

MONROE COUNTY

MONROE COUNTY BOARD OF COMMISSIONERS

INVITATION TO BID

FOR

INMATE MEDICAL CARE SERVICES

FOR THE

MONROE COUNTY JAIL

BID NUMBER – CGD1140-12-20

**Monroe County Department of Finance
103 College Street South Ste 9
Madisonville, Tennessee 37354
(423) 442-9383**

Monroe County Board of Commissioners
Madisonville, Tennessee 37354
(423) 442-9383

Bid Prepared By:

Invitation to Bid Number:

Monroe County Finance Department

CGD1140-12-20

January 7, 2021

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **2:00 P.M. (EST.)** local time prevailing, **January 7, 2021**, and then publicly opened and read for the Inmate Medical Care for the Monroe County Jail, as authorized by the Monroe County Board of Commissioners.

No bid can be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

To be considered, your bid must be submitted on the copy of this Invitation to Bid. Bidders shall sign this form in the space provided and submit bid document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Bids shall be returned in the enclosed bid envelope, properly completed and sealed. Bids will not be accepted via fax machine or e-mail.

Time is of the essence and bids received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Bidders are responsible for ensuring that the Finance Department personnel stamp their bids before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to quote on the Invitation, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause for removal of your company's name from the bid list for subject commodity.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106

1. Award

The County reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. The County further reserves the right to reject the Bid/Proposal of any Bidder/Proposer whom it finds, after reasonable inquiry and evaluation, to not be responsible. The County may also reject the Bid/Proposal of any Bidder/Proposer if the County believes that it would not be in the best interest of the Project to make an award to the Bidder/Proposer. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder/Proposer. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder/Proposer has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder/Proposer and the rejections of all Bids/Proposals in which that Bidder/Proposer has an interest. If the Contract is to be awarded, the County will award the Contract to the Bidder/Proposer whose Bid/Proposal is the best interest of the Project. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by the County for the goods and services specified or insufficient funds exist for future orders, the County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Bids/Proposals

- (A) Bidder/Proposers are expected to examine all Bid/Proposal documents. Failure to do so will be at the Bidder/Proposer's risk.
- (B) Each Bidder/Proposer shall furnish all information required by the Request. The Bidder/Proposer shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Bidder/Proposers must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

3. Availability of Requested Items

Bidder/Proposers must accept responsibility for verifying availability of specified items prior to submission of Bid/Proposal. Bidder/Proposer shall notify the County no less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

4. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective Bidder/Proposer to notify Monroe County Purchasing if there is a question as to the specifications or bid/proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

5. Delivery

Delivery will be f.o.b. destination unless otherwise specified in the Bid/Proposal document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

7. Addenda

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/Proposal addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a Bid/Proposal, it is the responsibility of the Bidder/Proposer to ascertain that they have received all addenda issued and bid/propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-126.

8. Submission of Bids/Proposals

- (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the Bidder/Proposer shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) The County does not accept Bids/Proposals by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at Bidder/Proposer's request and expense unless otherwise specified in the Invitation.

9. Modification or Withdrawal of Bids/Proposals

Bids/Proposals may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized Bidder/Proposer representative provided the modification or withdrawal is received prior to the Bid/Proposal deadline. A Bidder/Proposer representative making a modification in person shall have proper identification and shall initial the change. The Bidder/Proposer representative shall sign a receipt for the withdrawal of a Bid/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the Bidder/Proposer's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

10. Late Bids/Proposals

It is the responsibility of the Bidder/Proposer to deliver their Bid/Proposal or modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late bids/proposals will not be considered or returned.

11. Qualifications of Bidder/Proposers

In evaluating Bid/Proposal, the County will consider whether or not the Bid/Proposal complies with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal form or prior to the Notice of Award. The County will consider the qualifications of Bidder/Proposer and may consider the qualifications and experience of Subcontractors, Supplies, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidder/Proposers, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the Bidder/Proposer to perform the work and the Bidder/Proposer shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by the investigation of such Bidder/Proposer fails to satisfy the County that such Bidder/Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. Subcontracts

The Bidder/Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the Bidder/Proposer certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Bid/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee.

14. Compliance with Applicable Laws

The Bidder/Proposer shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

15. Bid/Proposal Acceptance

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless Bidder/Proposer indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, Bidder/Proposer agrees to furnish all services described or specified

16. Acceptance of Bid/Proposal Content

The successful contractor's bid/proposal content shall become a contractual obligation if procurement action ensues. Failure of the successful Bidder/Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

17. Notification to County

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's Bidder/Proposer list for future solicitations.

18. Standard Contract

The County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid/Proposal.

19. News Releases

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

Terms and Conditions of Purchase

1. Definitions

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

2. Contract Terms

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

3. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

4. Delivery Requirement

To insure adequate service level to the people, the County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

5. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

6. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

8. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage if requested.

9. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

10. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

Terms and Conditions of Purchase

12. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

14. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

15. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

16. Public Notice – Title VI of the 1964 Civil Rights Act

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

17. Non-Conflict

No employee, officer or agent of The County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such assertion or correction.

19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

The Contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

The Monroe County Commission requests bids for a comprehensive, health care delivery system at the Monroe County Justice Center, located at 4500 New Highway 68, Madisonville, Tennessee 37354. This facility houses male and female pretrial and locally sentenced inmates. The proposal should be based on an average daily population of 364. Monthly charges shall be adjusted on a monthly basis throughout the next year for drastic reduction in inmate population, due to the COVID-19 pandemic.

To be considered a valid bid, the Bidder must submit two copies of the bid to the following address with the bid number on the outside of the envelope **no later than 2:00 PM on January 7, 2021:**

Monroe County Department of Finance
103 College Street South, Ste 9
Madisonville, TN 37354

Monroe County is considering all of the options available to provide economical and efficient health care for the inmates at the Monroe County Jail. If Monroe County determines to contract all services with an outside provider as set forth herein, it is the intent to award a health care contract for a three-year term, beginning March 1, 2021 and ending February 28, 2024.

Monroe County reserves the right to reject any or all bids, to waive technicalities or informality and to accept any bid deemed to be in the best interest of the County. Monroe County reserves the right to seek additional or new bids and to waive informalities and minor inequities in bids received. Monroe County will not pay for any information herein requested, nor will Monroe County be responsible for any costs incurred by the Bidder. All bids shall become the property of Monroe County upon submission.

Questions concerning the bid and any request to tour the facility must be directed to:

Chief Albert Medina
Monroe County Sheriff's Department
423-442-3911

OBJECTIVES OF THIS BID

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

1. To deliver high quality health care services that can be audited against established standards.
2. To operate the health care program in a cost-effective manner with full reporting and accountability to the Monroe County Sheriff, Monroe County Commission, and the Monroe County Finance Department.
3. To operate the health care program at staffing levels agreed to, and use only licensed, certified and professionally trained personnel.
4. To implement a written health care plan with clear objectives, policies, and procedures.
5. To maintain an open and cooperative relationship with the administration and the staff of Monroe County Jail.

6. To maintain complete and accurate records of care and to collect and analyze health statistics on a monthly basis. These records will be reviewed monthly by health care staff and jail staff to look for more efficient ways to deliver health care.
7. To operate the health care program in a humane manner with respect to the inmate's right to basic health care services.
8. To provide for a fair and objective evaluation of bids that will result in a mutually satisfactory contract between the successful Bidder and Monroe County.

MINIMUM QUALIFICATIONS FOR ALL BIDDERS

Monroe County requires that any Bidder meet the following minimum qualifications. Failure to meet each of these qualifications may result in the Bidder's disqualification.

1. The Bidder must have at least five continuous years of corporate experience in administering health care programs at a site other than the bidders' primary business establishment.
2. The Bidder must carry professional liability insurance in a minimum amount of at least one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) in the annual aggregate. This insurance must cover the Bidder's organization and all of its employees. Bidder must provide proof of the same level of coverage for sub-contractors used. A certificate of insurance naming Monroe County as additionally insured must be submitted prior to execution of any contract. A sample certificate showing actual coverage limits must be submitted with the bid.
3. The Bidder must demonstrate its ability to provide a health care system specifically for and within a correctional facility like the Monroe County Jail. The bidder must provide references from a minimum of five clients along with phone numbers, address, and contact person. It must be able to demonstrate that it can complete the startup process in 30 days from the contract award date. It must demonstrate that it has a proven system of recruiting staff and adequate support staff in its central office capable of competently supervising and monitoring its operation within a correctional facility.
4. The Bidder shall have and maintain all required licenses necessary for it to conduct business in the State of Tennessee.

MINIMUM REQUIREMENTS FOR ALL PROPOSALS

A Bidder selected to provide the services described in the bid shall be the sole supplier and/or coordinator of the health care delivery system at the contracted Monroe County Jail. Provider shall be responsible for all medical care for all inmates at the jail. The term "medical care" includes mental health care. This responsibility of Provider for the medical care of an inmate commences with the commitment of the inmate to the custody or the administration of the jail and ends with the discharge (or temporary release) of the inmate from the custody of the Monroe County Jail.

Inmates housed in jail not covered under the terms of this bid, or the resulting contract, will not be included in the Provider's responsibility while they are housed at other facilities or while being transported. Inmates held in the jail for other jurisdictions such as other counties will be included in the count, and the on-site care for these inmates will be the responsibility of the Provider for nursing and physician care, any supplies used, and for over-the-counter medications. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays,

dental procedures, and all off-site medically related consultations and procedures will be billed back to the originating agency, either by the County, the actual community agency providing the care, or by the Provider.

Invoicing must be detailed and must be submitted to the Jail Administrator or approved representative of the Monroe County Sheriff's Department for approval before payment can be issued through the Finance Department.

All bids must contain the following special information:

1. All bids must contain sufficient information concerning the Inmate Health Care Program that the County representatives may evaluate whether or not the Bidder meets "Minimum Qualifications for All Bidders".
2. All bids must list by name, address, and administrator name (with phone number) at least three jails where Bidder is providing medical care and the length of time each contract has been in effect. This list will be used as a source of references for the Bidder.
3. A statement that the policies and procedures for the medical program will be developed by the Bidder and will be based on Tennessee's Minimum Standards for Local Correctional Facilities developed by the Tennessee Corrections Institute that all nurses and any other staff will comply with protocols established by the medical director.
4. All Bidders must contain a full and complete staffing plan with a statement as to the staff positions and titles, and the number of actual hours per week to be worked on-site at the jail. Also, the bidder must state clearly how any temporary vacancy will be handled, and whether each scheduled shift will be worked during such vacancy. Bidders should include a staffing plan for 24 hours of coverage per day, 7 days a week, with nursing staff. Recognizing that the largest percentage of the health care contract will be in personnel costs, the County desires the most cost-efficient medical staffing proposal that is not detrimental to providing a quality inmate health care program with a risk/benefits analysis and intended staffing for each shift identifying R.N., L.P.N, E.M.T, etc. Monroe County is willing to consider the most cost-efficient delivery of services that meets applicable laws and regulations as well as Tennessee's Minimum Standards for Local Correctional Facilities.
5. The bid must explain in detail how medical care and mental health services for inmates at the jail will be delivered. Bidder shall provide a sample medical/mental health Receiving Screening form that is completed by jail booking staff on all new commitments to the jail.
6. The bid must explain their procedures for inventory, control, use, and storage of controlled substances, syringes, needles, and other surgical instruments. Provide a sample copy of inventory forms used.
7. All bids must contain a specific annualized price for a base population of up to 364 inmates for all medical care rendered under the resulting contract. Any other exceptions to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level.
8. Each bid shall describe how billing to Monroe County will be handled, and the expected terms for payments by the County to the Bidder.
9. What cost categories if any, will not be covered in the proposed cost? All bids must specifically state limits of Bidder's responsibility so proposed.

The specific item or classification of cost and the assigned responsibility for covering the cost for each item should be explained fully. The following listing

should be used for a checklist. Any item not explained, with respect to which contracting party is responsible for the cost, will be assumed to be an additional cost to the County, and thus added to the total cost of contracting with that Bidder. The line items or categories of costs are listed below:

- a) Nurse wages and benefits
- b) Physician, medical director on-site
- c) Any other on-site program provider (Dentist, etc.)
- d) Policies and procedures development
- e) Medical supplies
- f) Minor equipment (over \$500 per single item or unit)
- g) Repairs on existing equipment
- h) Over-the-counter medications
- i) Clinical lab procedures
- j) Office supplies
- k) Folders and forms
- l) Travel expenses
- m) Long-distance phone calls
- n) Publications and subscriptions
- o) Any necessary pharmacy licenses/permits
- p) Medical hazardous waste disposal
- q) All required insurance as specified in the bid
- r) Administrative services (cell phone, fax machine, internet connection, etc.)
- s) Training for officers in the jail on various topics
- t) All other specific on-site medical services
- u) Off-site medical services
- v) On-site mental health services
- w) Off-site mental health services
- x) X-ray services on-site
- y) X-ray services off-site
- z) On-site dental services
- aa) Off-site dental services
- bb) Formulary prescription medications for county inmates
- cc) Non-formulary prescriptions medications for county inmates

Each line item above must be assigned to a responsibility either for Bidder to pay, County to pay, or Bidder to pay with limitations, and if limited, then a reference to the bid section where the limits are explained.

10. In order to better understand all of the working terms being bid, the Bidder shall provide with its response to this bid a sample contract for consideration, in case the Bidder should be awarded the contract.
11. Bidder must be willing to sign a contract within 7 days of contract award date and be ready to begin services on March 1, 2021.
12. Address any current/pending lawsuits against the company relating to healthcare, settled cases within the last five (5) years.

SCOPE OF SERVICES

The winning Bidder hereafter referred to as “Provider”, will operate under the following specifications with regard to the resulting contracted program, unless other terms are agreed-to by each of the parties.

1. Health care services must be provided in full compliance with applicable Tennessee laws and regulations as well as Tennessee’s Minimum Standards for Local Correctional Facilities.
2. Provider must recruit, interview, hire, train, and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this bid, the bid selected, and the resulting contract. All medical staff providing services under this contract must be licensed to practice in the State of Tennessee. The Monroe County Sheriff, or designee, reserves the right to deny access to or employment at the jail to any employee of the Provider who does not meet established security clearances, obey established rules and regulations or be approved for initial assignment of work at the Jail Clinic. The Monroe County Sheriff will conduct a background search and appropriate screening of all health care employees and will provide the final approval of all employees who are subject to background and appropriate screening.
3. Provider shall provide a medical/dental/mental health Receiving Screen form that is completed by jail booking staff on all new commitments to the jail within 12 hours of booking at the Monroe County Jail. A review of the Receiving Screening form shall be conducted by a licensed medical professional within 24 hours. Provider will train jail booking staff on proper procedures for conducting the Receiving Health screening.
4. The medical/ mental health Receiving Screening form and process should include all elements covered by Tennessee Minimum Standards for Local Correctional Facilities.
5. Provider shall perform a comprehensive Health Assessment on any inmate within fourteen (14) calendar days of the arrival of the inmate at the jail. Such assessment shall be performed by a qualified medical professional. The Receiving Screening form will be included in the health record of the inmate.
6. Provider shall identify the need, schedule, and coordinate with Jail Captain all non-emergency and emergency medical care rendered to inmates inside or outside the jail, and pay for such care. Identify any services not covered in the cost of the bid that Monroe County must assume financial responsibility for separately. Scheduling of outside non-emergency appointments should be coordinated with Jail Captain in order to provide sufficient security staffing.
7. Provider shall identify the need, schedule, and coordinate any hospital care of any inmate of the jail, and pay for such care unless limited as to payment responsibility. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.
8. Provider shall identify the need, schedule, and coordinate all physician services rendered to inmates inside or outside the jail, and pay for such care unless limited as to payment responsibility. Provider must timely communicate said needs to jail staff. At a minimum, Provider shall identify a “responsible physician, physician assistant (PA) or nurse practitioner (NP)”, that is licensed to practice in the State of Tennessee, who shall conduct sick call on an agreed upon number of days or hours and generally provide such care as is available in the community. The “responsible physician” or another covering

- physician shall be on call to the nurse seven (7) days per week, twenty-four (24) hours per day for emergency situations. Provider is responsible for the daily triaging of inmate health care complaints by health care staff.
9. Provider shall identify the need, schedule, and coordinate all supporting diagnostic examinations, both inside and outside the jail, and pay for such care unless limited as to payment responsibility. This includes laboratory testing procedures. Scheduling of outside non-emergency examinations should be coordinated with Jail Administrator in order to provide sufficient security staffing.
 10. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory test.
 11. Provider shall identify the need, schedule, and coordinate mental health services rendered to inmates inside the jail, and pay for such care unless limited as to payment responsibility. The cost of court-ordered evaluations and any inpatient hospital commitments at a state facility will not be a part of the provider responsibility. The Provider will establish a suicide prevention and intervention program. Such program will be developed in coordination with jail staff and a mental health professional
 12. Provider shall provide a total pharmaceutical system for the jail beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication by the nursing staff, and the necessary record keeping. The Provider shall be responsible for the costs of all drugs administered, unless limited as to payment responsibility. The Provider shall create a formulary and a protocol for the use of non-formulary pharmaceuticals. Pharmaceuticals shall be distributed by a health care professional. The Provider shall address potential savings and/or risks (if any) by a protocol of medication rounds two times a day versus three times a day. The Provider will work with the Jail Administrator in developing a "keep on person" (KOP) medication program that is economically feasible and meets the security and safety needs of the jail. The Provider shall establish procedures for processing and dispensing medications obtained from inmates during the intake process or delivered to the jail by a family member or friend.
 13. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician and distributed by staff nurses. All controlled substances, syringes, needles and surgical instruments shall have a perpetual inventory and will be stored under security conditions acceptable to the jail. A daily inventory of these items will be conducted by Provider. The results are to be posted in the nurse's station.
 14. Provider shall provide and pay for all equipment and supplies that are used in the health care delivery system being proposed for the Monroe County Jail. Monroe County will maintain county owned equipment in the facility.
 15. Provider shall maintain complete and accurate medical, mental health, and dental records separate from the jail confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Provider shall provide the Sheriff or County Official with access to such records and, upon request, provide copies.
 16. Provider shall provide a consultation service to the Sheriff or County Official on any and all aspects of the health care delivery system at the jail, including evaluations and recommendations concerning new programs, and on any other matter relating to this contract upon which Monroe County seeks the advice and counsel of the Provider
 17. Provider shall prescribe therapeutic diets when clinically indicated. The Provider will work with the jail and food services when therapeutic diets are prescribed.

18. The Provider will develop a program for the management of pregnant female inmates.
19. The Provider will comply with the Jail's Inmate Grievance Program regarding complaints about any aspect of the health care delivery system.
20. The Provider will assist the jail in identifying inmate medical co-pays due in accordance with the jail's medical and pharmaceutical co-pay program.
21. The Provider will approve the number and contents of first aid kits and equipment to be located inside the jail for use by corrections staff. The Provider will work with the jail to establish procedures for monthly inspections of first aid kits to ensure that they have the required contents.
22. The Provider will conduct health education programs to corrections staff during basic pre-service and annual in-service training.
23. Provider will provide recommendations to Jail Captain regarding housing assignments and/or handling of special needs inmates.
24. Provider will respond to use of force situations to evaluate and provide appropriate medical assistance.
25. The Provider shall provide for the disposal of all bio-hazardous waste and comply with the jail's policies and procedures regarding the disposal.
26. The Provider shall provide specific information readily accessible to jail staff, in case of medical emergencies, such as telephone numbers and names of persons to be contacted, so that professional medical care can be received.
27. The Provider will develop and assist the Monroe County Jail in the implementation of a suicide-prevention. The program must include specific procedures for handling intake, screening, identifying, and continually supervising the suicide-prone inmate.
28. Provider is responsible for the removal of all Bio-Hazardous Materials.
29. Non-Collusion. The Provider must submit a signed affidavit.
30. The Provider will install, maintain and pay a monthly fee if fax lines are needed in the medical unit. If fax line is not utilized, all medical records must be sent via e-mail.

GENERAL CONDITIONS

1. The duration of this contract shall be from March 1, 2021 until February 28, 2024.
2. The health care delivery system must conform to state standards for medical services provided in correctional institutions as established by the Minimum Standards for Local Correctional Facilities of the Tennessee Corrections Institute (TCI) or by statute.
3. Provider shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. Visits to segregated inmates by health care providers should occur daily. Health care provider shall review the health records of segregated inmates.
4. Provider shall be required to render emergency care at any location on jail property. Provider shall provide emergency first aid/stabilization for corrections staff and visitors to the jail until the arrival of other first responders.
5. Provider and Monroe County Jail shall agree upon responsibility for security at the jail as essential to the safety and security of all staff and the facility. Provider duties will include at a minimum key control, sharps and chemical control, and other areas agreed upon by the jail and Provider. Provider shall have sole responsibility in all matters of medical, mental health and dental judgment. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risk" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff and his staff shall support, assist and cooperate

with Provider, and Provider shall support, assist and cooperate with the Sheriff whose decision in any non-medical, mental health or dental judgment are still the responsibility of the Provider. Corrections officers will provide security in the jail clinic during medical, mental health, and dental encounters with inmates.

6. Provider shall indemnify and hold harmless Monroe County and its agents, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities in connection with the provision of its services at the jail.
7. Policies and procedures of the Provider relating to medical care are to be established and implemented solely by the Provider along with nurse protocols. In areas that impact upon the security and general administration of the jail, the policies and procedures of the Provider are subject to review and approval of Monroe County. The Sheriff retains the right to review and approve policies and procedures of the Provider in any area affecting the performance of his/her responsibilities under law.
8. Either party to the contract may terminate the agreement without cause by giving at least a ninety (90) day written notice to the other party.
9. Neither the obligations nor the rights of the Provider under any resulting contract may be assigned by the Provider without the express written consent of Monroe County, whose consent shall not be unreasonably withheld.
10. The resulting contract shall be governed by and construed according to the laws of the State of Tennessee.

Please quote prices as of March 1, 2021.

1) Per diem greater than 364:

2) Alternate Bid:

Cost Plus % Plan instead of making flat monthly charge:

MUST BE SUBMITTED IN BID PACKET

1. Completed W-9.
2. Two (2) Copies of completed bid.
3. List of three (3) county jails with active contracts.
4. Five (5) references with phone number, address, and contact name.
5. Sample certificate of insurance showing actual coverage limits.
6. Litigations.

COUNTY JAILS WITH ACTIVE CONTRACTS

Name: _____

Address: _____

Contact Information: _____

Contract Period: _____

Name: _____

Address: _____

Contact Information: _____

Contract Period: _____

Name: _____

Address: _____

Contact Information: _____

Contract Period: _____

REFERENCES

Please provide three references within the state of Tennessee for whom the company has provided similar Inmate Medical Care to in the past three years.

Name: _____ Phone Number: _____

Address: _____

Name: _____ Phone Number: _____

Address: _____

Name: _____ Phone Number: _____

Address: _____

Name: _____ Phone Number: _____

Address: _____

Name: _____ Phone Number: _____

Address: _____

BIDDER INFORMATION:

Name of Bidder:

(Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: _____

Business has been in business under its present name since: _____

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

The above named bidder affirms and declares:

1. That the bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid/Proposal or in the contract proposed to be entered into.
2. That this Bid/Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That the bidder is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

BIDDER: _____

BY: _____

(Authorized Signature in Ink)

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE SIGNED: _____

PHONE NUMBER OF SIGNER: _____

ALL VENDORS MUST SUBMIT A W-9 FORM WITH THEIR BID RESPONSE.

LITIGATIONS

Please state if your company had been party to any litigations in the past five years. If so, please identify the name of the case, the court in which it was filed or is pending, and the findings of the case if it has been concluded. **Attach any pertinent documents if necessary.**

NO _____

YES _____

Name of Case (include case or docket number: _____

Court in which case is/was filed: _____

Description of claims that are subject to any litigations:

Decision/Verdict of case if concluded:

