



**FRANKLIN COUNTY**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSALS (RFP) COVER PAGE**

RFB NO: 2022-34

TITLE: Health Care Services Adult Detention Facility

Solicitation Schedule & Deadlines:

September 14, 2022	Solicitation Release Date
September 28, 2022 8AM	Deadline for Submitting Questions
September 30, 2022 4:30PM	Deadline to post Addendum
October 13, 2022 2PM	Deadline to Submit Response

Responses must be received no later than "Deadline to Submit Response"

October 13, 2022 2PM

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Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

# SUBMISSION CHECKLIST

\_\_\_\_\_ I have reviewed the bid schedule and deadlines, located on the solicitation cover page

\_\_\_\_\_ I have read ALL Terms and Conditions and Bid documents closely

(Located at [www.franklinmo.org](http://www.franklinmo.org))

## THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE

### USE THESE FORMS ONLY

\_\_\_\_\_ Solicitation Cover page

\_\_\_\_\_ Contractual Terms and Conditions Acknowledgement

\_\_\_\_\_ Pricing Form completed and signed

\_\_\_\_\_ Cooperative Agreement Notice completed and signed

\_\_\_\_\_ Affidavit for Work Authorization completed and notarized

(Additional required verification is included)

\_\_\_\_\_ Certificate of Insurance

\_\_\_\_\_ I have one original and two copies that are labeled accordingly

\_\_\_\_\_ I have included contact information

\_\_\_\_\_ Envelope is sealed and label attached

\_\_\_\_\_ W9 is completed and attached

## **PURPOSE/ INTRODUCTION/ BACKGROUND**

It is the intent of this Request for Proposal (RFP) to locate qualified Contractors who are interested and able to provide and coordinate comprehensive medical care services and associated systems of care for inmates at the Franklin County Adult Detention Facility ("Facility") operated by the Franklin County Sheriff's Office ("Sheriff"). The selected Contractor will provide medical services for inmates housed at the Facility. The selected Contractor shall work cooperatively with the Sheriff, Franklin County Health Department, and local hospitals. The provision of inmate health services by the Contractor shall include comprehensive medical care including administering and prescribing medicine, women's health, dental care, coordination with mental health care providers, clinic time and other services as more specifically identified in this RFP.

The Facility is operated and managed by the Sheriff, whom is primarily accountable for the care, custody, and control of the inmates housed at the Facility.

Average Daily Population ("ADP") at the Facility is 220 inmates. As many of the services as possible are brought to the inmate at the Facility rather than bringing the inmate to a separate medical facility.

*\*Franklin County reserves the right to increase the County's inmate and non-inmate count and raise the ADP as deemed necessary, notice will be given 30 days prior to when the amendment will go into effect.*

Contractors must be able to safely and securely provide and coordinate comprehensive medical care services and associated systems of care to meet the needs of inmates at the Facility. Contractor must be qualified and experienced in providing comprehensive medical care services in a correctional environment.

## **CONTRACTOR MINIMUM QUALIFICATIONS**

Proposals not meeting minimum qualifications will be disqualified. Due to the complex nature and security concerns of correctional facilities, Contractor's minimum qualification criteria include, but are not limited to, the following:

- a. Contractor Experience and Accreditation.
  - (1) *Experience.* Contractor shall be regularly and continuously engaged in the business of providing comprehensive inmate detention and/or correction medical care services for at least five years. Contractor shall have minimum one year experience providing medical care services in a Missouri detentions and corrections facility within the last three years.
  - (2) *Substantiation.* The proposal must include the following information:
    - (a) For each of the above requirements, specify the name(s) and locations of each facility Contractor has provided services.
    - (b) Specify what type of accreditation the facility possessed, and if so, the dates of the accreditation, if known.
    - (c) Include data on the average inmate census, the types of medical services provided, and frequency of the different types of medical services. Identify the services provided at each of the facility or offsite.
    - (d) Provide at least two references, with titles and contact information, for each facility.

## **STAFF MINIMUM QUALIFICATIONS**

- a. Staff Minimum Qualifications. The medical professionals and individuals providing services through the Contractor, MUST individually meet certain minimum qualifications.
- (1) *Supervising Doctors and Nurses.* Each supervising doctor and nurse must have at least three years' experience in medical practice at a correctional facility after obtaining his or her credentials.
  - (2) *Other Supervisors.* All other supervisors must have at least three years' experience in the profession they are supervising, providing similar services in a detention and/or correctional facility.
  - (3) *All Individuals.* All service providers, employees, and subcontractors working at the Facility must pass and maintain, to the satisfaction of the Sheriff, a security and background check performed by the Sheriff. Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into the Facility. Any security and background checks performed by the Sheriff shall be in addition to the new hire and routine, background checks, reference checks, and other procedures performed by the Contractor.
  - (4) *Substantiation.* The proposal must include the following information:
    - (a) General
      - (i) The titles of the professions, minimum educational levels, certifications, and licenses the individual in each position is required to have and maintain;
      - (ii) Staffing levels, with titles and anticipated shifts. For each proposed staffing position, the years of experience that Contractor will be requiring for that position must be identified. Contractor may identify the level of

experience for each proposed position by using the following ranges, new (0-2 years), average (2-5 years), experienced (5-10 years), and very experienced (10 years and over). The proposed staffing levels must include the anticipated scheduling of such staff. Furthermore, specify the minimum levels of experience working in a detention and/or correctional setting that will be required, again identifying them by new (0-2 years), average (2-5 years), experienced (5-10 years), and very experienced (10 years and over).

(b) Initial Staff

If known, Contractor may provide the names of the proposed staff with their education, certifications and licenses (including license numbers), which may be resume format (business addresses are sufficient, home contact information for staff should not be provided). If awarded the contract, such documentation and verification is an ongoing requirement for all replacement staff of the successful Contractor.

Medical, nursing, clinical, and administrative personnel must be certified and licensed by the appropriate certification and/or licensing board, as required, by the State of Missouri.

## **DEMONSTRATION OF CONTRACTOR QUALIFICATIONS.**

Contractors must respond to each of the following questions explaining and demonstrating their qualifications. Each response will be evaluated and scored. Supporting documentation must be provided for the response to each question. For each question, required documentation is noted, or examples of supporting documentation have been identified. Contractors may include additional supporting documentation. Please note that all proposals will be public record, and all personally identifiable information must be redacted from documentation. Scoring will be based on the content, depth, detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate document may result in a reduced or failing score.

### a. Staff Qualifications

- (1) *Licensing and Credentialing.* How will Contractor ensure that existing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide quality comprehensive medical health services as specified under this RFP? What systems does Contractor have in place to monitor credentials and continuing education requirements by the appropriate certification and/or licensing board, as required, by the State of Missouri?
  - (a) Examples of documentation are copies of policies and procedures, screen shots of electronic system displaying tracking or copies of physical tracking records.
  - (b) Names, license numbers, and personal information on individuals are encouraged to be redacted.

### b. Medical Records System

- (1) *Description of Medical Records System.* Describe Contractor's medical records system, including electronic access, protections, input, and maintenance process for medical records.
  - (a) Documentation may be policies and procedures and screen shots.
  - (b) Any patient information shown must be fictitious or redacted.

- (2) *Examples of Medical Records Systems.* Provide examples of medical records systems in place at existing detention and/or correction facilities where Contractor is providing services.
  - (a) Documentation must include examples of reports and summary notes.
  - (b) Any patient information shown must be fictitious or redacted.

c. Services

- (1) *General Description.* Describe the types of medical services Contractor has provided in a correctional setting.
  - (a) To document this include, at a minimum, descriptions of each of the following:
    - (i) On-site care, including equipment and access for inmates;
    - (ii) On-call services;
    - (iii) Provision of services pursuant to court orders;
    - (iv) Coordinating services with outside health care systems;
    - (v) Dental Services;
    - (vi) Provision of Prosthesis/Glasses;
    - (vii) Detoxification from Drugs and Alcohol;
    - (viii) AIDS – including testing, education and working with community groups);
    - (ix) Continuity of care services after release including coordination, if any, with public health agencies and community based organizations;
    - (x) Managing and facilitating follow up care after an inmate returns from an outside medical appointment or procedure; and



- (xi) Managing and facilitating discharge planning
- (2) *Infectious Outbreak*. Specify how Contractor has handled a communicable/infectious disease outbreak (for example a chicken pox, lice, or flu outbreak).
  - (a) Include any policies, procedures and/or reports and notifications advising treatment plans.
  - (b) Include a description of employees responsible for managing such an incident, who would be responsible for the reporting of such incidents to public health officials, who would be responsible for recording and charting such incidents, and the education programs that would occur to prevent future occurrences of such incidents.
- (3) *Medical Care Management*. Specify at least two medical care management programs Contractor's organization has implemented which comply with the ACA and community-based standards of care.
  - (a) Documentation may be copies of program specifics showing policies and procedures for maintaining certification and standards of care.
- (4) *Development and Implementation of Programs*. Specify if Contractor has developed and implemented a successful comprehensive medical care program in a correctional facility within the last five years.
  - (a) Documentation must include clear goals, objectives, policies, and procedures for goal achievements in the clinical environment.
  - (b) Provide copies of materials from the program.
  - (c) The response must also detail if goals and objectives were met.
- (5) *Mental Health Services*. Describe Contractor's experience, protocols, and organizational staffing plans for mental health services. Advise if Contractor provided the services (1) directly

or (2) if was done in coordination with a prior client agency's jurisdictions, , or (3) an outside Contractor.

- (a) Please provide examples of how Contractor are currently or have in the past provided coordination of mental health services in correctional facilities.
  - (b) Documentation may be policies, procedures, and/or copies of agreements.
- (6) *Pharmacy Services.* Describe Contractor's experience, protocols, and organizational staffing plans for providing pharmacy services. Describe the number of on-site pharmacists, policies, and procedures and the methods Contractor will use for dispensing and administering pharmaceuticals.
- (a) Please provide examples of existing detention and/or correction facilities where on-site pharmacy services are in place.
  - (b) Provide descriptive procedures and examples for the control, tracking, and dispensing of pharmaceuticals in a detentions and corrections facility.
  - (c) The proposal must include two distinctly different methods for dispensing and administering mass amounts of pharmaceuticals on a daily basis if awarded this contract. One method will be considered as the primary method and the other as the secondary, Contractor must have the ability to implement both methods at each facility.
- (7) *Health Screening.* Describe how Contractor will provide health screening, including appropriate lab work, for intake, inmate food workers, and other inmate workers as required by statutes and regulations.
- (a) Documentation may be current or proposed policies and procedures.

- (8) *Prenatal, Pregnant, and Postpartum Services.* Specify how Contractor will address the needs of pregnant and postpartum female inmates.
  - (a) Documentation may be current or proposed policies and procedures.

d. Coordination of Special and Outside Services

- (1) *Consulting Medical Specialties.* Describe how Contractor will make arrangements to provide payments for all consulting medical specialty services and special medical equipment including, but not limited to, wheel chairs, braces, crutches, etc. Note, each piece of equipment to be brought into either detention facility must be cleared by the Sheriff.
  - (a) Documentation may include current or proposed policies and procedures.
- (2) *Experience and Protocols.* Describe Contractor's experience, protocols, and organizational staffing plans for coordinating medical services with hospitals for both in-patient and outpatient treatment. Include descriptions of services provided pursuant to court ordered and routine treatment.
  - (a) Provide examples of how Contractor is currently or has in the past provided for such services in correctional facilities.
  - (b) Documentation may be policies, procedures, and/or copies of agreements.
- (3) *Emergency Services.* Describe Contractor's qualifications and procedures for providing emergency services provided on-site, off-site, and during a natural disaster, including payment for such services. This must include both medical and dental emergencies. Describe how Contractor has provided medical services when off-site treatment is required or needed. Documentation should include:
  - (a) Policies and Procedures.
  - (b) Billing Statements.

- (c) Summary Notes or Reports.
- (4) *Disaster Services.* Describe Contractor's qualifications and procedures for providing comprehensive medical services during a natural disaster.
  - (a) Provide current or proposed contingency plans to provide medical services to inmates following a natural disaster or declared state of emergency.
- e. Quality Assurance / Oversight / Reporting
  - (1) *Protocols.* Describe Contractor's protocols for medical quality assurance review and implementation of any identified corrective action.
    - (a) Documentation must include sample reports and summaries from past actions.
    - (b) Include current or proposed policies and procedures.
  - (2) *Health Appraisal.* Describe Contractor's experience with providing family services to inmates pursuant to Penal Code Sections 3409, 4023.5 and other applicable laws and advise how Contractor will provide these services to ACSO.
    - (a) Include current or proposed policies and procedures.
  - (3) *Coordination and Cooperation.* Describe Contractor's past experience providing reports and coordinating with quality assurance consultants, medical advisory boards, and other advisory organizations. Include a description of how Contractor will work with quality review committees in Franklin County to address identified issues and recommendations for change.
    - (a) Documentation must include proposed policies and procedures.
    - (b) Documentation may include reports, client feedback, or summaries of how Contractor has improved Contractor's services in the past after incidents or recommendation after quality review.

- (c) Documentation may include reports, summaries, and prior meeting agenda.
- (4) *Participation.* Describe how Contractor will work with the Sheriff, the County and the community, including assignments for meeting attendance.
  - (a) Provide proposed policies and procedures.
  - (b) Provide titles and levels of experience for individuals to be assigned as coordinators and liaisons for County and community meetings and communications.

f. Structure and Litigation

- (1) *Organization.* Describe Contractor organizational structure, administrative policies, procedures, and practices that support cost accountability, provision of quality care, quality assurance, medical audits, oversight, and escalation protocols.
  - (a) Documentation may include sample reports, organizational charts, job descriptions, policies, procedures, or memos describing identified issues and resolutions.
- (2) *Penalties and Fines.* Summarize any federal, state, and/or local government investigations conducted in which Contractor was the subject of during the past ten years which resulted in fines, penalties, or loss of accreditation. Provide a narrative describing these investigations, why they were implemented, and the results of such investigations.
  - (a) Provide copies of all reports from State or Federal Investigations in the last ten years which resulted in fines, penalties, or loss of accreditation.
  - (b) If a report is more than five pages long, Contractor may include the summary; however, if requested Contractor must provide full report.
- (3) *Terminated Contracts.* Contractor's proposal must disclose any contracts lost, terminated, and/or cancelled over the past ten

years, and the reasons why such contracts were lost, terminated, and/or cancelled.

(4) *Litigation.* Provide a list of all litigation in which Contractor has been named as party in the last ten years with the name of the case, court and current status or disposition of suit. Include any litigation in which a provider was named while providing services through Contractor, even if Contractor's entity was not named.

(a) For all cases include a narrative describing the case, the current status of the case, and if the case has been settled provide any settlement terms including amounts of settlement, any specific performance requirements and any agreement regarding changed procedures for providing services.

(b) Include details for any consent decrees associated with providing services to inmates within the last ten years. Provide reason, year, and value for each consent decree.

g. Protocols

(1) Include sample copies of the following plans and protocols and explain how, if at all, they will be revised for services provided to the County.

(a) Staff Contagious Disease Testing Plan: including testing for other exposures on a case-by-case basis for various contagious diseases.

(b) Inmate Court Referral Protocols: including procedures and protocols for addressing medical referrals from the courts.

h. Transition. Include a proposed or sample implementation plan for transition of health care services from existing providers. Describe lessons learned from previous experiences assuming health care services management from existing correctional facility medical services providers.

## **DEFINITIONS**

**INMATES**-Inmates booked into the custody of the County or Sheriff and presently incarcerated in the Facility.

**ELECTIVE CARE**- Care which, if not provided, would not, in the opinion of the Contractor's practitioner (a licensed practitioner employed by the Contractor), cause the inmate's health to deteriorate, or cause harm to the inmate's well-being.

**MID-LEVEL PRACTITIONER**- An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed to practice medicine in the appropriate state.

**MOBILE SERVICES**- Any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to, laboratory and X-ray services.

**OFF-SITE SERVICES**- Medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, and mental health.

**SPECIALTY SERVICES**- Medical services that require a physician to be board-certified in a specialty, including, but not limited to, dermatology, gynecology, and mental health.

**SPECIFIED MEDICATIONS**- Medications related to the treatment of HIV, AIDS, HIV/AIDS related diseases, hepatitis, cystic fibrosis, multiple sclerosis, cancer, and/or active tuberculosis, as well as medications listed as biological and/or anti-rejection drugs. Medications related to these treatments will be defined in accordance with medical literature.

**TELEMEDICINE**- The use of medical information exchanged from one site to another via electronic communications to improve patients' health status.

## SPECIFIC REQUIREMENTS

The Sheriff requires a highly qualified Contractor to provide inmate health care services. The selected Contractor will be responsible for inmate health care services immediately upon the inmate being brought and accepted into the Sheriff's custody through the intake processes at the Facility, and throughout the term of inmate detention. The selected Contractor will be responsible for providing, paying and coordinating all medical services brought to the inmate, and the services provided within the Facility and arranging and paying for outside services.

The provision of inmate health services by the Contractor shall include comprehensive medical care services, including administering and prescribing medicine, women's health, dental care, coordination with mental health care providers, and clinic time as more specifically identified in this RFP.

Contractor's proposal must demonstrate how it will provide a system of care that meets the unique needs of the Facility. Contractor, through its system of care, programs, and services must provide, at a minimum, the following services, and structure during the term of the contract. Contractor's proposal must describe generally how it will provide the requested services, including the specific requirements contained in this section. Contractor's proposal must address the specific requirements, but Contractor does not need to discuss each requirement individually. The successful Contractor shall provide the following:

1. Staffing: The Contractor will provide staffing coverages as described in the staffing section.

Meal Breaks-The Contractor's employees are allowed to leave the premises during the work day for meal breaks.

Nursing- the Contractor will provide on-site licensed practical nursing coverage to include up to 84 hours, 7 days per week and 12 hours a day on a schedule approved by the Sheriff. When approved by the Sheriff or designee, hours worked in excess of the contracted amount will be billed monthly to the County at the prevailing wage and benefit rate, overtime to be paid at the discretion of Franklin County for emergency situations. For hours of absence due to Corporate Holidays, the hours will be credited to Franklin County. Contractor to submit a list of Corporate Holidays to Franklin County for approval along with the proposal. For all other absences, the Contractor endeavors to provide replacement coverage, and if it is unable to do so, the Contractor will credit the County for those hours. Timesheets shall be made available at the request of the Sheriff and or designee.

Practitioner- A physician and/or Mid-Level Practitioner will visit the Facility 2 hours 1 time a week.



A Mid-Level Practitioner will only be used with the approval of the Sheriff. The physician and/or Mid-Level Practitioner will be available by telephone to the Facility and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours a day. For scheduled visits that fall on Corporate Holidays, approved by Franklin County, coverage will be provided by telephone only.

*\*Franklin County reserves the right to increase the County's Nursing/Physician service needs as deemed necessary, notice will be given 30 days prior to when the amendment will go into effect.*

2. Inmate Information: The Sheriff will provide, as needed, information pertaining to inmates that the Contractor and the Sheriff mutually identify as reasonable and necessary for the Contractor to adequately perform its obligations to the Sheriff and the County.
3. Mental Health Services: The Sheriff requests that there is a quality mental health professional (Master level or above) on site 2 hours each week to provide the following: screening, assessment, evaluations, treatment plans and referrals to crisis intervention services.

*\*Franklin County reserves the right to increase the County's mental health service needs as deemed necessary, notice will be given 30 days prior to when the amendment will go into effect.*

4. Security: The Sheriff will maintain responsibility for the physical security of the Facility and the continuing security of the inmates. The Contractor and the Sheriff understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of the Contractor, as well as for the security of inmates and Facility staff, consistent with the correctional setting. The Sheriff will provide security sufficient to enable the Contractor and its personnel to safely provide the healthcare services described within this RFP. The Sheriff will screen the Contractor's proposed staff to ensure that they will not constitute a security risk. The Sheriff will have final approval of the Contractor's employees in regards to security/background clearance.
5. Sheriff's Policies and Procedures: The Contractor's staff will operate within the requirements of the Sheriff's policies and procedures as communicated to the Contractor's staff by the Sheriff or designee. Such Policies and procedures may change from time to time; if so, the Sheriff or designee will promptly notify the Contractor's staff, provide them with a written copy of the policy and/or procedure changes, and provide any necessary training to the Contractor's staff. Upon the Sheriff's request, the Contractor will assist the Sheriff in drafting medical policies and procedures.

6. Management Services: The Contractor will provide management services to include; a comprehensive Strategic Plan, Peer Review, CQI, Cost Containment, Utilization Management, and a Risk Management program specific to the facility's medical operations.
7. Facility Staff Training: On a semi-annual basis as requested by the Franklin County Sheriff, the Contractor shall provide instructor-led face to face training for Franklin County Jail Staff on Basic First Aid Training, and AED/CPR Training, Suicide Prevention, and other health/medical/public health topics to be mutually agreed upon, at no additional cost to the County. The Contractor is not obligated to guarantee training credits and is not responsible for obtaining training credits on behalf of the County.
8. Meetings: The Contractor's representatives will meet, in accordance with a schedule agreed to by the Sheriff and the Contractor, with the Sheriff or designee concerning procedures within the facility, any proposed changes in health-related procedures, or other matters which either party deems necessary.
9. Biomedical Waste Disposal: The Contractor will be responsible for the provision of and cost of biomedical waste disposal services for the medical unit at the Franklin County Jail facility consistent with all applicable laws. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
10. Body Cavity Search: Inmates taken to hospital upon the word of competent authority.
11. Sexual Assault: In the case of sexual assault, the inmate victim will be sent to the hospital for appropriate collection of evidence which includes chain of custody, counseling, and care.
12. Collection of DNA/Physical Evidence: The Contractor will perform the collection of physical evidence for the purpose of DNA testing on-site with signed consent from the inmate. Court-Ordered collection of DNA/physical evidence will be referred to the appropriate facility or emergency room.
13. Dental Care: The Contractor will provide dental triage screenings for inmates in accordance with criteria established by a licensed dentist for the purpose of identifying inmates in need of serious dental services. Dental care will be paid for from the Franklin County budget. Decisions concerning dental care will be consistent with the applicable American Medical Association (AMA) standards.
14. Elective care: The Contractor is not responsible for providing elective care to inmates. Decisions concerning elective care will be consistent with the applicable American Medical Association (AMA) standards.

15. Health Education and Evaluations: The Contractor shall provide health education materials to the Sheriff for detainee education. The Contractor shall also provide on-site health evaluations and medical care for detainees. Additionally, the Contractor shall provide basic physical examinations for potential detainee workers to ensure the detainees are physically capable of performing assigned work duties. Furthermore, the Contractor will provide emergency medical treatment to facility staff, subcontractors and visitors who become ill or are injured while on the premises. In cases of emergency medical treatment, the Contractor will stabilize all patients and refer for recommended treatment or care, as needed.
16. CQI Meetings: The Contractor will review quarterly on-site, at the scheduled Continuing Quality Improvement (CQI) meetings with the Sheriff or designee, the healthcare reports
17. Inmate Labor: Inmates will not be employed or otherwise engaged or utilized by either the Contractor or the Sheriff in the direct rendition of any healthcare services
18. Medical Records:
- a. Maintenance: Individual inmate health records shall be fully and properly maintained, including but not limited to:
    - (1) Pre-screen history
    - (2) Medical evaluation report
    - (3) Complaints of injury or illness and action taken
    - (4) Physician orders
    - (5) Progress notes
    - (6) Names of all personnel treating, prescribing, and/or issuing education
    - (7) Medications administered
    - (8) All laboratory, x-ray, and other documentation of treatment provided, and
    - (9) Documentation of all off-site services.
  - b. Confidentiality. Contractor shall maintain confidentiality of the health care records as is required by law. All medical records shall be and remain the property of the County. In the event of a contract termination, Contractor shall confirm County has received and has access to the full updated and accurate records, in part to assure compliance with medical records retention practices
  - c. Audit: Contractor shall cooperate with the County and third parties authorized by County for medical records review.

- d. Specific Performance Requirements and Penalties: Contractor shall be subject to penalties for error in record keeping. Penalties shall be based on type and frequency of errors and be assessed in increasing increments. A minor error might include, but is not limited to, “file not found,” “signature” or “documentation missing.” A major error might include but is not limited to, an error that caused severe injury, extensive delay in providing medical services, or failure to abide by judicial orders. These penalties are in addition to any other remedies and cause of action.
- e. Contractor shall prepare and submit regular reports to the County unless otherwise stated reports are to be submitted on July 1<sup>st</sup> of each year and at other times as requested by County.

19. Medical Supplies (Disposable): The Contractor will provide for detainees’ disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 Tubing, urine test strips, syringes, gloves for the medical staff, med cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps.

20. Mobile Services: When mobile services are required for medical reasons and are available to come to the Franklin County Jail, the Contractor shall arrange for those services for detainees in accordance with the Sheriff’s policies and procedures. Mobile services will be paid for from the Franklin County Budget.

21. Off-Site services: When Off-Site services are required for medical reasons, the Contractor shall arrange for those services in conjunction with the Jail Transportation unit for detainees and in accordance with the Sheriff’s policies and procedures. Payment is not the responsibility of the Contractor. Specialist services that require up-front payment will be paid by the County.

22. On-Site Testing: The Contractor will provide for Inmates on-site laboratory testing to include finger-stick blood sugar and urine dipstick for pregnancy and/or infection. The Contractor will also provide on-site tuberculosis(TB) testing as follows:

For Inmates- the Contractor will provide TB skin tests as directed by the Sheriff. The Contractor will pay for the TB serum and related supplies.

For Facility Staff- the Contractor will provide TB skin tests as directed by the Sheriff.

The County will pay for the serum and related supplies. Upon the Sheriff's request, the Contractor will secure the serum and related supplies through the correctional pharmacy to secure the best possible price, then bill the County for those costs.

23. Pharmaceuticals:

Court ordered Medications and Testing- The Contractor will provide all court-ordered Medications and testing to inmates. The Contractor will only pay for court ordered medications that the Contractor's practitioner considers appropriate and are not included on the Specified Medications list. The County will pay for all other court-ordered medications as well as all court-ordered testing. Specified Medications will be paid for by the County.

Home Medications- the County agrees to allow home medications in the facility when they are able to be properly verified and are deemed necessary by Contractor's Physician.

Inmates- the Contractor will provide all medically-indicated pharmaceuticals for County Inmates. **The County will pay** for prescription medications; prescribed Over-the-counter; and psychotropic medications, which are prescribed.

Inmates Housed for ICE- the Contractor will provide all medically indicated pharmaceuticals for inmates housed for ICE. The Contractor will not be responsible to pay for pharmaceuticals for ICE inmates.

24. Prison Rape Elimination Act of 2003(PREA): The Contractor shall comply federal law related to PREA, applicable PREA standards, and the Facility's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the Facility. The Contractor shall provide proper certification proving they are PREA compliant.

25. Administrative Fee: The County agrees to the use of an admin system, as permitted by law, for inmate medical requests.

26. Duty to Protect Inmates: The non-delegable duty to protect inmates is, and always will be, vested in the Sheriff. This Agreement does not result in the assumption of a non-delegable duty by the Contractor. As such, the Sheriff specifically retains the duty and obligation for security of the inmates.

27. Inmate Information: The Sheriff will provide, as needed, information pertaining to inmates that the Contractor and the Sheriff mutually identify as reasonable and necessary for the Contractor to adequately perform its obligations to the Sheriff and the County.

28. Medical Equipment (Durable): Medical equipment remains the responsibility of the Sheriff. At the Sheriff's request the Contractor may assist the Sheriff in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in

- a medical unit would be; exam table, exam stool, ophthalmic/otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, emesis basin, CPR AmbuBag (adult & 2-way mask), refrigerator (small), and scales.
29. Non-Medical Care of Inmates: The County will provide and pay for all other personal (non-medical) needs of the inmates while in the Facility, including, but not limited to; daily housekeeping services, dietary services (including special supplements, liquid diets, or other dietary needs), building maintenance services, facility cleaning for ectoparasites, personal hygiene supplies and services, clothing and linen supplies.
30. Office Equipment (Durable): The Sheriff will provide use of County-owned office equipment and all necessary utilities in place at the Facility's healthcare unit. Typical office equipment expected in a medical unit would be a locking file, paper punch, staple remover, stapler, cabinet for storing medical supplies, computer, fax machine, copier/printer, and toner.
31. Office Supplies (Disposable): The County will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes.
32. Quarterly Adjustments: Account reconciliation will be completed for variances in the Average Daily Population (ADP) and other expenses, such as equipment or services purchased by the Contractor (with prior approval by the County) on behalf of the County.

Average Daily Population (ADP)-ADP for a given quarter will be determined from the Facility census records. For billing purposes, the County Inmate ADP will be 220. Inmates who are not presently incarcerated in the Facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to the Contractor by the County. The ADP's reported to the Contractor should only be those inmates presently incarcerated in the Facility.

Per-Diem- Per diem rate(s) are intended to cover additional costs in those instances where minor, short-term changes in the inmate population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and is sustained.

Inmates- When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of County Inmates above or below the contracted ADP for that quarter multiplied by the per diem rate.

Arrears- Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between the Contractor and the County. Payment of the adjusted amount will be due upon receipt of said invoice.

33. Contract Period: The contract period shall be for 12 consecutive months. The contract may be renewed at the sole option of the County for an additional 4 one-year periods, or any portion thereof. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.
34. Claims and Legal Actions: Contractor shall actively and fully cooperate with County legal counsel and risk management staff in the investigation, defense or and other work related to any claim or legal action against or on behalf of the County, including any of its departments, employees, volunteers or agents. Said assistance shall include, but is not limited to:
  - a. Timely provision of data;
  - b. Medical records;
  - c. Investigation of claims;
  - d. Preparation of declarations or affidavits;
  - e. Other information as counsel deems necessary to prepare the defense or prosecution including the participation at any trial or hearing; and
  - f. Contractor must comply with all past, current, future settlements, and litigation concerning the delivery of inmate health care services.

#### OTHER PROPOSAL REQUIREMENTS

It is the responsibility of the Contractor by careful personal examination of the sites, to satisfy themselves as to the location of the work, worksite conditions, and the quantity of staff required. The Contractor shall examine carefully the proposal and all other documents and data pertaining to the Project. Failure to do so shall not relieve the awarded Contractor of obligation to perform the provisions of the agreement. The Contractor shall not at any time after the execution of the agreement make any claims alleging insufficient data, incorrectly assumed conditions or claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the agreement.

The County will consider proposals from Contractors with specific experience and success in Healthcare. All proposals must include:

1. Contractor name, address, telephone number and contact persons(s) email address.
2. Brief history of the Company.
3. Description of the Contractor's processes, method of approach, and timeline for implementation, including identification of specific services to be provided listed in the above Specific Requirements section of this RFP.
4. List of recent (last 24 months) organizations that have used the Contractor's services on similar projects, with contact names and contact information for reference checks
5. Pricing form, completed and signed.
6. All forms and/or tasks performed that are listed on the submission checklist below are completed and/or included with the Proposal:

*\*Only use the forms provided*

- I have reviewed the proposal schedule and deadlines, located on the solicitation cover page
- I have read ALL Terms and Conditions and Proposal Documents closely (Located at [www.franklinmo.org](http://www.franklinmo.org))
- Solicitation Cover Page
- Affidavit for Work Authorization is completed and Notarized
- Certificate of Insurance(COI)
- I have one original and three copies that are labeled accordingly
- Envelope is sealed and label attached

## OFFER AND SCHEDULE OF FEES

The undersigned has thoroughly examined the entire RFP, including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein.

The offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Firm has the capacities, professional expertise and experience to provide the necessary services as described in this RFP. The Firm shall ensure that all information required is submitted with the proposal. All information provided should be verifiable by documentation requested by the County. Failure to provide all information, in accuracy or misstatement may be sufficient cause for rejection.

## **Employment of Unauthorized Aliens Prohibited**



- (a) Contractor agrees to comply with Missouri Revised Statute section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri and shall not henceforth do so. Alternatively, Contractor shall require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

## **RFP PRICING FORM**

### **2022-34 Health Care Services Adult Detention Facility**

#### **REQUIRED PRICING**

The Contractor shall complete the following pricing form and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation.

Annual Total Fee (To be billed monthly)

Nursing (12 hours a day/7 day's week) = 84 Hours per Week and Physician visit 2 hours 1x week \_\_\_\_\_

Mental health (2 hours/week) \_\_\_\_\_

Cost per Inmate over ADP

Inmate \_\_\_\_\_

**Optional Contract Renewal Pricing**

\*Not to Exceed 5%

Annual % increase \_\_\_\_\_

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

Authorized Signature \_\_\_\_\_

Printed name and title \_\_\_\_\_

*Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the Contractor's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.*

**RFP ALTERNATE PRICING FORM**

**2022-34 Health Care Services Adult Detention Facility**

**REQUIRED PRICING**

\*In the event of an ADP increase we would need to increase the Nursing/Physician visit hours and Mental Health hours per week.

Alternate pricing: Increase of ADP

Increase of ADP by 20 inmates \_\_\_\_\_

Increase of ADP by 30 inmates \_\_\_\_\_

Increase of ADP by 40 inmates \_\_\_\_\_

Increase of ADP by 60 inmates \_\_\_\_\_

Alternate pricing: Increase of Physician visit service hours

Increase of Physician hours per week by 1 \_\_\_\_\_

Increase of Physician hours per week by 2 \_\_\_\_\_

Increase of Physician hours per week by 3 \_\_\_\_\_

Increase of Physician hours per week by 4 \_\_\_\_\_

Alternate pricing: Increase of Mental Health visit service hours

Increase of Mental Health hours per week by 1 \_\_\_\_\_

Increase of Mental Health hours per week by 2 \_\_\_\_\_

Increase of Mental Health hours per week by 3 \_\_\_\_\_

Increase of Mental Health hours per week by 4 \_\_\_\_\_

Alternate pricing: Increase of Nursing visit service hours

Increase of Nursing hours per week by 2 \_\_\_\_\_

Increase of Nursing hours per week by 4 \_\_\_\_\_

Increase of Nursing hours per week by 6 \_\_\_\_\_

Increase of Nursing hours per week by 8 \_\_\_\_\_

## EVALUATION CRITERIA

The criteria used to select a Firm include the following factors:

- A. Quality and responsiveness of the proposal. (10%)
- B. Ability, capacity, and experience of the Contractor to perform the services. (35%)
- C. Contractor's plan/processes, services to be provided, method of approach, and schedule. (20%)
- D. Price to provide the services requested. (35%)

## **SELECTION PROCESS**

The County will review and evaluate the proposals based on the evaluation criteria. Firms may be selected for interviews or questions for clarification. However, the County may choose to proceed without interviewing any Firms.

The County reserves the right, in its sole discretion, to reject any or all proposals, or portions thereof, to waive technicalities or deficiencies in any or all the proposals. The County reserves the right to cancel this RFP in part or in its entirety.

## **INSURANCE REQUIREMENTS**

1. The Contractor shall furnish County with a certificate of insurance indicating proof of the following insurance from company's license in the State of Missouri:
  - A. Worker's Compensation and Employers' Liability: Worker's Compensation Statutory in compliance with the Compensation law of the Sate and Employers' Liability Insurance with a limit no less than \$1,000,000.00 each accident.
  - B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000.00 per occurrence, \$4,000,000.00 aggregate combined Single Limit for

Bodily Injury and Property Damage Liability. This insurance shall include, but not be limited to, the following coverage.

1. Premises – Operations
2. Products and Completed Operations
3. Broad Form Property Damage
4. Contractual
5. Personal Injury

C. Automobile Liability with a minimum limit of \$1,000,000.00 per occurrence, \$4,000,000.00 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all the following:

1. Owned Automobiles
2. Hired Automobiles
3. Non-Owned Automobiles

D. Professional, Medical and Hospital Liability with a minimum limit of \$1,000,000 per occurrence, \$4,000,000 aggregate.

E. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 5 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

F. Before commencement of any operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to the Department/Agency issuing the contract. The certificate shall list the Certificate Holder and Address as follows: Franklin County, 400 E Locust Street, Room 206, Union, Mo 63084. The services provided to Franklin County shall be listed under "Description of Operations."

G. Such insurance shall include Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners as "Additional Insured's".

2. The Agreement of Insurance shall provide for notice to the County of amendment or cancellation of insurance policies 30 days before such amendment or cancellation is to take effect.

## **OTHER REQUIREMENTS**

### **Anti-Discrimination Against Israel Act Requirement**

A public entity shall not enter into a contract with a company to acquire to dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

Affidavit of Compliance with Section 34.600 RSMo for Contracts over \$100,000 or for  
Contractors with Ten (10) or more employees

I, \_\_\_\_\_ [Contractor Agent], being duly sworn, attest and  
state, under penalty of perjury, as follows:

1. I am employed by \_\_\_\_\_ [Contractor] and serve as the  
\_\_\_\_\_ [Position with Contractor].
2. I hereby affirm that \_\_\_\_\_ [Contractor]:
  - a) is not currently engaged in and shall not, for the duration of the contract, engage  
in a boycott of goods or services from the State of Israel; or
  - b) is not currently engaged in and shall not, for the duration of the contract, engage  
in a boycott of goods or services from companies doing business in or with Israel  
or authorized by, licensed by, or organized under the laws of the State of Israel; or
  - c) is not currently engaged in and shall not, for the duration of the contract, engage  
in a boycott of goods or services from persons or entities doing business in the  
State of Israel.

Further Affiant Sayeth Not.

\_\_\_\_\_  
[Contractor Agent]

STATE OF MISSOURI     )  
                                  ) ss.  
\_\_\_\_\_ COUNTY        )

Subscribed and sworn to me, a notary public, this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

---

Authorized Business Entity  
Representative's Name  
(Please Print)

Authorized Business Entity  
Representative's Signature

---

Business Entity Name

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

# CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.

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Vendor/Contractor Signature

Date

---

Vendor/Contractor Name and Title

**VENDOR INFORMATION**

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

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

\_\_\_\_\_

Phone number \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Name Title \_\_\_\_\_

Email Address \_\_\_\_\_

# ATTACHMENT 1

## SEALED RFP LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF PACKAGE

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### SEALED RFP RESPONSE ENCLOSED

DELIVER TO:

Purchasing Department  
400 East Locust St, Rm 004  
Union, MO 63084

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RFP # 2022-34 DATE: October 13, 2022 2PM

DESCRIPTION: Health Care Services Adult Detention Facility

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_