



## **Purchasing Department**

A Department of the Tulsa County Budget Board  
Tulsa County Administration Bldg. • 500 South Denver  
Tulsa, Oklahoma 74103-3832 • (918) 596-5000  
FAX (918) 596-4647

**LINDA R. DORRELL**  
Purchasing Director

JUNE 27, 2016

### **NOTICE TO PROPOSERS**

WE ARE REQUESTING PROPOSALS FOR THE TULSA COUNTY SHERIFF'S OFFICE FOR THE FOLLOWING:

#### **COMPREHENSIVE INSTITUTIONAL HEALTHCARE SERVICES**

ATTACHED ARE THE SPECIFICATIONS:

THERE IS A MANDATORY PRE-PROPOSAL CONFERENCE AND SITE TOUR AT 10:00 A.M. CST IN TRAINING ROOM 4 AT THE DAVID L. MOSS CRIMINAL JUSTICE CENTER ON THE 12<sup>TH</sup> DAY OF JULY, 2016. **PROPOSALS WILL NOT BE ACCEPTED FROM VENDORS WHO HAVE NOT ATTENDED THE PRE-PROPOSAL CONFERENCE.**

PROPOSER SHALL STATE IF HIS PROPOSAL STRICTLY MEET THESE SPECIFICATIONS, AND IF NOT PROPOSER SHALL LIST EACH VARIATION THEREFROM. **SEALED PROPOSALS WILL BE RECEIVED BY THE COUNTY CLERK, ROOM 117, IN THE RAY JORDAN TULSA COUNTY ADMINISTRATION BUILDING, TULSA, OKLAHOMA UNTIL 4:00 P.M. CST ON THE 12TH DAY OF AUGUST, 2016. PROPOSALS WILL BE OPENED AT 9:30 A.M. CST AT THE BOARD OF COUNTY COMMISSION MEETING ON THE 15<sup>TH</sup> DAY OF AUGUST, 2016.**

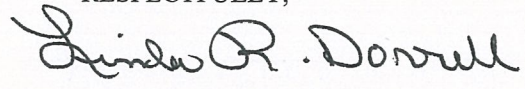
**"AFFIDAVIT FOR FILING WITH COMPETITIVE BID" FORM MUST HAVE ALL BLANK SPACES FILLED IN, BE SIGNED, NOTARIZED, AND RETURNED WITH BID OR BID WILL NOT BE ACCEPTED". OUT OF STATE BIDDERS SHOULD CHANGE STATE OF OKLAHOMA AT THE TOP OF THE FORM TO INDICATE STATE WHERE BIDDER IS LOCATED.**

**"INTERESTED BIDDERS MUST COMPLETE THE W-9 FORM IN FULL AND RETURN IT WITH THEIR BID OR BID WILL NOT BE ACCEPTED".**

**"BIDDERS DELIVERING BIDS IN PERSON MUST WAIT UNTIL A COUNTY CLERK EMPLOYEE RECEIVES AND TIME STAMPS THE BID BEFORE LEAVING".**

PLEASE SUBMIT **ORIGINAL PROPOSAL AND FIVE (5) COPIES** IN THE ENCLOSED SELF-ADDRESSED ORANGE ENVELOPE. THE ORANGE ENVELOPE MAY BE USED AS A LABEL. THE BOARD OF COUNTY COMMISSIONERS RESERVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE INFORMALITIES OR MINOR IRREGULARITIES IN ANY PROPOSAL.

RESPECTFULLY,

A handwritten signature in black ink that reads "Linda R. Dorrell". The signature is written in a cursive style with a large initial "L" and a distinct "R".

LINDA R. DORRELL  
PURCHASING DIRECTOR

LRD/tah

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF OKLAHOMA

COUNTY OF \_\_\_\_\_

} SS

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says, that  
PRINT OR TYPE NAME OF AGENT AUTHORIZED BY BIDDER  
(s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any county official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any county official concerning exchange of money or other thing of value for special consideration in letting of a contract.

\_\_\_\_\_  
SIGNATURE OF AGENT AUTHORIZED BY BIDDER

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC (OR CLERK OR JUDGE)

My Commission expires \_\_\_\_\_, \_\_\_\_\_.

**NOTE:**

Each competitive bid submitted to a county, school district or municipality must be accompanied by this properly completed Affidavit as required by 74 O.S 1981 § 85.24. Bidder shall be disqualified if Affidavit:

1. Is **not** properly completed.
2. Does **not** accompany bid.

# **TULSA COUNTY SHERIFF'S OFFICE**

**Vic Regalado, Sheriff**



## **REQUEST FOR PROPOSAL**

**Comprehensive Institutional Healthcare  
Services**

**The David L. Moss Criminal Justice Center  
("facility")**

**300 N. Denver Ave., Tulsa, OK 74103**

**June 27, 2016**

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**DEFINITIONS:**

<b>ACA:</b>	American Correctional Association
<b>ACIP:</b>	Advisory Committee on Immunization Practices
<b>BOCC:</b>	Board of County Commissioners
<b>CQIP:</b>	Continuous Quality Improvement Program
<b>CDC:</b>	Centers for Disease Control and Prevention
<b>CQI:</b>	Continuous Quality Improvement
<b>CRNP:</b>	Certified Registered Nurse Practitioner
<b>DLM:</b>	David L. Moss Criminal Justice Center
<b>ED:</b>	Hospital Emergency Department
<b>DOC:</b>	Department of Correction
<b>GAAP:</b>	Generally Accepted Accounting Practices
<b>HSA:</b>	Health Services Administrator
<b>HCP:</b>	Health Care Practitioner
<b>ICE:</b>	U.S. Immigration Customs Enforcement
<b>LPN:</b>	Licensed Practical Nurse
<b>MAC:</b>	Medical Administrative Council Meeting
<b>MAR:</b>	Medication Administration Record
<b>NCCHC:</b>	National Commission on Correctional Health Care
<b>OSHA:</b>	Occupational Safety and Health Administration
<b>OTC:</b>	Over-the-counter medications
<b>PAC:</b>	Physician Assistant
<b>PREA:</b>	Prison Rape Elimination Act
<b>PTC:</b>	Pharmacy and Therapeutics Committee

**RFP:** Request for Proposal  
**RN:** Registered Nurse  
**STD:** Sexually Transmitted Diseases  
**TCSO:** Tulsa County Sheriff's Office  
**UM:** Utilization Management Systems  
**UR:** Utilization Review  
**USM:** U.S. Marshall  
**VDRL:** Venereal Disease Research Laboratory

## INTRODUCTION:

The Board of County Commissioners of Tulsa County; hereinafter referred to as "BOCC", on behalf of the Tulsa County Sheriff's Office invite all qualified individuals and firms hereinafter referred to as "Vendors" experienced in the delivery and management of correctional healthcare to submit a proposal for inmate healthcare for the Tulsa County Sheriff's Office.

It is the intent of these specifications to secure a high quality, comprehensive and all inclusive health care delivery system for the inmates at the David L. Moss Criminal Justice Center. The BOCC intends for the initial term of the contract to commence November 1, 2016 through June 30, 2017 with optional additional one year renewals upon mutual agreement of both parties. The successful vendor shall meet the following general requirements:

- A. Provide clinically necessary medical/dental/psychiatric services to all inmates, principally on-site, as effectively and efficiently as possible to the County. All services must meet or exceed the minimum standards established by the American Correctional Association's Commission on Accreditation, the National Commission on Correctional Health Care (NCCHC), Prison Rape Elimination Act (PREA) and the U.S. Immigration Customs Enforcement (ICE).
- B. Operate under American Correctional Associations Health Care Performance Based Standards for Jails, the NCCHC criteria for accreditation and the Federal Standards established by PREA and ICE for the full duration of the contract, without any lapses.
- C. Establish and carry out a written health care plan with clear objectives, policies and procedures and on-going audits consistent with the American Correctional Associations HealthCare Performance Based Standards for Jails and standards of NCCHC as well as periodic audits conducted by the Federal PREA standards committee and ICE.
- D. Maintain complete and accurate records of all medical, dental and mental health care. Additionally, the vendor shall collect, analyze, and distribute health statistics on a regular basis, as defined by ACA, NCCHC, and TCSO. The vendor shall also coordinate a "discharge planning program" with the Mental Health Community to better facilitate a jail diversion program for those released from said detention center.
- E. Operate the health care program in a humane manner with respect to the inmate rights to basic health care services.
- F. Maintain an open and collaborative relationship with all agency personnel and operations staff.



- G. Collect, analyze and distribute health statistics on a regular basis and as needed to appropriate agency administrative personnel.

## **FACILITY BACKGROUND:**

The David L. Moss Criminal Justice Center (“facility”) is a 520,000 sq. ft. pod designed county jail with a maximum capacity of 1714 beds. The facility was built and opened in 1998. The facility houses pre-trial and sentenced adult males and females under minimum through maximum security. The facility also houses pre-trial juveniles, ages 13 –17, charged with serious offenses. The current daily population averages 1,650. The facility is both ACA and NCCHC accredited.

The management style of the facility is direct supervision with medical care provided on-site. The facility contains an infirmary area including 2 medical exam rooms, 1 treatment room, 2 dental exam rooms (1 with x-ray), pharmacy, x-ray room, holding room, records room, managerial offices, 8 negative pressure medical cells, 4 observation medical cells, and 16 inmate reception areas.

In December of this year, 2016, the facility will open four additional housing units (38,000 sq. ft.); two (2) will be minimum security dorm style housing and two (2) will be mental health specific. The first of the mental health housing units will be restrictive housing of sorts, with a step down program ranging from Level 1, suicidal/homicidal, to a Level 2, which are those who have difficulties functioning properly even when on medication. Level 3 will encompass those that are functioning properly with assistance of medication and Level 4 will be those who are functioning at the level of integration back with the general population. Levels 1 – 3 are housed in one unit that is restrictive in nature for levels 1 and 2, but when Level 3 is achieved, those inmates are allowed access to a common area/day room. Level 4 is housed next door in a dormitory style housing unit.

Unit A – General Population – 160 beds

Unit B – Mental Health Medium Security – 79 beds

Closed watch mental health segregation pods – 26 beds

Within the mental health restrictive housing unit, the Mental Health personnel will office which will allow for a higher level of care and observance. Also available in the mental health units will be counseling offices and rooms for therapy sessions.

Staffing for the mental health pods will be addressed in an Amendment to the contract, as additional personnel may have to be added when the unit is fully operational.

## PURPOSE:

This Request for Proposals (RFP) is issued by the BOCC on behalf of the Tulsa County Sheriffs' Office, Tulsa Oklahoma for the purpose of selecting a Vendor to provide health services to inmates. The services should include all medical, dental and mental health, and related support services for males, females, and youth in the custody of the Tulsa County Sheriffs' Office, located at The David L. Moss Criminal Justice Center ("facility") 300 N. Denver Ave., Tulsa, OK, 74103. The provision of services is primarily provided on-site at one secure facility for offenders. Specialized services may be provided through agreements with area providers such as hospitals, clinics, medical specialists, laboratories and other specialized providers.

## TCSO HEALTH SERVICES RFP SCHEDULE OF EVENTS

	DATE
<b>Mailing of Request for Proposal (RFP)</b>	<b>6/27/2016</b>
<b><u>Mandatory</u></b> Pre-Proposal conference and Site Tour 10:00 AM CST in Training Room 4 at the Facility	<b>7/12/2016</b> 10:00 am
Deadline for Receiving Proposer Inquiries (Questions)	<b>7/22/2016</b>  5:00 pm
Issue Final Addendum	<b>8/1/2016</b>
Proposals Due – 4:00 p.m	<b>8/12/2016</b>
Opening of Proposals– 9:30 a.m. in the Board of County Commissioner Meeting where they will be referred to a committee for evaluation.	<b>8/15/2016</b>
Review process and short listing by the evaluation committee	<b>8/23/2016</b>
Oral presentations by short listed firms	<b>9/7/2016</b>

Recommendation for selection approval by the Board of County Commissioners	<b>9/12/2016</b>
Begin Contract Negotiations	<b>9/13/2016</b>
Contract submitted to the Board of County Commissioners for execution	<b>9/26/2016</b>
<b>Contract Start Date</b>	<b>11/1/2016</b>

## **VENDOR QUALIFICATIONS:**

A description of the vendor's qualifications and experience providing the requested or similar services, including resumes of personnel assigned to the project stating their education and work experience must be provided. The vendor must be an established firm recognized for its performance.

- A. The vendor must demonstrate the ability to provide a system of technical and medical support, as well as professional staff development.
- B. The vendor must have experience with proven effectiveness in administering a correctional health care program in a correctional facility with a bed capacity of no less than 500.
- C. The vendor must demonstrate the ability to maintain NCCHC, PREA, ACA, accreditation.
- D. The vendor must include a description of all legal action, pending, or in the past five (5) years, that resulted in decision against the vendor, or any legal action against any other company that has occurred as a result of business association with the vendor.

## **VENDOR HISTORY:**

The vendor must include a discussion of the vendor's corporation. The discussion shall include the following:

- A. Date established.

- B. Ownership- (public, partnership, subsidiary, etc.)- list all ownership and mergers in the last five (5) years.
- C. List all stockholders.
- D. Number of personnel, full and part-time, assigned to this project by function and job title.
- E. Location of the project in relation to vendor's corporate office.
- F. Relationship of the project to other lines of business.
- G. Organizational chart.
- H. Record of five (5) years of experience in the correctional health industry.

## **INFORMATION SUPPLIED BY VENDORS:**

1. List all past and present contracts you have held for the last five years. For each contract list the:
  - a. Type of services provided
  - b. Number of inmates
  - c. Type of entities served (i.e. County, USM, ICE, etc.)
  - d. State name and phone number of contact person for the agency
2. Identify all correctional medical contracts that were terminated before scheduled contract termination date. If the mergers have occurred in the past 5 years, list all contracts of all entities involved with each entity involved in the merger. (list all Oklahoma accounts, if any, first).
  - a. Give reasons for termination
  - b. Give name and phone number of contact person from former contracting agency
3. Organizational size and structure
  - a. Number of employees
  - b. List States where doing business
  - c. Organizational Chart of leadership team, showing titles, names and functions of management staff
  - d. The Vendor must demonstrate responsive corporate resources for the Tulsa County project.
4. Personnel
  - a. Provide names and resumes of key management personnel who will provide the services required in this RFP, if known at the time of

submission of RFP, including person with direct management control of on-site Health Services personnel.

- b. The Regional Manager/Area Vice President overseeing the Tulsa contract and directly supervising the site Health Services Administrator must have a minimum of two (2) years of direct hands-on operational experience managing a jail contract in the capacity of Health Services administration.
  - c. The Vendor must demonstrate satisfactory recruiting capabilities in attracting qualified clinical candidates and retaining of all on-site positions.
5. Lawsuits against the Vendor or any of the Vendor's Owners
    - a. Provide a list of all open and pending lawsuits for the past five years.
    - b. Provide a list of lawsuits settled or lost in the past five years.
    - c. The vendor will be required to notify the Sheriff's Office of any lawsuit filed concerning the facility.
  6. Proof of ability to obtain insurance required by the RFP, either a letter of intent from the Vendor's insurance provider and/or copies of current policies in the amount required are acceptable.
  7. Proof of ability to obtain a Performance Bond in the amount of \$1,000,000 which is a requirement for the successful vendor to provide prior to contract execution.
  8. The Vendor must have a proven ability for contract start-up within 4 weeks of contract award. Short listed vendors invited to make an oral presentation to the evaluation team must be prepared to present a transition plan during oral presentations.
  9. The Vendor must be able to maintain American Correctional Association Accreditation, NCCHC Accreditation, incorporate the newest PREA standards and adhere to ICE standards.
  10. Special Provisions – A statement acknowledging compliance of the following conditions must be included in the vendor's proposal:
    - a. The vendor is the prime Contractor and shall identify all subcontractors.
    - b. No stockholder or person that has ownership in any form of the vendor's companies or parent company shall clinically practice or direct care if that owner/stockholder is a physician, medical director, dentist, psychiatrist, or psychiatric director for the TCSO.
    - c. A list of all stockholders will be submitted to the TCSO upon request.

- d. The vendor is a legally recognized entity.
- e. No attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal.
- f. The vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability.
- g. The vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict.
- h. The person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements.
- i. Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor, which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the County, State and/or the Federal Government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract.
- j. Vendor agrees that any lost or reduced Federal matching money or other entities resulting from the unacceptable performance attributed specifically to the vendor's responsibility as defined in the RFP, contract or modification shall be accompanied by reductions in payments to vendor.
- k. That the vendor has not been retained, nor has it retained any person to solicit or secure a contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except by a bona fide employee of the agency. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

#### 11. Sub-Contractors

- a. The Vendor shall be the sole source of contact for the contract. The Sheriff's Office will not subcontract any work under the contract to any other firm and will not deal with any Sub-Contractors.

- b. The Vendor is totally responsible for all actions and work performed by its Sub-Contractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any Sub-Contractor.

#### 12. Timeline and Methodology

- a. A timeline for implementing services with an orderly and efficient manner must be provided. This may be accomplished through a proposed timetable for implementation and operation of the project and a statement relating to the Vendor's ability to meet the required deadlines.
- b. The timetable shall include, but not be limited to:
  - 1. Recruitment/ Retention of current personnel
  - 2. Personnel orientation
  - 3. Utilization & Case Management
  - 4. Hospitalization Agreements
  - 5. Laboratory and Radiology services
  - 6. Ancillary services
  - 7. Pharmacy Management
  - 8. Equipment Inventory
  - 9. IT startup plan and inventory

#### 13. On-Site Inspection

- a. Failure to adequately inspect the premises shall not relieve the successful vendor from furnishing without additional cost to the TCSO any materials, equipment, supplies or labor that may be required to carry out the intent of this RFP.
- b. Submission of a proposal shall be construed as evidence that the vendor has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the vendor's proposal.

#### 14. Industry Standards

- a. If not otherwise provided, materials or work called for in this contract shall be furnished and performed in consistence with best-established practice and standards recognized by the medical industry and comply with all codes and regulations, which shall apply.

#### 15. Upgrades

- a. Proposers shall indicate the schedule for upgrades, upgrade price, and policy for any software, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

## SUBMITTAL REQUIREMENT FOR ALL PROPOSALS

1. In order to be considered for selection, Vendors must submit a complete response to this RFP. All information requested in any section of this RFP must be submitted. Describe in services and programs to be provided in each area named in the RFP.
2. Whenever the terms “shall”, “must”, “will” or “is required” are written in the RFP, the specification being referred to is a mandatory requirement of this RFP.
3. Each Vendor shall submit with their proposal the name, address and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification regarding its proposal as part of the cover letter.
4. The proposal, one original, five (5) copies, and one electronic format, shall be received by the Tulsa County Clerk’s Office, Room 117 of the Tulsa County Administration Building, no later than 4:00 p.m on 8/12/2016 as specified on the Notice to Bidders of this RFP and the schedule of events of this RFP. **The original proposal and copies shall be placed in a sealed box and clearly marked PROPOSAL – JAIL HEALTH SERVICES. The Original must be marked as Original.**
5. The proposal must address each of the Vendor’s qualifications as described above.
6. The proposal must demonstrate the Vendor’s willingness and ability to comply with the terms of this contract and any attachments hereto.
7. The proposal must be clear, concise, organized and responsive to the specifications. The Vendor should avoid elaborate artwork and graphics, bulky volumes or any other artifices that do not directly affect the contents of the proposal. **The submitted Technical Proposal should not exceed 50 pages in length. Total attachments submitted to support the proposal should not exceed 30 pages in length.**
8. The proposal must include a company history, current corporate structure and resumes of the following executive positions, including any relevant executive positions of affiliated companies.
  - a. Chief Executive Officer and/or Chief Operating Officer.
  - b. Area Vice President and/or Regional Manager/Supervisor with direct responsibility for contractual oversight and supervision of site Health Services Administrator.



- c. Corporate Medical Officer and/or Regional Medical Director with direct clinical oversight of the site Medical Director/site providers.
- d. Site Medical Director (Exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County).
- e. Site Health Service Administrator (HSA). (Exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County).

## CONTRACT FEES

In addition to demonstrated competency and qualifications, Tulsa County requires competitive pricing in the selection of vendors. Tulsa County is requiring interested vendors to submit proposals for a fixed cost program.

**Fixed Cost Proposal with an Aggregate Off-site/Specialty Cap:** Proposers must provide a detailed cost breakdown for a comprehensive fixed price contract. Although a fixed price proposal is requested, TCSO requires a breakdown of the pricing by the following:

1. Salary/wage/benefit costs according to the submitted attached staffing matrix (total wages, fringe, benefits, time off, and backfill for all required positions)
2. Pharmaceuticals
3. Medical/Dental supplies
4. All costs associated with Offsite and Specialty Services (ER/Ambulance, Hospital, Consults, lab, x-ray, Orth OB/GYN. Telemedicine. Etc. will have a \$500,000 aggregate Cap
5. Insurances (malpractice, malpractice tail, workers comp)
6. Cost of \$1,000,000 required Performance Bond
7. Administrative services, supplies and costs
8. Recruitment Fees
9. Professional Fees
10. Electronic Health Record Fees
11. All costs associated with initial Corporate Travel – associated with contract start-up/initial training.
12. Annual Corporate Travel – for required site visits and site supervision
13. Additional start-up costs for the first full fiscal year
14. Corporate Services (payroll costs, human resources, legal, claims, and indirect and marginal cost, etc.)

Based on historical data, TCSO requires proposers to use **\$500,000.00 as an aggregate cap** for all off-site and specialty services. On hospitalizations, outpatient surgeries, or emergency room visits, please refer to Oklahoma Statute

Title 19 OS 746 – Custodial County’s Liability for Cost of Medical Care when Defendant is in Custody of County Jail. Under Fixed Cost Proposal the Vendor is to state a fixed cost of providing comprehensive inmate health care to 1650 inmates. Any additional fees based on inmate populations (per diem fees) shall be for facility populations in excess of 1650 inmates. Proposers are also required to acknowledge an annual escalator based on the CPI for additional one-year renewals.

## **PROPOSAL FORMAT**

The original proposal should contain original signatures and shall be clearly marked or differentiated from the copies of the proposal.

Each Proposal must include sufficient data to allow TCSO to verify the total cost for the RFP, and all of the Proposer(s)’ claims of meeting the RFP's requirements while remaining concise and on point.

These instructions describe the required format for a responsive Proposal. The Proposer(s) may include any additional information it believes is relevant if it fits within requested guidelines; however, TCSO’s request for a concise proposal and the maximum page limits must be adhered to. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except preprinted technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information in order, as stated below:

### SECTIONS

1. Cover Letter (2 pages maximum)
2. Disclosure of Location / Regional and/or Corporate Office for Project (3 pages)
3. Vendor(s) Profile / Executive Summary (10 pages)
4. Vendor Qualifications / Vendor History (10 pages)
5. Information Supplied by Vendor / Project Capabilities (10 pages)
6. Potential Problems / Proposed Resolutions / Program Enhancements (5 pages)
7. Acknowledgement of SCOPE OF WORK and MISCELLANEOUS CONDITIONS Sections / Exceptions to the RFP (5 pages)
8. Staffing Plan and Justification (5 pages)

## ATTACHMENTS

- A. Proof of insurance.
- B. Proof of ability to obtain required \$1,000,000 Performance Bond.
- C. Certification of Bid / 90 day guarantee signed statement
- D. Original signed and notarized “Affidavit For Filing With Competitive Bid”
- E. W-9 Form
- F. Personnel Bios and/or Résumés (RVP, HSA, DON, Medical Director, etc.) (20 pages)
- G. Transition Plan – with timeline (5 pages)

## COST PROPOSAL

Cost proposals are to be submitted in a separate sealed envelope or container and marked as such. Cost proposals are to include a breakdown with justification. Each cost proposal with explanation should be under 10 pages.

## **EVALUATION OF PROPOSAL**

A contract may be awarded to the Vendor, who in the judgment of the BOCC, provides the level of services, local program support and cost effectiveness determined to best meet the needs of the County. The right is reserved to reject any or all proposals if it is deemed to be in the best interest of the BOCC. Proposals will be evaluated in accordance with criteria. While the County is always interested in saving tax dollars whenever possible, this interest must be weighed against the requirements of a satisfactory healthcare program. Therefore, the reasonableness for cost will be reviewed not only for savings, but also for the probability that the proposed cost will foster a stable and high quality program. The BOCC reserves the right to ask Vendors to clarify proposals and contact others with regard to Vendor qualifications, capabilities and past/current performance.

During the evaluation process, the evaluation team may request to see verifiable financials. This will be sent under separate cover and will be considered a working document and not part of the public record. Once the financial report has been reviewed by the team, it will be returned to the firm and the County will not retain a copy.

After determining compliance with the requirements of this RFP, the evaluation committee shall conduct its evaluation of the technical and cost merit of the proposals. Each proposal shall be subject to the same review and evaluation process. Proposals will be evaluated using the following weighted value system:

1. Quality of the Response - 10%
  - a. Vendor's understanding of the project needs
  - b. Completeness of response. Did response adequately address each section and adhere to the guidelines of the RFP?
2. References / Terminated Contracts - 20%

References from all current clients and all terminated clients in the last five years, including clients of any entity involved in any corporate mergers in the past 5 years. Feedback from terminated contracts may be weighed to the same extent as current clients.
3. Ability to Provide Local Support for the Program -25%
  - a. Responsiveness of corporate/regional office to support the operation
  - b. Ability to recruit and retain professional personnel (MD, ARNPs, Psychiatrists, etc)
  - c. Ability to recruit and retain qualified support personnel (RNs, LPNs, LPCs, etc)
4. Price 45%
  - a. All responses will be rated from the common reference point of the single dollar figure for delivery of a total health care program for one year based on 1650 inmates and proposed per diem fees for additional inmates.

## **MANDATORY PRE-PROPOSAL CONFERENCE AND SITE TOUR**

There will be a mandatory pre-proposal conference and site tour for this RFP. The pre-proposal conference will be held on 7/12/2016 at 10:00 a.m. (Central Standard Time) at the David L. Moss Correctional Facility, Training Room 4. Any questions or clarification concerning this RFP will be addressed via the conference. All Vendors that plan on participating and have provided a contact point and email address to the Tulsa County Purchasing Director will receive conference and tour information and instructions.

Additionally, RFP questions and/or clarification must be submitted to Linda R. Dorrell, Tulsa County Purchasing Director, by email during the dates outlined in the schedule of events in this RFP. All Vendors that attended the Mandatory Pre-

Proposers Conference and have provided a contact point and email address will receive a copy of all questions and County response(s). The questions and responses will be provided in the form of a formal addendum.

Linda R. Dorrell, Tulsa County Purchasing Director  
Tulsa County Administration Building, Room 322  
500 South Denver Ave.  
Tulsa, Oklahoma 74103  
Phone: 918-596-5022  
Fax: 918-596-4647  
E-mail: [ldorrell@tulsacounty.org](mailto:ldorrell@tulsacounty.org)

It is mandatory that each Vendor attend the RFP pre-proposal conference and site tour of the jail to assure all responses reflect a complete understanding of the conditions, operations, location, equipment, requirements, space availability, and surrounding areas. Each Vendor will be expected to tour the facility and will be limited to a maximum of three (3) representatives. During any tour/inspection there will be no recruitment of staff, direct observation of confidential clinical encounter, inquiries of proprietary nature or interference with staff activities. Vendor representatives should be competent and sufficiently experienced to observe operations and make proprietary decisions for proposal submissions. Any questions to medical staff will be limited to general activities that staff may perform or are performing. Vendors may not ask medical staff to explain procedures or respond in comprehensive terms. A senior security officer will be assigned to the representative team to ensure compliance with the rules and to respond to questions concerning security and inmate movement at the facility. Any proposal submitted by a Vendor that did not attend the mandatory pre-proposal conference and site tour will be rejected.

Questions must be submitted with sufficient time to receive a response prior to proposal submission to Tulsa County. No request for clarification or questions will be accepted after 5:00 p.m. (CST) on 7/22/2016.

The County reserves the right to issue a written addendum to address any material questions or revise specifications. Questions will not be accepted in person or answered via telephone or fax.

## **CONTRACT PERIOD**

This contract shall commence on November 1, 2016 and continue through June 30, 2017 with the option for annual renewal periods upon mutual agreement of both parties.

## **SCOPE OF WORK**

The Vendor shall provide for the delivery of comprehensive medical, dental and mental health care of all inmates lawfully committed, including contracted (per diem) inmates.

The Vendor shall be the sole supplier and coordinator for all healthcare programs affecting the facilities, and as such shall be responsible for the implementation of all necessary and reasonable care for the term of the contract. The Vendor shall also be responsible for compliance with any court orders or legal directives regarding healthcare services. (There are none at this time).

Any agreement entered into as a result of this RFP will include the requirements set forth in this RFP, specifically the SCOPE OF WORK, as part of the final contract. **For the sake of adhering to the concise response requirement of this RFP, vendors should refrain from responding to each requirement listed in this SCOPE OF WORK and MISCELLANEOUS CONDITIONS sections of the RFP. Instead, TCSO requests vendors to prepare a summary statement acknowledging complete adherence to the SCOPE OF WORK and MISCELLANEOUS CONDITIONS sections.** Any exceptions the vendor takes to any portion of this section or any other section of this RFP should also be explained in this section. Vendors should be aware that any exception to the RFP requirements may impact the overall scoring of the proposal, including disqualification.

- A. Clinic Operations: The Vendor shall operate the clinic 7 days per week, including Sundays and holidays for necessary treatments, history and physicals (H & P's), prioritized sick call answered prior to the end of the shift or within 8 hours, this shall include mental health issues and urgent care.
- B. Accreditation Standards: It is the intent of the County to maintain its current accredited status with the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC). The County will also comply with all ICE standards in order to pass ICE audits. The County intends to comply with all PREA standards and to successfully pass all PREA audits. By responding to this Request for Proposals, the responding Vendor verifies that it has read and understood the medical standards established by American Correctional Associations and NCCHC for adult jails and the Federal established standards for PREA and ICE.
- C. It is further understood that by responding to this RFP, the responding Vendor intends to design and maintain a healthcare delivery system which meets or exceeds the minimum medical standards established by American Correctional Associations HealthCare Performance Based Standards and Expected Practices for Jails, NCCHC, ICE and PREA standards.
- D. The Vendor shall also perform any required or appropriate health related inspections as they relate to these standards.
- E. The Vendor shall schedule and pay for the NCCHC accreditation cost, including any between-year mock surveys requested by the County. The Vendor shall pay for a percentage (equal to the percentage of medical standards required by ACA) of the ACA accreditation. The Vendor shall cooperate with

any audit team, and implement any reasonable corrective action/measures requested by the audit team, and/or the facility. In the event of a dispute with any compliance standard between the Vendor, ACA, NCCHC, PREA and ICE then the appropriate accrediting entity shall review and make the final determination.

F. General Staffing Requirements: All Vendors shall submit a staffing matrix in response to the RFP.

1. Staff Orientation:

- a. New Employee Orientation will consist of a one (1) week or forty (40) hours customized orientation program, to familiarize the new employee to the medical operations and the general policies of the facility. New employee orientation will be reviewed and coordinated with the County prior to start-up. Note that the orientation will include security orientation and training. If your proposal includes a new employee orientation in excess of one (1) week your proposal must note this as an exception. Any and all orientation expense in excess of the proposed program may be deducted from the monthly management fee. In other words, hiring an employee that takes 3 weeks to complete orientation will not be an expense passed onto the County.
  - b. Existing staff orientation consists of an abbreviated orientation you intend to give to medical staff retained from the existing contract. (Incidentally, your proposal must include costs associated with the number of hours required to orient existing medical staff as well as any paid time for existing staff to complete company forms, applications, etc. These costs must be considered and included in your Start-up costs.)
2. Recruitment: Recruitment costs for start-up should be listed as a separate start-up expense. It is expected each Vendor will thoroughly execute due diligence in performance of a local salary survey resulting in the Vendor carefully budgeting for recruitment of staff.
  3. Overtime: It is the Vendor's responsibility to staff and schedule the contract appropriately.
  4. Time Keeping: A time keeping system is at the discretion of the Vendor.
  5. Wages: Vendor will conduct an area salary survey of all positions listed in the staffing matrix. The Vendor is responsible to ensure qualified and sufficient staff are recruited and retained to staff in accordance with the staffing matrix and at the proposed price.

G. Position Specific Staffing Requirements:

1. Health Services Administrator (H.S.A.) shall be required to work on-site at least five (5) days and a minimum of forty (40) hours per week. These hours shall be primarily provided during business hours so coordination with TCSO administrative staff may occur as needed. The H.S.A. must be approved by TCSO administration prior to being offered a position.
2. Medical Director (Physician) shall be on-site at least five (5) days per week with a minimum of 32 hours of coverage provided (total provider coverage) without regard to weekends and/or holidays and must be accessible for medical emergencies when off site. The County does require consistency in patient care and the providers must be consistent.
3. Based on historical utilization, seven (7) days a week, eight (8) hours a day of additional provider coverage should be considered in addition to the medical director. Nurse Practitioner/Physician Assistant (NP/PA) on-site hours can be included as part of the total provider hours.
4. Psychiatrist – Overseeing the mental health section of the facility
5. A registered nurse (RN) will be the charge nurse for each shift.
6. LPN Nurses shall be present in the clinic to assist in obtaining vital signs, reviewing all physician orders prior to the patient leaving the clinic, ensuring lab work is obtained while the patient is in the clinic, noting orders, keeping the patient flow efficient, passing medications, performing medical intake screening and verifying medication compliance for bridge medications.
7. IV Certified Nurses are preferred by the County. The Vendor shall make IV certification and training available to all nursing staff to ensure there are IV certified nurse's available on (to) all shifts 24/7.
8. Medical Records Clerks/Administrative Assistant shall be filled during the day shift.
9. Position Backfill:
  - a. With the exception of the HSA, and Medical Records/Administrative Assistant, all positions will require daily/weekly backfill to ensure minimum hours are provided. At no time will these positions go unfilled.



- b. The HSA and Medical Records Clerk/Administrative Assistant may be vacant without backfill for routine leave time but not at the same time. Additionally, any absence of these positions over 2 weeks (10 business days) in duration, regardless of reason must be backfilled. The HSA can be backfilled by a qualified person approved by TCSO. Under no condition will the County reimburse the Vendor for an H.S.A, or Medical Records / Administrative Assistant who is off in excess of 2-weeks without backfill.
  - c. Some clinical positions will have leeway in backfill. It may be difficult to have a physician backfill for a Medical Director who has called out sick.
  - d. Vendor will provide a monthly staffing report for all positions, continual and/or periodic failure to provide services due to vacancy may result in a charge-back. Vacant positions unfilled in excess of thirty (30) consecutive calendar days may result in a charge-back of \$250 per scheduled day for providers (physicians, NP/PA, psychiatrist, dentist) and \$150 per scheduled day for all other staff.
- H. Mental Health: Inmates will need to be moved from suicide watch or constant observation as suicide and constant observation cells are limited. Therefore, the Vendor will establish procedures in which staff will review all suicide watch and constant observation patients in order to authorize the removal of patients clinically cleared to be moved from the suicide watch or constant observation units (Please note that the Vendor may utilize Telemedicine as an option to meet this and all mental health needs). It is the intent of the facility to move toward utilizing the newest technology, i.e., telemedicine. Vendors will be required to assist the county in technological progressions. TCSO is sensitive to the administering of psychotropic medication to the mental health inmate population. In the past if the medication is available in liquid form, that form has been required to be used. We also understand there is a tremendous cost associated with this policy. We understand that many of the pill form psychotropic drugs can be safely crushed and added to juice or applesauce, etc, but some cannot be administered in a crushed form and have to be provided in a liquid form. Further discussion on this issue will be part of the oral presentations with the short-listed vendors. The vendor shall incorporate discharge planning and establish a mental health network within the community to ensure inmates receiving mental health care while in the facility will have the opportunity to continue treatment upon release.
- I. Dental: It is mandatory that the Vendor provide on-site dental services with a licensed dentist for the required weekly hours, regardless of holidays and/or paid time off. Services to be routinely performed by the dentist shall include minor restorations, extractions and treatment of dental emergencies.

Subcontracted dental services are acceptable to the County. A space in medical is authorized for a dental operatory and can be viewed during the site tour.

- J. DLM Infirmiry Services: The Vendor shall utilize facility infirmaries to their fullest extent consistent with acceptable medical standards of care. In operating the infirmaries, the following shall be used as a minimum guideline:
1. Health Care Practitioner on call twenty-four (24) hours per day, seven (7) days per week, for infirmiry consultation
  2. Health Care Practitioner documented on-site rounds daily on each patient in the occupied infirmiry. Telehealth may be used depending on specific patient's clinical needs.
  3. Supervision of the infirmiry shall be by a registered nurse on duty on-site twenty-four (24) hours per day, seven (7) days per week.
  4. A minimum of one (1) registered nurse is staffed in the occupied infirmiry.
  5. Documented nursing infirmiry rounds are completed at a minimum of once per shift.
  6. A Health Care Practitioner shall complete a physical examination of all inmates admitted to any infirmiry within twenty-four (24) hours (including weekends) of the inmate's admission to the infirmiry. The medical history and physical evaluation shall be documented in the EHR system.
  7. All infirmiry inmates must be within sight or sound of a staff person (call lights and sound monitors are in place).
  8. A manual of infirmiry nursing care procedures is available.
  9. Negative airflow isolation rooms shall be routinely monitored to ensure appropriate air exchanges are maintained in accordance with Center for Disease Control guidelines. DLM shall perform annual checks, and provide routine maintenance. The Vendor shall perform weekly checks for unoccupied rooms and daily checks when occupied with isolated offenders.
- K. On-Site Specialty Care: The Vendor shall provide on-site care for the following specialty areas, as available. Service agreements shall be made with each specialty provider to include arrangements for urgent care at their respective office/clinic.
1. Orthopedic (as required)
  2. Obstetrics and Gynecology (minimum of once per month)
  3. Infectious Diseases (minimum of once per month)
  4. Physical Therapy (as needed)
  5. On-site X-ray (3-clinics per week)
- L. Network Development: The Vendor will be responsible to negotiate any and all discounts with community providers for both on-site and off-site medical

services. Timely payment of hospital invoices and community providers is a requirement of the RFP and is addressed elsewhere.

- M. **Pharmaceutical Management:** Pharmaceutical may be broken to a separate vendor. The Vendor shall provide all pharmacy utilization and management. All costs associated with pharmaceuticals will be the responsibility of the Vendor in accordance with contract. This includes all over-the-counter (OTC) and IV medications. Compliance with all state law and regulations is the responsibility of the Vendor. The name of the subcontracted pharmaceutical provider or subsidiary name must be submitted with the proposal. The pharmacy company will provide delivery service 6-days per week. Arrangement with a local pharmacy must be provided to ensure availability of emergency drugs on a 24/7 basis. All prescription medications shall be provided on a patient specific and/or stock basis. All medications shall be documented on an inmate specific Medication Administration Record (MAR) in the EHR at the time each medication is passed/dispensed.

All controlled substances shall be strictly accounted for.

Pharmacy Cost and Utilization reports from the Vendor's pharmacy are a requirement of this RFP. The County will receive the same pharmacy cost and utilization reports the Vendor receives, including all financial information.

The following is a summary of financial responsibility for medications based upon inmate classification:

1. County: These inmates will receive medications from the site formulary and are the financial responsibility of the County, within the confines of the contract. The Vendor will acquire all medication and pass the cost through to the County on normal monthly invoicing.
2. ICE: Most medications for ICE detainees are paid for by ICE. ICE does not reimburse for OTC's. Your pharmacy shall be able to bill ICE directly for medications. To ensure appropriate billing, the pharmacy shall provide the site with a form or mechanism to indicate an order is associated with an ICE detainee. There will be a place to annotate the ICE number (A-number) of the detainee. For medication not covered under the ICE formulary, the Vendor will coordinate the receiving of the medication and distribution to appropriate inmate.

ICE has a reimbursement schedule for medications that are issued to ICE inmates. The Vendor and their pharmacy subcontractor must agree to accept the reimbursement schedule of ICE, it is incumbent upon each Vendor to contact ICE and inquire about pharmaceutical reimbursement prior to submitting a proposal. The County will not accept as a pass-through any variance charge for ICE medications.

3. U.S. Marshall: Most medications for US Marshall (USM) detainees are paid for by the Marshall's service. Your pharmacy shall be able to bill USM directly for medications as outlined above in #2 ICE. For medication not covered under the Marshal's formulary, the Vendor will coordinate the receiving of the medication and distribution to appropriate inmate.
4. State DOC Inmates: Most medications for DOC inmates are paid for by DOC and shall be billed directly, as are the ICE and US Marshall inmates.

The Vendor or Pharmacy Provider is responsible to provide and pay for all necessary equipment (e.g. med carts) and supplies (e.g. MAR's). Identify and include these costs as start-up costs in your proposed budget. Delivery items (e.g. syringes, pill cups, IV supplies) will be estimated for the year.

Pharmacy and Therapeutics Committee (PTC) meetings shall be held at least quarterly. The Vendor's pharmacist shall conduct an on-site inspection each quarter. A copy of the full audit report will be provided to the County and be discussed at PTC meetings. The on-site audit will include at least 1-hour of observation of med passes. PTC meetings can be conducted via conference call.

- N. Medication Administration: Unwarranted pre-pouring of medications is considered an unsafe practice that can lead to medication errors. The vendor will provide training to all medication staff to ensure pre-pouring does not occur except when required due to segregation or emergency situations. All areas are accessible by the medication carts. The vendor's EHR must include a medication administration component in each patient's record. The vendor will be responsible to train staff in appropriate, timely documentation.
- O. Intake Process: Medical intake screening by health staff are expected to occur within 2-hours of an inmate's arrival into the facility or immediately if requested by the booking supervisor or booking floor officers. Officers complete a brief receiving medical screening immediately upon arrival. It is required that medical staff screens each new admission timely to ensure medical needs are addressed.

In addition, the health staff must include in the initial intake screening process whether the inmates have private insurance, enrolled in Medicaid or any other health insurance program.

In the event of a large admission group (e.g. community sting), it is expected that the Vendor will demonstrate flexibility and redirect additional staff to intake to assist in the processing activity. Likewise, peak processing times

may cause a temporary or occasional backlog. It is anticipated the Vendor will demonstrate flexibility in assisting in backlog catch up.

The Vendor shall ensure intake medical screenings are completed in the EHR. The County opts at this time to screen all new admissions and to complete health history assessments and vitals on all new admissions on their arrival day and to conduct a physical within 14-days. A Vendor may propose the Individual Assessment When Clinically Indicated. If this assessment approach is proposed, the vendor will be required to detail how NCCHC compliance will be maintained based upon limited staffing before implementation.

The County requests the receiving screening, health history assessment (not physical), oral screening, mental health screening and evaluation occur during medical intake screening. Purified Protein Derivative (PPD) must be planted on new admissions by the 14<sup>th</sup> day of incarceration. The complete physical should occur within 10-14 days unless the Vendor proposes the Individual Assessment When Clinically Indicated approach. NO VDRL or other STD lab is drawn at this time but the County reserves the right to change this if the Health Department feels the incidence warrants testing. Vital signs will be obtained in admissions during the intake process and again at the time of the physical. The Vendor may perform the physical at any time after arrival but prior to 14-days. Sick call will not be done at the time of the physical. It is mandatory that RN's will conduct the physicals and be reviewed and countersigned by a physician. Chronic Care findings or other abnormalities will be referred to the next level provider by the RN's.

- P. Suicide and Self-Injury Prevention: Vendor shall implement a thorough suicide and self-injury prevention program. TCSO shall require a continual high level of awareness facility-wide versus simple one-time training. The Vendor will work with security and other Agency personnel to make suicide prevention and self-harm prevention an ongoing process in the mental health care delivered to the Agency.

A Suicide Prevention Program shall be provided to the DLM staff employees by contractor in view of the risk and in coordination with the jail's program as requested by the Tulsa County Sheriff's Office.

- Q. Drug & Alcohol Withdrawal: Inmates reporting the use of drugs and/or alcohol at the time of the receiving screening must be evaluated at that time for the need for withdrawal or detoxification management. Inmates placed on a drug or alcohol withdrawal protocol shall be monitored closely to include the checking of vital signs at least once per shift until cleared from the protocol. Inmates placed on an alcohol withdrawal protocol shall be monitored in the infirmary and not in general population. Vitals shall be obtained at least every two hours. Vendor shall implement a detoxification monitoring components in EHR.

Detoxification: In connection with the receiving screening process, it is frequently determined that a new inmate is suffering from drug and/or alcohol abuse. If this diagnosis is made, an appropriate course of treatment, which may include a medically approved and supervised detoxification program, will be initiated. An in-house detoxification will be developed. The jail requires that all inmates be screened during the receiving screening process and evaluated during the health assessment for their use of or dependence on drugs and/or alcohol. Inmates reporting the use of alcohol, opiates, stimulants, sedative hypnotic drugs or other legal or illegal substances shall be evaluated for their degree of reliance on and potential for withdrawal from these substances. The contractor will establish formal detoxification procedures for their staff to follow as to inmates who are classified as "ambulatory detoxifying patients", and thus may be appropriately treated inside the jail. This classification of abuser has normal vital signs, is sufficiently stable and alert and otherwise healthy, but addiction or withdrawal symptoms are apparent.

General guidelines to be followed in the treatment of such cases are as follows:

1. All inmates being detoxified must be seen by a physician as soon as possible and a physician approved individualized treatment plan will be initiated.
2. The contractor will use a non-methadone method for detoxification of heroin abusers, except in special instances (e.g., pregnant women) that may require methadone maintenance.
3. Inmates who are withdrawing from drugs and/or alcohol or who are being detoxified will be observed closely and treated promptly.
4. Inmates withdrawing from drugs and/or alcohol shall not remain in their cells when there is a noted risk of rapid decline, but rather shall be placed in a suitable area (i.e. infirmary) where there is close observation at the discretion of the doctor.
5. The inmate will be evaluated on an ongoing basis by a nurse during the detoxification process. A physician will supervise the inmate's progress and modify the treatment plan accordingly.
6. The inmate will be made aware of appropriate community agencies that he/she may contact after discharge for rehabilitation help.

#### R. Segregated Offender Medical Services:

The Vendor is responsible for implementing a system that allows access to nursing sick call for segregated offenders seven (7) days per week.

1. If an offender's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of confinement in designated segregation sick call rooms.

2. Referral to the Health Care Practitioner (HCP) shall be completed within seven (7) calendar days from sick call appointment when a referral is warranted.
3. HCP sick call shall be held in special clinic rooms in segregation whenever medically possible to reduce risks associated with transporting segregated offenders to the main clinic areas.
4. Segregation rounds shall be made by qualified health care professionals daily at all segregation units and for all segregated offenders.
5. Segregation sick call and other services shall not occur during routine sleep hours of 11pm to 3:30am unless emergent.

It is expected that all segregation rounds at all segregation sites and on all segregated adult and juvenile inmates shall be completed daily.

- S. X-Ray Services: The Vendor will be responsible to provide onsite X-ray services at least three times per week. All radiology services will include over-read by board certified radiologist. A third party provider may be utilized for X-ray services.
- T. Laboratory Services: The Vendor will be responsible to provide on-site laboratory services for basic testing such as blood glucose, urine dipstick, urine pregnancy, and drug testing. The type of drug test and methodology will be coordinated between the TCSO and the Vendor. The Vendor will also provide on-site phlebotomy services for collecting specimens for transport to the contracted lab. The Vendor must contract with a reputable and accredited laboratory with specimen pick up 6 days (Monday-Saturday) per week. The lab must provide stat services which include specimen pick up within one (1) hour of notification, and/or with a local lab testing facility within a reasonable driving distance from the County facility such as the hospital.
- U. Female Specific Services: The Vendor must establish a full range of health care services specific to women. Services include but are not limited to pre- and post- natal care, child delivery, evaluation for and treatment of STD's and counseling programs.
- V. Youth Specific Services: The Vendor must establish a full range of health services specific for youth, as dictated by state law, ACA, NCCHC, PREA, ICE and Oklahoma Minimum Jail Standards.
- W. Call Back Service: To reduce the use of County staff overtime and unnecessary use of hospital emergency department (ED) resources, the Vendor will create a financial incentive for the call back of appropriate medical providers to provide care and treatment during non-normal business hours. As an example, routine suturing resulting from an altercation could be handled in the jail and reduce

the transport of one or more inmates to an ED. It is anticipated a list of PA's, ARNP's and resident physicians would augment the facilities permanent staff for this purpose. As a backup to call back, a contractual arrangement with an emergency service agency would be another way to provide emergency coverage during non-normal working hours (e.g. walk-in clinics, doc in the box, etc.).

- X. Off-site Hospital Care: The Vendor shall obtain routine outpatient/inpatient hospitalization services from health care providers who meet the health care requirements of the offender. When off-site hospitalization, and/or specialty hospital services for an offender is required, Contractor shall be responsible for the arrangement and timely payment of all hospital care and related health care expenses.

The Vendor shall review the health care status of offenders admitted to outside hospitals daily to ensure that the duration of the hospitalization is no longer than medically indicated. Contractor shall provide DLM with a health status report updated daily as a part of their Utilization Review Program for all hospitalized offenders.

- Y. Off-Site Care and Utilization Review: Vendor will provide off-site care and utilization review (UR) activities on behalf of the County to ensure all off-site care is necessary and appropriate. Off-site care, which is elective in nature, shall not be provided. Vendor shall have an electronic UR system/program/process in place that allows the company and site to monitor all off-site care (ED, inpatient, specialty appointments, ancillary testing, etc), non-formulary medication, and selected on-site specialty care clinics. The UR system shall document referral justification to the approving authority. Any communication between the approving authority and the site medical director shall be documented. The system will document the inmate status as county, state, federal, etc., for the purpose of assigning cost to the appropriate agency financially responsible for the services provided. The system will assign financial responsibility and have it tied into the corporate accounting system to ensure that Vendor doesn't pay for any care the County is not financially responsible for.

The Vendor will assign a case manager to monitor all inmate inpatient status care. The case manager will provide daily and timely feedback to the site on each inmate in an inpatient status. Case managers will aggressively review inpatient services provided to expedite the return of inmates to the jail as soon as clinically indicated or when the same level of care can be provided in the jail. The cost for all case management shall be included within the monthly management fee.

The Vendor will not be financially responsible for any off-site care involving inmates who are OK State DOC, ICE, US Marshall or any other contracted or



per diem inmate. Please note that each classification type may require specific notification procedures and forms which must be adhered to in order to have services pre-authorized. If those procedures are not adhered to, the responsible entity may not pay for the services authorized and any such cost will be paid by the Vendor. It is therefore the responsibility of the Vendor to ensure their staff knows authorization procedures for these payers and strictly follows them. The County will not reimburse the Vendor for any off-site service or unpaid medical bills resulting from the Vendor's negligence or omission in proper notification to the appropriate responsible agency.

If all or part of your company's utilization review process is performed by a third party, you must provide all information about the agency to TCSO for approval. All costs associated with utilization review shall be disclosed and included within the appropriate management fee.

Prior payment of all invoices for on-site and off-site care, all charges for services provided will be submitted to the County for review and approval. Only after County approval will your company issue payment for on-site and off-site services. Charges for care & services will be forwarded to the County weekly in batches for review. An excel spreadsheet format is preferred. The County will compare invoices to information contained in the electronic UR system. All invoices for services will be paid timely by the Vendor who will then submit a proper invoice to the county for reimbursement according to the contract.

The Vendor shall provide Utilization Review staff to review all Inmates/residents for possible eligibility for Medical (Medicaid) Assistance Reimbursement eligibility. This includes completing required applications and referral processes. (Reference, Affordable Care Act, 2010).

The County reserves the right to retain services of a consultant to represent the interest of the County. This consultant shall have accessibility to site management, site medical director, corporate medical director, and the corporate utilization management staff to discuss utilization and to participate in concurrent reviews. The Vendor must agree to cooperate.

- Z. Inmates Covered by Government programs /Private Insurance: Inmates admitted to the custody of the DLM may have private insurance coverage or coverage under the Affordable Care Act of 2010 or Medicaid. The Vendor shall be responsible for obtaining this information upon an offender's admittance to the DLM and entering the information into EHR. The Vendor shall be responsible for providing the information to community medical providers as appropriate and tracking bill payment and reimbursements.

- AA. Equipment, Instruments, & Medical Supplies: All equipment, instruments and medical supplies are the responsibility of the Vendor to provide. Maintenance and repair of County owned medical equipment, including routine service due to normal wear & tear will remain the responsibility of the Vendor to pre-pay and pass-through in the monthly invoice. All equipment, instruments and medical supplies purchased for the DLM operation immediately become the property of the County. Replacement of the equipment required as a result of abuse, theft or improper use will be the financial responsibility of the vendor.

All equipment recommended for replacement/upgrade or new equipment to be added with a dollar value of \$500 or greater requires pre-authorization by the County, even if budgeted. All equipment, instruments, and medical supply purchases must be within budget.

- BB. Continuous Quality Improvement (CQI): The Vendor shall maintain a CQI program in accordance with professional standards. The Jail shall meet the basic CQI program per ACA and NCCHC requirements. Vendor staff will participate in CQIP on a rotating or as needed basis.
- CC. Environmental Inspections: The Vendor will participate in the monthly facility environments inspection as requested. The HSA or designee shall conduct monthly inspection of the kitchen and laundry room on a permanent basis.
- DD. Elective Medical Care: The Vendor is not responsible for providing elective medical care. Elective medical care is described as medical care which in the opinion of the Vendor's Medical Director and utilization management department is not medically urgent nor threatens life or limb if withheld, nor causes the inmates' health to deteriorate or cause permanent harm to the inmates' well-being. It is incumbent that the Vendor be aware of community standards which might influence elective medical care. The Vendor agrees to wholly indemnify the County from any clinical decisions regarding or criteria used in determining elective medical care.
- EE. Telemedicine: TCSO desires to use interactive audio-visual technology ("telemedicine"). The goals in using telemedicine will be to improve inmate access to primary health services, improve the quality and timeliness of primary, psychiatric, and specialty health services, and reduce the cost and disruption of transportation. TCSO would like the Vendor to use telemedicine for clinical consultations for both on site and off site inmates whenever possible, unless directed otherwise by TCSO.

The Vendor will be responsible for the cost of the consultations provided by telemedicine. TCSO and Vendor jointly will discuss who will be

responsible for the costs associated with acquiring the necessary telemedicine equipment at the institutions and maintaining the telemedicine communication system and equipment. TCSO will also be responsible for paying for all telemedicine service line charges for calls related to provision of health care to offenders.

- FF. Medical Diets: The Vendor shall be responsible for approving all medically necessary diets. The Vendor will not be responsible for religious, preference or any other type of diets.
- GG. Prosthetics: The Vendor may be required to verify the medical necessity of certain prosthetic devices, as requested by facility staff.
- HH. Vaccines and Immunizations: The Vendor is responsible for providing flu vaccination for all medically at risk inmates. Administration will occur within normal time guidelines set by the CDC. The Vendor is also responsible for providing tuberculosis screen for all inmates. If employee participates, the cost shall be that of the TCSO.
- II. Oxygen: The Vendor shall provide and maintain a reserve of oxygen to be available on-site for both emergency response and chronic care or pulmonary crisis.
- JJ. Inmate Co-Pays: The Vendor's staff will utilize the established co-pay system for medical services according to the Facility's policy and procedures. All Co-Pays shall be transmitted to the TCSO in accordance with instructions provided by the Chief Financial Officer of the TCSO.
- KK. Training: The vendor shall utilize a new hire orientation checklist, and monthly or quarterly CME training schedule for all license full time staff in accordance with ACA, NCCHC, PREA, ICE and Minimum Jail Standards.

From time to time, Vendor staff may be required to participate in officer training and/or address medical issues in roll call.

- LL. Medical Transportation: The County will provide security as necessary and appropriate in connection with the transportation of any inmate to other locations for off-site services. The Vendor shall coordinate all medical transportation, including ambulance transport for non-911 transport.
- MM. Biohazard/Medical Waste: The Vendor shall ensure all biohazard waste is handled and disposed of in accordance with state and federal regulations

governing biohazard waste. The Vendor shall also be responsible for all annual registrations with state and federal agencies as required.

- NN. Emergency Medical Services: Comprehensive emergency services shall be provided to all inmates at DLM. Contractor shall make provisions and be responsible for all costs for twenty-four (24) hour emergency medical, behavioral health, and dental care, including but not limited to twenty-four (24) hour on-call services.
- OO. Emergency Response Plan: The Vendor will have necessary equipment immediately available for on-site emergencies. Vendor staff will be knowledgeable of and fully trained on emergency response as well as the location of emergency response equipment. A checklist of said equipment shall be created and maintained to document preparedness. Checklist will be monitored on a weekly basis and will be an agenda item in the bi-monthly CQI meetings. It is recommended that equipment be 'tagged' with break-a-way seals and numbers to enhance efficiency.

The Vendor shall also create and maintain a medical supply response kit of appropriate medical supplies for mass disaster effecting the community, and secure same in an agreed upon location within the facility. The Vendor will have a medical response kit that can be utilized in the event the facility must be evacuated. Medical supply response kit will be inventoried quarterly with a report provided to the Chief Deputy/ Jail Administrator of the facility. Meaningful man-down-drills and mass disaster drills will be practiced in accordance with the NCCHC and ACA standards. All drills will be coordinated with the appropriate facility staff. The Vendor will receive of a copy of the emergency response plans for the facility. The Vendor and their staff will be become familiar with their response responsibilities concerning a community wide disaster or the evacuation of the facility.

- PP. First Aid Kits, Automatic External Defibrillators (AEDs), and Protective Devices. The Vendor will be responsible for providing and maintaining emergency first-aid kits as designated by TCSO. The Vendor will be responsible for maintaining the Automatic External Defibrillators (AEDs) in designated areas of the facility as determined by the Health Authority in conjunction with the Facility Director or designee. The Vendor will supply all personnel who come in contact with inmates with personal protective devices against all communicable diseases. The Vendor will be responsible to provide and maintain the Blood-borne Pathogen Personal Protection.
- QQ. Infection Control Program. Infectious diseases of special concern within an institutional setting include TB, Hepatitis B, Hepatitis C, Human

Immunodeficiency Virus (HIV), gonorrhea, syphilis, Chlamydia, influenza, and MRSA.

Communicable diseases must be monitored closely by all health staff. When communicable diseases are diagnosed, the Vendor must take proper precautions and promptly transmit the appropriate reports to the Tulsa County Department of Public Health and notify TCSO Health Authority per the laws of the State of Oklahoma. All Vendor employees and sub-contractors must provide documentation of Hepatitis B immunizations, and annual TB skin test clearance.

Other areas of concern include monitoring and management of nosocomial infection, both in inpatient units and in the general facility units, sterilization and sanitation practices (especially in dental departments), management of isolation activities, and kitchen sanitation (monitored but not managed by health care services). Infection control committees should meet regularly at each facility and report their findings through the Quality Assurance process.

The Vendor shall implement an infection control program, which 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 CDC guidelines on universal precautions and OSHA regulations.

The Vendor(s) will administer a Blood borne Pathogen Control Program according to CDC National Guidelines on correctional practices.

Hepatitis B vaccine is offered to all new TCSO employees as part of the Blood borne Pathogen Control Program. The vaccine will be provided by the Tulsa City/County Health Department and will be administered by the vendor at no additional cost to the Sheriff's Office.

- RR. Immunization Program: The Vendor will administer an immunization program in accordance to National Recommendations of ACIP - Tuberculosis: The Vendor will administer a tuberculosis control program according to CDC guidelines.
- SS. Sexual Assault: The Vendor shall follow and enforce TCSO policies which mandates reporting and treatment for abuse or neglect of all youth in the secure facilities and The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601.

PREA establishes a zero-tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in TCSO facilities a top priority.

PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.

- TT. Chronic Care Management / Dialysis Services: When chronic diseases are identified during initial screening or while in the custody of TCSO, medical services necessary to manage the identified illness must be provided and documented. The Vendor shall implement a chronic disease management plan. For each identified condition, the medical record must reflect the identified chronic disease and a current problem list appropriate to the individualized treatment plan.

Interventions on behalf of those with chronic diseases must meet generally recognized standards of care inside and outside of the corrections community. When outside specialty review is appropriate, it shall be provided in a timely manner consistent with the standards described above.

When an offender with a chronic disease is released from a TCSO facility, the condition must be identified during the pre-release stage to identify community resources to meet the offender's health needs.

- UU. Computer and Information Systems: The Vendor must have an automated, integrated tracking and reporting system. The Vendor must provide all computer equipment, technical, and clerical support necessary to support the automated, integrated tracking and reporting system.
- VV. Electronic Medical Record: Vendors must utilize an electronic health record (EHR) system from the first day of the contract. The cost for the EHR shall be the responsibility of the vendor. The facility currently utilizes CorEMR. If a different EHR system is implemented, the vendor will not exclude TCSO from continuing to utilize the system upon TCSO's request at the same rate the vendor was paying at the expiration of the contract. The vendor will also supply the health records data in a format that is requested by TCSO should the contract ever terminate.
- WW. Health Records: All inmates must have a health record that is kept up to date at all times, and that complies with problem-oriented health record format, ACA and NCCHC standards. The record must be utilized at every health encounters and, at a minimum, as summary will be forwarded to the appropriate facility in the event the inmate is transferred. All procedures concerning confidentiality must be followed.

All health care records are the property of TCSO and shall remain with TCSO upon termination of the contract. The Vendor must follow all TCSO Policies and Procedures relating to access to and confidentiality of the health care records. The Vendor will supply upon request of the TCSO any and all records relating to the care of the offender who are in the Vendor's possession. A record of all services provided off-grounds must be incorporated into each offender health care record. All prior health care records must be incorporated into each offender's health care record.

All nonproprietary records kept by the Vendor pertaining to the contract or to services provided under the contract, including but not limited to those records specifically mentioned in the RFP or the contract, shall be made available to TCSO for lawsuits, monitoring or evaluation of the contract, and other statutory responsibilities of TCSO and/or other State agencies, and shall be provided at the cost of the Vendor when requested by TCSO during the term of the contract or after termination of the contract for a seven year period.

The Vendor shall ensure that its personnel document in the inmate health record all health care contacts in the proper format in accordance with standard health practice, ACA Standards and Expected Practices, NCCHC, and any relevant TCSO Policies and Procedures.

The Vendor shall be responsible for the orderly maintenance and timely filing of all health information utilizing contract and county employees as staffing indicates.

The Vendor shall comply with HIPPA in every respect as it applies to a correctional setting.

- XX. Reports and Manuals: The Vendor is responsible for writing, maintaining and producing copies of reports, manuals and guidelines to assist facility staff in the daily handling of health care issues. The Vendor shall ensure all monthly reports are forwarded to DLM monthly or times specifically designated in this RFP. The Vendor shall ensure all manuals are reviewed and updated annually. A statement of annual review with all changes made to the manuals shall be forwarded to DLM. The Vendor shall develop a mechanism to provide review of cost containment procedures. Results should be reported to DLM at the monthly administrative meetings.
- YY. Length of Retention Period:
1. Unless otherwise specifically governed by TCSO/State regulations, all health records shall be kept for a period of

seven (7) years or for the period for which records of the same type must be retained by the State pursuant to statute, whichever is longer. All retention periods start on the first day after termination of the contract.

2. If any litigation, claim, negotiation, audit, or other action involving the records referred to has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the period specified for, whichever is later.
3. In order to avoid duplicate record keeping, TCSO may make special arrangements with the Vendor for TCSO to retain any records which are needed for joint use. TCSO may accept transfer of records to its custody when it determines that the records possess long-term retention value. When records are transferred to or maintained by TCSO, the retention requirements of this paragraph are not applicable to the Vendor as to those records.

ZZ. Visitor and Employee Care: The Vendor shall provide emergency medical treatment to visitors and county staff as necessary.

AAA. Cooperation with Public Health: The Vendor shall cooperate with any and all community public health officials, and any inspection of the County facilities.

## MISCELLANEOUS CONDITIONS

A. Start Up: Upon award of the contract, vendor shall be prepared to present a detailed start-up plan and time-line. Include names of corporate personnel responsible for each part of the plan and expected times on site. Be accurate and be thorough.

B. Staffing Plan For Delivery of Care:

The Contractor(s) must submit solutions for staffing the following areas:

1. Clinical: Required personnel to provide services listed in this RFP must be provided by the Vendor(s) on a staffing matrix with justification in the designated area of the proposal. Clinical personnel must not be assigned job duties that would require them to work outside of their respective legal scope of practices as defined by state and federal laws.



2. Administrative: In addition to the above named staff, the Vendor(s) shall supply adequate supervisory staff to ensure oversight of the activities of the program staff and to serve as a liaison to the DLM. The nature and qualifications of the staff designated as administrative must be delineated in the proposal.
- C. Discharge Planning: TCSO acknowledges that discharge planning begins at intake and is a crucial part of the re-entry process. The Vendor shall identify a staff member at each facility to perform all duties of discharge planning for the intellectually disabled or cognitively impaired, the medically ill, inmates on treatment (HIV, TB, etc.) or seriously handicapped, geriatric offenders, etc. The Vendor shall:
- D. Release Medications: If an inmate has been prescribed medication during incarceration, the Vendor shall provide at least a seven (7) day supply of release medications (excluding narcotics and OTCs) to inmates being released into the community upon release or sentence completion.
- The Vendor shall provide a three-day supply of medications to inmates released into the custody of another jurisdiction, such as county jail or Federal detainer with the exception of inmates that are transported to the Oklahoma Department of Corrections.
- E. Invoice Payment: The County will not tolerate an off-site bill paying system which routinely engages in payment delay activities. It is absolutely essential that the vendor exercise prudent business practices with the timely payment of all off-site care rendered. It is essential no bad relations occur with community providers, particularly the hospital, over poor payment practices. It is strongly recommended that bidders unable to review invoices and send payment within 30-days of invoice receipt not respond to this RFP. Additionally, the County may terminate the contract for cause as a result of poor payment history.
- F. Credentialing Criteria for Health Services Staff:
1. TCSO shall have the right of approval prior to the Vendor hiring of any staff, health services administrator, any director level position, physician, psychiatrist or any other position TCSO may designate during this contract term. The Vendor shall provide TCSO with proposed resumes of any physician, health services administrator, psychiatrist, psychologist, dentist, behavioral health coordinator, or director of nurses.
  2. The Vendor shall provide a written position description for each member of the health care staff, which clearly delineates the assigned responsibilities. The Vendor shall monitor performance of health care

staff to ensure adequate performance in accordance with these positions descriptions.

3. The Vendor shall furnish the necessary administrative, supervisory, professional, and support staff for the proper and effective operation of the program defined herein, subject to the approval of such staff by the TCSO. If any applicant recommended by Vendor is disapproved by TCSO a written summary of the reasons for the disapproval shall be presented to the Vendor.
4. In recognition of the sensitive nature of detention facility the Vendor agrees that in the event TCSO, in its discretion, is dissatisfied with any of the personnel provided under this contract, TCSO may deny access of such personnel to the correctional facility. TCSO shall provide written notice to the Vendor of such fact and the reasons therein, and the Contractor shall remove the individual in question from the programs covered herein and cover with other appropriate personnel until an approved replacement is found.
5. The Vendor shall employ only licensed, credentialed and qualified personnel to provide clinical and behavioral health coverage for all health care related services of this contract.
6. The Vendor shall maintain personnel files in the Health Services Administrator's office on contractual personnel, which shall be made available to TCSO Administration or his designee upon request. All contract personnel shall be required to submit to a background investigation conducted by TCSO.
7. All personnel shall comply with applicable state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of TCSO and the Vendor, including any amendments thereto. All contract staff shall maintain any insurance required by law.
8. The Vendor's Home Office Staff in conjunction with the HSA's shall be responsible, as part of their routine duties, to monitor licensure compliance for all newly hired staff, and annually thereafter.

G. Security: The Vendor shall comply with all facility security requirements, rules and regulations.

1. All on-site staff, including subcontracted staff, shall have security background checks performed by the TCSO, at no charge to the vendor, prior to entry into the facility. Vendor's employees and candidates shall cooperate or be denied access to the facilities.
2. All on-site staff, including full-time, part-time, medical staff and subcontractors shall be required to complete an institutional security

orientation approximately 4 hours in duration provided by DLM prior to starting/providing any service. Specialists or subcontractors providing limited on-site service hours may be required to complete an abbreviated orientation, on a case-by-case basis.

3. All on-site staff, including subcontractor staff shall be subject to periodic and/or unscheduled background checks, physical searches and vehicles/property searches throughout the contract period.
  4. The TCSO shall have the right of refusal of any new staff as well as request replacement (immediate removal) of any existing staff based upon the above security checks. The Vendor shall maintain personnel files on all staff, including any subcontractors providing service on-site. The files shall include documentation of licenses and orientation.
  5. All regular full-time and part-time staff on-site is subject to random screening for illegal substances according to the Tulsa County Sheriff's Office policy, at the County's expense. Any positive results will require immediate and permanent removal from the County worksite. The Vendor will be responsible for backfill to ensure no lapse in coverage occurs.
  6. All on-site staff, including subcontractor staff shall properly maintain and secure all instruments, equipment and space within the facilities at all times according to the County's policies and procedures. Missing equipment shall be reported to the Shift Commander. Missing equipment, supplies, or medications that could pose an immediate security or health risk will be report to the Shift Commander immediately with no delay. The matter can be investigated after the notification to the Shift Commander.
  7. All vendor and subcontracted staff shall not issue any press or media releases without the expressed written consent and approval of the Tulsa County Sheriff.
- H. Proposal Preparation Cost: The BOCC and the Tulsa County Sheriff's Office will accept no responsibility for any Vendor expenses, including travel incurred while preparing and responding to this proposal. Any and all related expenses shall be borne exclusively by the Vendor.
- I. Ownership of Proposal: All materials submitted in response to this request shall become the property of Tulsa County and the BOCC and will become a public record under the Oklahoma Open Records Act. Selection or rejection of a proposal does not affect this right.

- J. Health Consultant: The County may have periodic reviews by separate and independent medical consultant to ensure compliance with the contract, including accreditation standards, ensuring staffing and hours requirements are being properly maintained, reviewing grievances and reviewing all costs associated with the contract. The Vendor shall cooperate in any such review.
- K. Performance Indicators and Monitoring Criteria :
1. TCSO will monitor the Vendor performance in a continuous and ongoing effort to ensure compliance with requirements of the contract. These requirements and/or expectations will be based on the current ACA and NCCHC Standards for Health Care Performance Based Standards for Jails, the health services RFP specifications, and the current TCSO Policies and Procedures.
  2. The Vendor(s) will provide TCSO with all medical, dental and mental health records; logbooks; staffing charts; time reports; offender grievances; and other requested documents required to assess the Vendor's performance. Actual performance will be compared with pre-established performance criteria.
  3. An audit by the TCSO may be performed as often as quarterly and will be scheduled in advance. Final performance criteria will be developed to reflect the specific area of service provided by the responsible Vendor.
- L. Vendor Invoicing & Payment: The Vendor shall invoice the County in equal monthly installments and submit same within thirty (30) days for services rendered during the prior month in accordance with the terms of the executed contract. Upon receipt of the invoice and verifications of services rendered, the County shall pay same within thirty (30) days. The County will require detailed supporting documentation to each monthly invoice to be coordinated with the Vendor.
- M. Fines/Liquidated Damages: The County does not intend to establish an adversarial role with the medical Vendor; however some baseline damages may be put in place to ensure compliance with the contract. The Vendor may be assessed liquidated damages for failing to meet contract requirements. Any and all damages shall be deducted from the Vendor's monthly management fee. Liquidated damages will be discussed and agreed upon by the County and the Vendor prior to the initiation of the contract.
- N. Third Party Reimbursement: The Vendor shall seek any applicable third party reimbursements for health care services provided to inmates (e.g. Workers Comp, MVA liability, etc.). The Vendor shall return to the County any

payments received without deductions or cost. The Vendor will also be required to assist the County in the documenting reimbursable charges for our per diem inmates.

- O. Off-Site/Specialist/Subcontractor Payments: Prompt payment of all invoices is a requirement of this RFP. It is imperative that the community's perception of the David L. Moss Criminal Justice Center (DLM), Tulsa County Sheriff's Office, and the Board of County Commissioners for Tulsa County, and Tulsa County be associated with the highest level of integrity in payment of all proper invoices, particularly for care provided in the community.
- P. Corporate Visits: The following are the minimum corporate personnel visits for each twelve (12) month period and are not construed as part of the start-up process. The Vendor shall propose a budget to cover these minimum site visits within the budget travel line item.
1. **Contract Vice President/Regional Manager:** 12-visits per 12-month contract: Must attend four (4) quarterly MAC, CQI, & P&T meetings.
  2. **Corporate Medical Director:** 12-visits per 12-month contract: Must attend two (2) quarterly MAC, CQI, & P&T meetings.
  3. **Corporate Financial Officer:** 2-visits: To attend one mid-year and one end-of-year financial meeting.
  4. **President/CEO/COO:** 4-visits per 12-month contract:
  5. **H.S.A. to Corporate Headquarters:** 1-visit not to exceed 3 days for the purpose of budget preparations, training, etc. Visiting in excess of this limit for any reason (e.g. turnover, additional training, etc.) will be borne by the Vendor and reimbursement to the County may be assessed.
  6. **H.S.A to ACA or NCCHC:** 1- conference per calendar year.
- Q. Policies and Procedures: The Vendor will have at a minimum, generic operational policies and procedures in place on the day of contract start-up. All policies and procedures will become site specific within 60-days of start-up. The County will review all policies and procedures prior to submission for the H.S.A., Medical Director and Jail Administrator's approval and signature. Medical policies and procedures will be detail oriented to the point a new hire could follow the procedures and successfully adhere to the policy. Policies and procedures will address the standards of ACA and NCCHC in a single manual.
- R. Change in Scope of Work: The County may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the contract

management fee, or in the time required for performance of the work, an adjustment will be authorized by Amendment. The County may also at any time issue a Change Order (according to applicable state/county purchasing procedures) to make changes in the details or service level of work performed. The Vendor shall proceed with the performance of any changes in the work so ordered by the County, pending an agreement between the parties or a judicial decision establishing the increase or decrease in compensation due to the Vendor and/or other appropriate changes to the contract.

- S. Communication with News Media: The Vendor shall not be interviewed by or otherwise communicate with any member of the news media about any aspect of the facility or any of its employees or inmates without first obtaining written or verbal permission from the Tulsa County Sheriff or his representative. In the routine course of business the Vendor shall not contact courts or court personnel without first notifying the Jail Administrator, Undersheriff, or Sheriff.

### MAILING INFORMATION

**IF YOU ARE OVERNIGHTING YOUR BID, WE HAVE FOUND THAT IN ORDER TO ASSURE RECEIPT OF YOUR BID BY THE FRIDAY AFTERNOON DEADLINE, IT IS BEST NOT TO OVERNIGHT PAST WEDNESDAY FOR A FRIDAY, 4:00 P.M., DELIVERY. THE COURTHOUSE HOURS ARE MONDAY-FRIDAY 8:30 A.M. TO 5:00 P.M. THE COURTHOUSE IS CLOSED ON THE WEEK-ENDS AND NO MAIL IS RECEIVED. OVERNIGHTING ON THURSDAY FOR A FRIDAY AFTERNOON DELIVERY OFTEN RESULTS IN A LATE BID WHICH WILL NOT BE ACCEPTED AFTER THE 4:00 P.M. DEADLINE.**