

# County of Henry

P.O. BOX 7  
COLLINSVILLE, VIRGINIA 24078-0007  
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MEMBER OF  
VAGP  
NIGP

PURCHASING DEPARTMENT

**DECEMBER 11, 2020  
REQUEST FOR PROPOSAL  
RFP # 21-01073-A233  
HENRY COUNTY PURCHASING DEPARTMENT**

The County of Henry solicits firms to submit proposals for “**Inmate Medical Services for the Adult Detention Center.**” The **original** and **five (5)** submittals **(FOR A TOTAL OF SIX (6) PROPOSALS)** and **one electronic copy**, marked “**Inmate Medical Services**” RFP #21-01073-A233 will be received in a sealed envelope not later than **3:00 p.m., Local Prevailing Time, JANUARY 7, 2021, in the:**

**Purchasing Department, Room 210  
Attn: Carole Jones, Chief Purchasing Agent  
Henry County Administration Building  
P.O. Box 7, Collinsville, VA 24078 (Postal Service) or  
3300 Kings Mountain Road, Martinsville, VA 24112 (UPS or FedEx).**

Facsimile and/or electronic proposals will not be accepted. Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. **If the County closes its offices due to inclement weather or for other reasons, the scheduled Request for Proposal submission deadline will be extended to the first open business day at the same time, unless an addendum is done that states otherwise.** Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition.

On the contrary, all responsible firms, local, faith-based, minority-owned and female-owned are encouraged to submit a proposal.

The County/PSA reserves the right to reject any or all of the proposals, to waive informalities and to award in part or in whole any or all proposals to multiple vendors or a single vendor as a result of this solicitation. Any proposal submitted **MUST** be signed by an individual authorized to bind the offeror.

**RFP #21-01073-A233**

Enclosed is a ***“Proposal Requirements and Non-Collusion Statement”*** that must be signed and returned with the proposal or proposal may be rejected.

If you desire not to quote on this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address. Otherwise, your name shall be removed from our vendors list after three (3) non-responses.

**Contract Period**

A notice of award will be signed and publicly posted in the County/PSA of the Purchasing Office once this RFP has been awarded. The date on the notice of award will be when the RFP becomes effective (not date of service). **Please see Page 14 for "Contract Terms"**. Under the VA Procurement Act, the County/PSA reserves the right to negotiate extending this contract for not more than one (1) additional year after original contract terms. **The above terms shall override any other written terms in this RFP and/or verbal comments made during negotiations, unless authorized by Chief Purchasing Agent.**

**Piggy Back Clause**

This contract shall be available for piggy backing for any other state and local agency or government agency.

**Illegal Aliens**

Vendor promises they will not hire illegal aliens. By signing this proposal document the vendor confirms this promise.

**Permits/Licenses**

Vendors shall be responsible for acquiring all the proper permits/licenses required by local and state authorities in conjunction with this proposal. Proposal prices shall include these fees and no additional costs are to be assessed to the County/PSA. Vendor’s attention is directed to the requirements of title 54, chapter 11, of the code of Virginia pertaining to registration of contractors. (if applicable)

**Contact for RFP**

Please see page 6 for any questions pertaining to this RFP.

**SPECIAL TERMS AND CONDITIONS**

During the performance of any contract awarded pursuant to this RFP, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the operation of the contractor. The Contractor agrees to post in conspicuous places, available to provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor shall include in provisions of the foregoing paragraph A, B, and C in every subcontract or purchase order over \$5,000 so that the provisions will be binding upon each subcontractor or vendor.

**PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia as amended. Futhermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME (TYPE/PRINT) \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

TELEPHONE(     ) \_\_\_\_\_

FAX(     ) \_\_\_\_\_

**RFP# 21-01073-A233**

THE 2007 SESSION OF THE VIRGINIA GENERAL ASSEMBLY, PASSED THE HB 1707/SB 1346 BILL, EFFECTIVE ON JULY 1, 2007. HENRY COUNTY IS REQUIRING ALL VENDORS TO ABIDE BY THE FOLLOWING NEW LEGISLATION.

HB 1707/SB 1346

PROVIDES THAT AS A CONDITION OF AWARDING A CONTRACT FOR THE PROVISION OF SERVICES THAT REQUIRE THE CONTRACTOR OR HIS EMPLOYEES TO HAVE DIRECT CONTACT WITH STUDENTS ON SCHOOL PROPERTY DURING REGULAR SCHOOL HOURS, THE SCHOOL BOARD MUST REQUIRE THE CONTRACTOR TO PROVIDE CERTIFICATION THAT ALL EMPLOYEES WHO WILL HAVE DIRECT CONTACT WITH STUDENTS HAVE NOT BEEN CONVICTED OF A FELONY OR ANY OFFENSE INVOLVING THE SEXUAL MOLESTATION OR PHYSICAL OR SEXUAL ABUSE OR RAPE OF A CHILD. THE BILL ALSO PROVIDES THAT THE REQUIREMENT BE WAIVED IN EMERGENCY SITUATIONS WHEN IT IS REASONABLY ANTICIPATED THAT THE CONTRACTOR OR HIS EMPLOYEES WILL HAVE NO DIRECT CONTACT WITH STUDENTS.

PLEASE INDICATE APPROPRIATE BOX BELOW.

\_\_\_\_\_ I AGREE TO ABIDE BY THIS LEGISLATION HB 1707/SB 1346.

\_\_\_\_\_ THIS LEGISLATION DOES NOT APPLY TO THIS SOLICITATION.

THE AWARDED VENDOR MAY BE REQUIRED TO PROVIDE ADDITIONAL PAPERWORK BUT ONLY A SIGNATURE IS NECESSARY AT THIS TIME.

\_\_\_\_\_  
AUTHORIZED VENDOR SIGNATURE

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
PRINTED NAME AND TITLE

**Subcontractor Information**

**Must fill form out completely even if no subcontractors are being used.**

You must check appropriate box below and list any subcontractors that will be used for this **RFP# 21-01073-A233** for **Inmate Medical Services**.

\_\_\_\_\_ I will be using subcontractors. (See list below)

\_\_\_\_\_ I may or may not be using subcontractors. Not sure at this time. If you are the awarded vendor, you are responsible for contacting Commissioner of Revenue's Office at (276-634-4691) with subcontractor information. Payment of invoices is contingent upon receiving required information.

\_\_\_\_\_ I will not be using subcontractors.

1.) Subcontractors Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

2.) Subcontractors Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

3.) Subcontractors Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

4.) Subcontractors Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

5.) Subcontractors Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

6.) Subcontractors Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

**Vendors Company Name** \_\_\_\_\_

**Vendors Authorized Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Vendors Telephone #** \_\_\_\_\_ **Federal ID #** \_\_\_\_\_

\*Note- Add a separate sheet if you need additional space for subcontractors.

## Henry County Sheriff's Office

### Request for Proposal

#### Inmate Medical Services

The Henry County Sheriff's Office is seeking proposals for inmate medical services for the new Adult Detention Center currently under construction. This Request for Proposal (RFP) includes a detailed description of the facility requirements, and provides detailed instructions for submitting a compliant response. Any item not specifically mentioned but necessary for the delivery and operation of the proposed services shall be included in any proposal submitted for consideration.

#### CONTACT INFORMATION

Any questions or communications pertaining to this RFP must be directed in writing or email to the following individuals:

Steve Eanes

Lt. Colonel

3250 Kings Mountain Road

Martinsville, VA 24112

seanes@co.henry.va.us

276-656-4210

Eric Hairston

Major

3250 Kings Mountain Road

Martinsville, VA 24112

ehairston@co.henry.va.us

276-656-4280

Vendors are strictly prohibited from contacting other County or facility personnel regarding the RFP at any time prior to issuance of Notice of Award without the approval of the contacts above. This is to ensure that all questions being asked are directed to the correct person to answer and all vendors will be advised of all questions and answers provided. Such contact is grounds for disqualification of the vendor from further consideration.

The Henry County Sheriff's Office (*hereinafter referred to as "Sheriff's Office"*) is soliciting sealed proposals for Inmate Medical Services. The successful vendor is expected to supply all the equipment, labor, and related services needed for an operational system, but some equipment may be purchased by the County if agreed upon in contract negotiations. Please submit one (1) original and five (5) copies as well as one electronic copy. The electronic copy may either be submitted via flash drive, portable hard drive, or disk with the bid package. The proposed contract/agreement must be included in the submittal.

The contract will become effective when the first inmate moves into the Detention Center. The successful proposer shall work with English Construction Company on site to schedule move in and site access in order to be ready to become operational on time. The term of the contract will be a five year contract with the option for both parties to agree to renew for an additional three, one year terms. The contract shall spell out cancellation clauses that are acceptable to both parties, however, auto renewals are not allowed without written consent from the Sheriff's Office.

### **The Adult Detention Center**

The Henry County Adult Detention Center is located at 800 DuPont Road, Martinsville, Virginia 24112, a 400 bed Adult Detention Center (ADC). The facility is currently under construction with completion scheduled in February 2022. The ADC is a 158,785 square foot 400 bed facility. It is designed to hold 310 male inmates and 90 female inmates. It is anticipated that upon the opening of the Center, it will have an occupancy estimated at 330+ inmates. Plans are being researched to have the ability to house vacant beds to other jurisdictions and/or federal programs to have full 400 bed capacity within 2 months of occupancy. Long term plans are in place to expand to 600 beds when needed in the future.

The structure is a one story facility with a second tier in several pods. The facility incorporates outdoor recreation areas attached to each pod on the interior of the structure. The facility will provide classroom space for educational programs, chapel, work crews, work release programs, and home electronic monitoring systems.

This RFP is for the inmate medical services to provide inmate medical services for the full 400 bed capacity of the ADC upon opening. The design of the medical suite in the ADC includes the following rooms:

- Physician's Office
- Nurse's Supervisor Office
- Laboratory
- Pharmacy
- Records – with rolling file storage
- Nurses station
- Waiting area
- Emergency treatment room
- Exam room
- Mental health evaluation room
- Dental operatory room (2 chairs)
- Telemedicine room
- Inmate holding cells – 4
- Negative pressure holding cells- 2
- X-ray room – (for future placement of x-ray equipment)

The design of the ADC is based upon a Community – Based Corrections Plan (CBCP) released on January 21, 2016 by Moseley Architects in Richmond VA. The CBCP used the historical demographics of the area to identify the Detention Center population forecast, trends, and programs that will be needed in the future. The Detention Center Planning Study was completed and released on December 21, 2016 by Moseley Architects in Richmond, VA. Detailed design work was completed by staff and Moseley Architects and English Construction Company was selected as the contractor for the project.

### **Anticipated RFP Schedule**

December 15, 2020	Release of Inmate medical services RFP to potential providers.
December 29, 2020	Deadline for any questions or clarifications to be submitted in writing only.
January 7, 2021 3:00 pm	Deadline for receipt of proposals to Henry County Purchasing Office.
January 13-14, 2021	Anticipated date to receive demonstrations and presentations from selected vendors.
February 23, 2021	Contract award by Board of Supervisors announcement date. Vendor shall coordinate with English Construction, the ADC construction contractor for installation.
February 23, 2022	Estimated inmate move in. Contract to start upon first inmate admitted to facility. Full service is to be operational at contract start time.

### **SCOPE OF WORK**

The Proposer who is selected to provide the services described in this RFP shall be the sole supplier and/or coordinator of the health care delivery system at the Henry County Adult Detention Center. The medical services provider shall be responsible for all medical care for all inmates at the facility. The term "medical care" includes "dental care" and "mental health care". Mental health care shall be coordinated with the primary mental health service provider in the County, Piedmont Community Services. Piedmont Community Services will have personnel in the ADC working with the inmates in the mental health pods and other areas of the ADC. The responsibility of Provider for the medical care of an inmate commences with the commitment of the inmate to the custody of the administration of the Detention Center and ends with the discharge (or temporary release) of the inmate from the custody of the County at the Detention Center.

Inmates held in the Detention Center for other jurisdictions such as other counties or the US Justice Department will be included in the count, and the on-site care for these inmates will be the responsibility of the Provider for nursing and physician care, any supplies used, and for over-the-counter medications. Other medical costs which can be identified for specific inmates such



as prescriptions, x-rays, dental procedures, and all off-site medically related consultations and procedures will be billed back to the inmate's originating agency, by the County, the actual community agency providing the care, or by the Provider.

Pharmacy services may be included in the contract for medical services at the County's option or contracted separately with another provider.

Henry County has not partnered with any form of medical service provider before. Historically, medical services have been provided by staff at different levels of training and coordinated by a contracted physician. The more information that each proposer can offer will assist in the decision process. Henry County does reserve the right to reject all proposals and continue to provide medical services "in house" as currently being done.

## **SPECIFICATIONS**

All proposers must submit a program based upon applicable state and National Commission on Correctional Health Care (NCCHC) standards. The following services will be required:

### Receiving/Screening

A preliminary health screening form shall be filled out immediately upon each inmate's arrival by the booking staff using the form in JMS approved by the provider. At a minimum, the screening must include:

- Current illnesses and health problems including those specific to females.
- Medications taken and special health requirements.
- Screening of other health problems designated by the responsible physician.
- Behavioral observation, including state of consciousness and mental status.
- Notation of body deformities, trauma markings, bruises, lesions, eye movement/jaundice.
- Condition of skin, including rashes and infestations.
- Disposition, if applicable.
- Document referral of prisoners to qualified medical personnel for emergency treatment.
- Notation, of personal physician and any medical needs.
- Assessment of suicidal risk.

### Health Appraisal

Provider shall perform a comprehensive Health Assessment on any inmate within seven (7) calendar days (or such other stricter time limit as required by statute or controlling authority) of the arrival of the inmate at the ADC. Such assessment shall be performed by a qualified medical professional.

The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, will include at a minimum:

- Review of intake screening forms.
- Collection of additional data regarding complete medical, dental, psychiatric and immunization histories.

- Appropriate laboratory and diagnostic tests to detect communicable diseases such as Venereal Disease and Tuberculosis.
- Recording vital signs (height, weight, pulse, blood pressure, temperature).
- Physical examination with comments about mental and dental status. A gynecological assessment must be included for females.
- Review of physical examination and test results by a physician for problem identification must take place.
- Initiation of therapy when appropriate.
- Other tests and examinations as appropriate, including but not limited to, pregnancy tests, voluntary HIV screening and chest x-rays.

Any abnormal results of the health appraisal shall be reviewed by a physician for appropriate disposition.

### Sick Call

Routine diagnosis and treatment of minor health problems will be handled through a sick call system. Sick call shall be conducted daily by medical personnel. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement, including the segregation unit. Healthcare staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided.

### Hospital Care

Provider shall identify the need, schedule, and coordinate any hospital care of any inmate of the ADC, and pay for such care unless limited as to payment responsibility such as preexisting conditions. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

### Specialty Services

To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. The provider shall provide on-site specialty clinics (radiology, laboratory services, etc.) when feasible to reduce the number of off-site referrals. In the event an inmate requires the services of medical specialist, the provider shall make referral arrangements and coordinate the delivery of the specialist's visits off-site through the transportation staff.

### Emergency Services

The provider shall make provisions for 24-hour emergency medical care to inmates. This includes on-call availability by the Medical Director and Nursing staff, as well as the coordination of appropriate transportation with the facility's administrative staff.

### Ancillary Services

Routine laboratory and X-ray procedures should be performed on-site at the facility when possible. Procedures beyond the capabilities of the on-site equipment will be referred to outside

providers. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.

### Dental Care

The program to provide dental services to inmates shall include:

- Provider will only provide basic dental services such as extractions, and dental hygiene services
- Dental screening and oral hygiene instruction performed on each inmate within 14 days of admission
- Dental screening will include charting decayed, missing, and filled teeth, and making a dental history for identifying problems in the future.
- A dental record will be maintained as part of an inmate's medical record.

### Pharmaceuticals

Provider may provide a total pharmaceutical system for the ADC beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The pharmaceutical system if selected shall include prescription medications and over-the-counter medications in the approved formulary. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments shall be stored under security conditions acceptable to the ADC. Pharmacy services may be selected through a separate RFP or one offered with the medical RFP.

### Medical Waste

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

### Medical Records

All inmates must have a medical record which is kept up to date at all times. The record shall accompany the inmates at all health encounters, and will be forwarded to the appropriate facility in the event of transfer. Access to medical/dental records will be controlled by healthcare personnel at all times and all rights concerning the confidentiality of the medical record must be followed. All transcribing and filing of information in the medical/dental record will be done by professional nurses or trained medical records clerks. Under no circumstances will inmates be allowed access to medical/dental records.

All procedures concerning the confidentiality of medical records shall adhere to all HIPPA regulations and the rules and regulations as established by the NCCHC.

### Special Medical Programs – Chronic Care

For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the

responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

### Health Education

In-service training for all health care staff to be conducted as required and shall include basic first-aid, CPR Training, etc.

### Consultation Services

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

### Quality Assurance and Improvement

The provider shall institute a Medical Quality Assurance/Improvement Program, which may include but may not be limited to audit and medical chart review procedures. When deficiencies are noted, a plan of corrective action (improvement) shall be put into place.

### Monthly Statistics

Narrative reports shall be submitted each month with data reflecting the previous month's activity by facility to include:

- Inmate's requests for various services
- Inmates seen at sick call
- Inmates seen by physician
- Inmates seen by dentist
- Infirmary admission, patient days, average length of stay
- Mental Health admissions
- Off-site hospital admissions to include ER and general physician referrals
- Medical specialty consultation referrals
- Intake medical screening
- Fourteen (14) day history and physical assessments
- Psychiatric evaluations
- Diagnostic studies
- Report of third party reimbursement, pursuit and recovery
- Pharmacy report of inmate population dispensed medication
- Inmates testing positive for venereal disease
- Inmates testing positive for AIDS or AIDS Antibodies
- Inmates testing positive for TB
- Inmate Mortality
- Number of hours worked by entire medical staff, specifying each post or shift
- Monthly off-site visits

## Staffing

Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract. In order to maintain continuity in the proposal process and to ensure comparable staffing arrangements, the below staffing plan has been recommended. The County is open to other more cost effective staffing options the proposer may want to offer. The County reserves the right to negotiate alterations to the suggested staffing plan after a supplier/vendor has been selected.

- Medical Director - 6 hours per week
- Nurse Administrator - 24 hours per week
- Dentist - TBD
- Dental Assistant - TBD
- Nursing/Paramedic coverage to provide staffing 16 hours per day, 7 days per week minimum.
- Medical Clerk - minimum 40-80 hours per week.
- On-call medical staff for hours staff not on site.

## Personnel

The provider shall engage only licensed and qualified personnel to provide professional coverage. Personnel must meet all licensing requirements of the State of Virginia.

All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, and administrative directives.

## **Optional Services**

All proposers should include a list of suggested optional services. These services will be evaluated by the County for need and value. At minimum, proposers should include the following optional services:

### Electronic Medical Records (EMR):

Please provide any information regarding an optional offering to incorporate an Electronic Medical Records platform and system with the proposed service program. To include the following:

- a) Licensure Fee(s) – Please state who will have the ultimate ownership of the program;
- b) Hosting Fee(s) – Please state any and all fees for implementation and therefore after storage/hosting fees for all platform and record items;
- c) Equipment Fee(s) – Please state any and all equipment needs for the proposed program, as well as any additional future needs (to include all hardware such as tablets, printers, scanners, signature pads, etc.).
- d) Maintenance Fee(s) – Please state any and all on-going maintenance fees which will be applicable for this system, to include upgrades.
- e) Transfer Fee(s) – Please include information on any transfer fees which may be applicable if the County does NOT own the system, and the vendor is later changed, but

the County would like to keep the system in place – is there a fee or transfer service which would be followed.

- f) Integration Fee(s) – Please include information and estimated costs of any integrations for the ADC management system, pharmacy, and lab services.

Along with the program information, please indicate if there will be allowable portals for access by ADC Administrator and/or any outside providers, such as the Medical Director.

Further, with the proposal of such a program, there will be a requirement for Cyber Insurance to cover the County for any breach of HIPAA information.

Telehealth:

As availability of services to patient population continue to be a concern, please provide any information regarding an optional offering of Telehealth Services, and how they would be used within your program. Please include any and all fees, to include equipment needs and costs.

**Exceptions**

Any and all deviation from the above specifications and requirements must be listed and prominently displayed in proposal materials and should be clearly stated by the proposer on a separate section titled “Exceptions to Specifications”.

**GENERAL CONDITIONS**

1. **Contract Terms:** The duration of this contract shall be five years for the initial term with three additional one year terms optional as agreed upon by both parties. The initial contract shall begin upon the arrival of the first inmate into the ADC. Conditions to cancel or cease operations shall be agreed upon in the initial contract.
2. The health care delivery system must conform to State standards for medical services provided in correctional institutions as established by the Department of Corrections or other appropriate State authority, or by statute. The system must be in substantial conformance with the *ADC Health Standards, 2018 Edition*, developed by the National Commission on Correctional Health Care (NCCHC).
3. Provider shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. Provider shall be required to render emergency care at any location on ADC property.
4. Provider shall have no responsibility for security at the ADC or for the custody of any inmate at any time, such responsibility being solely that of the ADC. Provider shall have sole responsibility in all matters of medical, mental health and dental judgment. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff or other County Official and his staff shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with the Sheriff or other County Official

whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical, mental health or dental judgment are still the responsibility of the Provider.

5. Provider shall indemnify and hold harmless the County of Henry, the Henry County Sheriff's Office and its agents, the Sheriff (or corrections officer), employees from all claims, actions, lawsuits, damages, judgments or liabilities in connection with the provision of its services at the ADC.
6. Provider shall have professional liability insurance coverage with limits of at least \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate under such coverage. This insurance shall specifically cover provider and the services provided under this contract. Evidence of such insurance shall be presented to the County prior to the execution of the contract. Failure to maintain such insurance shall be grounds for immediate termination of this contract.
7. Provider must also provide general liability insurance coverage of at least \$1 million combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A certificate of insurance naming Henry County as additionally insured must be submitted prior to execution of any contract.
8. Policies and Procedures of the Provider relating to medical care are to be established and implemented solely by the Provider once mutually approved by the provider and the Sheriff. In areas that impact upon the security and general administration of the ADC, the Policies and Procedures of the Provider are subject to review and approval of Henry County.

The Sheriff (or corrections officer) or other designated County Official retains the right to review and approve Policies and Procedures of the Provider in any area affecting the performance of his responsibilities under law.

9. Either party to the contract may terminate the Agreement without cause by giving at least 60 days written notice to the other party.
10. Neither the obligations nor the rights of the Provider under any resulting contract may be assigned by the Provider without the express written consent of Henry County, whose consent shall not be unreasonably withheld.
11. The resulting contract shall be governed by and construed according to the laws of the Commonwealth of Virginia.

## **MANDATORY REQUIREMENTS FOR ALL PROPOSALS**

Proposals need not be in any particular form. All proposals, however, must contain the following special information:

- a) All proposals must contain sufficient information concerning the Inmate Health Care Program that the County representatives may evaluate whether or not the Proposer meets "Minimum Qualifications For All Proposers" and the "Specifications"
- b) All proposals must list by name, location and administrator name (with phone number) at least four correctional institutions where Proposer is providing medical care and the length of time each contract has been in effect. This list will be used as a source of references for the Proposer.
- c) A statement that the policies and procedures for the medical program will be developed by the Proposer and will be based on the standards developed by the National Commission on Correctional Health Care (NCCHC).
- d) All proposals must contain a full and complete staffing plan with a statement as to the staff positions and titles, and the number of actual hours per week to be worked on-site at the Detention Center. Also, the proposal must state clearly how any temporary vacancy will be handled, and whether each scheduled shift will be worked during such vacancy.
- e) The proposal must explain in detail how medical care for inmates at the Detention Center will be delivered.
- f) All proposals must contain a specific annualized price for a base population of up to 400 inmates for all medical care rendered under the resulting contract, taking into account the requirements of below. Provider may state one annualized price for the first year of the contract (and monthly price) and another annualized price (or price escalation factor) for subsequent year(s). Any other exceptions to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level.
- g) Each proposal shall describe how billing to Henry County will be handled, and the expected terms for payments by the County to the Proposer.
- h) Henry County is willing to share responsibility for the costs of medical care in certain specific cost categories in order to assist the Proposer in predicting its costs and potential liabilities. All proposals must specifically state these limits of responsibility so proposed, and how Henry County would share in these costs after the cost limits have been reached.



- i) The Proposer shall offer an option to provide basic first aid and CPR training to Sheriff's Office personnel to meet certification requirements. The proposal should list a complete breakdown of cost to the ADC for providing its staff training.

The specific item or classification of cost and the assigned responsibility for covering the cost for each item should be explained fully. The following listing should be used for a checklist, but any other cost area should be listed in the proposal. Any item not explained, with respect to which contracting party is responsible for the cost, will be assumed to be an additional cost to the proposer company, and thus no cost of contracting with that Proposer. The line items or categories of costs are listed below:

- a. Nurse wages and benefits
- b. Physician medical director on-site
- c. Any other on-site program provider (Dentist, etc.)
- d. Policies and Procedures development
- e. medical supplies
- f. minor equipment (over \$500 per single item or unit)
- g. repairs on existing equipment
- h. over-the-counter medications
- i. clinical lab procedures
- j. office supplies
- k. folders and forms
- l. travel expenses
- m. long-distance phone calls
- n. publications and subscriptions
- o. any necessary pharmacy licenses/permits
- p. medical hazardous waste disposal
- q. all required insurance as specified in this RFP
- r. Administrative services (cell phone, fax machine, internet connection, etc.)
- s. training for officers in the Detention Center on various topics
- t. all other specific on-site medical services
- u. off-site medical services
- v. on-site mental health services
- w. off-site mental health services
- x. x-ray services on-site
- y. x-ray services off-site
- z. on-site dental services
- aa. off-site dental services

Each line item above must be assigned the responsibility either for Proposer to pay, County to pay, or Proposer to pay with limitations, and if limited, then a reference to the proposal section where the limits are explained.

- j) In order to better understand all of the working terms being proposed, the Proposer shall provide with its response to this RFP a sample contract for consideration, in case the Proposer should be awarded the contract.
- k) Proposer must be willing to sign a contract within 30 days of contract award date by the Henry County Board of Supervisors and be ready to begin services when the first inmate enters into the ADC.

### Options

The County is interested in any optional services, programs, and technology that each vendor may offer to improve the wellbeing of our customers. These optional services should be itemized clearly and all information such as cost, space requirements, and other pertinent information shall be fully described and noted in the proposal.

### **A. CRITERIA OF AWARD**

- 1. Henry County will consider several evaluation factors. Proposers may offer/propose solutions which meet the “spirit” of the listed requirements, but should note that only the proposed solution/service that meets or most closely meets all the specifications will be recommended for award.
- 2. The selection process will be based on the responses to this RFP, and any interviews / demonstrations required to verify the ability of Proposer to provide the services / products proposed in response to this document, along with reference checks. Evaluation factors and associated point values are listed in order of importance.
- 3. A selection committee will evaluate all proposals submitted to this RFP. The award will be based on general criteria outlined in this RFP. After an initial screening process, vendors may be asked to make an oral presentation of its proposal. All scheduling will be coordinated by the RFP contact.
- 4. The values placed on categories for evaluation of proposals are:
  - a. 30% - Product costs
  - b. 25% - Services offered
  - c. 25% - On site time of providers.
  - d. 10% - Customer service
  - e. 10% - Management of services offered

**B. METHOD OF AWARD**

The award of the contract will be made to the responsible Proposer, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth herein. Prompt payment discounts will not be considered in determining low proposals and making awards.

**C. NEGOTIATIONS**

1. Henry County Sheriff's Office will coordinate all negotiations with vendors and include the Henry County Purchasing Department.
2. Discussions may be conducted only with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award.
3. Proposers may be required to submit additional data during the process of any negotiations.
4. The County reserves the right to negotiate the price and any other term with the Proposers.
5. Any oral negotiations agreed to must be confirmed in writing prior to award of contract.
6. Henry County reserves the right to award the contract to the vendor that Henry County believes that is capable of providing medical services to Henry County or to reject all proposals and continue to provide in house services.

Henry County will evaluate the written proposals and will consider:

- a. Information from formal presentations
- b. Reference feedback
- c. Demonstrations of proposed equipment to be offered by vendor.