



# **STATE OF NORTH CAROLINA**

## **DEPARTMENT OF ADULT CORRECTION**

**Request for Proposal #: 52-RFP-1437024364-CCG**

### **LOCUM TENENS SERVICES**

**Date of Issue: February 13, 2025**

**Proposal Opening Date: March 10, 2025**

**At 2:00 PM ET**

**Direct all inquiries concerning this RFP to:**

Crystal Carlson

Procurement Specialist

Email: [crystal.carlson@dac.nc.gov](mailto:crystal.carlson@dac.nc.gov)

Phone: 919-324-6475



## STATE OF NORTH CAROLINA

### Request for Proposal #

**52-RFP-1437024364-CCG**

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For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

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Vendor Name

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Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

<b>STATE OF NORTH CAROLINA</b> <b>Department of Adult Correction</b>	
Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details:	Request for Proposal #: 52-RFP-1437024364-CCG
	Proposals will be publicly opened: <b>March 10, 2025, at 2:00 PM ET</b> <a href="#">Microsoft Teams Need help?</a> <a href="#">Join the meeting now</a> Meeting ID: 295 369 596 899 Passcode: EF9eq74K
Using Agency: Division of Comprehensive Health Services	Commodity No. and Description: 851215 – Primary care practitioner services
Requisition No.: RQ154368	

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Proposal Number: 52-RFP-1437024364-CCG

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred twenty (120) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of Department of Adult Correction)**

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## 1.0 PURPOSE AND BACKGROUND

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The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Vendors to provide Locum Tenens on an as-needed basis to the Department of Adult Correction (the Department). The State of North Carolina, Department of Adult Correction, Division of Comprehensive Health Services intends to secure multiple contracts for the provision of Locum Tenens statewide to provide clinical services to offenders in the custody and care of the Department. The purpose of this RFP is to define the Department’s minimum requirements, solicit proposals, and gain adequate information by which the State may evaluate the services offered by potential Vendors. **Vendors may bid on all clinician categories listed under Attachment A Cost Proposal or Vendors may bid on one or more individual clinician categories.**

### 1.1 BACKGROUND

The Department utilizes Locum Tenens to provide clinical services at prison facilities located throughout North Carolina to supplement Department staff. Locum Tenens are needed on both a scheduled and as-needed basis. A listing of the current facilities and their addresses may be found on the Internet at <https://www.dac.nc.gov/divisions-and-sections/institutions/prison-facilities-regional-offices>. The volume of services to be provided pursuant to this RFP will be affected by personnel factors and budgetary constraints. There is no guarantee under this RFP of any minimum or maximum volumes to any awarded Vendor.

The North Carolina Department of Adult Correction, Division of Comprehensive Health Services provides all levels of health services to an average population of 33,000 offenders and admits approximately 20,000 new offenders each year throughout 55 locations across the State.

N.C.G.S. 148-19 mandates that the Department provide healthcare services to offenders, including preventive, diagnostic, and therapeutic services. Therefore, it is important to note that the Department has a responsibility to ensure that employees and/or associated Vendors provide quality health care services. It is the vision of the Department that offenders receive competent and timely care, irrespective of their crimes.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

The intent of this solicitation is to award multiple Agency Specific Term Contracts.

### 1.2 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on May 1, 2025, or the first day of the month following contract execution, whichever is later.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

## 2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

### What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

## 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

**The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

## 2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	February 13, 2025
Submit Written Questions	Vendor	February 24, 2025, by 3:00 PM ET
Provide Response to Questions	State	February 27, 2025
Submit Proposals	Vendor	<p><b>March 10, 2025, by 2:00 PM ET</b></p> <p><b>Microsoft Teams <a href="#">Need help?</a></b>  <b><a href="#">Join the meeting now</a></b>                      Meeting ID: 295 369 596 899                      Passcode: EF9eq74K</p> <p><b>Dial in by phone</b>  <a href="#">+1 984-204-1487,,756484761#</a> United States,                      Raleigh  <a href="#">Find a local number</a>                      Phone conference ID: 756 484 761#</p> <p><b>Join on a video conferencing device</b>                      Tenant key: ncgov@m.webex.com                      Video ID: 115 706 974 2  <a href="#">More info</a></p>
Contract Effective Date	State	TBD

**2.5 PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the **Sourcing Tool's message board** by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “**RFP # 52-RFP-1437024364-CCG– Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

**2.6 PROPOSAL SUBMITTAL**

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with

instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

#### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

## 2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- c) Vendor’s Proposal addressing all Specifications of this RFP to include required information in Section 4.5.
- d) Completed version of ATTACHMENT A: COST PROPOSAL
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: ALCOHOL/DRUG-FREE WORKPLACE POLICY
- j) ATTACHMENT I: CRIMINAL HISTORY RECORD CHECK

## 2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- A. **CLINICIAN:** A medical doctor, doctor of osteopathy, dentist, psychiatrist, family nurse practitioner/physician’s assistant, social worker, licensed clinical social worker (LCSW) or psychologist provided as an independent contractor by the Vendor.
- B. **CVO:** Credential Verification Officer
- C. **DAC:** Department of Adult Correction
- D. **DCI:** Division of Criminal Information
- E. **DEPARTMENT:** Department of Adult Correction
- F. **HERO:** The acronym for the Department’s electronic medical health records system.
- E. **OFFENDER:** An individual in the custody and care of the Department; or inmate.
- F. **ON-CALL:** When a Clinician is directed to be in a standby capacity for telephone only call back responsibility for the provider from 5pm – 8am, Monday – Sunday (7-days a week). Clinician is not required to return to the work site unless circumstances warrant.
- G. **ON SITE:** Physically present at an assigned Departmental facility.
- H. **PPD:** Purified protein derivative (tuberculin).
- I. **PREA: Prison Rape Elimination Act:** The Prison Rape Elimination Act of 2003 was enacted by Congress to address the problem of sexual abuse and sexual harassment of persons in the custody of U.S. correctional

agencies. The Act applies to all public and private institutions that house Offenders, juveniles, and is also relevant to community-based agencies.

- J. **PULHEAT:** a functional assessment tool for Physical stamina, Upper extremities, Lower extremities, Hearing (ears), Eyes (vision), Activity grade and Transportation.
- K. **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to Fulfill the requirements and specifications of this solicitation.

### 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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#### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to multiple Vendors, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

#### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

#### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

**The State will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

**3.4 EVALUATION CRITERIA**

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

**BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

**EVALUTION METHOD:** Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Experience (Section 4.5)
2. Total cost to the State (ATTACHMENT A: COST PROPOSAL)

### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the State’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### 3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

## 4.0 REQUIREMENTS

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This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

### 4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: COST PROPOSAL and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

**Vendor may bid on all Clinician Categories listed in ATTACHMENT A or may bid only on one or more individual Clinician Categories. Vendors must provide an hourly rate for On-Site Hourly Rate, On-Call Hourly Rate Weekday,**

**On-Call Hourly Rate Weekend and Telehealth Hourly Rate for each Clinician Category they bid on in order to qualify for an award in that Clinician Category.**

**4.2 INVOICES**

- a. Invoices shall bear the correct purchase order number to ensure prompt payment. The Vendor’s failure to include the correct purchase order number may cause delay in payment.
- b. Invoices shall include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, and the amount of fees due to the Vendor.
- c. The Vendor shall submit invoices weekly.
- d. Invoices shall be submitted to:  
**NC Department of Adult Correction  
Controller  
5220 Mail Service Center  
Raleigh, NC 27699-5220**

**4.3 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

**4.4 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

**4.5 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate a minimum of **three (3) years** of experience with public and/or private sector clients with similar or greater size and complexity to the State. **Vendor shall also demonstrate a minimum of three (3) years of providing locum tenens staffing in a correctional setting.** Vendor shall submit a detailed narrative that specifies both the experience of the organization itself and the experience/qualifications of key Vendor personnel who are proposed to manage the work under the contract.

Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

#### 4.6 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

#### 4.7 BACKGROUND CHECKS AND CREDENTIALING

The Department shall require all clinicians who are approved to work in the Department's facilities to undergo a local background check (DCI) and credentialing/privileging review BEFORE they are to report to their assigned work location. This will be managed by the Department utilizing the clinician completed DCI Request Form (ATTACHMENT I). All clinicians who are forwarded to the Credential Verification Officer (CVO) for credentialing will also complete a DCI Request Form but will only report to the assigned facility upon notification of credentialing completion and approval. This information will be forwarded to:

**Sarah M. Norman**

Credential Verification Officer  
North Carolina Department of Adult Correction  
Division of Comprehensive Health Services  
Mobile: 919-219-0874  
Email: [sarah.norman@dac.nc.gov](mailto:sarah.norman@dac.nc.gov)

The vendor shall include copies of all supporting documentation for the credentialing for each Clinician at the time the candidates' names are submitted to the Department, to include the following:

1. Official transcript with degree from an approved/accredited medical school
2. Verification of at least one year post graduate training
3. State licensure
4. Current C.V.
5. Federal Drug Enforcement Administration certificate
6. Malpractice liability insurance
7. Criminal record check (*Convicted felons may not be allowed to enter any prison*)

#### 4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The Department will approve or disapprove the requested substitution in a timely manner. The Department may, in its sole discretion, terminate the Services of any person

providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

Clinicians are responsible for following applicable DAC facility policies. In addition to the right to terminate the services of any Clinician providing services under this Contract, the Department shall have the right in its sole discretion to deny any Clinician from access to its facilities and/or patient population.

Client Offer of Employment to Contract Employee: Should the Department reject any person presented by the Vendor as a Clinician for a position, then the Department agrees that for a period of twelve (12) months after the first date of introduction/presentation to the Department or from the date the Clinician was terminated, whichever is later, the Department will not hire the rejected Clinician for any reason for the same or similar position.

**4.9 VENDOR’S REPRESENTATIONS**

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.10 AGENCY INSURANCE REQUIREMENTS**

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

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Vendors responding to this RFP shall meet the following minimal requirements, in addition to the terms and conditions outlined in this RFP.

**5.1 VENDOR RESPONSIBILITIES**

A. Credentialing of Personnel Providing Services:

Vendor agrees to conduct internal credentialing activities for Clinicians who will furnish services, to the extent and to the same standards as are usually and customarily applied within the medical profession, consistent with the nature of the services rendered. Vendor agrees to adhere to the standards of the National Committee for Quality Assurance (NCQA), provisions of The Joint Commission and any applicable Statutes, Administrative Codes, and Federal & State Regulations in the performance of the credentialing and privileging function. If the Vendor’s credentialed Clinicians medical license is suspended, encumbered, or revoked, Vendor shall

remove this clinician from providing services under this Contract. Vendor shall make best efforts for the continuation of services under this Contract with replacement of the Clinician.

B. Candidate Request and Submission:

The Department will submit a request to all Awarded Vendors to supply one or more Clinicians on an as-needed basis, giving as much advance notice to the Vendor as reasonably possible. Requests shall be placed in writing, by email, and will contain the start date, location of service, and the type of Clinician needed. The Vendor shall submit names of available candidates to the Department. As the names of candidates are received, the Department will begin interviewing candidates on a first come first serve basis. The Department will make every effort to approve candidates resulting in the least cost as possible to the Department. Specific information pertinent to the placement of the Clinician will be provided by the Department at the time of the Clinician interview. The Department will notify the Vendor after the Clinician interview of its intention to approve or disapprove the placement of the Clinician.

The Vendor shall include copies of all supporting documentation for the credentialing for each Clinician at the time the candidates' names are submitted to the Department, to include the following:

1. Official transcript with degree from an approved/accredited medical school
2. Verification of at least one year post graduate training
3. State licensure
4. Current C.V.
5. Federal Drug Enforcement Administration certificate
6. Malpractice liability insurance
7. Criminal record check (*Convicted felons may not be allowed to enter any prison*)

C. The Vendor shall maintain up-to-date records of immunizations and annual tests results for the Clinicians working under this Contract. Evidence of compliance to this requirement shall be received by the Director of Health Administration or designee within 10 days of notice. Clinicians updated records shall be sent to the CVO.

D. Pre-Approval of Personnel: All Clinicians furnished by the Vendor for work under this Contract shall be pre-approved by the Department. The Vendor agrees not to make arrangements to have another Clinician provide "alternate" staffing without first obtaining the Department's approval. Convicted felons may not be allowed to enter any prison facility.

E. Maintenance of License and Insurance:

If the Vendor's credentialed Clinician's or Non-Credentialed Clinician's license or malpractice insurance is suspended, encumbered or revoked, Vendor shall remove such Clinician from providing services under this Contract and shall immediately notify the Medical Director/Designee of the event. Such notification shall be in writing (email is sufficient) and within twenty-four (24) hours of the event. Failure to notify the Department may result in Contract termination. Vendor shall make best efforts for the continuation of services under this Contract with replacement of the Clinician.

F. Alcohol/Drug-Free Workplace:

Vendor understands that a Clinician's use of alcohol or narcotic drugs while on duty is prohibited and that this may be grounds for contract termination. The Department's Alcohol/Drug Free Workplace Policy is outlined

in ATTACHMENT H. Vendor certifies that he/she has received and reviewed a copy of The Department of Adult Correction’s Alcohol/Drug Free Workplace Policy and understands:

1. The requirement to notify the Medical Director/Designee and Prison Superintendent immediately upon arrest or conviction for any related offense;
  2. Possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy shall result in immediate termination for cause.
- G. The Vendor shall provide Insurance as described in ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS, item number 15, Insurance. The vendor shall provide Certificate of Insurance (COI) for clinicians selected to fill a vacant position. COI shall be forwarded to the Credential Verification Officer (CVO) listed under Item 4.7 and must include clinician’s name and work location address. If clinician is working at multiple locations, the following address may be used: 831 W. Morgan Street, Raleigh, NC 27603.
- H. The Vendor may advertise on social media, the internet, newspapers, etc., for vacant positions. Vendors may use the term “Correctional Facility,” the city the facility is located in, and the type of Clinician needed in the advertisement. However, there shall be no mention of the State of North Carolina or Department of Adult Correction in the advertisement, nor shall the use of the existence of this Contract or the name of the State of North Carolina be used as part of any commercial advertising or marketing of products or services. Please see Attachment C: North Carolina General Terms and Conditions, Item number 12. *Advertising*.
- I. **Monthly Assignment Status Reports:**  
The Vendor shall provide a Monthly Assignment Report to the designated DAC Division of Comprehensive Health Services representative. (to be determined after award of contract) This report shall include, PO Number, DAC facility number, DAC facility name, Service Start and End Date of Clinician assignment, Clinician name, Position Title, number of weeks assigned to that facility, approx. number of hours per week, rate per hour and total dollar amount for contract term. The Vendor shall submit these reports electronically using the Excel format provided by DAC after award of contract. The Vendor shall email to designated DAC Division of Comprehensive Health Services representative and copy the Contract Manager on the second Monday of each month or as agreed by the parties. These reports will be used as a tool for processing payments in a timely manner.
- J. Clinicians are not eligible for State health insurance benefits through the Department. The Vendor shall either provide any applicable health insurance or information regarding eligibility under the Affordable Care Act to Clinician.
- K. The Vendor shall be responsible for any overtime or holiday payments due to any person employed by the Vendor who is providing services under this contract. In addition, the Vendor agrees that the Vendor is responsible for any worker’s compensation payments to which any employee providing services under this Contract may be found to be entitled. The Vendor agrees that if the Department is found to be liable for any overtime, holiday, or worker’s compensation payments that the Vendor will reimburse the Department for any such liability.

**5.2 QUALIFICATIONS AND REQUIREMENTS OF CLINICIANS PERFORMING SERVICES**

- A. **All Clinicians:**  
Qualifications of Clinicians assigned to perform services covered by this RFP shall be subject to review by the Department’s Medical Director/Designee and the facility Medical Director/Designee. The Vendor shall provide Clinicians who possess the following minimum professional qualifications:
1. A current valid and unrestricted license to practice in the state of North Carolina;

2. Medical malpractice insurance coverage in the amount of \$1 million per incident and \$3 million in the aggregate, covering the clinician engaged in any work under the contract;
3. Current certification in Basic Life Support (BLS) for Healthcare Providers by the American Heart Association or the American Red Cross. Telehealth services are excluded from this requirement; Maintain certification in Advanced Cardiac Life Support (ACLS) by the American Heart Association for Central Prison Health Care Complex and NC Correctional Institute for Women as indicated;
4. Exhibit current competence in community standard treatment principles and techniques;
5. Technically proficient in the skills necessary to speak, understand, read, and write English;
6. No physical or mental condition which may adversely affect the ability to practice;
7. No record of a loss (voluntary or involuntary), reduction, restriction or revocation of medical staff membership or clinical privileges at any institution;
8. No felony criminal convictions;
9. DEA narcotics license. This requirement does not apply to Psychologist or Social Workers.

B. Additional requirements for ALL Clinicians (except Licensed Clinical Social Workers):

1. On-Call Services are telephone only call back and shall be during the hours of 5pm – 8am, Monday – Sunday (7-days a week) The Clinician is not required to return to the work site unless circumstances warrant. Does not apply to Telehealth services.
2. On-Call Service exception: If a Clinician that is On-Call is called back into a facility the On-Call Hourly Rate stops and the On-Site Hourly rate applies for the time the Clinician is at the facility.
3. Clinicians will be onsite between the hours of 6:00 am and 6:00 pm, Monday through Friday, excluding holidays, unless prior approval is received from the Warden and DAC Medical Director. Does not apply to Telehealth services.

C. Additional requirements for certain Clinicians:

**1. All Primary Care Clinicians:**

- a) Completion of a training program approved by the American Council of Graduate Medical Education (ACGME) or Osteopathic approved training program in general practice, family practice, internal medicine or emergency medicine;
- b) Board eligible or board certified in general practice, family practice, internal medicine or emergency medicine;
- c) Graduation from a medical school approved by the Liaison Committee on Medical Education of the American Medical Association or the American Osteopathic Association or permanent certification by the Educational Commission for Foreign Medical Graduates (ECFMG)

**2. All Mid-Level Clinicians (Physician Assistant, Nurse Practitioner):**

a) **All physician assistants:**

- i. Active national certification as a physician assistant (PA-C) by the National Commission for the Certification of Physician Assistants;
- ii. Current physician assistant practice status granted by the State of North Carolina

b) **All nurse practitioners:**

- i. Current certification from American Nurse Credentialing Center (ANCC) or American Association of Nurse Practitioners (AANP).
- ii. Current nurse practitioner approval number and able to perform within a scope of practice which is consistent with the Nurse Practice Act of the State of North Carolina.

**3. All Psychiatrists:**

- a) Completion of a training program approved by the American Council of Graduate Medical Education (ACGME) or Osteopathic approved training program in psychiatry;
- b) Board eligible or board certified in psychiatry

**4. Psychologist:**

The primary purpose of the psychologist is to provide psychological, diagnostic and intervention services to offenders housed at NCDAC. This includes comprehensive psychological evaluations, evaluations for intelligence, learning, behavioral and personality disorders, behavioral training, individual and group counseling, and consultation with unit staff and outside treatment agencies.

- a) Psychologist shall have a wide range of knowledge, skills and ability in the use of interpretation of psychological assessment instruments.
- b) Psychologist shall have an in-depth knowledge of theories and systems of psychological factors.
- c) Psychologist shall have a master’s degree (minimum) from an accredited institution in the field of psychology with an emphasis in clinical psychology.
- d) Psychologist shall be licensed under applicable statutes of North Carolina and the North Carolina Psychology Board. License must be in good standing with no restrictions.

**5. Licensed Clinical Social Worker**

- a) Licensed Clinical Social Worker shall have a master’s degree (minimum) from an accredited institution in the field of Clinical Social Worker with an emphasis in aftercare planning.
- b) Licensed Clinical Social Worker shall be licensed under applicable statutes of North Carolina. Licensee must be in good standing with no restrictions.
- c) Licensed Clinical Social Worker to provide social work services to mentally ill offenders housed at selected facilities. Services include individual counseling, group counseling, programming for behavior modification, and aftercare planning for offenders completing their mandatory sentences. Hours of operation – 8:00 am to 5:00 pm Monday through Friday.
- d) Licensed Clinical Social Workers are not required to provide on-call services.

**5.3 CLINICIAN RESPONSIBILITIES**

A. General: The Clinicians shall:

- 1. Provide services that are medically necessary, consistent with symptoms and diagnosis, appropriate with regard to standards of medical practice, not solely for convenience or offender request, the most appropriate level of service that can safely be provided and intended to result in restoration or improvement in function, and not to be considered as investigational [G.S.58-50-61 (Appropriateness of care)].

2. Provide services which include, but are not limited to, inpatient and outpatient professional, diagnostic and surgical procedures for offenders in the custody and care of the Department.
3. Provide services primarily between the hours of 6:00am-6:00pm on site, Monday through Friday, excluding holidays at the Clinician's assigned facility or facilities with limited exceptions that shall be approved by the Medical Director/Designee. If after hours services are required, these services must be approved by the Warden of the facility. Such exceptions and requests for those exceptions, shall be requested and granted in writing before the time is worked. Clinicians should obtain a DAC approved timesheet to record their hours of work. This timesheet must be verified and signed by the Facility Representative. Clinicians shall only record time actually worked at their assigned facility or facilities unless approval has been granted by the Medical Director/Designee in writing before the time is worked. Once clinician time sheets are reviewed and validated (signed) by all parties (clinician, and facility clinical supervisor), they are sent to the vendor. The invoices shall be emailed to the Department's designee (name and contact information will be provided at the time of award) to allow the Department to prepare internal documentation for final processing and payout. Clinicians' time sheets may be audited by the Department. The Department reserves the right to deny payment or request refund for payment to any Clinician whose timesheets are found to be inaccurate. Inability to submit the verified Clinician Time Report may result in denial of payment.
4. Clinician is responsible for obtaining approval from their supervisor for any time off. Clinician should make arrangements with the Vendor to cover all clinic/patient appointments. All Clinicians furnished by the Vendor for work under this contract shall be pre-approved by the Department.
5. Be preapproved by the Department prior to starting work. Clinician should include a signed approval letter of practice and signature of requested privileges.
6. Provide services in DAC facilities and shall be consistent with community standards of practice and performed in accordance with customary rules of ethics and conduct of the applicable state and professional licensure boards and agencies.
7. Clinicians' responsibilities shall include but not be limited to:
  - a) Reviewing and legibly documenting patient history into the electronic healthcare record (HERO).
  - b) Reviewing diagnostic examination results including but not limited to laboratory, radiology, and other imaging studies; specialists' findings and recommendations; nursing care and nurses notes concerning the patient.
  - c) Initiating requests for studies, diagnostic testing or procedures, examinations, treatments, and surgical procedures deemed necessary for the health of the patient.
  - d) Performing approved studies, diagnostic testing or procedures, examinations, treatments, and surgical procedures deemed necessary for the health of the patient.
  - e) Providing referrals for other medically necessary services and documenting the need for all referrals to specialty clinics and services.
  - f) Prescribing medications in accordance with the Department's Drug Formulary.
  - g) Providing adequate, legible, appropriate, and timely documentation for all patient encounters in the medical record in Problem Oriented Medical Record format.
  - h) Conducting telephone consultation during regular business hours, with facility health services staff.
  - i) Assigning (PULHEAT) physical health ratings to be used in assignment and/or change of work grade and living assignment.

- j) Conducting chronic disease assessments per Department guidelines.
  - k) Providing primary on-call activities as scheduled. Respond to any and all urgent call backs from the facility to which they are assigned between the hours of 8AM to 5PM on the days they are covering their assigned facility.
  - l) Reviewing and co-signing mid-level clinicians' charts as appropriate.
  - m) Providing consultation to mid-level clinicians either verbally or by direct patient re-evaluation as needed.
- B. Care of Records: The Clinician shall be responsible for the proper custody and care of any files, equipment and/or records furnished him/her for use in connection with the performance of this agreement. While such items are in his or her care, custody or control, the Clinician shall use reasonable care to protect from damage or loss of files, equipment and records provided to the Clinician for use in connection with the performance of this agreement. This does not relieve the Clinician of the responsibilities of record keeping as it relates to patient care or maintaining records of patient care as required by the Department policy or North Carolina law.
- C. Documentation: The Clinician shall document all services rendered, medication treatments, evaluations, referrals for additional services, treatment plans and plans for continuing care in the Offender's medical record at the time services are rendered. Clinician shall also be responsible for completing any Utilization Review request(s) and/or worksheets before the close of each encounter in which the need is identified. Documentation shall include the clinician's full electronic signature. All medical records shall be and remain the property of the Department and shall not be removed or transferred from the Department except in accordance with applicable laws.
- D. Incident Reports: The Clinician shall report incidents involving patients to the Department's Medical Director within (24) hours of occurrence. The Vendor and/or the Clinician shall be responsible for any cost incurred as a consequence of injury or illness resulting from an incident determined by the Department to be due to the negligence of or misconduct of the Vendor's personnel.
- E. Policies and Procedures: The Clinician shall be responsible for compliance with all applicable Department policies including Quality Assurance Policies and Health Care Procedures.
- F. Treatment: The Clinician shall provide treatment and services that are medically necessary, consistent with symptoms and diagnosis of treatment, appropriate with regards to standards of medical practice, not solely for convenience or Offender request. Services provided are to result in restoration or improvement in function and not considered as investigational. Vendor agrees that no action by Department and/or any other person or entity in any way absolves, relieves, or lessens the Clinician's responsibility and duty to provide appropriate and adequate medical care to all of Department's patients. Nothing in this contract will be construed to require Clinician to follow any procedure, professional or administrative, which is medically unacceptable or professionally unwise under the circumstances.
- G. Utilization Management Compliance: The Clinician shall agree to comply with the Department's Utilization Management (UM) authorization and appeals process for health services and participate in formal, utilization management and review. Clinician agrees to comply with all determinations rendered through these programs.
- H. Quality Assurance: Clinician shall agree to participate in formal quality assurance and peer review activities related to the services provided. Clinician agrees to comply with all determinations rendered through these programs.
- I. Immunizations: The Clinician shall have:
- 1. Required yearly PPD in absence of no previous positive tuberculin skin test. If the Clinician is shown to have had a positive tuberculin skin test, documentation of treatment (INH) shall be provided, to include an x-ray within the past five (5) years and an Quanti-FERON testing yearly. PPD is not required for telehealth services.
  - 2. Hepatitis B and Rubella Immunizations or Serologies are required.

The Department’s Medical Director may at his/her discretion and based upon their professional medical experience and knowledge, provide waivers or exceptions to any of the requirements indicated in the immunization section of the contract.

- J. Treatment via Telehealth: Telehealth face-to-face encounters will be at the discretion of the Department and would involve Department approved equipment at a Department site (Prison or Regional/Central Office). Vendor agrees that no action by the Department and/or any other person or entity in any way absolves, relieves, or lessens the Clinician’s responsibility and duty to provide appropriate and adequate medical care to all of Department’s patients. Nothing in this contract will be constituted to require Clinician to follow any procedure, professional or administrative, which is medically unacceptable or professionally unwise under the circumstances.

**5.4 DEPARTMENT RESPONSIBILITIES**

- A. The Department will provide training to all clinicians in the use of HERO. Clinicians will be paid for training at the on-site hourly rate.
- B. The Department will provide all necessary training, equipment, supplies, furniture, office machines, etc. that is needed for the Clinician to perform their duties. Clinicians will be paid for training at the on-site hourly rate.
- C. The Department will make reasonable efforts to provide a clean and safe work environment.
- D. Vendors will be contacted by the Department’s Deputy Medical Director or designee via email when Services are needed.

The Department of Adult Correction will submit a request to all Awarded Vendors to supply one or more clinicians on an as-needed basis, giving as much advance notice to the Vendor as reasonably possible. Requests will be placed in writing by email, and will contain, at a minimum, the start date, location of service, and the type of clinician needed. The Department will notify the awarded vendors of the notification of staffing need at the contact below:

**Vendor shall provide primary and secondary contact information for notification of need:**

Name primary: \_\_\_\_\_

Email primary: \_\_\_\_\_

Phone primary: \_\_\_\_\_

Name secondary: \_\_\_\_\_

Email secondary: \_\_\_\_\_

Phone secondary: \_\_\_\_\_

**Note: It is the Vendor’s responsibility to update this information if it changes.**

- 1. The Department will interview qualified candidates in the order received, on a first-come, first-served basis. The first acceptable candidate that can meet the requested work start date, and any other specific requests will be placed.
- 2. The Department will provide orientation and training in areas such as PREA (see page 24 Additional Department of Adult Correction Contract Terms and Conditions, item 2), staff/Offender relations, HERO documentation, entrance procedures, and other modules as designated by the facility management. The hourly rate will be paid for training.

- 3. For temporary staffing assignment placements of more than one month, and except in situations where clinician misconduct or performance necessitates immediate removal/discontinuation of services, the Department will make every reasonable effort to notify the Vendor in writing at least two (2) weeks in advance of an assignment end date.

## 6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

Crystal Carlson, Procurement Specialist III, NC Department of Adult Correction, Purchasing Office, 5227 Mail Service Center, Raleigh, NC 27699, (919) 324-6475, is designated as the Contract Administrator for the Department.

William “Bill” Lucas, Director of Business Administration, NC Department of Adult Correction, Division of Comprehensive Health Services, 4278 Mail Service Center, Raleigh, NC 27699, is designated as the Contract Manager for the Department

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Vendor Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

### 6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

### 6.3 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## 6.4 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## 6.5 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

## 6.6 DAC ADDITIONAL TERMS

- 1) **ALCOHOL/DRUG-FREE WORKPLACE POLICY:** A copy of the Department’s Alcohol/Drug Free Workplace Policy is attached to this solicitation in the Ariba Sourcing Tool. The Vendor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department’s policy. The Vendor understands that its employees/staff are required to abide by these standards. The Vendor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.
  
- 2) **PREA:** The NC Department of Adult Correction is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors, or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DAC, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to [SVC\\_dac.prea@dac.nc.gov](mailto:SVC_dac.prea@dac.nc.gov), or the DAC Communications office at (919) 825-2754.

Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison, or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDAC policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDAC policy.

By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

## 6.7 ATTACHMENTS

All attachments to this RFP are **found within the Ariba Sourcing Tool** with this solicitation, and are incorporated herein, and shall be submitted by responding in the appropriate field in Sourcing Tool.

### **List of Attachments found within the Ariba Sourcing Tool:**

ATTACHMENT A: COST PROPOSAL

ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

ATTACHMENT E: CUSTOMER REFERENCE FORM

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

ATTACHMENT H: ALCOHOL/DRUG-FREE WORKPLACE POLICY

ATTACHMENT I: CRIMINAL HISTORY RECORD CHECK