplated under this RFP and as may be amended or modified from time-to-time through the County's adaption of a modified or amended Jail Medical Plan.
- Vendor's health care delivery system must conform to the Jail Medical Plan adopted by the Pitt County Board of Commissioners and State standards for medical services provided in correctional institutions as established under the North Carolina Administrative Code or by statute. The system must be in substantial conformance with the Jail Health Standards developed by the National Commission on Correctional Health Care (NCCHC).
- Vendor shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. Vendor shall be required to render emergency care at any location on Jail property.
- Vendor shall have no responsibility for security at the Jail or for the custody of any inmate at any time, such responsibility being solely that of the Jail.
- Vendor shall have responsibility in all matters of medical, mental health and dental judgment.
- Vendor shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff or other Sheriff Office personnel and her staff shall support, assist and cooperate with Vendor.
- Vendor shall support, assist and cooperate with the Sheriff or Sheriff Office personnel whose decision in any non-medical matter shall be final.
- All decisions involving the exercise of medical, mental health or dental judgment remain the responsibility of the Vendor. These decisions shall be made in collaboration with other medical providers within the detention center.

6.30 EMERGENCY RESPONSE/DISASTER (COMPREHENSIVE) PLAN

• Vendor shall ensure emergency response/disaster procedures are developed to ensure that members of health staff are prepared to implement the health aspects of an Emergency/Disaster Plan.

6.31 POLICIES AND PROCEDURES

- Policies and Procedures of the Vendor relating to providing and managing medical care are to be established and implemented solely by the Vendor. Vendor shall develop and implement policies, which ensure appropriate, necessary and adequate health care in full compliance with the solicitation/contract, and in accordance with recognized standards, laws, ordinances, rules and regulations of Federal, State and Pitt County that may be applicable.
- The Sheriff or other designated County Official retains the right to review and approve Policies and Procedures of the Vendor in any area affecting the performance of PCSO or County responsibilities under law. In areas that impact the security and general administration of the Jail, the Policies and Procedures of the Vendor are subject to review and approval of the Sheriff or his or her designee for Pitt County.
- To the extent permissible under applicable law, Vendor's personnel shall be subject to, and shall accept and be bound by, and shall perform consistently with the Sheriff's policies, the Sheriff deems to be applicable to the Vendor and to such employees, and which shall apply to the Vendor and any employee, agent or contractor of the Vendor.

6.32 REPORTING REQUIREMENTS.

- Vendor must provide annual and monthly statistical service metrics and performance reports, as detailed below, and any other reports as requested by PCSO Jail Administration and County.
- Reports should include trend data, tables and graphical charts showing current and historical performance when possible and necessary.
- Vendor should have the ability to provide PCSO and Pitt County access to both aggregated and nonaggregate raw data if requested.
- Reports shall be submitted to the Jail Administrator or their designee and Pitt County.
- Reports should be provided in electronic format, including PDF and/or Word and in tabular form (including .CSV or MS Excel).
- Vendor shall provide responses to questions from PCSO Jail Administration and Pitt County regarding reports and data within three (3) working days.

Unless otherwise agreed upon in writing, reports shall be submitted each month with data reflecting the previous month's activity to include:

- i) Daily number of inmates History and physical assessments
- ii) Daily number of off-site hospital admissions
- iii) Daily report of status of inmates in hospital

- iv) Daily number of inmates receiving off-site hospital ER services
- v) Daily number of inmates receiving off-site medical provider services
- vi) Daily number of inmates seen at sick call
- vii) Daily number of inmates seen by physician NP, or PA
- viii) Daily number of inmates seen by nurses
- ix) Daily number of inmates seen by dental (including off-site provider)
- x) Daily number of inmates seen by psychiatrist / mental health provider
- xi) Mental Health admissions and substance abuse
 - (a) Daily number of inmates with a diagnosed mental health and/or substance use disorder
 - (b) Daily number of inmates on Withdrawal Protocol
 - (C) Daily number of inmates who are on Medication Assisted Treatment (MAT) maintenance
- xii) Monthly Pharmacy report of inmate population dispensed medication
- xiii) Monthly number of inmates tested and number of positives for an STI (venereal disease, Syphilis, HIV, AIDS or AIDS Antibodies, etc.) TB
- xiv) Inmate mortality
- xv) Daily number of inmates who exit the facility with referrals for social services or substance use programs. (*Note: Referral program is not currently in place but PCSO would welcome Vendor engagement in this area.*)
- xvi) Fiscal: Report of third-party reimbursement, pursuit and recovery
- xvii) Fiscal: Staff costs and permanent staff positions vacant for 14 days or more
- xviii) Fiscal: Costs for Equipment, Medication, Supplies, other
- xix) Other metrics as requested by PCSO Jail Administration

6.33 MEDICAL RECORDS / CONFIDENTIAL RECORDS / RECORD RETENTION.

- Vendor shall maintain complete, accurate, and confidential medical records separate from the PCDC's confinement records of the inmate in compliance with all laws and regulations, and the solicitation/contract terms.
- Digital medical records are required. Vendor software systems and associated costs are the responsibility of the Vendor.
- Vendor is responsible for record keeping in the Pitt County Jail Management System (JMS) and any associated costs to connect/interface the JMS and Vendor provided systems including the Vendor's Electronic Medical Records (EMR) and Pharmaceutical services systems.
- All inmates must have an individual electronic medical record which is always kept up to-date, and which complies with problem oriented medical record format and standards.

- All inmate medical records are the property of the Office of the Sheriff.
- Vendor's employees shall not deny authorized person access to official information, personnel or institution records. Vendor must make records generated in the performance of this solicitation/contract available to the County, Sheriff, Sheriff's Office Legal Staff, Detention Chief, PCSO Command Staff, or Jail Administration in electronic (PDF or Word) format within 24 hours of request for any reason, including any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue.

- Vendor shall ensure inmate health information is available to meet the needs of continued patient care, legal requirements, research, education, and other legitimate uses.
- The record shall accompany the inmates at all health encounters and will be forwarded to the appropriate facility in the event of transfer. Access to medical/dental records will be controlled by healthcare personnel at all times and all rights concerning the confidentiality of the medical record must be followed. All transcribing and filing of information in the medical/dental record will be done by qualified, approved Vendor staff.
- Vendor will have access to official information with degrees of sensitivity. To protect this information, official information may be disclosed or released only as required in the performance of the contract and in accordance with applicable law.
- Vendor acknowledges compliance with and understanding of all applicable HIPAA requirements and any and all Federal Laws, Acts, State Legislation and Regulations related to protected health information.
- All procedures concerning the confidentiality of medical records shall adhere to all HIPAA regulations and the rules and regulations as established by the NCCHC.
- Medical Records shall be maintained according to the Federal, State, or other pertinent governing body records retention requirements. Medical Records must be maintained for a minimum 5-year retention period from each inmate's most recent date of incarceration.

6.34 DATA CONVERSION PLAN

- Vendor shall ensure all existing inmate EMR data is entered into the Vendor's EMR system.
- Vendor shall provide ability to import data from existing EMR software.

6.35 TECHNOLOGY AND DATA SECURITY SPECIFICATIONS

- Vendor's services shall be planned, designed, developed, implemented, and maintained in a secure manner that is compliant with relevant standards, laws, and regulations to ensure that all technology hardware or software systems and data handling processes:
- Present no safety hazards for inmates and County employees.
- Provide for the secure storage and transmittal of data, including maintaining compliance with HIPAA and Personally Identifiable Information (PII) guidelines.

Note: Personally Identifiable Information (PII) is classified as highly restricted and defined as information that can be used to distinguish or trace an individual's identity, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as name, date and place of birth, employer, home and work addresses, email address, phone number, mother's maiden name, etc.

- Pitt County Office of the Sheriff requires that all systems connected to the County Network or that
 process County data meet an acceptable level of security compliance. This includes those systems
 that operate outside of the Vendor's direct control such as Cloud Services. Security Requirements
 shall be supported in a manner that makes verification possible.
- Vendor shall follow best practices and guidelines regarding Cybersecurity. It is recommended that the Vendor ensure all technology systems used follow guidelines established by the National Institution of Standards and Technology (NIST) for Cybersecurity Framework.

6.36 DATA, DATA SECURITY AND OWNERSHIP REQUIREMENTS

- Pitt County Office of the Sheriff will own all data input to and generated by the Vendor's software systems used to deliver inmate health services under this Contract.
- Pitt County will be authorized to access all inmate health data free of charge and will retain ownership of all data in perpetuity with no restrictions or additional cost.
- Vendor must facilitate download of all information to PCSO if requested during the contract period.
- At the conclusion of the contract Vendor will provide Pitt County a usable delimited format of the entire database delivered on External Hard Drive or Secure File Transfer Protocol (SFTP) site.
- Vendor shall be fully responsible for backup of all inmate health services data and anything else required to ensure full restoration of health services in the event of data loss or catastrophic failure.
- All inmate health services data fields need to be retained for a minimum of five years from the last date of incarceration for each inmate.

6.37 PITT COUNTY PROPERTY

Vendor's employees shall only use Pitt County property for official business. They are
responsible for protecting County property from loss, misuse, misplacement, theft or damage,
and are prohibited from creating any hazard on Pitt County property to persons or things. Pitt
County property includes the supplies denominated in this RFP/contract for Vendor.

6.38 INSPECTION BY REGULATORY AGENCIES

• Work described in the contract may be subject to inspection by other Government agencies. Vendor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

6.39 QUALITY ASSURANCE & QUALITY CONTROL PROGRAM

- Vendor is responsible for Quality Control, which ensures all requirements of the solicitation/contract. Vendor must meet the vital functions specified in the Statement of Performance Output Summary Table for acceptable contract performance.
- Vendor shall establish and maintain a complete Medical Quality Assurance/Quality Control Program (QCP) acceptable to PCSO to assure the requirements of this solicitation/contract are provided as specified. This system shall:
- i) Be implemented on the contract effective date.
- ii) Include audit and medical chart review procedures

iii) Identify deficiencies in the quality of services throughout the entire scope of the contract and implement corrective action before the level of performance becomes unsatisfactory.

iv) When deficiencies are noted, a plan of corrective action (improvement) shall be put into place.

6.40 FAILURE TO PROVIDE PROPER QUALITY CONTROL

• Failure by the Vendor to maintain adequate quality control may result in contract termination for default.

- The County's contract monitoring is based on the premise that the Vendor, and not PCSO and/or PCDC, is responsible for management and quality control actions to meet the contract terms. The County recognizes the Vendor is not perfect and unforeseen and uncontrollable problems do occur. Good management and use of an adequate Quality Control Plan (QCP) will allow the Vendor to operate within acceptable quality levels.
- Each phase of the services rendered under this contract is subject to County inspection both during the Vendor's operations and after completion of the tasks.
- When the Vendor is advised of any unsatisfactory condition(s), the Vendor shall submit a written report to the Sheriff, the Jail Administrator/Contract Monitor and Pitt County addressing corrective/preventive actions taken within five (5) business days.

6.41 PERFORMANCE WORK STATEMENT:

As a part of the monitoring of the contract and in order to assure compliance as well as quality control, the Vendor shall be required regularly to submit a proper performance report and statement, including the following:

6.41.1 EXPECTATIONS FOR PERFORMANCE EVALUATIONS• Performance of these health care delivery services are defined within this Performance Work Statement (PWS) utilizing a "performance-based" approach. Thus, required services are described in terms of output and ensuring staffing matrix compliance.

Output No.	Output Services
Output #1:	Provide urgent and routine health care that is necessary and adequate and includes: urgent, observation and ambulatory care services; that conform to community standards and all local, state and Federal laws and regulations applicable to the delivery of health care to members of the general public. Without limiting the foregoing, the services shall 1) be designed to protect the health and welfare of the detainees or prisoners and to avoid the spread of contagious disease; 2) provide for medical supervision of prisoners and emergency medical care for prisoners to the extent necessary for their health and welfare; 3) provide for the detection, examination and treatment of prisoners who are infected with tuberculosis or venereal diseases; and comply with applicable law and regulation, including, but not limited to NC Gen. Stat. §153A-225 <i>et seq.</i> ; 10A NCAC 14J <i>et seq.</i>

Output #2:	Provide medically necessary and adequate interventions aimed to improve inmate functioning to a level that facilitates performance of activities of daily living within the detention environment.
Output #3:	Provide health care services for inmates that are delivered within the constraints of detention concerns and responsibilities inherent to the PCSO mission; 24 hours per day, seven days per week.

Output #4:	Provide for both medical and mental health screening processes upon intake for all inmates in compliance with 10A NCAC 14J.1002, NC General Statute §153A225(a)(3), and NC General Assembly Session Law 2007-323; and to investigate for a Medic Alert Foundation symbol in accordance with NC General Statute § 153A-225.1.
Output #5:	Provide for a designated health authority with responsibility for health care services pursuant to this contract, and provide information, instruction and guidance of detention center command staff and others with respect to healthcare decisions, classifications, placements, endemics, pandemics, infection, or the like.
	Provide a physician or nurse supervisor for 24-hour coverage to respond to any emergencies or staff questions, either by telephone consultation or by other appropriate response.
Output #6:	Review the jail medical plan annually, if asked by PCSO complete a written medical plan, in compliance with NC General Statute §153A-225 and § 153A-224, 10A NCAC § 14J.1001 and §1003, and is available for ready reference by all personnel, and posted in the booking area of the PCDC.
Output #7:	Provide inmate health interventions, including vaccinations and testing, that prevent the spread of contagious diseases, chronic illnesses, and reduce preventable diseases and injuries consistent with the PCSO mission.
Output #8:	Provide for a utilization review for non-emergent cases request for outside medical, surgical, and dental procedures, or request for specialist evaluations/consults. The review will address each case, reviewing process, recommendation and disposition, and provide for written feedback to the inmate patient with a copy of the feedback placed in the medical file. The review process must require the Vendor's designated health authority to obtain pre-certification (prior approval) from USCO Jail Administration for certain types of cases (e.g., high risk, high cost, or questionable efficacy).
Output #9:	Provide for concurrent review of inmate inpatients at a hospital (monitoring length-of- stay and interventions) or other external service provider and discuss treatment strategies, <i>e.g.</i> , length-of-stay, costs, treatment plans, etc. with the Jail Administrator.
Output #10:	Develop relationships and obtain outside medical services, within a 50-mile radius from the PCDC, at the lowest possible cost. Comprehensive contracts for outside medical services with discounted rates will be pursued wherever possible.

Output #11:	Provide medical and mental services which are necessary and adequate that conforms to community standards and all local, state and Federal laws and regulations applicable to delivery of health care to members of the general public.
Output #12	Confer and cooperate with PCSO to provide guidance regarding medically indicated dietary meal plans for use by the PCSO food service provider, especially as it relates to prenatal meals and nutrition and those of detainees with special medical needs.

Output #13:	Submit properly priced invoices for services rendered. With all specifications regarding staffing compliance, hours of employees, rate of pay of employees and backfilled hours (which PCSO preauthorized).
Output #14:	Manage medical record information in a manner that promotes continuity of care while observing restrictions on release of information.
Output #15:	Maintain open avenues of communication, facilitating the exchange of information between the Vendor and the County regarding contract services.

6.42 CONTRACT MONITORING & COMPLIANCE WITH CONTRACT REQUIREMENTS

- Vendor's efforts under this contract shall be monitored to ensure that the required output is achieved.
- Vendor is responsible for all management and quality control actions necessary to meet quality standards set for by the contract. Prior to commencing performance, the Vendor shall develop and submit a quality control plan (QCP) to guide and rigorously document the implementation of the required management and quality control actions to achieve the specific output.
- The Pitt County Office of the Sheriff reserves the right to inspect and evaluate in a reasonable manner all services rendered during the performance of this contract. The inspection of services and the results thereof by PCSO is a means of ensuring the County receives the quality of work for which it has contracted. Inspections allow for early discovery of defects, thus enabling timely corrective action. PCSO shall perform inspections in a manner that will not unduly delay the work.
- PCSO assumes no contractual obligation to perform any inspection for the benefit of the Vendor. PCSO inspections do not replace the Vendor's Quality Control Plan (QCP) program.
- Pitt County may withhold full or partial payment when the Vendor either does not perform or performs inadequately.
- The PCSO Jail Administrator and any other designated PCSO staff are to act as contract monitor to certify services were accomplished in accordance with this RFP and the resulting contract. This shall include quarterly reports by vendor to be supplied to Jail administrator and Staff Attorney for PCSO.
- Designated individuals shall be appointed from both PCDC and the Vendor to be responsible for the technical direction of the performance of all work under this contract. The term "technical direction" is defined to include, without limitation, the following: *Directions to the Vendor, which re-direct the contract effort, shift work emphasis between areas or tasks, require pursuit of certain lines of inquiry; fill in details or otherwise service to accomplish the contractual scope of work.*

6.43 PERFORMANCE EVALUATION MEETINGS

• Vendor's representatives shall meet with the Jail Administrator and other designated PCSO staff on a regular basis to provide a management level review, and assessment and evaluation of the contract performance, a discussion and resolution of problems. These performance evaluation meetings should occur no less than quarterly. A mutual effort will be made to resolve all problems identified.

6.44 WRITTEN NOTICE OF CONCERN

- The Vendor will receive written Notice of Concern (NOC) when a contract deficiency or nonperformance action is noted. Vendor must provide a written response within seven (7) business days to PCDC and County leadership outlining their proposed remedy. Vendor will be given an opportunity to remedy issues defined in the NOC, however, should their remedy not resolve the issue the County may reduce Vendor's invoice by the degree of service not provided as specified in the solicitation/contract.
- Vendor shall be conclusively presumed to have actual knowledge of work not performed and, therefore, written notice by the PCSO shall not be a prerequisite for reducing payment or assessing liquidated damages for service(s) not performed.

6.45 ISSUE RESOLUTION AND PENALTIES REQUIREMENT

- A credit to PCSO's monthly invoice will be assessed for a failure to meet any Performance Measures/KPIs identified as having an associated credit. All credits applied to PCSO will be done within 60 days of violation and/or determination.
- A failure will result in the percentage in the "Credit Assessed" column being applied to the full amount of the operations payment identified in the "Payment Impacted" column for the month of measurement.
- A failure to meet the same Performance Measure for two (2) or more months in a row will constitute a persistent failure and result in credit.
- Vendor shall be responsible for tracking required credits and will deduct credits directly from any invoices submitted to PCSO.

Service Performance Expectation	Requirement	Measurement Period	Base Credit Assessed
Daily medpass completed in a timely manner for each inmate, with no more than 14 hours in between each administration of medicine	< 2 incidents	Calendar Month	5% of monthly invoice
Comprehensive Health Assessment completed on each inmate within twelve (12) hours of intake.	< 2 incidents	Calendar Month	3%
Inmate's sick call request shall be triaged, as emergent, urgent, or routine, by a nurse within twenty-four (24) hours of the request.	< 2 incidents	Calendar Month	5%
Staff vacancy at or above 20%	< 2 incidents	Calendar Month	5%
Provide On Site 24/7 Medical Coverage by and RN or a medical professional equal their professional degree or higher.	< 2 incidents	Calendar Month	10%

OTHER	< 2 incidents	Calendar Month	3%	
Note: BCSO reserves the right to undate the performance expectations throughout the life of the				

Note: PCSO reserves the right to update the performance expectations throughout the life of the contract. As needs and regulations change over time, adjustments may be needed.

6.46 INVOICING AND INSPECTION OF SERVICES

Vendor shall prepare an invoice that shall be furnished to the Pitt County Sheriff's Office electronically. Should the receiving address be changed, the Vendor will receive written notice of any such change.

A copy of the invoice shall be submitted to the contract monitor who will verify that the services were satisfactorily performed. Reduction for nonconforming services may be made following notification to the Vendor and resolution.

6.47 NO ASSIGNMENT

Neither the obligations nor the rights of the Vendor under an award under this RFP or any resulting contract may be assigned by the Vendor without the express written consent of the Sheriff of Pitt County and the Pitt County Board of Commissioners.

7 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

7.1 TERMS OF SUBMISSION

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Pitt County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Pitt County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Pitt County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Pitt County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Pitt County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Pitt County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Pitt County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

7.2 PROPOSAL FORMAT

Pitt County Office of the Sheriff desires all responses to be identical in format in order to facilitate comparison. While the County's format may represent a departure from the vendor's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – <u>Refer to page 5, 2.2</u>. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

The successful Offeror's proposal must include all responses to the requirements contained within this RFP and all appendices (if applicable) must be completed in their entirety.

By submitting a proposal, the successful Offeror agrees to all applicable provisions, terms and conditions associated with this RFP. This solicitation, the successful bidder's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

The total length of the proposal should be no more than 200 pages (excluding noted attachments), 8½ x 11 size paper with an 11-point minimum text size. Charts and graphs may be 10 point. All required forms are exempt from the page limit and must be <u>submitted under the section identified below</u>. Only <u>one (1)</u> complete proposal should be electronically submitted. The maximum document upload size is 30 MB. For any questions, contact the procurement contact on the front cover.

The utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections.

The proposal should be organized and identified by section as follows:

- Section A Cover Letter/Executive Summary
- Section B Company Background, Qualifications and Experience
- Section C Proposed Objectives and Management Summary
- Section D Project Team and Service Implementation Plan
- Section E Staffing/Personnel to include a chart of the proposed staffing matrix.
- Section F Program Support Services
- Section G Exceptions
- Section H References
- Section I Cost Proposal/Pricing Methodology to include hourly rates or salaries of Vendor's employees including in the staffing matrix.

- Section J Required Forms
 - Appendix A Proposal Requirements Checklist
 - Appendix B Proposals shall reference each above section in their response by labeling each individual title and by labeling the number and associated under each paragraph. Each Proposal Submission (signed)
 - Appendix C Addenda Receipt and Anti-Collusion (signed)

7.2.1 SECTION A – COVER LETTER/ EXECUTIVE SUMMARY

Offeror's cover letter should serve as an executive summary and include the following:

- Basic information about the company.
- 1. Legal Company Name and DBA (if applicable)

<u>Corporate Headquarters:</u> Address Telephone Number Website Address

<u>Location Providing Service (if different from headquarters):</u> Address Telephone Number

2. Name of Single Point of Contact

Title <u>Direct</u> Telephone Number and/or extension <u>Direct</u> Email Address

3. Name of Person with Binding Authority

Title Address <u>Direct</u> Telephone Number and/or extension Email Address

- Describe Vendor's interest in this project, the unique advantage your firm and team bring due to Vendor's strengths and how your experience will benefit PCSO.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the Pitt County Office of the Sheriff, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts."

7.2.2 SECTION B – COMPANY BACKGROUND QUALIFICATIONS AND EXPERIENCE

This section provides each vendor with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other vendors. Careful attention should be paid to providing information relevant to Pitt County needs. Provide a concise profile of the Vendor's organization to include the following:

- Brief corporate history.
- Statement of whether Vendor is registered and authorized to do business in the State of North Carolina.
- Vendor shall affirm that they satisfy all applicable laws to include:

North Carolina General Statutes, Chapter 55, and in particular, Article 15 of the entitled Foreign Corporations, Chapter 55B, entitled Professional Corporation Act, the successful Vendor must have and furnish proof of the authority to provide Healthcare Services in the State, according to such statutes and pursuant to Chapter 90 of the North Carolina General Statutes, and, in the event that the successful Vendor is not a domestic corporation or other business entity of this State, then, the successful Vendor must have on file with the Secretary of State of North Carolina a Certificate of Authority to transact business in this state.

- Date of incorporation (or filing with requisite corporate authority, e.g., secretary of state) and/or number of years in business under the current organizational name and structure and services offered.
- State of incorporation.
- Date company was organized to provide health care services.
- Number of employees.
- Track record of successful implementation and satisfied customers.
 - Highlight any detention health care services currently provided for facilities nationally including, but not limited to, North Carolina, South Carolina, and/or Virginia.
- Current contracts: List all current contracts within detention centers for similar jail medical services within the State of North Carolina and nationally. Said list shall include the length of the contract, the ADP in each facility (averaging annually of the course of medical services and cost of services being provided) the current standing of the contract, the current staffing matrix. Vendor shall provide copies of all said executed contracts.
- Vendor shall provide a list of all terminated contracts, the reason for said termination, and all contracts for jail medical services that were not renewed at the end of said contract.
- Vendor shall Stipulate that the proposal price will be valid for a period of 180 days.
- Verification of whether the Vendor's organization is involved in any pending litigation that may affect its ability to provide its proposed service solution. List any judgments, claims, arbitration proceedings, suits against your organization within the last five (5) years of submission, including any prior trade names or assumed names your organization has used to operate, or its officers or its principals.

- Verification of whether audited or otherwise verifiable financial statements are available upon request. County requests the ability to access Vendor's most recently audited financial statement, including the organization's latest balance sheet, cash flow statement, and income statement, including name and address of firm preparing financial statement.
- **Sample contract**: In order to better understand all of the working terms being proposed, the Vendor shall provide with its response to this RFP a sample contract for consideration. This attachment *does not count towards the proposal page limit*. The County reserves the right to accept or reject any such proposed contract and to negotiate any contractual terms of the contract to be entered for healthcare at the Pitt County Detention Center (PCDC).

7.2.3 SECTION C - PROPOSED OBJECTIVE AND MANAGEMENT SUMMARY

- Based on the information provided in this RFP, please provide a <u>detailed description</u> of the Health Services Plan being proposed to include:
- o Succinct statement of the Vendor's understanding of the major objectives.
- o Describe specifically the Vendor's qualifications and experience with providing the Services outlined in this RFP.

7.2.4 SECTION D – PROJECT TEAM AND SERVICE IMPLEMENTATION PLAN

This section covers various aspects of the Vendor's approach and comprehensive recommendation in response to this RFP and any addenda, including the proposed Project Team and implementation plan. Clarity and responsiveness to the RFP will be important considerations in the evaluation of the responses. Please respond with as much relevant detail as possible given the information you've been provided in this RFP.

- **Project Team:** Identify key organization leadership/project team by name, title/role, involvement levels and durations, and relevant experience for each person on the team.
- **Timeline:** Provide a schedule to implement the proposed health services, including any expected transition planning with PCSO staff, data conversion from Pitt County Office of the Sheriff systems, and staff training.
- Describe your ability to provide effective inmate health care services by July 1, 2025. Include any assumptions about County involvement to enable the July 1, 2025 start date.
 - Proposal to retain current staff with recommendations from Pitt County of the Sheriff for consistency and quality of care.
- Approach and Implementation Plan: Describe in detail Vendor's proposed approach to provide inmate health services. This plan must:

o Details how onsite and offsite health care services will be provided and/or accessed. Vendor must demonstrate an understanding of each task. Each task should be identified along with an explanation of how the Vendor plans to approach the task.

- Identify existing relationships in North Carolina and/or what network of providers the Vendor will have available to provide off-site or specialty services.
- Identify planned future relationships in Pitt County and/or what network of providers the Vendor will have available to provide off-site or specialty services.
- Describe how Vendor will assure continuity of care for inmates served through outside medical providers, including hospital systems.
- Describe vendor's ability to interface with outside provider's electronic medical records systems (EMR) to assure continuity of inmate care.
- Identify specific examples of transitions between Vendor and previous jail medical providers in a detention center as it relates to the transition of electronic jail medical data.
- Describe the Vendor's expertise in behavioral/mental health specialty areas, i.e., suicide prevention, behavior modification, effective therapies for detention populations, cooccurring disorders, etc.
- Describe Vendor's electronic medical record records platform, including the technical requirements and any obligations of the County/Sheriff's Office relating to the platform.
- Set forth a detailed plan and timeline for the transition from the current healthcare operation to the Provider's proposed operation at the PCDC.
- Describe plan for pharmaceutical operations, including a prescription drug formulary, dispensing, repackaging, return procedures, and compliance with all applicable pharmacy laws.

7.2.5 SECTION E - STAFFING / PERSONNEL:

This section should outline the proposed staffing plan and describe the Vendor's capacity to successfully manage the proposed services.

- Propose staffing plan for 24-hour on-site coverage, seven days a week, 365 days a year.
- Include a detailed overview of the on-site professional and administrative/support staff that will be provided by proposed position/title, their required credentials, days per week coverage is expected, number of hours to be worked per day for each on-site staff member, and schedule of hours for each on-site staff member, etc.
- Describe Vendor's plan / ability to fill shifts left open by staffing vacancies, sick leave, and/or paid time off (PTO). Include how any temporary vacancy will be handled, whether each scheduled shift will be worked during such vacancy, and if not, how services will be delivered during that time.
- Discuss recruitment practices, equal employment opportunities, licensure/certification requirements, training including in-service, staff and continuing education, orientation of new personnel, employee assistance program and performance review.
- Provide details regarding Vendor's Human Resources Department, to include number or employees and their designated titles.

7.2.6 SECTION F - PROGRAM SUPPORT SERVICES:

In addition to providing onsite services, offsite services and staffing/personnel services, the Vendor will also be expected to provide professional management services to support the PCDC health care program. Provide details regarding these additional program support services, as applicable, including:

- Policies and Procedures. Indicate the method the Vendor will follow in establishing and revising policies and procedures for the health care / medical program and ensuring said documents are based on the standards developed by the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA).
- Proposed Collaboration Approach. Indicate the method(s) propose be used to enable Vendor to work collaboratively with PCSO in the development and implementation of policies and procedures necessary for the operation of the medical program to assure that quality health care services are available to all inmates.
- Monthly & Daily Statistics: Describe reporting methodology. Include sample reports as attachments.
- Quality Improvement Program. Specify proposed guidelines/framework for Vendor to establish a Quality Improvement Program (QIP) that will assure quality health care services will be provided to inmates. Include proposed evaluation of health care provided to inmates both onsite in the PCDC and at offsite facilities for quality, appropriateness, and continuity of care.
- **Grievance Procedure.** Specify the policies and procedures to be followed in dealing with inmate grievances regarding any aspect of the health care delivery system.

7.2.7 SECTION G - EXCEPTIONS:

 Identify, with reference to the appropriate page/section number(s), any exceptions and /or requested modifications to the RFP clauses or terms, including any set forth in the exhibits. Any RFP clauses or terms, including any set forth in the exhibits, to which the Vendor does not take exception or identify for requested modification may be incorporated into the Contract and will control over any contrary provision in the Proposal.

7.2.8 SECTION H – REFERENCES:

Vendor shall provide, if applicable, at a minimum, one (1) comparable detention center with whom Vendor currently is under contract for jail medical services similar to the Scope of Work outlined in this RFP and the ADP at said detention centers. Vendor shall also include (if applicable) two (2) former contacts from a detention center that the contract for jail medical services was terminated, or not renewed. Include the following:

- Name of Client/Firm
- Business Address
- Contact Name and Title
- Direct Phone Number
- Email Address
- Length of Relationship / Contract Dates
- ADP of the Facility Served

7.2.9 SECTION I – COST PROPOSAL / PRICING METHODOLOGY

- Vendor shall provide a pricing methodology and Cost Proposal that provides a turnkey solution to the requirements of this solicitation based on an average daily population (ADP) of 400.
- Proposal shall also include cost structure or methodology for scaling services to a higher or lower number of inmates should the ADP grow.
- Vendor is encouraged to offer a fair price based upon the Vendor's industry knowledge, experience in providing like services, relationship with local medical care facilities, and management capabilities balanced against reported history of population trends and medical encounters.
- Cost proposal shall propose one fully loaded price.
- The fully loaded price shall include all direct costs, indirect costs, overhead and profit margin, as well as sub-Vendors' total costs required to provide services in accordance with the solicitation/contract. Vendor shall include a breakout showing each of these components.
- Fully loaded price *may* include one annualized price for the first year of the contract (and monthly price) and, if applicable, another annualized price (or price escalation factor) for subsequent year(s).
- Any exceptions to the specific price shall be stated.
- Cost proposal shall also include a breakout of more detailed information necessary to fully understand pricing methodology, including:
- Associated unit and extended costs to required successfully complete the contract, with price guarantees throughout the contract duration.
- Break-out of prices for two broad components: Inside Costs and Outside/Off-site Costs.

(1) Inside costs represent the Vendor's best price for Healthcare Services (e.g., any medical encounter, procedure or incident) provided within the secure confines of the jail.

(2) Outside/off-site costs represent the Vendor's best price for Healthcare Services in the community, inpatient/outpatient care in a community medical facility, and emergency transportation services.

- Vendor may propose bridge-cost-sharing relative to outside cost offer.
- Vendor is encouraged to use innovative methodologies and/or approaches when determining outside cost.
- Vendor is expected to identify and negotiate contractual discount agreements with all off-site providers as reasonably necessary to maintain the cost-efficiency of the Vendor's program at the Detention Center. Proposal should include accompanying methods and incentives for ensuring attainment of the off-site cost projections or achieving a lower cost than projected. o Additionally, if Vendors proposes any service enhancements beyond the scope of requirements in this RFP, associated costs should be broken out in detail.
- Cost proposal shall **document any assumptions** that may be made in association with proposed costs for all service components.

- Cost proposal shall define any catastrophic limits and/or any other cost limits or exclusions including proposed split caps/limits of coverage and describe how these limits would be accounted for.
- Unless an exception is noted in this RFP or requested by the Vendor in response to this RFP and subsequently approved by PCSO, Vendor shall be responsible for all costs as described in this RFP relative to inmate medical care rendered inside and outside the PCDC jail facility.
- o Vendor takes on this responsibility when the inmate is admitted into the PCDC booking area and maintains responsibility until the inmate is permanently released from physical custody.
- Expenses associated with safekeeping (housing inmates in another detention facility) that are solely due to the inability of the Vendor to safely manage patient medical care in the PCDC shall be the responsibility of the Vendor. If PCSO Jail Administration determines safekeeping to be necessary for any non-medical reason, associated costs shall be the responsibility of Pitt County. Further, any medical expense incurred during any safekeeping not ordered by the Vendor shall be the responsibility of the responsibility of the Vendor shall be the responsibility of the County.
- If Vendor proposes any variation of assigned responsibility for covering the cost of a service category or item, the specific category or item of cost and the Vendor's proposed assigned responsibility for covering the cost should be explained fully for all applicable category or item. This should include proposed assigned responsibility either for Vendor to pay, County to pay, or Vendor to pay with limitations, and if limitations apply they should be explained in detail with reference to the applicable proposal section.
- Cost proposal should include **proposed cost containment program.**
- o Vendor is expected to propose innovative ideas/methodologies for management of all healthcare services using cost containment strategies. Proposal should specify a detailed plan for the implementation and operation of a cost containment and incentives-based program. Include the mechanism by which the Vendor plans to control health care costs, areas in which cost savings will be achieved, and to the extent possible anticipated billing of insurance companies and other third parties to recover costs associated with health care services. Include evidence of the success of such program(s) at other contract sites if applicable.
- Cost proposal should itemize and describe any applicable offer costs, designating whether they are mandatory or optional for components which may include the following:
 - o Travel Expenses Any travel expense reimbursement will be at the out-ofstate rates set forth in N.C.G.S. §138-6; as amended from time to time.
- Vendor must provide proposed **structure for invoicing/billing** including expected terms for payments by the County to the Vendor.

7.2.10 SECTION J – REQUIRED FORMS

Offerors <u>must include</u> the following documents:

- Appendix A Proposal Requirements Checklist
- Appendix B Proposal Submission (signed)
- Appendix C Addenda Receipt and Anti-Collusion (signed)

7.3 SELECTION PARTICIPANTS

- 1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Pitt County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
- 2. Representatives of Pitt County will read, review, and evaluate the RFP independently based on the evaluation criteria.
- 3. The County will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will assess the RFPs independently in accordance with the published evaluation criteria. Pitt County reserves the right to conduct interviews with a shortlist of selected respondents.
- 4. At its sole discretion, the Procurement Contact may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
- 5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

7.4 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the County will consider the information submitted in the RFP as well as the meetings (if applicable) with respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Criteria	Weights
Company Background and Experience	
	30%
Proposed Objectives and Management Summary	
- Proposed solution plan	
Project Team and Service Implementation Plan	
Staffing/Personnel	30%
Program Support Services	
	10%
Cost Proposal & Compliance with Submittal Requirements	30%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Pitt County evaluation team. The successful bidder's demonstration (if requested), along with questions and answers, will be a critical component of the overall vendor evaluation.

After identification of Short-Listed Offerors, the County may or may not decide to invite Short-Listed Offerors to vendor demonstration/interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Criteria	Weights
Proposed Approach and Staff	55%
Cost, Quality and Relevance of Interview as it Relates to the	
Scope of the RFP	45%

Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meetings.

7.5 AWARD PROCEDURE

Pitt County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. Pitt County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs.

Pitt County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms.

A proposal may be rejected if it is incomplete. Pitt County may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, Offeror, partnership, corporation or association under the same or different names, will not be considered.

Pitt County Office of the Sheriff in conjunction with the County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Pitt County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason. The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

7.6 CONFLICT CERTIFICATION

The Offeror must certify that it does not have any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation, any such conflict of interest, whether newly arising or newly discovered, must be disclosed to the County in writing.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 TERMS AND CONDITIONS

The contract award will have an initial term of three (3) years with two (2) one-year renewal options at the County's discretion, pending annual budget approval.

It is anticipated that the contract shall begin <u>July 1, 2025</u>. However, Vendor may be permitted on premises of PCDC at least thirty (30) days prior to the contract if there is a transition from the current jail medical provider to Vendor.

Pitt County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Pitt County and as such, may be subject to public review.

Vendor shall comply with, and ensure its subcontractors comply with, all local, state, and federal laws, regulations and policies relating to safety and health and employment. Having due regard to the foregoing, the awarded Vendor shall comply with all laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under the agreement resulting from this RFP, including, but not limited to, the provisions of Chapters 14, 15A, 122C, 143, 153A, and 162 of the North Carolina General Statutes, the United States Code, and regulations as well as applicable ordinances.

8.2 CONTRACTUAL OBLIGATIONS

Subject to change upon contract execution, the contents of this Proposal and the commitments set forth in the selected Proposal(s) shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service Provider(s).

8.3 SUB-CONTRACTOR/PARTNER DISCLOSURE

If the proposal by any Company requires the use of sub-contractors, partners, and/or third party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors. Said work may not be assigned to any third party or company without the written consent of Pitt County.

8.4 EXCEPTION TO THE PROPOSAL

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Proposal. All exceptions taken must be identified and explained in writing in the proposal and must specifically reference the relevant section(s) of this Proposal. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this Proposal. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

8.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Vendor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 180 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Proposal" – with solicitation number and name on the front of the envelope. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

8.6 EQUAL EMPLOYMENT OPPORTUNITY

All Offerors will be required to follow Federal Equal Employment Opportunity (EEO) policies. Pitt County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

It is the policy of Pitt County that procedures for recruitment and selection of Pitt County Government employees are designed to promote equal employment opportunity and to attract and retain the most qualified applicants. This intent is achieved through consistency in posting vacancies, evaluating all applicants on the same criteria, and by applying uniform testing methods. It is the expectation of the Pitt County Office of the Sheriff that vendors are committed to the same value system and able to demonstrate such with examples.

8.7 LICENSES

The successful Offeror(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

8.8 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Vendor/Offeror shall ensure that Offeror and any Sub-Contractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

8.9 DRUG-FREE WORKPLACE

During the performance of this Request, the Offeror agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an Offeror/Offerors in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

8.10 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Pitt County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$124,000	Each Accident
\$124,000	Disease - Each Employee
\$124,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager) Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY

(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

F. CYBER LIABILITY INSURANCE POLICY

Contractor shall procure and maintain, or cause to be procured and maintained, a Cyber liability insurance policy covering claims, causes of actions, actions, losses, liabilities, damages and expenses arising out of, caused by or the negligence or otherwise wrongful acts of the Contractor. Such policy shall provide coverage for disclosures and/or breaches of County data arising out of or relating to Contractor's services. Policy shall also include coverage for the costs associated with restoring lost or damaged County data, sending breach notifications to affected individuals, public relations expenses, fines and penalties. Coverage limits shall be no less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) per aggregate.

ADDITIONAL INSURANCE REQUIREMENTS

A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

PITT COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Pitt County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Pitt County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 1717 West Fifth Street, Greenville, North Carolina, 27858. within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Pitt, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____ Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Pitt County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Pitt County Attention: Chris Barnes Risk Manager 1717 W. 5th Street Greenville, N.C. 27858

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

8.11 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Pitt County, Pitt County Office of the Sheriff, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

9 APPENDIX A – PROPOSAL REQUIREMENTS CHECKLIST RFP 2025-1 - Inmate Health Services

SUBMIT WITH PROPOSAL

To confirm compliance with the RFP requirements, provide a yes or no answer to the following sections:

	Proposal Requirements	Yes/ No
5.	Scope of Work	
lf no, Prov	ide a summary statement:	
5.1	General Requirements and Qualification Criteria	
lf no, Prov	ride a summary statement:	I
6.	Specifications / Scope of Work	

If no, Prov	vide a summary statement:	
6.1	Examinations	
lf no, Prov	vide a summary statement:	
6.2	Receiving/Initial Preliminary Screening	
If no, Prov	vide a summary statement:	
6.3	Comprehensive Health Assessment	
lf no, Prov	vide a summary statement:	
6.4	Triaging of Complaints/ Sexual Abuse Allegations/ Use of Force Incidents.	
If no, Prov	vide a summary statement:	
6.5	Sick Call.	

6.6	Hospital Care / Specialty Services/ Major Medical	
If no, Prov	vide a summary statement:	
6.7	Emergency Services.	
If no, Prov	vide a summary statement:	
6.8	Ancillary Services.	
If no, Prov	vide a summary statement:	
6.9	Maternity Care.	
If no, Prov	vide a summary statement:	
6.10	Substance Use Screenings and Assessments.	

lf no, Prov	ide a summary statement:	
If no, Prov	vide a summary statement:	
6.11	Mental Health Services.	
If no, Prov	vide a summary statement:	
6.11.1	Psychiatry service response time for inmate requests:	
If no, Prov	vide a summary statement:	
6.11.2	Psychiatry service response time for suicide watch discontinuation and other urgent mental health emergencies:	
If no, Prov	vide a summary statement:	
6.12	Dental Care.	

6.13	Eye Care.	
If no, Prov	ide a summary statement:	
6.14	Communicable Disease.	
If no, Prov	ide a summary statement:	
6.15	Pharmaceutical Services.	
If no, Prov	ide a summary statement:	
6.16	Support for Special Programs.	
If no, Prov	ide a summary statement:	

If no, Prov	ride a summary statement:	
6.17	Medical Waste.	
lf no, Prov	vide a summary statement:	
6.18	Medical and Office Supplies.	
If no, Prov	vide a summary statement:	
6.19	Staff and Patient Health Education.	
If no, Prov	vide a summary statement:	
6.20	Communication With Inmates.	
If no, Prov	vide a summary statement:	
6.21	Consultation Services.	

If no, Prov	vide a summary statement:	
6.22	Staffing Plan/ Security Clearance Requirements.	
If no, Prov	vide a summary statement:	
6.23	Security Requirements	

If no, Provide a summary statement:		
6.24	Vendor's Employee Conduct	

If no, Provide a summary statement:			
6.25	Introduction of Contraband		
If no, Provide a summary statement:			
6.26	Orientation of New Employees.		
If no, Prov	vide a summary statement:		
6.27	Staff Evaluations.		
If no, Provide a summary statement:			
6.28	Collaboration / Meetings.		
If no, Provide a summary statement:			
6.29	Jail Medical Plan and Nature of the Delivery System:		
If no, Provide a summary statement:			
6.30	Emergency Response/Disaster (comprehensive) Plan.		

If no, Provide a summary statement:		
6.31	Policies and Procedures.	
If no, Provide a summary statement:		
6.32	Reporting Requirements.	
If no, Provide a summary statement:		
6.33	Medical Records / Confidential Records / Record Retention.	

If no, Provide a summary statement:			
6.34	Data Conversion Plan		
If no, Provide a summary statement:			
6.35	Technology and Data Security Specifications		
If no, Provide a summary statement:			
6.36	Data, Data Security and Ownership Requirements		
If no, Provide a summary statement:			
6.37	Pitt County Property		
If no, Provide a summary statement:			
6.38	Inspection by Regulatory Agencies		
If no, Provide a summary statement:			
6.39	Quality Assurance Control Program.		

If no, Provide a summary statement:		
6.40	5.40 Failure to Provide Proper Quality Control	
If no, Provide a summary statement:		
6.41	Performance Work Statement:	
If no, Provide a summary statement:		
6.41.1	Statement of Performance Output / Output Services	

If no, Provide a summary statement:			
6.42	Contract Monitoring & Compliance With Contract Requirements		
If no, Provide a summary statement:			
6.43	Performance Evaluation Meetings		
If no, Provide a summary statement:			
6.44	Written Notice of Concern		
If no, Provide a summary statement:			
6.45	Issue Resolution Team (IRT) And Penalties Requirement		
If no, Provide a summary statement:			
6.46 Invoicing and Inspection of Services			
If no, Provide a summary statement:			
6.47	No Assignment		

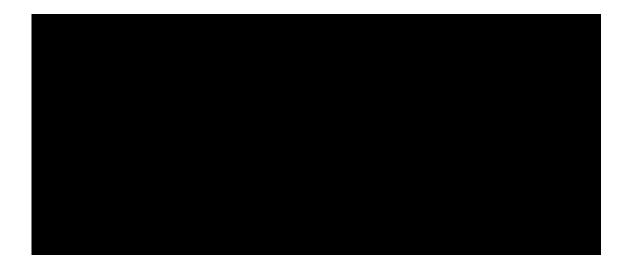
If no, Provide a summary statement:			
7.2.8	References		
If no, Provide a summary statement:			

10 APPENDIX B – PROPOSAL SUBMISSION RFP 2025-1, Inmate Health Services

SUBMIT WITH PROPOSAL

This Proposal is submitted by:

Company Legal Name:



It is understood that Pitt County and the Office of the Sheriff reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re- advertise this project. Proposal is valid for 180 days. <u>Proposal is submitted by an executive of the company that has authority to contract with Pitt County, NC.</u>

Name:

Title:

Signature:

Date:

11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION RFP 2025-1, Inmate Health Services

SUBMIT WITH PROPOSAL

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on <u>www.Pittcountync.gov</u> and/or <u>https://evp.nc.gov/solicitations/</u> It is your responsibility to check for this information.

Addendum No.	Date Downloaded

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Pitt County.

Company Name: Name: Title: Email Address: Signature: Date:

12 EXHIBIT A – JAIL MEDICAL PLAN