



## REQUEST FOR PROPOSALS TITLE PAGE

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### Meherrin River Regional Jail Authority Request for Proposals No. 02-FY2018

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Proposal Title: *Comprehensive Medical Services*

The Meherrin River Regional Jail Authority, the (“Jail”) is issuing this Request for Proposals No. 02-FY2018, issued February 14, 2018. Direct requests for information to: Jennifer Derrenbacher, Finance Director; Phone: 434-949-6820; Fax: 434-949-0180; email: [jderrenbacher@mrrj.org](mailto:jderrenbacher@mrrj.org). **Sealed proposals will be accepted until 2:00 p.m., March 28, 2018.** Proposals received after the stated due date and time shall not be considered. **In compliance with VA Code Section 2.2-4343.1, the Jail Authority does not discriminate against faith-based organizations.**

There will be an **optional pre-proposal meeting and tour held March 7, 2018 at 10:00 A.M.**

**Written questions will be accepted at the pre-proposal meeting and accepted until March 12, 2018.** All questions/requests for information shall be submitted in writing, addressed to: Meherrin River Regional Jail, Jennifer Derrenbacher, ATTN: RFP No. 02-FY2017, P.O. Box 10, Alberta, VA 23821 and to be assured consideration, must be received by 2:00 p.m., March 12, 2018. Questions may be faxed to 434-949-0180 or sent by email to [jderrenbacher@mrrj.org](mailto:jderrenbacher@mrrj.org). Changes to this Request for Proposals will be made only by written addendum issued by Meherrin River Regional Jail.

Submit Proposals: **BY MAIL TO:**

Meherrin River Regional Jail, Shelley Slaughter, P.O. Box 10, Alberta, VA 23821

**BY HAND DELIVERY OR EXPRESS CARRIER TO:**

Meherrin River Regional Jail, Shelley Slaughter, 9000 Boydton Plank Road, Alberta, VA 23821

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Jail, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the Jail, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Jail.

**INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE**

**THIS PROPOSAL RESPONSE IS SUBMITTED BY:**

Full Legal Name of Offeror: \_\_\_\_\_

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

Remittance Address (If Different): \_\_\_\_\_  
\_\_\_\_\_

Fed ID or Soc. Sec. No. \_\_\_\_\_

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

Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Signature: \_\_\_\_\_

(Person signing must be authorized to bind the offeror in contractual matters)

Title: \_\_\_\_\_

(Applicable to Partnership/Corporation)

Typed/Printed Name: \_\_\_\_\_

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A Vendor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Any business entity described in this subsection that enters into a contract with a public body pursuant to Virginia Code § 2.2-4311.2 shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

Bidders or Offerors possessing an identification number issued to it by the State Corporation Commission shall provide the identification number below.

**Virginia State Corporation Commission Number:** \_\_\_\_\_

OR

**Check here** \_\_\_ if authorization is not required, and explanation is included.

Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

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**INDICATE THE TYPE OF BUSINESS:**

\_\_\_\_\_ Individual Trading in Own Name  
\_\_\_\_\_ Individual Trading Under Trade Name  
(Individual and Trade Name must be listed below as "legal name")

\_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation

**CORPORATE SEAL:**

# TABLE OF CONTENTS

<b>1. GENERAL INFORMATION</b>	<b>4</b>
<b>2. STATEMENT OF NEEDS</b>	<b>7</b>
<b>3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS</b>	<b>19</b>
<b>4. INSURANCE REQUIRMENTS</b>	<b>24</b>
<b>5. EVALUATION AND AWARD</b>	<b>26</b>
<b>6. GENERAL TERMS AND CONDITIONS</b>	<b>26</b>
<b>7. SPECIAL TERMS AND CONDITIONS</b>	<b>32</b>
<b>8. ATTACHMENTS</b>	<b>35</b>

## 1. General Information

### 1.1 PURPOSE:

It is the goal of the Jail to provide comprehensive medical, mental health, dental and pharmaceutical services including, but not necessarily limited to, staffing and management for the Jail from qualified Vendors. It is the further goal that the services meet the standards and care consistent with the National Commission on Correctional Healthcare (NCCHC), as well as the standards required by American Correctional Association (ACA). The Jail is desirous of contracting with a firm with expertise in the field of inmate medical services. Vendors responding must have experience in providing Correctional Facility medical, mental health, dental and pharmaceutical care. This is a contract for professional services as defined by the Virginia Public Procurement Act. The Jail reserves the right to reject any and all proposals as a whole or in part.

### 1.2 BACKGROUND:

A. The table below illustrates the Jails' Current Medical Staff

Health Service Administrator, RN	1
Director of Nursing, RN	1
LPN	8
Medication Technician	4
Mental Health Professional	1
Admin. Assistant	1
Dentist (16 hours per month)	1
Medical Doctor (24 hours per week)	1
Psychiatrist (16 hours per month)	1

B. Description of Facility: Meherrin River Regional Jail is a 697 bed adult detention facility located in Alberta, Virginia located in Brunswick County. The Jail opened July 1, 2012. The Jail houses both pre-trial and sentenced offenders for the counties of Brunswick, Dinwiddie, and Mecklenburg. The facility must have 24 hour medical services. The Jail's housing capabilities are as follows:

<b>Quantity</b>	<b>Description</b>
2	Thirty-seven bed male minimum custody dormitory units
1	Twenty-eight bed male minimum custody dormitory units
2	Ninety-six bed male medium custody double bunked cell blocks
1	Seventy-two bed male medium custody squad bunked cell block
3	Forty-eight bed male maximum custody double bunked cell blocks
1	Fourteen bed female minimum custody dormitory unit
1	Forty-eight female medium custody double bunked cell block
1	Twenty-four female maximum custody double bunked cell block
1	Four bed female restrictive housing
1	Thirty bed male restrictive housing
1	Sixteen bed male work release dormitory
1	Sixteen bed female work release dormitory
1	Five bed male classification unit
1	Six bed medical housing unit

C. The Jail's medical unit consists of 1 emergency triage room, 2 medical exam rooms, 1 mental health exam room, 1 secure pharmacy, 1 laboratory, 1 dental office with a one chair station (intra- oral x-ray

included), 1 full body x-ray room (machine not included), nurses' station, secure medical records storage room, 5 offices, 1 oxygen storage room, 1 clean linen storage room, 1 dirty linen storage room, 1 general storage room, kitchenette break area, locker room and cleaning closet. It also includes 1 three bed ward, 1 ADA isolation cell, 1 negative pressure isolation cell and 1 ADA negative pressure cell. The Jail's booking area has a medical examination room complete with case work and sink. The booking area also contains a detoxification cell located next to the booking desk for constant supervision.

The regional jail also operates a satellite facility in Boydton, Virginia located in Mecklenburg County. The satellite facility houses 115 pre-trial and work release offenders. The satellite facility has 24 hour medical services. The satellite facilities housing capabilities are as follows:

<b>Quantity</b>	<b>Description</b>
1	Twenty bed male work release dormitory
1	Four bed female work release dormitory
1	Four bed male minimum custody dormitory
1	Sixteen bed male medium double bunked cell block
1	Twelve bed male medium custody quad bunked cell block
1	Twenty-four male maximum custody double bunked cell block
1	Four bed male restrictive housing
1	Ten bed minimum custody dormitory
1	Ten bed trustee dormitory
1	Four bed medical housing unit

The Jail's medical unit consists of 1 ADA isolation cell, 1 three bed ward, 1 medical exam room, 1 nurse's station, 1 pharmacy/laboratory, 1 secure records storage room, 1 clean linen storage room, 1 dirty linen storage room, 1 refuse storage room and 1 waiting room.

- D. The Vendor shall be responsible for the repair and maintenance of existing equipment and for procuring and stocking all medical supplies for the routine and specialty care of all inmates. All equipment and remaining supplies shall be converted to Jail inventory at the termination of the Contract. The jail will provide:
1. All telephone (including internet), fax lines and photocopying and/or office machines necessary.
  2. Office space, examination rooms, and utilities.
  3. Security staff for off-site supervision and transportation of inmates.
  4. Security services in the clinic for medical personnel.

### 1.3 RFP Definitions:

- A. For the purpose of clarity, terms are defined as follows for this document:

- 1.3.1 MRRJ: Meherrin River Regional Jail
- 1.3.2 Alberta Facility: The main facility at 9000 Boydton Plank Road, Alberta, VA 23821.
- 1.3.3 Mecklenburg Facility: The satellite jail facility at 600 Prison Road, Boydton, VA 23917.
- 1.3.4 Offeror: A vendor responding to this RFP
- 1.3.5 Vendor: The vendor awarded this RFP and who will have full responsibility of the project through completion.

1.3.6 Subcontractor: A person, company, or entity working under the direction of the Vendor

1.4 The Jail seeks the most cost effective and quality oriented solution to meeting the service requirements; therefore, Offerors are encouraged to be creative and resourceful in proposing their most cost effective and efficient programs.

1.5 The Offerors shall be subject to all applicable local, Federal and state licensing and certification requirements. This shall be accomplished at the Vendor's expense, with no expense to the Jail. The Vendor shall comply with all applicable local, Federal and state laws, rules, and regulations.

1.6 Terms of Engagement

The initial term of this contract shall be for three (3) years from the date of the contract, with the option to renew for two (2) additional one year periods, upon mutual consent of the parties of the contract. Prices submitted by the Offeror shall remain firm for the initial term of the contract. For future contract periods price increases shall be limited to the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, all items for the most recently published twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term to the proposed term. The Vendor shall provide the MRRJ Finance Department written notice of its intention to terminate the contract, or not to renew the contract, at least 60 days prior to the proposed termination or renewal date of the Contract. This contract may be terminated by the Jail, in whole or in part, whenever the Jail determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Vendor as provided in the Notification paragraph below. The notice of termination shall state to the extent to which performance shall be terminated. The Vendor shall be paid for all goods delivered and services successfully completed prior to the termination date. If funds are not appropriated for this contract for any fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds are appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the Jail shall not be liable for future payments or for the cancellation of termination charges.

1.7 Inquiries

Prospective vendors may make written, fax, or email inquiries concerning this RFP to obtain clarification of requirements. Email is preferred method of communication for this process. No inquiries will be accepted after the date and time specified in Section 1.8.1 of this RFP. Questions shall be submitted to:

Jennifer Derrenbacker, Finance Director  
Meherrin River Regional Jail  
P.O. Box 10  
Alberta, VA 23821  
OFFICE: (434) 949-6820  
FAX: (434) 949-0180  
EMAIL: [jderrenbacker@mrrj.org](mailto:jderrenbacker@mrrj.org)

1.8 Project Schedule

1.8.1 Dates

The following dates have been identified as target dates associated with this solicitation:

- |  |                   |
|--|-------------------|
| 1.8.1.1 RFP Issue:                     | February 14, 2018 |
| 1.8.1.2 Optional Pre-proposal Meeting: | March 7, 2018     |
| 1.8.1.3 RFP Questions Deadline:        | March 12, 2018    |
| 1.8.1.4 Proposals Due from Vendors:    | March 28, 2018    |

1.8.1.5 Discussion with Selected Offerors:	TBD
1.8.1.6 Award of RFP:	May 4, 2018
1.8.1.7 Contract Start Date:	July 1, 2018

1.9 Deadline for Vendor Questions

The deadline for vendor questions relating to this RFP is stated in Section 1.8.1 above. This will allow for adequate time to respond and disseminate questions and responses to the vendors of record.

**2. STATEMENT OF NEEDS**

2.1 The Jail requires a firm with an expertise in the delivery of comprehensive medical care to inmates. The Vendor is to establish a program for the provision of comprehensive medical, mental health, pharmaceutical and dental services for Meherrin River Regional Jail. The program is to meet constitutional and medical/mental/health/dental community standards of health care and, at a minimum, meet the Standards of the National Commission on Correctional Health Care, American Correctional Association Standards (ACA), regarding the provision of health services in Correctional facilities. The Vendor shall provide turnkey medical services, including all staff which includes; Physician, Dentist, X-ray, Lab Work, supplies, and all other equipment/staff associated with staffing the medical unit 24/7. The Vendor shall provide non-binding cost estimates on insurance for the inmate population, including Vendor-negotiated rates.

2.2 REQUIREMENTS: The following requirements should be met by the Vendor.

A. Administrative Goals: The Vendor shall develop and implement administrative goals which should include, but are not limited to:

1. Establish a program for the provision of comprehensive health care services that meet applicable federal requirements, National Commission on Correctional Health Care standards, American Correctional Association Standards (ACA), and all applicable Virginia State standards, including Department of Corrections Standards regarding Jail Health Services.
2. Provide medical services in a decentralized manner except where such services are warranted.
3. Provide public health services as defined by Virginia State Public Health Law.
4. Become accredited by the NCCHC within twelve months of the commencement of the contract.
5. Provide contingency plans for the provision of services in the face of an unexpected event i.e., power failure, fire, riot, lockdown, labor strike or slowdown, ice storm or other acts of God or of terrorism that would interfere with operations. Must be provided in writing.
6. Specialty clinic services must be provided on site, volume and equipment requirements permitting, when possible.
7. Triage of requesting access to sick call by an appropriately qualified health care provider and referred for proper care. See line 25 of this section.
8. Sick call must be offered 7 days per week to maintain defined timeframes. Sick call may be provided within certain inmate housing areas.
9. Medical and behavioral health staff must be available 24/7, with behavioral health staff sufficiently available to assess new admissions during the intake process.

10. Health services must be integrated with applicable Jail agencies, such as the Brunswick and Mecklenburg Jail Offices of Health and Mental Health, which shall be permitted access to review for compliance with mandated Jail and State public health requirements.
11. A program to track and trend ambulatory and inpatient services must be developed and implemented.
12. When indicated, corrective action plans must be prepared and implemented within a reasonable time frame to be agreed upon between vendor and Jail.
13. The monthly health services report should include but not limited to:
  - Service summary of inpatient stays, including length of stay and top 20 or admission diagnoses as determined by the current International Statistical Classification of Diseases and Related Health Problems (ICD)
  - Detailed summary of specialty clinic activity
  - Emergency run log providing reason for transfer, transferring practitioner, final diagnosis and disposition
  - Transfer log providing information on all hospital admissions and discharges
  - Financial indices
14. The health provider must interface and cooperate with relevant State, Jail, and Federal oversight agencies as required and upon request of the Superintendent.
15. If the Jail goes with the option of all-inclusive services, the successful vendor will partner with a Pharmacy Provider to provide daily pharmaceutical deliveries to the jail. Deliveries will be at a minimum of 2 times per day, Monday – Friday, and 1 delivery on weekends (no mail order deliveries will be accepted). The vendor will have a back-up system for emergency medications which will be accessible 24 hours per day and 7 days per week.
16. Laboratory services, radiology services and other specified ancillary health services must be provided on site whenever possible. The Vendor and the Jail must approve the ancillary service provider[s].
17. The health provider must be responsive to inmate grievances and complaints to the satisfaction of the Jail Superintendent or designee. A data collection process to demonstrate compliance must be maintained and made available to the Jail Superintendent or her designee. See Section 2.3(D) titled Inmate Grievances/Complaints of this RFP.
18. The Jail Superintendent must review and approve all subcontracted health and related services.
19. The Jail Superintendent reserves the right to approve the hiring of all management level and clinical healthcare employees assigned to MRRJ.
20. The Jail Superintendent and the Jail shall have the right to audit all services, reports, and documents.
21. A written, comprehensive quality improvement program.
22. Utilization review performed regularly, and outcomes reported to the Jail Superintendent or her designee no less than monthly.



23. An inmate health education program, which includes formal, and information sessions, pamphlets, videos, etc.
24. The Vendor shall be responsible for the detoxification of inmates withdrawing from substances including, but not limited to; drugs, chemicals, or alcohol. Nurses shall be expected to record vital signs, state of consciousness, speech pattern, nausea, vomiting, anxiety, weakness, restlessness, sweating, shakiness, and muscle twitching on a flow chart. Physicians shall be notified for detoxification orders. Inmates experiencing severe detoxification (overdose) or withdrawal shall be transferred to a licensed acute care facility for clearance or management.
25. Sick call shall be conducted by a nurse and completed within forty-eight (48) hours or seventy-two (72) hours (on weekends) of a patient's request. Patients in need of a follow-up will be referred to the healthcare provider and will be scheduled to be seen by a Physician or Mid-Level practitioner as medically necessary. Emergency sick call will be available twenty-four (24) hours per day.
26. A health appraisal shall be completed by a RN, mid-level practitioner (Physician Assistant or Nurse Practitioner) or physician for each inmate within **Fourteen (14) days** after arrival at the Jail.

The health appraisal shall meet ACA standards for Adult Local Detention Facilities (ALDF), and shall include, but not be limited to:

- a. Review of the receiving screening;
  - b. Complete history and physical examination;
  - c. Recording of vital signs, height, and weight;
  - d. Mental health evaluation;
  - e. Dental screening;
  - f. Testing for tuberculosis;
  - g. Vision and hearing screening;
  - h. Laboratory test including Venereal Disease Research Laboratory (VDRL), and other diagnostic tests as clinically indicated;
  - i. Review of the results of the health appraisal by a physician;
  - j. Initiation of therapy, when appropriate.
27. Referrals shall be scheduled to a responsible medical practitioner according to clinical priority.
  28. Vendor shall obtain routine outpatient/inpatient services from hospitals to meet the health care requirements of the inmate. When outside hospitalization is required, the Vendor shall coordinate with the security staff in arranging transportation and correctional officer coverage. The Vendor is responsible for utilization review to include preapprovals, case management, and discharge planning. If an inmate has personal health care insurance the Vendor shall make a positive, good faith effort to have that insurance carrier/company pay for all services possible. Any and all benefit payments shall be forwarded to the Jail's Finance Department.
  29. Vendor shall make referral arrangements with specialists for the treatment of those inmates with health care problems, which may extend beyond the primary care services provided on-site. All outside referrals shall be coordinated with the Jail for security arrangements. Whenever feasible, Vendor shall operate on-site specialty clinics and/or telemedicine services at the Jail. Vendor shall identify in their staffing plan specialty clinics to be conducted on-site as justified by the clinical workload and availability of specialists. Hemodialysis is preferred to be provided on-site.

The Vendor shall be responsible for all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic

devices, etc. The Vendor shall establish policies and procedures for the provision of prosthetics, regarding frequency and eligibility, etc.

*All specialists shall be Board Certified or eligible in their respective specialty.* Any utilization review process developed by the Vendor for approval of outside consultations or inpatient care shall be completed within **five (5) business days** of ordering physician's request.

30. The Vendor shall develop provisions for prenatal care, according to accepted prenatal guidelines. Prenatal care shall include, at a minimum:
  - a. Routine urine testing for proteins and ketones
  - b. Vital signs and weight
  - c. Assessment of fundal height and heart tone
  - d. Dietary supplement
  - e. Observation for signs of toxemia
  
31. Vendor shall develop and implement a program for chronic care inmates. The chronic care provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, and diagnostic testing. Chronic care patients shall be provided a review by a physician minimally every three months and at greater intervals (not to exceed **six (6) months**) when medically stable. Chronic care should include, but not limited to, medical conditions such as diabetes, asthma, epilepsy, hypertension and cardiac disease as well as infectious disease conditions. The Vendor will maintain an up to date chronic care registry.

At Intake Screening a Nurse will assess inmates for chronic illnesses:

Inmates who have a credible history or chronic illness who are medically stable shall be examined by a Physician or Physician's Assistant or Nurse Practitioner no later than two weeks after the intake assessment is reviewed by the Physician unless the Physician determines that the inmate should be seen sooner. The Vendor will follow the NCCHC guidelines on chronic care or their equivalent. Inmates who have a credible history of a chronic illness, who are determined at intake to be medically unstable will be referred immediately to the physician, by the telephone, if necessary. The inmate will be seen the next day that a "medical professional" is on site unless the doctor determines in his or her medical judgment that the inmate should be seen sooner.

32. A program for Human Immunodeficiency Virus (HIV) testing as required by law. The Vendor shall be aware that according to the Virginia State Law, any disclosure of the confidential HIV related the following written statement must accompany information:

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by Law. Any unauthorized further disclosure in violation of State law may result in a fine or Jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

33. The Vendor shall provide emergency medical services on-site 24 hours per day, seven days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. The Vendor shall be responsible for all emergency transportation costs including ambulance services. Vendor shall be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the Jail who become ill or are injured while on the premises. Treatment shall consist of stabilization and referral to a personal physician or local hospital. The medical director and health administrator shall be on-call 24 hours per day.

34. The Vendor's responsibilities are clinical and encompass, but are not limited to, diagnosis and treatment with respect to dental care to specifically referred inmates as determined by the Vendor, participation in Quality Assurance (QA) conferences, and referral of inmates to other providers for appropriate medical/clinical care only when necessary. Generally, the scope of dental services shall not include cleaning of teeth, root canals, cosmetic procedures and shall include filling and when necessary, pulling of teeth. There is an on-site dental operatory space at the Jail facility. Maintenance or replacement of equipment shall be the responsibility of the Vendor.
35. The Vendor shall utilize on-site facility staff to provide ancillary services to the fullest extent and shall be responsible for the cost of all on-site and off-site laboratory, x-ray, and other diagnostic services as required and indicated. The Vendor shall be responsible for regular laboratory service, phlebotomy, x-ray, and Electrocardiography (EKG) services. The Vendor shall be responsible for obtaining all Clinical Laboratory Improvement Amendments (CLIA) waivers and x-ray inspections of dental and x-ray equipment. A physician or midlevel practitioner shall review all laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on-call shall be notified immediately of all STAT reports. All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services (if possible). X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. The Vendor shall ensure that results are reported to the institution within twenty-four hours.
36. The Vendor shall monitor and make recommendations for inmates with regard to therapeutic diets. A registered or licensed dietitian shall evaluate regular and therapeutic diets for nutritional adequacy at least every six months. The Vendor shall work closely with the food service manager in assuring that allergies are medically indicated. A physician or midlevel practitioner shall order special diets.
37. All inmate transfers received from other Jail agencies or transferred from Meherrin River Regional Jail shall be screened by medical personnel for acute and chronic conditions, communicable diseases, mental status evaluation, and current medications. The Vendor shall develop a procedure for the transfer of pertinent medical information to emergency facilities and outside specialty consultants and for inmates that are transferred to federal, state or local facilities, correctional or otherwise. Detail summaries of medical/dental and mental health care shall be sent to receiving facilities and prisons when inmates are transferred to other institutions.
38. The Vendor shall implement and maintain a non-proprietary electronic medical records system utilizing its own chart forms and medical record at no cost to the Jail. The electronic medical records system must be able to integrate with other systems. The Vendor shall design a four-part medical record with one section designated for mental health recordings and reports. Records shall be accurate, comprehensive, legible, and be sure that up-to-date medical information is maintained on each inmate under its care. Medical records shall be considered confidential. Vendor shall ensure specific compliance with standards regarding patient confidentiality is instituted for the receipt and filing of all outside consults, emergency room visits, and inpatient hospitalizations. A problem oriented medical record system shall be utilized to document chart entries. Problem lists are expected to be completed by all staff. Any electronic medical records software, and all medical records created or maintained during the course of the Contract shall be the property of the Jail.
39. Vendor shall develop procedures for a disaster plan in the event of a man-made or natural disaster. It shall be coordinated with the security plan and incorporated into the Jail's overall emergency plan and made known to all personnel. Review of the health aspects of the disaster plan shall be part of the initial orientation of new personnel and drilled annually with all health care staff.

40. The Vendor shall make provisions for the collection, storage and removal of medical waste and sharps containers in accordance with federal, state, Jail and local laws, rules and regulations. The Vendor shall be responsible for the cost of removal and disposal of all biohazard waste, including all necessary supplies.
41. The Vendor is responsible for the cost of all supplies and equipment needed to provide health care. An equipment list will be established and agreed to between the Vendor and Jail prior to the execution of a contract. The Vendor shall be responsible for the repair or maintenance of existing equipment. Vendor shall be responsible for procuring and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. All equipment and remaining supplies shall be converted to Jail inventory at the termination of the Contract. The Jail shall be responsible for all telephone (including internet), fax lines and photocopying and/or office machines necessary to the Vendor for operational obligations pursuant to this RFP and the proposal submitted in response thereto.

The Jail shall provide the Vendor with office space, examination rooms, and utilities, to enable the Vendor to perform its obligations and duties under the contract. The Jail shall provide security staff for off-site supervision and transportation of inmates for medical services. The Jail shall provide security services in the clinic for medical personnel. The Vendor will provide housekeeping and cleaning supplies, and the Jail will provide laundry services.

42. Qualified health personnel will perform rounds on inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) to determine the inmate's health status to ensure access to health care services, a minimum of three times a week. A record of the segregation rounds will be maintained, and all clinical encounters will be noted in the inmate's health record.
43. The Medical Vendor will provide a pharmaceutical program in accordance with federal, state and local laws to meet the needs of the inmate population. Medications shall be administered to inmates as prescribed. Appropriately trained health care personnel will administer medications and the administration of each dose will be documented. The program will also include guidelines for administering medications to those inmates scheduled to be temporarily out of Jail (e.g. court appearances). The Medical Vendor's pharmaceutical program will address, at a minimum, the following:
  - a. Medication ordering process.
  - b. Medication administration systems to include Direct Observed Therapy (DOT) and Keep-on-Person (KOP) programs.
  - c. Routine/non-urgent medication shall be administered within 24 hours of physician's order with urgent medication provided as required and ordered by physician.
  - d. Documentation of inmate education addressing potential medication side effects.
  - e. Documentation of medication administration to inmates utilizing the medication administration record.
  - f. Documentation of an inmate's refusal to take the prescribed medication.
  - g. Requirements for physician evaluations prior to the renewal of medication orders to include psychotropic medications. The re-evaluation will be documented in the inmate's health record.
  - h. Medications will be maintained under proper conditions and in a secure area. A log indicating the use of stock medications will be maintained. The Vendor shall provide policies and procedures for the removal and disposal of any and all outdated, unneeded, or surplus medications.
  - i. Every inmate shall be given a seven (7) day supply of prescribed medications upon release.

44. The Medical Vendor will participate and track the inmate co-pay program, if an inmate co-pay program is adopted. The inmate fees collected will be for the use of the Jail not the Medical Vendor. The Medical Vendor will not collect or handle any inmate funds.

**B. Clinical Goals:**

1. Physician staff will be educated in primary care and board certified and/or board eligible, with subspecialties in high volume clinic services.
2. The health care delivery system must be based on accepted medical practice that includes minimum staffing levels for behavioral health, dental and medical services and a written, generally accepted mechanism for gate-keeping and inpatient/ambulatory utilization guidelines.
3. The Vendor must be prepared to develop and operate an onsite infirmary that has been approved by the Meherrin River Regional Jail.
4. Clinical staff must be Basic Cardiac Life Support (BCLS) and/or Advanced Cardiac Life Support (ALCS) certified. All clinical staff must be trained in the use of automated external defibrillator (AED's).
5. The health care provider will conduct annual testing for all staff:
  - a. Tuberculosis (TB) testing
  - b. Hep B Vaccinations
  - c. Flu Vaccinations

The health care provider will follow up on all Jail employees. A database must be maintained by the Vendor.

6. The health care provider will perform new hire physicals on all new hires.
7. The vendor must provide onsite communicable disease surveillance and reporting.
8. Vendor will provide emergency first aid and triage care for staff, employees, the public and/or subcontractors of the Jail on the premises. No other care will be required by Vendor for such individuals.

**C. Financial Goals:**

1. Separate budgets for mental health, medical, pharmacy, and dental services must be provided.
2. Utilization programs must be in place for all medical, mental health, dental and pharmacy services.
3. Clinical, personnel, fiscal, administrative, quality management and programmatic reports must be provided in a format approved by the Jail, and submitted within the timeframe identified by the Jail Superintendent.
4. A pharmacy plan including a utilization program and drug formulary approved by the Jail must be provided. A medication self-administration ["keep on person"] program must comply with the Virginia State Commission of Correction standards and will be permitted at the discretion of the Jail Superintendent.
5. Staffing may not include agency or temporary employees without the express prior permission of the Jail. If approved, any additional costs incurred by the use of such employees must be borne by the Vendor.

6. Billing data must be submitted no later than four weeks after the end of each month. The Vendor shall be required to provide monthly reporting on aggregate cap costs and projections. An annual billing summary must be submitted no later than December 31<sup>st</sup>, for fiscal year ending June 30<sup>th</sup>.

D. Security Goals:

1. The Vendor is required to submit detailed descriptions of:
  - a. Selection criteria for all on-site staff who will have direct or indirect contact with inmates.
  - b. Methods to be used in assuring the Jail that policies and procedures are consistently met; including training requirements as they relate to the Prison Rape Elimination Act (PREA).
  - c. Specific methods to be used in assuring the Jail that no personnel are engaged in passing contraband [weapons, drugs, tobacco, and any other item the Jail deems to be an unapproved item] to the inmate population.
  - d. Specific methods to prevent inmates from gaining access to and possession of any medical supplies, pharmaceuticals or equipment.
  - e. The manner in which all sharp instruments/utensils/supplies will be issued, controlled while in use and accounted for prior to the end of each shift must be documented and monitored.
2. Vendor will provide timely updates and information relating to health care issues on delivery practices and any program the Vendor may wish to implement.
3. Vendor's staff shall attend orientation provided by the Jail prior to commencing work.
4. Vendor will attend meetings with the Jail Superintendent upon request to discuss program, plan and/or any security changes.
5. Vendor's employees are subject to Jail policies and procedures related to a search at any time while within either facility operated by the Jail Superintendent.
6. All Vendor staff are required to sign in and out of the facility each time they leave and return, regardless of the length of time or the purpose of departure/return.
7. Vendor staff will be required to be knowledgeable and abide by the Jail's relevant policy and procedures and agrees to incorporate security and conduct related policies into practice. The Vendor's employees shall be required to cooperate fully in all departmental investigations, including submitting to a polygraph examination, if it is deemed necessary. Any Vendor employee found to be in violation of the Jail's policy and procedures will be subject to the Jail Superintendent requesting the Vendor issue employee discipline, up to and including termination. The Jail Superintendent reserves the exclusive right to grant or withhold access to the facility to any person for any reason.
8. All contract employees will wear the Jail supplied and purchased identification badge, with picture, face up in a visible manner from the point at which they enter the building and at all times while in the building until the point they leave the secured areas. Should an identification badge issued to a contract employee become lost or inoperable, the contract employee shall write an incident report documenting how the loss/damage occurred, and the Vendor shall remit to the jail a reasonable fee for its replacement.
9. The Vendor and its employees will be responsible for keeping all internal doors closed and locked. The Vendor and its employees must adhere to all security restrictions imposed by the Jail.
10. The Vendor must ascertain and notify the Jail in writing if an employee is related to or has previously had a personal relationship with any person confined as an inmate. It is the Vendor's responsibility to require its employees to alert the Vendor whenever a person who is a relative or



personal acquaintance of that employee is admitted to any Jail facilities. Prior to placement in the jail, the Vendor will obtain written acknowledgement from its employees that the Jail strictly prohibits any type of personal relationship with an inmate, and that their staff have a duty to report any attempt by an inmate to foster such a relationship. The acknowledgement will further state that if the employee engages in any type of relationship with an offender, even if the offender consents, it will be grounds for immediate revocation of facility access. The acknowledgement will also state if the employee engages in any sexual misconduct with an offender as defined by law, even if the offender consents, that they will be prosecuted to the fullest extent of the law. Signed employee acknowledgements will be provided by the Jail.

11. The Vendor will implement a count procedure and log book procedure for sharp instruments and other such items in the medical services area. The Jail reserves the right to define and ultimately approve what is a sharp utensil as well as enter the medical services area and inventory all such items at its discretion. Any missing item must be reported to the Shift Sergeant / Lieutenant or Officer in charge immediately, then to the Jail Superintendent or her designee.

12. In a non-medical emergency situation, the Jail's sworn personnel take supervisory precedent over the Vendor's management and staff.

2.3 PROGRAM SUPPORT SERVICES: In addition to providing on-site, off-site and personnel services, the Vendor shall also be expected to provide professional management services to support the medical program. These additional program support services are as follows:

A. Continuous Quality Improvement Committee: The Vendor shall institute a continuous quality improvement (CQI) committee that shall monitor the health services provided. Discussions should include committee membership, frequency of meetings, thresholds for evaluation, collection of data, corrective action plan, and communication of results. The program shall also include regular chart review by physicians of outpatient and inpatient medical records. Chart reviews, deliberations and actions taken as a result of reviews should be documented.

B. Medicaid Reimbursement: The Company shall be required to retain and submit to the Jail all necessary records as required by the Department of Social Services for invoicing to the US Dept. of Health and Human Services in order that the Jail may receive lawful reimbursement from Medicaid for all inpatient hospitalization costs.

C. Infection Control: An infection program shall be implemented by the Vendor that includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws. The program shall be in compliance with Centers for Disease Control guidelines and Occupational Safety and Health Association regulations.

D. Inmate Grievances/Complaints: The Vendor shall be the first point of resolution in dealing with inmate complaint regarding any aspect of the health care delivery system. All medical complaints not resolved at the first level, or grievances received shall then be resolved through the Jail's established grievance system. The Vendor shall maintain monthly statistics of grievances filed, i.e. those with or without merit. All grievances shall be responded to in writing within nine business days of receipt of the grievance. The Jail reserves the right to review any inmate complaint and review the Vendor's actions. The Vendor must implement the Jail's recommendations in disputed cases.

E. Policy and Procedures: The Vendor shall be responsible for the development, maintenance, and annual review of administrative and operational policies and procedures. The Jail reserves the right to approve policies and procedures of the Vendor. The policies and procedures shall be designed to meet NCCHC and Virginia State Statutes. Policies should also be consistent with the Virginia State Commission of Corrections requirements for Regional Correctional Facilities. The policies shall be

signed by the medical director, health administrator, and Jail Superintendent with review and congruence by the contract and accreditation monitor.

- F. Utilization Review: The Vendor shall establish a utilization review program for the review and analysis of the utilization of off-site referrals including subspecialty and inpatient stays. The program shall include non-urgent hospitalization, precertification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., Magnetic Resonance Imaging (MRI) and Computerized Axial Tomography (CAT) scans. The utilization management program shall demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.
- G. Risk Management and Mortality Review: The Vendor shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Vendor shall be responsible for establishing and providing evidence of a formal mortality review process. The Jail's attorney, Risk Manager or designee shall be included in any mortality review. The Vendor shall report all deaths to the Virginia Department of Corrections by telephone within six hours of occurrence. Within 10 days after pronouncement of an inmate's death, the facility medical director shall forward a follow-up report in writing to the Virginia Department of Corrections, which shall include a narrative medical history covering the period of **Ninety (90) Days** prior to the death; the deceased primary medical or psychiatric diagnosis and therapy provided, narrative description of terminal event. If additional facts or critical information is discovered about an incident the facility has submitted, follow-up reports to the Commission are due in writing within **Fourteen (14) Days**. The Jail Attorney shall be notified, in writing, with a copy of any inmate related litigation involving correctional health care received by the Vendor. The Vendor shall not settle **any** inmate healthcare litigation without first contacting the Jail Attorney.
- H. Peer Review: The Vendor shall, at its sole cost and expense, perform annual Peer Review of the Medical Director. A qualified physician, selected and approved by the Superintendent, shall conduct the Peer Review. All Peer review reports, documents and related information are the sole property of the Superintendent.
- I. Safety and Sanitation Inspections: The Vendor shall coordinate monthly safety and sanitation inspections of the medical areas with designated Jail personnel. The Vendor shall make appropriate recommendations for corrections on discrepancies or citations noted.
- J. Medical Audit Committee: The Vendor shall coordinate with the Jail Superintendent and/or designee to discuss medical care services. Minutes or summaries shall be maintained and distributed to attendees with copies returned for future reference. The Vendor shall conduct and maintain minutes of medical staff meetings conducted on a monthly basis. The Vendor shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The Vendor shall develop and implement plans to address/correct identified deficiencies.
- K. Statistical Data Review: The Vendor shall describe its management information system. The Vendor shall be required to keep statistical data related to the inmate health care program which shall include utilization of service statistics and other areas that the Vendor and Jail agree would be useful to evaluate the health care program and anticipate future needs. The Vendor shall prepare statistical reports on a monthly basis. The Vendor shall provide a narrative monthly report delineating the status of the health care program, which also identifies potential problems and discusses their resolution. The Vendor must also provide monthly statistical reports that depict monthly paid and monthly projected costs as well as monthly aggregate and monthly projected aggregate costs. A complete annual report of utilization statistics and narrative summary delineating accomplishments of the Vendor shall also be provided on an annual basis.



- L. Cost Containment Program: The Vendor shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism(s) by which the Vendor plans to control costs, areas in which cost savings can be achieved and evidence of the success of such programs at other Vendor sites.
  - M. Accreditation: The Vendor shall achieve and maintain accreditation by NCCHC and ACA. The Vendor shall provide all accreditation processes undertaken by the Jail involving medical standards. The Vendor shall be responsible for the payment of all accreditation fees associated with accreditation.
  - N. Personnel Services: The Jail encourages the development and implementation of a sound, practical staffing plan for the Jail. The Vendor is required to provide a written, detailed staffing matrix that will meet all servicing requirements as outlined in this Request for Proposal (RFP). Registered Nurse staffing is required twenty-four (24) hours per day. One nursing position on each shift may be filled by a Licensed Practical Nurse.
  - O. Recruitment and Credentialing Program: The Vendor shall recruit and interview candidates who are currently licensed or certified in the State of Virginia. Each candidate shall provide the Vendor with a special focus on technical expertise, emotional stability, and motivation. The Jail Superintendent or designee shall be involved in the interviewing process and final selection for the medical director and health administrator. It is recommended that the health administrator be NCCHP certified and must be a Registered Nurse. Current qualified employees are to be given priority in any hiring process by the Vendor. The Jail requests that proposed salary scales for all job titles be included in the proposal. Personnel files of all subcontractors and contract employees shall be on file at the facility. The files shall be made available to the facility administrator, contract monitor or designee. The files shall include copies of current licenses, proof of professional certification, Drug Enforcement Administration (DEA) numbers, malpractice insurance certificates, evaluations and position responsibilities. The Vendor shall specify its credentialing procedures for professional staff employed at the Facility. Copies of all current nursing and physician licenses for contractual staff (both employees and subcontractors) with access to the facility shall be kept on file in the nursing administrator's office.
  - P. Turnover of Staff: The Vendor shall describe its current nursing turnover ratio in other contracts (for both RNs and LPNs) and shall additionally indicate specific turnover for health administrators, medical directors, regional managers and physicians.
  - Q. Recruitment Program and Nursing Shortage: Vendor shall describe its recruitment program in the face of the national nursing shortage and shall indicate provisions to guarantee staffing at this Facility.
- 2.4 APPROVAL OF EMPLOYEES: The final selection of all employees, including the Physician or Chief Medical Officer or subcontractors assigned by the Vendor to the Jail shall be subject to approval by the Jail Superintendent. Initial and continued employment of staff and subcontractors shall be subject to approval of the Jail Superintendent. The Jail reserves the right to prohibit any of the Company's employees and/or subcontractors from performing service with regard to this contract. Any such approvals required by the Jail shall not be unreasonably withheld. The Vendor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the Jail. The Vendor shall notify and consult with the Jail Superintendent and/or designee prior to discharging, removing, or failing to renew contracts of professional staff.
- 2.5 BACKGROUND INVESTIGATION: All personnel shall be required to pass a background investigation and finger print check conducted by the Jail for initial and or continued employment. Additionally, all

personnel performing on-site services may be required to undergo a urinalysis or blood test if there is a reason to believe that they are under the influence of alcohol or other substance of abuse. The Vendor shall bear the then current cost of submitting fingerprints to Division of Criminal Justice Services for each prospective employee.

2.6 EMPLOYEE TRAINING AND ORIENTATION:

- A. The Vendor shall describe its orientation program for its staff. The Vendor shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices on-site at the facility. An outline of the orientation and in-service program shall be submitted with the proposal. Orientation regarding other facility operations shall be the responsibility of the facility and the Jail.
- B. The Vendor's new employees are required to attend an 8 hour orientation program conducted by the Jail consisting of security, classification, and blood borne pathogen. The Vendor shall be responsible for the employee compensation during the training.
- C. The Vendor shall establish and maintain an up-to-date medical library on-site at the facility for use by the health care staff. The library shall minimally include basic reference texts related to diagnosis and treatment in a primary care setting. The delivery system for such library may be electronic in nature.
- D. The Vendor's employees are required to attend monthly in-service education programs conducted by the Jail. All staff shall be required to have 40 hours of continuing education each year. Selected topics, which require staff training include those outlined by the ACA accreditation for Adult Local Detention Facilities (ALDF). The Vendor is responsible for maintaining sufficient staffing at the facility, so that contract staff may attend uninterrupted blocks of training without having to divide time between training and their regular assignment.
- E. Vendor's employees are required to have an annual Skills Competency Check-off which demonstrates proficiency in all job-related technical. The Check-Off will be reviewed and signed by the Medical Practitioner, a copy of which will be provided to the Jail.

2.7 STAFFING AND SCHEDULES:

- A. All hours shall be spent on-site at the Facility, except as is otherwise expressly agreed to by the Jail Superintendent and the Vendor. Staffing schedules may be modified upon the party's mutual agreement and written consent. All full-time contractual staff shall be on-site for at least 40 hours per week. A 40-hour, on-site week shall consist of a 40-hour work schedule and an additional one hour meal period for each shift, which is not included in the work schedule. The Vendor's staff shall administer the health care program at Meherrin River Regional Jail. The staff shall be on-site each week at Meherrin River Regional Jail. The staff shall not be reassigned to assist with problems of other contracts.
- B. All contractual staff (both employees and subcontractors) shall be required to comply with sign-in and sign-out procedures on an official time-keeping form. The Vendor shall be permitted to substitute an automated time clock system or other method, which is subject to the approval of the Jail.

- 2.8 SECURITY CLEARANCE: Staff shall be subject to and shall comply with all security regulations and procedures of the Jail and Facility. Violations of regulations may result in the employee being denied access to the Facility. In this event, the Vendor shall provide alternate personnel to supply services, described herein, subject to the Jail's approval. The Jail shall provide security for the Vendor's employees and agents consistent with security provided to other Jail employees.

### **3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

#### **3.1 GENERAL INSTRUCTIONS**

A. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP as follows:

1. One (1) original and seven (7) copies of each proposal, each prominently marked, must be received at the MRRJ office by the date specified in Section 1.8.1.4. The MRRJ Office address is:

Meherrin River Regional Jail  
Attention: Shelley Slaughter  
9000 Boydton Plank Road  
PO Box 10  
Alberta, VA 23821

2. The envelope or container must be clearly marked on the outside with “RFP No. 02-FY2018 – Comprehensive Medical Services”. It is the responsibility of the vendor to ensure that the proposal is received in the MRRJ office on or before the deadline and stamped accordingly. Vendors mailing proposals shall allow ample time for mail delivery to ensure timely receipt of the proposals. Email and facsimile proposals will not be accepted. **PROPOSALS RECEIVED AFTER THE ABOVE CUT-OFF DATE AND TIME WILL NOT BE CONSIDERED.**

Proposals received after the submission deadline shall be returned unopened and will not be considered. The Jail is not responsible for delivery delays and the clock at the Jail Finance Department shall indicate the official time of receipt. Facsimile or electronically mailed proposals are not acceptable and will be rejected. Each proposal shall be signed, or include a cover letter signed, by an authorized company representative who has authority to bind the company.

Any alterations, interlineation or erasure of the proposal must be initialed by the signer of the proposal, guaranteeing authenticity.

A proposal, including all prices, may not be withdrawn, modified or canceled by the vendor for a period of sixty (60) days following the proposal deadline and the vendor so agrees upon submittal of the proposal. Once selected, the vendor agrees to extend submitted prices, if needed, during the contract negotiation period.

#### **2.1 Addenda**

Any necessary additions or corrections to this RFP, including vendor questions and facility responses, will be made by written addenda and issued to all vendors of record. Addenda become part of the RFP.

#### **2.2 Disclaimer**

All information in this RFP is based on the best data available. MRRJ, however, does not warrant the accuracy of this information or the underlying data. Each vendor bears the responsibility for making its own assessment of the information and asking questions according to the procedures outlined above.

#### **2.3 Incurred Expenses**

The vendor shall be responsible for all costs associated with responding to the RFP, including proposal preparation and submission as well as travel costs incurred in connection with presentation or other pre-award procedures.

- 2.4 The firm must provide a State Corporation Commission Registration Number with their proposal, or indicate why one is not required.
3. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Finance requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Jail. However, mandatory requirements, requirements required by law or regulation are such that they cannot be waived are not subject to negotiation.
  4. Proposals should be straightforward, concise and satisfy the requirements of the RFP. Emphasis should be placed on clarity of content and completeness.
  5. Ownership of all data, materials and documentation originated and prepared for the Jail pursuant to the RFP shall belong exclusively to the Jail and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other material is submitted. This notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
  6. Offerors may be required to give an oral presentation of their proposal to the Jail. This will afford the offeror and opportunity to clarify and/or elaborate on their specific proposal. Oral presentations are an option of the Jail and may or may not be conducted.
  7. Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the Jail.
  8. The Jail may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Finance Director and a Contract Addendum and/or Purchase Change Order issued by the Finance Department to change the contract.
  9. Cost of Services

Since this is a contract for professional medical, mental health, dental and pharmaceutical services, the cost of services shall not be included in the proposals. Once proposals are received, the Jail shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive formal interviews shall be permissible. At the discussion stage, the Jail may discuss non-binding estimates of the project cost. At the conclusion of discussions, on the basis of the evaluation factors outlined herein and all information developed in the selection process up to that point, the Jail shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract can be successfully negotiated with that offeror, an award shall be made. If not, negotiations with that offeror shall be terminated and negotiations conducted with the

offeror ranked second and so on, until a contract can be successfully awarded. Should the Jail determine in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the offeror.

The Jail reserves the right to reject any and all proposals as a whole or in part.

3.2 **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that the Jail may evaluate the Vendor's capabilities to provide the required services. Offerors are required to submit the following:

1. The Vendor shall identify a single point-of-contact for vendor information concerning its response.
2. The Vendor shall submit one (1) original proposal along with seven (7) copies of the original proposal.
3. The proposals shall have each section divided and appropriately labeled. The format and sections of the proposal shall conform to the structure outlined below. A tab identifying the section number shall separate each section of the proposal response. While additional data may be presented as 'Section 9', the following subjects must be included. The format of the proposal package shall be:

Table of Contents

Title Sheet – Request for Proposals Title Pages, pages 1 and 2 of this RFP

Section 1 - Description of Firm

Section 2 - Experience of Firm

Section 3 - Termination History

Section 4 - Leadership of Firm

Section 5 - Accreditation Experience

Section 6 - Litigation History

Section 7 - References

Section 8 - Indemnification and Hold Harmless Clause/Insurance and Certificate Requirements

Section 9 - Insurance Documentation

4. Vendors shall address, in written form, each numbered section and sub-section of this RFP. If the Vendor takes exception to a specific section, it shall fully describe the exception thereto.
5. Section 7 – References: The Vendor shall supply a minimum of five (5) references for whom similar comprehensive medical services have been performed.
6. Proposals shall be organized in the exact order in which requirements are presented in the RFP and must be page numbered.
7. The response must be complete and comprehensive, but with a corresponding emphasis on being concise and clear.
8. Elaborate bindings or literature are not necessary, but all documents must be clear and legible. Poor quality copies of materials will be rejected.
9. Vendors shall complete Request for Proposals Title Pages 1 and 2 of this RFP.
10. Description of the firm: provide the name, a brief history, and description of the corporation. Include:
  - a. The corporation's most recent annual report
  - b. Indicate the size of the firm

- c. Number of employees employed by the corporation
  - d. Annualized dollars of payroll
  - e. Number of years in business
11. Experience of Firm: Provide a summary of the firm's experience. Specify experience in providing Correctional Facility Health Care. Describe experience with similar size and type Jail Contracts and highlight evidence of achievement in this area. Specify experience relating to Regional Correctional Facilities in the State of Virginia. Provide any additional information that would distinguish your firm in its service to Jails. Include in your discussion:
- a. A list of present clients including a contact person and telephone number for each.
  - b. Date of Original Contract and Expiration date for each account.
  - c. Number of Renewals, if applicable.
  - d. Type and Size of facility for each account.
  - e. Yearly Dollar Amount of Contract for each account.
12. Termination History: List all contracts lost or not renewed for a five (5) year period. Please provide a narrative describing reasons for contracts that have not been renewed. Vendor must specifically identify any contracts from which they have asked to be relieved or any contracts that have been cancelled.
13. Leadership of Firm: Discuss the leadership of your organization and highlight accomplishments of the individuals that will be directly involved with this project.
- a. Identify your firm's professional staff members who shall be involved in the project, the experience each possesses, and the location of the office from which they shall work.
  - b. Resumes or biography of professional staff members who may be involved in the Jail engagement must be included in this section.
  - c. Companies should include the resume of the regional manager who shall be working with the Jail.
  - d. Indicate where the regional manager is based geographically and what other contractual responsibilities this person is accountable for.
  - e. Indicate the anticipated frequency of on-site visits to Meherrin River Regional Jail by the regional manager.
14. Accreditation Experience: Specify facilities that the firm operates that are currently accredited by ACA, NCCHCA or under the jurisdiction of the State of Virginia Department of Corrections. Include the following information:
- a. Name of facility.
  - b. Accrediting agency (e.g. ACA).
  - c. Include dates of re-accreditation.
15. Litigation History: Provide a list of all litigation events or incidents that your firm or organization has been, or is currently involved in where the matter in dispute has estimated value in excess of Fifty Thousand Dollars (\$50,000) during the last three (3) years.
16. Whether positions are to be covered by full or part time personnel. The Vendor shall specify in their staffing plan what relief factors and how many per diem staff shall be included in their staffing plan.
17. How periods of absence caused by vacations, holidays, sick leave, etc. will be handled.
18. An outline of the orientation and in-service program provided by employees.



19. Turnover of staff: Describe current nursing turnover ratio in other contracts (for both RNs and LPNs) and indicate specific turnover for health administrators, medical directors, regional managers and physicians.
20. Recruitment Program and Nursing Shortage: Describe recruitment program in the face of the national nursing shortage and indicate provisions to guarantee staffing at this Facility.
21. Contract Transition: Explain how the transition from the current service provider to the new contract would be handled. The transition plan should address an orderly and efficient start-up. The Vendor should emphasize their past experience in implementing contracts and successes in this area. Addresses how the following issues will be handled and transferred:
  - a. Recruitment of current and new staff including physicians.
  - b. Subcontractors and specialists.
  - c. Hospital/urgent care services.
  - d. Pharmaceutical, laboratory, radiology, and medical supplies.
  - e. Identification and assuming of current medical care cases.
  - f. Equipment and inventory.
  - g. Medical record management.
  - h. Orientation of new staff.
  - i. Personnel to be assigned to supervise and monitor the transition.
22. Include other relevant information the Vendor deems necessary to describe its qualifications.
23. Identification of all materials and services expected from the Jail in addition to general assistance.
24. References: A list of current and past customers to whom the vendor is or has performed similar services shall be provided including names of the organization, addresses, contact persons and telephone numbers. Provide at least five (5) business references from similar projects including who the contract was with, a contact name, addresses and telephone numbers. Business references shall be medical suppliers, pharmacies and laboratories that shall attest to the Company's ability to provide contracted services and pay invoices in a timely manner. Other pertinent references may be given at the vendor's discretion.
25. Indemnification and Hold Harmless Clause/Insurance and Certificate Requirements:

**Requirements for Professional Services**

**Indemnification and Hold Harmless Clause**

The successful vendor must agree to the following language in the contract clause acceptable to the Meherrin River Regional Jail would be the following:

“The Vendor agrees to defend and indemnify the Meherrin River Regional Jail, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Vendor, or its subcontractor, under this contract; provided, however, that Vendor shall not be required to indemnify the Jail with respect to such risks to the extent caused by the negligence or intentional misconduct of the Jail or the Jail's Vendors, over whom Vendor has no authority or control”

**The Vendor by agreeing to defend the Meherrin River Regional Jail as set forth above, agrees that if the Meherrin River Regional Jail receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this Vendor agrees to pay**

**all attorney fees and expenses; the selection of such attorney to represent Meherrin River Regional Jail shall be the sole and exclusive determination of Meherrin River Regional Jail.**

**4. INSURANCE REQUIREMENTS:**

Each and every contract, whether for professional services, vendors or Vendors, must meet minimum insurance specifications in order to protect the Jail's interest and/or as evidence of compliance with Virginia State Law.

**GENERAL REQUIREMENTS:** Before commencing work, the successful service provider or Vendor and any subcontractor shall furnish evidence such as a Certificate of Insurance, acceptable to the Meherrin River Regional Jail, that it has procured and will maintain, at its own expense, until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified. The Meherrin River Regional Jail is defined as Meherrin River Regional Jail, its agents, officers and employees.

A Certificate of Insurance acceptable to the Jail must meet the following requirements:

- List the type of insurance coverages and acceptable limits, as required by the Jail.
- Name the certificate holder as Meherrin River Regional Jail, 9000 Boydton Plank Road, Alberta, VA 23821.
- Name the Jail, its agents, officers, and employees (without reference to a specific department) as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, the issuing insurer will endeavor to mail written notice to the Meherrin River Regional Jail, 9000 Boydton Plank Road, Alberta, VA 23821.
- Insurance carriers should be admitted in the State of Virginia, unless an exception is approved by Jail
- The Certificate of Insurance shall be submitted to the Meherrin River Regional Jail Authority for compliance review, approval and retention at least thirty (30) days prior to the start of work.

**SPECIFIC INSURANCE REQUIREMENTS:** The following are the minimum insurance types, documentation and limits acceptable to the Jail.



**INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS**

*for*  
**Professional Services**

<u>Coverage and Documents</u>	<u>Limits</u>
A. Professional Liability/Medical Malpractice Insurance	\$1,000,000 Each Occurrence or Claim \$2,000,000 General Aggregate
B. General Liability (GL)	\$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations \$2,000,000 General Aggregate \$50,000 Fire Damage Legal Liability \$5,000 Medical Expense
C. Auto Liability	\$1,000,000 Combined Single Limit
D. Excess/Umbrella Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate
E. Workers' Compensation and Employers Liability CE-200, C-105.2, or SI-12	Statutory Limits
F. Disability Benefits CE-200, DB-120.1, DB-820/829 or DB-155	Statutory Limits

**5. EVALUATION AND AWARD**

5.1 **EVALUATION CRITERIA:** This is a contract for professional services as defined by the Virginia Public Procurement Act (VPPA). The Jail reserves the right to reject any and all proposals as a whole or in part. Proposals shall be evaluated by Meherrin River Regional Jail using the following criteria:

<b>Description</b>	<b>Weight</b>
Offeror - Qualifications and experience - Services proposed	60
Methodology - Proposed methodology - Availability of support services - Proposed schedule	40
<b>TOTAL</b>	100

5.2 **AWARD:** The Jail shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing Offers shall not be disclosed to the public or to competitors. At the conclusion of discussion, on the basis of evaluation factors published in Section 5.1 of this Request for Proposal and all information developed in the selection process to this point, the Jail shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Jail can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. The Jail reserves the right to make multiple awards as a result of this solicitation. Should the Jail determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

**6. GENERAL TERMS AND CONDITIONS:**

6.1 **ACCEPTANCE OF GOODS/SERVICES:**

Goods/services delivered shall remain the property of the offeror until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the Jail. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the Jail are found to be defective or not to conform to specifications, the Jail reserves the right to cancel the Contract upon written notice to the offeror and return products to offeror at the offeror’s expense.

6.2 **ADDITIONAL SERVICES:**

The Jail may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

6.3 COMPLIANCE WITH ALL REQUIREMENTS:

The offeror shall comply with all applicable Federal, State and Local laws and regulations. The offeror shall give notice as required and comply with all laws, ordinances, rules, regulations, and lawful orders of any entity having authority over the performance of the work.

6.4 CONTRACT CHANGES:

Any changes to the Contract must be approved through issuance of a written contract addendum or change order. The Jail will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

6.5 CONTRACT TERMINATION:

6.5.1 Unless specified otherwise, any resultant contract may be terminated by the Jail, in whole or in part, whenever the Jail determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the offeror or as provided in the Notification paragraph below. The notice of termination shall state the extent to which performance shall be terminated. The offeror shall be paid for all goods delivered or services successfully completed prior to the termination date.

6.5.2 If funds are not appropriated for this contract for any Jail fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the Jail shall not be liable for future payments or for cancellation or termination charges.

6.6 CONTRACTUAL CLAIMS:

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the offeror's intention to file such claim shall have been given at the time of occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the Superintendent, Meherrin River Regional Jail, 9000 Boydtown Plank Road, Albemarle, Virginia 23821 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Superintendent shall render a decision on the claim and shall notify the offeror within thirty (30) days of receipt of the claim. The offeror may appeal the decision of the Chairman of the Meherrin River Regional Jail Authority by providing written notice to the Meherrin River Regional Authority, within fifteen (15) days of the receipt of the claim. The Authority Board shall render a decision on the claim within sixty (60) days of the date of receipt of the appeal notice and such decision shall be final unless the offeror appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the offeror shall be delivered to the Jail no later than thirty (30) days following the conclusion of the work or delivery of the goods.

6.7 DAMAGE TO PROPERTY:

The offeror shall be responsible for damages to property caused directly or indirectly by its actions or omissions in performing its work under the Contract. The offeror shall repair to properly working order or replace, to the Jail's satisfaction, any property damage directly or indirectly by its actions or omissions.

6.8 EMPLOYMENT OF ILLEGAL ALIENS:

The selected firm does not, and shall not during the performance of this contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act 1986.

6.9 ETHICS IN PUBLIC CONTRACTING:

6.9.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4370, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by this Jail. A copy of these provisions may be obtained from the Finance Director upon request.

- 6.9.2 The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.
- 6.10 EXTENSION OF CONTRACT TERM:  
The Meherrin River Regional Jail, at its discretion, may extend the final contract term or final contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.
- 6.11 FAITH-BASED ORGANIZATIONS:  
In compliance with VA Code Section 2.2-4343.1, the Meherrin River Regional Jail does not discriminate against faith-based organizations.
- 6.12 FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:
- 6.12.1 In accordance with Virginia Code § 2.2-4311.2, a Vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- 6.12.2 Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- 6.12.3 Any bidder or offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by Meherrin River Regional Jail Authority.
- 6.12.4 Any business entity that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
- 6.12.5 The Jail may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 6.13 INDEMNIFICATION:  
To the fullest extent permitted by law, the offeror, for itself, heirs, representatives, successors and assignees agrees to save, defend, keep harmless and indemnify the Jail and all of its officials, agents, and employees (collectively, the "Jail") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the offeror's performance (or nonperformance) of the agreement terms or its obligations under any resultant agreement. The Jail will not agree to indemnify the offeror.
- 6.14 INDEPENDENT VENDOR: The offeror is an independent Vendor and nothing contained in the Contract shall constitute or designate the offeror or any of its agents or employees as employees of the Jail.

6.15 LEGAL PROCEEDINGS:

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Brunswick County, Virginia General District Court or the Brunswick County, Virginia Circuit Court.

6.16 LICENSES AND PERMITS:

The offeror shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the week, including software license or other intellectual property permissions, unless otherwise specified by the Jail.

6.17 NONDISCRIMINATION AND DRUG-FREE WORKPLACE:

The offeror agrees as follows:

6.17.1 The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

6.17.2 The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.

6.17.3 Notices, advertisements and solicitations placed in accordance with the Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

6.17.4 The offeror agrees to (i) provide a drug-free workplace for the offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an offeror in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

6.17.5 The offeror will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.18 NOTIFICATION:

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the offeror in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the Jail shall be given to Meherrin River Regional Jail, Superintendent, P.O. Box 10, Alberta, Virginia 23821. The offeror agrees to notify the Jail immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five (5) calendar days after the date of mailing.

6.19 OWNERSHIP OF DOCUMENTS:

6.19.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the offeror under any resultant contract shall, at the option of the Jail, become Jail property and shall be delivered to and remain the property of the Jail upon completion of the work or termination of the Contract. The Jail shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the offeror.

6.19.2 Any documents or other material provided to the offeror by the Jail shall be returned to the Jail upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the offeror in order to supply the products or services contracted for shall become the property of the Jail and shall be sent to the Jail upon delivery for the final products and/or services unless otherwise requested by the Jail. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

6.20 PAYMENT FOR SERVICES:

Payments to the offeror shall be made within thirty (30) days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the Contract. Invoices shall be numbered. Backup documentation for each invoice shall be provided in detail satisfactory to the Jail. The offeror's records and documentation supporting such invoices shall be made available to the Jail upon reasonable request. The offeror agrees to retain all records, documents and support materials relevant to the Contract for a period of five (5) years following final payment.

6.21 PAYMENTS TO VENDORS:

In accordance with Virginia Code Section 2.2-4301, the offer agrees that:

6.21.1 Should any subcontractor be employed by the offeror for the provision of any goods or services under this Contract, the offeror agrees to the following:

1. The offeror shall, within seven (7) days after receipt of any payments from the Jail pursuant to this Contract, either:
  - a. Pay the subcontractor for the proportionate share of the total payment received from the Jail attributable to the goods or services provided by the subcontractor; or
  - b. Notify the Jail, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the Jail shall be given to: Meherrin River Regional Jail Superintendent, P.O. Box 10, Alberta, VA 23821
2. The offeror shall pay interest to the subcontractor, at the rate of one (1) percent per month on all amounts owed to the subcontractor that remain unpaid after seven (7) days following receipt of payment from the Jail for goods or services provided under this Contract, except for amounts withheld under subparagraph immediately above.
3. The offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
4. The offeror's obligation to pay an interest charge to a subcontractor shall not be an obligation of the Jail.



5. No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

6.22 PRECEDENCE OF DOCUMENTS:

The precedence of documents shall be as follows: the Contract, The Request for Proposals and the offeror's response to the Request for Proposals.

- 6.23 REJECTION AND AWARD OF PROPOSALS: The Jail reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple offerors.

6.24 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:

6.24.1 In submitting its proposal response, the offeror certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request.

6.24.2 Unless specified otherwise in the Contract, the offeror shall pay all royalty and license fees relating to the items covered by the contract.

6.24.3 In the event of any third party claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the offeror shall indemnify and hold harmless the Jail from any cost, expense, damage or loss incurred in any manner by the Jail on account of such alleged infringement.

6.25 SEVERABILITY:

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

6.26 SUBCONTRACTING AND ASSIGNMENT OF WORK:

6.26.1 The offeror shall not subcontract or assign the Contract, in whole or in part, other than that specifically stated in the Contract, without the express written consent of the Jail. A description of any work the offeror proposes to subcontract shall be submitted to the Jail for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the offeror and the offeror will be responsible to the Jail for all work performed by any subcontractor or special consultant.

6.26.2 The Jail will, during the term of the Agreement, have the right of reasonable rejection of staff or subcontractors assigned to the project by the offeror. If the Jail reasonably rejects staff or subcontractors, the offeror must provide replacement staff or subcontractors satisfactory to the Jail in a timely manner and at no additional cost to the Jail. The day-to-day supervision and control of the offeror's employees shall be solely the responsibility of the offeror.

6.27 TAXES:

The Jail is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The offeror shall pay all Jail, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the Jail and the offeror, as the taxes shall be an obligation of the offeror and not of the Jail, and the Jail shall be held harmless for same by the offeror. Exemption certification will be supplied upon request.

6.28 WARRANTIES:

Any goods or services furnished by the selected firm under the contract shall be covered by the most favorable warranties provided by the selected firm or any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to MRRJ. The selected firm agrees that if such warranties are in any respect breached, the selected firm will pay to MRRJ the full contract price agreed to by MRRJ for the supplies, materials, equipment or services furnished under the RFP.

7. SPECIAL TERMS AND CONDITIONS:

7.1 AUDIT: The offeror shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five (5) years after the effective date of final payment or contract termination. During this five (5) year term, the Jail, or its authorize representative, shall have unlimited access to, and the right to audit, the books, records and documents of the offeror during the offeror's normal working hours.

There shall be no fees or costs charged to the Jail by the offeror for any such audit activities.

7.1.1 The offeror shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the Jail's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the Jail. Should the offeror fail to ensure the Jail's rights under this section, the offeror shall be liable to the Jail for all reasonable costs and expenses the Jail may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

7.2 CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Vendor assures that the information and data obtained as to personal facts and circumstances whether related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Jail's written consent and only in accordance with federal laws or the Code of Virginia. Contractors who utilize, access or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the Jail of any breach or suspected breach in security of such information. Vendors shall allow the Jail to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

7.3 CONTINUITY OF SERVICES:

A. The Contractor recognizes that the services under this contract are vital to the Jail and must be continued without interruption and that, upon contract expiration, a successor, either the Jail or another Contractor, may continue them. The Contractor agrees:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
2. To make all Jail owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
3. That the Jail shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

B. The Contractor shall, upon written notice from the Jail, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Jail's approval.



C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Jail in writing prior to commencement of said work.

7.4 CREDIT TO THE JAIL: The Contractor shall issue a credit consisting of an hourly salary plus fringe benefits for hours of each position not covered or vacant for fifteen (15) days or more. Adjustments shall be made on a monthly basis. If the health administrator position is left vacant for a period of greater than thirty (30) days, the Contractor shall pay one and a half times the salary rate per hour times the number of hours the position was left vacant after thirty (30) days. Deductions for vacation, sick time or education shall be recorded on the first day of absence of staff. At the end of each month, the Contractor shall report staff coverage and provide reimbursement consisting of an hourly salary plus fringe benefits for each hour of absence that brings coverage levels below ninety-five (95%) percent.

7.5 INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Jail.

7.6 JAIL'S RESPONSIBILITIES:

The Jail will:

- A. Be responsible for security of the inmates at all times.
- B. Provide electricity, water and a Jail telephone for local calls.
- C. Provide the Contractor with ample workspace, maintain and repair the facility and Jail equipment in the area assigned to the Contractor, including necessary painting, maintenance of water, steam, sewer and electrical lines, ventilation, air conditioning, lighting, heating, duct work and other similar fixtures.
- D. Provide necessary medical supplies and equipment, computers, printers, and a fax machine as may be necessary. The Contractor shall bear the expense of the repairs to these same items as necessary due to the negligence of the Contractor (excluding damage caused by inmates).
- E. Have no liability to the Contractor for fraud, theft, damage or loss from whatever cause to the Contractor's equipment and systems. This shall include without limiting the foregoing, vandalism and damage inflicted by inmates.
- F. Provide pest control for all areas assigned to the Contractor.
- G. Provide for trash disposal if required or necessary.
- H. Provide adequate ingress and egress, including reasonable use of existing corridors, passageways, driveways, loading platforms, and storage space. The Contractor's personnel will park in an area designated by the Jail.
- I. Provide the Contractor with all information in possession of the Jail which relates to the Jail's requirements for the Services or which is relevant to the Contract.
- J. Designate representatives with respect to the Services to be performed. Such person shall transmit instructions, receive information, interpret and define local policy and decisions pertaining to the Contractor's services.

7.7 JAIL SECURITY RULES:

- A. In consideration of the security responsibility of the Jail, the Jail Superintendent or designee reserves the right to observe the Contractor's operations and inspect assigned work areas. Moreover, the Contractor agrees to abide by any and all of the Jail's rules and regulations, procedures and general orders, as well as any directives by the Jail Superintendent regarding Contractor's performance under the Contract.

- B. The Jail reserves the right, upon the showing of probable cause, to search the employees of the Contractor.
- C. All Contractor employees shall comply with the Jail's written policy and procedures relating to Jail security. Any unusual occurrences shall be reported immediately by the Contractor's employees to the Jail Superintendent or designee. The Contractor shall review the Jail's "contraband" policies with employees to familiarize them with prohibited items.
- D. The Contractor shall immediately bring to the attention of the Jail Superintendent or designee any employees with outstanding felony or misdemeanor warrants.
- 7.8 NON-COMPETE AGREEMENTS: The Contractor is prohibited from entering into covenants Not to Compete or Non-Competition Clauses with either employees or subcontractors, or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent Contractor or employee from competing, directly or indirectly, in any way with the Contractor. For the purpose of this paragraph, the term "competing directly or indirectly, in any way with the Contractor" shall mean the entering into or attempting to enter into any similar business with that carried on by the Contractor with any individual, partnership, corporation, or association that was or is the same or related business as the Contractor.
- 7.9 MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be kept on hand by the Contractor for each chemical and/or compound stored.
- 7.10 OPTIONAL PRE-PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 10:00 AM on Wednesday March 7, 2018 at the Meherrin River Regional Jail, 9000 Boydton Plank Road, Alberta, VA. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
- 7.11 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 7.12 SUBCONTRACTS: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 7.13 WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Jail's satisfaction at the Contractor's expense.

# ATTACHMENT A

## JAIL STATISTICS PERIOD: JULY 1, 2016 THROUGH JUNE 30, 2017

Dental Costs	\$17,647
# of Dental Visits	259
# of Doctor Visits	2208
Medical Costs	\$1,418,015
% of inmates on psychotropic medications	Approximately 30%
HIV Patients	49
Diabetic Patients	84
Special Needs	0
# of off-site visits to doctor's office	114
# of hospital/emergency visits	77
Approximate sick calls per month (Doctor)	184
Intake Screenings	1856
Pill Call	2 times a day
Sick Call	7 days a week
Hospital	CMH-VCU Southside Regional Medical Center VCU Richmond
Medical Specialists	CMH-VCU VCU Richmond Various local providers
X-ray	Mobile X-USA *
Lab	LabCorp
Pharmacy	Westwood Pharmacy
Emergency Transportation	Alberta Fire/EMS Brunswick EMS Life Star
Dentist	Dr. Melton *
Mental Health Services	Southside Community Services Board

\* X-ray - Dynamic Mobile Imaging Effective: 7/1/17

\* Dentist - Dr. Austin Effective: 7/20/17 Dr. Knight Effective: 9/8/17