

Jackson County, Georgia
Board of Commissioners and Sheriff

REQUEST FOR PROPOSALS NUMBER 210016

For
INMATE HEALTH CARE SERVICES
At The
JACKSON COUNTY JAIL

REQUEST FOR PROPOSALS NUMBER 210016
INMATE HEALTH CARE SERVICES

Georgia, Jackson County

Date: August 2, 2021

TO INMATE HEALTH CARE PROVIDERS:

The Jackson County Board of Commissioners will receive proposals for
INMATE HEALTH CARE SERVICES AT THE JACKSON COUNTY JAIL

Proposals will be received until September 8, 2021 at 10:00 AM in the office of:

Jackson County Purchasing
67 Athens Street
Jefferson, GA 30549

Health Care Services must be provided to all inmates confined at the Jackson County jail in compliance with the Standards for Health Care Services in Jails and Prisons, Latest Edition, established by the National Commission of Correctional Health Care (NCCHC). The Jackson County Jail, houses mostly inmates awaiting trial. However, some inmates have been sentenced to the Jail for terms usually less than twenty-four months.

Questions concerning Request for Proposals (RFP #210016) should be directed, in writing, to Myrna Yarbrough, Purchasing Manager at myarbrough@jacksoncountygov.com or phone number 706-367-6309.

Complete details of RFP may be obtained at www.jacksoncountygov.com or www.vendorregistry.com

PRE-PROPOSAL MEETING AND SITE VISIT will be held August 18, 2021, at 10:00 AM. Interested vendors will meet at the Jackson County Jail, 555 Stan Evans Drive Jefferson, GA 30549. Interested vendors are encouraged to attend.

Jackson County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interest.

Myrna Yarbrough, Purchasing Manager

INMATE HEALTH CARE SERVICES AT THE JACKSON COUNTY JAIL

Your firm is invited to submit a proposal to provide Inmate Health Care Services for the Jackson County Jail. Health Care Services must be provided to all inmates confined at the Jackson County Jail in compliance with the Standards for Health Care Services in Jails and Prisons, Latest Edition, established by the National Commission of Correctional Health Care (NCCHC). The Jackson County Jail, houses mostly inmates awaiting trial. However, some inmates have been sentenced to the Jail for terms usually less than twenty-four months.

The Proposal submission shall consist of one original proposal, two (2) copies and one (1) electronic format containing the proposal in PDF or WORD format in a container or envelope marked **“RFP #210016, A Proposal for Inmate Health Care Services, Jackson County Georgia”**, and the name of the company submitting the proposal in the outside of the container. The proposal will be received no later than September 8, 2021 at 10:00 AM local time prevailing by:

Jackson County Purchasing
67 Athens Street
Jefferson, GA 30549

All responsible firms are encouraged to submit proposals. The Jackson County Board of Commissioners and/or Jackson County Sheriff, reserves the right to accept or reject any and all proposals submitted.

The awarding authority for the contract is the Jackson County Board of Commissioners and the Jackson County Sheriff.

Questions concerning this Request for Proposals should be submitted in writing to Myrna Yarbrough, Purchasing Manager at myarbrough@jacksoncountygov.com or by fax at (706) 708-2505. Jackson County will attempt to answer questions prior to August 6, 2021, during the pre-proposal meeting.

A PRE-PROPOSAL MEETING AND SITE VISIT will be held August 18, 2021 at 10:00 AM. All interested vendors will meet at the Jackson County Jail, 555 Stan Evans Drive Jefferson, GA 30549. Vendors are encouraged to attend.

MINIMUM QUALIFICATIONS FOR ANY PROPOSER

Jackson County requires that any proposer meet the following qualifications. Failure to meet each of these qualifications may result in the proposer’s disqualification.

1. The proposer must be organized and existing for the primary purpose of providing inmate health care services.
2. The proposer must have at least two (2) continuous years of corporate experience (not individual experience) in administering inmate health care programs and at least three (3) current contracts with separate agencies with facilities of at least 200 beds.
3. The proposer must carry professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate annually. The proposer must carry separate general liability insurance, covering bodily injury, personal injury and property damage in the amount of One Million Dollars (\$1,000,000.00) combined single limit.
4. The proposer must have demonstrated its experience and the quality of its care by having obtained facility accreditation from any of the following accrediting organizations; the National Commission of Correctional Health Care (NCCHC), the American Correctional Association (ACA), or the Joint Commission of Accreditation of Health Care Organizations (JCAHO), in a correctional facility of at least 200 beds.
5. The proposer must demonstrate its ability to provide a health care system specifically for a correctional facility. It must demonstrate that it has the ability of immediate contract start-up, that it has a proven system of recruiting staff and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operation.
6. The Offeror must have in place a valid procedure for defending litigation brought by inmates related to the provision of health care.

I. SCOPE OF SERVICES

“The County” as used in this document shall refer to the County Manager or Sheriff as it relates to the respective facilities to be covered under this contract.

Generally, the successful Offeror shall:

- A. Provide, at its own cost, services including but not limited to: all professional medical, dental, vision and related health care and administrative services including mental health care pharmacy for inmates. Services shall include but not be limited to: a comprehensive health evaluation of each inmate following award of the contract (to be in accordance with NCCHC standards) regularly scheduled sick call, twenty-four hour nursing care, regular physician, optometrist and dentist visits to the jail, hospitalization, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, administrative support services and other services as described herein. The successful Offeror shall provide any licenses that are required to provide the services stated herein.

1. Specialty services shall include but shall not be limited to radiology services and laboratory services to the extent reasonably necessary in the opinion of a medical professional. When non-emergency specialty care is required and cannot be rendered at the Jail, the Offeror shall make arrangements with the Sheriff for the transportation of the inmate(s).
2. Emergency services as are medically necessary shall be provided to the patients and inmates through arrangements to be determined by the Offeror and local hospitals. The Offeror shall provide for emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment.

Hospitalization services arrangements shall be made by the Offeror for any inmate who requires hospitalization in coordination with the Jackson County Sheriff or the respective designees. A licensed physician employed by the Offeror shall be responsible for making hospitalization decisions. The cost for all off-site inpatient and outpatient healthcare services will be the responsibility of the County or its Third Party Administrator. Nevertheless, it is the intent of the County to limit this exposure. The Offeror will be expected to demonstrate a utilization management program that will minimize healthcare cost and provide constitutionally required healthcare.

When off-site care is required and billed to the County, the Offeror will provide a detailed invoice of expenses so that the County may, at its option, seek reimbursement from the inmate, the inmate's insurance company, or the State.

3. Transportation services shall be provided by the County in cooperation with the Sheriff in non-emergency instances. Emergency ambulance transportation shall be provided by the Offeror through the Jackson County EMS.
 4. Mandated medical services which are required by law or court orders of consenting or non-consenting inmates shall be provided by the Offeror. The Sheriff will restrain such inmates as necessary. Should new legislation or a court order require substantial new medical treatment, the Offeror shall not be financially responsible unless specifically agreed upon between the Offeror and the County.
- B. Provide staffing to include but not limited to: all medical, dental, mental health, technical and support personnel necessary for the rendering of health care services to inmates at the Jackson County Jail as describes herein. Minimum service requirements include:

1. An on-call physician, physician's assistant or nurse practitioner shall be available to respond to phone calls from the designated Jail staff 24 hours per day/7 days per week and when requested, they will report to the facilities for inmate assessment. Jailers and/or staff personnel will not perform medical procedures or services and will not be required to locate and dispense medications when Offeror is not on-site. Therefore, Offeror shall indicate in their proposal any capabilities using the technology available to remotely view and diagnose inmates at the facility.

This staffing is based on the assumption that there will be a daily average of 175 inmates at the Jackson County Jail.

The Medical director (licensed physician) employed by the Offeror shall make sick and emergency call visits at the Jail for the Jail to meet or exceed NCCHC accreditation standards, but no less than the requirements listed above. The Program Administrator at each location, who shall be a nurse, shall be at the Jail during regular business hours (i.e. an eight-hour work day), five days per week. Nurses shall be at the jail eighteen hours each day of the year (i.e. 6:00 am until 12:00 midnight. This requirement may increase should inmate population significantly increase.) Clerical staff shall be at the Jail at all times sufficient to maintain medical records in strict accordance with applicable NCCHC accreditation standards for medical records and policies and procedures of the Jackson County Jail, see exhibit A, staffing.

The Offeror shall not make staffing changes without prior written approval of the Jackson County Sheriff.

If the County becomes dissatisfied with any health care personnel provided by the Offeror, in recognition of the sensitive nature of correctional services, the Offeror shall, following written notice for the County of dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the County, the Offeror shall remove the individual about whom the County has expressed dissatisfaction. Should removal of an individual become necessary, the Offeror will be allowed reasonable time to find an acceptable replacement. If, in the sole judgement of the County, immediate removal of any health care personnel is necessary, those personnel shall be removed and replaced forthwith.

In the event that the Offeror or its agents, subcontractors or employees fail to appear at the Jail as scheduled, the County may provide for the required medical care and the County shall be entitled to deduct the cost of such care from the payments of the Offeror. The County shall immediately notify the Offeror of such action.

Inmates shall not be employed or otherwise engaged by either the Offeror or the County in rendering any health care services. Upon written approval of the County, inmates may be used in positions not involving health care services directly to inmates and not involving inmate records.

- C. Provide all required licenses necessary to render all services within the Jackson County Jail. Ensure that all personnel assigned to the County to render services shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Georgia law.
- D. Health Services provided by the Offeror shall meet current NCCHC guidelines. All Health Services provided shall also meet Georgia Department of Corrections Standard Operating Procedures.
- E. Submit reports to the County on a monthly and annual basis concerning the overall operation of the health care services program provided to Jackson County.
- F. Meet monthly, if necessary, with the County concerning procedures within the respective facilities and any proposed changes in health related procedures or other matters which either party deems necessary.
- G. Prepare and maintain a health record for each inmate committed to the Jackson County Jail. These records shall be the property of the County.
- H. The County will make available to the Offeror the existing County owned medical instruments and equipment in use at the Jail and will replace such equipment at the County's expense. See exhibit B.
- I. Reimburse, on a monthly basis, Jackson County for all long distance phone calls.
- J. Reimburse the County for direct loss or damage to property or equipment of the Jackson County Jail caused by the Offeror's employees.
- K. The County will provide all forms, records, files and supplies required to provide the required services.
- L. Perform a receiving screening and health assessment, according to NCCHC guidelines, on any inmate confined at the Jackson County Jail.
- M. Provide a total pharmaceutical system for the Jail. The system shall include prescription medications and over-the counter medications. A plan for providing a pharmaceutical system must be submitted to the County for review and approval before implementation. The proposed system will not include the need to have law enforcement personnel, jailers, or correctional officers locating and then dispensing drugs to inmates.

The County Shall:

- A. Maintain responsibility for the physical security of the Jackson County Jail and the continuing security of the inmates.
- B. Provide office space and furniture such as desks, chairs, file cabinets, etc., which shall remain the property of Jackson County. The County will provide the necessary maintenance and housekeeping of the office space and facilities.
- C. Provide food, linens, and other non-medical services to the inmates while in the Jackson County Jail.
- D. Screen the Offeror's proposed staff to ensure that they will not constitute a security risk. Jackson County Sheriff shall have final approval of the Offeror's employees in regard to security/background clearance. The Offeror must ensure that each employee receives the same minimum screening as is required of law enforcement/correctional officers who are employed by Jackson County. Such screening must be completed annually.
- E. Provide use of County owned office equipment and supplies in place at the County's health care facilities. At the termination of the contract, the Offeror shall return to the County possession and control of all County owned medical and office equipment. At such time, the equipment shall be in good working order, reasonable wear and tear expected.
- F. Provide public utilities. However, the Offeror's personnel must assist with efforts to reduce energy consumption by following good energy conservation practices (i.e. turning off lights in rooms that are not in use, etc.)
- G. Provide for each inmate the services and facilities provided by the County for all inmates at the Jail, including but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.
- H. Provide, as needed, information pertaining to inmates and patients that the Offeror and the County shall mutually identify as reasonable and necessary for the Offeror to adequately perform its obligations to the County.

The Offeror will not be responsible for:

- A. Providing elective medical care to inmates. Elective medical care shall be defined as care which if not provided would not, in the opinion of the Offeror's Medical Director (licensed physician employed by the Offeror), cause the inmate's health to deteriorate or cause harm to the inmate's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) standards. If a normally elective procedure is considered, this must be discussed with the Jackson County Sheriff prior to the final approval to the procedure.

- B. Cost of providing medical care for injuries incurred prior to incarceration (medical services related to pregnancy provided to any inmate prior to the inmate's booking and commitment into the Jackson County Jail). Furthermore, the Offeror will not be financially responsible to the cost of any medical treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care. The Offeror shall provide such care as is medically necessary, and the County shall reimburse the Offeror for all reasonable and necessary medical costs. The Offeror must provide a detailed invoice with the billing to allow the County to obtain reimbursement from the inmate, the inmate's insurance, or the State. The Offeror will not be responsible for medical costs associated with medical care of any infants born to inmates. The Offeror shall provide health care services to pregnant inmates, but health care services provided to an infant following birth would not be the responsibility of the Offeror.

II. SITE DEMONSTRATION

The County may require and schedule a demonstration of the Offeror's services and systems at the Offeror's place of business or at a site where the Offeror is providing service of a nature similar to those described herein. Offeror should be prepared to schedule and conduct a demonstration within five (5) days of notification of said request.

III. CONTENTS OF PROPOSAL

Each Offeror should include the following information relevant to its proposed services:

- A. The Offeror will state their understanding of the County's objectives and goals for its Health Care Services Program and describe the Offeror's plan for providing those services.
- B. Identify by name and title the key individuals, including the Doctors/Dentists and Program Administrators, who would direct and provide services and include a resume of each individual who would be assigned to the County contract. Describe the Offeror's plan for replacing personnel at the management level. (Note: The County reserves the right to interview the staff proposed for the Medical Director and Program Administrator positions during the presentation and negotiation phase of the Request for Proposal.) Provide an organizational chart for the proposed onsite team. Describe in detail the organizational structure proposed for use in providing services and provide job descriptions for each position.

- C. Describe the Offeror's general experience in providing health care services of the nature the County seeks (include a list of at least five (5) major accounts and provide a current contact name and telephone number that may be used as a reference). State any contracts that were canceled prior to the expiration date within five (5) years and give current contact name and telephone number.
- D. Provide a copy of the Offeror's latest audited balance sheet and income statement for the most recently completed fiscal year.
- E. Provide sample forms including, but not limited to: invoices, medical record reports to be used by the Offeror's staff, and monthly service reports that would be provided to the County.
- F. Describe the Offeror's plan for transition from the current operations, both for the initial transition and for the continuing operations that will follow the transition.
- G. If the Offeror is selected for a formal interview with the reviewing body, provide a financial breakdown for the Jackson County Jail that meets the objectives and requirements set forth in this RFP. State how fluctuation in the inmate population will be addressed in regard to the Offeror's proposed staffing levels and the financial proposal. State how fee decreases/increases are to be addressed.
- H. Describe the training services that would be available to the County. Specifically outline if CPR and AED training will be available.
- I. Describe the method the Offeror proposes to use to assess the County's satisfaction with the services it is providing.
- J. Describe the Offeror's method for dealing with problems and complaints presented by the County. Detail at what point would the problem escalate to the next level of supervision/management, the location of the supervisor/manager to be contacted, and the expected response time.
- K. State the Offeror's acceptance of the contract terms and conditions. Provide any proposed modifications to the contractual provisions.
- L. Provide any other information that the County should consider in evaluation of the Offeror's proposal.
- M. Identify any NCCHC requirements that would not be within the Offeror's control.

IV. CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

- 1. It is understood and agreed that this contract shall be subject to annual appropriations by the Jackson County Board of Commissioners. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this contract, then upon exhaustion of such funding the County shall be entitled to immediately terminate this contract, without penalty or liability. Recognizing that such termination may entail substantial costs to the Offeror, the County will act in good faith and make every effort to give the Offeror notice of any potential problem with funding or appropriation.

B. Award of the Contract

1. The Jackson County Board of Commissioner and/or the Jackson County Sheriff reserves the right to reject any and all proposals and to waive any informality.
2. The Successful Offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the County the contract forms and any other forms required by this RFP.
3. Any contract resulting from this RFP is not assignable in whole or in part without the prior express written consent for the County.
4. In order to discharge its obligations thereunder, the Successful Offeror will engage certain health care professionals, upon prior written approval of each such professional by the County, which approval will not be unreasonably withheld, as independent contractors rather than employees. Subject to the approval described above, the County consents to such subcontracting or delegation. As the relationship between the Successful Offeror and these health care professionals will be that of independent contractor, Successful Offeror will not be considered or deemed to be engaged in the practice of medicine of other professions practiced by these professionals. Successful Offeror will not exercise control over the manner or means by which these independent contractors perform their medical duties. However, the Successful Offeror shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this contract. For each agent and subcontractor, including all medical professionals, physicians, dentists, and nurses performing duties as agents or independent contractors of the Successful Offeror under this contract, the Successful Offeror shall provide the County proof that, for each professional, there is in effect during the period that persons engaged in the performance of this contract, a professional liability or medical malpractice insurance policy, as the case may be in an amount or amounts of Three Million Dollars (3,000,000.00) coverage per occurrence. The Successful Offeror shall promptly notify the County, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. Notwithstanding any provision herein to the contrary, the County and the Sheriff shall be entitled to immediately terminate the contract (effective thirty (30) days after receipt of notice or earlier by mutual agreement) without liability in the even that such insurance coverage is either changed, canceled or is insufficient in the sole opinion of the County.

C. Offeror's Performance

1. The Offeror agrees and covenants that its agents and employees shall comply with all County, State, and Federal laws, rules, and regulations applicable to the performance of the contract.
2. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury or person or damage to property if any and all kinds.
3. The Offeror shall cooperate with County officials in performing the contract work so the interference with normal programs will be held to a minimum.
4. The Offeror shall be an independent contractor and shall not be an employee if any department of Jackson County.

D. Employment Discrimination by Offeror Prohibited

1. During the performance of this contract, the Offeror, its employees, agents and subcontractors agree as follows:
 - a. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex, disability or national origin is a bona fide occupational qualification reasonable necessary to the normal operation of the Offeror. The Successful Offeror agrees to post conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Successful Offeror, shall state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Offeror shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

E. Compensation

1. On a monthly basis, the Offeror shall be required to submit a complete itemized invoice on each delivery or service that he may perform under the contract. Payment shall be rendered to the Offeror for satisfactory compliance with the contract within thirty (30) days after the receipt of the proper invoice. Any invoices for population adjustments (increases or decreases) shall be provided in the month following the month of service within fifteen (15) days after receipt of proper invoice.

F. Auditing

1. The County may perform during the term of this contract in-progress audits and post-audits for three (3) years after termination of the contract of Offeror's records as a result of a contract awarded pursuant to the Request of Proposals. The Successful Offeror's files would be available on demand and without notice during normal working hours during the contract period, and upon reasonable notice for a period of not less than three (3) years after the termination of the contract.

G. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and Jackson County from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications as detailed in item 3 under minimum Qualifications.

H. Contract Period

1. The contract period will be from January 1, 2022 through December 31, 2022. Contract fees shall remain firm for the initial contract period.
2. The contract may be renewed annually for a one-year period for up to a maximum of four (4) renewals upon written agreement between the County and the Successful Offeror. Any increase in fees shall be submitted annually ninety (90) days before renewal date to the Sheriff's Office for review and approval. Prices shall remain firm for the renewal year.

I. Termination of Contract

1. Jackson County reserves the right to terminate the contract immediately in the event that the Offeror discontinues or abandons operations: of adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Offeror to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty of Jackson County. Jackson County shall pay for services rendered up to the point of termination.
3. Notwithstanding anything to the contrary contained in the contract between the County and the Offeror, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Offeror.
4. If the termination clause is used by the County, the Offeror will be paid by the County for all scheduled work completed satisfactorily by the Offeror up to the termination date set forth in the written termination notice.

J. Taxes

1. The Offeror shall pay all county, city, state and federal taxes required by law enforced at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the County and the Offeror, as the taxes shall be an obligation of the Offeror and not of the County, and the County shall be held harmless for same by the Offeror.
2. Jackson County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

K. Medical Records

1. The Successful Offeror shall maintain, cause to be maintained or be required to be maintained complete and accurate medical records for each inmate and citizen who has received health care services. Each medical record shall be maintained in accordance with applicable laws, NCCHC standards, the Georgia Board of Corrections Minimum Standards for Jails and Lockups and the County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete original of the applicable medical record or a certified copy of said medical records shall be available to accompany each inmate who is transferred from the Jail or Correctional Institute to another location for off-site services or transferred to another institute. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, the Successful Offeror shall comply with Georgia law and the County's policy with regard to access by inmates and staff to medical records. No

information contained in the medical records shall be released by the Offeror except as provided by Jackson County policy, by a court order, or otherwise in accordance with the applicable law. At the expiration of the contract period, all medical records shall be delivered to and remain with the County. However, the County shall provide the Successful Offeror with reasonable ongoing access to all medical records even after the expiration of the contract for the purpose of defending litigation. The medical records of inmates and patients shall at all times be the property of Jackson County.

2. The Successful Offeror shall make available to the county, unless otherwise specifically prohibited, at the County's request, all records, documents and other papers relating to the direct delivery of health care services to inmates and patients hereunder.
3. During the contract period and for a reasonable time thereafter, the County will provide the Successful Offeror, at the Successful Offeror's request, all records relating to the provision of health care services to inmates or patients as may be reasonably requested by the Successful Offeror in connection with an investigation of, or defense of any claim by a third party related to the Successful Offeror's conduct. Consistent with applicable law and the forgoing provision, the County will make available to the Successful Offeror such records as are maintained by the County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent that the County has any control over those records) as the Successful Offeror may reasonably request. Any such information provided by the County shall be kept confidential by the Successful Offeror and shall not, except as may be required by law, be distributed to any third party without prior written approval by the County. Notwithstanding any provision of the contract to the contrary, the County's internal investigative records shall not be required to be provided to the Successful Offeror or any other person or entity (except as may be required by law).

L. Security

1. The Successful Offeror and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Successful Offeror as well as for the security of inmates and the Jail staff, consistent with the correctional setting. The County will provide security sufficient to enable the Successful Offeror and its personnel to safely provide health care services described in this RFP. Nothing herein shall be constructed to make the County or its employees a guarantor of the safety of the Successful Offeror's employees, agents or subcontractors, including their employees.
2. The County shall not be liable for loss of or damage to equipment and supplies of the Successful Offeror, its agents, employees or subcontractors unless such loss or damage was caused by the sole negligence of the County or its employees.

3. The County will provide security as necessary and appropriate in connection with transportation of inmates between the jail and any other location for off-site services as contemplated herein.

M. Notice

1. Unless otherwise provided herein, all notices or other communications required or permitted to be given under any resulting contract shall be in writing and shall be deemed to have been duly given or delivered in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

- a. County: Kevin Poe
County Manager
67 Athens Street
Jefferson, GA 30549

Sheriff Janis Mangum
555 Stan Evans Drive
Jefferson, GA 30549

- b. Successful Offeror

Notice shall be effective upon receipt.

N. Entire Agreement

1. This contract, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this contract shall be binding upon the parties unless the same are in writing and signed by the respective parties.

O. Waiver of Breach

1. The waiver of either party of a breach or violation of any provision of this contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

P. Other Contracts and Third Party Beneficiaries

1. The parties agree that the Successful Offeror is neither bound by nor aware of any other existing contracts to which either the Sheriff or the County are a party and which relate to the providing of medical care to inmates and patients. The parties agree that they have not entered into this contract for the benefit of any third person or persons, and it is their express intention that the contract is intended to be for their respective benefits only and not for the benefits of others who might have otherwise be deemed to constitute third party beneficiaries hereof.

Q. Severability

1. In the event any provisions of the contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

R. Amendments

1. The contract expresses the entire understanding of both parties, and may not be amended except in writing by both parties.

S. Counterparts

1. The contract may be executed in several counterparts, each of which shall be in an original and all of which together shall constitute but one in the same instruction.

T. Vacancies

1. The Successful Offeror shall provide the County a written monthly report detailing the contract staffing levels to include a listing of vacant positions. Any position that goes unfilled for more than fifteen (15) consecutive calendar days shall result in a daily per diem contract price deduction beginning with the sixteenth (16th) consecutive calendar day each position remains vacant.
2. The amount of the daily per diem price deduction shall be based in the most recent actual daily rate paid by the Successful Offeror to the applicable positions previous incumbent, plus daily allowance of twenty percent (20%) of benefits. As

with all other aspects of the contract, the daily per diem rates shall be subject to audit by the County at any time. The vacancy adjustments shall appear as deductions on the applicable month's invoice.

3. Absences due to vacation, holiday or sick leave shall not be considered vacancies and no deduction will be taken for such absences. However, the Successful Offeror shall be responsible for ensuring that adequate and equal staff coverage is provided whenever personnel are absent for any reason.

U. Proposal Submission Requirements

1. Jackson County will not accept oral proposals received by telephone, fax machine or telegraph.
2. Proposals shall be signed by an authorized representative of the Offeror. If the Offeror is a corporation, the Offeror shall print the name and title of the individual executing the proposal. All requested information should be submitted. Failure to submit all requested information may result in the Jackson County Board of Commissioners requiring prompt submission of missing information and/or giving a lowered evaluation for the proposal.
3. All erasures, interpolations and other changes in the proposal shall be signed or initialed by the Offeror.
4. The proposal, the proposal security, if any, and any other required documents shall be enclosed in a sealed envelope or box. The envelope or box containing the proposal shall be sealed and marled clearly with the RFP # with title and the name of the company submitting the proposal.
5. By submitting a proposal in response to this Request for Proposal, the Offeror represents that they have read and understand the scope of services, and are familiar with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, process or performance of the contract work.
6. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.
7. A proposal may be modified or withdrawn by the Offeror at any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Board of Commissioners in writing of its intentions.
 - a. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.

- b. Modified and withdrawn proposals may be resubmitted to the County up to the time and date set for the receipt of proposals
 - c. No proposal can be withdrawn after the time and date set for the receipt of proposals and for sixty (60) days thereafter.
- 8. Comments as to how the proposal documents, scope of services or drawings can be improved are welcome. Offerors requesting clarification or interpretation of or improvements to the general terms, conditions, scope of services, or drawings shall make a written request which shall reach the County Manager, at least seven (7) days prior to the date set for the receipt of proposals. Any changes to the RFP shall be in form of a written addendum from the County Manager's Office. Each Offeror shall be responsible for determining that all addenda issued by the County have been received before submitting a proposal.

V. Proposal Evaluation Selection Process

- 1. Offerors are to make written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications, Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.
- 2. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:
 - a. The composition of the Offeror's business, including key personnel committed to the County's account, and the Offeror's ability to provide high quality services as described herein.
 - b. Clearly demonstrated understanding of the goals and scope of services for the County's Health Care Services.
 - c. The Offeror's initial financial proposal.
 - d. Proven record of successful experience in similar situations.
 - e. References.
- 3. Selection will be made of the Offeror deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with the Offeror so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected the County shall select the Offeror, which, in its opinion, has made the best proposal and shall award the contract to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Offeror's proposal as negotiated.

W. Contactor's Employees

1. The relationship between the County and the Contractor shall be that of owner and independent contractor, and all employees of Contractor assigned to the County's facility shall be strictly employee or agents of the Contractor, and in no event shall employees of Contractor be considered agents or employees of the County. Contractor shall assign to duty at the County's facility only employees that are reasonably qualified to perform the services required under the agreement, and that are acceptable to the County. Contractor agrees that it will conduct appropriate background checks on all employees assigned to the County facilities and warrants that all such employees will be suitable for the position to which they have been assigned. The background check must be at a minimum equal to the background check required by all law enforcement/correctional officers employed by Jackson County and must be completed annually with each contract renewal.

NOTE: The Terms and Conditions included within this Request for Proposal will be the basis for the contract document to be entered into between the Offeror and Jackson County. Final contract documents will be drafted by the County Attorney upon completion of negotiations and award of contract.

EXHIBIT A – REQUIRED STAFFING MATRIX

JACKSON COUNTY JAIL

POSITION	FTE	HRS PER WEEK
Program Manager (on call assistance)	1.0	40
Medical Director	0.3	12
Midlevel Provider	0.8	32
Charge RN Infirmery / H&P	1.1	44
LPN Infirmery	1.1	44
Dentist	0.1	4
Psychiatrist	0.2	8
Psychologist (Ph.D.)	0.2	8
Clinical Nurse Specialist (Mental Health)	0.1	4
Mental Health Counselor	0.2	8
Total	5.0	200

Brief Description of Operations:

Jackson County occupied the 424 bed County Jail facility in October 2009 and currently has a daily average population of 175 pretrial and State sentenced inmates. As you are aware, we have a per diem clause in our current contract for any overage that may occur and it does from time to time.

An LPN reports to the County Jail on a daily basis reporting at 7:00 am and ending at 7:00 pm. working a 12 hour shift has not addressed most of our needs therefore, this RFP requests 18 hours of coverage. The nurse also goes to the housing unit during this time, escorted by an officer, and conducts the distribution of required medications, usually in the morning rounds and some evening rounds. We also have access to 24 hour phone assistance from a physician, if necessary.

A Doctor or physician’s assistant comes to the facility once a week usually for 2 to 4 hours to conduct follow-up examinations, as necessary. A Dentist is at the facility every two weeks for about 4 hours.

All outside the facility medical cost such as medications, specialist needs, emergency care, mental health issues and all other are covered by the provider with a set cost pool allowance.

The County Jail has a cost pool where 100% of outside medical cost up to \$50,000.00 are paid out of the cost pool. Once the \$50,000.00 limit is reached then costs between \$50,000.00 to \$100,000.00 are paid at a shared cost of 50% from the cost pool and 50% paid by the County. If outside medical costs exceed the \$100,000.00 ceiling, then the County pays 100% of the costs.

Cost pools cover outside medical treatment to include ER visits, pharmacy, dental X-rays, in-patient/out-patient surgeries, hospital costs, etc.

EXHIBIT B

Jackson County Jail Equipment

Exam rooms equipped with exam tables and supply cabinets

Single holding cells

Large holding cells equipped with hospital beds

Secured storage for pharmacy and supplies

Nurses work station with computer and phone access

Equipped dental room including chair

EXHIBIT C

FORMS REQUIREMENTS

Each Proposal should have all the information requested in the paragraph labeled “CONTENTS OF PROPOSAL”. Additionally, the following information and/or forms must be completed and returned with the proposal provided:

1. Proof of Insurance
2. Non-Collusion Affidavit (format provided in the RFP)
3. Drug Free Workplace Certification (form provided in the RFP)
4. Certificate of Non-Discrimination (form provided in the RFP)
5. Contract Affidavit for the Immigration Act of 2011 (form provided in the RFP)
6. Offeror’s Information (form provided in the RFP)
7. Federal Tax Form W-9 and ACH enrollment (form provided in the RFP)

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of Jackson County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of Jackson County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____ 20.

NOTARY PUBLIC

ATTACHMENT

**JACKSON COUNTY BOARD OF COMMISSIONERS
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a sub-Vendor to work in a drug-free workplace shall secure from that sub-Vendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (sub-Vendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Jackson County Board of Commissioners. The bidder may be declared, by Jackson County, ineligible for further contracts with Jackson County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE

Illegal Immigration Reform and Enforcement Act of 2011
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)

The Jackson County Board of Commissioners and Contractor agree that compliance with the Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the Jackson County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-Verify Employment Eligibility Verification User Identification Number

Date of Authorization to Use Federal Work Authorization Program

NAME OF CONTRACTOR

Name of Project

Jackson County Board of Commissioners
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20__ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

**JACKSON COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
67 ATHENS STREET
JEFFERSON, GA 30549**

(706) 367-6309

OFFEROR'S INFORMATION

Date of Proposal:

Proposal Name: Inmate Medical Services

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand that collusion is a violation of State and Federal law and can result in fines, prison sentences, and Civil Damage Awards. I agree to abide by all Conditions of this proposal and certify that I am authorized to sign this proposal for the Offeror.

This _____ Day of _____, 20'

Proposal may not be withdrawn for sixty (60) calendar days after date of closing. Vendor MUST initial here: _____.

Offeror Information
(Type or Print)

Name and Mailing Address
of where to send payments

Name of Company

Name of Company

Address

Address

City, State Zip Code

City, State Zip Code

() _____
Phone Number

() _____
Phone Number

() _____
Fax Number

Federal ID #

Email _____

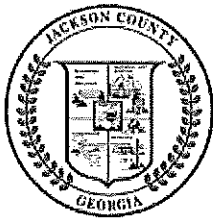
Dun & Bradstreet#

Name and Title of Person
authorized to Sign

Name

Title

Signature



Jackson County Board of Commissioners
Finance Department

67 Athens Street
Jefferson, Georgia 30549

Phone: (706) 367-1199 Fax: (706) 708-2505

Trey Wood
Director

ACH / DIRECT DEPOSIT AUTHORIZATION

Jackson County is upgrading its financial software and is enrolling all current vendors in this new system. This notification is to inform our valued vendors that EFT is now the mandatory payment option, effective January 1, 2019. Please return a copy of your company's W-9.

EFT payments will provide the following benefits to our vendors:

- Funds will settle in your account on a predictable day
Ensures that funds are available for use immediately
Eliminates the possibility of lost checks or check fraud
Paperless remittance advise via e-mailing including invoice number, date, and amount

To begin receiving electronic payments (EFT), please complete the section below and return it, along with your completed W-9, to the Jackson County Finance Department, 67 Athens St., Jefferson, GA 30549, or email to purchasing@jacksoncountygov.com.

This information is REQUIRED for ALL suppliers to process their ACH / Direct Deposit setup.

Company Name: _____ authorizes Jackson County Board of Commissioners to direct deposit my payments in to the following bank account. This authority is to remain in full force and effect until written notification is given to terminate, with reasonable time to act.

*Please Print Date ___/___/___ Type of Account ___Checking ___Savings

Obtain the following information from your bank with instructions that this is being used for DIRECT DEPOSIT PROCESSING.

Bank Name
Bank Address
City State Zip/Postal Code
Transit ABA (Routing) Number Account Number

Name of Business (DBA: Doing Business As):
Address
City State Zip/Postal Code
Email Address for Remittance Detail
Signature of Authorized Representative of the Business:
Written Signature Required Printed Name Phone