Janice Wilder, Sr. Procurement Analyst
Phone: 813-247-8029 Fax: 813-242-1826
Email: jwilder@hcso.tampa.fl.us

OFFICE OF THE COMPTROLLER
2008 E. 8th Avenue
Tampa, FL 33605

May 22, 2014

Request for Proposal

Title: INMATE HEALTH CARE

RFP No: 9-14

INSTRUCTIONS TO PROPOSERS

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

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

NOTICE TO PROPOSERS
WHEN SUBMITTING A SEALED PROPOSAL, ALL PACKAGES OR ENVELOPES SHOULD BE CLEARLY MARKED AS ON THE OUTSIDE OF THE ENVELOPE. THIS IDENTIFICATION SHOULD INCLUDE THE PROPOSAL NUMBER, PROPOSAL TITLE AND DATE DUE.

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	PROPOSED SCHEDULE OF EVENTS	PROPOSED DATE 2014
1	RFP ADVERTISED AND POSTED TO HCSO WEBSITE	May 26, 2014
2	SUBMIT LETTER OF INTENT TO ATTEND PRE-PROPOSAL CONFERENCE	June 10, 2014
3	PRE-PROPOSAL CONFERENCE AND FACILITY TOUR	June 11, 2014
4	DEADLINE TO SUBMIT LETTER OF INTENT TO SUBMIT PROPOSAL	June 18, 2014
5	DEADLINE TO SUBMIT PROPOSAL (OPENING DATE)	July 7, 2014
6	AWARD NOTIFICATION TARGET DATE	July 21, 2014
7	POST AWARD NEGOTIATION DEADLINE	August 18, 2014
8	COMMENCEMENT (12:01 AM)	10/01/2014 12:00 AM

LETTER OF INTEREST AND INTENT TO ATTEND PRE-PROPOSAL CONFERENCE

The undersigned has reviewed Request for Proposal 9-14 Inmate Health Care and wishes to become eligible to submit a proposal by attending the Mandatory Pre-Proposal Conference (refer to page 5 for Date, Time and Place).

_____

NAME TITLE

_____

COMPANY NAME

_____

MAILING ADDRESS

_____

TELEPHONE NUMBER FAX NUMBER

_____

SIGNATURE

THE FOLLOWING REPRESENTATIVE(S) WILL ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE:

_____

_____

_____

THIS FORM SHOULD BE SENT TO THE BUYER, JANICE WILDER,
AT jwilder@hcso.tampa.fl.us or FAXED TO 813-242-1826

LETTER OF INTENT TO SUBMIT PROPOSAL

The undersigned, having attended the Pre-Proposal Conference in regard to Request for Proposal 9-14 Inmate Health Care, hereby acknowledges the Terms and Conditions, Provisions and Specifications of the RFP and intends to submit a proposal in response to the Hillsborough County Sheriff's Office request.

We understand that any amendments, clarifications and addenda to the Request for Proposal will be promptly communicated to the individual authorized below to receive this information.

NAME TITLE

COMPANY NAME

MAILING ADDRESS

TELEPHONE NUMBER FAX NUMBER

SIGNATURE

Other individuals we wish to have included on email notices:

NAME TITLE EMAIL ADDRESS

NAME TITLE EMAIL ADDRESS

THIS FORM SHOULD BE SENT PRIOR TO THE DEADLINE INDICATED ON THE EVENT SCHEDULE PAGE 2, TO THE BUYER, JANICE WILDER, AT **jwilder@hcso.tampa.fl.us** OR FAX NUMBER 813-242-1826.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 E 8th Avenue
Tampa, FL 33605

May 22, 2014

VENDOR: NAME

SUBJECT: Request for Proposal Number 9-14

PROPOSAL TITLE: Inmate Health Care Services

BID OPENING DATE & TIME: July 7, 2014 3:00 PM EDT

PLACE: Sheriff's Operation Center
Purchasing Office, Room 125
2008 E. 8th Avenue
Tampa, Florida 33605

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

PRE-PROPOSAL CONFERENCE – MANDATORY: June 11, 2014 10:00 AM EDT

PLACE: Falkenburg Road Jail – Main Lobby – Must have ID to obtain visitor's pass.
520 Falkenburg Road
Tampa, Florida 33619
(Do not bring cigarettes, cell phone, pocket knives etc. Lockers are available)

PART A - GENERAL TERMS AND PROVISIONS

1. Proposal Responses: Proposals must be contained in a SEALED envelope or package addressed to: David Gee, Sheriff, 2008 E 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the proposal package must be marked as a PROPOSAL DOCUMENT (including the proposal number) on the outside of the envelope.

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

2. Delivery of Proposal: The responsibility for getting the proposal to the Sheriff's Office on or before the stated time and date will be solely and strictly the responsibility of the vendor. The Sheriff will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The vendor shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such proposals shall be returned to the vendor unopened with the notation "This Proposal Was Received After the Time Designated For the Receipt and Opening of Proposals".

3. On-Line Documents: The Hillsborough County Sheriff's Office is publishing documents on its web page at www.hcso.tampa.fl.us for the convenience of vendors wanting to do business with the Sheriff. This service is public record and the Sheriff is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a proposal.

4. Time for Consideration: Vendors warrant by virtue of proposing that the prices quoted in their proposals will be good for an evaluation period of sixty (60) calendar days from the date of proposal opening unless otherwise stated. Vendors will not be allowed to withdraw or modify their proposals after the proposal opening time and date. The Hillsborough County Sheriff's Office requires that, at the conclusion of the selection process, the contents of all proposals be placed in the public domain and be open to inspection

by interested parties. Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to the Request for Proposal will be handled in accordance with applicable Hillsborough County procurement regulations.

5. Prices: All proposal responses submitted must show the net proposal price after any and all discounts allowable have been deducted. Price(s) offered are to be F.O.B. Destination. State sales tax and federal excise taxes shall not be included as the Sheriff's Office is tax-exempt for materials sold directly to them. The Sheriff will issue exemption certificates to the successful vendor when requested.

   The Vendor's attention is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this proposal matter and that all applicable taxes and fees shall be deemed to have been included in the Vendor's proposal as part of his materials cost, when applicable.

6. Proposal Obligation and Disposition: The contents of the proposal and any clarifications thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All proposals become the property of the Hillsborough County Sheriff's Office and will not be returned to the Vendor.

7. Laws, Statutes and Ordinances: The terms and conditions of the Request for Proposal and the resulting contract or activities based upon the Request for Proposal shall be construed in accordance with the laws, statutes and ordinances applicable to Hillsborough County. Where State Statutes and regulations are referenced, they shall apply to this Request for Proposal and to the resulting contract. The successful proposer shall, at all times observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations in any way affecting the contract.

8. Familiarity with Law: The Vendor is required to be familiar with all Federal, State and local laws, ordinances, rules, codes and regulations that in any manner affect the work. Ignorance on the part of the Vendor will in no way relieve him from responsibility.

9. Proposal Submittal Costs: Submittal of a proposal is solely at the cost of the vendor and the Sheriff's Office in no way is liable or obligates itself for any cost accrued to the vendor in preparing the submitted proposal.

10. Public Entity Crimes: Pursuant to Chapter 287.132/133 of the Florida Statute , effective July 1, 1989, the Hillsborough County Sheriff, as a public entity, may not accept any proposal from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (currently $25,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), F.S. If you submit a proposal in response to this request, you are certifying that Florida Statute 287.132 and 287.133 does not restrict your submission.

11. Compliance with Occupational Safety and Health Act (O.S.H.A.): Vendor certifies that all material, equipment, etc., contained in his/her proposal meets all O.S.H.A. requirements.

12. Public Record: Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, Florida Statutes. This includes material which the respondent might consider to be confidential or trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Florida Statutes. Public Records. The awarded Vendor or Contractor agrees to comply with Florida Statute 119.0701 regarding maintenance and provision of access to all public records generated by this contract with the Hillsborough County Sheriff's Office.

13. Site Visit: It is mandatory that the Vendor visit sites where services will be provided to familiarize him/her self with the scope of the effort required.

14. Disputes: Any prospective Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all proposals will submit a notice of protest in writing within 72 hours (excluding official holidays, Saturdays and Sundays) to the HCSO Purchasing Department by registered mail or hand deliver for which a receipt must be provided.

    The Buyer will have five business days upon receipt of the dispute notice to review the issues with the stakeholders and evaluation committee if necessary and consider the dispute as written. The Proposer may be requested to provide further clarification of the issues. Upon completion of this review process the Buyer will make a recommendation to the Comptroller.

The Comptroller may concur with the recommendation or arrive at a separate decision. The decision of the Comptroller will be communicated to the Proposer in writing. This decision and the basis upon which it was made will be communicated within 5 business days following the receipt of the recommendation from the Buyer. A single appeal of the Comptroller's decision is available by submitting a notice in writing within 72 hours (excluding official holidays, Saturdays and Sundays) of receiving the Comptroller's decision requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

15. Specifications: Attached.

DAVID GEE, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

"Signature On File"

By_____

Christina R. Porter, CPA
Comptroller

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

_____

Company Name Date

_____

Print Name/Title

SIGNATURE_____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 19. EACH VENDOR'S PROPOSAL AND ANY CLARIFICATIONS TO THAT PROPOSAL AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED ON THE SPECIFICATION PAGE OR PART D1 EXCEPTIONS.

PART B - SPECIAL PROVISIONS

1. GENERAL REQUIREMENTS

The Hillsborough County Sheriff's Office (HCSO) is requesting sealed proposals to provide inmate health care services for the detainees housed in two Hillsborough County jails. The specifications set forth are for informational purposes and to provide a general description of the minimum requirements. Proposers must submit a response which details their plan for management of each area addressed in the specifications. Proposers are also encouraged to include innovations or alternatives that would offer additional value to the intended purpose. This RFP is issued to provide prospective proposers the data necessary for preparation of a competitive proposal and a fair method of analyzing submitted proposals.

The purpose of this RFP is to select the most competitive and qualified vendor capable of providing inmate healthcare services to the Hillsborough County Sheriff's Office on an ongoing contractual basis. Cost is not the main objective in this RFP. Quality of care provided should be considered the main priority. The selected proposal must meet the following objectives:

- Deliver high quality inmate healthcare services compliant with federal, state, and local laws and applicable standards.
- Operate the healthcare program in a cost-effective manner with full reporting and accountability to the HCSO.
- Operate the health care program using only licensed, certified, and professionally trained personnel.
- Implement and manage a written health care plan with clear objectives and site-specific policies and procedures.
- Maintain an open and collaborative relationship with the administration and staff of the jails.
- Operate the healthcare program in a humane manner with respect to the inmates' right to basic healthcare services.

2. SCOPE OF WORK

The inmate healthcare services to be addressed will include medical physician services, nursing services, dental services, social work, mental health services, pharmaceuticals, on and off-site medical services, X-ray and laboratory services, education, supplies, equipment, records and personnel management services.

Services will be required at both jails currently operated by the HCSO:

a. **Orient Road Jail (ORJ) 1201 Orient Road, Tampa Florida 33619** has a rated capacity of 1,711 inmates and is a direct supervision facility. ORJ is the central intake (booking) location for arrestees from local, state and federal law enforcement agencies. Housing consists of: one intake housing unit comprised of three general population pods (two are currently in operation); six general population housing units of four pods per unit (two are currently in operation). General population pods are capable of housing seventy-two inmates.

   There are two confinement pods at ORJ capable of housing fifty-six (56) inmates each, however both are currently un-occupied. There is no infirmary level housing at ORJ but there is a clinic area and one XRAY machine. New inmates booked at ORJ stay for an average of twenty-one days before being transferred to the Falkenburg Road Jail.

b. **Falkenburg Road Jail (FRJ) 520 N. Falkenburg Road, Tampa Florida 33619** has a rated capacity of 3,632 inmates and is a direct supervision facility. Housing consists of: ten general population housing units comprised of four pods each capable of housing seventy-two (72) inmates per pod with seven currently operating; two confinement housing units comprised of four pods, each housing 64 inmates and both are in operation.

   Currently, all inmates assigned to confinement or infirmary, are housed at FRJ. The infirmary is comprised of one (4) pod housing unit. Two pods (1 male, 1 female) provide infirmary level care and house 50 inmates each. The other two pods are lower level medical housing (detoxification and chronic care) and house 64 inmates each. Additionally, there are two medical clinics, XRAY facilities and an on-site dialysis facility.

3. HEALTH CARE CONTRACT

The successful proposer must enter into a contract with the Sheriff, the terms and conditions of which must be acceptable to the Sheriff, whether addressed in this request for proposal or not. A tentatively selected health care provider that fails to meet the contractual terms of a separately negotiated contract shall be rejected. The Sheriff then reserves the right to enter negotiations with the second ranked proposer. Contract negotiations are to be completed within thirty (30) days of Award.

4. MANDATORY PRE-PROPOSAL CONFERENCE AND TOUR

All Proposers must attend the Pre-Proposal Conference at the time, date and place indicated on page five (5). A tour of the clinic and infirmary facilities at both jails will be scheduled following the meeting. The purpose of the conference and tour will be to offer all interested parties an opportunity to discuss the proposal requirements, specifications, conditions and process as well as to view the facilities and equipment in use. Interested vendors planning on attending should notify the Buyer by use of the form included with the company name and the names of those planning to attend. Proposals will be returned to any Vendor who did not attend the Mandatory Pre-Proposal Conference and site visit.

5. LETTER OF INTENT TO PROPOSE

Due to the large dollar contract this RFP represents and the time and effort expected to prepare a competitive proposal, we want each interested party to ascertain their commitment to the process only after the Pre-Proposal Conference and facility tour are completed. Those who attend and wish to continue with the process will be asked to submit a Letter of Intent to Propose. The person(s) indicated on the Letter of Intent will be those notified of all addenda, amendments and Q & A.

6. COMMUNICATION

In accordance with Hillsborough County Ordinance No. 13-24, Cone of Silence provision, all questions in regard to this Request for Proposal are to be directed, in writing, to: Janice Wilder, Sr. Procurement Analyst, at jwilder@hcso.tampa.fl.us or by fax at 813-242-1826.

Questions submitted in writing prior to the conference will be addressed during the conference. Those submitted after the conference will be answered in a written Question and Answer (Q & A) format. Unofficial responses to verbal questions will be offered during the conference however, any substantive questions will be addressed officially in a written response.

Interpretations or clarifications considered necessary by the Hillsborough County Sheriff's Office in response to substantive questions or as a result of necessary changes will be issued by written addenda in the form of a Q & A or amendment to the RFP. All items will be posted to the website. The Buyer will also email the information to all parties recorded by the Office of the Comptroller as being eligible to propose by their attendance to the Mandatory Pre-Proposal Conference and subsequent submission of a Letter of Intent to Propose. Questions received less than five (5) days prior to the date of the opening of proposals may not be answered. Oral or other interpretations or clarifications will be without legal effect.

7. PREPARATION AND SUBMITTAL OF PROPOSALS

a. All proposals shall be signed in ink by the authorized principles of the firm.

b. All attachments to the request for proposals requiring acknowledgement by the proposer are to be returned with the proposal.

c. Proposals are to be returned in a sealed package. The face of the package shall indicate the RFP name, number, time, and date of public opening.

d. Proposals must be received by the Hillsborough County Sheriff's Purchasing Office not later than the time and date shown on page five (5). Requests for extensions of this time and date will not be granted. Proposers mailing their proposals should allow for normal mail time to ensure receipt of their proposals prior to the time and date fixed for the acceptance of the proposals. Proposals or unsolicited amendments to proposals, received by the Sheriff's Office after the acceptance date will not be considered and will be returned unopened marked "Received after the deadline for Opening of proposals". Proposals will be publicly opened at the time and date specified.

e. All proposals must include ONE original hard copy, ONE electronic copy in Windows compatible format on USB thumb drive and SIX (6) print copies assembled in the order outlined in Part D Proposal Response. The ORIGINAL WILL BE MARKED AS SUCH on the front of the document. Proposal response sections should be marked by divider tabs. Hard copies may be bound in any fashion but should not vary from an 8-1/2 x 11 page size. Cover letters are not required but if used should be limited to a brief introduction and summary not to exceed two pages.

f. The Sheriff reserves the right to postpone the date for receipt and opening of proposals or other deadlines and will make a reasonable effort to give at least five (5) calendar day notice of any such postponement to each prospective proposer.

8. ACCEPTANCE AND REJECTION

The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all proposals, for cause, to waive irregularities, if any, in any proposal, and to accept the proposal or proposals which in the judgment of the Sheriff is in the best interest of Hillsborough County. The Sheriff reserves the right to select the proposer that will best meet the needs of the Hillsborough County Sheriff's Office, and the selection will not necessarily be made solely on cost as the proposal process utilized is not a competitive bid process. Persons or entities submitting proposals which do not meet the mandatory requirements will be considered in non-compliance and will be disqualified. After evaluation of the proposals received and approval by the Sheriff, all proposers will be notified of the selection.

9. PROPOSAL SECURITY

a. Bond Requirements

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

The amount of the proposal security shall be $25,000.00. Security shall either be a certified check, cashier's check, treasurer's check, bank draft, or proposal bond issued by a surety company licensed to conduct business in the State of Florida. Bonds shall be written on the surety company's standard form, and the Attorney-In-Fact who executes the bond on behalf of the surety company shall affix to the bond a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.

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

b. Separation Settlement

In lieu of any Performance Bond the Hillsborough County Sheriff’s Office will withhold one (1) month’s payment. Following termination, payment for the last month of service will be released after assuring all obligations arising from the contract have been met by both parties.

10. PROPOSER QUALIFICATIONS

Proposals shall be considered only from firms who can clearly demonstrate to the Sheriff's Office a professional ability to perform the type of work specified within the Request for Proposal. Proposers must be able to demonstrate adequate organization, financial backing, equipment and personnel to ensure continuous provision of efficient service to the Sheriff. In the determination of the evidence of responsibility and ability to perform the contract by the proposer, the Sheriff reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities and organization of the proposer. The Sheriff shall determine whether the evidence of responsibility and ability to perform is satisfactory, and will make awards only when such evidence is deemed satisfactory. The Sheriff reserves the right to reject a proposal when evidence indicates the inability to perform the work specified within the RFP.

11. EVALUATION AND AWARD PROCESS

The Hillsborough County Sheriff's Office reserves the right to award this contract to the proposer whose Health Care Program proposal in the opinion of the Sheriff best serves the requirements of the Sheriff's Office. The successful proposal will be determined utilizing evaluation criteria outlined below. An Evaluation Committee will be appointed. Once each member of the Evaluation Committee has independently reviewed and ranked each proposal, the committee will meet and discuss the results of their initial rankings as compiled by the Buyer. Each proposal will be reviewed jointly for compliance with technical and administrative requirements. The Evaluation Committee may ask for clarifications which shall be communicated through the Buyer. The Evaluation Committee may also decide to interview or request oral presentations from the top ranked proposers which shall be arranged by the Buyer.

Once the Evaluation Committee reaches a consensus the Buyer will communicate the committee recommendation for award through the chain of command for final approval by the Sheriff or his representative. The Sheriff's Office intends to make a selection announcement no later than thirty (30) calendar days after the deadline for submission of proposals. Upon selection, the Sheriff's Office will issue a Letter of Intent to Award to the selected proposer and initiate contract negotiations. Contract negotiations must be completed no later than thirty (30) calendar days from the date of the Letter of Intent or the Sheriff's Office may elect to cancel the Letter of Intent and award the contract to the next most successful proposer.

12. EVALUATION OF PROPOSALS

Initially all proposals submitted will be reviewed to determine if the proposer is both responsive in terms of the completeness of the proposal package and responsible as per the qualifications outlined in paragraph ten (10) above. Proposals determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation.

Proposals determined to have met the minimum requirements will then be evaluated based on the following weighted criteria. These criteria relate directly to information required in Part D Proposal Response and are presented in the same outline. It is therefore important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. Part D Proposal Response offers details of the criteria below.

a. Proposer's Corporate and Organizational Capability and Support. Provide corporate officer's names, titles and positions held with the last three companies they were employed by.
b. References
c. Program Personnel and Staffing Plan
d. Medical Program Components and Detailed Plan for Delivery
e. Pharmacology
f. Medical Specialists and Specialty Services
g. Mental Health Programs and Detailed Plan for Delivery
h. Mental Health Diversion Program
i. Medical Records, Statistical Data Collection and Reporting
j. Quality Assurance & Control/Risk Management
k. Continuity of Service Transition Plan
l. Pricing
m. Equipment
n. Innovations and Added Value

13. CONTRACT TERMS

a. **Term.** The contract shall cover a three (3) year period. Upon mutual agreement, the contract may be renewed for two (2) additional one (1) year extensions based upon negotiations of service delivery and costs. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing, and must be approved by the Sheriff and the agent of the contractor. Should a decision be made to increase the scope of the contract, the Sheriff and the contractor will mutually agree, in writing, to an adjusted contract price.

b. **Liability and Insurance**. The Contractor assumes responsibility for any liability arising from the administration or delivery of health care services by their health care providers and employees. The Contractor, not the HCSO, will handle all lawsuits and all associated legal costs and settlements, if any.

The Contractor shall not commence any work in connection with this Contract until he has obtained all the following types of insurance and such insurance has been approved by the Hillsborough County Sheriff's Office, nor shall the Contractor allow any Sub-Contractor to commence work on his sub-contract until all similar insurance required of the Sub-Contractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

1) Worker's Compensation Insurance

The Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation Insurance for all the Latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous work under this contract at the site is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each Sub-Contractor to provide adequate insurance, satisfactory to the Hillsborough County Sheriff's Office, for the protection of his employees not otherwise protected. Worker's Compensation and Employer's Liability Statutory Coverage for Florida $1,000,000 Employer's Liability Broad Form All States Endorsement

2) Contractor's Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect him/her from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by himself or by anyone directly or indirectly employed by himself, and the amounts of such insurance shall be the minimum limits as follows:

Comprehensive General Liability $500,000
Bodily injury and property damage combined single limit.
Automobile Liability $500,000
Bodily injury and property damage combined single limit.

3) Other Insurance
Professional Liability $1,000,000 per occurrence and $3,000,000 in the aggregate
Extended Business Liability Endorsement
Broad Form Contractual Liability
Personal Injury Liability

4) The provider must show proof of agreement to maintain insurance coverage for events that occurred during the contract period seven (7) years after the last day of service.

c. **Equal Employment Opportunity**. The successful Contractor shall comply with all provisions of Federal, State and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap or national origin.

d. **Warranty against Contingent Fees**. The successful Contractor will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Contractor for the purpose of securing business.

e. **Subcontracts**. The Hillsborough County Sheriff's Office must approve, in advance, all subcontracts entered into by the Contractor for the purpose of completing the provisions of this contract. The Contractor will not sell, assign, transfer, nor convey any of its rights except with the written consent of the Sheriff or his designee.

f. **HIPAA Compliance - Security of Inmate Health Care Records.** Medical and psychiatric records are of a confidential nature. The Contractor will agree to establish procedures necessary to maintain the confidentiality of health care records

as required by law.

g. **Contractor Personnel.** The Hillsborough County Sheriff's Office may request replacement of any Contractor personnel believed unable to carry out the responsibilities of the contract and shall approve all appointments to the positions of administrator, medical director, supervising nurses, and other Contractor personnel. All Contractor personnel will be subject to a security/background check by the Sheriff's Office.

h. **Contractor Cooperation**. The Contractor shall maintain regular communications with the HCSO Contract Administrator and shall actively cooperate in all matters pertaining to this contract.

i. **Termination with or without cause**. Should the Contractor default on the terms of the contract resulting from this RFP, the Hillsborough County Sheriff's Office shall give the Contractor notice of such default and intent to terminate unless the Contractor successfully cures the conditions within the specified time period indicated in the notice. It shall be at the discretion of the Sheriff's Office to order the Contractor to stop work immediately and leave the premises or to reinstate the contract based upon corrective action. Notwithstanding the above, the Contractor shall not be relieved of liability to the Sheriff for damage sustained by the Sheriff's Office by virtue of any breach of the agreement by the Contractor.

   Either party may terminate the agreement, without cause, upon giving the other party not less than one hundred twenty (120) calendar day written notice of termination.

j. **Recovery of Expense due to Failure to Perform**. The services rendered under this contract will be critical to the mandated responsibilities of the Sheriff. Therefore, the Contractor will reimburse the Sheriff for all expenses incurred by the Hillsborough County Sheriff's Office in providing services which are the responsibility of the Contractor. Such expenses shall be reduced from the monthly payment due the Contractor.

k. **Ownership**. In the event the agreement is terminated prior to its expiration, all finished or unfinished documents, studies, correspondence, reports and other products prepared by or for the Contractor under this agreement shall become the exclusive property of the Sheriff's Office.

l. **Indemnification and Hold Harmless Agreement**. The Contractor agrees to indemnify and hold harmless the Sheriff, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from acts or omissions of the Contractor, its agents or sub-contractors. The Contractor shall carry malpractice insurance with the limits set forth in their proposal, evidenced by additional insured endorsement adding the Hillsborough County Sheriff's Office and its officers and employees as additional insured.

   The Contractor agrees to hold harmless the Sheriff, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from any injury or damage sustained by any person or property in consequence of any neglect in safeguarding contract work, by the Contractor, its agents or sub-contractors or from any claims or amounts arising or uncovered under any law, by-law, ordinance, regulation or decree.

m. **Payment for Services**. The Hillsborough County Sheriff's Office shall pay the successful Contractor for the provision of designated services during the term of the contract, in the amount of the proposal or other agreed upon sum, which shall be payable in no less than equal monthly payments paid in arrears.

n. **Third Party Reimbursement**. The Contractor will coordinate and manage third party or insurance reimbursement for Inmate Health Care Services. The Contractor will share all documentation received regarding third party claims quarterly with the Sheriff's Office. The Contractor will routinely pursue all insurance claims, and other means of subrogation, for medical treatment and services provided.

o. **Obligations of the Sheriff of Hillsborough County**. The Sheriff shall provide space, limited housekeeping, linens, laundering, facility fixtures, utilities, telephone service (excluding long distance charges) and security.

p. **Public Information.** Neither the Contractor nor the Sheriff shall publish any findings based on data obtained from the operation of the contract without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

q. **Research.** No medical research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without prior written consent of the Sheriff or his designee. The conditions under which research shall be conducted shall be agreed to by the Contractor and the Sheriff or his designee, and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the participation of an inmate as a subject.

r. **Standards Compliance**. The Contractor will provide health care services which meet or exceed the National Commission on Correctional Health Care (NCCHC) standards and will maintain medical accreditation for each facility by the NCCHC. Failure to meet or maintain medical accreditation shall constitute a material breach for contract termination.

The Contractor will provide services which comply with the Florida Model Jail Standards, Florida Administrative Code, County and Municipal Detention Facilities and Florida Corrections Accreditation Commission.

s. **Access to Management Information**. The Sheriff shall have the complete and unlimited right to access any and all information maintained by Contractor which may be needed to insure compliance with the contract terms and conditions, and to monitor contractual compliance. The Contractor shall make available all records or data requested.

t. **Permits and Licenses**. All permits and licenses required by Federal, State or local laws, rules and regulations necessary for the implementation of the work undertaken by the Contractor pursuant to the contract shall be secured and paid for by the Contractor. It is the responsibility of the Contractor to have and maintain the appropriate licenses and certificates valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for who a license or certificate is required.

14. APPROPRIATIONS OF FUNDS

The Hillsborough County Sheriff, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which the contract shall remain in effect. The Hillsborough County Sheriff's Office shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.

15. EXCEPTIONS TO PROPOSAL REQUIREMENTS

All proposals must clearly and with specificity detail all deviations to the exact requirements imposed upon the Proposer by the General Terms and Provisions (Part A), The Special Provisions (Part B) and the Technical Specifications (Part C). Such deviations should be stated upon the Proposal Response (Part D) or appended thereto. Proposers are hereby advised that the Hillsborough County Sheriff will only consider proposals that meet the specifications and other requirements imposed upon them by this package. In instances where an exception is stated upon the Proposal Response (Part D), said proposal will be subject to rejection by the Hillsborough County Sheriff in recognition of the fact that said proposal does not meet the exact requirements imposed upon proposer by the General Terms and Provisions , Special Provisions and Technical Specifications.

PART C - TECHNICAL SPECIFICATIONS

1. GENERAL PROGRAM REQUIREMENTS

The successful proposer shall be responsible for the administration of all health care services and payment for all health care costs for inmates detained in a Hillsborough County jail facility. Need for such health care shall apply to standard screenings and appraisals, pre-existing illness or injury, illness or injury suffered or contracted while in detention, and injuries suffered during the course of arrest by any law enforcement agency for any detainee booked at a Hillsborough County jail facility. The successful proposer will provide for twenty-four (24) hour a day emergency or immediate medical services to include emergency transportation and acute hospital services.

The Sheriff's Office shall develop the policies and procedures necessary to specify the role of medical services in a jail setting and to provide liaison between the Medical staff and HCSO detention personnel.

- The Inmate Health Care Program Medical Director will be a physician selected and employed by the HCSO. The Medical Director will be responsible for assuring the appropriateness and adequacy of patient care and treatment. The successful proposer will not share in the cost of providing a Medical Director.

- The HCSO Contract Administrator will be the Department of Detention Services Jail Division III Commander or his designee. The Contract Administrator will oversee the administrative requirements of program services and be the primary point of contact for the HCSO. All non-medical reports, issues, approvals, requests, grievances etc. will be routed through or provided to the HCSO Contract Administrator.

The successful proposer will be expected to provide comprehensive services that are legally defensible and which meet the NCCHC and FMJ Standards for Health Services in Jail facilities as well as Federal, State and local laws, statutes and ordinances governing health care service delivery.

The successful proposer will be expected to respond with a detailed description of the programs specified below. This listing is not intended to be all inclusive. Only some minimum requirements are offered as guidelines for program development. Proposers will be asked in the Proposal Response Part D to elaborate and expound upon their specific plan for providing services which shall reveal their experience and expertise.

2. PROGRAM OPERATIONAL REQUIREMENTS

The successful proposer will provide the following documentation of operational components:

a. Copies of clearly defined written agreements or memos of understanding with health care service providers such as hospitals, physicians, ambulance companies, and others for twenty-four (24) hour service. All subcontracts of every nature are subject to the approval of the Sheriff. Tampa General Hospital has a written contract with our present provider. The Sheriff's Office anticipates that this rate will also be extended to the successful proposer.

b. Well defined written operational policies and procedures to include, at a minimum, those required by the NCCHC and FMJ standards, and in concert with Hillsborough County Sheriff's Office policies and procedures for service delivery.

c. A comprehensive annual statistical report will be forwarded to the Sheriff in accordance with NCCHC and FMJ standards. In addition, monthly and daily statistics will be required by site and in total.

3. HEALTH CARE ADMINISTRATIVE STAFFING REQUIREMENTS

The successful proposer will be expected to provide the following administrative services and personnel:

a. One full-time Registered Nurse (RN) to act as the Director of Nursing and two full time RN's to act as Assistants to the Director of Nursing each assigned to one of the two jail facilities.

b. The successful proposer will describe the title and qualifications of the employee who will be assigned authority to oversee the contract management aspects of the program services and any other employees who will be considered

Administrative or Management staff.

c. Sufficient clerical support staff.

d. Training/Education Department. Describe your company's initial and ongoing educational and training programs and staffing model.

4. NON-ADMINISTRATIVE HEALTH CARE STAFF

Adequate health care personnel are required twenty-four hours, seven days a week (24/7) at each facility. All proposal pricing should be based on the minimum staffing requirements for each facility to efficiently operate the programs as proposed and in order to offer quality health care. The successful proposer will provide clear and detailed explanation of staffing requirements by job description, facility location, post assignment and shift schedule. Listings of all salaries and applicable benefits by category should be attached to the proposal.

Final staffing for the delivery of health services will be as mutually agreed upon during contract negotiations. Minimum staffing requirements are as follows:

a. Non-administrative nursing services 24/7 scheduled for 12 hour shifts coinciding with detention staff schedules. Nursing services will include but not be limited to the following:
   - Infirmary coverage at all times
   - Intake screening on all inmates' at time of booking
   - Health Appraisals
   - Medication distribution as prescribed
   - Sick call triage and follow up on a daily basis
   - Appropriate and timely responses to medical needs and emergencies
   - Physician support services
   - Psychiatric Support Services

b. Your proposal should include a staffing schedule for physicians and/or mid-level providers that will insure all inmates receive appropriate medical care in a timely manner. Physicians must have hospital and/or emergency room experience or be Board Eligible/Board Certified in internal and/or emergency medicine.

c. A Licensed Mental Health Professional to provide 24/7 routine and emergency care at both facilities.

d. An experienced emergency medical technician (EMT) on-site at each facility 24/7.

e. Medical Assistants and Technicians as required meeting program needs.

5. POST REGULATIONS

a. Written job descriptions and post orders defining the duties and responsibilities for all assignments must be posted at each facility. Copies of staffing schedules encompassing all health care staff are to be posted in designated areas and submitted to the HCSO Contract Administrator on a daily basis.

b. Actual shift coverage by Post will be verified by the submission of the HCSO duty roster by facility, each shift signed by appointed supervisor and submitted daily to the HCSO Contract Administrator.

c. Any Post left vacant in whole or in part of any shift will result in a credit to the HCSO based on salary plus benefits of the position assigned to that Post and for the hours the post is vacant. Additionally, the successful proposer will pay a penalty for position(s) not filled as required by the negotiated contract. Use the relief factor deemed suitable in your organization to insure one hundred percent coverage as per the staffing model submitted by proposer.

6. PATIENT CARE AND SCHEDULING

The HCSO's main objective is for inmates/patients to receive quality medical care in a timely fashion. The successful proposer shall be responsible for providing quality care for all persons scheduled to receive care on time as scheduled by proposer.
It will be the responsibility of the successful proposer to provide the level of staffing necessary to assure that those persons scheduled to be seen in sick call and all other clinics will be seen the day they are scheduled, regardless of other emergencies, unless the emergencies are of extraordinary nature. The successful proposer shall include in their response the maximum number of appointments that will be reserved for each clinic daily. Failure to examine and/or treat patients as scheduled will result in a fine as negotiated by contract.

The successful proposer will further describe their service goals and performance measures for each program to be offered. NCCHC standards must be followed as they relate to scheduling of patient care.

7. EMPLOYEE BACKGROUND CHECKS AND INSURANCE

The successful proposer shall provide the name, date of birth, local address, previous employment, social security number and copy of driver's license for all employment applicants. Prior to Sheriff's Office approval for employment, an applicant screening shall be conducted, coordinated with the Sheriff's Office, to include fingerprints and background check. Applicable licenses and/or certificates for all professional staff must be on file with the Hillsborough County Sheriff's Office prior to employment. In addition, malpractice insurance must be on file for all Physicians and Nurse Practitioners, and other professional or paraprofessional employees, if applicable.

The Hillsborough County Sheriff's Office may prohibit entry to any secure facility, or remove there from, a contract employee who does not perform his/her duties in a professional manner. The HCSO also reserves the right to search any person, property or article entering or leaving its facilities.

8. ORIENTATION AND SECURITY TRAINING

All employees of the successful proposer will be required to attend an Employee Orientation and any and all In-Service training as required by the Sheriff's Office for its employees. These sessions will be provided tuition free to the successful proposer.

9. QUALITY ASSURANCE AND CONTROL

A Quality Assurance and Control program will be on-going consisting of regularly scheduled audits of inmate health care services with documentation of deficiencies and plans for correction of deficiencies. The quality assurance plan shall include a provision for program and contract monitoring (peer review) on an annual basis by an "outside" correctional health care consultant, the results of which shall be made available to the Sheriff and the HCSO Contract Administrator.

The successful proposer will identify a Medical Grievance Coordinator. The Medical Grievance Coordinator will be responsible for meeting with all inmates who are requesting to file a medical grievance report within five days of the inmate's initial request. The Medical Grievance Coordinator will attempt to resolve the issue(s) presented by the inmate and will document what steps to resolution were completed. If the issue(s) cannot be resolved in this manner and the inmate files a medical grievance, the administration shall have ten calendar days to respond. Copies of all medical grievance requests, reports and resolutions shall be provided to the HCSO Contract Administrator. All grievances will be reviewed as part of the continuous Quality Assurance Program. Proposals must detail the Medical Grievance process beyond these minimum requirements.

10. INTAKE MEDICAL SCREENING

Based on structured inquiry and observation performed by qualified health care personnel, a medical screening will be conducted and documented for every detainee arriving at the facility twenty-four (24) hours a day, seven (7) days a week. Inmates must be medically cleared through this process before they are sent to general and/or designated housing. Proposals must detail the intake medical screening process.

Unconscious persons or a person who appears to be seriously injured must be referred immediately for emergency medical attention. Their admission or return to the jail is predicated upon written medical clearance from a hospital.

Drug and Alcohol screenings and testing as required by Florida Statute Title XXIII Chapter 316 Section 1933 are required in the medical intake screening process.

11. HEALTH ASSESSMENT

The HCSO would require a health assessment completed on every inmate no later than seven (7) days following their arrival/booking. As a point of reference, for the calendar year 2013 the number of persons arrested and still in custody after seven (7) days was 20,349.

Inmates detained for longer than one year will be provided with a health assessment annually.

12. PHARMACY SERVICES

Pharmacy and emergency pharmacy service, consistent with State and Federal Laws, FMJ Standards and/or regulations, monitored by a licensed, qualified pharmacist must be maintained. Prescribed medications must be available within eight (8) hours of the order of issue being written. Medications must be blister packaged for easy storage in the medication carts except for psychotropic medications which are to be dispensed in liquid form if so manufactured. Any medication delivery delays noted by the Medical Director could result in a written request to change pharmacy providers. All females will be tested for pregnancy prior to receiving any medications.

Dispensing of medications will be recorded to provide documentation that inmates are receiving and ingesting their prescribed medications. The facility has a “crush, open or pour” policy. Documentation will also be required when an inmate's ordered medication was not administered. The chart will indicate why, and if the inmate refused, what reason was given.

The successful proposer will be required to cooperate with the local coordinator of the AIDS Drug Assistance Program (ADAP) and refer HIV+ inmate to the onsite case manager.

13. MEDICAL SPECIALIST ON-SITE SERVICES

Diagnosis and treatment requiring the following specialization services must be sufficient to provide for emergency care and as medically required for inmates at jail facilities. Care is to be provided on-site and within a reasonable amount of time.

a. Dentistry
b. Orthopedic
c. Optometry
d. Nephrology – Dialysis equipment is available on-site.
e. Radiology – XRAY machines available at both facilities.
f. Lab tests, EKG or other testing.
g. HIV Specialty Care
h. Obstetrics/Gynecology

Off-site visits for specialist appointments should be managed and must be approved by the Medical Director.

14. PARTNERSHIPS

Describe your company’s use of partnerships or agreements with local universities or other resources to provide/enhance specialty medical services.

15. TELEMEDICINE

Describe your company’s utilization of telemedicine as part of patient care delivery options.

16. MENTAL HEALTH PROGRAMS

Mental Health programs will be developed by the successful proposer for the referral, evaluation and treatment of inmates. The program will include but not be limited to the following:

a. All inmates referred for mental health evaluation will receive a comprehensive diagnostic examination including a psycho-social history and mental status evaluation. This examination will include an assessment of suicidal risk, potential for violence and special housing needs.

b. When isolated for psychiatric purposes, inmates shall be examined by a Licensed Mental Health Professional or designee within twenty-four (24) hours after initial confinement. Psychiatric evaluation must support confinement of inmates based on risk of physical danger to self or others. A Licensed Mental Health Professional or designee will be responsible to determine and document in the medical record when an inmate should be returned to the general population.

c. All inmates on direct or psychiatric observation will be seen daily by the psychiatrist or his designee.

d. Psychotropic medication will be used when appropriate and will be dispensed only in liquid form when so manufactured. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All persons currently taking psychotropic medication upon arrival in booking will be seen by the psychiatrist, physician or nurse practitioner within 72 hours. A medical evaluation and routine lab work should be performed on those persons who require segregation and psychotropic medications.

e. Alcoholism services will be offered to those inmates who are referred to the program for health problems and who also have alcohol related problems. These services will be provided by medical and mental health professionals and should include monitoring for withdrawal.

f. Treatment plans will be developed for all mental health referrals to include case findings, follow up referrals, liaison work and post release planning.

17. CLOSE OBSERVATION AND CONFINEMENT

Housing guidelines will be provided for inmates requiring close observation and/or segregated confinement for administrative reasons. All inmates assigned this classification, segregated from the general population whether for chronic or convalescent care, psychiatric care or observation or for non-medical reasons must be seen by a medical professional a minimum of three (3) times per week. The successful proposer will describe their method of monitoring and handling the care of inmates under close observation and confinement.

Persons presented to central booking while under the influence of alcohol or drugs must be evaluated for potential withdrawal symptoms. If determined by medical authority that the person is at risk of experiencing withdrawal symptoms, said person will be housed in a medical pod where they will receive medical observation and when indicated, protocols for detoxification.

18. MENTAL HEALTH DIVERSION PROGRAM

The HCSO along with Hillsborough County government and local mental health agencies have entered into an agreement to provide pretrial mental health diversion services to eligible persons. The successful proposer must provide adequate mental health professionals and support services to facilitate operation of this program. The Diversion Office is staffed twelve (12) hours per day.

The Mental Health Diversion Program is designed to divert individuals presenting at booking on misdemeanor charges who exhibit mental health issues to community resources rather than incarceration. The responsibility of the successful proposer in regard to the Diversion Program is to identify, assess and determine arrestee suitability and coordinate referral services with the various resource agencies available. The HCSO is responsible for providing information on available resources.

Funding for the Mental Health Diversion program is independent from the general Inmate Health Care program. The price of operating this program should be noted separately in your response and invoiced separately. As per Part B, Paragraph 14 Appropriations, the Hillsborough County Sheriff's Office shall, upon receipt of notice that sufficient funds are not available to

continue its full and faithful performance under the contract of the Mental Health Diversion Program, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.

19. HOSPITALIZATION AND OFFSITE SPECIALTY SERVICES

The successful proposer will be responsible for all costs associated with hospitalization, all off-site specialty services, inclusive of diagnostic and treatment procedures, and emergency transportation services up to an annual limit of $40,000 per incident per inmate or $80,000 per incident per year, when such costs affect more than one inmate from any illness or injury resulting from the same occurrence. Inmates returning from hospitalization or off site appointments are to be assessed upon their return by medical personnel. A note regarding this review with reference to follow up in-house must be documented in the inmate medical record. Billing for these costs will be separate from general Inmate Health Care services.

Prior to booking, medical costs are pass through and the responsibility of the HCSO. However, the successful proposer is responsible for seeking out and obtaining reimbursement from third parties prior to invoicing the pass through costs.

20. PREGNANCY PROGRAM

The successful proposer shall define an Obstetrics/Gynecology program. Pregnant inmates are housed in the infirmary.

21. MEDICAL CLEARANCE FOR INMATE WORKERS

Medical examinations for all inmate workers and trustys assigned to work in food services or programs outside jail facilities must be completed prior to placement in the assignment. Inmate worker medical clearances must include general examination of overall physical and mental health with specific reference to evidence or testing for communicable diseases.

22. MEDICAL RECORDS

The successful proposer must implement within the first one hundred eighty (180) days from contract commencement an Electronic Medical Records System, unless such installation is delayed due to circumstances beyond the proposer's control. Should the successful proposer cease providing healthcare services to the Sheriff for any reason, the Sheriff may continue to utilize the EMR system with no additional financial obligation by the successful proposer and under the terms and conditions agreed upon between the Sheriff and EMR provider.

Individual health care records will be initiated and maintained for every inmate regarding medical, dental or mental health services as a result of the inmate screening process, health appraisal, medical clearance, sick calls, hospitalizations or any service as provided to the inmate during their detention period. The health record will not be combined with the custody record. Confidentiality of medical records will be assured. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.

Medical summaries or certifications must be produced to accompany inmates for inter-agency transfers. Proposer must describe intra-system transfer protocols and procedures in accordance with NCCHC standards.

Medical data necessary for the classification, security and control of inmates will be provided to the appropriate Sheriff's Office personnel. Medical records will be made available to the Sheriff's Office when required to defend any caused action by any inmate against the Sheriff. Information concerning any court or legal documents affecting inmates and the successful proposer must be provided, in writing, to the HCSO Contract Administrator prior to the close of the shift of service/receipt.

While paper records are still in use, inactive medical records are scanned and filed electronically by HCSO staff in accordance with state standards. The successful proposer will be granted access to those files for medical history reference. The successful proposer must determine if an inmate has been previously incarcerated in an HCSO facility. If so, the inmates' previous medical record will be accessed and the "problem list" from all prior incarcerations must be printed and placed in the current medical record.

While paper records are still in use, if an inmate's medical record is lost or misplaced and cannot be located within eight (8) hours

of the discovered loss, the successful proposer's Director of Nursing and the HCSO Medical Director and HCSO Contract Administrator shall be verbally notified and a duplicate record shall be immediately generated. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined into one. Failure to locate a lost medical file within 24 hours will result in a fine as negotiated.

Proposers must describe procedures for responding to medical records release requests.

23. MEDICAL CHARGE SLIPS

Charge slips are used to gain the inmate's acknowledgement of services provided and fees to be charged to their inmate account for those services. The charge slips shall be initiated and completed by medical personnel and then forwarded to HCSO staff for entry in the accounting system.

24. DISASTER PLAN ROLES

The successful proposer shall agree, in times of emergency, whether accidental, natural or caused by man, to provide medical assistance to the Hillsborough County Sheriff's Office to the extent or degree required by Sheriff's Office policy and procedure. The successful proposer will be expected to document their health care staff roles in the jail disaster plan.

25. STATISTICAL REPORTTING AND SCHEDULED REVIEWS

a. All reports should be provided to the HCSO Contract Administrator
b. Narrative reports shall be submitted on the fifth calendar day of each month with data reflecting the previous month's workload to include:
   - Inmates requests for various services
   - Inmates seen at sick call
   - Inmates seen by physician
   - Inmates seen by dentist
   - Inmates seen by psychiatrist
   - Inmates seen by psychologist
   - Infirmary admission, patient days, average length of stay
   - Mental Health admissions
   - Off-site hospital admissions
   - Medical specialty consultation referrals
   - Intake medical screening
   - History and physical assessments
   - Psychiatric evaluations
   - Diagnostic studies
   - Report of third party reimbursement, pursuit and recovery
   - Percentage of inmate population dispensed medication
   - Inmates testing positive for venereal disease
   - Inmates testing positive for AIDS or AIDS Antibodies
   - Inmates testing positive for TB
   - Inmate mortality
   - Number of hours worked by entire medical staff, specifying each post or shift
   - Other data deemed appropriate by the Department of Detention Services Commander or HCSO Contract Administrator

c. Offsite activity/cost report by the 20th of each month. HCSO is requiring all offsite cost reports outlining offsite, outpatient, inpatient, Emergency Room visits and Clinical Service visits.

   - A daily report for the previous twenty-four (24) hours submitted prior to 9:00 a.m., to include:
   - Transfers to off-site hospital emergency departments
   - Communicable disease reporting
   - Suicide data (i.e., attempts and precautions taken)
   - Report of status of inmates in local hospitals and infirmaries
   - Staffing rosters
   - Submit completed medical incident report copies
   - Submit completed medical grievance report copies
   - A list of lost medical files
   - Intake screenings performed
   - Health Appraisal status report

d. Documented staff meetings will be held on a regularly scheduled basis between health care administrative staff and the HCSO Contract Administrator to evaluate statistics, cost of services, program needs, problems and coordination between custody and medical personnel.

e. A written manual of standardized policies and defined procedures approved by the health care authority and the Hillsborough County Sheriff's Office must be reviewed at least annually and revised as necessary.

26. CONTINUITY OF SERVICE TRANSITION PLAN

Inmate Health Care Services are currently provided by Armor Medical. The Sheriff's Office requires complete coordination between the incoming and outgoing contractors to facilitate a smooth transition and prevent any service interruption if such is the result of this RFP. Describe in detail how your company will transition between providers. If the transition includes retaining employees from the current provider describe how benefits and accrued leave are to be treated.

27. OTHER MISCELLANEOUS REQUIREMENTS

a. Health Care staff shall be responsible for all housekeeping duties in the infirmary with the exception of cleaning the floors, bath rooms, showers and vents.
b. Inmates will not be allowed to provide any health care services, including record keeping.
c. All outside medical consultations/treatment shall be coordinated in advance with the Department of Detention Services Transportation Bureau.
d. The successful proposer shall be responsible for the disposal of all medical, contaminated or hazardous waste and associated cost. This material must be removed from within the facility to a secured area and disposed of in accordance with all Federal, State and local laws.
e. The successful proposer shall make arrangements for body cavity searches to be conducted off site by medical personnel other than those who currently provide care to inmates in the custody of the Sheriff, in accordance with NCCHC Standards.
f. Health Care staff shall respond to acute medical and emergency needs of Hillsborough County Sheriff's Office on duty staff and visitors. Services provided must be documented.

28. ADDITIONAL FINANCIAL RESPONSIBILITY

In addition to the expenses associated with providing all the aforementioned programs the successful proposer will also be responsible for all costs related to but not limited to the following:

- Medical supplies
- Office equipment and supplies
- Reimbursement for all long distance telephone charges incurred using Sheriff's Office telephone extensions
- Reimbursement for printing costs on medical printers provided by HCSO
- All Federal and INS offsite costs are “pass through” to those agencies.

29. EQUIPMENT AND OFFICE FURNITURE

The Hillsborough County Sheriff's Office owns the existing clinic equipment. In the event that additional equipment with a value of $1,000 or more is required during the term of the contact, a written description of the equipment and justification for its purchase must be forwarded to the HCSO Contract Administrator who will present the request for consideration as a capital budget item.

Equipment maintenance, service plans, inspections, calibrations and certifications as required will be the responsibility of the successful proposer. Copies of reports of these activities will be provided to the HCSO Contract Administrator. Repair costs less than $1,000 will be the responsibility of the successful proposer. Repairs exceeding $1,000 will be reviewed and approved by the HCSO Contract Administrator prior to commitment to the repair unless it is an emergency.

If any proposal includes additional equipment needs to satisfy the proposed service plan, include the cost of that equipment separately from the basic specifications. Justification for the equipment must be included.

The Sheriff's Office will provide a reasonable amount of office furniture to include desks, chairs, and filing cabinets for successful proposer. Any additional furniture requirements and the justification for it should be presented during contract negotiations.

30. AVERAGE DAILY POPULATION STATISTICS

The successful proposer will provide comprehensive inmate health care services and medical personnel and other program staff to carry out the services described in this proposal at a base price per year for a three (3) year period. To assist with the determination of proposed contract price, the average daily population (ADP) history and projections are listed below:

Year	Total Booked	ADP	ADP % Change
2010	51,227	3,278	
2011	29,083	3,104	-5.31 %
2012	45,984	3,008	-3.09%
2013	45,454	2,895	-3.76%
	Projected		
2014	45,110	2,850	-1.55%
2015	45,787	2,893	1.50%
2016	46,702	2,951	2.00%
2017	47,870	3,024	2.50%

The HCSO will compensate the contractor on a monthly basis at the rate of 1/12 of the annual contract cost. Price must be all inclusive of program costs. Any expenses incurred that are in excess of the guaranteed costs would be absorbed by the successful proposer. The methodology used in determining the price should be included in the proposal as well as the expense categories and percentages applied to each.

Additional 2013 Statistics for combined facilities

Fourteen Day Health Appraisals	14,608
Detained over seven days	20,349
Annual Health Appraisals	266
Sick Call	19,250
Health Care Provider Encounter	17,359
Dental Exams	4,609
Mental Health Care Encounters	20,682

PART D - PROPOSAL RESPONSE

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

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

* * * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS PROPOSAL TO BE CONSIDERED BY THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE.

1. EXCEPTIONS TO GENERAL TERMS AND CONDITIONS, SPECIAL PROVISIONS AND SPECIFICATIONS

ANY REPRESENTATION (BELOW) OR EXCEPTION(S) NOTED MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE. **ALL PROPOSERS SHOULD CAREFULLY READ PARAGRAPH 15 OF THE SPECIAL PROVISIONS (PART B)**.

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions (Part A), the Special Conditions (Part B) and the Technical Specifications (Part C), upon which this Proposal is based, to wit:

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2. VENDOR NAME AND ADDRESS:

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

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

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

3. PROPOSAL RESPONSE

Please include in your proposal response the details that will evidence how your plans and programs will assist the HCSO in containing cost, increasing efficiency and providing quality health care services. As mentioned in Special Provisions Part B, Paragraph 13, the outline below corresponds with the criteria on which we will evaluate your proposal in reference to our needs and to the proposals of others. It is therefore important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. Include narratives, graphs, reports etc.

Title pages are provided with a summary of the information to be included in each section of the response. We are looking for you to expound upon those guidelines to reveal your experience and expertise.

Response Sections are titled:

A. Proposer's Corporate and Organizational Capability and Support. Provide corporate officer's names, titles and positions held with the last three companies they were employed by.
B. References
C. Program Personnel and Staffing Plan
D. Medical Program Components and Detailed Plan for Delivery
E. Pharmacology
F. Medical Specialists and Specialty Services
G. Mental Health Programs and Detailed Plan for Delivery
H. Mental Health Diversion Program
I. Medical Records, Statistical Data Collection and Reporting
J. Quality Assurance & Control/Risk Management
K. Continuity of Service Transition Plan
L. Pricing
M. Equipment
N. Innovations and Added Value

Part D: Proposal Response

Section 3A- Proposer's Corporate and Organizational Capability and Support. Company Overview

History, Years in Business, Mission Statement

Corporate Organizational Structure: Principal Stakeholders,
General Management Resumes

Provide corporate officer's names, titles and positions held with the last three companies they were employed by.

Financial Statements

Insurance – General Liability, Workers Comp, Malpractice/Professional Liability

Accreditations

List current number of health care contracts held by your company and how many were start ups in the last twelve months.

List any service agreements or sub-contracts and give a brief description of services to be provided by each. (Copies of each agreement will be required for approval by the Sheriff in negotiation).

Describe your procurement practices for supplies and pharmaceuticals (use of centralized purchasing, cooperative contracts etc.)

Section 3B - References of Current Customers

Provide a minimum of three references of current customers.

Include for each reference the following minimum information:

Name of institution
Location
Inmate capacity
Contact person
Telephone
Email address

Section 3C - Program Personnel & Staffing Plan

Provide listing and number of all job positions to be filled, description of job duties, qualifications, licensing requirements and pay scale for each.

Describe hiring practices and methods of recruitment and retention, background checks and licensing.

Indicate the percentage of staff hired through a staffing agency and which agencies are utilized.

Provide staff turnover ratio by position or job classification.

Provide staffing reports and penalties paid or payments credited due to lack of staffing over the last 12 months for each contract per site and what the percentage the penalties are of the annual contract price.

Describe orientation, preceptor program, training, staff development programs and employee performance evaluation methods.

Provide program personnel organizational structure and
Administrative Staff duties.

Provide a one month staffing schedule for each position at each location (FRJ and ORJ). (Use 12 hour shift schedules for non-administrative nursing and paramedic staff)

Part D: Proposal Response

Section 3D - Medical Program Components and Detailed Plan for Delivery

Describe in detail your procedures for each of the following program components. Include staff to be used and documentation procedures.

Intake Screening

Health Appraisal

Patient Care Scheduling, Sick call and Triage

Close observation & Confinement

Pregnancy

Medical Clearance

Section 3E – Medical Specialists, Specialty Services

Describe how inmate medical needs requiring Medical Specialist diagnosis or treatment will be obtained, arranged, scheduled or otherwise provided on site.

List Specialty Services to be provided on-site.

Describe any use or experience in using local university resources for medical specialists.

Describe how the need for off-site services will be determined, scheduled and carried out.

Describe the process for emergency hospitalizations, scheduled hospitalization and follow up processes.

Describe the process for ordering lab tests, XRAYS and EKG's

Describe your company's use of Telemedicine in terms of providers and delivery options.

Section 3F – Pharmacology

Describe preferred medication dispensary methods and schedules and other handling and processing of controlled substances.

Describe any electronic administration of pharmaceuticals such as packaging, recording, tracking, ordering, dispensing.

Identify your pharmaceutical provider and include information about that company's operational procedures and any contractual relationship.

Part D: Proposal Response

Section 3G - Mental Health Programs and Detailed Plan for Delivery

Mental Health personnel – titles and staffing schedules

Describe housing, observation levels with precautions of psychiatric inmates.

Handling of referrals, evaluations and assessments.

Use and monitoring of psychotropic drugs.

Use and monitoring of the need for segregation or confinement.

Substance Abuse programs and treatments.

Case plans, referrals, post release planning.

Section 3H - Mental Health Diversion Program

Describe your plan for staffing the Diversion program.

Part D: Proposal Response

Section 3I –Medical Records, Statistical Data Collection and Reporting

Describe how Medical Records are entered and managed.

Describe the steps taken to protect inmate confidentiality.

Describe methods used for gathering statistical data.

Describe daily, monthly, annual reporting of statistical data including the type of report and data to be included.

Propose a schedule for intra and inter-office staff meetings and at what levels.

Part D: Proposal Response

Section 3J - Quality Assurance & Control/Risk Management

List any claims or lawsuits pending and the nature of same.

Describe all claims or suits against your company over the past three (3) years and explain the outcome of each.

Describe how inmate grievances will be handled.

Describe employee performance evaluation guidelines and performance monitoring.

Describe internal and external audit schedules.

Section 3K – Continuity of Service Transition Plan

Describe your plan to transition into service and implement program changes without interruption to inmate care.

Indicate if your program includes retaining any current contractor personnel and if so how will accrued benefits be addressed.

Part D: Proposal Response

Section 3L – Annual Pricing

I. FIRST YEAR OF CONTRACT

A. Inmate Health Care Based on Projected ADP of 2,850 $ _____/Year

B. Mental Health Diversion Program $_____/Year

II. SECOND YEAR OF CONTRACT

A. Inmate Health Care Based on Projected ADP of 2,900 $ _____/Year

B. Mental Health Diversion Program $_____/Year

III. THIRD YEAR OF CONTRACT

A. Inmate Health Care Based on Projected ADP of 2,950 $ _____/Year

B. Mental Health Diversion Program $_____/Year

IV. TOTAL COST FIRST THREE YEARS

A. INMATE HEALTH CARE $ _____(3) Year Total

B. MENTAL HEALTH DIVERSION $ _____(3) Year Total

Provide the method used to calculate the above cost.

_____

_____

_____

List expense categories and percentage of total each represents e.g. Employee Benefits and Salaries, Medical Supplies, Pharmaceuticals etc.

Expense Category	Percentage of Cost

Section 3M - Equipment

Describe any equipment needed to provide proposed health care plan.

List any equipment purchases required prior to start up and the cost of acquisition.

List any equipment preferred to be purchased within the first year of the program, if any.

DO NOT INCLUDE COST OF EQUIPMENT IN PRICING

Section 3N - Innovations and Value Added Programs

Provide information on programs, processes, equipment or innovations in any area that bring added value to your proposal.

Part D: Proposal Response

SECTION 4: VENDOR INFORMATION & AFFIRMATION

VENDOR NAME AND ADDRESS

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

FEDERAL TAXPAYER IDENTIFICATION NUMBER_____

REMIT TO ADDRESS IF DIFFERENT FROM ABOVE: _____

TELEPHONE NUMBER (_____)_____ FAX NUMBER: (_____)_____

CONTACT PERSON:_____

OUR COMPANY HAS BEEN IN BUSINESS UNDER ITS PRESENT NAME SINCE:_____

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

The above named Proposer affirms and declares:

1. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this proposal or in the contract proposed to be entered into;

2. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud;

3. That the Proposer is not in arrears to Hillsborough County or the Sheriff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;

4. That no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this proposal; in the performance of the contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

The undersigned also agrees that this proposal shall remain open for an evaluation period of sixty (60) calendar days following the opening of proposals.

Respectfully submitted,

By _____
(Please Print)
Title_____

Date_____

Signature_____

STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to respond to this requirement, please return this form by fax or email to:

Janice Wilder, Sr. Procurement Analyst
Hillsborough County Sheriff's Office
Ph: 813-247-8029 Fax: 813-242-1826
jwilder@hcso.tampa.fl.us

Or mail to Hillsborough County Sheriff's Office, Office of the Comptroller, Purchasing Unit
P.O. BOX 3371
TAMPA, FL 33601

We, the undersigned, have declined to respond to your Proposal No.9-14for Inmate Health Care Services for the following reasons:

_____Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation for Proposal.

_____We do not offer this service.

_____Our work schedule would not permit us to perform.

_____Unable to meet specifications.

_____Unable to meet Bond Requirements.

_____Specifications unclear (explain below).

_____Remove our company from your vendor list.

_____Other (specify below)

_____

_____

_____

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

PLEASE PRINT - COMPANY NAME_____

COMPANY OFFICER_____

TELEPHONE NUMBER_____

DATE_____

SIGNATURE_____

EVALUATION SCORE SHEET VENDOR NAME: _____

Evaluation Criteria	Points Available	Points Awarded
A. Company Overview	30	_____
B. References	50	_____
C. Program Personnel & Staffing	50	_____
D. Medical Program Components	50	_____
E. Pharmacology	20	_____
F. Specialty Services	20	_____
G. Mental Health Program	30	_____
H. Mental Health Diversion Program	10	_____
I. Medical Records	40	_____
J. Quality Assurance/Risk Management	50	_____
K. Pricing (Points calculated by Buyer using ratio formula)	50	See Tab Sheet XX

TOTAL POINTS AVAILABLE (NOT INCLUDING PRICE) 350 TOTAL AWARDED _____

L. Innovations and Value Added Programs	+25 Bonus Points	_____

What are the strongest points of this proposer?

_____

_____

_____

What are the weakest points of this proposer?

_____

_____

_____

_____

General comments/clarifications/questions

_____

_____

_____

Name of evaluator_____ Date_____

Below is an example of the information required on the OUTSIDE of your Proposal Package.
You may use this as a label if you wish.

DAVID GEE, SHERIFF
2008 E. 8TH AVE
TAMPA FL 33605

ATTN: PURCHASING
CALL 813-247-8034

BID PACKAGE SUBMITTAL

RFP/BID # 9-14 Inmate Health Care

OPENING DATE & TIME:

July 7, 2014 3:00 pm