

**CALHOUN COUNTY  
REQUEST FOR PROPOSAL  
CALHOUN COUNTY ADMINISTRATOR'S OFFICE  
PURCHASING DIVISION  
(269) 781-0981**

**ISSUE DATE:           SEPTEMBER 24, 2014**

**DUE DATE:            OCTOBER 22, 2014**

**PROJECT:             INMATE MEDICAL SERVICES – RFP#129-14**

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

**PART I - INSTRUCTIONS, TERMS, & CONDITIONS**

**1.1   PROPOSAL SUBMISSION:**

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope/package to the following address:

**CALHOUN COUNTY BUILDING  
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION  
315 WEST GREEN STREET  
MARSHALL, MI 49068**

All proposals received shall be notated as such on the outside of the envelope:

**PROPOSAL:            INMATE MEDICAL SERVICES- RFP#129-14**

**DUE DATE:            OCTOBER, 22, 2014 @ 3:00P.M. (LOCAL TIME)**

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

\_\_\_\_\_  
REGISTRATION NUMBER:

1.3.2 A PARTNERSHIP doing business under the firm name of:

\_\_\_\_\_  
All of the members of which are :

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

1.3.3 A CORPORATION organized and doing business under the laws of the State of

\_\_\_\_\_  
REGISTRATION NUMBER:

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.

1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.

1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 500,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Medical Malpractice:** The Contractor shall procure and maintain during the life of this contract Medical Malpractice Insurance with limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

1.8.5 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

1.8.6 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068).

1.8.7 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

## 1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

## 1.10 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

1.10.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

1.10.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

1.10.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.

1.10.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

## 1.11 DISCLOSURE

1.11.1 All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.11.2 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

## 1.12 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

## 1.13 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

#### 1.14 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP), all documents necessary to the successful execution of the contract.

1.14.1 The contract will be awarded to the most responsible bidder whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.

1.14.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.

1.14.3 The County reserves the right to postpone the proposal opening for its own convenience.

1.14.4 The County reserves the right to reissue the request for proposal.

1.14.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

#### 1.15 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

#### 1.16 INDEPENDENT CONTRACTOR

1.16.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

1.16.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

1.16.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

#### 1.17 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

#### 1.18 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

#### 1.19 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

#### 1.20 INDEMNIFICATION

1.20.1 The Contractor shall indemnify and hold harmless the County of Calhoun and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, which includes all labor, material and equipment required to produce the commodity, construction and or service required by the contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the

work itself) including the loss of use resulting from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

1.20.2 In any and all claims against the County of Calhoun or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

1.20.3 The obligations of the Contractor under this indemnification agreement shall not extend to the liability of the County of Calhoun, its agents or employees arising out of (1) the preparation of approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the County of Calhoun, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

#### 1.21 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. Proposers will be paid on a monthly basis after services have been delivered. Adjustments for staffing and per diem will be made on a quarterly basis.

#### 1.22 LENGTH OF CONTRACT

1.22.1 The initial term of this contract shall be for a *five (5) year* period, commencing *January 1, 2015*, and ending on *DECEMBER 31, 2020*. This contract may be extended with mutual agreement by both parties for two (2) additional terms of one (1) year each. In no event shall the term of this contract, including extensions, exceed seven (7) years.

1.22.2 The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

### 1.23 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

### 1.24 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

### 1.25 DEFINITIONS

For the purpose of this Request for Proposal, the term "Contractor" refers to the provider of equipment/services. The terms "Vendor", "Bidder", "Provider" and "Offerer" are used interchangeably with "Contractor" to refer to the individual, partnership or corporation submitting the bid/proposal. The term "County" has been used to refer to the Calhoun County Board of Commissioners.

## PART II - GENERAL PROVISIONS

### 2.1 SUBMISSION OF PROPOSALS

2.1.1 One original and *five ( 5 )* copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original". The County reserves the right to assess a copy charge to any Contractor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

2.1.2 To be considered, bidders must submit a complete response to this RFP. No other distribution of RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

### 2.2 PREPARATION OF PROPOSALS

2.2.1 The proposal shall be legibly prepared in either ink or typed.

2.2.2 Should the bidder find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.

2.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

### 2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the bidder's proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

## 2.4 INQUIRIES

2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or an addendum to the RFP if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.

2.4.2 Questions that arise as a result of this RFP must be submitted in writing to the issuing office via E-MAIL/FAX by **October 9, 2014**. All questions and answers will be transmitted via E-MAIL/FAX to all potential bidders by **October 13, 2014**. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Calhoun County Administration Office  
Purchasing Division  
315 West Green Street  
Marshall, Michigan 49068  
CONTACT: Leslie Obrig  
FAX: (269) 781-0140  
E-MAIL: [lobrig@calhouncountymi.gov](mailto:lobrig@calhouncountymi.gov)

## 2.5 INSPECTION OF THE AREA

All bidders may visibly inspect the jail and medical work area in order to become familiar with the scope of the work contemplated. Submission of a proposal will be deemed conclusive evidence that such an inspection has been made or that such inspection is waived and submission of a proposal shall constitute a waiver by each bidder or all claims of error in the proposal, withdrawal of proposal, or payment of extras or a combination thereof or any revision thereof. Contact to arrange a tour of the medical facility:

*Chief Deputy James McDonagh*  
[jmcdonagh@calhouncountymi.gov](mailto:jmcdonagh@calhouncountymi.gov)  
*(269)969-6410*

## 2.6 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

## 2.7 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered

## 2.8 ALTERNATE PROPOSALS

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume Contractor is in agreement.

## 2.9 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

## PART III - TECHNICAL SPECIFICATIONS

### 3.1 INTRODUCTION TO SCOPE OF WORK

- 3.1.1 The Contractor is to establish a program for the provision of comprehensive health care services for the Calhoun County Correctional Facility. The program is to meet constitutional and community standards and as a minimum, meet the Standards of the National Commission on Correctional Health Care; all Michigan Jail Standards regarding the provision of health services in jail facilities.
- 3.1.2 The Calhoun County Correctional Facility was built in 1994. It is a direct supervision jail. The capacity of the facility is 600 inmates. In 2012, there were 10,200 inmates booked at the Correctional Facility. The average length of stay was 78 days. The current average daily population is 550 inmates and consists of 65-100 females and 450-500 males. There are 20 male segregation beds and four (4) female segregation beds. There is an on-site infirmary currently consisting of three (3) beds with the potential for four (4) beds. There are two (2) isolation beds with negative air pressure. There is a room designed as a detoxification room in addition to six (6) beds in the Special Management Unit .
- 3.1.3 In addition to County inmates the Office of the Sheriff has contracts to rent inmate bed space. Currently the Office of the Sheriff is providing bed space to the City of Dearborn, the City of Livonia, the U.S. Marshal Service, U. S. Boarder Patrol, the Bureau of Immigration and Customs Enforcement and Michigan Department of Corrections. Boarded population may fluctuate between 150 and 250 inmates. The Contractor shall be responsible for obtaining the required approvals from the respective agencies for off-site medical care. The Contractor shall be responsible for any billing of the agencies for off-site medical services and prescriptions but the County/Contractor will not be responsible for those costs.

### 3.2 SCOPE OF WORK REQUIREMENTS

Included below are features of the program. The inclusion of program features within the technical specifications is not meant to indicate any limitations on the program, but it is intended to provide a description of some of the more salient components of the program.

#### 3.2.1 Receiving Screening

- 3.2.1.1 A receiving screening will be performed on all new and/or transferred inmates by either health trained correctional staff or health staff immediately upon their arrival at the correctional facility. Pre-booking injuries will be the responsibility of the Contractor dependent upon the terms and conditions of

the final agreement. Injured individuals or individuals with an altered level of consciousness must be medically cleared prior to booking.

- 3.2.1.2 The findings of the preliminary screening and evaluation will be recorded on a form approved by the County and entered into the inmate's medical record. Verification of medication and release of information shall be obtained as part of the receiving screening. Appropriate disposition based upon the findings of the receiving screening shall occur and be documented. Nursing staff shall be expected to review the findings of the receiving screening on a daily basis.
- 3.2.1.3 Inmates that require off-site emergency care should be referred to an emergency room. Inmates that need to be seen by a physician or mental health provider are to be referred for evaluation and care.
- 3.2.1.4 Nurses will be called to the booking area to evaluate inmates that are intoxicated, experiencing alcohol or drug withdrawal, are seriously injured, or may have a contagious disease.
- 3.2.1.5 Officers shall be made aware of inmates with special medical needs such as diabetes, asthma, pregnancy or detoxification. This can be accomplished through the jail management system.
- 3.2.1.6 An explanation of procedures for accessing medical, mental health and dental services shall be provided to inmates orally and in writing both in English and in Spanish upon their arrival to the facilities. If the inmate cannot speak English or Spanish then a language line will be utilized. The cost of the language line shall be borne by the contractor.

### 3.2.2 Detoxification of Inmates

- 3.2.2.1 The Contractor shall be responsible for the detoxification of inmates withdrawing from drugs or alcohol. Nurses shall be expected to record vital signs, state of consciousness, speech pattern, nausea, vomiting, anxiety, weakness, restlessness, sweating, shakiness and muscle twitching on a flow chart. Vital signs on a CIWA-ar or COWS flow sheet for 72 hours is required. If the inmate is in active withdrawal, the inmate shall be monitored every two (2) hours and then every eight (8) hours when stable.
- 3.2.2.2 Inmates experiencing severe detoxification (overdose) or withdrawal shall be transferred to a licensed acute care facility if deemed medically necessary by the Contractor.
- 3.2.2.3 The physician shall be notified for detoxification orders.

3.2.2.4 If a pregnant woman is on methadone, methadone will be continued by making arrangements with an outside licensed agency.

### 3.2.3 Inmate Health Appraisal

3.2.3.1 A health appraisal must be completed according to NCCHC and ACA standards by an RN, mid-level practitioner or physician for each inmate within fourteen (14) days after arrival at the correctional facility unless the need for a health appraisal sooner than such time is clinically indicated.

3.2.3.2 The health appraisal must include the following:

- 3.2.3.2.1 Review of the receiving screening
- 3.2.3.2.2 Complete history and physical examination
- 3.2.3.2.3 Recording of vital signs, height, and weight
- 3.2.3.2.4 Mental health evaluation
- 3.2.3.2.5 Dental screening;
- 3.2.3.2.6 Testing for tuberculosis
- 3.2.3.2.7 Vision and hearing screening
- 3.2.3.2.8 Laboratory test including VDRL, and other diagnostic tests as clinically indicated
- 3.2.3.2.9 Review of the results of the health appraisal by a physician
- 3.2.3.2.10 Initiation of the therapy when appropriate.
- 3.2.3.2.11 Documentation evidence of a health examination within the prior six months prior to the current incarceration shall be sufficient to satisfy this requirement.
- 3.2.3.2.12 If the health assessment is completed by an RN or midlevel practitioner, it is to be reviewed, initialed and dated by the physician.

### 3.2.4 Periodic Health Appraisals

3.2.4.1 Contractor shall conduct annual physicals on all inmates that have been incarcerated at the facility for over one year.

3.2.4.2 A protocol or narrative defining the extent of the health assessment shall be discussed or included with this section.

3.2.4.3 The periodic health appraisal shall be based on risk factors for specific age groups.

3.2.4.4 At a minimum, an annual PPD shall be performed on all inmates whose stay exceeds 365 days.

### 3.2.5 Sick Call

3.2.5.1 Contractor shall conduct sick call according to NCCHC standards for jail facilities.

3.2.5.2 The sick call clinics shall be conducted by an on-site nurse, mid-level practitioner or physician. In conducting these clinics health care staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided.

3.2.5.3 All inmates are to be seen at sick call (not triage) within 48 hours (72 hours for weekends or holidays) of their submission of a request for health services. Referrals to a physician or midlevel provider shall occur within seven (7) days of the inmate initial sick call request.

3.2.5.4 Sick call, a minimum of three days per week, shall be conducted in the segregation units with assessments to be done by the nursing staff and appropriate follow-up care to be provided on a day to day basis. Mental health staff shall be required to make rounds in the segregation area on a weekly basis.

3.2.5.5 Vital signs and weights shall be performed and recorded weekly on inmates on segregation status.

### 3.2.6 Patient Referrals

3.2.6.1 Inmates shall be scheduled to see a primary care physicians according to their clinical priority.

3.2.6.2 A physician shall see non-urgent sick call requests within seven (7) days from their original request.

3.2.6.3 The Contractor will be responsible for obtaining required approvals from the respective cities, counties, state and federal agencies that contract with Calhoun County for their inmates. Following receipt of the proper approvals, the Contractor will be required to bill the participating agency for medical services provided.

### 3.2.7 Hospital Care

- 3.2.7.1 Contractor shall obtain routine outpatient/inpatient services from hospitals to meet the health care requirements of the inmate. When outside hospitalization is required, the Contractor shall coordinate with the security staff in arranging transportation and correctional officer coverage.
- 3.2.7.2 The Contractor is responsible for negotiating annual per diem or preferred provider rates with hospitals, pre-approvals, case management, utilization review, discharge planning, payment and processing of all hospital and practitioner invoices. **The County shall have final approval of any Contractor negotiated rates or other agreements which may impact costs for offsite medical care.** The Contractor is expected to make recommendations to enhance cost containment efforts.
- 3.2.7.3 If an inmate has personal health care insurance or workers compensation, the Contractor shall make a positive attempt to have that insurance carrier/company pay for all services possible. Should third party reimbursement be achieved for any medical expenses included under an inmate or aggregate cap, such funds will be credited to the County. The County will consider reimbursement of administrative expenses associated with coordination of benefits when those expenses are properly documented by the Contractor. Contractors may be required to provide a report which details third party reimbursement on a quarterly basis. Proposals should include the Contractors willingness and experience in cost recovery programs including coordination of private and public pay insurance benefits.
- 3.2.7.4 Any inmate that is returning from an inmate hospital stay must be seen by a midlevel provider or physician on the next sick call visit.
- 3.2.7.5 In view of the Health Care Reform Act, Contractors shall state their understanding of the impact of the Affordable Care Act on inmates as well as addressing the following issues in their proposal: post release medical coverage, hospitalizations, partial reimbursement, and expanded coverage of insurance to individuals until the age of 26.

### 3.2.8 Specialty Care Referrals

- 3.2.8.1 Contractor shall make referral arrangements with specialists for the treatment of those inmates with health care problems, which may extend beyond the primary care services provided on-site.

- 3.2.8.2 All outside referrals shall be coordinated with the County for security arrangements.
- 3.2.8.3 Whenever feasible, Contractor shall operate on-site specialty clinics at the correctional facility. Contractor shall identify in their staffing plan specialty clinics to be conducted on-site as justified by the clinical workload and availability of specialists.
- 3.2.8.4 The Contractor shall be responsible for all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc., as defined by the terms and conditions of the final agreement. The Contractor shall establish policies and procedures for the provision of prosthetics, regarding frequency of eligibility etc.
- 3.2.8.5 All specialists must be Board Certified or eligible in their respective specialty. Any utilization review process developed by the Contractor for approval of outside consultations or inpatient care shall be completed within five (5) working days of the request.
- 3.2.8.6 The Contractor shall develop provisions for prenatal care, according to accepted prenatal guidelines. There are between one and three pregnant females in the population at any given time. Prenatal care shall include:
- 3.2.8.6.1 Routine urine testing for proteins and ketones;
  - 3.2.8.6.2 Vital signs;
  - 3.2.8.6.3 Assessment of fundal height and heart tone;
  - 3.2.8.6.4 Dietary supplement;
  - 3.2.8.6.5 Observation for signs of toxemia.
- 3.2.8.7 The contractor shall be responsible to provide eye care when it is deemed necessary for the health and well-being of the inmate. Inmates that have a vision worse than 20/50 shall be referred to an optometrist. Diabetics and homozygous sickle cell inmates that have been incarcerated for over a year shall have an examination of their fundus by an ophthalmologist.

### 3.2.9 Chronic Care Patients

- 3.2.9.1 Contractor shall develop and implement a program for the care of inmates with special need such as those that are chronically ill, have communicable diseases, physically handicapped, elderly, aged, and terminally ill or who have special mental health needs or are developmentally disabled.

3.2.9.2 The chronic care provided shall include the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, diagnostic testing.

3.2.9.3 Chronic care patients shall be provided a review by a physician minimally every three months and at greater intervals when medically indicated.

3.2.9.4 Chronic care shall include medical conditions such as asthma, diabetes, epilepsy, hypertension, cardiac disease and infectious disease conditions.

### 3.2.10 Emergency Care

3.2.10.1 The Contractor shall provide emergency medical services on-site 24 hours per day seven days per week.

3.2.10.2 Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources.

3.2.10.3 The Contractor shall be responsible for all emergency transportation including ambulance services as defined by the terms and conditions of the final agreement.

3.2.10.4 Contractor will be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the County who become ill or injured while on the premises. Treatment will consist of stabilization and referral to a personal physician or local hospital.

3.2.10.5 The medical director and health administrator shall be on-call 24 hours per day. Emergency physician calls shall be returned within 15 minutes of the call being placed.

### 3.2.11 Dental Care

Each inmate requiring dental care shall be seen by the dentist. Emphasis shall be placed on relieving pain and attending to urgent or emergent dental needs. The Contractor must provide the following dental services on-site:

3.2.11.1 Dental screening within fourteen (14) days of booking.

3.2.11.2 Dental treatment which includes fillings and extractions provided upon clinical indications.

3.2.11.3 Prevention of dental disease and oral hygiene education.

3.2.11.4 Referral to a dental specialist, if needed.

- 3.2.11.5 Provision for emergency care.
- 3.2.11.6 Provision of all dental prosthetics and lab services.
- 3.2.11.7 Provision of maxillofacial surgery services when indicated
- 3.2.11.8 There is an onsite dental operatory at the Correctional Facility. Maintenance or replacement of equipment shall be the responsibility of the Contractor.

### 3.2.12 Ancillary Services

- 3.2.12.1 The Contractor shall utilize on-site facility ancillary services to their fullest extent and shall be responsible for the cost of all on-site and off-site laboratory, x-ray, and other diagnostic services as defined by the terms and conditions of the final agreement.
- 3.2.12.2 The Contractor shall arrange for regular phlebotomy, x-ray, and EKG services. There is currently no on-site x-ray equipment.
- 3.2.12.3 The Contractor shall be responsible to obtain all CLIA waivers and inspections of the dental x-ray.
- 3.2.12.4 HIV testing shall be performed at the request of the inmate and with the concurrence of the physician. All applicable confidentiality laws shall be adhered to.
- 3.2.12.5 A physician shall review all laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on-call will be notified immediately of all STAT reports.
- 3.2.12.6 All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician.
- 3.2.12.7 Contractor shall ensure that X-ray results are reported to the institution within twenty-four hours.
- 3.2.12.8 EKG services shall be provided on site with a computerized phonogram.
- 3.2.12.9 Ancillary services conducted at the Correctional Facility shall not be included in catastrophic costs and will be the financial responsibility of the Contractor as defined by the final agreement.

### 3.2.13 Therapeutic Diet

- 3.2.13.1 Food service at the Correctional Facility is provided through a contractual service with Aramark. The medical service provider will be required to coordinate the planning and delivery of special or therapeutic diets with the food service Contractor.
- 3.2.13.2 Contractor will consult with food service provider and make recommendations for inmates with regard to therapeutic diets when necessary.
- 3.2.13.3 The Contractor will coordinate activities with food service Contractor to verify that a registered or licensed dietitian has evaluated regular and therapeutic diets for nutritional adequacy at least every six months.
- 3.2.13.4 The Contractor will be responsible to medically clear food service workers for contagious diseases. A TB test and or chest x-ray will be required.
- 3.2.13.5 Only physicians may cancel therapeutic diets for inmates that are no shows or who refuse their special diet.

### 3.2.14 Pharmacy Services

- 3.2.14.1 The Contractor shall provide pharmaceutical services for prescription and non-prescription medications and all intravenous solutions ordered by the Contractor's physicians, mid-level practitioners, and dentists.
- 3.2.14.2 The Contractor shall make provisions for on-site delivery five days per week, on-site stat dose capability for emergencies, and an emergency drug kit.
- 3.2.14.3 Contractor shall provide, furnish, and supply pharmaceuticals and drugs to the Correctional Facility using a "unit dose method of packaging" which is properly labeled.
- 3.2.14.4 The Contractor shall maintain a starter dose of medications, which if not readily available could compromise the inmate's health status.
- 3.2.14.5 Nurses shall administer all medications to inmates.
- 3.2.14.6 Documentation shall be provided when a medication was ordered and not given and the reason the medication was not given.
- 3.2.14.7 The Contractor shall provide routine consultations regarding all supply phases of the Correctional Facility's pharmacy operation. The Contractor

shall provide oversight of the pharmacy operation with a minimum of quarterly pharmacy consultant visits and written reviews by a registered pharmacist.

- 3.2.14.8 The Contractor shall develop a formulary and conduct quarterly pharmacy and therapeutic committee meetings. Generic drugs shall be used whenever possible.
- 3.2.14.9 Psychotropic medication shall be used when appropriate. To maximize the effectiveness of pharmacotherapy and reduce the toxicity and side effects of medication, a program of drug monitoring shall exist. All inmates placed on psychotropic drug therapy will be seen within one week by the psychiatrist. AIMS tests for tardive dyskinesia shall be performed on a monthly basis.
- 3.2.14.10 The psychiatrist shall review the inmate's medical record to determine which medications the patient has been receiving prior to the prescription of psychotropic medication. Whenever possible, similar drug regimens will be prescribed.
- 3.2.14.11 Prior to the inmate taking psychotropic medication, inmates shall be informed by a member of the mental health staff about the risks and benefits of taking the psychotropic medication.
- 3.2.14.12 The contractor shall provide for the proper return and credits of medications not utilized. A system shall be in place for the destruction of controlled medications.
- 3.2.14.13 All controlled medication shall be counted each shift. Any variation shall be immediately reported to the Health Administrator.
- 3.2.14.14 Contractor shall include a medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication.

### 3.2.15 Mental Health

- 3.2.15.1 Mental health services will consist of psychiatric and counseling services. The delivery of mental health services will be provided in accordance with NCCHC standards.
- 3.2.15.2 Psychiatrists will provide 24-hour on-call services for inmates experiencing crisis, psychosis or an emotional/cognitive disorder.
- 3.2.15.3 Mental Health Screening

- 3.2.15.3.1 Inmates entering the correctional facility must be screened for mental illness within fourteen (14) days of booking.
- 3.2.15.3.2 The mental health screening shall include
  - 3.2.15.3.3 A history of psychiatric or outpatient treatment;
  - 3.2.15.3.4 Current psychotropic medication;
  - 3.2.15.3.5 Suicidal Ideation and History of Suicidal Behavior
  - 3.2.15.3.6 Drug and alcohol abuse;
  - 3.2.15.3.7 History of sex offenses;
  - 3.2.15.3.8 History of victimization due to criminal violence;
  - 3.2.15.3.9 History of cerebral trauma or seizure;
  - 3.2.15.3.10 Emotional response to incarceration.
- 3.2.15.4 The scope of services provided to the inmate population will include:
  - 3.2.15.4.1 Crisis intervention and referral and/or commitment for inmates who require more intense care than available at the Correctional Facility.
  - 3.2.15.4.2 Individual treatment plans, regularly updated, for inmates requiring ongoing monitoring and/or care.
  - 3.2.15.4.3 Psychiatric evaluation of inmates exhibiting unusual or bizarre behavior.
  - 3.2.15.4.4 Monitoring of all inmates receiving psychotropic medication, including appropriate laboratory studies.
  - 3.2.15.4.5 Development of policies and procedures for distribution of psychotropic medication to maximize the potential for safety and compliance.
  - 3.2.15.4.6 AIMS assessment for tardive dyskinesia as clinically indicated.
  - 3.2.15.4.7 Development of suicide prevention procedures to be followed by health care and security staff.
  - 3.2.15.4.8 Ongoing training of all institutional staff on relevant mental health topics.
  - 3.2.15.4.9 Thorough documentation of service delivery in the health record.
  - 3.2.15.4.10 Maintenance of logs, reports, and service delivery.
- 3.2.15.5 Coordination with the Courts

3.2.15.5.1 The mental health director shall be responsible for being a liaison with the court system to include representation of inmates that are floridly psychotic and unwilling to take medication and may harm self and are deteriorating or inmates that are suicidal and unable to be controlled in the detention environment.

#### 3.2.15.6 Therapeutic Restraints and Therapeutic Seclusion

3.2.15.6.1 The Contractor shall devise a policy for the use of restraints for therapeutic reasons which address the type of restraint used, when, where and how long. A physician shall authorize the use of restraints.

3.2.15.6.2 Documentation of vital signs, circulation, release of limbs, level of consciousness, toileting, feeding shall be documented on a restraint log in the medical record.

3.2.15.6.3 If custody staff orders restraints, health staff shall be notified and check the restraints for adequacy of circulation.

#### 3.2.15.7 Forensic Information

3.2.15.7.1 The contractor shall be prohibited from participating in the collection of forensic information which includes: performing psychological evaluations for adversarial proceeding or parole evaluations.

3.2.15.7.2 Conducting body cavity searches for contraband.

3.2.15.7.3 Court ordered laboratory or radiology studies without the inmate's consent.

#### 3.2.15.8 Sexual Assault

The contractor shall have a policy that responds immediately to allegations of sexual assault of inmates and immediately notify and the Sheriff's staff. The Office of the Sheriff will utilize and outside agency for the investigation and collection of evidence in compliance with the Prison Rape Elimination Act.

#### 3.2.16 Health Education of Inmates

The Contractor shall develop and describe an inmate health education program, which includes formal and information sessions, pamphlets, videos, etc.

Information in the form of books, pamphlets and videos shall be placed in the library so that all inmates have access to health information.

### 3.2.17 Transfer of Medical Information

3.2.17.1 All inmate transfers received from other jails, prisons or like facilities shall be screened by medical personnel for acute and chronic conditions, communicable diseases, mental status evaluations and current medication within twenty-four (24) hours of the transfer.

3.2.17.2 The contractor shall develop a procedure for the transfer of pertinent medical information to emergency facilities and outside specialty consultants for inmates that are sent out for additional consultation.

3.2.17.3 Detailed summaries which includes: mental, mental health, outside appointments and current medications shall be sent with inmates transferring to other jails, prisons and federal institutions.

### 3.2.18 Medical Records

3.2.18.1 Contractor shall implement a medical record system utilizing its own chart forms and medical record folders.

3.2.18.2 Contractor records shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate under its care. Medical records will be considered confidential. Contractor shall ensure specific compliance with standards regarding confidentiality, informed consent, and access/disclosure. All medical records procedures shall be HIPAA compliant.

3.2.18.3 Procedures will be instituted for the receipt and filing of records of all outside consults, emergency room visits and inpatient hospitalizations.

3.2.18.4 The Contractor shall comply with the State's statute regarding retention of health records. All medical records are the property of the County.

3.2.18.5 The Contractor shall make available at the request of the Facility Administrator or designee all records, papers, documents relating to the delivery of health care services to a specific inmate pursuant to the RFP and resulting contract.

### 3.2.19 Infectious Waste Disposal

3.2.19.1 Contractor shall make provision for collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations.

3.2.19.2 Contractor is responsible for the cost of removal and disposal, including all necessary supplies.

### 3.2.20 Supplies and Equipment

3.2.20.1 The County will furnish to Contractor existing County owned inventory of equipment in the Jail medical unit for use by the Contractor during the term of this Agreement. All such equipment shall remain the property of the County. Unless otherwise, expressly noted, it shall be presumed that Contractor accepts the equipment as in good working order, and sufficient for the purpose of performing this agreement.

3.2.20.2 The Contractor is responsible for the cost of all additional supplies and equipment needed to provide health care. Contractors may make a visual inspection of the medical facility and the current equipment by contacting

*Chief Deputy James McDonagh*

*(269)969-6410.*

3.2.20.3 Any equipment purchased by Contractor for use at the jail must have the prior, written approval of the Office of the Sheriff. Any such equipment shall remain the property of the Contractor when purchased by the Contractor.

3.2.20.4 Contractor shall be responsible for procuring and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall be converted to County inventory at the termination of the contract.

### 3.2.21 County Responsibilities

3.2.21.1 The County will provide the Contractor with facilities for office space, examination rooms, and related medical services to enable the Contractor to perform its obligations and duties under the contract. The facilities that are made available to the Contractor under the agreement may not be used in connection with operations unrelated to the Agreement, unless approved in writing by the Office of the Sheriff.

3.2.21.2 The County will provide all utilities necessary for the operation and performance of the specifications outlined herein. The County shall provide telephone service for local and business related calls. Should the contractor desire local service for personal use and other non-business related calls or long distance calls or data connections, whether business or personal, a separate telephone which is not connected to the County

system can be installed at the contractor's expense. The County will provide special lines relating to facsimile equipment or provisions for the installation of computers.

3.2.21.3 The County shall provide security staff for off-site supervision and transportation of inmates for medical services. The County will provide security services in the clinic for medical personnel during mutually agreed upon hours.

3.2.21.4 The County will furnish repairs to the Jail's structure, including roof, ceilings, walls, floors, plumbing and sewers behind floors or walls, elevators and general fire protection systems, security monitoring systems, HVAC, exhaust systems and all other structural components of the buildings. Repairs due to negligence or abuse by the Contractor's employees will be charged to the Contractor. The Contractor shall define and document the need for building repairs by initiating a work order through the County's established procedures. The County will provide general maintenance and janitorial services to all work areas occupied by the contractor.

#### 3.2.22 Disaster Plan

3.2.22.1 The Contractor shall develop procedures for a disaster plan in the event of a man-made or natural disaster. It shall be coordinated with the security plan and incorporated into the overall emergency plan and made known to all personnel. Review of the health aspects of the disaster plan shall be part of the initial orientation of new personnel and drilled annually with all health care staff.

3.2.22.2 The contractor shall practice a disaster drill on each shift annually. The drill will be critiqued and reviewed with the health care staff.

3.2.22.3 The contractor shall ensure that procedures are in place to check the emergency equipment on a weekly basis and to ensure that defibrillators are in working order.

#### 3.2.23 Inmate Co-Pay

Inmates of the Correctional Facility participate in an inmate co-pay for medical services provided in the jail (reference Attachment E). The Contractor will assist Sheriff staff in the administration of this program.

### 3.2.24 Program Support Services

In addition to providing on-site, off-site and personnel services, the Contractor shall also be expected to provide professional management services to support the medical program. These additional program support services include the following:

#### 3.2.24.1 Continuous Quality Improvement Committee

The Contractor shall institute a continuous quality improvement (CQI) committee that will monitor the health services provided. Discussions should include committee membership, frequency of meetings, thresholds for evaluation, collection of data, corrective action plan and communication of results. Quality Improvement studies are to be site specific and address the needs of the correctional facility as opposed to being corporate driven.

One outcome and one process studies with corrective action recommendations are to be completed each year. The CQI program shall be evaluated on a yearly basis.

#### 3.2.24.2 Monthly Financial Review

Contractor's may be required to participate in a monthly conference call with County and Sheriff finance staff to review the financial aspects of the medical agreement.

#### 3.2.24.3 Medical Audit Committee

The program shall also include regular chart review by physicians of outpatient and inpatient medical records. Chart reviews deliberations and actions taken as a result of reviews should be documented.

#### 3.2.24.4 Infection Control

An infection program shall be implemented by the Contractor that includes concurrent surveillance of patients, staff and correctional facility, preventive techniques, and treatment and reporting of infections in accordance with local and state laws. The program shall be in compliance with CDC guidelines and OSHA regulations. The program shall include appropriate immunizations and flu vaccines for high risk inmates according to CDC guidelines. Specific protocols shall be developed for the identification and treatment of AIDS, TB, Hepatitis C, and MRSA. All staff shall be trained on Blood Borne Pathogens.

#### 3.2.24.5 Inmate Grievances/complaints

The Contractor shall specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The Contractor shall maintain a log of grievances filed i.e. those with and without merit. The log shall identify the inmate writing the grievance,, the nature of the complaint, be dated and include the date of the response.

All grievances shall be tracked by category of complaint such as medication, sick call etc. A monthly report of the grievance log shall be submitted with the monthly report. All grievance procedures shall be in accordance with the County's regulations.

The County reserves the right to review any inmate complaint and review the Contractor's actions. The Contractor must implement the County's recommendations in disputed cases.

#### 3.2.24.6 Policy and Procedures

The Contractor shall be responsible for the development, maintenance, and annual review of administrative and operational policies and procedures. The County reserves the right to approve policies and procedures of the Contractor. The policies and procedures shall be designed to meet NCCHC, ACA and Michigan State Statutes. Policies should also be congruent with the Michigan Department of Corrections Standards for County Jails. Policies shall be reviewed and updated on an annual basis.

#### 3.2.24.7 Utilization Review

The Contractor shall establish a utilization review program for the review and analysis of the utilization of off-site referrals including sub-specialty and inpatient stays. The program shall include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., MRI and CAT scans. The utilization management program shall demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

#### 3.2.24.8 Strategic Planning and Consultation

The Contractor shall specify its capability for strategic operational planning and medical and administrative consultation.

#### 3.2.24.9 Credentialing

The Contractor shall specify its credentialing procedures for professional staff employed at the facility. Copies of all current nursing and physician licenses shall be kept on-file in the nursing administrator's office. The Contractor shall maintain appropriate records of its credential verifications. Credentials for the staff hired by the contractor shall be verified upon initial hire and then every two years thereafter. The verification shall include any sanctions or restrictions of the health professional. All persons providing health care shall have a written position description that is in accordance with State licensure requirements.

#### 3.2.24.10 Risk Management and Mortality Review

The Contractor shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Contractor shall be responsible for establishing and providing evidence of a formal mortality review process. The County's attorney and the Office of the Sheriff or their designee may be included in any mortality review. The County attorney shall be notified in writing with a copy of any inmate related litigation involving correctional health care received by the Contractor.

Both mortality and morbidity reviews shall include the health administrator, medical director and other relevant personnel and shall seek to determine wherever there was a pattern of symptoms which might have resulted in earlier diagnosis and interventions. All mortality reviews must be completed within thirty (30) days of the event.

#### 3.2.24.11 Pharmacy and Therapeutics

The Contractor shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psycho tropic and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required.

#### 3.2.24.12 Safety and Sanitation Inspections

The Contractor shall coordinate monthly safety and sanitation inspections of the medical unit. The Contractor shall make appropriate recommendations for corrections on discrepancies or citations noted.

### 3.2.24.13 Administrative Meetings and Reports

- 3.2.24.13.1 The Contractor shall coordinate with institutional jail Administrator to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference.
- 3.2.24.13.2 Meeting shall be held quarterly
- 3.2.24.13.3 The Contractor shall conduct and maintain minutes of health staff meetings conducted on a monthly basis.
- 3.2.24.13.4 The Contractor shall prepare and participate in external reviews; inspections and audits as requested and shall participate in the preparation of responses to critiques. The Contractor shall develop and implement plans to address/correct identified deficiencies.

### 3.2.24.14 Statistical Data

The Contractor shall describe its management information system. The Contractor shall be required to keep statistical data related to the inmate health care program which shall include utilization of service statistics and other areas that the Contractor and County agree would be useful to evaluate the health care program and anticipate future needs. The Contractor shall prepare statistical reports on a monthly basis. The Contractor shall provide a narrative monthly report delineating the status of the health care program, which also identifies potential problems and discusses their resolution. A complete annual report of utilization statistics and narrative summary delineating accomplishments of the Contractor shall also be provided on an annual basis.

#### 3.2.24.14.1 Daily Statistics

The contractor shall provide a daily narrative to the facility administrator or designee specifying

- Transfers to off-site hospitals
- Status of hospitalized inmates
- Emergency Department Visits
- Communicable Disease Data
- Incident Reports

#### 3.2.24.15 Cost Containment Program

The Contractor shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism(s) by which the Contractor plans to control costs, areas in which cost savings will be achieved and evidence of the success of such a program at other contractor sites.

#### 3.2.24.16 Accreditation

The Contractor shall maintain accreditation by NCCHC for the Correctional Facility within 12 months of the contract implementation. The Contractor shall be responsible for the payment of all accreditation fees. The County has been surveyed by NCCHC in April 2013. If the Office of the Sheriff fails to maintain accreditation or receives citations or penalties under the conditions for accreditation or fails to meet state or federal standards due to the acts or omissions of the medical provider, then the Contractor will be held responsible for fines or loss of revenue and any costs associated with re-accreditation.

#### 3.2.25 Security

- 3.2.25.1 The Contractor and its personnel shall be subject to and shall comply with all security regulations and procedures of the County and the Correctional Facility. Violations of regulations may result in the employee being denied access to the Correctional Facility. In this event, the Contractor shall provide alternate personnel to supply services, described herein, subject to the County's approval.
- 3.2.25.2 In consideration of security responsibilities, the Office of the Sheriff reserves the right to observe Contractor's operations and inspect the medical unit and related areas.
- 3.2.25.3 All employees shall be thoroughly screened by the Office of the Sheriff before commencing work at the Jail, due to their contact with inmates, and other matters relating to security in the Jail. The Office of the Sheriff shall have the sole right, at any time, to reject any such employee who, in the Sheriff's judgment poses a risk or potential risk to the security or operations of the Jail. Persons not previously screened for admittance shall not be admitted to the Jail without proper notification to the Contractor and authorization from the Office of the Sheriff. Any unusual occurrences shall be reported immediately by the Contractor's supervisors to the Office of the Sheriff.

- 3.2.25.4 The Contractor agrees to abide by the Sheriff's Office policy that individuals with outstanding felony or misdemeanor warrants will be denied access to the medical area and will be reported to the local police. The Contractor shall immediately bring to the attention of the Office of the Sheriff any employees with outstanding felony or misdemeanor warrants. The Contractor and County agrees to provide for its employees, and cause its subcontractors to provide for their employees, a drug free workplace. The Office of the Sheriff shall possess the sole discretion to deny any person access to the Correctional Facility or other areas of the Sheriff's Office.
- 3.2.25.5 The Office of the Sheriff shall have control of all perimeter keys, locks, and security. The Contractor shall have keys and/or access to those areas required to provide medical services.
- 3.2.25.6 The County shall provide security for the Contractor's employee and agents consistent with security provided to other County employees.

#### 3.2.26 Contract Transition

- 3.2.26.1 The Contractor must demonstrate how it would make the transition from the current service delivery system into contract medical care. The timetable for transition is 30-45 days; The transition plan should address an orderly and efficient start-up.
- 3.2.26.2 The Contractor should emphasize their past experience in implementing contracts and successes in this area. A detailed plan should be submitted with the proposal that addresses at a minimum how the following issues will be handed and transferred:
  - 3.2.26.2.1 Staff recruitment including physicians
  - 3.2.26.2.2 Subcontractors and specialists
  - 3.2.26.2.3 Hospital services
  - 3.2.26.2.4 Pharmaceutical, laboratory, radiology, and medical supplies
  - 3.2.26.2.5 Identification and assuming of current medical care cases
  - 3.2.26.2.6 Equipment and inventory
  - 3.2.26.2.7 Medical record management
  - 3.2.26.2.8 Orientation of new staff
- 3.2.26.3 The Contractor should include personnel that will be assigned to supervise and monitor the transition from the County run system to the Contractor's system, which should include timetables for completion.

### 3.2.27 Transition and Continuity of Service on Expiration of Contract

- 3.2.27.1 At the expiration of this contract, contractor shall return to the County, the medical services premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the Contractor without negligence on the part of the Contractor or its employees and providing that all damages and losses are reported to the County for all items covered by this section. The County will pay for needed repairs caused by normal wear and tear.
- 3.2.27.2 Continuity of the medical service is critical to the Sheriff's Office. The successful Contractor must agree to this philosophy and upon expiration of their contract agree to:
  - 3.2.27.2.1 Exercise best efforts and cooperation for an orderly and efficient transition of the medical service to a new contractor or to the Sheriff's Office.
  - 3.2.27.2.2 Negotiate a plan in good faith, with the successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for work described in the plan and shall be subject to the Sheriff's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for in the contract are maintained at the required level of proficiency.
  - 3.2.27.3 The County will own all medical and pharmaceutical supplies used for this contract. The County may negotiate with the successor any terms and conditions for sale or transfer of ownership, of any or all inventories.

### 3.2.28 Recruitment and Credentialing Program

- 3.2.28.1 The Contractor shall recruit and interview candidates who are currently licensed or certified in the State of Michigan. Each candidate shall be interviewed by the Contractor with a special focus on technical expertise, emotional stability, and motivation.
- 3.2.28.2 The Office of the Sheriff shall be involved in the interviewing process for the medical director and health administrator. It is recommended

that the health administrator be a CCHP. The final selection of all employees or subcontractors shall be subject to approval by the County.

- 3.2.28.3 All screened candidates, prior to employment, will make an on-site visit to the facility.
- 3.2.28.4 Initial and continued employment of staff & subcontractors shall be subject to approval of the County. The County reserves the right to prohibit any of the Contractor's employees and/or independent contractors from performing service with regard to this contract.
- 3.2.28.5 All personnel shall be required to pass a background investigation conducted by the County for initial and or continued employment. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.
- 3.2.28.6 Personnel files of all subcontractors and contract employees shall be on-site at the facility. The files shall include copies of current licenses, proof of professional certification, DEA numbers, malpractice insurance certificates, evaluations and position responsibilities.
- 3.2.28.7 All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, ACA standards, NCCHC standards, and policies and procedures of the County and the Correctional Facility.
- 3.2.28.8 When requested by the County, the Contractor's medical director shall secure admission privileges at a local hospital for admitting, monitoring, and discharging committed persons.
- 3.2.28.9 The Contractor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of County.
- 3.2.28.10 The Contractor shall notify and consult with the Facility Administrator prior to discharging, removing, or failing to renew contracts of professional staff.

### 3.2.29 Employee Training and Orientation

- 3.2.29.1 The Contractor shall describe its orientation program for its staff. The Contractor shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices on-site at the Institution. An outline of the orientation and in service program shall be submitted with the proposal.
- 3.2.29.2 The Contractor shall provide CPR and first aid training to correctional staff.

### 3.2.30 Staffing and Scheduling

- 3.2.30.1 All hours shall be spent on-site at the Correctional Facility, except as is otherwise expressly agreed to by the Administrator and the Contractor. Correctional Facility staffing work schedules may be modified upon the parties' mutual agreement and written consent.
- 3.2.30.2 All full-time contractual staff shall be on-site for at least 40 hours per week. A 40-hour, on-site week shall consist of a 40-hour work schedule and an additional one-half hour meal period for each shift, which is not included in the work schedule.
- 3.2.30.3 All contractual staff (both employees and independent contractors) shall be required to comply with sign-in and sign-out procedures on an official time-keeping form. The Contractor shall be permitted to substitute an automated time clock system or other method, which is subject to the approval of the County.
- 3.2.30.4 On-Call Responsibilities- The on-site medical director, health administrator and psychiatrist shall be on-call 24 hours per day.
- 3.2.30.5 There shall be no substitution of staff, e.g. an LPN may not substitute for an RN and MLP for a physician etc.
- 3.2.30.6 Proposed Staffing
  - 3.2.30.6.1 Proposals must include a proposed staffing plan
  - 3.2.30.6.2 In consideration of the number of admissions, length of stay and characteristics of the inmate population, the following staffing pattern is recommended:

<u>POSITION</u>	<u>FTE</u>
Health Administrator	1.0
RN's	5.2
LPN's	2.8
Clerical Staff (Medical Records)	1.0
Physician	.60
Dentist	.10
Dental Assistant	.00
Psychiatrist	.15
Mental Health Counselor	1.0

\*The County would consider as an alternative proposal, Contractor recommendations for staffing plans. Scheduling of professional staff may be subject to final contractual arrangements.

- 3.2.30.7 The Contractor shall also make provisions in their staffing plan to cover periods of vacation, educational staff or sick time by including appropriate relief factors and per diem staff (applies to nurses only). The Contractor shall specify in their staffing plan what relief factors and how many PRN staff will be included in their staffing plan.
- 3.2.30.8 The Contractor should state whether positions in their proposal are to be covered by full or part time personnel.
- 3.2.30.9 The Contractor shall agree to credit the County on an hourly basis (includes compensation and fringe benefits) for the hours of each position not covered or vacant for thirty (30) days or more. Adjustments will be made on a quarterly basis.

### 3.3 PRICING STRUCTURE

Contractors should provide a pricing structure which is based on the following;

- 3.3.1 Provide a base price for a population of 550 inmates in both numbers and words for the first year.
- 3.3.2 Adjusted base price per diem representing an additional charge per inmate per day for inmate populations that exceed 550 inmates.

3.3.3 Adjusted base price per diem representing a decrease in charge per inmate per day for inmate populations that do not exceed 550 inmates.

3.3.4 Alternate #1 Pricing Model

Contractor shall be responsible for the first \$10,000 per inmate per year for costs associated with hospitalization for County inmates. The County will be responsible for the next \$10,000 of catastrophic costs. Afterwards there will be a 50-50% split between the County and the Contractor relating to catastrophic costs. The Sheriff will obtain the same negotiated rate as obtained by the contractor.

3.3.5 Alternate Pricing Model #3

Identify any alternative pricing structure and describe the program as well as potential risks or benefits to the County.

### 3.4 ANNUAL PRICE ADJUSTMENT

The base price for inmate medical services as described in this RFP shall remain firm for the first year following award of the contract. Thereafter, the Contractor or the County shall be entitled to request an annual price adjustment which shall be calculated in the manner provided by this paragraph. The request for price adjustment by the Contractor shall be submitted to the Purchasing Department within thirty (30) days before the contract anniversary date of each year, beginning with the end of the first year of the contract term.

3.4.1 Price adjustment shall be based upon the percentage change in the Medical Care Component for urban consumers of the Consumers Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics.

3.4.2 A price increase or decrease will be determined by dividing the current index for a contract anniversary month by the same prior year months index. All calculations will be carried to two places only, with rounding to the next digit.

3.4.3 Alternate annual price adjustment methods may be proposed. Identify any alternative pricing structure and describe the program as well as potential risks or benefits to the County.

### 3.5 PERFORMANCE AND PAYMENT BOND

The Contractor receiving the award for this RFP may be required to provide and furnish upon contract signing a \$1,000,000.00 performance and payment bond, written by a surety company licensed to write bonds in the State of Michigan.

### 3.6 METHOD FOR EVALUATION AND SELECTION OF PROPOSER

Qualifications of proposed bidders will be determined by the evaluation committees assessment of technical qualifications as contained in PART ONE of the proposal. A maximum of 65 points could be awarded with a minimum score of 50 to qualify. The sealed bid proposals (PART TWO) from firms that fail to qualify will be returned unopened.

The evaluation of technical qualifications will be based on the following criteria:

<b>Criteria</b>	<b>Points</b>	<b>Description</b>
Qualifications of Firm	15	Length of time in business Experience in provision of health care in jails Prior history of performance References from current clients and contract monitors Financial Stability Provision of Contracts in jail settings and in the State of Michigan
Technical-Inmate Health Program	20	Understanding of Jail Facilities Meeting the provision of service according to national and constitutional standards Start up or transition plan Cost Containment Plan Description of service delivery Need to maximize on-site service Clarity of Presentation Ability to show creative programs in proposal
Staffing	30	Staffing Plan Level and quantity of staff Health Administrators Qualifications
Price	35	Base price for the initial term of the contract Population per diem both increases and decreases aggregate sum and catastrophic limits.

### 3.7 CONTENTS OF PROPOSAL

The proposal should be submitted in two parts. PART ONE, Proposal Information, will be used to qualify the prospective proposers. PART TWO, Price Analysis, will be used to determine the lowest qualified bidder. PART ONE should include the following items:

#### 3.7.1 Part One

##### 3.7.1.1 Qualifications of Firm

- 3.7.1.1.1 A description of firm. Specify experience in providing correctional health care. Including; 1) number of employees employed by the corporation, 2) annualized dollars of payroll, 3) number of years in business.
- 3.7.1.1.2 Discuss the leadership of the organization and highlight accomplishments of individuals that will provide direct oversight with this project.
- 3.7.1.1.3 Provide a summary of the firm's experience. Describe experience with similar size County contracts and highlight evidence of achievements in this area.
- 3.7.1.1.4 List all contracts lost, or not renewed (list contact person and telephone number), for a three year period. Please provide a narrative describing reasons for contracts that have not been renewed. Proposer must specifically identify any contracts from which they have asked to be relieved or any contracts that have been cancelled prematurely.
- 3.7.1.1.5 A list of five (5) present clients including:
  - 3.7.1.1.5.1 A contact person, telephone and email
  - 3.7.1.1.5.2 Date of original contract and expiration date;
  - 3.7.1.1.5.3 Number of renewals (if applicable);
  - 3.7.1.1.5.4 Type and size of facility; and
  - 3.7.1.1.5.5 Dollar amount of contract.
- 3.7.1.1.6 Accreditation experience
  - 3.7.1.1.6.1 Specify facilities that you operate that are currently accredited by ACA, NCCHC or JCAHO. State whether or not the facility was accredited by your organization.
  - 3.7.1.1.6.2 Include the following information:

- 3.7.1.1.6.2.1 Name of facility;
- 3.7.1.1.6.2.2 Accrediting agency (e.g., ACA, NCCHC, JCAHO);
- 3.7.1.1.6.2.3 Include dates of re-accreditation.

#### 3.7.1.1.7 Litigation History

- 3.7.1.1.7.1 Provide a list of all litigation the Corporation has been or is currently involved over \$25,000 during the last three years.
- 3.7.1.1.7.2 Include a narrative describing all cases that were settled and amounts of settlement.

3.7.1.1.8 Fines or Penalties- List all contracts in which you experienced a loss of funds exceeding \$50,000 due to delays, damages, liquidated damages, and or forfeiture of performance bond in whole or in part.

#### 3.7.1.1.9 Financial Statements

- 3.7.1.1.9.1 Provide financial statements for a two-year period.
- 3.7.1.1.9.2 If the Contractor is a wholly owned subsidiary of another company or corporation, and does not possess financial statements, unaudited financial statements for the subsidiary for a two-year period must be submitted as supplemental information to the company's financial statements in order to meet this requirement.
- 3.7.1.1.9.3 Audited financial statements may be requested by the County annually during the term of this Contract.

#### 3.7.1.2 Technical- Inmate Health Program

- 3.7.1.2.1 Define inmate health assessment protocol
- 3.7.1.2.2 Identify use on-site specialty clinics
- 3.7.1.2.3 Describe inmate health education program
- 3.7.1.2.4 Identify risk management plan and discuss procedure for dealing with critical incidents
- 3.7.1.2.5 Describe management information system
- 3.7.1.2.6 Specify a detailed plan for the implementation and operation

of a cost containment program. Include cost recovery program which includes Contractor's understanding of ACA and coordination of private and public pay medical insurance that inmates may have when they enter the jail.

3.7.1.2.6.1 A cost containment program will be critical for any proposal which offers an aggregate cap or per inmate cap for off-site care.

3.7.1.2.6.2 A specific cost containment strategy for each category of expenses included under the cap is expected.

3.7.1.2.6.3 Describe program support services

3.7.1.2.6.3.1 Utilization Review

3.7.1.2.6.3.2 Negotiation of preferred provider rates

3.7.1.2.6.3.3 Case management

3.7.1.2.6.3.4 List any medical conditions, procedures, pharmaceuticals, etc. which are excluded from coverage as a condition of the agreement to provide an inmate medical program.

3.7.1.2.7 Contract Transition Plan

3.7.1.2.7.1 Describe transition plan including;

3.7.1.2.7.1.1 Recruitment of staff

3.7.1.2.7.1.2 Recruitment of physicians

3.7.1.2.7.1.3 Subcontractors

3.7.1.2.7.1.4 Hospital services

3.7.1.2.7.1.5 Pharmaceuticals, laboratory, radiology and medical supplies

3.7.1.2.7.1.6 Assumption of current medical care cases

3.7.1.2.7.1.7 Equipment requirements and inventory

3.7.1.2.7.1.8 Medical records management

3.7.1.2.7.2 List personnel that would be assigned to supervise and monitor the transition plan

3.7.1.2.7.3 List experience in implementing contracts

### 3.7.1.3 Staffing

- 3.7.1.3.1 Provide the name of corporate or regional management personnel (with resume) assigned to this contract
- 3.7.1.3.2 Specify credentialing procedures for professional staff
- 3.7.1.3.3 Describe orientation program for medical staff
- 3.7.1.3.4 Proposed staffing plan
- 3.7.1.3.5 Specify method of coverage for periods of absences due to vacancies, vacations, holidays and sick/personal leave. Staffing plan should indicate relief factor computed into staffing ratio.
- 3.7.1.3.6 Staffing plan should indicate number of part-time and full-time staff
- 3.7.1.3.7 Staffing plan should indicate schedule for hours of coverage and level or title of professional staff.

### 3.7.1.4 Miscellaneous Information

- 3.7.1.4.1 A copy of your engagement contract meeting the requirements of this RFP, that may be used at the discretion of the County.
- 3.7.1.4.2 Complete Section 1.3 - Legal Status of Bidder
- 3.7.1.4.3 Current certificate of Insurance per Section 1.8
- 3.7.1.4.4 Response to Exemption(s) to Contract Terms and Conditions Section 1.24

### 3.7.2 Part Two - Pricing Structure

PART TWO is a sealed bid price proposal (**to be provided in an envelope separate from PART ONE**) and should include a completed copy of *Attachment C* - Proposed Price Sheet Inmate Health Services and *Attachment D*- Inmate Medical Expenses (if applicable).

## 3.8 ATTACHMENTS

The following attachments shall be completed and submitted with response.

### 3.8.1 Non-Collusion- Attachment A

3.8.2 Certificate of Authorization- Attachment B

3.8.3 Proposed Price Sheet- Attachment C

3.8.4 Inmate Medical Expenses- Attachment D

3.8.5 Inmate Medical Co-Pay- Attachment E

### 3.9 RESPONSE TO RFP

Bidder's proposal packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP. Bidders are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

**LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.**

**ATTACHMENT A**

**NON-COLLUSION AFFIDAVIT**

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_  
(type or print)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT B**

**CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION**

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

\*\*\*\*\*

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
(Official Corporate Title )

the corporation named contractor herein: that \_\_\_\_\_ who signed the  
foregoing proposal on behalf of said corporation was then \_\_\_\_\_ of said  
corporation; that said proposal was duly signed for on behalf of said corporation by authority of  
its governing body and is within the scope of its corporate powers.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

\*\*\*\*\*

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

**ATTACHMENT C**

**PART TWO**

**PROPOSED PRICE SHEET  
INMATE HEALTH SERVICES  
RFP#129-14**

BASE PRICE YEAR ONE (2015)	\$	Annual
Charge Back (Population Increase)	\$	Per Diem
REBATE (Population Decrease)	\$	Per Diem
Aggregate Cap	\$	Annual
Other	\$	

(BASE PRICING ON A POPULATION OF 550)

**\* NOTE:**

Part Two response should include a completed copy of this form. For proposals containing an aggregate cap the Contractor must also complete Attachment D and a cost containment plan (per the RFP specifications) for all types of expenses (referrals to specialists, hospitalization, prescriptions, etc.) which are included in the aggregate cap.

Pricing for Alternate#1 should also be included in the Part-Two proposal.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT D**  
**INMATE MEDICAL EXPENSE**

MEDICAL EXPENSE	BASE CONTRACT	AGGREGATE CAP
Corporate Direct/Indirect Overhead Expenses		
Personnel Costs		
Corporate Support Services		
Management Fee		
Pharmaceuticals		
Radiology		
Laboratory Services		
Emergency Transportation		
Emergency Room Visits		
In-Patient Hospitalization		
Out Patient Procedures		
Out Patient Diagnostics		
Psychiatric Hospitalization		
Physician Office Visits		
All Prosthetics, Glasses, Dentures, Hearing Aids, Orthopedic Devices & Braces		
Referrals to Specialists		
Offsite Diagnostic Services		
Biomedical Waste Removal		
On-site Mobile X-rays		
Other _____		
Other _____		

To be completed by Contractors submitting proposals which include an annual aggregate cap on inmate medical expenses. Contractors should place an "X" in the appropriate column which indicates for each type of medical expense, whether or not that expense is included in the base contract amount or under the aggregate cap amount. A cost containment plan must be provided for each type of expense included under an aggregate cap contract.



*ATTACHMENT E*

**Office of the Sheriff  
Calhoun County, Michigan  
Inmate Medical Charges**

Inmate Names:

Inmate Number:

Date: \_\_\_/\_\_\_/\_\_\_

Doctor: \_\_\_\_\_ \$20.00

Dentist: \_\_\_\_\_ \$20.00

Nurse: \_\_\_\_\_ \$6.00

Prescription Fee: \_\_\_\_\_ \$3.50

Misc: \_\_\_\_\_ \$

Inmate Signature:

Medical Staff: