

JEFFERSON COUNTY PURCHASING DEPARTMENT  
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Date of Notice: April 28, 2023

Notice to Proposers

Sealed Proposals will be received by the Office of the County Purchasing Department, Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until **THURSDAY, MAY 18, 2023 AT 3:30 PM EST.**, for the following:

**RFP #23-11a –  
COMPREHENSIVE HEALTHCARE SERVICES FOR THE JEFFERSON COUNTY CORRECTIONAL FACILITY**

Proposals may not be submitted via fax or email, and Proposals received after this deadline will not be eligible for consideration.

Copies of this Proposal may be examined and copies obtained at the County Purchasing Department.

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure.

Any questions regarding this Request for Proposal should be submitted in writing (mail, fax or email) to the Jefferson County Purchasing Department.

**A site visit has been scheduled for TUESDAY, MAY 9, 2023, AT 10:30 AM, EST., meeting in the lobby of the Jefferson County Public Safety Building, 753 Waterman Drive, Watertown, NY. Please contact the County Purchasing Department at (315)785-3077 to confirm your attendance.**

## INSTRUCTIONS TO PROPOSERS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following pages.

### A. DOCUMENTS

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Jefferson County Purchasing Department. Please submit three (3) copies one (1) original and two unbound (2) copies.

### B. GENERAL INFORMATION

For Jefferson County to conduct a uniform review of all proposals, proposals must be submitted in the format set forth below. Offerors are to submit written proposals that present their qualifications and understanding of the Services to be performed. Offerors' proposals should be prepared simply and economically and should provide all the information which they consider pertinent to their qualifications for the Services, and which responds to the Specifications and Basis of Award portions of this RFP. Emphasis should be placed on completeness of Services offered and clarity of content. Failure to follow this format may cause rejection of an Offeror's proposal. All sections of the proposals are to be submitted in the order requested. Sections shall be as follows:

1. Introductory Letter: A Letter introducing the Offeror and submitting a Proposal for Services. The Letter must include:

- a. The name and contact information for the person who will act as the point of contact for the proposal; and
- b. The names of the Officers and title of person(s) authorized to bind the Offeror.

2. Proposal Format and Required Documents

3. Table of Contents: The Table of Contents section must indicate the material included in the proposal by section and page number.

4. Description of Firm:

- a. Main office address and telephone number (including area code).
- b. Number of employees employed by the Offeror.
- c. Annualized dollars of payroll; and
- d. Number of years in business.

5. Qualifications and Experience

- a. A list of present clients including a contact person and telephone number for each account.
- b. Date of original contract and expiration date for each account.
- c. Number of renewals, if applicable.
- d. Type and size of correctional facility for each account.
- e. Yearly dollar amount of contract for each account
- f. List of all contracts terminated and/or not renewed in the last five (5) years. Provide a contact name and telephone number for each such contract. Please provide a narrative describing reasons for termination and/or non-renewal. The Contractor must specifically identify any contracts from which they have asked to be relieved or any contracts that have cancelled prematurely.
- g. Provide an overview of the Offerors experience with the Accreditation Agencies as such term is defined in the Specifications portion of this RFP, including:

- i. The facility (name, address, and such facilities' Administrator's contact name, telephone number, and email address).
- ii. The name of the Accrediting Agency
- iii. The date of accreditation and dates of re-accreditation.

6. References:

Provide at least five (5) business references from clients including who the contract was with, a contact name, addresses, and telephone numbers for whom Services were provided. Jefferson County also requests that the Offeror provide business references from medical suppliers, pharmacies, and laboratories that attest to the Contractor's ability to provide Services and pay invoices in a timely manner.

7. Leadership and Staffing:

- a. Discuss the leadership of your organization and highlight accomplishments of the individuals that shall provide direct oversight with this project.
  - i. Indicate where the regional manager is based geographically and what other contractual responsibilities this person is accountable for.
  - ii. Indicate the anticipated frequency of onsite visits to JCCF by the regional manager.
- b. Identify the lead medical doctor of your organizational leadership team.
- c. Resumes of biography of professional staff members who may be involved in Jefferson County engagement should be included in this section.
- d. Companies should include the resume of the regional manager who shall be working with Jefferson County.

8. Technical Response: This section must include an organized narrative response to the specifications portion of this RFP.

9. Staffing Matrix: Offerors must provide their proposed Staffing Matrix, which must include the proposed staff by titles and number of professionals for each shift.

10. Cost Proposal: The Cost Proposal portion of the Offeror's proposal must set forth the costs in the manner set forth in the Pricing and Payment portion of this RFP for Offeror providing the services as requested in the Specifications portion of this RFP.

**ANTICIPATED RFP TIMELINE**

All dates except for the "proposals due" date is approximate and subject to change, unless otherwise noted. Any change in the proposals due date will be made by an RFP Addendum issued by Jefferson County.

Publication of RFP	04/28/2023
Pre-Proposal Site Visit	05/09/2023 at 10:30AM, EST.
A.M. Questions Due	05/11/2023
Addendum(s) Issued	05/12/2023
Proposals Due	On or before 05/18/2023 at 3:30PM, EST.

The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, the Proposer is agreeing to provide services consistent with these specifications. Anything not specifically noted but deemed necessary for the operation of the proposal solution should be included in all proposals. If a Proposer identifies an additional element which in its judgement would be

essential to accomplish the intended objectives of this RFP, the Proposer should explain in detail why the County should consider including this element within the Request for Proposals. Conversely, if a Proposer identifies a task in the RFP which could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

Formal requests for clarification or questions regarding this Request for Proposal should be submitted via email to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601, at [Purchasing@co.jefferson.ny.us](mailto:Purchasing@co.jefferson.ny.us). Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform proposals. Only such amendments when issued by the County Purchasing Department will be considered as being binding on the County. Verbal explanations or instructions given by a County employee, consultant, etc, to a Proposer regarding this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Department. The County will issue no response to any request for clarification received later than seven (7) days prior to the proposal due date.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP. REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT. RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Jefferson to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

#### C. EVALUATION – AWARD

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. After determining that a proposal satisfies the requirements stated in the RFP, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria will be made using subjective judgement. The award of a contract shall be based on the lowest and best proposal received in accordance with the evaluation criteria described below, and whose offer is judged to be the most advantageous to the County. If needed, additional information, and/or interviews may be requested.

#### **BASIS OF AWARD**

1. The awarding of a Contract, if any, may be made to the highest scoring Offeror resulting from the evaluation procedure described below. The evaluation process is designed to award a Contract to the Offeror with the best combination of attributes based upon evaluation criteria noted below. A score will be calculated for each criterion for each proposal. The total scores for all criteria in each proposal will be known as the Offeror's final score.

Item #	Criteria	Point Range
2.1	<p>Qualifications, Experience and Compliance with Formation and Licensure Requirements.</p> <p>Offeror's proposal and interview, if conducted, demonstrates:</p> <ul style="list-style-type: none"> <li>• That if the Offeror is a corporate entity, it is properly and legally incorporated, organized, and/or registered to provide the Services in the State of New York.</li> <li>• prior experience (not less than five (5) years as required in Section I(F) of the Specifications portion of this RFP) in providing the Services sought as such Services are defined in the Specifications portion of this RFP.</li> <li>• The Offeror's demonstrated ability and experience achieving and maintaining accreditation from the Accreditation Agencies.</li> <li>• competence and capability to undertake the Services and provide satisfactory service.</li> </ul>	5 - 15
2.2	<p>References</p> <p>Offeror's references delivered in accordance with Section (I)(G) and the Section 6 of the Submission of Proposals portion of this RFP indicate a positive experience and the delivery of responsive, timely, and satisfactory service.</p>	1 - 5
2.3	<p>Technical Proposal</p> <p>Offeror's proposal is clear and straightforward and meets (or exceeds) the requirements detailed in the Specifications portion of this RFP, including the demonstration of a thorough understanding of the Services to be performed, adequate quality assurance, a complete and realistic transition plan, and describes any innovations in maximizing on-site services and reducing catastrophic costs.</p>	6 - 30
2.4	<p>Staffing and Implementation Plan</p> <p>Offeror's proposal and interview, if conducted, demonstrates adequate and responsive staffing (including the identification of the assigned Medical Director, the proposed pharmacy, and the assigned psychiatrist(s) for Services) and the capability of providing responsive service.</p>	<p><b>Maximum Points</b></p> <p><b>25</b></p>
2.5	Cost Proposal	5 - 25
<b>TOTAL MAXIMUM POINTS AVAILABLE</b>		<b>100</b>

3. Each proposal will be scored against each criterion above using the rating scale below, in accordance with the weight given to the applicable range for that criterion in the following table:

	Points awarded if proposal does not meet criterion requirements/ expectations	Points awarded if proposal partially meets criterions requirements/ expectations	Points awarded if proposal meets criterion requirements/ expectations	Points awarded if proposal partially exceeds criterion requirement/ expectations	Points awarded if proposal exceeds criterion requirements/ expectations
2.1					
2.2					
2.3					
2.4					
2.5*					

\*A maximum of 25 points may be awarded. Proposed cost will be scored using the following formula:

$$\text{Maximum points} \times (\text{lowest proposed cost} + \text{proposed cost being evaluated}) = \text{Cost score}$$

For the purposes of award only, each Offeror's cost proposal will be evaluated by using the Offeror's proposed monthly base fee and monthly per diem fee calculated for an average daily incarcerated individual count of 200 incarcerated individuals during a calendar month.

4. If the evaluation team determines, in their sole discretion, that interviews are in the best interest of the County, responsive proposals will be reviewed and scored as described above in a preliminary round to aid in determining whether all Offerors, or just those with top scoring proposals, will be interviewed.

If interviews are held, the same review and scoring process described above will be repeated for those Offerors interviewed, and any award(s) made will be based on that secondary scoring round.

5. The submission of a proposal implies the Offeror's acceptance of the evaluation criteria and acknowledgment that subjective judgments must be made by the evaluation committee. Award of any Contract(s) will be made to the responsible Offeror(s), whose proposal(s) is (are) determined to be in the best interest of the County.

The County of Jefferson reserves the right to accept or reject any or all proposals, (in whole or in part), received to waive any technical defect, qualification, omission, informality, or irregularity, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of the County to do so.

#### D. QUALIFICATIONS

Each Proposer must be prepared to present satisfactory proof of his capacity and ability to successfully complete the requirements of this solicitation.

Jefferson County may require any or all Offerors to present additional evidence of experience, ability, and financial standing as well as a statement as to the materials, equipment, or personnel which the Offeror will have available for the performance of the Contract. Jefferson County reserves the right to interview any or all Offerors and/or visit any or all Offeror's sites during the evaluation of proposals. If applicable, Jefferson County shall contact Offerors to arrange an interview (which Jefferson County may require to be held at the JCCF) and/or a site visit of Offeror's facilities at any time during the evaluation process. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will

have an opportunity to participate in interviews, site visits or be asked to submit a best and final offer. Jefferson County may award the Contract without interviews and/or site visits for any or all Offerors, if deemed to be within the best interests of the County.

The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer's facilities and equipment, references or previous contract performance with the County or others.

#### **RIGHT TO AUDIT CONTRACTOR'S RECORDS**

The Contractor's records relating to the services performed shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Jefferson County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract.

For the purpose of such audits, inspections, examinations and evaluations, Jefferson County shall have access to said records from the effective date of the Contract, for the duration of the work, and until two (2) years after the date of final payment by Jefferson County to the Contractor pursuant to the Contract.

Jefferson County shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Jefferson County shall give the Contractor reasonable advance notice of intended audits.

The Contractor shall require this provision to be included in all subcontracts or agreements with independent contractors, subcontractors, insurance agents, and materials suppliers and service providers. Failure to obtain such written contracts that include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to the Contractor pursuant to the Contract.

#### **E. DISQUALIFICATION**

The County reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this RFP.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.
- The Proposer cannot satisfy the County as to ability to perform.

#### **F. NO MISUNDERSTANDING**

Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with the requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

#### **G. FORM OF CONTRACT**

The County intends to issue its own contract or a formal Purchase Order(s) to initiate and authorize the services included in this RFP. The final contract will involve, at a minimum, the terms and conditions set forth in

this Request for Proposal including the general conditions, and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the Proposer's rights and remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

#### H. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply if the contract contains other provisions applicable to the postponement, suspension, or termination.

#### I. CONTRACT TERM

Jefferson County anticipates that the initial term of the Contract will be for two (2) years ("Initial Term"). Jefferson County reserves the right to extend the Initial Term of the Contract for up to three (3) additional one (1) year terms upon agreement of both parties and under the same terms and conditions of the Contract (each, a "Renewal Term" and collectively with the Initial Term, the "Term").

Upon expiration of the Initial Term or any Renewal Term of the Contract, if authorized by Jefferson County as above, the Contract may be extended unilaterally by Jefferson County for an additional period of up to two (2) months upon notice to the Contractor on the same terms and conditions as the Contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of the two (2) month period.

#### J. SITE VISIT

All Contractors must attend the site visit at the same time. Contractors should attend a site visit to become familiar with any local conditions that may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to carefully examine the specifications and to familiarize themselves thoroughly with regards to any and all conditions and requirements of the installation. During the site visit, Contractors may specify if there are any necessary modifications or additions to the site, which are required. No allowances will be made because of lack of knowledge of these conditions. Please contact the Jefferson County Purchasing Department at 315-785-3077 or email at [Purchasing@co.jefferson.ny.us](mailto:Purchasing@co.jefferson.ny.us) to confirm your attendance at the site visit. The site visit will be held on Tuesday, May 9, 2023, at 10:30AM, EST.

- K. The Proposer certifies that the price proposal has been identified independently, without collusion, consultation, communication or agreement for the purposes of restricting competition or any matter relating to such prices with any other Proposer or Competitor.
- L. No employee of Jefferson County has any direct or indirect interest in the award of a contract for the services set forth in this Request for Proposal. The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the County. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer's objectivity in performing the work for the County. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the Proposer will make a full disclosure in writing to the



County. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with the County to avoid, litigate, or minimize the actual or potential conflict. The County may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract or pursue such other remedies as may be permitted by the law or the contract. The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Proposer or representative to any County official or employee. The County may also terminate any contract if it is determined that the successful Contractor engaged in any other illegal or improper scheme that may imply favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate the agreement and/or exercise any other remedy available to it under existing law.

- M. It is agreed that the successful Contractor will be responsible for any loss, personal injury, death, or other damage that may be done or suffered by reason of the Contractor's negligence, or failure to perform any of the obligations defined by this RFP, and the Contractor hereby agrees to defend, indemnify and save the County harmless for any loss, cost, damages and other expenses suffered by the County by reason of the Contractor's negligence or failure to perform any of the set obligations. The Contractor agrees to defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions. The negligence of any agent, servant or employee of the Contractor is deemed to be negligence of the Contractor within the meaning of this paragraph.
- N. Proposers may utilize subcontractors to complete the project provided that the Proposer is required to provide any information concerning such subcontractors requested by the County. In the event that a contract is awarded to a Proposer choosing to utilize a subcontractor, the successful Proposer will be responsible for ensuring that the subcontractors meet the requirements of this Request for Proposal and the contract between the County and the successful Proposer.
- O. It is understood that the successful Proposer is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Proposer's agents or employees be considered subagents for the County.
- P. The successful Proposer shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Proposer assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.
- Q. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract

shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

- R. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

The performance of work under the contract may be terminated by the County in whole or in part, effective upon receipt of notice whenever the successful Proposer defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the County specifying the default.

- S. Insurance Requirements: In order to be considered for selection to provide the services requested by this solicitation, the company submitting a proposal must agree to not limit professional, general, or other liability to an amount less than the limits of the required insurance coverage stipulated in this document.

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability.

**The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy.** It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit



employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.

- U. FOIL: Submission of a bid or proposal to Jefferson County shall be deemed consent for the proposal to be publicly identified, and the information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the bid or proposal as trade secrets or other information allowed to be kept confidential pursuant to the Public Officers' Law of the State of New York.

All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages \_\_\_\_\_ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

"When submitting a proposal for consideration, unless otherwise noted, all proposers understand that Jefferson County may reject all submissions that are marked "confidential" either substantially or in their entirety (other than narrowly defined data considered a 'trade secret'. All submissions are considered non public information until the evaluation is complete and a Contract or Purchase Order is issued. At that point all submissions become public record."

- V. Non-Appropriations Clause. The awarding of a contract for the work outlined in this Request for

Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Law, the County of Jefferson will not be liable for purchases or contracts for goods or services for which funding is not available. As a result, the Vendor/Proposer agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the Vendor/Proposer agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

- W. Sexual Harassment. 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 thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

## SCOPE

Jefferson County Seeks a qualified, experienced provider of comprehensive healthcare services to include medical, pharmaceutical, mental health, and MAT services for the Incarcerated Individuals of the Jefferson County Correctional Facility (JCCF). This RFP includes medical, medication assisted therapy (MAT) for substance use disorder, pharmaceutical and mental health services.

### - DEFINITIONS

For the purposes of the Specifications portion of the RFP, the following terms are used, and the definitions of such terms are as follows:

- A. Contract- References to the term “*contract*” includes the Health and Medical Services and Mental Health Contract as defined in the Specifications portion of this RFP.
- B. Contractor- References to the term “*contractor*” includes the Medical Health Services, Mental Health, and Pharmaceutical Contractor as defined in this RFP.
- C. Services- References to the term “*Services*” includes Services as defined this RFP.
- D. Term- The word “*Term*” is defined in the Term portion of this RFP.

### - SPECIFICATIONS

#### BACKGROUND

- JCCF – The JCCF was constructed in 1992 and is composed of one (1) correctional facility comprising of 53,192 square feet located at 753 Waterman Dr., Watertown, NY. The JCCF has podular direct supervision cells and dormitory style housing with the capacity to house up to one hundred and ninety-six (196) incarcerated individuals in up to six (6) housing units. The podular housing units are comprised of two (2) tiers/floors. The total JCCF staff, including security and support staff is seventy-four (74) including sixty-six (66) line officers, six (6) sergeants, and two (2) lieutenants.

#### INCARCERATED INDIVIDUALS

- 2022- During calendar year 2022, JCCF’s average daily population (ADP) was one hundred thirty-four (134), of which one hundred fifteen (115) were male individuals and nineteen (19) were female individuals. In 2022, the JCCF received a total of 667 incarcerated individuals.

#### JCCF MEDICAL HOUSING AREA

- The JCCF medical housing unit consists of three (3) cells adjacent to intake. Each cell is equipped with a toilet and lavatory fixture. Holding cells within the medical housing area are supervised by JCCF security staff when incarcerated individuals are present. Adjacent to the cell area is the medical suite consisting of two (2) exam rooms. The remaining area of the unit is divided into spaces for offices and clerical records storage.

## STATISTICS

- Information provided in the SPECIFICATIONS section is for historical purposes only and is in no way intended to limit, project, or predict services to be provided by the Contractor during the term of the contract.

### **A. Services**

Mental health services are currently provided to Jefferson County incarcerated individuals through the Children’s Home of Jefferson County. Medical health care services are provided by Jefferson County Healthcare Providers. Jefferson County is currently responsible for the cost of psychotropic medications, which have averaged \$6,000 per month during 2022.

## **I. QUALIFICATIONS, EXPERIENCE AND REFERENCES**

Each organization submitting a proposal in response to this RFP (each, an “Offeror” and collectively, the “Offerors”) thereby confirms affirmatively to Jefferson County that at the time of submission of its proposal (and, if awarded a contract, pursuant to this RFP throughout the Term of such contract), it possesses the qualifications, experience, and references discussed below.

### **A. Corporate Entities for Professional Practice**

To the extent that the Contractor is a business entity, that it is properly incorporated, formed, and/or organized and licensed to perform the professional services sought by this RFP as required by the New York State (“State”) Education Department and/or other Federal and/or State agencies with licensing or other regulatory jurisdiction for the Services. Offerors must submit with their proposal documentary evidence that they are compliant with this requirement.

### **B. Licenses, Certifications, and Registrations**

The contractor shall ensure that all employees and independent contractors of the Contractor that provide professional services under the contract are properly licensed, certified, and/or registered in the State to perform the professional services such employees and/or independent contractors were hired to perform and did under the contract in accordance with Title VIII of the State Education Law and Title 8 of the New York Codes, Rules and Regulations (“NYCRR”), each as may be subsequently amended, The Contractor must maintain duplicate copies of all appropriate licenses, registrations, and certifications of the Contractor’s employees and/or independent contractors as required by any federal agency and/or the State Department of Health, the State Education Department, and any other State agencies with licensing or other regulatory jurisdiction over the professional healthcare services. The Contractor shall maintain, show proof of, and give immediate notice of revocations and/or suspensions to the JCCF Administrator or his designee (“JCCF Administrator”).

C. **DEA Registration to Prescribe Pharmaceuticals**

Those professionals who prescribe pharmaceuticals shall possess and maintain in good standing during the term of the contract a United States Department of Justice, Diversion Control Division registration number to prescribe medications.

D. **NPES NPI Number**

As applicable, those professionals who provide healthcare services must possess and maintain in good standing during the term of the contract a National Provider Identifier (NPI) number from the National Plan and Provider Enumeration System (NPES).

E. **Qualifications**

Offerors must be well qualified to provide professional healthcare services in correctional facilities and all Offerors must demonstrate such qualifications and provide an overview of their organization, including years and nature of experience in incarcerated individual correctional care in the proposal.

F. **Experience**

Offerors must have at least five (5) years of experience providing professional healthcare services described in this RFP in correctional facilities. Experience with correctional facilities, particularly County facilities, and County facilities of similar size is preferred, but not required.

G. **References**

Offerors must provide five (5) references from customers for whom the professional healthcare services described in this RFP are currently being, or have been provided. References similar in size and scope to the Jefferson County facilities are preferred, but not required.

## **II. STANDARDS**

Each Offeror submitting a proposal in response to this RFP thereby confirms affirmatively to Jefferson County that, at the time of submission of its proposal (and, if awarded a contract, pursuant to this RFP throughout the term of such contract), that the professional healthcare services provided will meet community standards of healthcare together with the standards of care consistent with the American Correctional Association (“ACA”), the National Commission on Correctional Healthcare (“NCCHC”), the State Sheriff’s Association, the National Detention Standards (collectively, the “Accreditation Agencies”) and the standards advocated, and guidance memoranda issued, by the New York State Commission of Corrections (“COC”) relating to the provision of professional healthcare services in correctional facilities (collectively, the “Standards”).

## **III. APPLICABLE LAWS**

Each offeror submitting a proposal in response to this RFP thereby confirms affirmatively to Jefferson County that, at the time of submission of its proposal (and, if awarded a contract, pursuant to this RFP throughout the Term of such contract), that it, and each of its employees and/or independent contractors will



perform the professional healthcare services sought in this RFP in accordance with the following, which are collectively referred to as the “Applicable Laws”:

**A. Federal, State, and Local Laws, Rules, and Regulations**

All applicable Federal, State, and local laws, rules, and regulations, whether or not specifically referenced in this RFP and all as may be subsequently amended, including, but not limited to:

1. HIPAA: The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), as amended by the security provisions of the American Recovery and Reinvestment Act of 2009 (also known as the Health Information Technology for Economic and Clinical Health Act, or the “HITECH Act” and their concomitant regulations codified at 45 CFR Parts 160, 162, and 164 (collectively, “HIPAA”). In conjunction with HIPAA, the Contractor and Jefferson County will enter into a Business Associate Agreement that allows for access of all information and recommendations as prescribed by law.
2. Confidentiality: State Public Health Law, Chapter 45, Article 27-F entitled “HIV and Aids Related Information” and Part 63 of Title 10 of NYCRR, including, but not limited to, Section 2782 of the State Public Health Law pertaining to Confidentiality and disclosure of HIV related information, and notice of the penalties and fines for redisclosures of such information as set forth in Section 2783 of the State Public Health Law.
3. CMS: All applicable rules, regulations, policies, and guidance issued by the United States Centers for Medicare and Medicaid Services (CMS).
4. Prison Rape Elimination Act: The Contractor shall comply with the Prison Rape Elimination Act codified at 34 United States Code Chapter 303 and the concomitant regulations in Title 28 Code of Federal Regulations Part 115 (“PREA”). The Contractor shall make such information available to Jefferson County as is necessary to demonstrate the Contractor’s compliance with PREA. Additionally, the Contractor shall participate in all PREA audits that occur during the Term of the Contract.
5. State Correction Law: Chapter 43 of the State Correction Law.
6. Minimum Standards for County Jails: Title 9 of the NYCRR entitled “*Minimum Standards and Regulations for Management of County Jails and Penitentiaries.*”
7. Criminal History Checks: State Mental Hygiene Law Sections 16.33 and 31.35 each entitled “*Review of Criminal History Information Concerning Certain Prospective Employees*” and State Executive Law Section 845-b entitled “*Requests for Criminal History Information.*”

**B. JCCF Written Policies and Procedures**

All applicable JCCF policies and procedures.

**C. Applicable COC Guidance**

All applicable COC memoranda, policies, procedures, and directives.

**IV. SERVICES**

- A.** The successful Offeror (“Health Services Contractor”) awarded a contract (“Health Services Contract”) is to establish, implement, and maintain a program for the provision of Comprehensive medical, and pharmaceutical services for the incarcerated individuals in custody at the JCCF in full compliance with the Standards and the Applicable Laws.

**B. Medical Services**

1. Intake Screening: The health Services Contractor’s registered nurses (or higher skilled professional) shall perform an intake screening on each newly incarcerated individual and/or transferred incarcerated individual immediately upon his or her arrival at the JCCF. The intake screening must include, but not limited to:

i. *Mantoux Skin Test*: A Mantoux Purified Protein Derivative (“PPD”) skin test for tuberculosis must be performed on all incarcerated individuals as part of the intake process. Acute conditions will be referred immediately to the Health Services Contractor’s physician and treated as directed. The findings of this preliminary screening and evaluation must be recorded on a form approved by Jefferson County and entered into the incarcerated individual’s medical records. Appropriate dispositions based upon the findings of the intake screening must occur and be documented. The Contractor shall maintain a log evidencing the results of all Mantoux PPD skin tests conducted.

ii. *Chronic Illness Assessment*: The incarcerated individuals must be assessed for chronic illnesses. Those incarcerated individuals who present with a credible history of chronic illness and who are determined to be medically stable may be examined by the Health Services Contractor’s physician or mid-level practitioner no later than fourteen (14) calendar days after the intake screening at such time the health appraisal is conducted unless the Health Services Contractor’s physician determines that the incarcerated individual should be seen sooner. Those incarcerated individuals who present with a credible history of chronic illness, but who are determined to be medically unstable, will be referred immediately to the Health Services Contractor’s physician, by telephone, if necessary. Those incarcerated individuals must be seen by the Health Services Contractor’s physician within forty-eight (48) hours unless in the Health Services Contractor’s physician’s professional opinion the incarcerated individual must be seen sooner.

iii. *Suicide Screening*: A suicide screening using the COC Form ADM 330 known as the *Suicide Prevention Screening Guideline* must be conducted. Incarcerated individuals who receive a suicide screening score of 6 or more must be referred to the Contractor for further evaluation.

iv. *Pregnancy Testing*: Upon admission, all female incarcerated individuals must be tested for pregnancy. If a female incarcerated individual is initially unable to submit a urine sample for pregnancy testing, the Health Services Contractor's registered nurse shall follow up and make a second attempt to obtain a sample while the incarcerated individual is held in JCCF booking, unless the incarcerated individual refuses the test. If a female incarcerated individual tests positive for pregnancy, the Health Services Contractor's registered nurse shall immediately notify the JCCF Administrator of such positive pregnancy test results to enable Jefferson County and the JCCF to comply with Section 611 of the State Correction Law.

v. *Detoxification*: The Contractor shall be responsible for the detoxification of incarcerated individuals withdrawing from drugs and/or alcohol. The Health Services Contractor's registered nurse shall be expected to record vital signs, state of consciousness, speech pattern, nausea, vomiting, anxiety, weakness, restlessness, sweating, shakiness, and muscle twitching on a flow chart. The Health Services Contractor's registered nurse shall immediately notify the Health Services Contractor's physician and the Contractor of all detoxing incarcerated individuals. The Health Services Contractor's registered nurse shall obtain from the Health Services Contractor's physician detoxification orders and carry those orders out under the Contractor physician's supervision. The Contractor's staff shall follow all applicable Standards regarding detoxing incarcerated individuals, including NCCHC's and COC prohibitions against standard treatment protocols. Incarcerated individuals experiencing severe detoxification or withdrawal, including- overdoses, must be transferred to a licensed acute care facility for management and clearance.

vi. *Hepatitis Testing and Treatment*: Hepatitis testing must be conducted by the Contractor when medically indicated in the professional judgment of the Health Services Contractor's physician. Anti-viral therapy treatment will normally not be initiated for incarcerated individuals with Hepatitis C unless the JCCF Administrator verifies that an incarcerated individual is currently being administered a Hepatitis C treatment protocol, in which case the treatment will be continued where medically indicated in the professional judgment of the Health Services Contractor's physician.

vii. *Incarcerated Individual Healthcare Orientation*: The Contractor's registered nurse shall provide an explanation of procedures for accessing healthcare services in the JCCF. Such procedures must be provided by the Contractor to incarcerated individuals both orally and in written form at the time of the intake screening.

2. Health Appraisal: Unless there is written documentation in the medical records maintained at the JCCF that evidence that a health appraisal was conducted in the JCCF within the last six (6) months preceding an incarcerated individuals most recent incarceration in the JCCF, the Health Services Contractor's physician or registered nurse shall complete a health appraisal as soon as possible but no later than fourteen (14) calendar days after the incarcerated individual's arrival to the JCCF.

The Health Services Contractor's health appraisal must include:

- a. Obtain a complete medical history and conduct a complete physical examination.
- b. Record vital signs, height, and weight.
- c. Conduct mental health assessment.
- d. Conduct a dental screening.
- e. Review the results of Mantoux PPD skin test.
- f. Conduct a vision and hearing screening.
- g. Conduct laboratory testing, including Venereal Disease Research Laboratory (VDRL) testing and other diagnostic tests as clinically indicated.
- h. If the health appraisal was conducted by the Contractor's registered nurse, then the results must be reviewed by the Health Services Contractor's physician; and Initiate treatment, when appropriate.

3. Periodic Health Appraisals: The Health Services Contractor's physician or registered nurse shall conduct annual health appraisals of all incarcerated individuals that have been incarcerated at the JCCF for more than one (1) year. In addition to performing the appraisals, the Contractor shall perform a Mantoux PPD test and then review the results.

- i. Sick Call: Sick call will be conducted daily by the Health Services Contractor. Each incarcerated individual wishing to seek medical care will complete the request via electronic submission or via appropriate JCCF form requesting the same (each, a "medical slip") and submit the medical slip to the designated medical box. The Health Services Contractor's day shift nurse will pick up the medical slips, when necessary, from the designated medical drop box in each housing unit on a daily basis seven (7) calendar days per week.
- ii. Nurse Sick Call: Sick call will be conducted daily by the Contractor's registered nurse. The Contractor's registered nurse will see the incarcerated individual the same day but no later than fifteen (15) hours of the time of submission of the incarcerated individual's Nurse Sick Call request. The Contractor's registered nurse will see the incarcerated individual according to clinical priority.
- iii. Doctor Sick Call: Incarcerated individuals seen on the Nurse Sick call and in need of follow-up will be referred to and scheduled to be seen by the Contractor's physician or mid-level practitioner within forty-eight (48) hours from the incarcerated individuals Nurse Sick Call visit. The Contractor's physician will see the incarcerated individual according to clinical priority.

- iv. Urgent Sick Call: Urgent sick call will be available twenty-four (24) hours per day. IF an incarcerated individual is in medical distress, the Contractor shall ensure that the incarcerated individual is seen immediately by staff and referred to treatment as clinically indicated.

#### 4. Emergency Care and Treatment

- i. Incarcerated Individuals: The Contractor shall provide emergency medical care and treatment onsite at the JCCF twenty-four (24) hours per day, seven (7) days per week. The Contractor must make all arrangements with appropriate community resources for emergency care services, including transportation via ambulance when medically initiated if treatment cannot be adequately provided onsite at JCCF. Treatment must consist of Stabilization and referral to a hospital or offsite physician. The Health Services Contractor's Medical Director and the Contractor's Health Services Administrator or their designee shall be on-call twenty-four (24) hours per day.
- ii. Others: The Contractor shall provide emergency medical care and treatment to the Contractors employees and/or independent contractors, Jefferson County Employees and/or independent contractors, and all visitors or invitees to the JCCF who become ill or are injured onsite at JCCF.

5. Hospital Care: The Contractor shall obtain routine outpatient/inpatient services from hospitals to meet the healthcare requirements of the incarcerated individual. When outside hospitalization is required, the Contractor shall coordinate with the JCCF Administrator to arrange transportation and JCCF security coverage. The Contractor is responsible for utilization review to include pre-approvals, case management, and discharge planning. Samaritan Medical Center located in Watertown, NY currently provides emergency room and hospital services and all specialty services. Behavioral Health Unit provides emergency psychiatric care. If an incarcerated individual is insured for healthcare services under a personal policy, the Health Services Contractor shall make positive attempts to have that insurance carrier/company cover the cost of such healthcare services rendered by, and/or on behalf of, the Contractor. Any and all benefit payments must be credited to the account of Jefferson County. The Contractor shall provide detailed billing summaries of all inpatient and outpatient services provided to incarcerated individuals outside of the JCCF on a monthly basis. The Contractor will enroll for health insurance coverage under the Patient Protection and Affordable Health Care Act Public Law 111- 48 all newly incarcerated individuals who have not yet been sentenced.

6. Specialty Care and Referrals: The Contractor shall make referrals to specialists for the treatment of those incarcerated individuals whose healthcare issues extend beyond the primary care services provided by the Contractor onsite at the JCCF. Notwithstanding the foregoing, whenever feasible, the Contractor shall operate onsite specialty clinics and/or telemedicine services at the JCCF. The Contractor shall identify in its staffing matrix all specialty clinics to be conducted onsite as justified by the clinical workload and availability of specialists. All referrals to specialists outside the JCCF shall be coordinated by the Contractor with the JCCF Administrator for security arrangements. Any and all supplies used and/or

ordered by an outside specialist including, but not limited to prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc. shall be procured by the Contractor. If applicable, the incarcerated individual's insurance will be billed. The Contractor will consult with the JCCF Administrator to ensure devices are appropriate for a correctional setting. The Contractor shall establish policies and procedures for the provision of prosthetics regarding frequency and eligibility. All specialists shall be Board Certified or eligible in their respective specialty. Any utilization review process developed by the Contractor for approval of offsite consultations or inpatient care must be completed within five (5) business days of the ordering physician's request.

7. Prenatal Care: The Contractor shall provide prenatal care to pregnant incarcerated individuals. At a minimum, prenatal care must include the following services:

- a. Routine urine testing for proteins and ketones
- b. Vital signs and weight
- c. Assessment of fundal height and heart tone
- d. Dietary supplement; and
- e. Observation for signs of toxemia

8. Abortion Services: Abortion services will be provided by the Contractor when requested by incarcerated individuals.

9. Chronic Care Patients: The Contractor shall develop and implement a program that is consistent with the Standards for those incarcerated individuals presenting with chronic illness. The chronic care provided by the Contractor must include the development of an individual treatment plan by the Contractor's physician specifying instructions on diagnostic testing, medication, diet, and treatment.

Incarcerated individuals receiving chronic care must be appraised by the Contractor's physician no less than every three (3) months unless in the professional opinion of the Contractor's physician such incarcerated individual is medically stable, and the appraisal may occur every six (6) months. Chronic care conditions include, but are not limited to, diabetes, asthma, epilepsy, hypertension, cardiac disease, and infectious disease conditions. The Contractor will maintain an up-to-date chronic care registry.

10. Dietary Restrictions: As of the date of publication of this RFP, the JCCF employs its own food service employees. The Contractor shall collaborate with the JCCF Food Service employees to implement any dietary restrictions and/or requirements prescribed by the Health Services Contractors physician. Such collaboration must occur to ensure that the dietary restrictions and/or requirements are implemented within seven (7) calendar days of the date on which the Contractor's physician determines that such dietary restrictions and/or requirements are medically necessary.

11. HIV Testing: If requested by an incarcerated individual, the Contractor must perform HIV testing. All such testing must be conducted in accordance with the Standards and the Applicable Laws.

12. Ancillary Services: The Contractor shall utilize onsite staff to provide ancillary services to their fullest extent and shall be responsible for the provision of all onsite and procurement of offsite ancillary services such as laboratory, x-ray, and other diagnostic services as required and indicated. If applicable, the incarcerated individual's insurance will be billed.

13. Laboratory, Phlebotomy, and X-Rays: The Contractor shall perform regular laboratory, phlebotomy, x-ray and electrocardiogram (EKG) services. The Contractor must perform all routine x-rays onsite at the JCCF by utilizing mobile x-ray services (if possible). The Contractor shall obtain and/or maintain all applicable Clinical Laboratory Improvement Amendments (CLIA) certifications and/or waivers and all State registrations and/or waivers required for laboratory services and x-ray equipment for services performed.

- i. X-Rays: All x-rays must be read by a board-certified radiologist or a radiologist eligible for such certification and taken by a registered technician. The Contractor shall ensure that results are reported to the Contractor and JCCF Administrator within twenty-four (24) hours of the imaging.
- ii. The Contractor's physician shall review all laboratory results within twenty-four (24) to forty-eight (48) hours after receipt of such results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and the laboratory results. The Contractor's staff must notify the Contractor's physician on-call immediately of all statim/STAT reports.

14. Therapeutic Diet Program: The Contractor shall monitor and make recommendations for incarcerated individuals about therapeutic diets. The Contractor shall provide the services of a State certified licensed dietitian that shall evaluate the JCCF Food Service Vendor's regular and therapeutic diets for nutritional adequacy no less than every six (6) months during the Term of the Contract. The Contractor shall work closely with the JCCF Food Service employees to assure that allergies are medically indicated. The Contractor's physician or mid-level practitioner shall order special diets. The Contractor shall collaborate with the JCCF Food Service Vendor's manager to implement any therapeutic diet programs established by the Contractor. The Contractor shall ensure that such collaboration is performed to facilitate implementation of the therapeutic dietary programs within seven (7) calendar days of the date when the Contractor orders such diets as medically necessary.

15. Tuberculosis Testing of Jefferson County Employees in the JCCF: The Contractor will administer annual Mantoux PPD skin testing to all Jefferson County employees working within the JCCF in accordance with the Applicable Laws and Standard.

16. Crisis Intervention: The Contractor will work with the JCCF Administrator to establish a policy and procedures for managing mental health emergencies. Designated housing will be used as a protective environment for incarcerated individuals exhibiting behavior serious enough to require notification of the JCCF Administrator or staff.

17. Suicidal Incarcerated Individuals: The Contractor will place incarcerated individuals demonstrating self-injurious behaviors and those identified with suicide potential under constant observation until the Mental Health Contractor performs a comprehensive mental health evaluation, and the incarcerated individual is ultimately cleared by the Contractor's psychiatrist, or an appropriate disposition is determined by the Contractor's psychiatrist. The Contractor agrees to implement a Suicide Risk Reduction Program that includes, but is not limited to:

- a. Assessing for suicide risk during intake screening.
- b. Training on suicide risk to the Health Services Contractor's staff and JCCF staff.
- c. Placing the incarcerated individual identified as posing a suicide risk in an observation cell for monitoring.
- d. Developing treatment plans and patient follow-up addressing suicidal ideation.
- e. Monitoring programs for observation of identified at-risk incarcerated individuals; and
- f. Notify the JCCF Shift Supervisor immediately of any known suicidal ideations and/or attempts.

18. Segregation: Upon notification that an incarcerated individual is being placed in segregation, the Contractor's physician or mid-level practitioner shall conduct a chart review to ensure there is not contraindication to the placement, which chart review must be documented.

The Contractor's physician shall examine any incarcerated individuals isolated for psychiatric purposes within forty- eight (48) hours of isolation. The Contractor's medical staff and the Contractor's staff will be notified when an incarcerated individual is placed in observation and will be available twenty-four (24) hours a day, seven (7) days a week to participate in the ongoing monitoring of the incarcerated individual's progress. The Contractor must conduct segregation rounds at least daily, with checks recorded on a module card or segregation log and within the incarcerated individual's medical record. The Contractor's psychiatrist or qualified clinician will visit incarcerated individuals on direct or psychiatric observation daily.

19. Transfer of Medical Information: The Contractor shall develop and implement a procedure for the transfer of pertinent medical information to emergency care facilities outside referral specialty consultants, and federal, State, or local facilities, correctional or otherwise to which incarcerated individuals are transferred. Detail summaries of medical, dental, and mental healthcare (including pharmaceutical needs for each) must be sent to receiving facilities and prisons when incarcerated individuals are transferred to other institutions.

20. Discharge Medications and Instructions: When an incarcerated individual is transferred and/or released from the JCCF, the Contractor shall deliver to the incarcerated individual at MINIMUM seven (7) calendar day supply of his or her prescription medications and discharge instructions providing such information medically necessary for the incarcerated individual to manage his or her own care.



21. Medical Records: JCCF utilizes Black Creek's Sallyport Jail Management Software System for incarcerated individual records. The facility utilizes MEDENT as our electronic medical records (EMR) management and the Contractor shall utilize MEDENT for the JCCF's incarcerated individuals' medical records. Offerors must indicate their experience with the MEDENT EMR and their plan for implementing the same. The Contractor shall maintain the incarcerated individual's medical records in compliance with the Standards and the Applicable Laws.

22. Infectious Waste Disposal: The Contractor shall make provision for collection, storage, and removal of medical waste and sharps containers in accordance with the Applicable Laws and the Standards.

### **C. Supplies and Equipment**

1. Jefferson County Owned Equipment: The JCCF Medical Unit is equipped with Jefferson County-owned equipment. The Jefferson County Furnished Equipment is available to the Contractor for use in providing Contracted Services. Jefferson County will maintain County-owned equipment. The Contractor is responsible for maintenance of equipment provided by the Contractor.

2. Medical Equipment: Except as to the Jefferson County Furnished Equipment, the Contractor shall supply all medical equipment that is needed to perform the Contracted Services and fulfill the Contractor's obligations under the Contract. All such equipment affixed to the JCCF that cannot be removed without damage or repair to the JCCF at the time of Contract termination and/or expiration are deemed to convert to and do automatically convert to Jefferson County property.

3. Medical Supplies: The Contractor shall procure, stock, and maintain an inventory of all medical and pharmaceutical supplies that are needed to perform the Contracted Services onsite at the JCCF and fulfill the Contractor's obligations under the Contract. At the time of termination and/or expiration of the Contract all such supplies on hand in the JCCF are deemed to and do automatically convert to Jefferson County inventory.

4. Business Equipment, Services and Supplies: The County shall provide basic business equipment: telephone and fax lines, computer and internet. Service costs will be paid by the Contractor. Prior to setting up any telephone, fax, or internet services, the Contractor shall consult with the Jefferson County Information Technology department.

### **D. Pharmacy Services**

1. Medication: Those professionals who prescribe pharmaceuticals shall possess and maintain in good standing during the Term of the Contract a United States Department of Justice, Diversion Control Division registration number to prescribe medications.

The Company shall provide pharmaceutical services for prescription and non-

prescription (generic and name brand) medications and all intravenous solutions orders by the Company's Physicians, Psychiatrists, mid-level practitioners and dentists.

The Company shall make provisions for on-site delivery seven (7) days per week for on-site STAT dose capability for priority emergencies, pharmaceutical needs, and an emergency drug kit.

The Company shall provide, furnish, and supply pharmaceuticals including psychotropic medications to the Correctional Facility using a "unit dose method of packaging." Prescriptions are provided in "unit dose packaging." There is a "keep on person" policy within the Correctional Facility for inhalers. Company RN's and/or LPN's will be responsible for delivering and administering all medical and mental health prescribed medications.

The Company shall maintain a starter dose of medications, which if not readily available could compromise the incarcerated individuals' health status. The Company must stay compliant with the medications that can be stocked for starter dose supplies in a New York State County Correctional Facility.

The Company shall provide oversight of the pharmacy operation with a minimum of quarterly pharmacy audits, consisting of Company visits and written reviews by a registered independent pharmacist with whom the Company contracts.

The Company shall develop a formulary and conduct quarterly pharmacy and therapeutic committee meetings. The Company will accommodate Jefferson County Sheriff's Office Correctional Facility Administrative Staff participation and provide monthly reports.

The Company shall include a medication administration record in their proposal. Incarcerated individuals that are discharged shall be provided with a seven (7) day supply and/or written prescription for continuation of medications.

In every instance in which a generic version of a prescribed medication is available, the Company shall order that the prescription be filled generically. Over-the counter (OTC) medications shall be employed wherever the clinical outcome of treatment is reasonably anticipated to be equivalent to treatment with a prescription medication.

**2. Psychotropic Medication Administration:** The Company will be required to provide for the procurement, prescription, administration, and management of psychotropic medications. The Company's proposal should describe the proposed methods and procedures for the overall administration and management of psychotropic medications. The proposal shall include a proposed formulary for psychotropic medications and proposed clinical protocols for their use. The Company must describe a program of psychotropic medication utilization review and management.

The Company must provide a description of proposed procedures to ensure that such incarcerated individuals receive psychotropic medications in a timely manner, without unnecessary delay. The Company shall be required to provide

medication education and information to incarcerated individuals receiving psychotropic medications. The Company should provide a description of the proposed medication education program for incarcerated individuals with mental health disorders.

**E. Support Services:** The Contractor shall also provide professional management services to support the medical program as follows:

1. Committees

i. Continuous Quality Improvement Committee: The Contractor shall institute and implement a continuous quality improvement committee ("CQI Committee") that shall monitor the Services provided, including thresholds for evaluation, collection of data, corrective action plan(s), and communication of results. The JCCF Administrator or his designee and the Contractor's psychiatrist will also be members of the CQI Committee.

ii. Medical Audit Committee: The Health Services Contractor's physician shall perform regular chart reviews of outpatient and inpatient medical records. Chart reviews, deliberations, and actions taken as a result of reviews should be documented.

iii. Pharmacy and Therapeutics Committee: The Contractor shall implement a pharmacy and therapeutic committee which shall be responsible for additions and/or deletions to the formulary and monitoring usage of pharmaceuticals, including psychotropic drugs and identifying prescribing patterns of practitioners. The Contractor shall ensure that quarterly written consultation reviews of the pharmacy by an independent consulting pharmacist are completed and documented.

**V. POLICIES, PROCEDURES, AND PLANS**

1. Administrative and Operational Policy and Procedures: The Contractor shall develop and implement administrative and operational policies and procedures that meet the Applicable Laws and the Standards. The Contractor shall annually review such policies and procedures, update them as needed, and deliver a copy to the JCCF Administrator. The Administrator reserves the right to review, comment on, and recommend changes to such policies and procedures for safety, operations, and/or security purposes.

2. Incarcerated Individual Grievances/ Complaints Policy and Procedures: The Contractor shall develop and implement policies and procedures to be followed in dealing with incarcerated individual complaints regarding any aspect of the healthcare delivery system. The Contractor shall maintain monthly statistics of all grievances filed (those with and without merit).

All grievance procedures must be in accordance with the Standards and the Applicable Laws. All grievances must be answered in writing within five (5) business days of receipt and directed to the correctional shift supervisor on duty. The Jefferson County Correctional Facility will determine said grievance in accordance with NYS COC Minimum Standards.

JCCF Administration reserves the right to review any incarcerated individual

complaint and review the Health Services Contractor's actions. The Contractor must implement Jefferson County's recommendations in disputed cases.

3. Infection Control Policy: The Contractor must develop and implement infection control policy and procedures that include concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with the Standards, the Applicable Laws, the applicable United States Centers for Disease Control and Prevention (CDC) guidelines, and the United States Department of Labor Occupational Safety and Health Administration (OSHA) regulations.

4. Disaster Plan: The Contractor shall develop procedures for a disaster plan in the event of a man-made or natural disaster. The Health Services Contractor's disaster plan must be coordinated with the security plan and incorporated into the JCCF's overall emergency plan and made known to all personnel. The Health Services Contractor's staff shall be trained on the health aspects of the disaster plan during initial orientation and annually thereafter.

5. Cost Containment Plan: The Contractor shall specify a detailed plan for the implementation and operation of a cost containment plan.

6. Utilization Review Policy and Procedures: The Contractor shall establish a utilization review program for the review and analysis of the utilization of offsite referrals including subspecialty and inpatient stays. The program must include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., MRI and CAT scans. The utilization review program must demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

7. Risk Management Plan and Mortality Review Procedures:

i. *Risk Management*: The Contractor shall develop and implement a risk management plan for dealing with critical incidents.

ii. *Mortality Review Procedures*: The Contractor shall establish and implement a formal mortality review process. The Administrator and the Jefferson County Attorney must be included in any mortality review. Within ten (10) calendar days after pronouncement of an incarcerated individual's death, the Health Services Contractor's Medical Director shall forward a follow-up report in writing to the COC, which must include a narrative medical history covering the period of ninety (90) calendar days prior to the death, the deceased individual's primary medical or psychiatric diagnosis and therapy provided, and narrative description of the terminal event.

If additional facts or critical information is discovered about an incident following the initial submission to the COC, the Contractor shall deliver written follow-up reports to the COC within fourteen (14) calendar days following receipt of such new information.

8. Monthly Safety and Sanitation Inspections: The Contractor shall coordinate monthly safety and sanitation inspections of the JCCF medical and mental health services work areas with designated JCCF personnel. The Contractor shall make appropriate recommendations for corrections on discrepancies or citations noted.

9. Reports and Statistical Data:

i. *Reports of Incarcerated Individual Litigation*: The Contractor shall notify the Jefferson County Attorney in writing of any litigation involving an JCCF incarcerated individual and deliver to the Jefferson County Attorney a copy of the filings. The Contractor shall not settle any incarcerated individual litigation without first contacting and obtaining approval of the Jefferson County Attorney.

ii. *Administrative Meetings and Reports*: The Contractor shall coordinate with the JCCF Administrator to discuss all Services. The Contractor shall take minutes or prepare summaries, distribute them to attendees, and retain copies for future reference. The Contractor shall conduct and maintain minutes of medical staff meetings conducted on a monthly basis. A copy of these minutes will be forwarded to the JCCF Administrator. The Contractor shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The Contractor shall develop and implement plans to address/correct identified deficiencies.

iii. *Statistical Data and Related Reports*: The Contractor shall be required to keep statistical data related to all Services performed for each incarcerated individual, including utilization of service statistics and other areas that the Contractor and Jefferson County agree would be useful to evaluate and anticipate future needs. The Contractor shall prepare statistical reports on a monthly basis. The Contractor shall provide a narrative monthly report delineating the status of the healthcare program, which also identifies potential problems and discusses their resolution. A complete annual report of utilization statistics and narrative summary delineating accomplishments of the Contractor shall also be provided on an annual basis. All such reports must be submitted to the attention of the JCCF Administrator.

10. Health Education of Incarcerated Individuals: The Contractor shall develop and implement an incarcerated individual health education program that includes formal information sessions, pamphlets, and videos.

11. Medical Library: The Contractor shall establish a medical library onsite at the JCCF for use by the Health Services Contractor's staff. At a minimum, the library must include basic reference texts related to diagnosis and treatment in a primary care setting.

12. Accreditation: The Company shall develop a plan to become accredited by the NCCHC.

13. Escalation Chain of Management: Each Offeror must provide the names

and contact information of corporate and regional management personnel assigned to the Health Services Contract. A resume of the regional manager must be included with their Offeror's proposal. Any replacement personnel must be with notice and subject to approval of the JCCF Administrator.

## VI. STAFFING

### 1. Minimum Staffing Requirements:

i. *Healthcare Provider Staffing:* The JCSO's proposed health services staffing of the Correctional Facility is outlined in Appendix A.

ii. *Health Services Administrator:* The Contractor must employ a Health Services Administrator ("HSA").

a. *QUALIFICATIONS:* Jefferson County recommends and prefers an HSA that is a certified correctional health professional (CCHP).

b. *ONSITE JCCF HOURS:* The HSA must report onsite at the JCCF at least forty (40) hours per week.

iii. *Medical Director:* The Contractor must employ a medical director ("Medical Director").

a. *QUALIFICATIONS:* The Health Services Contractor's Medical Director must be a physician licensed and duly authorized to practice medicine in the State of New York.

b. *ONSITE JCCF HOURS:* The Health Services Contractor will submit a staffing plan that the Medical Director is proposed to be on site during each shift.

c. *ON-CALL RESPONSIBILITY:* Whenever the Health Services Contractor's Medical Director and/or Health Services Administrator is not onsite at the JCCF, the Company will be responsible for providing on call physician and/or Health Services Administrator for medical services 24 hours per day, seven (7) days per week, three hundred and sixty-five (365) calendar days per year including weekends and holidays.

d. *DESIGNATION OF CHIEF MEDICAL OFFICER:* In accordance with Section 501 (2) of the State Correction Law, the Contractor shall name the Medical Director as the designated Chief Medical Officer of the JCCF.

i. *Registered Nurses:* The Contractor must provide staffing of registered nurses twenty four (24) hours per day, seven (7) days a week, three hundred and sixty-five (365) calendar days per year including weekends and holidays. An additional nursing position on each shift may be filled by a licensed practical nurse.

ii. *Administrative Support Staff*: The Contractor is responsible to provide any administrative support staff that they deem appropriate.

2. Staffing and Schedules: All hours must be spent onsite at the JCCF. All fulltime contractual staff shall be onsite for at least forty (40) hours per week. A forty (40) hour, onsite week consists of a forty (40) hour work schedule and an additional one-half hour meal period for each shift, which is not included in the work schedule.

3. Hiring:

i. *Recruitment*: The Contractor shall recruit and interview candidates who are currently licensed and certified to perform all contracted services in the State of New York. The Contractor shall interview each candidate with a special focus on technical expertise, emotional stability, and motivation. The JCCF Administrator must be involved in the interviewing process and final selection of the Health Services Contractor's Medical Director and the Health Services Contractor's HSA. Offerors must describe their recruitment program in their proposal and indicate how they will guarantee adequate staffing at JCCF.

ii. *Background Investigation*: All of the Health Services Contractor's personnel (employees and independent contractors) shall be required to pass a background investigation and fingerprint check conducted by Jefferson County for initial and/or continued employment. Additionally, all of the Health Services Contractor's personnel (employees and independent contractors) performing all Services onsite at the JCCF may be required to undergo a urinalysis or blood test if in the opinion of the JCCF Administrator there is reason to believe that such personnel are under the influence of alcohol or other substances of abuse. The Contractor shall bear the then current cost of submitting fingerprints to the State Division of Criminal Justice Services ("DCJS") for each prospective employee.

iii. *Interpersonal Qualities and Communication Skills*: Correctional medicine is a highly demanding subspecialty. The correctional environment requires staff with the requisite interpersonal qualities and communication skills. The Health Services Contractors' employees and/or independent contractors require observational skills, impartiality, empathy, and communication skills.

If the JCCF Administrator has concerns that an employee and/or independent contractor of the Contractor is not a qualified fit for work in a correctional facility, the Contractor and the JCCF Administrator will meet to discuss these concerns. Jefferson County reserves the right to prohibit the initial and/or continued employment of the Health Services Contractor's staff (employees and/or independent contractors) or its subcontractors if the JCCF Administrator deems such staff and/or subcontractor unfit for work in a correctional facility.

iv. *Salaries/ Benefits*: Offerors must submit their proposed salaries and benefits scales for all job titles in their proposals.

v. *Onsite Visit to JCCF*: All candidates interviewed by the Contractor shall make an onsite visit to the JCCF prior to employment.

vi. *Turnover of Staff*: Offerors must describe in their proposals their current turnover ratio for other contracts, indicating turnover ratios by position for HSAs, Medical Directors, physicians, nurses, (for both registered nurses and practical nurses).

vii. *Staffing Reports*: The Contractor shall notify and consult with the JCCF Administrator prior to discharging, removing, or failing to renew contracts of its professional staff (employees and/or independent contractors).

4. No Reassignments: The Health Services Contractor's staff (employees and/or independent contractors) shall not be reassigned to assist with staff shortages or issues at other facilities if such results in staff shortage at the JCCF.

5. Personnel and/or Independent Contractor's Records: The Contractor shall maintain duplicate copies of all personnel files for all employees and/or independent contractors on file at the JCCF. The files must be made available to the JCCF Administrator. These files must include copies of current licenses, proof of professional certification, DEA numbers, NPI numbers, malpractice insurance certificates, evaluations, and position responsibilities.

6. Credentialing: Offerors must describe their credentialing procedures for professional staff in their proposals.

7. Conditions and Requirements for Staff:

i. *Employee Training and Orientation*: The Contractor shall ensure that all staff are provided with orientation and appropriate training regarding medical practices onsite at the JCCF. Offerors must describe their orientation program for their staff, including an outline of the orientation and in-service program. Orientation regarding security and other JCCF operations shall be conducted by the JCCF staff.

ii. *JCCF Security and Operations Training and Orientation*: The Contractor shall ensure that all new staff attend an eight (8) hour orientation program conducted by Jefferson County consisting of security, classification, and blood borne pathogen prior to the starting to provide services within the facility. The Contractor shall compensate each staff member during this training.

iii. *Continuing Education*: The Contractor shall provide appropriate monthly in-service education programs for its staff. The Contractor shall ensure that all staff (employees and/or independent contractors) who have direct incarcerated individual contact complete forty (40) hours of continuing education each year. Administrative support staff are required to have sixteen (16) hours of continuing education each year. Selected topics, which require staff training, shall be identified on an ongoing basis by the CQI Committee. The JCCF will require our in-house annual eight (8) hour in-service training for civilian staff. Anything above or beyond that will be provided by, or at the expense of, the Contractor.



iv. *Security Clearance:* The Contractor and its employees, independent contractors, agents, and invitees shall be subject to and shall comply with all security policies and procedures of the Jefferson County Sheriff's Office and the JCCF. Violations of such policies and procedures may result in such individual being denied access to the JCCF. In this event, the Contractor shall provide alternate individuals who are qualified to perform contracted Services, which individuals shall be subject to the Jefferson County's approval for security purposes.

v. *JCCF Facility Rules and Policies:* The Health Services Contractor's staff (both employees and independent contractors) shall be required to comply with sign-in and sign-out procedures on an official time-keeping form. The Contractor shall be permitted to substitute an automated time clock system or other method, which is subject to the approval of the Jefferson County Sheriff.

vi. *Non-Compete Agreements:* The Contractor shall not enter into covenants not to compete or non-competition clauses with its employees, independent contractors, or any party specifically related to the performance of any obligation required under the Health Services Contract, which would prohibit such employee, independent contractor, or employee from competing, directly or indirectly, in any way with the Health Services Contractor. For the purpose of this Section, the term "competing directly or indirectly, in any way with the Health Services Contractor" means the entering into or attempting to enter into any similar business with that carried on by the Contractor with any individual, partnership, corporation, or association that was or is the same or related business as the Health Services Contractor.

8. Understaffing: Credit to Jefferson County:

i. *Staffing Matrix:* Offerors must specify how they intend to cover periods of absences caused by vacations, holidays, and sick leave, and shall state what relief factor (if any) was computed into their staffing ratio. Offerors should state whether positions in their proposals are to be covered by full or part time personnel. The Contractor shall make provisions in its staffing matrix to cover periods of vacation, staff training, and sick time by including appropriate relief factors and per diem staff. The Contractor shall specify in its staffing matrix what relief factors and how many *pro re nata* (PRN) when needed staff shall be included in its staffing matrix.

ii. *Monthly Staffing Report:* The Contractor shall submit a monthly staffing report to the JCCF Administrator. This report shall be completed in a format mutually agreed upon by Jefferson County and the Contractor.

**VII. MENTAL HEALTH SERVICES:** The successful Offeror "Contractor" awarded a contract is to establish, implement, and maintain a program for the provision of comprehensive mental health services for the incarcerated individuals in custody at the JCCF in full compliance with the Standards and the Applicable Laws.

1. Mental Health Services: The Contractor shall provide a full range of mental health and substance abuse services to the incarcerated individuals at the JCCF and provide mental health professionals onsite adequate to meet the needs of the JCCF, twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) calendar days per year, including weekends and holidays. Contracted Mental Health Services provided will include crisis intervention, counseling, suicide risk assessment and prevention, non-medical counseling, substance abuse awareness groups and aftercare planning services in the following three (3) service areas: mental health, developmental disabilities, and addictions. Psychiatric consultations, assessments, and prescriptions for medications as indicated, must be provided by the Contractor's Psychiatrist.

2. Delivery of Services:

i. *Asymptomatic Incarcerated Individuals Identified at Intake:*

Incarcerated individuals identified at the intake medical screening performed by the Contractor as having a mental illness but asymptomatic, shall be evaluated by the Contractor within twenty-four (24) hours from the intake medical screening.

ii. *Symptomatic Incarcerated Individuals Identified at Intake Screening:*

Symptomatic incarcerated individuals (e.g., suicidal ideations, decompensating and/or psychotic behavior) and/or those who have a history of mental health treatment shall be evaluated by the Contractor's psychiatrist or a qualified mental health clinician immediately whether in person or via telemedicine. Immediate and appropriate mental health care services shall be provided to such incarcerated individuals. Symptomatic incarcerated individuals, including incarcerated individuals on suicide watch shall only be released to general population upon the approval of the Contractor's psychiatrist.

iii. *Daily In-Person Visits of Incarcerated Individuals on Direct and/or Psychiatric Observation:*

The Contractor's psychiatrist shall visit in-person those incarcerated individuals who are on direct or psychiatric observation daily.

iv. *Individualized Treatment Plans:* Offerors must provide in their proposals their plan for treating incarcerated individuals with special mental conditions requiring close medical and/or mental health supervision, including chronic and convalescent care. Each incarcerated individual treated by the Contractor must have a written, individualized treatment plan developed by the Contractor's psychiatrist. The plan should include directions to the Contractor and other personnel regarding their roles in the care and supervision of the patient. The plan will adhere to current ACA and NCCHC standards.

v. *Onsite:* To the extent reasonably possible, the Contractor shall arrange all Contracted Mental Health Services onsite. The onsite hours will accommodate the JCCF's activity schedule as provided to the Contractor by the JCCF Administrator.

vi. *Telemedicine:* The Contractor shall ensure that emergency mental health services are available for non-scheduled onsite hours either by telemedicine or by onsite consultation as the situation warrants and as determined by the Contractor.

vii. *Offsite:* To the extent Services are required and cannot be rendered onsite, the Contractor shall make appropriate offsite arrangements for such services. The Contractor will arrange and coordinate with the JCCF Administrator for security.

viii. *Hospital Care:* The Contractor shall obtain routine outpatient/inpatient services from hospitals to meet the mental health requirements of the incarcerated individual. When outside hospitalization is required, the Contractor shall coordinate with the JCCF Administrator to arrange transportation and JCCF security coverage. The Contractor is responsible for utilization review to include pre-approvals, case management, and discharge planning. Samaritan Medical Center currently provides emergency psychiatric care in its Behavioral Health Unit. If an incarcerated individual is insured for healthcare services under a personal policy, the Contractor shall make positive attempts to have that insurance carrier/company cover the cost of such services rendered by, and/or on behalf of the Contractor. Any and all benefit payments must be credited to the account of Jefferson County. The Contractor shall provide detailed billing summaries of all inpatient and outpatient services provided to incarcerated individuals outside of the JCCF on a monthly basis. The Contractor will enroll for health insurance coverage under the Patient Protection and Affordable Health Care Act Public Law 111-48 all newly incarcerated individuals who have not yet been sentenced.

ix. *Specialty Care and Referrals:* The Contractor shall make referrals to specialists for the treatment of those incarcerated individuals whose issues extend beyond the primary mental health services provided by the Contractor onsite at the JCCF. Notwithstanding the foregoing, whenever feasible, the Contractor shall operate onsite specialty clinics and/or telemedicine services at the JCCF. All referrals to specialists outside the JCCF shall be coordinated by the Contractor with the JCCF Administrator for security arrangements. All specialists shall be Board Certified or eligible in their respective specialty. Any utilization review process developed by the Contractor for approval of offsite consultations or inpatient care must be completed within five (5) business days of the ordering psychiatrist's request.

x. *Transfer of Medical Information:* The Contractor shall develop and implement a procedure for the transfer of pertinent medical information to emergency care facilities, outside referral specialty consultants, and Federal, State, or local facilities, correctional or otherwise to which incarcerated individuals are transferred. Detail summaries of mental healthcare must be sent to receiving facilities and prisons when incarcerated individuals are transferred to other institutions.

xi. *Discharge Medications and Instructions:* When an incarcerated individual is transferred and/or released from the JCCF, the Contractor shall deliver to the incarcerated individual a seven (7) calendar day supply of his or her prescription medications and discharge instructions providing such information medically necessary for the incarcerated individual to manage his or her own care.

xii. *Medical Record System:* The Contractor shall implement a computerized medical record system. MedEnt is currently utilized as the current Medical Records System. The company can use MedEnt or one of their choice. The JCSO current Jail Management System is Black Creek, which has a Medical records system available at the Contractor's expense. The Contractor shall commence this utilization immediately upon the start of any agreement resulting from this RFP. The Contractor shall be responsible for any and all fees and costs associated with implementing or maintaining any computerized medical record system. Records shall ensure that accurate, comprehensible, up-to-date medical information is maintained for each incarcerated individual. The Contractor shall ensure specific compliance with professional standards regarding confidentiality, informed consent, and access/disclosure. Procedures shall be instituted for the receipt and filing of all outside consultations, emergency room visits and inpatient hospitalization.

The Contractor shall maintain the incarcerated individual's medical records in compliance with the Standards and the Applicable Laws.

### 3. Supplies and Equipment:

i. *Supplies:* The contractor shall procure, stock, and maintain an inventory of all supplies that are needed to perform the Services onsite at the JCCF and fulfill the Contractor's obligations under the Contract. At the time of termination and/or expiration of the Contract all such supplies on hand in the JCCF are deemed to convert to and do automatically convert to Jefferson County inventory.

ii. *Equipment:* The Contractor shall supply all equipment that is needed to perform any Contracted Services and fulfill the Contractor's obligations under the Contract. All such equipment affixed to the JCCF that cannot be removed without damage or repair to the JCCF equipment at the time of the Contract termination and/or expiration are deemed to convert to and do automatically convert to Jefferson County property.

iii. *Business Equipment, Services, and Supplies:* The County shall provide basic: telephone and fax lines, computers and internet. Service costs will be paid by the Contractor. Prior to setting up any telephone, fax, or internet services, the Contractor shall consult with the Jefferson County Information Technology department.

#### 4. Policies, Procedures, and Plans:

i. *Administrative and Operational Policy Procedures:* The Contractor shall develop and implement administrative and operational policies and procedures that meet the Applicable Laws and the Standards. The Contractor shall annually review such policies and procedures, update them as needed, and deliver a copy to the JCCF Administrator. The Administrator reserves the right to review, comment on, and recommend changes to such policies and procedures for safety, operations, and/or security purposes.

ii. *Incarcerated Individual Grievances/ Complaints Policy and Procedures:*

The Contractors shall develop and implement policies and procedures to be followed in dealing with incarcerated individual complaints regarding any aspect of the healthcare delivery system. The Contractor shall maintain monthly statistics of all grievances filed (those with and without merit). All grievance procedures must be in accordance with the Standards and the Applicable Laws. All grievances must be answered in writing within five (5) business days of receipt and directed to the correctional shift supervisor on duty. The Jefferson County Correctional Facility will determine said grievance in accordance with NYS COC Minimum Standards.

JCCF Administration reserves the right to review any incarcerated individual complaint and review the Contractor's actions. The Contractor must implement Jefferson County's recommendations in disputed cases.

iii. *Disaster Plan:* The Contractor shall develop procedures for a disaster plan in the event of a man-made or natural disaster. The Contractor's disaster plan must be coordinated with the security plan and incorporated into the JCCF's overall emergency plan and made known to all personnel. The Contractor's staff shall be trained on the healthcare aspects of the disaster plan during initial orientation and annually thereafter.

iv. *Cost Containment Plan:* The Contractor shall specify a detailed plan for the implementation and operation of a cost containment plan.

v. *Utilization Review Policy and Procedures:* The Contractor shall establish a utilization review program for the review and analysis of the utilization of offsite referrals including subspecialty and inpatient stays. The program must include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures. The utilization review program must demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

5. Reports and Statistical Data:

i. *Reports of Incarcerated Individual Litigation:* The Contractor shall notify the Jefferson County Attorney in writing of any litigation involving an JCCF incarcerated individual and deliver to the Jefferson County Attorney a copy of the filings. The Contractor shall not settle any incarcerated individual litigation without first contacting and obtaining the approval of the Jefferson County Attorney.

ii. *Administrative Meetings and Reports:* The Contractor shall coordinate with the JCCF Administrator to discuss Services. The Contractor shall take minutes or prepare summaries, distribute them to attendees, and retain copies for future reference. The Contractor shall conduct and maintain minutes of staff meetings conducted on a monthly basis. A copy of these minutes will be forwarded to the JCCF Administrator.

The Contractor shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The Contractor shall develop and implement plans to address/correct identified deficiencies.

iii. *Statistical Data and Related Reports:* The Contractor shall be required to keep statistical data related to the Services performed for each incarcerated individual, including utilization of service statistics and other areas that the Contractor and Jefferson County agree would be useful to evaluate and anticipate future needs. The Contractor shall prepare statistical reports on a monthly basis. The Contractor shall provide a narrative monthly report delineating the status of the Contractor's program, which also identifies potential problems and discusses their resolution. A complete annual report of utilization statistics and narrative summary delineating accomplishments of the Contractor shall also be provided on an annual basis. All such reports must be submitted to the attention of the JCCF Administrator.

6. Medical Library: The Contractor shall establish a psychiatric care library onsite at the JCCF for use by the Mental Health Services Contractor's staff. At a minimum, the library must include basic reference texts related to diagnosis and treatment in a primary care setting.

7. Accreditation: The Company shall develop a plan to become accredited by the NCCHC.

8. Hospital Privileges: The Contractor's psychiatrist(s) and clinicians or other personnel legally able to do so, shall secure admitting privileges at a local hospital for admitting, monitoring, and discharging admitted persons.

9. Escalation Chain of Management: Each Offeror must provide the names and contact information of corporate and regional management personnel assigned to the Contract. A resume of the regional manager must be included with the Offeror's proposal. Any replacement personnel must be with notice and subject to approval of the JCCF Administrator.

## VII (CONT.) MENTAL HEALTH SERVICES STAFFING:

1. Hours of Operation: The Mental Health Clinic will be staffed from 7am to 11pm seven (7) days a week, three hundred sixty-five (365) calendar days per year including holidays and weekends. When not staffed onsite, the Contractor's psychiatrists will be on call twenty-four (24) hours per day, seven (7) days a week, three hundred and sixty-five (365) calendar days per year including weekends and holidays.

2. Minimum Staffing Requirements:

i. *Mental Health Service Provider Staffing Will be as Follows:*

a. *Clinic Director:* The Contractor must employ a clinic director as follows (“Clinic Director”):

*QUALIFICATIONS:* Jefferson County recommends and prefers a Clinic Director that is a certified correctional health professional in mental health services (CCHP-MH).

b. *Onsite JCCF Hours:* The Health Services Contractor will submit a staffing plan that the Clinic Director is proposed to be onsite during each shift.

c. *Designation of Clinic Director:* Offerors are encouraged to designate the individual they intend to staff as the Clinic Director in their proposals submitted in response to this RFP.

ii. *Psychiatrist:* The Contractor must provide one (1) or more psychiatrists as follows:

a. *Onsite JCCF Hours:* The Health Services Contractor will submit a staffing plan that the Psychiatrists is proposed to be on site during each shift.

b. *Designation of Psychiatrist:* Offerors should designate the individual(s) they intend to staff as psychiatrist(s).

c. *ON-CALL RESPONSIBILITY:* Whenever the Health Services Contractor’s Clinic Director and/or Psychiatrist is not onsite at the JCCF, the Company will be responsible for providing on call Psychiatrist and/or Clinic Director for Mental Health services 24 hours per day, seven (7) days per week, three hundred and sixty-five (365) calendar days per year including weekends and holidays.

iii. *Other Clinicians:* The Contractor must provide an adequate number of clinicians to provide the Services needed.

iv. *Support Staff:* The Contractor must provide an adequate number of

administrative support staff to provide Services.

3. Staffing and Schedules: All hours must be spent onsite at the JCCF. All fulltime contractual Clinicians shall be onsite for at least forty (40) hours per week. A forty (40) hour, onsite week consists of a forty (40) hour work schedule and an additional one-half hour meal period for each shift, which is not included in the work schedule.

4. Hiring:

i. *Recruitment:* The Contractor shall recruit and interview candidates who are currently licensed and certified to perform the Services in the State of New York. The Contractor shall interview each candidate with a special focus on technical expertise, emotional stability, and motivation. The JCCF Administrator must be involved in the interviewing process and final selection of the Contractor's Clinic Director and the Contractor's psychiatrist. Offerors must describe their recruitment program in their proposal and indicate how they will guarantee adequate staffing at JCCF.

ii. *Background Investigation:* All the Contractor personnel (employees and/or independent contractors) shall be required to pass a background investigation and fingerprint check conducted by Jefferson County for initial and/or continued employment. Additionally, all personnel performing onsite services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse. The Contractor shall bear the then current cost of submitting fingerprints to DCJS for each prospective employee.

iii. *Interpersonal Qualities and Communication Skills:* Correctional medicine is a highly demanding subspecialty. The correctional environment requires staff with the requisite interpersonal qualities and communication skills. The Contractors' staff (employees and/or independent contractors) require observational skills, impartiality, empathy, and communication skills.

If the JCCF Administrator has concerns that an employee and/or independent contractor of the Contractor is not a qualified fit for work in a correctional facility, the Contractor and the JCCF Administrator will meet to discuss these concerns. Jefferson County reserves the right to prohibit the initial and/or continued employment of the Contractor's staff (employees and/or independent contractors) if the JCCF Administrator deems such staff unfit for work in a correctional facility.

iv. *Salaries/ Benefits:* Offerors must submit their proposed salary scales for all job titles in their proposals.

v. *Onsite Visit to JCCF:* All screened staff candidates must make an onsite visit to the JCCF prior to employment.

vi. *Turnover of Staff:* Offerors must describe in their proposals their current turnover ratio for other contracts, indicating turnover ratios by



position for Clinic Director, psychiatrist, and the various clinicians proposed to provide Services.

vii. *Staffing Reports:* The Contractor shall notify and consult with the JCCF Administrator prior to discharging, removing, or failing to renew contracts of professional staff (employees and/or independent contractors).

5. No Reassignments: The Contractor's staff (employees and/or independent contractors) shall not be reassigned to assist with staff shortages or issues at other facilities if such results in staff shortage at the JCCF.

6. Personnel and/or Independent Contractor's Records: The Contractor shall maintain duplicate copies of all personnel files of all staff (employees and/or independent contractors) on file at the JCCF. The files must be made available to the JCCF Administrator. These files must include copies of current licenses, proof of professional certification, DEA numbers, PNI numbers, malpractice insurance certificates, evaluations, and position responsibilities.

7. Credentialing: Offerors must describe their credentialing procedures for professional staff in their proposals.

8. Conditions and Requirements for Staff:

i. *Employee Training and Orientation:* The Contractor shall ensure that all staff are provided with orientation and appropriate training regarding healthcare and mental health practices onsite at the JCCF. Offerors must describe their orientation program for their staff, including an outline of the orientation and in-service program. Orientation regarding security and other JCCF operations will be conducted by the JCCF staff.

ii. *JCCF Security and Operations Training and Orientation:* The Contractor shall ensure that all new staff attend an eight (8) hour orientation program conducted by Jefferson County consisting of security, classification, and blood borne pathogen prior to providing service in the facility. The Contractor shall compensate each staff member during this training.

iii. *Continuing Education:* The Contractor shall provide appropriate annual in-service education programs for its staff (employees and/or independent contractors). The Contractor shall ensure that all staff (employees and/or independent contractors) that have direct incarcerated individual contact have forty (40) hours of continuing education each year. Support staff are required to have sixteen (16) hours of continuing education each year. Selected topics, which require staff training, must be identified by the Contractor on an ongoing basis throughout the Term of the Contract.

iv. *Security Clearance:* The Contractor and its employees, independent contractors, agents, and invitees shall be subject to and shall comply with all security policies and procedures of Jefferson County and the JCCF. Violations of such policies and procedures may result in such individual being denied access to the JCCF. In this event, the Contractor shall provide

alternates to individuals who are qualified to provide Contract Services, which individuals are subject to Jefferson County's approval for security purposes.

v. *JCCF Facility Rules and Policies*: The Contractors staff (both employees and independent contractors) shall be required to comply with sign-in and sign-out procedures on an official time-keeping form. The Contractor shall be permitted to substitute an automated time clock system or other method, which is subject to the approval of Jefferson County.

vi. *Non-Compete Agreements*: The Contractor shall not enter covenants not to compete or non-competition clauses with its employees, independent contractors, or any party specifically related to the performance of any obligation required under the Contract, which would prohibit such employee, independent contractor, or employee from competing, directly or indirectly, in any way with the Contractor. For the purpose of this section the term "competing directly or indirectly, in any way with the Contractor" means the entering into or attempting to enter into any similar business with that carried on by the Contractor with any individual, partnership, corporation, or association that was or is the same or related business as the Contractor.

#### 9. Staffing Coverage:

i. *Coverage for Staff Time Off*: The Contractor shall make provisions in its staffing matrix in its proposals portion of the RFP to cover periods of vacation, staff training, or sick time by including appropriate relief factors and per diem staff. The Contractor shall specify in their staffing matrix what relief factors and how many PRN staff (employees and/or independent contractors) are included in its staffing matrix.

ii. *Monthly Staffing Report*: The Contractor shall submit monthly to the JCCF Administrator a staffing report.

10. CQI Committee Membership and Attendance of Meetings: The Mental Health Services Contractor's psychiatrist will be a member of the CQI Committee conducted by the Contractor. The Contractor's psychiatrist shall attend all meetings of the CQI Committee.

11. Reports and Records: Reports and evaluations must be provided in accordance with the Standards and the Applicable Laws.

### **VIII : MEDICATION ASSISTED THERAPY (MAT)/ SUBSTANCE USE DISORDER.**

The successful Offeror awarded a contract is to establish, implement, and maintain a program for the provision of comprehensive Medication Assisted Therapy (MAT)/substance use disorder services for the incarcerated individuals in custody at the JCCF in full compliance with the Standards and the Applicable Laws.

1. Applicable Procedures: The Company shall provide a jail-based Medication Assisted Therapy / substance use disorder treatment and transition services program to those incarcerated individuals with substance use disorders. Services shall include, but are not limited to: alcohol and substance abuse withdrawal management, medication assisted treatment formulations, group and individual counseling and clinical support, peer support, discharge planning and re-entry and transitional supports. Company shall establish standards and guidelines for a program of MAT for incarcerated individuals in the facility equivalent to the program established in state correctional facilities. The Company must follow and meet all standards, guidelines and requirements including, but not limited to: screening, placement, participation, and other requirements of the correctional facility's substance use disorder treatment and transition services program.

The Company shall establish and implement policies and procedures for the operation of a substance use disorder treatment and transition services program pursuant to a plan approved by the NY State Commissioner of Corrections (Commissioner) in accordance with section 19.18-c of the Mental Hygiene Law. Services to be provided by the Company's substance use disorder treatment and transition services program shall be in accordance with a plan developed by participating local governmental units, in collaboration with the Sheriff, taking into account local needs and available resources.

The Company shall submit an annual report on or before the first day of February of each year to the JCCF Administrator detailing the operation, function and effectiveness of the facility's substance use disorder treatment and transition services program during the preceding calendar year. Such report shall be submitted in a form and manner prescribed by the Chair of the Commission of Corrections.

2. MAT/SUD PLAN: The MAT/SUD plan shall include, but not be limited to, the following:

- a. Alcohol, benzodiazepine, heroin, and opioid withdrawal management.
- b. At least one formulation of every form of medication assisted treatments approved for the treatment of a substance use disorder by the Federal Food and Drug Administration necessary to ensure that each individual participating in the program receives the particular form found to be the most effective at treating and meeting their individual needs.
- c. Group and individual counseling and clinical support.
- d. Peer support
- e. Discharge planning; and
- f. Re-entry and transitional supports.

Prior to implementation, the MAT/SUD program shall be approved by the Commissioner. A copy of the plan required, all amendments and revisions thereof, and any approvals, exemptions and exceptions granted by the Commissioner shall be maintained within the facility by both the chief administrative officer and the Company physician.

The Contractor is responsible to develop a plan that will provide inmates that are participating in a MAT program with group and individual counseling, clinical and

peer support, discharge planning and re-entry and transitional supports.

3. MAT Screening: Company medical staff shall conduct a medical screening questionnaire administered at the time of admission or prior to the placement of an individual in a facility housing unit. Any screening response indicating a history of alcohol or substance abuse shall result in an immediate referral for additional medical screening.

Without unnecessary delay, but no later than seventy-two (72) hours following a referral, an incarcerated individual shall receive a medical screening to determine if the individual suffers from a substance use disorder for which medication assisted treatment exists.

4. Placement in MAT Treatment: The Contractor will develop a plan to which following a medical screening, an incarcerated individual who is determined to suffer from a substance use disorder for which medication assisted treatment exists, shall be offered placement in the medication assisted treatment program.

Placement in such program shall not be mandatory. The offer of placement shall be made in writing, and the decision to accept or deny placement shall be verified by the incarcerated individual's signature and witnessed and signed by an appropriate staff member. If, for any reason, the incarcerated individual is not able to verify, or refuses to verify the decision, the same must be recorded in writing on the offer of placement and witnessed and signed by two (2) appropriate staff members.

Participation in the medication assisted treatment program shall not be unreasonably withheld from a qualified incarcerated individual. An incarcerated individual using medication assisted treatment prior to such individual's incarceration shall be eligible to, upon request by such individual, continue such treatment in the medication assisted treatment program for any period of time during such individual's incarceration.

No individual shall be denied participation in the program based on a positive drug screening upon entering custody or upon intake into the program; nor shall any individual receive a disciplinary infraction for such positive drug screening. No individual shall be removed from or denied participation in the program on the basis of having received any disciplinary infraction before entry into the program, or during participation in the program.

An incarcerated individual may enter into such program at any time during the individual's incarceration, and an individual's request to participate in the program shall result in an immediate referral for additional medical screening.

5. Group and Individual Counseling: The Contractor will develop a plan for each participating incarcerated individual to work with an authorized specialist to develop an individualized treatment plan, including an appropriate level of onsite counseling and planning for continuity of care upon return to the community.

6. Re-entry and Transitional Support: The Contractor will develop a program that shall include conditions for a re-entry strategy for incarcerated individuals who have participated in medication assisted treatment. Such strategy shall include, but not be limited to, providing each participating incarcerated individual with information on available treatment facilities in their area, information on available housing and

employment resources, and any other information that will assist the incarcerated individual in continued recovery once released. Such program shall also assist the incarcerated individual in Medicaid enrollment, prior to release.

7. Dosing: Decisions regarding type, dosage, or duration of any medication regimen shall be made by a qualified health care professional licensed or certified under Title VIII of the Education Law who is authorized to administer such medication in conjunction with the incarcerated individual.

The Contractor will be responsible for providing and administering all MAT medication. Jefferson County will be responsible for the cost of all MAT/SUD medication. All dosing of MAT medication to inmates will be done by Contractor's Licensed medical staff.

The MAT program shall provide participating incarcerated individuals preparing for release from the facility with a seven (7) day supply of any necessary medication, where permissible under federal laws and regulations to continue their medication assisted treatment in an effort to prevent relapse.

8. Staffing: Contractor is responsible to ensure the Contractor's Physician is licensed or certified under Title VIII of the Education Law to maintain and facilitate the MAT program.

i. Minimum Staffing Requirements:

a. **Clinic Director**: The Contractor must employ a clinic director as follows ("Clinic Director"):

- *Qualifications*: Jefferson County recommends and prefers a Clinic Director to oversee the MAT Program that has experience in medication assisted therapy, is familiar with OTP/ITP programs and has education and certification necessary to fulfil this role.

- *Onsite JCCF Hours*: The Health Services Contractor will submit a staffing plan that the MAT Clinic Director is proposed to be onsite during each shift.

- *On-Call Responsibility*: Whenever the Health Services Contractor's MAT Clinic Director is not onsite at the JCCF, the Company will be responsible for providing on call substance abuse/opioid treatment professionals for MAT services 24 hours per day, seven (7) days per week, three hundred and sixty-five (365) calendar days per year including weekends and holidays.

- *Designation of Clinic Director*: Offerors are encouraged to designate the individual they intend to staff as the Clinic Director.

b. **Other Clinicians**: The Contractor must employ four (4) other Clinicians as Counselors as follows ("Other Clinicians"):

- *Qualifications*: Jefferson County recommends and prefers four

(4) other Clinicians who shall be overseen by the Company's Clinical Director of the MAT Program and shall have experience in medication assisted therapy, and are familiar with OTP/ITP programs and have the correct education and certifications (CSAC) necessary to fulfil this role.

- *Onsite JCCF Hours*: Two of the Contractor's Clinicians must report and be onsite at the JCCF at least eight (8) hours per day, seven (7) days a week, three hundred sixty-five (365) calendar days per year including weekends and holidays.

- *On-Call Responsibility*: Whenever at least one (1) of the Contractor's Clinicians are not onsite at the JCCF, one clinician will be on-call twenty-four (24) hours per day, seven (7) calendar days a week, three hundred and sixty-five (365) calendar days per year including weekends and holidays.

- *Designation of Other Clinicians*: Offerors are encouraged to designate the individuals they intend to staff as the Other Clinicians.

## **IX: CONTRACT TRANSITION**

Transition: The Contractor will be responsible for transitioning services from the Current Service Provider to the Offeror should the Offeror be awarded a Contract.

Transition Timetable: The timetable for transition is Sixty (60) calendar days.

Transition Plan: Offerors must submit with their proposals a detailed plan addressing the following with timetables for completion of each within the anticipated timetable of Sixty (60) calendar days that addresses, at a minimum, how the following will be transferred:

- a. *Experience*: Offerors must detail their experience in implementing transitions in the past and identify their experience, capabilities, and resources for ensuring a smooth transition.
- b. *Identification of Transition Staff*: Offerors must identify the personnel that will oversee and supervise the transition. Offerors must identify the Medical Director, Psychiatrist, Clinical Director, MAT Clinical Director within the 60 days.
- c. *Staff Recruitment and Orientation*: Offerors must detail their process for recruiting staff (employees and/or independent contractors), subcontractors, and specialists, including new staff as well as interviewing those individuals working at the JCCF for the Current Service Providers should such individuals be interested in employment with Offeror. Additionally, Offerors must address their orientation process for all employees (employees and/or independent contractors), subcontractors, and specialists.
- d. *Hospital Privileges*: Offerors must detail their plan for offsite medical care including hospital privileges.

- e. *Ancillary Services*: Offerors must detail their plan for mental health, pharmaceutical, laboratory, radiology, and medical supplies.
- f. *Transfer of Care*: Offerors must identify their plan for assumption of current care cases from the Current Service Provider.
- g. *Equipment and Medical Supplies*: Offerors must identify their plan for ensuring the proper equipment, supplies, and inventory for their Services, as applicable, and how the Offerors would work with the Current Service Provider to transfer the equipment and medical supplies in the Current Service Provider's possession at the time of transition.
- h. *Medical Records*: Offerors must identify their plan for transfer of all medical records from the Current Service Provider to the Offeror.

**X: JEFFERSON COUNTY RESPONSIBILITIES – SECURITY**

The Jefferson County staff of the JCCF shall provide security for the Contractor's staff (employees and/or independent contractors) consistent with security provided to other Jefferson County employees.

**XI: PRICING AND PAYMENT**

Management Fee Model

Set forth financial terms of your proposal according to the following anticipating an average daily census of 135 incarcerated individuals:

1. The proposer shall invoice County in monthly installments and submit same within thirty (30) days for services rendered during the prior month. The invoice shall include two separate line items covering 1) the base monthly management fee and 2) actual pass through costs. Upon receipt of the invoice and verification of services rendered, County shall pay within forty-five (45) days. The proposer will submit detailed supporting documentation along with each monthly invoice. The pass-through costs shall include enough detail to justify the expense reimbursement requested.
2. Corporate Visits/Travel: Corporate visits are at the discretion of the proposer. Pre-approved travel expenses are reimbursable as a pass-through. Any travel other than budgeted travel for start-up and pre-approved visits will not be passed through to County. Those costs will be borne by the proposer unless specifically authorized by the County.
3. Travel Start-up Costs: All travel associated with contract start-up (airfare, mileage, accommodations, meals, per diem, etc.) shall be disclosed and listed as a line item in Start-up costs. Budget any and all travel associated with start-up to include all site visits, initial recruitment, training, orientation, client briefing on preparations to go-live, etc. Proposer will pass through all travel costs associated with site start-up, not to exceed the amount the proposer stated in their budget.

A copy of proposers customary expense reporting will be submitted with the monthly invoice for authorized travel. Travel expenses will be completed timely upon return and will document the complete expenses. Any travel other than budgeted travel for start-up and required visits will not be passed through to County. These costs will be borne by proposer unless specifically authorized by County.

4. Cost Proposal: Describe in detail, the financial objectives and cost of your proposal. Have a first year

budget to support operational costs and fees. Submit cost worksheets (attachment) for total costs, years one through three (1-3).

Proposer shall also include:

- a. Estimated “pass-through” costs.
  - b. Management fee worksheet.
  - c. Required site travel.
  - d. Projected start-up costs
  - e. Projected operation budget.
  - f. Salary survey.
5. Wages: The proposer is responsible to ensure qualified and sufficient staff are recruited and retained in accordance with the staffing matrix and at the proposed price. Each bidder will conduct a salary survey to obtain pricing for wages. Unreasonably low wages inconsistent with the market may disqualify the bidder. Employee bonuses are not to be a pass through cost. Any bonuses should be included in the management fee.

Alternative A:

Describe in sufficient detail the availability and pricing consideration proposer may enjoy in procuring prescription medications, opioid treatment medications, medical supplies or equipment through proposers supply chain.

Alternative B:

Describe in sufficient detail the availability and pricing consideration proposer may enjoy in procuring outpatient medical laboratory testing services through proposers established third party contracts.



Management Fee Worksheet  
RFP #23-11a

The management fee will incorporate all corporate overhead and support activity, which is routinely provided to all its contract sites. County anticipates the management fee will contain no exclusions, but proposers have the option to make exclusions. Pay attention to the cost of insurances required to be included in the management fee. All legal fees and legal defense fees are required to be included in the management fee. All UM systems and support and HR support including payroll processing (e.g. ADP) are to be included in the management fee. Include the performance bond/surety pricing in the management fee. County retains the right to question or request detailed breakdowns if the management fee pricing appears to be unreasonably low.

(On this worksheet included only those management, administrative, overhead, support staff or other corporate activities **THAT ARE NOT** included in the management fee and are associated with the administration of this contract.)

At the bottom of this form list your all-inclusive management fee pricing.

Proposer Management Fee with any noted exclusions: (add additional pages if necessary)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

Total Yearly Management Fee Cost: \_\_\_\_\_

County Jail Health Care Services  
Cost Plus Management Fee Proposal Sheet  
RFP #23-11a

(Ensure full details, budget and proposal financial description are provided  
in the appropriate cost proposal).

Base Year Total Cost

Contract Year One: \_\_\_\_\_, 2023 through \_\_\_\_\_, 2024

Management Fee: \_\_\_\_\_

Estimated Pass Through Operational Costs: \_\_\_\_\_

Total: \_\_\_\_\_

Contract Year Two: \_\_\_\_\_, 2024 through \_\_\_\_\_, 2025

Management Fee: \_\_\_\_\_

Estimated Pass Through Operational Costs: \_\_\_\_\_

Total: \_\_\_\_\_

Contract Year Three: \_\_\_\_\_, 2025 through \_\_\_\_\_, 2026

Management Fee: \_\_\_\_\_

Estimated Pass Through Operational Costs: \_\_\_\_\_

Total: \_\_\_\_\_

**PROPOSAL CERTIFICATIONS**

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes \_\_\_\_\_ No \_\_\_\_\_

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. 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 thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

- (1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_



Attachment  
Certification Pursuant to Section 103-g  
of the New York State  
General Municipal Law

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

ATTACHMENT 2

		<b>MEDICAL STAFFING B-LINE</b>					Days/Afternoons	
		Jefferson County Correctional					7:00 am -3:00 pm	
POSITION:		MON	TUES	WED	THURS	FRI	Sat	Sun
Physician		TBD	TBD	TBD	TBD	TBD		
Nurse Practitioner			TBD	TBD	TBD	TBD	TBD	TBD
Health Service Administrator		8	8	8	8	8		
RN		16	16	16	16	16	16	16
LPN		8	8	8	8	8	8	8
		<b>MEDICAL STAFFING C-LINE</b>					Afternoons/Evenings	
		Jefferson County Correctional					3:00 - 11:00 pm	
POSITION:		MON	TUES	WED	THURS	FRI	Sat	Sun
Physician								
Nurse Practitioner		TBD	TBD	TBD	TBD	TBD	TBD	TBD
Health Service Administrator								
RN		16	16	16	16	16	16	16
LPN		8	8	8	8	8	8	8
		<b>MEDICAL STAFFING A-LINE</b>					Over Nights	
		Jefferson County Correctional					11:00 pm - 7:00 am	
POSITION:		MON	TUES	WED	THURS	FRI	Sat	Sun
Physician								
Nurse Practitioner								
Health Service Administrator								
RN		8	8	8	8	8	8	8
LPN								

ATTACHMENT 2

		<b>MENTAL HEALTH STAFFING B-LINE</b>					Days/Afternoons	
		Jefferson County Correctional						
POSITION:		MON	TUES	WED	THURS	FRI	Sat	Sun
Psychiatrist		TBD	TBD	TBD	TBD	TBD	TBD	TBD
Mental Health Counselors		16	16	16	16	16	16	16
Mental Health Service Admin.		8	8	8	8	8		
		<b>MENTAL HEALTH STAFFING C-LINE</b>					Afternoons/Evenings	
		Jefferson County Correctional						
POSITION:		MON	TUES	WED	THURS	FRI	Sat	Sun
Psychiatrist		TBD	TBD	TBD	TBD	TBD	TBD	
Mental Health Counselors		8	8	8	8	8	8	8
Mental Health Service Admin.								