



REQUEST FOR PROPOSALS

NO. 2023-022

Inmate Medical Services for the Cherokee County Adult Detention Center (ADC)

DATE: May 17, 2023

County of Cherokee Procurement Department
1130 Bluffs Parkway
Canton, GA 30115

DATE: May 17, 2023

SOLICITATION NUMBER: RFP NO. 2023-022

**DESCRIPTION OF WORK: Inmate Medical Services for the Cherokee County
Adult Detention Center (ADC)**

PROJECT OVERVIEW

The Cherokee County Procurement Department, on behalf of the Adult Detention Center (ADC), is soliciting proposals from qualified companies to provide a comprehensive on-site Medical Health/Dental/Mental Health Services Program for the Inmates of the Cherokee County Adult Detention Center located at 498 Chattin Drive, Canton, GA 30115. The Cherokee County Procurement Department shall act as the Adult Detention Center's purchasing agent and shall assist the Adult Detention Center with proposal reviews, discussions, negotiations, and recommendation for award pursuant to this Request for Proposals (RFP). The Board of County Commissioners has sole authority to award a contract based on this RFP.

The Medical Services Provider (MSP) is a qualified health care Provider and Georgia LLC, licensed under the laws of the State of Georgia, engaged in the business of providing qualified health care services and staffing for Clients. The Cherokee County Sheriff has the constitutional duty and responsibility to operate the Cherokee County Adult Detention Center (ADC) and to ensure that inmates housing in said facility are provided health care services at a standard of care that meets or exceeds constitutional requirements. The Client, therefore, desires to enter into an agreement for the purposes of ensuring that inmates are provided appropriate care while incarcerated in the Detention center. The Client desires to retain MSP as an independent MSP to deliver the detention center health care services, and to provide qualified and competent health care professionals for above stated purposes.

The primary purpose of this solicitation is to obtain proposals from qualified providers to establish an on-site medical services program that addresses all the needs of the inmate population to include but not limited to:

- a. On-site initial physical assessments, on-going evaluation and treatment of minor medical conditions, and stabilization of urgent and/or emergency medical conditions.
- b. on-site dental services program to meet the needs of inmates, including but not limited to: initial physical assessments, extractions, examinations and emergency treatment; and

- c. on-site mental health services program to meet the needs of inmates; and
- d. establishment of an off-site Preferred Provider Network of hospitals, physicians and other ancillary medical providers to provide medically necessary services to inmates which cannot be provided on-site (at the Adult Detention Center);
- e. establish quality of service criteria, measure, and audit processes, develop complete and accurate data reporting to assist the Cherokee County Adult Detention Center in controlling costs and minimizing risk; and
- f. establish, maintain, and continuously improve all processes as necessary to meet and exceed all accreditations requirements; and
- g. utilization of the best practices for quality-of-care delivery that are actively monitored and audited to ensure performance that routinely meets the appropriate standard of care.
- h. The County reserves the right, in cooperation with the MSP to conduct quarterly performance evaluations and independent review of health care services with the MSP corporate representative.

PRE-PROPOSAL CONFERENCE:

MANDATORY

Date, June 1, 2023, at 2:00 p.m. (Eastern Time)

Interested Offerors are required to send a representative to attend a MANDATORY pre-proposal conference and site visit. Interested parties shall meet at:

Cherokee County Board of Commissioners, 1130 Bluffs Parkway, Canton, GA 30114

Proposals will only be considered from Offerors that send an authorized representative to the pre-proposal conference. Attendees must sign the County's sign-in sheet at the beginning of the conference. No attendees will be allowed to sign once the conference has begun. All attendees must remain until the pre-proposal conference is officially concluded.

DUE DATE FOR WRITTEN QUESTIONS:

Date, June 6, 2023, at 5:00 p.m. (Eastern Time)

Questions or clarifications concerning this solicitation should only be directed to the Cherokee County Procurement portal on the County website at

<https://www.bidnetdirect.com/>

DUE DATE/TIME: Date, June 9, 2023, at 3:00 p.m. (Eastern Time)

**RFP No: 2023-022 INMATE MEDICAL SERVICES
FOR THE ADULT DETENTION CENTER**

THE PROJECT: The Cherokee County Board of Commissioners Purchasing Department (County), on behalf of the Adult Detention Center (ADC), is requesting competitive sealed Bids or Proposals from qualified companies to provide a comprehensive on-site Medical Health/Dental/Mental Health Services Program for the Inmates of the Cherokee County Adult Detention Center located at 498 Chattin Drive, Canton, GA 30115 - as described herein.

There will **NOT** be a mandatory meeting to review the requirements. However, a facility tour will be provided for all interested proposers in accordance with the schedule. Touring the facility is NOT a mandatory requirement to submit a proposal.

All times in the solicitation are local times to Cherokee County Board of Commissioners, 1130 Bluffs Parkway, Canton, Georgia 30114. The term of Agreement(s) resulting from this solicitation can be found in the Scope of Services.

The schedule below is subject to alteration at any time by addendum posted on County's Solicitation Management page hosted by Vendor Registry.

Site visits are recommended for those that have not seen the space available for medical services. Those wishing to have a tour of this area must RSVP by May 26, 2023. At this time there is expected to be two tours, one at 9:00 AM and the second at 10:30 AM. Times will be assigned on May 30, 2023.

Pre-Conference meeting will be at Cherokee County Board of Commissioners, 1130 Bluffs Parkway, Canton, Georgia 30114.

SCHEDULE:

Issued	
Suggested Site Visit	May 31, 2023
Questions Due	June 6, 2023
Answers Posted	June 9, 2023
Bids/Proposals Due	June 13, 2023 @ 4:00 PM
Anticipated Award Date	July 3, 2023
Anticipated Contract Start Date	October 1, 2023

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1.0 MINIMUM QUALIFICATIONS FOR ALL OFFERORS

To be considered for award of this solicitation, offerors shall meet the following minimum qualifications. Failure to meet each of these qualifications may result in the offeror's disqualification.

- 1.1 The offeror must have experience, acceptable to the County, in administering health care programs at jail and/or prison facilities of a size comparable to that of the ADC.
- 1.2 The offeror must carry medical professional liability insurance in an amount of \$4,000,000 per occurrence and \$12,000,000 in the aggregate. If a "claims made" policy is provided, continuing liability coverage ("tail") of at least ten (10) years must be in force. The insurance must be placed with a company authorized to do business in the state of Georgia and have an acceptable a.m. best rating. Provide proof that offeror can provide professional liability coverage in the amounts required.
- 1.3 Minimum Proposal Acceptance Period – Proposal shall be valid and may not be withdrawn for a period of 60 days from the date specified for receipt of proposals.
- 1.4 Proposals may be withdrawn by submitting Offeror **prior to the submittal deadline, but not thereafter.**

2.0 MEDICAL SERVICES DELIVERY PLAN (MSDP), APPLICABLE STANDARDS AND LAWS

2.1 Affordable Care Act

The MSP shall be responsible for compliance with, and adherence to all applicable guidelines governing the Affordable Care Act.

2.2 American Correctional Association (ACA)

The MSP shall provide as part of its document submittal latest ACA accreditation and point of contact. The MSP shall be responsible for compliance with, and adherence to, all standards of the most current edition, of Performance Based Standards for Adult Local Detention Facilities and any existing or future supplements, and the most current edition, of the Standards for Juvenile Detention Facilities and any existing or future supplements.

2.3 Federal Detention Standards

The MSP shall be responsible for compliance with, and adherence to, all applicable Federal Detention Standards for agencies for which the facility currently houses detainees. Those agencies currently include, but are not limited to, the Bureau of Prisons, the Department of Homeland Security, Bureau of Immigrations and Customs Enforcement, and the United States Marshals Service.

2.4 National Commission of Correctional Health Care (NCCHC)

The MSP shall provide as part of its document submittal latest NCCHC accreditation and point of contact. The MSP shall be responsible for compliance with, and adherence to, all standards of the most current, Standards for Health Services in Jails, the most current, Standards for Mental Health Services in Correctional Facilities, and the most current Standards for Health Services in Juvenile Detention and Confinement Facilities.

2.5 Prison Rape Elimination Act (PREA)

The MSP shall be responsible for compliance with, and adherence to, all standards of the PREA. The ADC will enforce a “Zero Tolerance” policy on sexual harassment, sexual abuse and/or assault of inmates.

2.6 Georgia Minimum Standards

The MSP shall be responsible for adherence to all applicable standards of the Minimum Standards for Local Juvenile Detention Facilities in Georgia and the Minimum Standards for Local Adult Detention Facilities in Georgia.

3.0 THE EXPECTED PERIOD OF PERFORMANCE IS:

3.1 The period of performance shall begin upon approval of the agreement by both parties for the purposes of planning and execution of the transition plan. Actual medical services shall begin October 1, 2023 and continue for three years unless extended.

3.2 An X in box three indicates that an option to extend the proposed term is being requested. Options typically extend the initial period of performance in one year increments. Option Grants may require an addendum or be automatically extend the initial term, see option description as contained in the pricing form.

NO PHYSICAL ITEMS PHYSICAL DELIVERY REQUIRED:

3.3 For Physical Delivery solicitations, the period of performance for an award shall begin with either the placement of Purchase Order or the date indicated on the Agreement. All items to be delivered are to be FOB Cherokee County at the address indicated in the solicitation. Performance shall be complete upon final acceptance by the County. Time is of the essence for the delivery of each item specified. Warranty requested as below:

Warranty Term Requested: _____

No SERVICES REQUIRED PERFORMANCE OF SERVICES:

3.4 For Performance of Services solicitations, the period of performance shall begin with the placement of either a Purchase Order or the date of the Agreement unless the

Agreement, the SOW or the Solicitation Terms indicate that performance shall begin upon the issuance of an Authorization to Proceed (ATP), in which case the ATP would represent the beginning of performance. Term of services requested are as below:

Services Term:

- One Year
- Two Years
- Three Years
- Option for yearly renewal

OPTION GRANT:

This solicitation contains requested options; please see scope of work for additional details.

4.0 SUBMITTAL INSTRUCTIONS:

Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions that should include the following items (if indicated by an X in the box):

- Information and Addenda Acknowledgement Form (Appendix A),
- Non-Influence and Non-Collusion Affidavit (Appendix B),
- E-Verify Affidavit (Appendix C),
- References* (Appendix D), government and/or private sector who can provide detailed, knowledgeable input as to past and/or current performance,
- Acceptance of County' Standard Agreement**, as below: (Appendix E),
- Health Services Agreement
- Suspension, Debarment and Litigation Affidavit (Appendix F),
- MSP's License Certification (Appendix G)
- Evidence of/ability to provide Insurance at the limits identified herein, ***
- Certifications, Licenses or Registrations as required by law and/or as requested.
- Medical Services Delivery Plan
- Scope Of Work (SOW) Matrix

NOTES:

- a. The County reserves the right to contact not only those references provided, but may also use previous performance for the County, other contacts it identifies, and other sources of information believed to be viable to evaluate capability, viability, and performance. The County also reserves the right to use its previous experience working with Proposer(s) to evaluate all aspects of their proposal.

- b. If Acceptance of County's Standard Agreement is checked, all work/items defined herein are to be quoted according to these requirements. Copies of these agreements can be located at the County's Procurement web page after May 23rd, 2023.
- c. Insurance levels requested are those identified in the County's Standard Agreement, section "I".
- d. Standard Solicitation Terms Refer to Cherokee County Standard Solicitation Terms and Conditions.
- e. Following the deadline for submittal of proposals, a selection committee will review, analyze, and rank all proposals based on their response to the information requested.
- f. The County may request oral presentations, interviews, or discussions with any or all the Offerors for the purpose of clarification or to amplify the material presented in any part of the proposal. Therefore, all proposals, both cost and technical, should be complete and concise and reflect the most favorable terms from the Offeror.

5.0 SELECTION PROCESS

5.1 The selection process shall be comprised of three stages.

1. Determination of responsiveness
2. Scored proposals, and
3. Scored, interviews for those proposals determined to be best qualified

5.2 Determination of Responsiveness (Pass/Fail):

All forms and checklists shall be reviewed for completeness to determine responsiveness to the solicitation and statement of work requirements. Incomplete or missing forms or the inadequate compliance with the SOW, as documented on the SOW checklist will result in proposals being determined non-responsive and not further evaluated.

5.3 Scored Proposals (60 points Technical, 40 points Pricing):

Responsive Proposals will be scored based on the criteria contained in the RFP. The County shall determine the most qualified proposing organization from those proposals scoring highest and will notify those selected for interviews.

5.4 Interviews: (an additional 20 points)

Scheduled interviews are currently scheduled for the afternoon of June 30th and shall take place at the County's administrative offices at 1130 Bluffs Parkway, Canton, GA 30114. Interview time(s) and location(s) are subject to change, proposing

organizations are responsible for checking the addendums posted on the County's Bid-Net page.

- 5.5 Bids/Proposals that contain options or additive work above and beyond the base bid will be evaluated financially according to the criteria described in the solicitation. However, should the use of options or additive work proposed exceed the County budget, the County retains its rights to address such situations as described in its Standard Terms for Bid and Proposal Solicitation as well as the right to award based on the base bid only or the base bid plus quoted additive work that is within its budget.
- 5.6 By specifying the evaluation criteria, the County is identifying both general and specific areas that each proposal will be evaluated on, resulting in an award. Each criterion shall be addressed on a strategy and tactical level and shall be supported by actual examples of how these areas have been achieved in jails of similar size and nature.

6.0 PROPOSAL SUBMISSION:

- 6.1 Proposal shall be uploaded as one (1) complete PDF document, the appendixes may be submitted separately and concurrently. Do not submit multiple attachments for one proposal. Cover letter and executive summary shall not exceed three pages (3), proposal content addressing and clarifying the work requirements and appendixes and supporting documentation. Proposal shall include all items necessary for the County to evaluate based on the above criteria and all other requested information specified in the scope of work. Proposal shall be organized and the layout shall follow the same outline as the scope of work.
- 6.2 The County has two methods for receiving bids and proposals that are mutually exclusive: either electronically or by physical receipt. The box with the "X" below indicates how and where bids or proposals are to be submitted. The County will NOT accept proposals by fax, or e-mail unless authorized, in writing, by the Procurement Director. The solicitation submission deadline will be strictly enforced; no late bids/proposals will be accepted for any reason, please plan accordingly.

Electronic Submissions Only:

- Bids and Proposals are to be submitted electronically ONLY to the County's designated Web site or location. Physical copies are not to be submitted unless approved in advance by the Purchasing Director.

Proposals and all requested documentation to be provided electronically should in the Adobe Portable Document Format (PDF) unless otherwise indicated in these solicitation instructions. Documents provided in response to this solicitation are to be named according to the following naming convention:

- a. [Solicitation Number] [Vendor Name] _ [Document Type]
Example: "2017-111_ABC Company Proposal"

AND/OR

Physical Submissions Only:

- Bids and/or Proposals are to be submitted on-time and ONLY in physical (paper) form and delivered to Cherokee County Procurement Department, Solicitation # 2023-022 1130 Bluffs Parkway, Canton GA 30114. On-line submissions are not to be tendered without the advanced approval of the Purchasing Director.

Number of Submittals: 1 Original and 1 Copy

7.0 QUESTIONS/ADDENDA:

Only written inquiries will be permitted during the solicitation period. Questions are to be submitted via Bid Net for this solicitation no later than the date and time indicated in the Schedule, as may be amended. Answers will be posted via formal Addendum and only released as part of the solicitation documents on the County's designated website. All interested parties are instructed to monitor the County's website on a regular basis throughout the solicitation period. The final date for posting of Addenda is per the Schedule, as may be amended.

8.0 COUNTY'S RIGHT TO REJECT SUBMISSIONS:

The County reserves the right to reject any or all bids/proposals, to waive technicalities and to select and final award as deemed to be in the best interest of the County, including using any form of contract it deems most advantageous to the County. The County further reserves the right to reject the bid of any vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or who upon investigation shows is not in a position to perform the contract. Incorporated herein by this reference are Cherokee County's Standard Solicitation Terms and Condition.

9.0 CONE OF SILENCE:

No contact is allowed with anyone outside the Procurement Department prior to the proposal due date. Contact with non-Procurement personnel may result in scoring reductions or proposal rejections.

10.0 GENERAL GUIDELINES AND SCOPE OF WORK:

- 10.1 The Cherokee County Adult Detention Center is a Triple Crown Agency. This means the agency is accredited by the ACA, NCCHC, and is PREA compliant. The awarded MSP will be responsible for meeting all of the requirements and standards established by the National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), and Prison Rape Elimination Act (PREA). The awarded company shall maintain these, and future accreditations. The next ACA accreditation inspection is in 2025. The most recent NCCHC accreditation inspection was completed in April 2023. The next PREA compliance audit will be in June 2023.
- 10.2 The Cherokee County Adult Detention Center is seeking a responsive, proactive health care program that incorporates all aspects of an effective and cost-effective program. The program must provide all medically necessary services, be cost effective and

maintain the level of service quality in accordance with standards established by the NCCHC, ACA, and PREA (**See section 2.0, Applicable Standards and Laws**).

- 10.3 The term Medical Services Company (MSP) will be used to refer to the company or organization responsible for developing and maintaining a responsive, proactive health care program as described herein. The services provided by this Contract shall apply to any inmates that are housed in the Adult Detention Center facility.

11.0 FACILITY BACKGROUND, DESIGN, AND OPERATIONAL OBJECTIVES

- 11.1 The Adult Detention Center, located in Canton, Georgia, is the main facility. The main facility encompasses the Millennial jail and new Housing Tower. The Millennial jail is a 512-bed facility. The facility also has a 27-bed medical / special needs housing unit. The inmate population as of April 27, 2023, was 564 inmates. The inmate population consists of both male and female adults, with the following statuses: pre-trial, post-trial, county sentenced and those awaiting transfer to state institutions. Inmates in the Cherokee County Adult Detention Center come from local, state, and federal law enforcement agencies in Cherokee County.
- 11.2 The Millennial jail is a direct supervision modern four-story modular design building with eight inmate housing units including four 64-bed double cell units and four 64-bed dormitory units. The Millennial jail is operated using Direct Supervision, a philosophy of inmate management that inserts a deputy sheriff in the housing unit to supervise the inmates in that unit. This style of management has proven to reduce disruptive behavior among inmates, creating a much more effective form of control and supervision.
- 11.3 In April 2021, the Housing Tower addition was completed. It is a 583-bed facility adding approximately 200,000 square feet to the main facility. With the addition of additional capacity, the first floor has been designated as special needs housing and the medical housing units will remain unchanged. The awarded MSP must provide care to an increased number of inmates, see current population projections. The awarded MSP will be responsible for adding additional care/staff as the ADC increases.
- 11.4 The Housing Tower has a total of 6 isolation cells of which 2 are located on each housing floor and 1 padded cell on each housing floor for a total of 3 padded cells. In addition to the Adult Detention Center, the 200,000 square foot building includes Sheriff Administration, Fire/EMA Administration, and the E-911 Center.
- 11.5 The design and function of the three (3) inter-related medical areas of the Adult Detention Center support include: the medical clinic, the medical / special needs housing, and the medical administration area. There is designated work space for routine medical functions to be performed in a sanitary and private environment.
- 11.6 The 27-bed medical housing unit is located adjacent to the facility's medical clinic and medical administration area. There are four (4) medical isolation cells (negative pressure), 19 medical cells and four (4) special observation cells. The medical housing unit contains a central nursing station, storage closets, and restrooms. The medical department is staffed seven days a week, twenty-four (24) hours a day to provide a continuum of health care. Maintenance services are performed by ADC facility

maintenance personnel.

11.7 The medical clinic will be used for exams and treatment of inmates that have been screened and scheduled to come to the clinic. The clinic will normally be operated during the day shift hours, Monday through Friday.

11.8 The MEDICAL CLINIC at the Adult Detention Center contains the following areas to support the delivery of health care services:

- Biohazard and Waste Room
- Dental suite and dental lab
- Equipment storage room (?)
- Examination rooms (3)
- Inmate restroom
- Inmate waiting area (?)
- Janitor's closet (?)
- Telehealth Station (?)
- Nurses' station
- Secure pharmacy room (?)
- Small laboratory (?)
- Staff restroom
- Storage closets for clean and soiled linens
- X-ray processing/records area
- X-ray room
- Vital Machines (3)
- Oxygen Racks (2)

11.9 The MEDICAL CLINIC examination areas contain the following equipment:

- Blood draw chair (3)
- Dental x-ray processor (1)
- Exam light with mobile stands (4)
- Exam stool with castors (6)
- Exam tables (3)
- Physician's scale (1)
- Wheelchair (2)
- Medication Distribution Carts (2)
- Oxygen Concentrator Machine (1)

11.10 The DENTAL TREATMENT AREA in the clinic contains the following equipment (see Attachment 2 for specifications):

- Air compressor (1)
- Chair mounted dental delivery system (1)
- Dental Assistant's stool (1)
- Dental light (1)
- Dentist's stool (1)
- Intra-oral x-ray unit (1)

- Laboratory Sterilizer (1)
- Patient dental chair (1)
- Rear Mounted Delivery System (1)
- Vacuum-pump (1)
- Variety Dental Tools
- X-ray film processor (1)

The County currently uses a mobile x-ray service; no provision has been made for on-site x-ray equipment.

11.11 The MEDICAL ADMINISTRATION AREA is located adjacent to the medical clinic and provides offices and support space for medical personnel. The medical administration area contains the following:

- Administrative Assistant's office (1)
- Medical Administrator's office (1)
- Medical Escort Deputy's office (1)
- Mental Health office (1)
- Multipurpose/conference room
- Nurse supervisor's office (1)
- Physician's office (1)
- Receptionist area (1)
- Staff restrooms (3)
- Storage room (2)

The MSP is responsible for all additional equipment and supplies necessary for the execution of the Medical Services contract.

12.0 MSPS AND SUB-CONTRACTORS

Except as defined herein, there shall be no portions of this contract to be sub-contracted without the prior, written approval of the ADC.

13.0 INDEMNIFICATION

Please refer to section IV Covenants of Consultant, "G" Responsibility of Consultant and Indemnification of County stated in the County's Professional Health Services Agreement.

14.0 GRIEVANCES

The selected MSP shall agree to abide by and follow the rules and time requirements of the Inmate Grievance Procedure to be initiated at the ADC.

15.0 INSURANCE

The selected MSP shall agree to maintain and provide evidence of the insurance requirements as outlined in the Professional Services Agreement (Section IV.I: Insurance).

16.0 RIGHTS AND AUTHORITY OF THE ADULT DETENTION CENTER

- 16.1 Subject to the detailed provisions stated in the RFP, the MSP's quality of work, hours of operation, delivery schedules, and all other phases of operation will be always subject to the review and approval of the ADC.
- 16.2 The ADC will have the right to send representatives into areas assigned for the MSP's use at any time for maintenance, inspection, or any other purpose deemed appropriate by the ADC.
- 16.3 The ADC may require the MSP to immediately remove any of its employees from the jail premises for any reason sufficient to the ADC. The responsibility for making such removals will be assumed by the MSP.

17.0 CONTRACT

- 17.1 The contract to be utilized for this project is the County's Health Services Agreement (HSA) attached as for reference. Certification of acceptance to the HSA is required by submittal of Appendix E. This contract will remain in full force and effect for three (3) years from the date of commencement. The HSA will have the option to be automatically renewed for two (2) additional one-year terms unless terminated for convenience by the County.
- 17.2 Any exceptions to the HSA should be submitted in writing on Appendix E so that considerations may be made or rejected prior to award recommendation. The County will entertain no negotiations of contract terms after an award recommendation is made by the Selection Committee and the HSA submitted to the Board for their consideration.

18.0 SERVICE LEVEL PRICE ADJUSTMENTS

Any award resulting from this RFP will contain a service level adjustment clause that reflects the impact to the MSP's invoice of understaffing and failure to meet predetermined performance objectives. Service levels will also be established for each process as well as the value of under-delivering.

18.1 Service Level Adjustments

18.1.1 – Health Appraisal Examinations must be completed by a qualified healthcare professional for each inmate within (14) days of incarceration. A penalty of \$200.00 per day will be assessed beginning on the 15th day of incarceration and will continue until the examination has been completed. Inmates identified with clinically significant findings because of a comprehensive screening receive an initial health assessment no later than two (2) days from incarceration. A penalty of \$200.00 per day will be assessed on the 3rd day of incarceration and will continue until the examination has been completed.

18.1.2 – Intake Receiving Screenings shall be performed on all inmates within 4 hours upon their arrival to the ADC, 24 hours a day, seven days a week by trained and qualified healthcare personnel, to include a paramedic, at all times. A penalty of \$100.00 will be assessed for each inmate that has not received a completed intake receiving screening within (4) hours of

incarceration at the ADC. This penalty will continue daily until the receiving screening has been finalized.

18.1.3 – Annual Physicals shall be completed on all inmates incarcerated greater than 365 days. A penalty of \$200.00 per day will be assessed on the 366th day of incarceration and will continue until the annual physical has been completed.

18.1.4 – Inmate Health Care Requests / Complaints – Complete a face-to-face assessment on all inmate health care requests within 24 hours of submission. A penalty of \$50.00 per day will be assessed for each inmate that has not received a face-to-face evaluation until one has been completed.

18.2 Complete Referrals to Appropriate Upper-Level Provider for Complaints

18.2.1 - Routine: shall be seen within 5 days.

18.2.2 - Urgent: shall be seen within 2 days.

18.2.3 – Emergency: shall be seen immediately.

18.2.4 – A penalty of \$50.00 per day will be assessed for each inmate that has not been seen in the appropriate referral time frame.

18.3 Dental Call – ADC

18.3.1 – The onsite weekly required hours to be performed by the Dentist and Dental Assistant will be on Friday's. Annual dental cleanings shall be completed on all inmates incarcerated greater than 365 days. A penalty of \$100.00 per day shall be assessed on the 366th day of each inmate's incarceration until the annual dental cleaning is complete.

19.0 CONTRACT PERIOD: TERM OF CONTRACT & RENEWAL NEGOTIATION

19.1 The County hereby contracts with MSP to provide the Services specified herein for an initial period beginning October 1, 2023, through October 1, 2026.

19.2 The County reserves the right to extend this Contract on an annual basis, if this is determined to be in its best interest. The life of this Contract including all extensions shall not extend beyond a period of three (3) years.

20.0 NEGOTIATIONS FOR COMPENSATION AND OTHER CONTRACT CHANGES FOR RENEWAL YEARS

20.1 The compensation (i.e., annual base price and per diem rate as defined) for renewal years shall be agreed upon, as well as any other proposed modifications to renewal contract terms, no later than February 16th in each year of a potential renewal.

20.2 If the Parties cannot reach agreement on compensation and renewal terms, each Party will continue performance under the then-existing contract terms until expiration or termination pursuant to this Agreement.

- 20.3 Compensation from year to year may not increase, if at all, greater than the percentage change in the U.S. Department of Labor's Consumer Price Index, Average for Medical Care Services, or such other index as agreeable to both parties.
- 20.5 The staffing plan for the initial year of this Agreement is predicated on an Average Daily Population ("ADP") of 550.
- 20.6 For renewal terms, should the annual ADP for the previous calendar year increase or decrease more than 20 inmates the Contractor and the County will negotiate the associated impact to costs for future contract periods.
- 20.7 The Parties agree that any changes to costs under this Contract, except for changes to costs attributable to scope changes directed by the County pursuant to Section 20.5 will be effective only for the following contract period.
- 20.8 Notwithstanding the above, staffing changes necessary to maintain the standards set forth in this Contract will be made by the MSP as necessary during the term of the Contract, and any increased costs of such staffing changes will be borne by the MSP during the then-current contract period.
- 20.9 Award made pursuant to this solicitation shall be on a fixed price basis using the County's Health Services Agreement (HSA) incorporated in this RFP for a period of up to three years. The provider shall include the number of additional staff required to accommodate the future growth of the inmate population at the conclusion of the construction expansion process.
- 20.10 Cherokee County requires prices to remain firm for the initial contract period. Contract to begin October 1, 2023, and or upon execution of the contract documents and terminate on October 1, 2026. The contract may be renewed for three (3) additional one (1) year periods provided fees are firm (or subject to a pre-approved increase), service is satisfactory, both parties are willing to renew, and renewal is approved by the Cherokee County Board of Commissioners. Prior to each period of renewal, any increased in renewal rates will be evaluated and compared to the actual rate of inflation experienced and will thereby remain subject to negotiation. All prices in the Proposal must be firm for each year of the contracting period. Each Proposer shall identify areas of potential risk and risk mitigation related to the pricing.

21.0 TERMINATION OF CONTRACT

- 21.1 Termination of Cause - Cherokee County may terminate the contract at any time if the MSP defaults in the performance of any term of this Agreement or fails to make substantial progress under the terms specified in the contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.
- 21.2 Cherokee County shall provide the MSP with thirty (30) days' notice of conditions endangering performance. If after such notice, the MSP fails to remedy the condition contained in the notice, Cherokee County shall issue an order to stop work immediately.

- 21.3 This agreement may be canceled, without cause, by the County upon on hundred twenty days (120) days prior written notice.
- 21.4 Cherokee County shall be obligated to reimburse the MSP for only for those services rendered prior to the date of notice of termination for cause, less any set off monies that may be assessed for non-performance.

22.0 TERMINATION FOR CONVENIENCE

Termination for Convenience – The County may terminate this Agreement at any time by written notice to the MSP. In the event of the County's termination of this Agreement for convenience, the MSP will be paid for those services performed up to the day of termination. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the MSP which shall itemize each element of performance.

23.0 STRATEGIC MANAGEMENT PLAN

23.1 The ADC is seeking a comprehensive, detailed medical services delivery plan. At a minimum, the below items are requested and will be used to evaluate both the proposal and will be used as the baseline for the expected performance throughout the length of the agreement. The ADC is seeking a **Medical Services Delivery Plan (MSDP)** that can be measured, maintained, and improved. When preparing responses for each section, the vendor shall present a comprehensive MSDP and consider addressing the following critical items:

- Core competencies, previous experience and specific examples
- Strategic Plan of action for the ADC and the expected outcome
- Strategic Management Plan including organizational structure, key personnel roles and responsibilities, strategic level staffing management plan, management of pharmaceuticals and process oversight
- Perceived areas of risk and proactive action plan of addressing those areas and the expected performance outcome
- Identify and address areas that will be managed on-site vs. off-site and identify the responsible party for managing both services.
- How discrepancies/performance shortfalls will be addressed
- Provide a written plan that addresses how mental health concerns/diagnoses will be addressed, treated and what measures will be established to ensure inmate is receiving appropriate care, treatment and/or monitoring.
- Provide examples of how proactive and timely health assessments have been used at other similar jails to prevent medical conditions that may have otherwise gone unnoticed/untreated and describe how those processes will be established at the ADC.

23.2 Medical Services Provider: Must have a minimum of five (5) years of medical correctional experience (strongly preferred), or ten (10) years' experience in a medical teaching hospital, or ten (10) years' experience in the provision of medical

services in a public/indigent medical hospital. Experience shall include proactive programs with reasonable service outcomes.

- 23.3 Develop, maintain, and deliver services in compliance with a Medical Service Delivery Plan (MSDP) that addresses all aspects of providing inmate care, including the preparation and implementation of clinical protocols, policies, and procedures that comply with the policies and procedures of the Adult Detention Center and meet all standards and requirements set forth herein. The MSDP shall include a comprehensive internal quality management/improvement program which includes ensuring that all services are in compliance with applicable accreditations and the conducting on-going evaluations of compliance in performing against its policies and procedures, and the monitoring of results being documented and reported on a quarterly basis to the Jail Administrator. This plan shall be subject to the initial and then ongoing approval by those delegated such responsibility at the ADC.
- a. The MSDP shall contain a section that identifies an off-site Preferred Provider Network to provide all covered medically necessary services which cannot be provided on-site to inmates at the Adult Detention Center during the term of this Contract. Every effort shall be taken by the MSP to minimize the amount of time inmates are treated off-site. All Preferred Providers recruited must be fully credentialed by the MSP to verify licensure, certification, accreditation, etc., and signed contracts must be obtained with photocopies submitted to the Adult Detention Center Administrator thirty (30) days prior to the effective start date of this contract. To support the delivery of comprehensive health services, the Preferred Provider Network must address the following medical specialty services and where applicable, the providers that are to be used:
- general hospital facility to provide affordable and quality treatment for those inmates requiring medical/surgical emergency services (e.g., inpatient and outpatient health care services).
 - tertiary care hospital facility for treatment of those inmates requiring medical/surgical trauma services otherwise not available at a general hospital.
 - A psychiatric facility to provide treatment for those inmates requiring inpatient psychiatric services.
- b. Individual practitioners and/or group specialty physician practices are to provide the following routine **Outpatient** clinics and individual treatment as necessary for the following medical services on an as-needed basis:
- Allergy
 - Cardiology
 - Dermatology
 - Dialysis
 - Ears/Nose/Throat
 - Gastroenterology

- General Surgery
 - Internal Medicine
 - Obstetrics/Gynecology/High Risk OB
 - Ophthalmology/Optomety
 - Orthopedics/Physical Therapy
 - Psychiatry
 - Urology
- c. The MSDP shall contain a section that identifies a laboratory provider to provide all necessary routine and STAT laboratory services which cannot be provided on-site at the Adult Detention Center. STAT laboratory results/reports must be delivered to the Adult Detention Center within twenty-four (24) hours after receipt of the specimen.
- d. The MSDP shall contain a section that identifies a radiological provider to provide all necessary routine x-rays which cannot be provided on-site at the Adult Detention Center. This provider can be a free-standing radiology service or provided at the general hospital.
- e. The MSDP shall contain a section that identifies a pharmacy provider to provide all prescription and non-prescription medications, including AZT and other AIDS-related medications in accordance with all local, state, and federal rules, regulations, and laws. The MSP will be responsible for all costs associated with the prescribing and dispensing of medications through this preferred provider. The MSP shall disclose to County the negotiated rates for all issued drugs and allow for the County to provide such drugs at a lower cost, either directly or indirect to the MSP.
- f. The MSDP shall contain a section that describes how the ongoing relationship between The Cherokee County Adult Detention Center and Northside Cherokee Hospital for off-site emergency treatment services will be continued. The MSP must address utilization management for the review and analysis of on-site medical services and off-site referrals to preferred providers, including sub-specialty and inpatient stays. The utilization management of this relationship must include non-urgent hospitalization pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures. This utilization management plan must demonstrate that the use of off-site services has been appropriate as medically indicated and that the length of stay is appropriate for the level of care required, neither longer nor shorter than medically indicated.
- g. The MSDP shall contain a section that identifies a detailed plan outlining how cost savings will be achieved through the on-site medical services program and off-site referrals to a preferred provider for necessary medical/surgical treatment. The MSP shall continuously review best practices and demonstrate value through cost savings initiatives, timely reporting, and overall quality of care.
- h. The MSDP shall contain a section that identifies at a strategic level how staffing

requirements will be managed, the role of corporate support, reporting relationships and how both planned and unplanned absences will be addressed. It is critical that all positions are filled throughout the entire term of the contract to ensure that off-site treatment requirements are not due to the MSP's lack of having an adequate number of trained staff on-site.

- i. The MSDP shall contain an exhibit that contains a complete transition plan, addressing the transition events, responsibilities and required timing. For purposes of planning, it should be assumed that an agreement is executed and authorization to proceed is obtained by August 31, 2023.
- j. Provide a comprehensive internal quality improvement program (IQIP) as part of the medical services delivery plan which shall include how the MSP will provide for the on-going evaluation of compliance with its policies and procedures, monitoring results documented and reporting on a quarterly basis to the ADC Administrator. Provide examples how this has been performed in other jails of similar size and provide specific information on how the IQIP plan will be implemented at the ADC.
- k. MSP to provide an internal quality improvement programs and audit programs in place to ensure that the ADC will maintain Triple Crown accreditation.
- l. MSP to describe the methods that will be used in implementing a management information system for collecting and analyzing trends in the utilization of the medical services provided.

24.0 ACCREDITATION PLAN DATA NEEDED

- 24.1 The MSP shall have prior experience working with accreditation requirements will be responsible for maintaining the Adult Detention Center's Triple Crown accreditation and will be responsible for all costs associated with the accreditations. The MSP's failure to maintain all these accreditations may result in termination of the contract or financial payments for the County shall be set forth in the contract.
- 24.2 Abide by NCCHC accreditation standards and must maintain NCCHC medical accreditation. The MSP will be responsible for all costs associated with this NCCHC accreditation. Failure to achieve and maintain this accreditation may result in termination of the contract or financial penalties to be set forth in the contract.
- 24.3 Abide by all American Correctional Association (ACA) accreditation standards as it applies to medical services for Adult Local Detention Facilities (ALDF).
- 24.4 Abide by all Prison Rape Elimination certification standards as they apply to the adult detention center and all ADC personnel including vendors, volunteers, and contractors, etc.
- 25.5 Compile monthly statistical utilization reports of services provided which are to be used to create quarterly service reports to the Adult Detention Center Administrator. The MSP must describe the methods to be used in implementing a management information system for collecting and analyzing trends in the utilization of the medical services provided.

25.0 MEDICAL SERVICE PROVIDER TO PROVIDE

- 25.1 Provide the number of contracts with jails that currently hold accreditations with NCCHC, ACA, PREA and/or Medical Association of Georgia (MAG) or equivalent. Please provide a table that details the number of accredited facilities and the types of each accreditation maintained. Also, include date of initial accreditation and indicate whether your organization was responsible for meeting the initial accreditation requirements.
- 25.2 Provide the number and type of accreditation audit findings leading to probation, and number of accreditations that the vendor lost while under contract with a jail that held accreditation with NCCHC, PREA, and ACA in the past 5 years. Please also provide reasoning for probation and/or losing accreditation.
- 25.3 Provide schedule of types of reports that will be provided to the ADC and provide examples of timely reporting.
- 25.4 Provide the number of fines or penalties from NCCHC, ACA, PREA, and/or MAG in the past 5 years and reasoning for each.
- 25.5 Provide resumes of staff member(s) that will oversee the ADC's accreditation including but not limited to name, title, years with company, number of jails currently overseeing, specific training, etc. These staff members will be identified as key personnel in the agreement.
- 25.6 Provide the process for preparing annual audits and submitting all required reports and data to the ADC in a timely manner.
- 25.7 Indicate when each type of report will be delivered. The ADC's expectation is that all reports from the previous month shall be available by the 15th of the current month.
- 25.8 Provide an integrated site level quality management plan addressing all aspects of performance required for successful service delivery to the ADC. The medical director or a direct report thereto (to be defined in proposal) shall utilize the quality management plan to evaluate the health care provided to the inmates, at both on-site and off-site locations, on a continual basis for quality, appropriateness, and continuity of care. The MSP shall actively seek out opportunities for improvement for all problems identified by the contract monitor or Jail Administrator regarding the on-site medical services rendered to inmates. If an external quality monitoring MSP is used by the Adult Detention Center, the service provider shall agree to cooperate fully with external MSP and comply with the ADC's overall quality management plan.
- 25.9 Provide written plan describe how the MSP will achieve and maintain appropriate **off-site** treatment time of inmates while always providing quality medical care.
- 25.10 Provide written letters of intent from these providers willing to participate as a Preferred Network. Provide the previous relationship (if any) with these network providers (i.e. are these network providers part of any current or previous jail contracts, length of business relationships).

- 25.11 Provide letter of intent from laboratory provider and their demonstrated ability to deliver reports within 24 hours after receipt of specimen. Provide processes in place to ensure reports are delivered within the requested timeframe.
- 25.12 Provide letter of intent from radiological provider and type of service (free-standing or hospital). Provide processes in place to ensure the ADC receives quality of care.
- 25.13 Provide letter of intent from pharmacy capable of providing all required medications. Provide current contracts with same pharmacy, processes in place to ensure medicine is delivered in a timely manner and accurately distributed to the inmates. If MSP has their own pharmacy, provide how pharmacy will be operated, how medication will be provided to the ADC inmates, and other processes, policies, and procedures in place to ensure accuracy.
- 25.14 Provide letter of intent of existing relationship from Northside Cherokee Hospital. Provide proposed scope of utilization and management program and how it has been utilized in other jail facilities comparable to the ADC and how it will be used at the ADC.
- 25.15 Provide Number of staff members that attend the NCCHC annual conference or similar conferences for continuing education in the accreditation field.

26.0 TACTICAL PLAN DATA NEEDED

- 26.1 The MSP shall provide experienced medical staff meeting all the staffing levels as agreed upon. Staff shall be adequately trained on the procedures and processes identified in the MSDP to ensure effective care is delivered to the ADC and create accurate data from which the efficacy and continuity of service can be measured, maintained and improved. The MSP must employ only licensed, certified, and professionally trained personnel. The MSP must provide resumes, complete work history, clinical skills, and a photocopy of the degree(s) and license(s) for each employee/position to be filled upon award of this contract. The following are the general requirements for certain specific positions.
- 26.2 Project Manager - Minimum of five (5) years managerial experience, of which three (3) years must be in health care.
- 26.3 Medical Director / On-Site Primary Care Physician - Licensed, Board Certified Internist or Family Practitioner, with a minimum of three (3) years 'experience in correctional health care and/or a comparable clinical environment, such as public health, urgent care, or indigent care. The Medical Director shall have the licensing, credentials, and experience to administer methadone.
- 26.4 Nurse Supervisor / Licensed Registered Nurse, with a minimum of five (5) years' experience in correctional health care and/or a comparable clinical environment, such as public health, urgent care, or indigent care.

- 26.5 Staff Nurses - Licensed Registered or Practical Nurse, with a minimum of one (1) year of experience in correctional health care and/or a comparable clinical environment, such as public health, urgent care, or indigent care.
- 26.6 Provide detailed plan of the MSP's intake screening/placement protocols and processes and how they will be managed, implemented, measured and steps taken in the event unsatisfactory services are provided.
- 26.7 Provide detailed treatment protocols and techniques that will be used to best serve the ADC and examples of how these have been successful in other jails.
- 26.8 Provide policies, procedures and processes that will be utilized to conduct health assessments and ensure each inmate is evaluated within 4 hours of initial processing into the ADC.
- 26.9 Provide detailed plan, policies, and procedures of how the MSP will ensure medication is properly and safely distributed to inmates 24/7.
- 26.10 Provide policies, procedures and processes that will be utilized for handling and responding to each inmate request for medical treatment. Provide specific examples of how this has been established at other similar jails.
- 26.11 Provide detailed action plan and specific examples of how the MSP has managed mental health services and their proactive approach to treatment and identification of symptoms.
- 26.12 Provide detailed policies and procedures that will be used to accept, track, report and resolve complaints and examples of how this has been effective for other jails.
- 26.13 Provide an example of total quality management plan integrated into all aspects of your company's ability to meet and exceed customer expectations.
- 26.14 Demonstrate your ability to prepare and implement clinical protocols, policies, and procedures that comply with the policies and procedures of the ADC for our application by providing specific examples of how and where these protocols, policies and procedures were used and how they will be used at the ADC.
- 26.15 Provide an overall program design that addresses critical services and how they are managed to provide cost effective care and maintenance of accreditation at the ADC.

27.0 STAFFING PLAN REQUIREMENTS

It is expected that the MSP will maintain the staffing required to provide the County with an effective inmate healthcare delivery system that has sufficient numbers and types of health staff to provide adequate, efficient, and basic inmate care needs. Remaining compliant with NCCHC, ACA, and PREA standards is mandatory.

A penalty of the contracted rate plus 15% per day will be assessed on vacant hours that are not filled during everyone (1) week pay period. Vacant hours include all call outs, no-shows, leave of absences, vacations, and vacant positions. MSP shall not backfill a position with an employee who does not have the same qualifications/licensures of the position noted in the staffing matrices included in the contract. Overtime and agency hours must be utilized to fill daily vacant positions, not hours. Overtime hours and agency hours worked in other positions cannot be used to fulfill another vacant position. Any mandatory training required by the County will count as a fulfilled hour and not be **deemed a vacant hour and shall not apply toward the Full Time Employee (FTE) count. Any hours served in** a position by personnel with higher qualifications or licensure than required by such position shall be applied to the required daily hours of such position; by way of example, a Registered Nurse may serve the required daily contracted hours of a Licensed Practical Nurse and shall not be deemed vacant and shall not require a credit. In the event that the number of hours actually provided during any given one (1) week pay period for each position is less than the number of hours required during any given one (1) week pay period for each position in the Staffing Matrices, a monthly credit will be issued for the difference in pay period hours at the contracted rate for each position plus 15%. Staffing hours shall be calculated everyone (1) week pay period and a monthly credit shall be issued for one (1) pay periods.

27.1 The ADC is seeking a comprehensive, detailed staffing plan, to provide the detail that supports the strategic level staffing overview that is addressed in the MSDP. At a minimum, the below items are requested and will be used to evaluate both the proposal and will be used as the baseline for the expected performance throughout the length of the agreement. When preparing responses for each section, the vendor shall present a staffing plan that include a minimum, the roles listed below, and any other positions proposed.

- A. Who is responsible for the staffing plan (corporate or will it be managed by one of the staffing members on-site at the ADC).
- B. How vacation and sick days will be addressed to ensure the ADC always has a full staff.

Proposal shall provide specific responsibilities, job duties, required experience/licensing for each position below. If any new positions are added, provide the title, number of hours/days expected to work, duties, responsibilities, experience/licensing, etc.	Response:
Administrative Staffing	
Medical Director	
Project Manager	
Health Care Practitioner Coverage	
RN Coverage / LPN	

Intake Screening	
Infirmery Care/Medical Observation	
Sick Call and Clinic Services	
Medication Distribution	
Behavioral Health Services	
Medical Record Services	
Dental Services including level of dental care to be provided, letter from Dentist that will be assigned to the ADC, proposed staffing hours, and method of ensuring all inmates are provided a dental examination within 14 days of booking.	

- 27.2 Below are the positions and days of coverage believed to be necessary to support the ADC staffing plan. All hours/positions must meet NCCHC standards. Deviations to the below plan are acceptable as long as documentation and justification are provided with reasoning and expected measurable, increased service levels for the change. Please note this staffing plan is based on an average inmate population of 550, which is staffing assumption to be made by the service provider. As the ADC inmate population grows, the MSP shall be capable providing increased staffing levels consistent with the level of care required for additional inmates.

Day Shift									
Position	MON	TUES	WED	THUR	FRI	SAT	SUN	HRS/ WEEK	F T E
HSA Project Manager	✓	✓	✓	✓	✓				
Administrative Assistant	✓	✓	✓	✓	✓				
Medical Director/Physician		✓			✓				
Mid-Level* - Nurse Practitioner	✓		✓	✓					
Women's Health/ NP/PA*			✓						
RN	✓	✓	✓	✓	✓	✓	✓		
LPN Pharmacy/infirmery /intake	✓	✓	✓	✓	✓	✓	✓		
Psychiatrist		✓		✓					
Mental Health Care Provider (Masters)	✓	✓	✓	✓	✓	✓	✓		
Dentist					✓				

Dentist Asst.						✓			
Optometrist if requested									
Additional Skills if Required									
Additional Skills if Required									
Total Hours/FTE									

Night Shift									
Position	MON	TUES	WED	THUR	FRI	SAT	SUN	HRS/ WEEK	F T E
RN	✓	✓	✓	✓	✓	✓	✓		
LPN pharmacy/infirmarary/intake	✓	✓	✓	✓	✓	✓	✓		
Total Hours/FTE									

27.3 Administrative Staffing

The awarded MSP shall ensure administrative supervision of the staff by a Medical Director or Project Manager. In the event the PM / HSA is out, the MSP will be required to place a Director of Nursing in their place.

27.4 Medical Director

The Medical Director shall ensure the healthcare program is in accordance with all policies, procedures, best practices and follow state, federal, and accreditation requirements.

27.5 Project Manager

A designated PM shall be assigned to the ADC and shall oversee the administrative requirements of the MSP’s medical program, including but not limited to recruitment, staffing, contracts, data gathering/review, monthly reports, as required, medical record keeping and other contract management services. The PM shall manage the ADC’s medical program based on defined goals, objectives, policies, and procedures to ensure that the medical program is conducted in accordance with state and local regulations as well as NCCHC, ACA, and PREA standards. The PM shall provide administrative supervision for the Medical Director and all other medical staff, and shall also perform the following job functions:

- Monitor the implementation and effectiveness of procedure and programs.
- Evaluate financial/statistical data and program needs/problems and make recommendations for improvements and implement improvement plans.

- Develop, utilize, revise, interpret and ensure compliance with the MSP and facility policies and procedures.
- Monitor sub-contracted services.
- Maintain communication and a good working relationship with facility administration, MSP employees, ADC personnel, contracted vendors and outside agencies.
- Oversee in the recruitment, orientation, and performance evaluation of MSP employees.
- Ensure appropriate licensure, credentialing and insurance coverage is met on all medical personnel.
- Ensure confidentiality and security of health records and medical information and screen all requests for records and approve/disapprove as appropriate.
- Review status of patients with serious health issues, ensuring all necessary intervention and medical measures are completed.
- Ensure accreditation standards are continuously met and the ADC passes all audits, and all accreditations (ACA, NCCHC, PREA) are maintained.

27.6 Health Care Practitioner Coverage

A Health Care Practitioner (Physician or Mid-level Practitioner) shall be on-site to conduct sick calls and chronic disease clinics, ensure stabilization of newly committed detainees with chronic or acute medical issues and to attend to urgent and emergent matters. This coverage shall include dedicated Women's Health services by a Mid-level Practitioner as a continuation of our current program. This position shall be on-call 24/7.

27.7 RN Coverage

The ADC shall have 24/7 RN coverage. During hours that the Health Services Administrator is not on-site, an RN shall ensure assignments are adjusted as needed so that all sick calls, intake/transfers, and clinic services are seamlessly provided to Standards of Care. The RN(s) shall conduct history and physical assessments prior to the inmate's 14th day of incarceration and shall be available to float as needed. Coverage by an RN (24/7) and evaluation by an RN assist with ensuring that only inmates who are truly in need of services beyond the scope of what can be provided on-site are transferred out for care.

27.8 Intake Screening

Sufficient staffing of Licensed Practical Nurse(s) shall be allotted to the intake units to ensure timely processing and 24/7 staffing coverage. The MSP shall have an automated process to track time within 4 hours for intake screening on a daily basis and shall ensure that urgent medical and mental health needs are proactively identified and addressed. For intake, a Paramedic would be an acceptable supplement under the supervision of an RN.

27.9 Infirmiry Care/Medical Observation

The ADC Medical Housing Unit shall be covered by a Licensed or Registered Nurse 24/7 with assistance from ADC staff in all areas. Rounds shall be conducted by the Health Care Practitioners.

27.10 Sick Call and Clinic Services

The MSP shall have a designated staff member(s) to properly prioritize and triage sick calls, transfer, and all clinic services.

27.11 Medication Distribution

Medication distribution shall be conducted utilizing a combination of Registered and Licensed Practical Nurse(s). An LPN may be designated to function as the Pharmacy Coordinator to ensure general organization of the pharmacy, that medications are ordered and returned in a timely manner, that pharmaceuticals are distributed in an 8-hour schedule between dosages, and to function as a member of the Pharmacy and Therapeutics Committee. The County desires that the Medical Director holds the DEA license to store and administer on-site methadone, please address credentials and previous experience in the proposal.

27.12 Behavioral Health Services

Behavioral health coverage services shall be provided 7 days a week to handle MH sick calls, intake orders and assess urgent and emergent mental health issues. A psychiatric provider shall be on **SITE** in addition to a psychiatrist on call 24/7.

27.13 Medical Record Services

There shall be sufficient staffing to adequately manage medical records in accordance with all required standards. Electronic medical records software must be compatible with all minimum specification requirements of the ADC Jail Management System (ie Premier One, Motorola Systems and Spillman).

27.14 Dental Services

Dental services shall include at a minimum: fillings, extractions, education and triage/treatment of dental emergencies and ensure all Standards of Care are met. The MSP shall manage all aspects of the dental clinic and treatment plans for the ADC. Dental care shall be provided under the direction and supervision of a dentist licensed in the State of Georgia. The dental clinic shall be staffed and operated weekly. The MSP shall provide a dental examination for inmates within fourteen (14) days of admission.

27.15 Demonstrate that it has proven recruitment capabilities for necessary medical personnel (e.g., physicians, nurses, support staff, laboratory, and x-ray services, etc.).

- 27.16 Provide a comprehensive staffing plan including who is responsible, how the process works, software to be used, requirements that each of the above listed positions must meet in order to be considered eligible to work at the ADC.
- 27.17 Provide policies and procedures that will be utilized to continually maintain employee retention rates at the ADC and provide examples of how these have been successfully implemented at other jail facilities similar in size and location.
- 27.18 Provide fill rate of MD positions at the 3-5 jails listed in the Strategic Management and Leadership section above and how the fill rate will be addressed and maintained at the ADC.
- 27.19 Provide the average employee turnover rate at the 3-5 jails listed above as well as the turnover rate at a corporate level. Provide procedures in place to ensure the ADC has a low turnover rate and how those roles will be filled both temporarily and long-term if turnover occurs and the average time frame the ADC shall expect to have a position vacant if applicable.
- 27.20 Provide that types of opportunities that will be offered to employees for continued professional development including training programs, continuing education, clinical exposure, promotion preparation, succession planning and peer reviews working at the ADC. Provide examples of how and when employees have utilized these opportunities while working at other similar jails.
- 27.21 Provide the method of credentialing criteria and verification of employees that will be used at the ADC and how this has been implemented at other jails.
- 27.22 Provide job descriptions for each required job at the ADC, including qualifications for each job, specific duties and responsibilities and protocols that will be established to ensure each staff member can meet the requirements.
- 27.23 Provide demonstrated proven ability recruiting and retaining health care professionals. Provide specific examples of how the company recruits and retains health care professionals and how they will be recruited and retained at the ADC.
- 27.24 Provide company's average staffing fill rate at all jails currently serving in the state of Georgia and nationwide and the steps that will be taken at the ADC to provide a full staff 24/7.
- 27.25 Provide resume of the recruiter(s) and hiring manager(s) that will be responsible for staffing the ADC.
- 27.26 Identify the key personnel that will be responsible for ensuring the completeness and timeliness of all health assessments.
- 27.27 Identify key staff that will be responsible for overseeing the medication management program and provide the experience, training, and qualifications they must have to oversee the medication management.

28.0 BACKGROUND INFORMATION DATA NEEDED

Each response will be evaluated as to its achievement and compliance with the following stated objectives:

- a. To deliver community standard health care services consistent with community standards that can be audited against established standards.
 - b. To operate the health care services in a cost-effective manner with full reporting and accountability to the Sheriff, Cherokee County Adult Detention Center (ADC).
 - c. To operate the health care program at full staffing and use only licensed, certified and professionally trained personnel.
 - d. To implement a comprehensive inmate health care delivery system consistent with all applicable standards and Constitutional requirements.
 - e. To define the health delivery system through the establishment of, and adherence to, offeror health care policies, procedures, guidelines, and protocols necessary to thoroughly define workflow and process aimed at the timely and cost-effective delivery of appropriate inmate health care services.
 - f. To maintain an open and cooperative relationship with the administration and staff of the ADC.
 - g. MSP to provide a comprehensive program for their continuing staff education at the ADC.
 - h. To maintain, on behalf of the inmates and ADC, a complete inmate health records system, which shall be accurate records of care, and to collect and analyze health statistics on a regular basis. It is to be understood that all patient records, currently existing and future, are the property of ADC.
 - i. To commit all on-site and visiting staff or MSPs to adherence to existing ADC policies and procedures.
 - j. To provide for a fair and objective evaluation of proposals that will result in a mutually satisfactory contract between the successful offeror and the County of Cherokee.
 - k. The MSP will agree to weekly staffing reports with Sheriff's representative.
 - l. The MSP will agree to quarterly meetings with Sheriff's staff to review inmate staffing coverage and provide progress report to Sheriff's representative.
- 28.1 Discuss the type of relevant experience, number of years in industry, number of current contracts with jails to provide on-site medical services, total number of inmates under care (by year for the last 3 years), total number of inmate deaths while under care regardless of fault (by year for the last 3 years), number of lawsuits filed against company (by year for

the past 3 years), the number of payments made resulting care allegations regardless of fault and types of grievances, and any other relevant inmate medical business information.

28.2 Please provide data from 3-5 jails under current contract that are similar in size and nature to the ADC and address the following:

- a) Number of inmates served 500-600.
- b) Number of staff by type serving each location, per MSP staffing matrix.
- c) Absenteeism hours (defined as any failure to maintain complete staff coverage as defined in your contract) by staffing position, per MSP staffing Matrix.
- d) Number of grievances/inmate complaints filed by years 2020 to 2022.
- e) Number of inmate deaths by years 2020-2022.
- f) Length of contract, early terminations (defined as any time a contract is closed short of its then current term) by years 2020-2022.
- g) Contract extensions (defined as any time either by contractual option or by amendments to extend work beyond the stated contract term) by years 2020-2022
- h) List types of accreditations maintained, lost, or suspended by year over the last 3 years, 2020-2022.

28.3 Discuss how the Cherokee County ADC's medical service delivery plan you are proposing will be comparable to the 3-5 examples provided above. Provide any differences and specific challenges that you believe the ADC faces. Also, provide specific action plans that will be established to overcome the ADC's challenges with a timeline of how and when each item will be addressed and improved.

29.0 ON-SITE MEDICAL SERVICES

The MSP will establish an on-site medical services program focusing on cost containment without compromising the quality of services deemed medically necessary. The MSP shall have the capability to supervise and monitor the on-site medical program at the Adult Detention Center from a centralized office. The MSP must demonstrate its ability to provide a system of on-going technical and medical support to the on-site medical personnel.

30.0 TREATMENT PROTOCOLS

Included in this program should be techniques and treatment protocols approved by the Georgia Board of Nursing for managing the most prevalent medical conditions or diagnoses, such as the following:

- Minor lacerations, bruises (suturing, administration of Tetanus Toxoid, etc.)
- Respiratory and chest pain
- Alteration of consciousness

- Trauma injuries
- Asthma
- Abdominal pain/disorders
- Cellulitis (infection of the skin)
- Joint pains
- Diabetes and complications
- Myocardial infarctions (heart attacks)
- Varicose ulcers (lesions on the lower extremities secondary to complications of diabetes and other circulatory problems)
- Menstrual disorders
- AIDS and related illnesses
- Venous insufficiency (blood vessel disorder)
- Hypertension
- Drug psychoses
- Tuberculosis
- Hepatitis A & B
- Influenza

Additionally, the MSP must have the minimum equipment/supplies and treatment protocols in place to provide the following basic clinical assessment studies on site or through referral:

- Blood sugars
- Cardiopulmonary resuscitation (CPR)
- Electrocardiograms (EKG)
- Gram stains
- Hematocrit testing
- Hemocult testing
- Pregnancy testing
- Tuberculin PPD testing.
- Urine testing

NOTE: The MSP agrees to provide a Tuberculin PPD skin test to all ADC personnel as needed to maintain accreditation standards.

31.0 INTAKE SCREENING/PLACEMENT

31.1 An intake screening examination shall be performed by a Licensed Registered Nurse, Licensed Practical Nurse, or State Certified Correctional Health Assistant on all incoming inmates within four (4) hours of initial processing into the Adult Detention Center. This screening exam shall identify those with mental disorders, inmates in need of segregation or close supervision, and those with suicidal tendencies. Inmates will be booked at the Adult Detention Center 24 hours a day, seven days a week.

31.2 The screening examination shall include, at a minimum, documentation of the following:

- a. Inquiry into current illnesses, health problems, and conditions, including:

- Any history of tuberculosis or other infectious or communicable illness, or symptoms - e.g., chronic cough, hemoptysis (spitting up blood), lethargy, weakness, weight loss, loss of appetite, fever, night sweats - suggestive of such illness.
 - Mental health problems including suicidal ideation.
 - Dental problems
 - Allergies
 - Medications taken and special health (including dietary) requirements.
 - For women, date of last menstrual period, current gynecological problems, and pregnancy
 - Use of alcohol and other drugs, including types, methods (including needle sharing), date or time of last use, and problems that may have occurred after ceasing use (e.g., convulsions)
 - Other health problems designated by the responsible physician.
- b. Observation of the following:
- Behavior, which includes state of consciousness, mental status (including suicidal ideation), appearance, conduct, tremors, and sweating.
 - Body deformities and ease of movement
 - Persistent cough or lethargy
 - Condition of skin, including scars, tattoos, bruises, lesions, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
- c. When clinically indicated, there is an immediate referral to an appropriate health care service.
- d. Notation of the disposition of the patient, such as immediate referral to an appropriate health care service, approval for placement in the general inmate population with later referral to an appropriate health care service, or approval for placement in the general inmate population.
- e. Documentation of the date and time when referral/placement actually takes place.
- f. Intake screening shall also include a tuberculin PPD skin test and VDRL (If needed).
- 31.3 The MSP shall work in conjunction with the Adult Detention Center's classification staff to provide for appropriate Inmate Placement, such as the following:
- a. Placement in the general inmate population;
 - b. Placement in the general inmate population and referral to the appropriate health care service at the Adult Detention Center;
 - c. Immediate referral to a physician or physician's assistant when indicated;

- d. Referral to an appropriate off-site preferred provider/facility for emergency treatment.
- e. Any inmate refusing any aspect of initial screening or testing is to be segregated from the general population, and the Adult Detention Center staff is to be notified immediately.

32.0 HEALTH ASSESSMENT

- 32.1 The MSP shall establish policies and procedures for inmate health assessments, which shall be subject to review and approved by the Jail Administrator or designee.
- 32.2 The Adult Detention Center has several locations suitable for conducting health assessments, including but not limited to a screening room in the intake area and medical treatment and exam rooms in the medical clinic.
- 32.3 A licensed physician or registered nurse must complete a health assessment within fourteen (14) days upon arrival at the Adult Detention Center. The health assessment should include the following, as appropriate:
 - a. A review of the intake screening results and the collection of additional data to complete the medical, dental, and mental health histories
 - b. Laboratory and/or diagnostic tests to detect communicable diseases, including sexually transmitted diseases and tuberculosis, and other tests as determined by the responsible physician upon consultation with and approval by the local public health authority
 - c. Recording of height, weight, pulse, blood pressure, and temperature
 - d. A physical examination including comments about mental status
 - e. Other tests and examinations as appropriate
 - f. A review of the findings of the health assessment and tests, and identification of problems by a physician
 - g. Initiation of therapy and immunizations when appropriate
 - h. Oral (dental) history, including instruction in oral hygiene and oral health education
 - i. A structured interview in which inquiries are made into the following:
 - History of hospitalization and outpatient treatment
 - Current psychotropic medication
 - Suicidal ideation and history of suicidal behavior
 - Drug usage
 - Alcohol usage
 - History of sex offenses
 - History of expressively violent behavior

- History of victimization due to criminal violence
- Special education placement and history of cerebral trauma or seizures
- Emotional response to incarceration

33.0 INMATE REQUESTS FOR MEDICAL TREATMENT

- 33.1 The MSP must establish closed-loop processes, policies and procedures for handling and responding to each inmate request for medical treatment. All MSP policies and procedures shall be subject to review and approved by the Jail Administrator.
- 33.2 Medical requests initiated by inmates orally or in writing must be triaged, prioritized, and processed daily, upon receipt. If orally initiated, qualified medical personnel will be responsible for documenting inmate request.
- 33.3 Inmates making a medical request must be evaluated by a Registered Nurse, Licensed Practical Nurse, or a Licensed Correctional Health Care Assistant, who will make the necessary referrals to the on-site Primary Care Physician and/or Medical Director.
- 33.4 The on-site Primary Care Physician and/or Medical Director will determine the triage mechanism to be used for each inmate's chief complaint or symptoms.
- 33.5 Examination by a physician or a physician's assistant must occur within twenty-four (24) hours (72 hours on weekends) of initial referral from the medical services staff nurse, or other medical personnel.
- 33.6 Qualified health personnel must perform rounds on inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) a minimum of three times a week to determine the individual's health status. A record of these rounds should be maintained, with any clinical encounters noted in the inmate's health record.
- 33.7 The MSP must establish a system that tracks the medical requests from initial receipt to final disposition, including the date of the initial complaint and the name and title of the health care provider who provided treatment.

34.0 AFTER-HOURS REQUESTS FOR MEDICAL TREATMENT

- 34.1 The MSP must establish policies and procedures for the care and handling of inmate medical treatment requests as appropriate.
- 34.2 After hours medical treatment requests initiated by inmates must be processed daily. Treatment shall be scheduled or administered depending on the urgency of the medical condition.
- 34.3 The on-site Primary Care Physician and/or Medical Director in charge during these hours shall determine the appropriate treatment to be rendered for each inmate's chief complaint or symptom.

- 34.4 The MSP must establish a policy that tracks the after-hours medical requests from initial receipt to final disposition.
- 34.5 The MSP must provide to the Jail Administrator daily reports of a census for inmates who have been transferred to the ER/hospital, and for those currently hospitalized. This report will include but not be limited to the diagnosis, present treatment status, current conditions, and projected length of stay.

35.0 WOMEN'S PREVENTIVE HEALTH CARE – COMPLIANCE INDICATORS

- 35.1 The MSP will be responsible for the provision of medically necessary health services to the female inmate population.
- 35.2 The responsible MSP physician determines the medical necessity and/or timing of screening and other preventative services (e.g., mammograms, colorectal screening, prostate screening, and pap smears).
- 35.3 The responsible MSP physician determines the frequency and content of periodic health assessments.
- 35.4 The responsible MSP dentist determines the frequency and content of periodic dental evaluations.
- 35.5 The responsible MSP physician determines the medical necessity and/or timing of screening for communicable diseases (e.g., HIV, syphilis, gonorrhea, chlamydia), to include laboratory conformation, treatment, and follow up as clinically indicated.
- 35.6 Immunizations are administered to patients as clinically indicated.
- 35.7 All aspects of the above are addressed by written policy and defined procedures.
- 35.8 The MSP must establish policies and procedures specific to the health care of pregnant inmates, which must include, at a minimum, the following:
- a. Pre-natal care, including regular monitoring by an obstetrician;
 - b. Provision of appropriate vitamins and dietary needs; and
 - c. Identification and disposition of high-risk pregnancies, including appropriate referrals.
 - d. Postpartum care, including regular monitoring up to six weeks after childbirth (i.e., mental, physical, and emotional health).

36.0 CHRONIC ILLNESS/INFECTIOUS DISEASE PROTOCOLS

- 36.1 The MSP shall establish policy and procedures for the care and handling of inmates diagnosed with chronic illness/disease and for inmates diagnosed with an infectious disease.

- 36.2 The MSP must provide, in addition to procedures generic to “infectious diseases,” procedures specific to the following:
- a. Tuberculosis
 - 1) The MSP must develop a TB surveillance program.
 - 2) If an inmate tests positive for a PPD test, the inmate shall be scheduled for and receive within five (5) days, a chest x-ray, with appropriate medical follow-up and care, including isolation, if required.
 - b. HIV/AIDS
 - 1) Voluntary HIV testing and counseling must be available on a confidential basis to inmates who request testing.
 - 2) For the purpose of obtaining any necessary medical care and counseling, any inmate identified as HIV+ shall be examined by a physician.
 - 3) Inmates who are HIV+ and symptomatic shall be housed in a medical area appropriate for the acuity of their symptoms.
 - 4) HIV+ inmates with minor symptoms may be appropriately housed in the general population, based on a case-by-case evaluation and decision by a physician.
 - 5) Asymptomatic HIV+ inmates shall be housed in the general population unless they exhibit behavior that creates a risk of HIV transmission to other inmates or staff (e.g., rape, biting, throwing feces) or unless the HIV+ inmate is at risk of physical harm from other inmates.
 - 6) Any inmate who is HIV+ and has active TB shall be segregated from all other inmates until such time that he or she is no longer infectious with TB.
 - 7) Housing will be jointly discussed between MSP and Jail Administrator or designee with Jail Administrator or designee having final decision on housing assignments.
- 36.3 The MSP shall provide a designated staff member solely responsible for all infectious disease screenings (positive PPD, TB, hepatitis, etc.) in accordance with the standards established by the National Commission on Correctional Health Care (NCCHC), and the Correctional Association (ACA).
- 36.4 The MSP must generate and provide weekly reports of inmates diagnosed with an infectious disease. At a minimum, the MSP should provide the inmate’s name and identification number, date the inmate was transferred to an isolation area, date last examined by a physician, and the current and final disposition.
- 36.5 The MSP must provide health care staff and the Adult Detention Center officers with ongoing structured education on infectious diseases, including HIV. This education will include universal precautions training which shall include, but not be limited to, proper

training for clean-up and disposal procedures for infectious disease.

37.0 EMERGENCY SERVICES

- 37.1 In the event of an emergency, first aid and cardiopulmonary resuscitation services will be provided on-site. Medical services staff will be expected to provide on-site emergency intervention for staff, inmates, and visitors when necessary.
- 37.2 The MSP will establish and use a Preferred Provider network for all off-site emergency services.
- 37.3 All emergencies requiring a “911 call” or its equivalent will be reported to the Jail Administrator or his/her designee within twenty-four (24) hours and to the Adult Detention Center’s shift supervisor immediately.
- 37.4 The MSP must generate and provide the Adult Detention Center administration a daily report on all inmates requiring emergency services. The report should indicate, at a minimum:
- inmate name and identification number.
 - the date and time the medical and/or after-hours medical request preceding the emergency service was received.
 - the date and time the inmate was last examined by a physician.
 - the date and time the emergency service was required; and
 - the current and final disposition.
- 37.5 An emergency response policy and procedure shall be established that specifies the steps that will be taken to respond to identified medical or psychiatric emergencies in the Adult Detention Center.
- 37.6 Quarterly emergency medical response drills must be conducted to test preparedness to respond to a medical emergency. These drills must be observed and critiqued in a written report by designated and qualified medical services personnel.

38.0 MEDICATION MANAGEMENT

- 38.1 Medications must be administered to inmates daily as prescribed, twenty-four (24) hours per day, seven (7) days each week, by licensed medical staff only, and documented.
- 38.2 The MSP is required to establish/develop a plan for administering medications to those inmates scheduled to be temporarily out of the Adult Detention Center (e.g., for court appearances).
- 38.3 The MSP must provide a detailed written system for the daily delivery and dispensing of all medications. The MSP must indicate, at a minimum, the following:
- a. How medicine administration is to be accomplished, verifying ingestion of medications by Direct Observed Therapy (DOT);

- b. Time frame in which the administration is to occur;
 - c. Address the need for medication requiring multiple doses during a twenty-four (24) hour period;
 - d. Documentation of advising the inmate of potential side effects from medications administered; and
 - e. Documentation of administration of medications to inmates to include obtaining their signature to verify the taking of the medication as well as their refusal to take the prescribed medication. Refusal of medication or treatment by an inmate must be witnessed and documented by a second party (i.e., Adult Detention Center staff).
- 38.4 Renewal of orders to administer psychotropic medications require that the inmate be re-evaluated by a physician prior to any renewal. This re-evaluation must be documented in the inmate's medical record.
- 38.5 The MSP must provide a system for the administration of over-the-counter medications on an as-requested basis by the inmates. Administration must be by licensed medical staff only.
- 38.6 All medications must always be kept in the Pharmacy or in locked pill carts. A log indicating the use of stock medications must be maintained. The MSP shall provide policy and procedures for the removal and disposal of all outdated, unneeded, or surplus medications. Outdated medications will not be kept on the premises of the Adult Detention Center.
- 38.7 Medications and food shall not be stored in the same refrigerator.

39.0 LABORATORY SERVICES

The MSP is responsible for providing inmates with necessary laboratory studies as ordered by the on-site Primary Care Physician and/or Medical Director. All laboratory specimens are to be sent to the preferred laboratory provider. The MSP will provide equipment for all on-site laboratory testing.

40.0 RADIOLOGICAL SERVICES

The MSP is responsible for providing inmates with necessary radiologic studies as ordered by the on-site Primary Care Physician and/or Medical Director. All required off-site basic radiologic procedures and interpretations are to be provided through a preferred radiologic provider.

41.0 MENTAL HEALTH SERVICES

- 41.1 The MSP is responsible for providing inmates with necessary mental health services. This shall include the assessment and evaluation of mentally ill and suicidal inmates, and communication with the health care staff to ensure that the appropriate psychotropic medication is being administered.
- 41.2 A licensed psychiatrist shall be on call 24 hours per day for consultation and available in-person for evaluation and intervention at the Adult Detention Center.
- 41.3 At a minimum, a licensed mental health professional shall provide on-site assessments of

inmates with clinical symptoms daily.

- 41.4 All health care staff must be properly trained on the symptoms and treatment of those inmates who are at risk for suicidal and/or homicidal acts. Detailed policies and procedures must be in place for both the on-site medical treatment of such inmates and for referrals to the mental health preferred provider when medically necessary for continued treatment.

42.0 MEDICAL RECORDS MANAGEMENT

- 42.1 The MSP is responsible for the maintenance and retention of complete, standardized medical records for all inmates in accordance with prevailing medical regulations for confidentiality, retention, and access. MSP shall maintain complete and accurate records of care and collect and analyze health statistics on a regular basis.
- 42.2 A registered or accredited record administrator with proper clerical support must maintain supervision of medical records.
- 42.3 The MSP shall provide electronic medical record keeping. Electronic medical records software must be compatible with all minimum specification requirements of the ADC Jail Management System (i.e., Premier One, Motorola Systems and Spillman). The EMR system must be compatible of interfacing / communicating with the County's Jail Management System and other existing County systems. The EMR must be compatible to other formats in the event the contract is awarded to a new vendor.
- 42.4 The proposed EMR system and all records shall become the property of the Cherokee County Sheriff's Office upon termination of the MSP contract with the County.
- 42.5 The MSP must maintain all medical records in compliance with HIPAA Security Rules.
- 42.6 The MSP awarded the new contract, must agree to work with the former MSP to have all medical records transferred to the new medical records system for continuity in inmate care.
- 42.7 MSP shall maintain complete and accurate medical and dental records separate from the Cherokee County Jail confinement records of the inmate. In any criminal or civil litigation where the physical condition of an inmate is at issue, or where medical care is at issue, MSP shall provide the Commander of the Cherokee County Jail (or designee) with access to such records, and upon request, provide copies.
- 42.8 MSP will appear as needed at any trial, hearing, conference, deposition, or other legal proceeding regarding inmate healthcare. MSP will produce certified copies of inmate medical records; and prepare any requested written summary or timeline concerning healthcare rendered to any inmate.

43.0 NUTRITIONAL SERVICES

The MSP will be responsible for cooperating with the established food services company to ensure the provision of medically necessary clinical diets. The following diets may be ordered from food service:

- Mechanical soft (chewing problem, digestive problem)
- Low sodium
- ADA Diabetic (specify number of calories)
- Full liquid
- Clear liquid

44.0 INMATE COMPLAINT/GRIEVANCE PROCEDURE

- 44.1 The MSP must establish policies and procedures on handling inmate complaints regarding their medical care.
- 44.2 The MSP must provide a system of tracking complaints from receipt to resolution. The MSP must respond to and answer all official grievances within thirty-six (36) hours of receipt.
- 44.3 The MSP must generate and provide to the Jail Administrator a weekly report of complaints received. Reports should include, at a minimum, inmate name and identification number, the date the complaint was received, complaint description, and current and final disposition.

45.0 INMATE CO-PAYMENT PROCESSING PROCEDURES

- 45.1 The MSP will provide the Adult Detention Center administration and the Inmate Accounts Financial Manager with weekly billable expenses that may be paid by inmates for medical and dental services, in accordance with ADC policy.
- 45.2 Inmate fees for medical services will be received by the Adult Detention Center to offset other expenditures as provided by the medical services contract.

46.0 CATASTROPHIC LIMITS

- 46.1 The contracted provider shall be responsible for payment of all costs and expenses, associated with the provision of off-site health care services up to a maximum of \$25,000 per inmate per contract year. Once the limit has been reached for each inmate, the County shall repay the MSP for necessary off-site health care provider for all costs associated with the off-site services. The reimbursement process between the County and the contracted on-site provider shall be negotiated as a part of the contract prior to award. Reimbursements shall not be more than monthly.
- 46.3 These off-site expenses include, but are not limited to, tests, off site (specialty) office visits, emergency room visits, in-patient hospital care and out-patient procedures.



Addendum #1

RFP # 2023-022

Inmate Medical Services for Cherokee County Adult Detention Center

IF YOU ASK A QUESTION THAT IS NOT ADDRESSED ON THIS ADDENDUM, IT WILL BE ADDRESSED ON A SECOND ADDENDUM TO BE ISSUED AT A LATER DATE.

Frequently Asked Questions

Q1: How much has current Vendor been reimbursed for off-site billings exceeding the \$15,000 per inmate catastrophic limit? (Currently 2023 - \$25,000)

A1: For a total of 4 inmates in 2020, 11 inmates in 2021, and 2 inmates in 2022, the County has covered a cost \$129, 339.33.

Q2: Please provide a list of current community-based providers utilized for reentry services.

A2: Timothy House, Ruth's Place, Potter's House, Hope Quest Ministry Group, Max Out Reentry Program (M.O.R.E.), Transitional Housing for Offender Reentry (THOR), Mary Hall Freedom House, Carter Hope Center, Damascus Road Recovery, Breakthrough Recovery Outreach, Beacon House, 2nd Opportunity.

Q3: Are MRI's or CT scans provided on-site?

A3: These are done off-site.

Q4: Is the on-site x-ray equipment digital? What is the age/condition of the equipment?

A4: The XRAY tech is contracted and called in when needed; knowledge of equipment age and condition is unknow to the current medical provider.

Q5: Where are inmates with acute mental health conditions and/or inmates on suicide watch housed?

A5: The Violet inmate housing floor is used for Special Needs housing. Isolation and Padded cells are available on each inmate housing floor in the new housing tower to offer special needs / suicidal inmates appropriate housing conditions. Other special needs / suicidal observation inmates are in our 27-bed medical housing unit.

- Q6: A competitor has stated that “true unit-dose dispensing is required in many states before a pharmacy vendor is allowed to accept returns and provide credit on returned medications. A pharmacy vendor that dispenses medication in blister cards (both stock and patient-specific) must individually label each bubble of the blister card with a medication’s name, strength, manufacturer, NDC number, lot number and expiration date.” However, not every pharmacy is required to label its stock and patient specific medications as identified above. The labeling requirement is applicable only to those who hold a repacked registration. Will the County agree and acknowledge that bidders are not required to label their medications as identified above to service the County?
- A7: No, the County is an NCCHC and ACA accredited facility and abides by standards that govern pharmaceuticals and prescription practices including all state and federal guidelines issued by the Prescription Drug Marketing Act and those suggested by the FDA and DEA.
- Q7: A competitor has also stated that “the Prescription Drug Marketing Act of 1987 (PDMA) requires vendors to provide electronic pedigree papers (ePedigrees) with all stock medications.” However, not every pharmacy is required to provide pedigree papers with its stock medications. Pedigree papers are only required of wholesale distributors under the Prescription Drug Marketing Act. Will the County agree and acknowledge that pedigree papers are not required in order to perform services under this contract?
- A7: No, the County is an NCCHC and ACA accredited facility and abides by standards that govern pharmaceuticals and prescription practices including all state and federal guidelines issued by the Prescription Drug Marketing Act and those suggested by the FDA and DEA.
- Q8: Will stock pharmaceuticals on site as of the date of transition remain for use by the incoming medical vendor?
- A8: No, stock pharmaceuticals are property of the current medical provider. Any discussion to purchase these stock meds can occur after the awarded bid is announced and while transitioning to the facility.
- Q9: Please provide a list of all equipment needs that currently exist at each facility. Please provide a list of all equipment owned by the current vendor. Please include description/model and current condition. Will the equipment remain with the County for the new vendor?
- A9: Administration Office Equipment (i.e., Computers, desks, chairs, printers, copiers) / Intake Nursing Office Equipment (i.e., computer), Medical Housing Nurse Desk Station Equipment (i.e., computer, printer, fax, copier); examination room tables and supplies, Vital signs machines, forehead thermometers, oxygen concentrators, dental equipment (ultraclave and tools), blood draw chairs, storage shelving, wheelchairs, and oxygen racks. Per the current Health Services Agreement, the Current Vendor is responsible to provide all medical and office supplies used in the healthcare delivery system administered at the Adult Detention Center to include medical supplies, medical records, office supplies, and forms. Furthermore, equipment for the provision of telehealth/telemedicine systems and electronic medical records.

Q10: Are there any current or pending consent decrees, lawsuits, or other court action that may influence the standards of care or required services at the facilities? If so, please identify and provide documentation.

A10: None currently.

Q11: Are any of the existing staff currently unionized? If so, please provide the position in the union and the union group. Please provide a copy of the current union agreement(s).

A11: There are no unions.

Q12 For the years ending 2020, 2021, 2022, please provide a total of all offsite and specialty claims.

A12:

Cost of Medical Services FY 2020 to FY 2022				
Type of Service	2020	2021	2022	Totals
Emergency / Ambulance	92,723.16	155,088.04	165,860.73	413,671.93
Inpatient	1,004,364.39	N/A	200,000	1,204,364.39
Mental Health	N/A	N/A	N/A	N/A
Office Visit	N/A	N/A	N/A	N/A
Outpatient Surgery	N/A	N/A	N/A	N/A
Diagnostic Procedures	N/A	N/A	N/A	N/A
Dialysis	N/A	N/A	N/A	N/A
Total Payment	1,097,087.55	155,088.04	365,860.73	1,618,036.32

Q13: How many inmates are currently on mental health status?

A13:

Medical Services Delivered FY 2020 to FY 2022				
Type of Service	2020	2021	2022	Totals
Emergency / Ambulance	222	234	292	748
Inpatient	6	33	30	69
Mental Health	6	0	12	18
Office Visit	46	222	135	403

Outpatient Surgery	2	20	5	27
Diagnostic Procedures	23	20	15	58
Dialysis	0	84	0	84
Total Occurrences	159	613	490	1295

Q14: Is there Wi-Fi in the housing units, clinic, or anywhere else medical services are provided?

A14: Clinical and medical administration areas have access to Wi-Fi. There is no Wi-Fi availability near inmate housing of the millennial jail or new housing tower.

Q15: What triggers a notification that Cherokee County requires medical staff to go to intake Sally-Port.

A15: It is required that medical personnel be stationed in the intake/admissions area 24 hours per day 7 days per week. However, during pre-admissions, any visual medical and/or mental health abnormalities noted by security warrants the intake nurse to notified.

Q16: Please provide the current average hourly/salaried compensation rates and length of service for job title of the current incumbents. Please also provide shift differentials (by job title/shift) for all current staff.

A16: The County does not have the average hourly/salaried compensation rates as they are paid by the current medical provider. The following is the staffing plan (job title / shift and length of shift) on a weekly basis for the current vendor:

Day Shift Staffing:

Medical Director – 8 hours

Mid-Level Provider – 32 hours (8-hour shifts)

Health Services Administrator – 40 hours (8-hour shifts)

Administrative Assistant – 40 hours (8-hour shifts)

RN – 84 hours (12-hour shifts)

LPN (Intake / Infirmary) – 252 hours (12 hours shifts)

Psychiatrist – 4 hours

MH Professional – 40 hours (Monday through Thursday – 10-hour shifts)

Dentist – 8 hours / every 2 weeks

Night Shift Staffing:

RN - 84 hours (12-hour shifts)

LPN (Intake / Infirmary)-168 hours (12-hour shifts)

Q17: Please provide total cost by major pharmacy category for the years ending 2020, 2021, and 2022.

A17:

Pharmacy – Medications Ordered FY 2020 to FY 2022				
Type	2020	2021	2022	Totals
Medications Ordered	5437	3834	2646	11,917
Medical Meds	4642	2867	1108	8617
Mental Health Meds	662	826	862	2350
HIV Meds	32	36	37	105
Non-Formulary Meds	101	105	89	295

Q18: How many planned or predicted releases occur each day?

A18: On average about 15-20 inmates are released daily.

Q19: Please provide a list of current onsite and offsite specialists providing treatment to patients.

A19: List of Providers UsedMRI- CT:

Northside Cherokee Outpatient Imaging

Infectious Disease:

Dr. Kessler

Women's Health

Cherokee Women's Health

Orthopedics: Pinnacle OrthopedicsSurgeons:

Piedmont Surgeons

ENT:

Ear Nose Throat & Allergy Specialist

Gastroenterology:

Atlanta Gastroenterology Associates

GI Specialists of GA

Wound Care:

Piedmont Wound Care

Cardiologist:

HVC

Oral Surgery:

Georgia Oral and Facial Surgery

Urology:

Ga Urology Woodstock

Ga Urology Canton

HIV Cherokee Health Department:

NSC Care Coordinator

Q20: Please list each Specialty clinic currently being provided onsite inside the facility. What is the frequency of the clinics being held, once a week, once a month, etc.? Who is the physician providing each clinic?

A20: Dental – twice a month/ Nurse Practitioner – 4 times a week / Psychiatrist – twice a month / Medical Director – Once a Week / Mental Health Professional – 5 times a week.

Q21: Will the vendor be allowed to install secure, IT based time clocks to communicate to an external server for purposes of staff time management?

A21: Yes, this will not be a problem.

Q22: At the end of health services contract who retains ownership of computers purchased during life of contract?

A22: Computer equipment necessary to meet the Statement of Work requirements (such as the computer(s) running the programs, storing the data and providing reports) shall be retained by the County. Adequate input capabilities and any device with the ability to store data are to become County property once accepted.

Q23: Do you currently have an EMR/EHR system in place? If yes, please provide application name and version.

A23: Yes, Sapphire is in place.

Q24: Is telemedicine and/or tele-psychiatry currently utilized anywhere in the facility?

A24: Yes, this technology is used by the current vendor in a designated space within the clinic area.

Q25: Any special pregnancy programming?

A25: Proposers should submit their protocol. If pregnant inmates are on opiates, they are taken to the medical housing unit and taken to methadone clinics.

Q26: Please identify the County's current preferred network.

A26: Comcast is the preferred network provider and Windstream is the backup.

Q27: Will vendors be financially responsible for prior to booking cases, bedside bookings, or pre-existing conditions?

A27: The awarded MSP will be responsible for the management and care of all inmates while in the custody of the Cherokee Sheriff's Office. The vendor is to evaluate all bills for accuracy and ensure Medicaid/Medicare rates have been applied. However, prior to booking and bedside bookings are not cases expended for a vendor to be financially responsible for.

Q28: Please provide the total dollar amount spent on pharmacy at the facility for the last three years.

A28:

Chronic Care Inmates FY 2020 to FY 2022				
Type	2020	2021	2022	Totals
Seizures	67	66	83	216
Asthma / COPD	71	97	74	242
Hypertension / Cardiovascular	331	203	243	777
Pregnancy / Postpartum	56	35	45	136
Diabetes	154	93	76	323
HIV	36	38	39	103
Thyroid	35	0	0	35
Tuberculosis	0	0	0	0
Hepatitis	51	107	60	218
Dialysis	0	2	0	2
Total Inmates	801	641	620	2,052

Q29: Will the vendor be responsible for contracting with an ambulance service or will the vendor use a county system?

A29: The vendor will use the ambulance services contracted through Cherokee County.

Q30: What percentage of your medications ordered each month is stock vs. patient specific prescriptions?

A30: 60% 40% is stock vs. patient specific medications.

Q31: What is the average length of stay for an inmate?

A31: The average stay is 30 days.

Q32: Please provide the following stats: o Average daily # of detox patients o Average daily # of combined segregation inmates o Average daily # of suicide watches.

A32: 10 daily detox patients / 15-20 daily average inmates on segregation / 5 daily suicide watches.

Q33: Will the County please provide the latest ACA, NCCHC, AND PREA accreditation scoring and reports?

A33: Yes – ACA, NCCHC, and PREA most recent audit reports will be provided in separate attachments.

Q34: Please confirm that an ADP of 550 average Inmates per Month for the entire year should be used in pricing.

A34: The use of 550 inmates per month is to be used in pricing the services for all years proposed. As noted in the RFP, current ADC population is less than 550 and will be subject to a population level pricing adjustment, see pricing sheet for additional details.

Q35: Please identify whether the following services are available on-site or off-site, the frequency (hours or visits per week/month), and who provides the services for:

A35:

- a) Oral Surgery (ON-SITE / OFF SITE)
- b) Optometry (OFF SITE)
- c) Laboratory (ON SITE)
- d) Radiology (specify mobile or fixed equipment) (ON SITE – MOBILE)
- e) Fluoroscopy (OFF SITE)
- f) Mammography (OFF SITE)
- g) Physical Therapy (OFF SITE)
- h) Dialysis (OFF SITE)
- i) Dental (ON SITE)
- j) Chronic Care Clinics (ON-SITE / OFF-SITE)

k) Specialty Clinics (ON-SITE / OFF-SITE)

l) OB/Prenatal care (ON-SITE / OFF-SITE)

Q36: How are medications delivered and dispensed: patient-specific or stock/pill line?

A36: Patient Specific Blister Packs in Pill Lines within the housing units.

Q37: Is there a self-administration or “keep-on-person” (KOP) medication system?

A37: There is not a KOP medication system provided at our facility.

Q38: Does your current pharmacy provider offer drug destruction for outdated/expired drugs? If so, please describe the destruction policy.

A38: No, medications are destroyed by the Health Services Administrator using Rx Destroyer and Stericycle.

Q39: Does your current pharmacy provider offer monthly/quarterly pharmacy consultation/inspection? If so, please describe?

A39: Diamond Pharmacy offers Prescription Monitoring, Formulary implementation & Management, Education In-services, and Consulting Services.

Q40: Does your facility have a DEA License? If so, whose name is under licensure?

A40: Yes, the licensure is under Diamond Pharmacy Services.

Q41: Does your facility have a current state pharmacy license?

A41: Yes, Diamond Pharmacy Services provides us a current state pharmacy license.

Q42: Where are inmate’s personal medications kept upon booking?

A42: Depending on the type of medication but usually they are inventoried and documented upon their initial intake screening and given to the property deputy and stored in their personal property bin. Usually, HIV medications or sealed medications from other correctional facilities are the only medications allowed into the facility for distribution after review by the medical provider.

Q43: How are detainees screened for Risks and/or Mental Health Concerns at Intake?

A43: An initial officer assessment is conducted, and any indication of concern requires a deputy to notify the intake nurse immediately. Also, the intake nurse has these categories as part of their initial medical screening when conducting them on inmates during their initial intake.

Q44: How are mental health patients identified/referred for services?

A44: During initial intake screenings, during sick calls, by Security Personnel, and by Mental Health Personnel.

Q45: How many patients are placed on suicide precaution on average per month?

A45: At least 20/monthly.

Q46: Are patients deemed suicidal kept on precaution at the jail?

A46: Yes, they are placed on 15-minute observation checks by security personnel.

Q47: Are psychiatric restraint devices used at the facility? If so, are these restraints beds or chairs?

A47: No, we do not use any restraint devices for psychiatric purposes. However, the use of restraint devices (waist chains, restraint jacket, restraint chair, leg irons) are done only by security personnel to prevent any further injury an inmate may inflict on themselves or others. The ADC does not participate in medical restraints per NCCHC / ACA's

Q48: What role will the Respondent take in detoxification?

A48: Having a detoxification program is pertinent for our inmate population. CIWA and COWS protocol should remain in effect.

Q49: Please provide the five most frequently prescribed psychotropic medications by name.

A49: Lorazepam, Lexapro, Zoloft, Depakote, Remeron

Q50: How many completed suicides have taken place in the last 3 years?

A50: We have had one – 2020.

Q51: Are patients deemed too acute to house in the jail sent to a public mental health facility or does the jail currently have a contract with a private mental health facility? If yes, how many mentally ill patients were sent out to this jail's appropriate catchment mental health facility per month on average?

A51: We do not have any contract with a private mental health facility.

Q52: Does the County's standard operating policies provide that inmates who are receiving mental health or medical services encounter medical or mental health staff as they are released from facilities? Please describe the process.

A52: If an inmate is receiving medication, an inmate must notify the releasing deputy to check with the current vendor if they are eligible to receive a supply to take home with them for continuity of care.

INMATE MEDICAL SERVICES

PRICING FORM 1 OF 2

Overview:

The County wishes to enter into a fixed price adjustable agreement for a term of three years with the option to renew for an additional two, one year terms based on the County’s determination of effective performance and market price expectations.

PRICING ASSUMPTIONS AND PRICING SUBMITTAL:

1. All pricing shall assume the following:
 - a. Base rates for extended populations at the following inmate levels:
 - 1) 550 – 600
 - 2) 601 – 750
 - 3) 751 – 900
 - 4) 901 – 1050
 - b. Base rates shall assume the minimum inmate level for the base price.
 - c. Variable cost shall be quoted to apply to each inmate over or under the minimum level.
2. Adjustments shall be made each month in arrears based on the actual average monthly population of the jail.
3. An inmate adjustment rate shall be applied either increasing or decreasing the invoice amount each month based as required.

Projected Inmate Levels:

This projection is provided to have each proposing organization to provide pricing utilizing the same assumptions. All projections are provided by quarter in the County’s fiscal year, which runs from October through September; calendar date of October 2023 represents the beginning of the County’s fiscal year (F/Y) 2023.

F/Y	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep
2023	550	500	550	600
2024	650	700	750	800
2025	850	900	950	1000

YEAR 1:

Fixed monthly price for an inmate population > 550 & ≤ 599 \$ _____
Projected annual cost - year 1 assuming 550 average population \$ _____
Per inmate adjustment should monthly average ≠ 550 inmates \$ _____

YEAR 1:

Fixed monthly price for an inmate population > 600 & ≤ 749 \$ _____
Projected annual cost - year 1 assuming 600 average population \$ _____
Per inmate adjustment should monthly average ≠ 600 inmates \$ _____

YEAR 1:

Fixed monthly price for an inmate population > 750 & ≤ 899 \$ _____
Projected annual cost - year 1 assuming 750 average population \$ _____
Per inmate adjustment should monthly average ≠ 750 inmates \$ _____

YEAR 2:

Fixed monthly price for an inmate population > 550 & ≤ 599 \$ _____
Projected annual cost - year 1 assuming 550 average population \$ _____
Per inmate adjustment should monthly average ≠ 550 inmates \$ _____

YEAR 2:

Fixed monthly price for an inmate population > 600 & ≤ 749 \$ _____
Projected annual cost - year 1 assuming 600 average population \$ _____
Per inmate adjustment should monthly average ≠ 600 inmates \$ _____

YEAR 2:

Fixed monthly price for an inmate population > 750 & ≤ 899 \$ _____
Projected annual cost - year 1 assuming 750 average population \$ _____
Per inmate adjustment should monthly average ≠ 750 inmates \$ _____

YEAR 2:

Fixed monthly price for an inmate population > 900 & ≤ 1049 \$ _____

Projected annual cost - year 1 assuming 900 average population \$ _____

Per inmate adjustment should monthly average ≠ 900 inmates \$ _____

YEAR 3:

Fixed monthly price for an inmate population > 550 & ≤ 599 \$ _____

Projected annual cost - year 1 assuming 550 average population \$ _____

Per inmate adjustment should monthly average ≠ 550 inmates \$ _____

YEAR 3:

Fixed monthly price for an inmate population > 600 & ≤ 749 \$ _____

Projected annual cost - year 1 assuming 600 average population \$ _____

Per inmate adjustment should monthly average ≠ 600 inmates \$ _____

YEAR 3:

Fixed monthly price for an inmate population > 750 & ≤ 899 \$ _____

Projected annual cost - year 1 assuming 750 average population \$ _____

Per inmate adjustment should monthly average ≠ 750 inmates \$ _____

YEAR 3:

Fixed monthly price for an inmate population > 900 & ≤ 1049 \$ _____

Projected annual cost - year 1 assuming 900 average population \$ _____

Per inmate adjustment should monthly average ≠ 900 inmates \$ _____

INMATE MEDICAL SERVICES

PRICING FORM 2 OF 2

Please provide areas of risk and how that risk shall be managed by the proposing organization. Should there be areas where total costs have been reduced based on another pricing arrangement, please provide a brief summary of the approach, actual contractual examples and contact information of those cognizant with the structure and any savings realized.

Signature: _____ Representative's Name: _____

Company Name: _____ Date: _____