

**MECKLENBURG COUNTY SHERIFF'S OFFICE  
SHERIFF GARRY L. MCFADDEN**



**TELISA WHITE  
CHIEF OF DETENTION**

**REQUEST FOR PROPOSAL AND SAMPLE CONTRACT**

**PATIENT HEALTH CARE SERVICE**

**PROPOSALS DUE BY: 4:00 PM E.D.T.**

**October 14, 2019**

Prepared by:

The Mecklenburg County Sheriff's Office  
801 East Fourth Street  
Charlotte, North Carolina 28202  
Attn. Rachel Vanhoy, Business Manager  
980-314-5195

**NOTICE TO VENDORS**

**WHEN SUBMITTING A SEALED PROPOSAL, ALL PROPOSALS SHOULD BE CLEARLY MARKED AS A PROPOSAL DOCUMENT. THIS IDENTIFICATION SHOULD INCLUDE THE PROPOSAL TITLE AND DATE DUE ON THE OUTSIDE OF THE ENVELOPE.**

**Mecklenburg County Sheriff's Office**

**PROPOSAL TITLE: Patient Health Care Service**

**INSTRUCTIONS TO VENDORS**

Included herein are General Terms and Provisions (Part A), the Special Terms and Conditions (Part B), the Technical Specifications (Part C), and the Proposal Response (Part D), which together with all attachments, constitute the entire "Proposal Package. The proposal package must be the basis upon which all proposals are offered and the same (the entire proposal package) must be kept together and returned, intact, by the time and at the place herein specified. The Vendor must manually sign the General Terms and Provisions (Part A) and Proposal Response (Part D). Any questions concerning this proposal package should be directed to the following:

Phillip R. Huffman, President  
Southern Resource Advisors, LLC  
[phillip@southernresourceadvisors.com](mailto:phillip@southernresourceadvisors.com)

When awarded, this proposal package will become part of the "**Contract Document.**" The Vendor's signature on the proposal constitutes Vendor's agreement to the terms therein. **READ THE ENTIRE PROPOSAL CAREFULLY BEFORE SIGNING.**

**REQUEST FOR PROPOSAL FOR PATIENT HEALTH CARE SERVICE  
MECKLENBURG COUNTY SHERIFF'S OFFICE**

LETTER OF INTENT

The undersigned acknowledges the General Terms and Provisions of the Proposal and intends to respond to the Proposal for the Mecklenburg County Sheriff's Office (or herein referred to as "Sheriff's Office"). We understand that any changes, clarification and addenda to the Proposal will be promptly communicated to the individual authorized below to receive this information.

\_\_\_\_\_  
NAME

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

\_\_\_\_\_  
ADDRESS  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_ and

\_\_\_\_\_ will attend the Vendor conference for our firm (limited to two representatives per firm).

**NOTE: THIS FORM MUST BE RETURNED PRIOR TO ATTENDING THE MANDATORY VENDOR CONFERENCE. THIS FORM MAY BE SENT VIA EMAIL TO:**

[phillip@southernresourceadvisors.com](mailto:phillip@southernresourceadvisors.com)

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All required forms to be completed, including pricing forms of various options requested.

**Mecklenburg County Sheriff's Office**  
801 East Fourth Street  
Charlotte, NC 28202

August 26, 2019

VENDOR: \_\_\_\_\_

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**(Include your company name and address here)**

**SUBJECT:** Request for Proposal

**PROPOSAL TITLE:** Patient Health Care Services

**CLOSING DATE & TIME:** **Monday, October 14, 2019, 4:00 E.D.T.**

**Please Note:** The Mecklenburg County Sheriff's Office is in the Eastern Time Zone.

**PLACE:** Office of the Business Manager

VIA U.S. MAIL

Mecklenburg County Sheriff's Office  
Attn: Rachel Vanhoy  
801 East Fourth Street  
Charlotte, NC 28202

VIA COURIER OR HAND DELIVERED

Mecklenburg County Sheriff's Office  
Attn: Rachel Vanhoy  
801 East Fourth Street  
Charlotte, NC 28202

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

Vendors Conference: **NOTE- MANDATORY VENDORS CONFERENCE**

**September 16, 2019** 9:30 A.M. E.D.T.

Mecklenburg County Detention Center Central  
Captain Anthony Stancil Conference Center  
801 East Fourth Street  
Charlotte, NC 28202.

For purposes of scheduling it is anticipated that the Facility Tours and Vendors Conference may require four- to six-hours to complete. This is an estimated time.

## **PART A - GENERAL TERMS AND PROVISIONS:**

1. Proposals must be contained in a SEALED envelope addressed to: Mecklenburg County Sheriff's Office, Attn. Rachel Vanhoy, 801 East Fourth Street, Charlotte, NC 28202. To prevent inadvertent opening, the proposal package must be marked as a PROPOSAL DOCUMENT on the outside of the envelope.

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

2. The responsibility for getting the proposal to the Sheriff's Office on or before the stated time and date will be solely the responsibility of the Vendor. The Mecklenburg County Sheriff's Office will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Vendor shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such proposals shall be returned to the Vendor unopened with the notation **"This proposal was received after the time designated for the receipt and opening of proposals."**
3. Postponement of Date for Presentation and Opening of Proposals:  
The Sheriff's Office reserves the right to postpone the date for receipt and opening of proposals and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Vendor.
4. On-Line Documents: The Mecklenburg County Sheriff's Office is publishing documents on its web page, [www.mecksheriff.com](http://www.mecksheriff.com), for the convenience of Vendors wanting to do business with the Sheriff's Office and to save tax dollars. This service is public record and the Sheriff's Office is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a proposal.
5. Time for Consideration: Vendors warrant by virtue of proposing that the prices quoted in their proposals will be good for an evaluation period of ninety (90) calendar days from the date of proposal opening unless otherwise stated. Vendors will not be allowed to withdraw or modify their proposals after the opening time and date.

The Mecklenburg County Sheriff's Office requires that, at the conclusion of the selection process, the contents of all proposals be placed in the public domain and be open to inspection by interested parties.

6. Prices: All proposals submitted must show the net proposal price after any and all discounts allowable have been deducted, if applicable.

The Vendor's attention is directed to the fact that the tax laws of the State of North Carolina apply to this proposal matter and that all applicable taxes and fees shall be deemed to have been included in the Vendor's proposal as part of the materials cost, when applicable.

7. Proposal Errors: When errors are found in the extension of the proposal prices, the unit price will govern. Proposals having erasures or corrections must be initialed in ink by the Vendor.
8. Proposal Obligation and Disposition: The contents of the proposal and any clarifications thereto submitted by the Vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All proposals become the property of the Mecklenburg County Sheriff's Office and will not be returned to the Vendor.
9. Laws, Statutes and Ordinances: The terms and conditions of the Request for Proposal and the resulting contract or activities based upon the Request for Proposal shall be construed in accordance with the laws, statutes and ordinances applicable to Mecklenburg County and the State of North Carolina. Where State Statutes and regulations are referenced, they shall apply to this Request for Proposal and to the resulting contract.
10. Information and Descriptive Literature: Vendor must furnish all information requested in the proposal. If specified, each Vendor must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous proposal will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.
11. Proposal Submittal Costs: Submittal of a proposal is solely at the cost of the Vendor and the Mecklenburg County Sheriff's Office in no way is liable or obligates itself for any cost associated therewith.
12. No Proposal: If the receipt of this Request for Proposal is not acknowledged, Vendor's name will be removed from the Vendors' mailing list.
13. Compliance with Occupational Safety and Health Act: Vendor certifies that all material, equipment, and any other aspect of its proposal subject to O.S.H.A., meets all O.S.H.A. requirements.
14. Acceptance and Rejection: The Mecklenburg County Sheriff's Office in its sole discretion reserves the right to reject any or all proposals, to waive irregularities, if any, in any proposal, and to accept the proposal which in the judgment of the Sheriff's Office is in the best interest of Mecklenburg County and the Sheriff's Office. The Sheriff's Office reserves the right to select the Vendor that will best meet the needs of the Mecklenburg County Sheriff's Office, and the selection will not necessarily be made solely on the cost as the proposal process utilized is not a competitive bid process. Vendors submitting proposals which do not meet the mandatory requirements will be considered in non-compliance and will be disqualified. After evaluation of proposals and approval by the Sheriff's Office, all Vendors will be notified of the selected Vendor.
15. Public Record: Any material submitted in response to this Request for Proposal will become a public document pursuant to the laws of North Carolina. This includes material which the Vendor might consider to be confidential or trade secret. Any claim of Confidentiality is waived upon submission, effective after opening pursuant to the laws of North Carolina.
16. Specifications are attached.

Garry L. McFadden, Sheriff  
Mecklenburg County, North Carolina

**A Signature on File**

By \_\_\_\_\_

17. General Terms and Provisions outlined above are acknowledged. Our proposal is attached.

Date \_\_\_\_\_

Signed \_\_\_\_\_

Company Officer

\_\_\_\_\_  
Company Name

NOTE: PART A MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 17. EACH VENDOR PROPOSAL AND ANY CLARIFICATIONS TO THAT PROPOSAL SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE FIRM IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED ON THE SPECIFICATION PAGE OR ON THE EXCEPTION FORM.



## **SCHEDULE OF PROPOSAL PROCESS**

The following is a schedule of events concerning the proposal process.

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
RFP distribution / Available on MeckSheriff.com Web Site	<b>Monday, August 26, 2019</b>
Questions due regarding RFP	<b>Monday, September 9, 2019</b>
Mandatory attendance of Vendor conference and tour of detention facilities (following Vendor Conference), at the detention center located at 801 East Fourth Street, Charlotte, NC 28202	<b>Monday, September 16, 2019</b>
Proposal closing	<b>Monday, October 14, 2019</b> 4:00 p.m. E.D.T.
Vendor Presentations (if needed)	<b>October 21 – November 1, 2019</b>
Award Notification	<b>Monday, November 4, 2019</b>
Contract Negotiations Completed	<b>Monday, November 25, 2019</b>
Commence Services	<b>Sunday, March 1, 2020</b> 12:00 a.m. E.D.T.

## **PART B - SPECIAL TERMS AND CONDITIONS**

### **1. IN GENERAL**

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

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

Phillip R. Huffman, President  
Southern Resource Advisors, LLC  
[phillip@southernresourceadvisors.com](mailto:phillip@southernresourceadvisors.com)

Interpretations or clarifications considered necessary by the Mecklenburg County Sheriff's Office in response to such questions will be issued by addenda mailed or delivered to all parties recorded by the Sheriff's Office as having attended the Mandatory Vendor's Conference on September 16, 2019. Questions must be received by noon on September 9, 2019, in order to ensure a response prior to the date of the opening of proposals. Oral or other interpretations or clarifications will be without legal effect.

A tour of the detention facilities will be scheduled following the Vendor conference on September 16, 2019 at 9:30 A.M. E.D.T. Vendors will meet at the Captain Anthony Stancil Conference Center which is located at 801 East Fourth Street, Charlotte, North Carolina 28202. The purpose of the conference will be to offer all interested parties an opportunity to discuss the proposal process, conditions of the Request for Proposal and to answer additional questions about the current health delivery needs. Attendance is mandatory at this conference for any firms wishing to be considered. All questions to be discussed at the conference shall be submitted in writing prior to the Vendor's Conference. The deadline for submitting such questions or comments is September 9, 2019. Unofficial responses to verbal questions will be offered, however, any substantive questions will be addressed officially in written response.

Any changes made to this Request for Proposal will be shared with all registered Vendor's within five (5) working calendar days following the conference. Any and all changes will be addressed officially in writing.

### **2. SCOPE**

The Mecklenburg County Sheriff's Office currently operates two detention facilities at the following locations with the following mission statement:

#### Detention Center North:

Since opening in 1994, the facility mission was to protect the public by providing a safe, secure environment for the confinement of adults sentenced to the custody of the Sheriff as punishment for their crimes. The facility offered appropriate programs for qualified residents including exercise, religious programs, educational programs, substance abuse treatment; work opportunities to enable residents to improve their life skills, make restitution to the victims

of their crimes, and lead a crime-free life; and houses key centralized support services for the entire system.

Since 2016 the demographics and population of the facility have changed. A youthful offender unit was opened in 2007 to house 16- and 17-year youth. Effective December 1, 2019, the Raise the Age legislation or Juvenile Reinvestment Act becomes a reality in North Carolina. The Sheriff's Office is currently considering whether to convert the current youthful offender unit into a juvenile unit that would house male and female, 16- and 17-year old juveniles.

Detention Center Central:

Provide a safe, high security environment for the detention of adults awaiting trial in Mecklenburg County courts; offenders convicted of crime and held for sentencing or transfer; persons held for federal court proceedings and prisoners in transit to federal institutions; public inebriates; persons held pending transfer to other jurisdictions; and residents from other facilities requiring services provided at Detention Centers.

Detention Center Central provides intake processing, screening, and assessment for all arrestees; offers appropriate programs for qualified residents, including exercise, religious programs, educational programs, substance abuse treatment, and work opportunities within the facility; and houses central administration and specialized health care services for the system.

For the fiscal year ended June 30, 2019, the average daily population for the two facilities was 1,551. The rated and funded bed/cell capacities of the two facilities are listed as follows:

	<u>Bed Capacity</u>		
	<u>Rated</u>	<u>Funded</u>	<u>Dec. 1, 2019</u>
Detention Center North	721	128	72
Detention Center Central	<u>1,904</u>	<u>1,788</u>	<u>1,788</u>
Total	<u>2,625</u>	<u>1,916</u>	<u>1,860</u>

Please note that the original design capacity for Detention Center Central is 1,904 and Detention Center North is 721. However, budget reductions related to a decrease in the population results in the restated funded capacity above.

The scope of these specifications involves providing services at Detention Center Central including the Arrest Processing Center and Detention Center North. Further description of the requirements of this service is contained in Part C, Technical Specifications.

**3. PREPARATION AND SUBMITTAL OF PROPOSALS**

- A. All proposals shall be signed in ink by the authorized principals of the firm.
- B. All attachments to the Request for Proposal (RFP) requiring execution by the Vendor are to be returned with the proposal, including the sample contract.

- C. Proposals are to be in a sealed container. The face of the container shall indicate the RFP name, time, and date of public opening.
- D. Proposals must be received by the Mecklenburg County Sheriff's Office no later than the time and date shown on Part A, page 9. Requests for extensions of this time and date will not be granted. Firms mailing their proposals should allow for normal mail time to ensure receipt of their proposals prior to the time and date fixed for the acceptance of the proposals. Proposals or unsolicited amendment(s) to proposals received by the Sheriff's Office after the acceptance date will not be considered. Proposals will be publicly opened at the time and date specified.
- E. All proposals will be submitted in SIX (6) copies on the forms provided in this document and assembled, in page number order, to ensure that each proposal is reviewed and evaluated properly. **The original copy will be marked as such on the front of the document.** If additional pages are required for further description, 8-1/2" x 11" sheets must be used. If a cover letter is provided, it shall be no longer than two (2) pages in length and shall serve as an introduction to and summary of the proposal. **DO NOT DEVIATE FROM THIS FORMAT.** Proposals should be as concise as possible without omitting any necessary details.

#### 4. BOND REQUIREMENTS

##### A. PROPOSAL SECURITY

Each Proposal shall be accompanied by a proposal security made payable to the Mecklenburg County Sheriff's Office pledging that the Vendor will enter into a contract with the Sheriff's Office on the terms stated in Vendor's Proposal and will furnish bonds as described hereunder in this section of these specifications covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Vendor refuse to enter into such contract or fail to furnish such bonds, when required, the amount of the proposal security shall be forfeited to the Sheriff's Office as liquidated damages, not as a penalty.

The amount of the proposal security shall be \$25,000. Security shall be a certified check, cashier's check, treasurer's check, bank draft, or proposal bond issued by a surety company licensed to conduct business and in good standing in the State of North Carolina. Bonds shall be written on the surety company's standard form, and the Attorney-In-Fact who executes the bond on behalf of the surety company shall affix to the bond a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.

The Mecklenburg County Sheriff's Office will have the right to retain the proposal security of Vendor to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Proposals may be withdrawn, or (c) all proposals have been rejected.

##### B. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

**1) Bond Requirements:** The Mecklenburg County Sheriff's Office shall, prior to the execution of the Contract, require the Vendor to furnish bonds covering the faithful

performance of the Contract and the payment of all obligations arising thereunder in such form and amount as listed hereunder. Premiums for Bonds shall be paid by the Vendor.

The Surety Company shall be licensed to transact surety business in North Carolina, shall be in good standing, certified to issue the total amount of the bond on any one risk, and shall be otherwise acceptable to the Mecklenburg County Sheriff's Office.

**2) Time of Delivery and Form of Bonds:** The Vendor shall deliver the required bonds to the Mecklenburg County Sheriff's Office no later than the date of execution of the Contract.

A Performance and Payment Bond shall be in the amount of One Million Dollars (\$1,000,000.00) in behalf of the Mecklenburg County Sheriff's Office. The bonds shall be written on the Surety Company's standard form. In the event the Vendor files for bankruptcy or reorganization under the bankruptcy laws of the United States, such filing is prima facie evidence of the company's insolvency and said performance bond is hereby waived in favor of the Sheriff's Office. The Vendor shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety Company to affix to the bond a certified and current copy of his Power of Attorney, indicating monetary limit of such power.

**3) Alternative Forms of Security:** In lieu of the bond required by this section, the Vendor may file with the Mecklenburg County Sheriff's Office, an alternative form of security which shall be in the form of cash, money order; or certified check, cashier's check, or an irrevocable letter of credit issued by a U.S. financial institution in good standing with all applicable laws and regulations and regulatory boards/entities, as well as financially sound, all to the satisfaction of the Sheriff's Office. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of such alternative forms of security shall be made by the Sheriff's Office.

**4) Release of Bonds:** Bonds will be released after all conditions of the contract have been met, final acceptance has been given and all inspections have been satisfied and a statement of warranty and release of lien has been issued.

## **5. EVALUATION OF PROPOSALS**

An Awards Committee will evaluate all proposals and make a recommendation to the Sheriff of Mecklenburg County based on the following criteria.

**A.** All proposals submitted will initially be evaluated for the following:

1) Evidence that the appropriate licenses, permits, or other documents required to operate in the State of North Carolina and Mecklenburg County have been obtained by the Vendor or evidence that such documents can be obtained in enough time to commence operations on **March 1, 2020**.

**2) Financial statements and evidence satisfactory to the Mecklenburg County Sheriff's Office that the Vendor has enough financial resources to execute the contract should it be awarded.**

**B. Proposals which the committee judges to be deficient in either of the above may be rejected without further evaluation.**

**C. Proposals which the committee judges to have satisfactorily complied with the above minimum requirements will then be evaluated based on:**

**1) Program Capability**

**a) Vendor's qualifications**

**b) Prior experience in delivering health care services in an institutional, large detention or correctional setting of similar size, including documentation from each site confirming service delivery**

**c) Documentation of institutional accreditation by appropriate accrediting bodies to include National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA) and the Prison Rape Elimination Act (PREA).**

**2) Detailed Plan:**

**a) Outline of services to be provided to include infirmary operation**

**b) Intake screening**

**c) History and physical examination**

**d) Physician services**

**e) Nursing services**

**f) Dental services**

**g) Eye care services**

**h) Sick call (automated process)**

**i) Mental health services**

**j) Medication administration**

**k) Medical support services - laboratory, X-ray, EKG & pharmaceutical needs & staffing**

**l) Records maintenance, including electronic records management**

m) Data collection procedures, processing and reporting as well as third party billing support services for all outside medical services

n) Quality assurance and utilization reviews procedures

### 3) Organizational Capability

a) Job descriptions

b) Post descriptions

c) Staff orientation program

d) Market rates by position

e) Retention rate by position by facility

### 4) Proposed Contract Price & Composition

## 6. METHOD OF AWARD

The Mecklenburg County Sheriff's Office reserves the right to award this contract to the Vendor submitting the proposal that in the opinion of the Sheriff's Office best serves the requirements of the Sheriff's Office. The successful proposal will be determined utilizing both price and evaluation criteria outlined in paragraph 5 above. Once each member of the Awards Committee has independently read and rated each proposal to determine compliance with technical and administrative requirements, a proposal evaluation matrix will be completed. A composite evaluation will then be prepared which indicates the committee's collective ranking of the highest rated proposals in a descending order. At this point, the Awards Committee may conduct interviews with the top ranked firms they have determined are technically and administratively compliant with our requirements. The Sheriff's Office intends to make a selection announcement approximately fourteen (14) working days after the closing date for proposals. Upon selection, the Sheriff's Office will issue a Letter of Intent to the Selected Vendor. Contract negotiations must be completed no later than the date specified in the **Schedule of Proposal Process** or the Sheriff's Office may elect to cancel the Letter of Intent and award the contract to the next most successful Vendor.

Please note that the Mecklenburg County Sheriff's Office is requesting pricing in various forms for current level of service as well as separate pricing for medical health services and mental health services. The Sheriff's Office reserves the right, in its sole discretion, to:

- ❖ Award a separate contract for Medical
- ❖ Award a separate contract for Mental Health
- ❖ Award a combined contract for Medical and Mental Health

## 7. TERMS OF CONTRACT

- A. The initial contract shall cover a thirty-three (33) month period. Upon mutual agreement, the contract may be renewed for two (2) additional two-year extensions based upon negotiations of service delivery and costs pending

appropriation of funds by the County to the Mecklenburg County Sheriff's Office for such purpose. The fiscal year for the Sheriff's Office is July 1 to June 30. Notwithstanding the above, the validity of this Agreement beyond the end of the first fiscal year of its intended term or for any portion of the fiscal year therein or thereafter is contingent upon an annual appropriation of funds by the Mecklenburg County Board of Commissioners specific to this Agreement. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing and must be approved by the Sheriff's Office and the agent of the Vendor. Should a decision be made to increase the scope of the contract, the Sheriff's Office and the Vendor will mutually agree, in writing, to an adjusted contract price.

**B. Indemnification** - The Vendor shall indemnify and hold harmless Mecklenburg County, the Sheriff's Office, their respective officers, agents, and employees against all claims, liability, damages, losses, costs and expenses, including without limitation for injury to or death of any persons or injury to any property arising out of or in any way connected with Vendor or Vendor's employees or agents, alleged acts or omissions in the performance of work by Vendor under this Agreement and all claims for damages arising out of bodily injury to persons (including death) or damage to property caused by or resulting from the Vendor's performance of this Agreement, unless such injury, death or damage is due solely and exclusively to the gross negligence or willful acts of the Sheriff's Office. The Vendor shall defend promptly any and all such demands, claims, and causes of action and shall pay all attorneys' fees and costs of resisting or defending against such demands, claims, or causes of action as they are incurred by the Sheriff's Office. In the event the Sheriff's Office brings suit against the Vendor to enforce this paragraph and the Sheriff's Office prevails, in addition to any other awards or remedies the Sheriff's Office may be entitled to, the Vendor shall pay the attorneys' and other fees and expenses as well as any court or other costs incurred by the Sheriff's Office in the suit and on appeal. In any action hereunder, the Sheriff's Office shall be entitled to select counsel of its own choosing to defend the Sheriff's Office or prosecute on its behalf. The terms and conditions of this paragraph shall survive termination of this or any other agreement between the Vendor and the Sheriff's Office.

**C. Insurance** - Throughout the term of this contract, the Vendor and any of its subcontractors will comply with the insurance requirements described in this section. The Vendor shall also provide any other insurance specifically recommended in writing by Mecklenburg County Risk Management. If the Vendor fails to maintain required insurance, Mecklenburg County shall be entitled to terminate or suspend the contract immediately.

**Vendor** further agrees to purchase and maintain during the life of this Agreement with an insurance company acceptable to Sheriff, authorized to do business in the State of North Carolina, the following insurance:

A) Automobile Liability: Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.



B) Commercial General Liability: Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including Coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.

C) Workers Compensation: To the extent required by law, Vendor shall purchase Workers Compensation Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, or such other amounts as may be required from time to time by applicable state and federal law. Vendor acknowledges that Vendor is not an employee of Mecklenburg County or the Mecklenburg County Sheriff's Office and therefore, is not entitled to workers' compensation coverage through either of the above-named entities.

D) Professional Errors and Omissions: Insurance with a limit of not less than \$3,000,000 per claim, \$3,000,000 aggregate as shall protect the Vendor and the Vendor's employees for negligent acts, errors or omissions in performing the professional services under this contract.

E) Health Insurance Portability and Accountability Act: Service Provider agrees that, if the County determines that some or all of the activities within the scope of this Contract are subject to the [Health Insurance Portability and Accountability Act of 1996, P.L. 104-91](#), as amended ("HIPAA"), and its implementing regulations, it will comply with the HIPAA requirements and will execute such contracts and practices as the County may require to ensure compliance.

Mecklenburg County and the Mecklenburg County Sheriff's Office shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this agreement.

Mecklenburg County and the Sheriff's Office shall be a designated insured under the above auto liability policy.

The Vendor shall not commence any work in connection with the resulting contract until it has obtained all the types of insurance set forth in this section and furnished the Sheriff's Office with proof of insurance coverage by certificates of insurance accompanying the contract. The Vendor shall be responsible for notifying the Sheriff's Office of any material changes (including renewals) to or cancellation of, the insurance coverages required above. Notice to the Sheriff's Office must be completed in writing within 30 days of the changes.

The Vendor shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.

All insurance policies shall be written by insurers qualified to do business in the State of North Carolina and with a current A.M. Best's rating of A-VII or better. (A carrier with a lesser rating may be acceptable with the approval of Risk Management). If any of the coverage conditions are met by a program of self-

insurance, the Vendor must submit evidence of the right to self-insure as provided by the Vendor's domiciled State.

Mecklenburg County and the Sheriff's Office shall be exempt from, and in no way liable for any sums of money that may represent a deductible of self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Vendor and/or subcontractor.

The Vendor's (including subcontractors of every tier) insurance shall be primary of any self-funding and /or insurance otherwise carried by Mecklenburg County or the Sheriff's Office for all loss or damages arising from the Vendor's operations under this agreement. The Vendor and each of its subcontractors shall and does waive all rights of subrogation against Mecklenburg County and the Sheriff's Office for each of the indemnities.

Medical Professional Liability: Shall protect the Vendor and his employees for negligent acts, errors or omission in performing medical professional services under this contract. The amount of such insurance shall not be less than \$1,000,000 per claim.

- D. Equal Employment Opportunity** - The Vendor shall comply with all provisions of Federal, State and local regulations to ensure that no employee or applicant for employment is discriminated against because of any protected categories including, without limitation, race, religion, ethnicity, color, sex (including pregnancy, gender identity, and sexual orientation), age (40 or older), disability, genetic information or national origin.
- E. Warranty Against Contingent Fees** - The Vendor will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Vendor for the purpose of securing business.
- F. Subcontracts** - The Mecklenburg County Sheriff's Office must approve, in advance, all subcontracts entered into by the Vendor for the purpose of completing the provisions of this contract. The Vendor will not sell, assign, transfer, nor convey any of its rights or obligations except with the prior written consent of the Sheriff or his designee.
- G. Security of Patient Health Care Records** - Medical and psychiatric records are of a confidential nature. The Vendor must agree to establish those procedures necessary to maintain the confidentiality of health care records (paper and electronic) as required by law. The medical records must always be maintained by the Vendor in an up-to-date status and are to remain with the Sheriff's Office at the end of the contract and any extension period.
- H. Vendor Personnel** - The Mecklenburg County Sheriff's Office may request replacement of any Vendor personnel believed by the Sheriff's Office to be unable to carry out the responsibilities of the contract and the Sheriff's Office

shall pre-approve all appointments to the positions of administrator, medical director, supervising nurses, and other Vendor personnel. All Vendor personnel will be subject to a security/background check by the Sheriff's Office, in addition to the Vendor's established background check process.

- I. Vendor Cooperation** - The Vendor shall always observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations in any way affecting the contract. The Vendor shall maintain regular communications with the Mecklenburg County Sheriff's Office designee of the Detention Division and shall promptly and actively cooperate in all matters pertaining to this contract.
- J. Termination** - The Mecklenburg County Sheriff's Office may terminate the contract resulting from this Request for Proposal at any time the Vendor fails to carry out its provisions. The Sheriff's Office shall give the Vendor notice of such termination with stated reasons for the termination. If, after such notice, the Vendor fails to cure the conditions in the opinion of the Sheriff within the specified time period contained in the notice, it shall be at the discretion of the Sheriff's Office to order the Vendor to stop work immediately and leave the premises or to reinstate the contract based upon corrective action. Either party may terminate the agreement, without cause, upon giving the other party not less than one hundred twenty (120) calendar days written notice of termination. Said notice shall be deemed given to the Sheriff's Office if hand delivered to the Business Manager, and to Vendor if hand delivered or sent by certified mail, return receipt requested, at the address provided in contract.
- K. Failure to Perform** - The services rendered under this contract are critical to the mandated responsibilities of the Mecklenburg County Sheriff's Office and Mecklenburg County (the "County"). Therefore, the Vendor will reimburse the Sheriff and/or the County for all costs and expenses incurred by the Sheriff's Office and/or the County in providing services which are the responsibility of the Vendor. Such expenses shall be reduced from the monthly payment due the Vendor. In the event the agreement is terminated prior to its expiration, all finished or unfinished documents, studies, correspondence, reports and other products prepared by or for the Vendor under this agreement shall become the exclusive property of the Sheriff's Office. Notwithstanding the above, the Vendor shall not be relieved of liability to the Sheriff and/or the County for damage sustained by the Sheriff's Office and/or the County by virtue of any breach of the agreement by the Vendor. Vendor agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event Sheriff's Office and/or the County prevails in such action, Vendor shall, in addition to any other right or remedy the Sheriff's Office and/or the County is entitled to under applicable law, promptly pay all costs and expenses of such action incurred by the Sheriff's Office and/or the County at any and all stages of such action, including without limitation reasonable attorneys' fees for the County and/or the Sheriff's Office. The terms and conditions of this paragraph shall survive termination of this or any other agreement between the Sheriff's Office and Vendor.

- L. Payment for Services** - The Mecklenburg County Sheriff's Office shall pay the Vendor for the Vendor's undisputed provision of designated services during the term of the contract, in the amount of the proposal or other sum agreed to in writing, which shall be payable in equal monthly payments.
- M. Third Party Reimbursement** – Where possible Vendor will diligently seek third party or insurance reimbursement for patient medical services performed by the Vendor. The Vendor will share all documentation received on insurance with the Sheriff's Office. The Vendor shall ensure that all medical providers will routinely pursue all insurance and other applicable claims, and other means of subrogation, for medical treatment provided to the residents. This includes but is not limited to establishing a process for billing the North Carolina Department of Public Safety for any medical services provided to sentenced residents as provided for in the North Carolina General Statutes, as may be amended from time to time.
- N. Obligations of the Sheriff of Mecklenburg County** - The Mecklenburg County Sheriff's Office shall provide space, limited housekeeping, linens, laundering, facility fixtures, office furniture, utilities, telephone service (excluding long distance charges), and security. The disposal of all contaminated medical waste shall be the responsibility of the Vendor. Disposal of these wastes must in accordance with all Federal, State and local laws.
- O. Public Information** - Neither the Vendor nor the Sheriff shall publish any findings based on data obtained from the operation of a contract agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.
- P. Research** - No medical research projects involving patients, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without prior written consent of the Sheriff or his designee. The conditions under which research shall be conducted shall be agreed to by the Vendor and the Sheriff or his designee and shall be governed by written guidelines. In every case, written full disclosure of the terms and conditions of the research to, and the written informed consent of, each patient who is a subject of a research project shall be obtained prior to the participation of a patient as a subject.
- Q. Compliance with National Commission on Correctional Health Care (NCCHC) Standards, American Correctional Association (ACA) 4<sup>th</sup> Edition Performance Based Standards for Adult Local Detention Facilities and Prison Rape Elimination Act (PREA)** -Vendor will provide health care services which meet or exceed NCCHC Standards and will maintain medical accreditation by the NCCHC, ACA, PREA or any other entity recognized for medical care accreditation for Detention Facilities that is selected by the Sheriff. Failure to meet or maintain medical accreditation shall constitute a material breach for contract termination.

- R. Compliance with State Minimum Detention Standards** - The Vendor will provide services which comply with the rules of the North Carolina Administrative Code 10A NCAC 14J, State Rules for Jails and Detention Units (<https://info.ncdhhs.gov/dhsr/jail/index.html>).
- S. Access to Management Information** - The Mecklenburg County Sheriff's Office shall have the complete and unlimited right to access any and all information maintained by Vendor which may be needed to ensure compliance with the contract terms and conditions, and to monitor contractual compliance. The Vendor shall make available all records or data requested.
- T. Permits and Licenses** - All permits and licenses required by Federal, State or local laws, rules and regulations necessary for the implementation of the work undertaken by the Vendor pursuant to the contract shall be secured, paid for, and maintained by the Vendor in up-to-date status. It is the responsibility of the Vendor to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.
- U. Compliance with Sheriff's Office Rules and Regulations/Confidentiality-** Vendor is required to comply with all Mecklenburg County Sheriff's Office rules and regulations with regard to any facility managed by the Sheriff's Office, including without limitation, no recording (audio or video) or taking photos in any secured area of the detention facilities, no disclosure to any third party of any information regarding layout of or security measures used within the detention facilities (including without limitation, location of cameras), nor will Vendor disclose any information of any kind obtained within the detention facilities without the prior written permission of the Sheriff, the Chief of Detention or their respective designees.

- 8. EXCEPTIONS TO PROPOSAL:** All proposals must clearly and with specificity detail all deviations to the exact requirements imposed upon the Vendor by the General Terms and Provisions (Part A), the Special Terms and Conditions (Part B), and the Technical Specifications (Part C). Such deviations should be stated upon the Proposal (Part D) or appended thereto. Vendors are hereby advised that the Mecklenburg County Sheriff's Office will only consider proposals that meet the specifications and other requirements imposed upon them by this package. In instances where an exception is stated upon the Proposal (Part D), said proposal will be subject to rejection by the Sheriff's Office in recognition of the fact that said proposal does not meet the exact requirements imposed upon Vendor by the General Terms and Provisions (Part A), the Special Terms and Conditions (Part B) and the Technical Specifications (Part C).

## **PART C - TECHNICAL SPECIFICATIONS**

### **1. REQUIRED MEDICAL STAFFING**

Vendor(s) should be aware of and will be made responsible for medical staffing that is appropriate and required to maintain the present Medical Unit(s) of the Detention Facilities and provide all patient medical, dental and mental health services at all Mecklenburg County

Detention locations. This responsibility shall also include providing qualified medical staff to testify in court regarding medications, treatment and care provided to patients, as may be requested or required by a judge or pursuant to a subpoena or court order, as the need for this assistance arises from time to time.

## **2. BACKGROUND INFORMATION**

### **A) THE MECKLENBURG COUNTY DETENTION FACILITIES**

Mecklenburg County Detention Center Central has a funded bed capacity of 1,788 beds and is located at 801 East Fourth Street, Charlotte, NC 28202. Residents are housed in 36 direct and indirect supervision pods. Detention Center Central has two medical clinic areas with two dental examination chairs, and X-ray room with film developing area. The Arrest Processing Center (APC) is in Detention Center Central. All arrestees that enter the Mecklenburg County Sheriff's Office Detention division are processed through this facility. There is a decision pending regarding the housing of Juveniles effective December 1, 2019. If this occurs, juveniles will be processed at Detention Center North.

Mecklenburg County Detention Center North has a funded bed capacity of **128** beds in one (1) adult direct and nine (9) youthful offender pods. This facility has a medical clinic and is located at 5235 Spector Drive, Charlotte, NC 28269.

Health appraisals (required within fourteen days) are performed at all facilities. Residents with medical complaints are initially evaluated and treated by nursing personnel during sick call (requests are made via kiosk in housing unit). Pursuant to treatment protocol, minor treatment or over-the-counter medication may be recommended for the patient by the nursing personnel during this time. More problematic cases are referred for physical evaluation or follow-up.

- B)** Equipment is provided by the Mecklenburg County Sheriff's Office. Any additional equipment that prospective Vendors feel is required will be the responsibility of the Vendor. Henceforth, annual request for capital equipment must be received in writing no later than December 31 to be considered in the Sheriff's Office annual budget request. At the end of the contract and any extension, the Vendor will remove records and equipment not deemed the property of the Sheriff's Office within 20 calendar days and solely at Vendor's expense.
- C)** The Mecklenburg County Sheriff's Office has a medical co-pay procedure in accordance with North Carolina General Statutes. The Vendor should list by name and address all facilities where the Vendor is currently providing medical care that has a medical co-pay system and describe how the medical co-pay system is administered and managed by the facility and the Vendor.

## **3. CONTINUITY OF SERVICE**

Continuity of service is a must with this contract. If a new company is awarded the contract, the Sheriff's Office would expect complete, prompt coordination between the incoming and outgoing Vendors to facilitate a smooth transition.

4. **RESPONSIBILITIES OF THE SHERIFF**

The Mecklenburg County Sheriff's Office owns the existing clinic equipment. If additional equipment is required during the term of the contact, a written list of equipment, with justification, should be included in your proposal for consideration and review.

The Sheriff's Office will provide a reasonable amount of office furniture to include desks, chairs and filing cabinets for the Vendor's use. A written list of additional furniture, with justification, should be included in your response to the RFP.

The selected Vendor agrees to perform a physical inventory jointly with the Mecklenburg County Sheriff's Office of the medical facilities on both the date of the implementation of this contract and at the completion of the contract and any extensions. Any unaccounted-for items or items that are not in working order at the conclusion of Vendor's performance will be replaced by the Vendor within 30 days.

The Mecklenburg County Sheriff's Office will provide basic in-house phones and local telephone service. Vendor will be responsible for providing its own long-distance service.

5. **PRICE**

To assist with the determination of proposed contract price, assume the average daily resident population for the contract year starting March 1 through December 31, 2020 is 1,559. The resident population projections for the contract years 2021 and 2022 are 1,580 and 1,601, respectively. The Vendors will be expected to include, in the proposal, any per diem cost for monthly average resident populations that exceed the resident annual population projections.

The price is to include the furnishing of all professional services (including but not limited to provision of resident medical records to third parties who have valid HIPPA releases, including without limitation, family members or counsel of record for the resident), labor, materials, equipment, insurances, licenses and applicable taxes necessary or proper for the completion of the work. The price should be in accordance with the schedule included in the **Medical Proposal Price Calculation** spreadsheet (access will be granted to SharePoint site to Vendor representative email listed on **Letter of Intent**). The methodology used in determining these prices should be included in the proposal. Any recommended modifications/enhancements to the current level of staffing must be identified separate from the current level staffing provided.

All off-site medical service providers bill the Mecklenburg County Sheriff's Office current medical directly for services rendered and they process payment after bill review and subsequently bill the Mecklenburg County Sheriff's Office. It is the responsibility of the medical Vendor to coordinate, facilitate and review the medical services provided to the residents in the custody of the Sheriff's Office in accordance with the North Carolina General Statutes. These costs are not to be included in the proposals as these dollars are funded separately.

Any request by the Vendor to transfer a patient to the North Carolina Department of Public Safety (DPS) under a Safekeeping Order for medical and/or mental health concerns will constitute the Vendor's acceptance to pay all invoices relative to the delivery of medical and/or mental health services provided by the DPS for internal or external services billed while that patient is in a safekeeping status at any DPS facility.

6. **OBJECTIVES OF THE REQUEST FOR PROPOSAL (RFP)**

- A) To provide prospective Vendors data necessary for preparation of proposals.
- B) To provide a fair method for objectively analyzing submitted proposals.
- C) To result in a contract between the Vendor and the Mecklenburg County Sheriff's Office that will provide generally for the following:
  - 1) Quality health services for residents in Mecklenburg County Sheriff's Office facilities.
  - 2) Development and implementation of a health care plan with clear objectives, policies and procedures that is compatible with those of the Mecklenburg County Sheriff's Office and with a process for documenting ongoing achievement of contract obligations.
  - 3) Utilization of appropriate personnel in accordance with their scope of practice who are certified and licensed by the appropriate bodies as required in the State of North Carolina.
  - 4) Administration leadership that provides for both cost accountability and responsiveness to the contract administrator (Sheriff or his designee).
  - 5) Assurance that Federal, State, and local requirements and standards of care are met or exceeded.
  - 6) Continuing education for staff.
  - 7) A health care system that is operated in such a way that is respectful of patient rights to basic health care.
  - 8) To provide specific, but limited, testing/health services to the Mecklenburg County Officers while on duty. Also provide employee physicals in compliance with North Carolina Sheriff Standards.
  - 9) Exposure labs and testing for blood borne exposures due to an exposure incident.
- D) Indemnification and insurance.

**7. VENDOR QUALIFICATION**

Proposals shall be considered only from firms who can clearly demonstrate to the Mecklenburg County Sheriff's Office a professional ability to perform the type of work specified within the Request for Proposal. Vendors with a minimum of ten (10) years' experience as an organization must be able to demonstrate adequate organization, facilities, equipment and qualified personnel to ensure prompt and efficient service to the Sheriff's Office. In the determination of the evidence of responsibility and ability to perform the contract by the



Vendor, the Sheriff's Office reserves the right to investigate the reputation, financial condition, experience record, personnel, equipment, facilities and organization of the Vendor. The Sheriff's Office shall determine whether the evidence of responsibility and ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The Sheriff's Office reserves the right to reject a proposal when evidence indicates to the Sheriff's Office, in the sole opinion of the Sheriff's Office, the inability to perform the contract by a Vendor.

The Mecklenburg County Sheriff's Office requires a copy of Vendor's audited financial statements for the three (3) most recent fiscal years. Vendor must indicate by what state(s) it is licensed.

Vendor must indicate whether Vendor is named in any lawsuits pending and the nature of same. Vendor must describe all claims against it which have been adjudicated in favor of the plaintiff or have been otherwise settled in the past five (5) years. Vendor must describe all claims pending or any claims Vendor has reason to believe will be made.

## **8. SPECIFICATIONS AND PROGRAM REQUIREMENTS**

The Vendor will be expected to meet the following specifications and program requirements. This listing is not intended to be all inclusive but serves as a guideline with recommendation for the development of a health care program for the resident population in the custody of the Mecklenburg County Sheriff's Office. This includes the responsibility for providing primary medical, dental and mental health services. This responsibility provides for medical screening, admission evaluation, sick call, infirmary care, pharmacy services, medical clearances for intra- and inter-agency transfers, food handling and work clearances, the continuing care of identified health problems, detoxification and emergency services. The Vendor will be responsible for identification and care coordination/management of individuals who require continuous care and who are booked into the custody of the Mecklenburg County Sheriff's Office with preexisting illnesses and/or injuries.

Individuals who are provided care while in the custody of the Mecklenburg County Sheriff's Office, will not be the responsibility of the Vendor for payment of medical services as it relates to injuries/illness the individual has before the time of arrest or suffered during the course of arrest by any law enforcement agency and who are subsequently remanded to the custody of the Sheriff's Office. The law enforcement agency responsible for arrest will be responsible for payment of those services.

Resident Medical Off-Site Care Cost -Various healthcare providers provide off-premises patient health care services and bill the Mecklenburg County Sheriff's Office directly for services rendered. It is the responsibility of the medical Vendor to coordinate, facilitate and review the medical services provided to the residents in the custody of the Sheriff's Office. In accordance with North Carolina §153A-225.2(c) the Vendor shall distribute patients among all hospitals and healthcare facilities located within Mecklenburg County. The Vendor will provide semiannual reports for posting on the County website detailing compliance with North Carolina §153A-225.2(c).

The Vendor will be expected to provide comprehensive services that are legally defensible, and which meet or exceed the NCAC, NCCHC Standards for Health Services in Detention facilities, ACA, PREA and Federal, State (including Health and Rehabilitative Services), local

laws, statutes and ordinances governing health care service delivery. Vendors are encouraged to elaborate on their specific plan for providing services.

**A. Administrative Requirements**

- 1) A singular designated physician (medical director) with responsibility for assuring the appropriateness and adequacy of resident health care.
- 2) A full-time health RN administrator with the authority to oversee the administrative requirements of health care programs such as recruitment, staffing, data gathering, financial monitoring, policy and procedure development and review, contracts, medical record keeping, and other management services.
- 3) Copies of clearly defined written agreements or understanding for twenty-four (24) hour service with physicians and others involved in providing care to residents will be provided to and approved by the Mecklenburg County Sheriff's Office. All subcontracts of every nature are subject to the approval of the Sheriff's Office.
- 4) Well defined operational policies and procedures to include, at a minimum, those required by the ACA, NCAC, PREA and NCCHC standards, and in concert with Mecklenburg County Sheriff's Office policies and procedures for service delivery. The Sheriff's Office shall develop the policies and procedures necessary to specify the role of medical services in a detention setting and to provide a liaison between the medical and security staff.
- 5) A comprehensive annual statistical report will be forwarded to the Mecklenburg County Sheriff's Office in accordance with ACA, NCAC, PREA and NCCHC standards. In addition, monthly and daily statistics will be required by site and in total.

**a) Monthly Statistics**

Narrative reports shall be submitted by the tenth (10<sup>th</sup>) calendar day of each month to the Chief of Detention, the Medical Services Contract Monitor and the Sheriff's Office Business Manager with data reflecting the previous month's activity by facility to include:

- Residents requests for services
- Residents seen at sick call
- Residents seen by physician
- Residents seen by dentist
- Residents seen by psychiatrist
- Residents seen by psychologist
- Infirmary admission, patient days, average length of stay
- Mental Health admissions
- Off-site hospital admissions to include ER and general physician referrals
- Compile semi-annual reports to comply with North Carolina §153A-225.2(c)
- 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 resident population dispensed medication
- Residents testing positive for venereal disease
- Residents testing positive for AIDS or AIDS Antibodies
- Residents testing positive for TB
- Resident mortality
- Number of hours worked by entire medical staff, specifying each post or shift
- Monthly off-site visits
- Other data deemed appropriate from time to time by the Mecklenburg County Sheriff's Office staff

**b) Daily Statistics**

A narrative report for the previous twenty-four (24) hours, capturing the following data shall be submitted to the Chief of Detention daily prior to 9:00 a.m., to include:

- Transfers to off-site hospital emergency departments
- Communicable disease reporting
- Suicide data (i.e., attempts and precautions taken)
- Report of status of patients in local hospitals and infirmaries
- Staffing
- Submit completed medical incident report copies
- Submit completed medical grievance report copies
- A list of lost medical files

- 6)** On a scheduled basis, the administrative staff shall have documented monthly meetings with the Medical Services Contract Monitor and the designated detention administrators to evaluate statistics, program needs, problems and coordination between custody and medical personnel.
- 7)** Documentation of health care staff roles in the detention disaster plan. The contract provider for medical services shall, in times of emergency or threat thereof, whether accidental, natural or caused by man, provide medical assistance to the Mecklenburg County Sheriff's Office to the extent or degree required by Sheriff's Office policy and procedure.

**B. Level of Service**

- 1)** These are set as a guide for minimum requirements to perform this service. However, final staffing for the delivery of medical services will be as mutually agreed upon by written contract between the Vendor and the Mecklenburg County Sheriff's Office. In any event, adequate and qualified health care personnel are required for twenty-four (24) hour per day patient health care services. Include here an overview of your company indicating the background and professional credentials of your general management and staff. Provide

insight as to how you propose to initiate your service to our facilities. We would expect to see reference to prior experience in this field along with documentation of staffing and personnel turnover.

- 2)** Physician Services must be enough to provide the required needs of each day and assure medical evaluation/follow up within twenty-four (24) hours of post nursing triage referral (including weekends and holidays). In addition, twenty-four (24) hour physician on-call services with availability for consultation and on-site needs system-wide are required.
- 3)** Nursing services must be available to provide for the following:
  - a)** Infirmary coverage always.
  - b)** Intake screening on all residents at time of admission.
  - c)** Histories and physicals on residents completed within fourteen (14) days of admission.
  - d)** Medications as prescribed, not to exceed eight hours from the time of prescription.
  - e)** Sick call triage and follow up daily.
  - f)** Appropriate and timely responses to medical needs and emergencies.
  - g)** Physician support services.
- 4)** Enough clerical support staff must be available to support the medical contract.
- 5)** Written job descriptions and post orders to define specific duties and responsibilities for all assignments at each facility must be available at each site.
- 6)** Copies of staffing schedules encompassing all health care staff are to be posted in designated areas and submitted to the Medical Services Contract Monitor / Facility Commanders on a monthly basis, with updates regarding changes to include vacancies.
- 7)** The Vendor will be required to provide in the proposal staffing plan for all contracted staff and an hourly wage per position plus benefits schedule. The schedule will be used for calculation of credits to the Sheriff's Office for any position not filled as agreed to in the final contract staffing schedule. Any staff vacancy that exceeds 30 days will require a reimbursement of 130% of that staff's salary for every day beyond 30 days. This reimbursement will also apply to staffing vacancies occupied by agency personnel greater than ten percent of the staffing matrix for more than 30 days.
- 8)** The Vendor shall provide the name, date of birth, local address, previous

employment, social security number and copy of driver's license for all employment applicants. Applicants must agree to adhere to all Mecklenburg County Sheriff's Office Policies and Procedures. Prior to Mecklenburg County Sheriff's Office approval for employment, an applicant screening shall be conducted, coordinated with the Sheriff's Office, to include fingerprints and background check. Applicable licenses and/or certificates for all professional staff must be on file with the Sheriff's Office prior to employment. In addition, malpractice insurance must be on file for all Physicians and Nurse Practitioners, and other professional or paraprofessional employees, if applicable.

- 9) The Vendor shall provide a written plan for orientation and staff development/training appropriate to their health care delivery activity for all health care personnel. This plan must outline the frequency of continued training for each staff position. All employees of the Vendor will be required to attend all Employee Orientations and Fundamentals Class required by the Sheriff's Office for all employees. These sessions will be provided free to the Vendor by the Sheriff's Office training staff. The Vendor will not be entitled to reimbursement for staff and employees are not allowed access to patients prior to completion of training.
- 10) Provisions for pharmaceutical services to assure the availability of prescribed medications within eight (8) hours of the order of issue being written. Pharmacy services, and emergency pharmacy service, consistent with State and Federal laws and/or regulations, monitored by a licensed, qualified pharmacist must be maintained. **NOTE:** The Vendor shall be required to pass-on to the Mecklenburg County Sheriff's Office any pharmacy manufacturers and or drug wholesaler's rebates, coupons and or discounts that apply to the medications that are provided to the pharmacy servicing the Mecklenburg County Detention Center patient's prescriptions. Each month any applicable pharmacy manufacturers and or drug wholesaler rebates, coupons and or discounts shall be noted by the Vendor to the Sheriff's Office and adjusted from the Vendors monthly invoice for services to the Sheriff's Office.
- 11) Recording the administration of medications in a manner and on a form approved by the health care authority to include documentation of the fact that residents are receiving and ingesting their prescribed medications. Documentation will also be required when a patient's ordered medication was not administered, and the reason given. A very active and successful self-medication / Keep on Person (KOP) program is in place. It is the request of the Mecklenburg County Sheriff's Office to maintain this program.
- 12) Dental services sufficient to provide for emergency and medically required dental care for residents at detention facilities within a reasonable period must be available.
- 13) The Mecklenburg County Sheriff's Office may prohibit entry to any secure facility or remove therefrom, a contract employee who does not perform his/her duties in a professional manner.

- 14) The Mecklenburg County Sheriff's Office reserves the right to search any person, property or article entering or leaving its facilities.
- 15) The Mecklenburg County Sheriff's Office may request that the Vendor provide detailed information on individual resident health care cases specific to the care provided, date of care, and who provided the care.
- 16) Medical trips in excess of eighty (80) a month will result in a reimbursement of \$200.00 for each trip in excess of eighty to the Mecklenburg County Sheriff's Office.

**C. Care and Treatment Requirements**

- 1) Vendor will provide for twenty-four (24) hour a day emergency or immediate medical services. Service will include emergency transportation and acute hospital services with one or more health care providers or physician.
- 2) In addition to twenty-four (24) hour a day emergency service coverage, the hours for routine nurse sick call shall be at levels which allow for all patients needing medical services to be seen on the same day that they request such services, should the need arise outside the scheduled sick call rounds done in the housing units.
- 3) Written manual of standardized policies and defined procedures approved by the health care authority and the Mecklenburg County Sheriff's Office must be reviewed at least annually and revised as necessary under direction of the health care authority with approval of the Sheriff's Office.
- 4) Provision for necessary laboratory, EKG and X-ray services. All abnormal laboratory and X-ray results shall be reviewed and signed by the reviewing physician or mid-level provider. A follow up plan of care shall be furnished.
- 5) Development of a mental health program for evaluation, treatment and/or referral to include but not be limited to the following:
  - a) When isolated for psychiatric purposes, patients shall be examined by a physician or mid-level provider within twelve (12) hours after confinement.
  - b) Medical evaluation must support medical confinement of patients based on risk of physical danger to self or others.
  - c) All patients who are segregated from the general population must be seen by qualified health personnel a minimum of three (3) times per week. Mental health patients will be seen daily.
  - d) A physician or mid-level provider will be responsible to determine when a patient should be sent or returned to general population, with

documentation in the medical record regarding these decisions.

- e) All patients referred for mental health evaluation will receive a comprehensive diagnostic examination including a psycho-social history and mental status evaluation. This examination will include an assessment of suicidal risk, potential for violence, and special housing needs.
- f) Psychotropic medication will be used where appropriate. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All patients placed on drug therapy will be seen within a time not to exceed one (1) week by the physician or mid-level provider. Precautions to be followed will include:
  - 1) The psychiatrist will review the patient's medical record to determine which medications the patient has been receiving prior to prescription of psychotropic medication.
  - 2) Prior to the prescription of psychotropic medication, patients will be informed by a member of the mental health staff about the risks of taking such medication, in accordance with applicable standards of care. All female patients will be so informed by a member of the mental health staff about the risks of taking such medication while pregnant or breast feeding (upon release). A pregnancy test will be provided prior to the prescription of psychotropic medication to female patients wishing such a test, if such a test has not already been provided upon intake.

All patients placed on medication will be evaluated for signs of toxicity. Blood pressure will be regularly checked, and drug levels monitored where appropriate with documentation of this information to be placed routinely in the patient's medical record.
- g) Alcoholism and other substance abuse services will be offered to those patients who are referred to the program for health problems and who also have alcohol and other substance abuse related problems. These services will be provided by medical and mental health professionals and should include case findings, referrals, liaison work and post release planning.
- 6) Development of special medical program which exists for residents requiring close medical supervision, including chronic and convalescent care needs. This section must include specific guidelines for housing standards of these patients. Requirements to be included are:
  - a) Each patient assigned this classification must have a written individualized treatment plan approved by a physician.

- b) Influence of alcohol or drugs must be separated from the general population and kept under close observation for a reasonable time period.
  - c) Patients with suicidal tendencies and those with a history of having seizures, as determined by medical authority, must be assigned to quarters that have close observation.
  - d) Pharmacological support must be determined by a physician or mid-level provider.
- 7) Mecklenburg County Sheriff's Office and medical and mental health staff shall share relevant information including, but not limited to communicable disease and behavior problems/disorders.
- 8) Define a program for meeting the special needs of the female population, e.g., pregnancy.
- 9) A written plan with specifics for provision of specialty health care services shall be followed.
- 10) Provision for timely examinations and medical clearance for all resident workers (residents assigned to work programs inside the detention facilities) prior to placement in the assignment. Resident worker medical clearances must include:
- a) Relevant past medical history, including communicable disease, heart problems, respiratory problems, allergies, back problems.
  - b) Questions for current signs and symptoms of illness.
  - c) Current vital signs, including blood pressure, pulse, temperature.
  - d) General examination for overall physical and mental health, with specific reference to (1) examination for evidence of communicable disease to include, but not be limited to, skin problems such as staph infections, rash, wounds, sores, boils, etc. and, (2) heart and lung examinations.
  - e) Current test for tuberculosis.
- 11) Documented resident health screening by medical staff upon arrival at the facility must be based on structured inquiry and observation, performed by qualified health care personnel, twenty-four (24) hours a day, seven (7) days a week.
- a) **No unconscious, extremely intoxicated person (drugs or alcohol), those in mental health crisis and persons who appear to be seriously injured shall be admitted to the detention system. They must be referred immediately for emergency medical attention without delay**



**and their admission or return to the detention system is predicated upon written medical clearance. The arresting agency is solely responsible for any and all charges related to this referral prior to admission to the Detention facility.**

- b)** Receiving screening findings should be recorded on a printed form approved by the health authority and the Detention Administration and shall be provided by the Vendor.
  - c)** At a minimum, the screening must include inquiry into:
    - (1)** Current illness and health problems including mental, dental and communicable diseases.
    - (2)** Medications taken and special health requirements.
    - (3)** Use of alcohol and drugs, including types, methods, amounts, frequency, date/time of last use and history of problems related to stoppage.
    - (4)** For females, a history of gynecological problems and pregnancies.
  - d)** At a minimum, the screening must include the observation of:
    - (1)** Behavior, including state of consciousness, mental status, appearance, conduct, tremors, sweating.
    - (2)** Notation of body deformities, trauma, markings, ease of movement.
    - (3)** Condition of skin and body orifices, including rashes, staphylococcus infections and infestations, needle marks, or other indication of drug abuse.
    - (4)** TB testing.
    - (5)** Recording of Vital Signs.
  - e)** Residents must be medically cleared before they are sent to general population.
  - f)** DNA and Alcohol testing as required by North Carolina General Statutes.
- 12)** Each resident shall be given a health appraisal, including a physical examination by qualified health care personnel, completed after admission to the detention system, based on the criteria listed in the North Carolina Administrative Code 10 NCAC 4J, ACA and the NCCHC. Anytime a patient has been out of the custody of the Mecklenburg County Sheriff's Office, a History and Physical (H & P) will be required.

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

  - (1)** Review of intake screening forms.
  - (2)** Collection of additional data regarding complete medical, dental, psychiatric and immunization histories.
  - (3)** Appropriate follow-up laboratory and diagnostic tests to detect communicable disease (Venereal Disease and Tuberculosis).
  - (4)** Recording vital signs (height, weight pulse, blood pressure, temperature).
  - (5)** Physical examination with comments about mental and dental status. A gynecological assessment must be included for females.
  - (6)** Review of physical examination and test results by a physician for problem identification.
  - (7)** Initiation of therapy when appropriate.
  - (8)** Other tests and examinations as appropriate.
- b)** The form used for the health appraisal must be approved by the facility physician and the Detention Administrator or designee and shall be provided by the Vendor.
- c)** The Detention policy and procedure requiring a health appraisal must be contained in the standard operating procedures of the medical section.
- d)** Residents referred for treatment as a result of the health appraisal must be seen the following day unless the provider making the referral orders them to physician sick call on another day.
- 13)** Medical staff shall be responsible for all housekeeping duties in the infirmary with the exception of the floors, bathrooms, showers and vents.
- 14)** Medical staff shall respond to acute medical needs of Mecklenburg County Sheriff's Office staff on duty or visitors to detention facilities and document services provided.
- 15)** Residents will not be allowed to provide any health care services, including record keeping.

- 16) Copies of all inspection reports shall be provided to the designated Detention Administrative staff and the Medical Services Contract Monitor.
- 17) All outside medical consultations/treatment shall be coordinated in advance with the Detention Transport division.
- 18) The Vendor shall be responsible for the disposal of all contaminated waste. This material must be removed from within the facility to a secured area and disposed of as required.
- 19) **The Vendor shall make arrangements for body cavity searches to be conducted by medical personnel other than those who currently provide care to residents in the custody of the Sheriff, in accordance NCCHC Standards.**
- 20) The Vendor shall be responsible for the purchase of all medical supplies. All medical equipment up to a cost of \$500.00 per item shall be the responsibility of the Vendor and shall remain the property of the Sheriff's Office if the contract exceeds the term and/or any extension term. Any medical equipment over \$500.00 shall be purchased by the Sheriff's Office in accordance with contract requirement and remain the property of the Sheriff's Office.
- 21) Vendor will provide annual testing for tuberculosis (PPD test) and Hepatitis B vaccine for Sheriff's Office employees at no additional cost to the Mecklenburg County Sheriff's Office.
- 22) Vendor will provide annual flu vaccines to the Sheriff's Office staff at no additional cost. The vaccines are to be administered no later than the last week of October of each contract year.
- 23) Vendor will be responsible for evaluating patients placed in a safety chair/cell to prevent them from harming themselves by a qualified Mental Health professional before removal.

#### **D. Medical Records Requirements**

**1) HIPPA: Definitions:** The following terms shall have the meaning indicated when capitalized and used in this contract:

- a) Vendor for Mecklenburg County Sheriff's Office is defined as a company or person outside of Mecklenburg County's workforce, who, on behalf of the Sheriff's Office, provides a service or function that involves knowledge, use, and/or disclosure of individually identifiable health information to perform the service or function. Some examples may include, but are not limited to: transportation companies, shredding companies, medical billing and collection companies, etc.
- b) Federal Privacy Regulations: Mean the regulations contained in 45 C.F.R.

parts 160 and 164, as amended.

- c) Federal Security Regulations: Mean the regulations contained in 45 C.F.R. parts 160, 162 and 164 as amended.
  - d) HIPPA: Means the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 425 U.S.C § 1320d through d-8, as amended.
  - e) Protected Health Information or PHI means any protected health information, as defined in 45 C.F.R. 164.501 as amended.
  - f) Required by Law: Means a mandate contained in law that compels a covered entity to make use or disclosure of protected health information and that is enforceable in a court of law. Required by law, includes, but is not limited to, court orders and court ordered warrants, subpoenas or summonses issued by a court, grand jury, a governmental or tribal inspector, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand, Medicare conditions of participation with respect to health care providers participating in the program; statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- 2) Individual health care records will be initiated and maintained for every patient regarding medical, dental or mental health services as a result of the resident screening process, or for services rendered following assignment to a housing area.
  - a) Patients returning from outside hospital stay or clinic visits are to be seen promptly by the physician or mid-level provider. A note regarding this review with reference to follow up in-house must be documented in the patient medical record.
  - b) The results of tuberculin tests shall be read and documented on a daily basis.
  - c) Medical staff shall perform reviews, medical examinations, medical summaries or certifications as are necessary for intra-system or inter-system transfers, food handling and work clearances. Medical summaries must accompany residents.
  - d) Medical summaries shall be prepared and sent with residents being transferred to other than intra-system facilities.
- 3) The resident health record shall include, but not be limited to:
  - a) Intake screening form

- b)** Health appraisal form
  - c)** Physician order/treatment plans
  - d)** Prescribed medications administered or not administered, date, time and by whom
  - e)** Complaints of illness or injury
  - f)** Findings, diagnoses, treatments and dispositions
  - g)** Health service reports
  - h)** Consent and refusal forms
  - i)** Release of information forms
  - j)** Resident medical request forms
  - k)** Medical grievance forms
  - l)** Laboratory, radiology and diagnostic studies
  - m)** Consultation, emergency room and hospital reports and discharge summaries
  - n)** Each documentation shall include the date, time, signature and title of each documenter
  - o)** Medications and/or future medical referrals/appointments for the resident provided to the resident at time of release from Sheriff's Office.
  - p)** Any disclosed allergens to include food allergies.
- 4)** Confidentiality of medical records and medical information must be assured. The medical and psychiatric records must be kept separate from the custody record. Data necessary for the classification, security and control of residents must be provided to the appropriate Mecklenburg County Sheriff's Office personnel. Medical records must be made available to Sheriff's Office personnel when required to defend any cause of action by any resident against the Sheriff's Office.
- 5)** Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.

- 6) Inactive medical records must be maintained in accordance with the laws of the State of North Carolina and NCCHC.
- 7) Information concerning any court or legal documents affecting patients and the medical contract provider must be provided in writing to the designated Mecklenburg County Sheriff's Office representative prior to the close of the shift of service/receipt.
- 8) If a patient's medical record cannot be located within eight (8) hours of the discovered loss, the Vendor's Administrator and the Mecklenburg County Sheriff's Office Contract Monitor shall be verbally notified, and a duplicate record shall be immediately generated. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined to form one file.

**E. Quality/Assurance Requirement**

A quality assurance program will be on-going consisting of regularly scheduled audits of patient health care services with documentation of deficiencies and plans for correction of deficiencies. The quality assurance plan shall include a provision for program and peer review by an "outside" correctional health care professional (chosen by the Mecklenburg County Sheriff's Office) on an annual basis, the results of which shall be made available to the Sheriff, the Detention Administrator and the Medical Services Contract Monitor. The cost will be paid by the Vendor.

**F. Financial Requirements**

The Vendor will be responsible for all costs related to patient health care services at each location including the following:

- 1) Pharmaceutical/medical supplies and medical equipment. Medical equipment includes any such equipment that costs \$500.00 or less per item.
- 2) Office equipment and supplies to include forms, books, etc.
- 3) Personnel
- 4) Prosthesis and necessary eyewear.
- 5) Sufficient copying equipment to support the contract.
- 6) Reimbursement for all long-distance telephone charges incurred using Mecklenburg County Sheriff's Office telephone extensions.
- 7) Contaminated waste disposal.

**9. HEALTH CARE CONTRACT**

The Vendor must submit a sample contract and agree to enter into a contract with the Mecklenburg County Sheriff's Office, the terms and conditions of which must be acceptable to the Sheriff's Office, whether addressed in this Request for Proposal or not. A tentatively selected Health Care Vendor that fails to meet the contractual terms of the separate needed contract shall be rejected.

**10. ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement, and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement. The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties.

**11. WAIVER**

The failure of the Vendor or Mecklenburg County Sheriff's Office to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other party.

**12. DESIGNEE**

Any action, authorization or representation required under this Agreement by the Mecklenburg County Sheriff's Office may be fulfilled by the Sheriff or his designee.

**13. SEVERABILITY**

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

**14. NORTH CAROLINA LAWS GOVERN**

This Agreement shall be governed by and construed and enforced in accordance with the laws of North Carolina unless specifically clearly provided otherwise herein.

**15. VENUE**

This Agreement shall be deemed to have been made and performed in Mecklenburg County, North Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the general courts of justice in Mecklenburg County, North Carolina without application of any conflicts of laws provisions of any jurisdiction.

## ADDITIONAL POPULATION INFORMATION

FY	Number of Data Points	Projected ADP
2020	5	1,559
2021	6	1,580
2022	7	1,601
2023	8	1,622
2024	9	1,643
2025	10	1,665
2026	11	1,686
2027	12	1,707
2028	13	1,728
2029	14	1,749
2030	15	1,770
2031	16	1,791
2032	17	1,812

## ADDITIONAL INFORMATION

Please note: Access will be granted to SharePoint site to Vendor representative email address listed on **Letter of Intent**. The following files will be located on this site as well as all responses to questions.

- ❖ FY 2018-FY 2019 Medical Statistics
- ❖ Complete Medical Inventory by facility
- ❖ Previous Medical Contracts for Wellpath (formerly Correct Care Solutions)
- ❖ Physical Diagrams of Medical Units at Each Facility
- ❖ Medical Proposal Price Calculation

As previously referenced, the spreadsheet(s) required for presenting the price proposal(s) will also be accessible on SharePoint site. Vendors can also request from Southern Resource Advisors, LLC at the above email address. Each Vendor submitting a proposal will need to include an electronic file with the completed spreadsheet for **Medical Proposal Price Calculation**.



**PART D - PROPOSAL FOR PATIENT HEALTH CARE SERVICE**

The undersigned understands that this Proposal **must be signed** in ink and that an **unsigned** Proposal will be considered incomplete and subject to rejection by the Mecklenburg County Sheriff's Office.

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

**\* \* \* USE INK ONLY \* \* \***

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

PROPOSAL TO BE CONSIDERED BY THE MECKLENBURG COUNTY SHERIFF'S OFFICE

EXCEPTIONS TO PROPOSAL: NOTES - ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE MECKLENBURG COUNTY SHERIFF'S OFFICE. **ALL VENDORS SHOULD CAREFULLY READ PARAGRAPH 8 OF THE SPECIAL TERMS AND CONDITIONS (PART B).**

1. The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions (Part A), the Special Terms and Conditions (Part B) and the Technical Specifications (Part C), upon which this Proposal is based, to wit:
2. PROPOSAL FOR PATIENT HEALTH CARE SERVICES

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**(Insert your company name and address here)**

The undersigned has carefully examined the proposal package and all conditions affecting the cost of the service required by the Mecklenburg County Sheriff's Office.

The undersigned certifies that any exceptions to the proposal specifications are noted on the attached exceptions form. All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancellation of award.

We hereby propose to furnish the services described herein in accordance with the proposal package, except as noted on attached Exceptions Form:

**IMPORTANT NOTE TO VENDORS-PLEASE USE EACH OF THE ABOVE DESIGNATED FORMS FOR EACH OPTION RELATING TO EACH CONTRACT YEAR PROJECTION.**

**REFERENCES**

Provide business references on this form. References shall be facilities of comparable size currently or previously under contract where same or similar services have been provided. These should be facilities where certification by NCCHC, PREA and ACA Accreditation has been attained.

- 1. Facility Name \_\_\_\_\_  
Facility ADP \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_
- 2. Facility Name \_\_\_\_\_  
Facility ADP \_\_\_\_\_  
Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

3. Facility Name \_\_\_\_\_

Facility ADP \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

4. Facility Name \_\_\_\_\_

Facility ADP \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**ACCREDITATIONS**

List all facilities at which your program has been accredited by NCCHC, PREA and ACA. Provide copies of the accreditation certificate(s).

**PROPOSAL TITLE: PATIENT HEALTH CARE SERVICES**

VENDOR:

Check One: ( ) Individual  
( ) Partnership  
( ) Corporation

**(Insert your company name and address here)**

Federal taxpayer identification:

\_\_\_\_\_

Corporate address if different from above:

\_\_\_\_\_

Telephone number:

(\_\_\_\_) \_\_\_\_\_

Email Address:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Our company has been in business under its present name since:

\_\_\_\_\_

At the present time we understand all requirements and state that as a serious Vendor we will comply with all the stipulations included in the proposal package.

The above-named Vendor affirms and declares:

1. That the Vendor is of lawful age and that no other person, firm or corporation has any interest in this proposal or in the contract proposed to be entered into.
2. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose and is in all respects fair and without collusion or fraud.
3. That the Vendor is not in arrears to Mecklenburg County or the Mecklenburg County Sheriff's Office upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff.
4. That no officer or employee or person whose salary is payable in whole or in part from Mecklenburg County is, shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the contract, in the supplies, materials, equipment, and work or labor to which they relate, or in any portion of the profits thereof.

The undersigned also agrees that this proposal shall remain open for an evaluation period of ninety (90) calendar days following the opening of proposals.

Respectfully submitted,

PLEASE PRINT:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**STATEMENT OF NO PROPOSAL**

**NOTE: If you do not intend to respond to this requirement, please return this form immediately to:**

Phillip R. Huffman, President  
Southern Resource Advisors, LLC  
[phillip@southernresourceadvisors.com](mailto:phillip@southernresourceadvisors.com)

We, the undersigned, have declined to respond to your Proposal for Patient Health Care Services for the following reasons:

- \_\_\_\_\_ Specifications too "tight", i.e., geared toward one provider or vendor (explain below).
  - \_\_\_\_\_ Insufficient time to respond to the Request for Proposal.
  - \_\_\_\_\_ We do not offer this service.
  - \_\_\_\_\_ Our work schedule would not permit us to perform.
  - \_\_\_\_\_ Unable to meet specifications.
  - \_\_\_\_\_ Unable to meet Bond Requirements.
  - \_\_\_\_\_ Specifications unclear (explain below).
  - \_\_\_\_\_ Remove our company from your Vendor list.
  - \_\_\_\_\_ Other (specify below)
- 
- 

We understand that if the "no proposal" letter is not executed and returned, our name may be deleted from the list of qualified Vendors for the Mecklenburg County Sheriff's Office. Please print.

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

COMPANY OFFICER \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

## PROPOSAL EVALUATION MATRIX RECOMMENDED

Firm Name

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### 1) Program Capability (30 points cumulative)

- a) Vendor's qualifications
- b) Prior experience in delivering health care services in an institutional or correctional setting, including documentation from each site confirming service delivery.
- c) Documentation of institutional accreditation by appropriate accrediting body, i.e., ACA, PREA, NCCHC.

### 2) Detailed Plan (50 points cumulative)

- a) Outline of services to be provided
- a) Intake screening
- c) History and physical examination
- d) Physician services
- e) Nursing services
- f) Dental services
- g) Sick call
- h) Mental health services
- i) Medication administration
- j) Records maintenance
- k) Quality assurance and utilization review procedures
- l) Data collection procedures, processing and reporting

### 3) Organizational Capability (20 points cumulative)

- a) Rationale for number and types of staff
- b) Job descriptions

c) Post descriptions

d) Staff orientation program

4) Proposed Contract Price & Composition

What are the strongest points of this firm?

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What are the weakest points of this firm?

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General comments/clarifications/questions\_\_\_\_\_

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Name of evaluator\_\_\_\_\_

Date\_\_\_\_\_