

WASHINGTON COUNTY ARKANSAS

ATTN: Addie Vela
280 N College Ave, Suite 530
Fayetteville, AR 72701



INVITATION TO BID

DUE: 10:00 AM – DEC 28, 2022
Sealed bids must be clearly marked on
the outside of the package with:
**“RFP 2022-01 Comprehensive
Detainee Medical Care”**

PROPOSALS WILL BE OPENED DECEMBER 28, 2022 @ 2:00 PM
LOCATION: WASHINGTON COUNTY COURTHOUSE
280 N. COLLEGE AVE, SUITE 530, FAYETTEVILLE, AR 72701

RFP 2022-01 COMPREHENSIVE DETAINEE MEDICAL CARE

GENERAL SPECIFICATIONS: Washington County is requesting proposals from qualified firms or individuals to provide comprehensive detainee medical care at the Washington County Detention Center.

REQUIREMENT: Bidders must comply with the following requirements to be considered for the evaluation and award process:

- 1. Bidders must quote 100% of all items within each category; and
- 2. Bidders must list brand names on the items bid.

INFORMATION: For additional information, email purchasing@washingtoncountyar.gov. Bidders shall direct bid inquiries to the Washington County Purchasing Office.

FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR RFP IN A SEALED ENVELOPE LABELED “RFP 2022-01 Comprehensive Detainee Medical Care”.

It is solely and strictly the responsibility of the bidder to ensure that the RFP is received by the Washington County Purchasing Division on or before the specified date and time.

LATE BIDS/PROPOSALS WILL NOT BE ACCEPTED.

The undersigned hereby offers to furnish & deliver the articles and/or service as specified, and all parts of this offer at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by bidder and Washington County

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

I affirm that the information given on this form is true and accurate as of this date.

Signature: _____ Date: _____

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TERMS AND STANDARD CONDITIONS

1. When submitting a bid/proposal, the bidder warrants that the commodities covered shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified.
2. Sales or use tax is not to be shown in bid price but is to be added by the bidder to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. Bidders are to register and pay both taxes directly to the Arkansas State Revenue Dept.
3. When bidding other than the brand and/or model specified in the request, the brand and/or model must be listed and descriptive literature attached to the document. The County may require examples of the product bid.
4. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
5. Specifications furnished with this request are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Only designated brands, and products determined to be equivalent, shall be considered.
6. If required, product samples must be furnished at no cost to the county. Samples will become county property thirty (30) days from the date of the bid opening, unless a written request for return is provided to the county before expiration of the thirty (30) days.
7. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Washington County. Charges may not be added after the bid is opened.
8. The Purchasing Department reserves the right to award items in whole or in part by line item(s).
9. Quality, time and probability of performance will be some of the factors in making an award.
10. Guarantees and warranties should be submitted with the bid/proposal, as they may be a consideration in making an award.
11. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the County.
12. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the bidder and the agent of Washington County.
13. If requested, the bidder must supply Washington County with evidence of current, continuing, proper, and complete insurance coverage. The type of insurance coverage required shall be determined by Washington County based upon the nature and type of bid being submitted.
14. Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form and/or provided for by the plans and specifications at the rate of \$50.00 per day.
15. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and/or services, the quantities of usage shown shall be estimates only. No guarantee or warranty is given or implied by the county as to the total amount that may or may not be purchased from any resulting contracts. These quantities shall only be used for tabulation and presentation of the bid and the county reserves the right to increase or decrease quantities as required. Bidder agrees to this condition upon the signing of this document.
16. Washington County reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, Washington County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
17. All bids/proposals must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the county.
18. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
19. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.

1. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this bid is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this bid including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued thereunder, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued thereunder, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued thereunder, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this bid from complying with such laws and regulations.

2. INSURANCE

- A. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas. The letter of intent must state the insurance company's willingness to insure the bidder pursuant to the terms of any contract that results from the request for proposal. The bidder shall procure and maintain, at the bidder's expense, the following insurance coverage for the life of the contract. If labor is involved, Washington County requires the bidder to provide, from the insurance company, evidence of the effective dates and the amounts insured.

- B. (i) Workers Compensation: As required by the State of Arkansas.
(ii) Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract. Minimum shall be the total amount of contract.

3. RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract or purchase order valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

4. CONTRACT

- 4.1 If applicable a sample of the bidder's contract should accompany the bid.
- 4.2 The budget approval of the contract shall be annually in accordance with A.C.A § 14-20-106,
- 4.3 The County may consider entering a multi-year contract, not to exceed seven years.
- 4.4 At the end of the term of this Agreement (or any renewal term) (the "End Date"), the County may terminate the agreement with a 30 day written notice.

5. SUBMISSION OF BIDS

All bids shall be submitted on the forms provided by the County. All bid forms must be signed by a representative of the company having the legal authority to bind the bidder contractually. Bidder's signature on the face of the bid form indicates bidder's agreement to be governed by Federal, State and County laws and regulations. Should a bidder find discrepancies in the specifications, or should they be in doubt as to the meaning or intent of any part thereof, the bidder must, no later than 2:00PM on Tuesday, December 20, 2022, request clarification from the County. Written requested maybe emailed to purchasing@washingtoncountyar.gov. Oral instructions or explanations will not be binding. Only written addenda shall be binding. Any addenda resulting from these requests for clarification will be faxed or delivered to all listed holders of the bid document and posted on the County web-site. Bidders shall acknowledge the receipt of all addenda. Any addenda or bulletins issued during the time of bidding shall become part of the documents provided to bidders for the preparation of their bids. Any such addenda or bulletins shall be covered in the bid, and shall be made part of the resulting agreement.

6. EXCEPTIONS

In the event a bidder desires to take exception to any term or condition set forth in the Sample Agreement, and/or any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this Request for Bid/Proposal. **Exceptions or deviations to any of the terms and conditions must not be added to the Request for Bid/Proposal pages but must be a separate document accompanying the bid.**

Should the County omit anything from this bid request which is necessary to provide a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the Purchasing Department at least forty-eight (48) hours prior to the time and date of the bid opening shown on page one (1).

7. NOTICE TO BIDDERS

The County may not consider bids from individuals, contractors, firms or corporations included in the following categories:

- A. Any organization or individual currently in arrears or in default to the County on a previous debt or contract.
- B. Any organization or individual currently in default as surety, or otherwise, for any obligation to the County.
- C. Any organization or individual who has previously failed to faithfully perform a contract with Washington County.

8. AWARD OF CONTRACT

Washington County reserves the right to award bids/proposals by individual line item(s), group, or all or none. The contract will be awarded to the proposal with the lowest responsible and responsive bid that complies with the specifications listed herein.

- 8.1 A back up bidder will be awarded in the event that the awarded lowest responsible and responsive proposal is not able to comply with this proposal and /or the contract is terminated within the first year of services; and
- 8.2 Washington County reserves the right to reject any or all bids submitted in response to this solicitation, to waive an informality or technicality, or to accept bids deemed to be in the best interest of the County.

9. TIME SCHEDULE

- 9.1 RFP posted on County website on December 13, 2022
- 9.2 RFP requests for interpretations to be submitted by 2:00PM on Tuesday, December 20, 2022
- 9.3 RFP due at 10:00 AM, Wednesday, December 28, 2022
- 9.4 RFP opened at 2:00 PM, Wednesday, December 28, 2022

10. PURPOSE & INTRODUCTION

The Washington County Sheriff's Office is requesting proposals ("Proposal") from qualified firms or individuals to provide comprehensive detainee medical care at the Washington County Detention Center ("Facility" and/or "County") beginning January 1, 2023. The Facility serves adults, however the successful applicant ("Applicant") for this contract will also provide services to persons under the age of 18 charged as adults and housed at the Washington County Juvenile Detention Center (also "Facility"). The applicant should provide medical care that meets or exceeds the specifications outlined.

The qualified firms or individuals proposal must be organized in the following sequence. Respond to all questions and requested information within the Request for Proposal. Responses to those articles which require further explanation must reference the corresponding section and item number.

- Item 1: Proposal Packet with Requested Information and Signature
- Item 2: Proposal Specifications
- Item 3: Proposal Summary Sheet

Each vendor's proposal should be submitted along with four (4) copies marked as follows:

"RFP 2022-01 Comprehensive Detainee Medical Care"

Provide straight forward and concise explanations, and capabilities, placing emphasis on the completeness and clarity of content. Respond to all questions and requested information within this Request for Proposal. Your response should refer to the actual question or request (use the location identifiers present in the Request for Proposal). These acknowledgements should be included on the "Response Sheet". Proposals must be valid for no less than sixty (60) days following the proposal opening.

Proposals should be prepared simply and economically (1 original, and 4 copies). There is no intent to limit the content of any proposal, therefore, any additional information deemed necessary to present a better understanding of the proposal will be accepted.

10.1 SPECIFICATIONS

- The applicant must be able to provide comprehensive detainee medical care beginning January 1, 2023.
- Health screening, assessment, and treatment for all detainees, including all incoming arrestees;
- Triage;
- Sick call;
- Doctor call;
- Mental health call;
- Medication passes by nursing staff;
- 24/7 medical staffing by nurses;
- Medical Director and Medical Administrator;
- Arranging for hospitalization or specialty services;
- Emergency services;
- Ancillary services;
- On-site dental services for 4 hours per week at minimum;
- Coordination of off-site dental services, if on-site dental services are temporarily unavailable;
- Doctor services onsite for a minimum of 20 hours per week and remote for a minimum of 20 hours per week, but available for calls 24/7;
- Advanced Care Professional (MD, DNP, APRN, or PA) onsite 40 hours per week;
- Mental health services onsite for 40 hours per week;
- Pharmaceuticals to jail standards;
- Coordination with detention center staff;
- Policies and procedures;
- Monthly reports to include, without limitation amounts of money expended, an accounting for pool money and numbers of detainees going to the hospital;
- Quality assurance;
- Liability to include malpractice policy limits per occurrence and in the aggregate;
- Paperless record keeping: by utilizing their own computer software for electronic medical records and providing all necessary computers, servers, related equipment, and internet access; or by using the software that the County already has established with computers and equipment provided by the county, either way County must be able to access and retain all electronic records;
- Assist, participate, and/or comply with audits of detention center by third parties.

- Complete sick call every day
- Provide TB skin tests to employees and detainees within time allowed by state standard
- Complete initial Workers Compensation assessment and drug screen for all County personnel
- Obtain all needed medical records
- Complete all medication reconciliation within 48 hours of intake on all detainees
- Reorder medication
- Inventory and order supplies
- Promptly respond to radio traffic for medical assistance
- Review blood sugars weekly
- Review diet lists and coordinate with food service provider
- Call for and coordinate transportation for all outside appointments
- Complete pre-employment physicals for employees
- Complete academy physicals for employees
- Provide Hepatitis B shots for employees
- Clean, stock and check medications and supplies on medication carts daily
- Coordinate medical care with the A.D.C. for their detainees according to A.D.C. standards
- Coordinate medical care with the U.S. Marshals for their detainees according to U.S. Marshal Service standards
- Coordinate with A.D.C., U.S. Marshals and outside medical providers for billing
- Coordinate Medicare allowable billing rates with outside medical providers for services in accordance with the Affordable Care Act
- Provide drug screens for A.D.C. 309 inmates when they are returning from their furlough, or as needed
- Fax medical appointment & procedure requests to the U.S. Marshals for approval
- Answer medical requests from the detainees within 24 hours
- Answer medical grievances from the detainees within 24 hours
- Conduct Doctor Call onsite at minimum of 20 hours per week.
- Dispense and track distribution of detainee medication using electronic medical records.
- Complete intake medical screening on all incoming arrests/ detainees
- Complete lab draws
- Provide on-site diagnostic/x-ray services
- Provide on-site sutures, staples and casting
- Provide dialysis services
- Provide routine OBGYN services onsite
- Maintain juveniles charged as adults at JDC
- Doctor review of all sick and mental health calls
- Provide onsite point of care testing (i.e. COVID, flu, urinalysis, strep, urine pregnancy, h pylori, etc.)
- Coordinate and provide urine drug screens for Drug Court.
- Actively participate in Drug Court substance abuse medication programs

10.2 In addition, and in conjunction with the above, the successful applicant will provide the following medical services:

A. Definitions

For purposes of this Proposal, the following terms shall have the meanings ascribed thereto:

- A.1.** "Confidential Information" means all information, written or oral, directly or indirectly disclosed by one party to the other party, or directly or indirectly received by one party from the other party, at any time (whether before, on or after the Effective Date), through any means of communication, including by visual observation, and the terms of this Proposal. Notwithstanding any contrary terms in the foregoing, Confidential Information shall not include (a) information that is publicly known prior to its disclosure to the Recipient or becomes publicly known through no wrongful act of the Recipient, (b) information that was in the lawful possession of the Recipient prior to its disclosure to the Recipient, if the Recipient was not then under an obligation of confidentiality with respect thereto, (c) after disclosure to the Recipient, was received by the Recipient from a third party who had a lawful right to disclose such information to the Recipient without any obligation to restrict the Recipient's further use or disclosure of the information, or (d) information that is independently developed by the Recipient without use of the Discloser's Confidential Information; provided, however, none of the preceding exclusions shall apply to Protected Health Information, as such term is defined under HIPAA.
- A.2.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, as each may be amended from time to time, including through the Health Information Technology for Economic and Clinical Health Act, (the "HITECH Act").
- A.3.** "Provider on Call" shall mean any Qualified Advance Care Professional designated by Applicant to perform the on-call services described in the Proposal.
- A.4.** "Qualified Advanced Care Professional" shall mean any of the following professionals licensed to practice in the State of Arkansas: Medical Doctor ("MD"), Doctor of Nursing Practice ("DNP"), Advanced Practice Nurse Practitioner ("APRN") or Physician Assistant ("PA").
- A.5.** "Qualified Medical Professional" shall mean any of the following professionals licensed to practice in the State of Arkansas: Registered Nurse ("RN"), Licensed Practical Nurse ("LPN"), Paramedic, Advanced Emergency Medical Technician ("EMT"), Advance Practice Registered Nurse ("APRN"), Physician Assistant ("PA"), Doctor of Nursing ("DNP") or Medical Doctor ("MD").

- A.6.** “Qualified Medical Assistant” shall mean any of the following professionals trained to assist licensed professionals in providing care to their patients: Medical Assistant, Nurse Aid, Limited Medical Radiologic Technologist, Medication Assistant, or Medical Secretary.

B. Applicant Responsibilities

- B.1. Services.** During the Term, Applicant shall provide, and shall cause its Qualified Medical Professionals to provide, all medically necessary professional medical services to Detainees at the Facility as are consistent with the Qualified Medical Professional’s licensure, specialty, practice, and training. Services will include, without limitation, the following, forgoing, and those additional duties set forth on Schedule 2.1 (the “Services”):
- (a) **Initial Health Screening Consultation.** Applicant shall ensure that a Qualified Medical Assistant shall be on site at the Facility 24 hours per day/7 days per week. A “Qualified Medical Assistant” will conduct the Detainee’s Initial Health Screening in the sally port prior to entry into the facility. If “Qualified Medical Assistant” performing the Initial Health Screening determines the Detainee may have an emergent medical condition, a Qualified Medical Professional on duty will assess said Detainee prior to entering the facility. If the Detainee, in the sole discretion of the Qualified Medical Professional, requires medical attention that falls outside the scope of this Proposal, the arresting agency shall be responsible for transporting the Detainee to an appropriate healthcare facility for evaluation.
 - (b) **Medical History Questionnaire and Detox Risk Screening.** A “Qualified Medical Assistant” will conduct the Detainee’s Initial Medical History Questionnaire and Detox Risk Screening upon entry into the facility. If “Qualified Medical Assistant” performing the Medical History Questionnaire and Detox Risk Screening identify an emergent medical condition, a Qualified Medical Professional on duty will assess said Detainee and render appropriate medical care to include identifying the urgent need for life sustaining medication such as insulin, seizure medications, anti-hypertensive medications, etc.
 - (c) **Review of Initial Health Screenings.** A Qualified Medical Professional will review the Initial Health Screenings of all Detainees within a reasonable time of a Detainee’s intake. Any Detainee that, in the sole discretion of the reviewing Qualified Medical Professional, requires medical care will be placed on the “sick call” list or the Qualified Medical Professional may request a consult, by means of telecommunication or otherwise, with the Provider on Call.
 - (d) **Emergency Medical Conditions.** Applicant shall ensure that a Qualified Medical Professional shall be on site at the Facility 24 hours per day/7 days per week to respond to emergency medical problems of Detainees. Once properly notified that a Detainee has an urgent medical condition, a Qualified Medical Professional on duty will assess the Detainee within a reasonable amount of time to determine the appropriate treatment course, which may include, without limitation, on site treatment by the Qualified Medical Professional or Provider on Call, consultation

with a Provider on Call via telecommunication, and/or transportation to an appropriate medical facility, which shall be provided at the sole cost of Facility.

- (e) Sick Call and Provider Call. Applicant acknowledges that Detainees have the right to request a “sick-call” appointment at any time during their detention by completing the “sick-call” appointment request form. Applicant shall cause its Qualified Medical Professionals to review the “sick-call” requests daily. Each “sick-call” request will be triaged by a Qualified Medical Professional, with the more urgent requests, as determined in the sole discretion of the Qualified Medical Professional, scheduled to be seen first. Any Detainee requiring care by a Qualified Advanced Care Professional, will be placed on the “provider-call” list. Applicant shall ensure that a Qualified Advanced Care Professional is on-site at the Facility at least twenty (20) hours per week to conduct “provider-call.” Additionally, Applicant’s Qualified Advanced Care Professionals shall render an additional twenty (20) hours per week in off-site services (i.e., reviewing patient records, conducting medication reconciliations, conferring with third party physicians and providers regarding patients’ medical and treatment history, etc.). A Qualified Advanced Care Professional will be available between the hours of 6 a.m. and 10 p.m. daily either in person or via means of telecommunications. In the event that the triage of sick call and doctor call requests indicates that a particular detainee requires emergent assessment or treatment during hours when a Qualified Advanced Care Professional is not available, the detainee will be sent to a local emergency room.
- (f) Medication Reconciliation and Administration. Applicant will make every effort to provide prescription medication reconciliation within forty-eight (48) hours of a Detainee’s detention; provided, however, it shall be the responsibility of the Facility to note any current prescriptions of a Detainee during the Initial Health Screening, as well as the name of Detainee’s prescribing physician. Failure of the Facility to provide Applicant with the necessary information to reconcile the prescription medications of Detainee shall excuse Applicant from the requirement to complete reconciliation within forty-eight (48) hours of a Detainee’s detention. Applicant will have sole authority over the reconciliation process, including, without limitation, determining whether to continue, replace or discontinue a Detainee’s medications. During the reconciliation process, Applicant may use a therapeutic substitution for Detainees. Applicant will not continue the routine administration of narcotic pain medication and/or benzodiazepines without prior authorization from the Detainee’s prescribing provider.
- (g) Medication Administration: Applicant will provide Qualified Medical Assistant and/or Qualified Medical Professional to distribute medication to detainees. Applicant will provide adequate staffing as to not interfere with “lights out” or “meal times”. Medication administration requires 3 personnel in the morning and 3 personnel in the evening. Applicant will have a Qualified Medical Professional available to respond to emergent medical situation that is not assigned to Medication Administration in an effort to not delay Medication Administration.
- (h) Laboratory Testing. Applicant will provide on-site point of care laboratory testing.

- (i) Dental Services. Applicant will provide, or arrange for, a dentist to provide dental services at the Facility for 4 hours per week at minimum. If the dental needs of a Detainee cannot be adequately addressed at the Facility, the Detainee will be transported to a local dental provider.
- (j) Imaging Services. Applicant will provide on-site imaging services with contracted tele-radiologist for interpretation.
- (k) Mental Health Services. Applicant will provide, through its Qualified Advance Care Professionals, licensed counselors, licensed clinical social workers or psychologists (collectively, "Mental Health Professionals"), the mental health services specified in this Section 2.1(k) at the Facility a minimum of forty (40) hours per week. Detainees identified in the Initial Health Screening as exhibiting withdrawal symptoms or suicidal ideations will be assessed by a Qualified Medical Professional and placed on an appropriate protocol as established by Applicant. Applicant may coordinate with the Detainee's current mental health provider, if applicable, in an effort to provide continuity of care. A Qualified Advance Care Professional will evaluate all current psychiatric prescriptions and will be responsible for ordering any medication management. A Detainee, or Facility on behalf of a Detainee, may request a mental health evaluation at any time. Applicant will utilize a triage system to schedule mental health appointments with a Mental Health Professional, with the most urgent, as determined in the sole discretion of Applicant or the Mental Health Professional, being seen first.
- (l) Medical Records. All medical records shall be kept electronically and directly accessible by Facility even after the expiration of any contract that may be entered into in the future between County and Applicant. Applicant shall require its Qualified Medical Professionals to complete records (including billing records and patient medical records) relating to all professional services provided under this Proposal, including a complete medication administration record on each Detainee treated at the Facility pursuant to this Proposal. Applicant shall use the Facility's electronic health record software (or software and equipment provided by Applicant) to maintain Detainee's medical records. Applicant will use reasonable efforts to require a Detainee to initial or sign when medication is refused and such documentation shall be maintained in the Detainee's medical record.
- (m) Health Care Administrator. Applicant shall provide a Qualified Medical Professional, 40 hours per week to supervise daily operations, coordinate outside consults, coordinate transportation and other contracted services as well as assist with mandatory reporting and attend professional meetings.

B.2. Excluded Services. The following services are specifically excluded as Services and Applicant shall not be responsible for providing such services hereunder (the "Excluded Services"):

- (a) any medical or dental service outside the Qualified Medical Professional's licensure, specialty, practice and training;
- (b) routine eye exams, eye glasses, contacts or contact solutions;

- (c) any medical or dental service that cannot be performed safely or adequately at the Facility, as determined in the sole discretion of the Qualified Medical Professional; and
- (d) payment of any transportation required pursuant to this Proposal.

B.3. Staffing. During the Term, Applicant shall provide Qualified Medical Professionals and other staff to ensure the Services are provided to Detainees in a timely manner. At the request of Facility, or in Applicant's discretion, staffing can be adjusted to address the needs of the Facility. Applicant shall cause any staff providing services hereunder to undergo a background investigation conducted by the County, at the sole cost of County, and complete initial and ongoing CJIS security training, and a national fingerprint-based background check prior to providing any services pursuant to this Proposal. The County may refuse to allow any member of Applicant's staff to provide the services hereunder. All contract employees will wear County provided identification in a readily visible location in a manner that does not obstruct their name from being visible to County staff and detainees at all time while in the facility.

Investigation of Staff Members. Applicant or their designee shall be notified prior to any interview or statements from any member of Applicant's staff with respect to the investigation of any non-criminal event or occurrence involving alleged misconduct of a staff member or any other action or inaction.

B.4. Medical Administrator. Applicant shall provide a Qualified Medical Professional to serve as medical administrator (the "Medical Administrator") who will conduct certain administrative services, including, without limitation, overseeing the daily operations of the Qualified Medical Professionals providing services hereunder, coordinating any offsite medical or dental treatments for Detainees, identifying areas of improvement on an ongoing basis, reviewing and coordinating payment of medical bills of offsite providers. The Medical Administrator shall provide services at the Facility forty (40) hours per week.

B.5. Medical Director. Applicant will appoint a medical doctor to serve as the medical director (the "Medical Director") for the Term of this Proposal. The Medical Director will be responsible for approving and assigning all protocols developed to address the Services required to be provided hereunder. The Medical Director shall be on-site at the Facility at least six (6) hours per month.

B.6. Hospitalization and Specialty Services. Applicant agrees to make reasonable efforts to provide the Services at the Facility. In the event a Detainee requires hospitalization, Applicant, through its Qualified Medical Professionals, will work with the receiving hospital to minimize the Detainees length of stay. In the event a Detainee requires a specialty medical service that cannot be met at the Facility, as determined in the sole discretion of the Qualified Medical Professional, the Detainee may be transported to an offsite provider. The Medical Administrator shall be responsible for coordinating any offsite specialty or hospital services with the offsite provider and the Facility. The Facility shall be responsible for transporting the Detainees to and from the offsite provider.

B.7. Quality Assurance and Utilization Review Activities. Applicant and its Qualified Medical Professionals shall contribute to and cooperate in any quality assurance and utilization review activities related to the Services upon reasonable

request by Facility. Applicant and its Qualified Medical Professionals will participate in the Continuous Quality Improvement ("CQI") program and attend scheduled committee meetings, provided that Applicant is notified at least five (5) days in advance of any scheduled committee meetings.

B.8. Policies and Procedures. Applicant will be responsible for providing policies and procedures for the medical, dental and mental health care of the Detainees in compliance with the Arkansas Criminal Detention Center Standards 2014, Chapter IX, Medical, Dental and Mental Health Care Services.

B.9. Monthly Reports. Applicant agrees to provide the Facility with a monthly report on the following: (i) money expended by Applicant in order to provide the Services; (ii) number of Detainee hospital visits; (iii) number of Detainee off-site provider visits, including dental visits; (iv) number of TB skin tests; (v) number of mental health visits; (vi) number of Hep B vaccines; (vii) number of pre-employment physicals; and (viii) number of deaths.

B.10. Compliance with Laws, Regulations, and Standards. Applicant shall at all times comply, and shall require its Qualified Medical Professionals to comply, with the applicable terms of this Proposal and with all applicable federal, state, and local statutes, rules, regulations, and standards applicable to the Facility.

SCHEDULE 2.1

SERVICES

1. Applicant shall provide, and shall cause its Qualified Medical Professionals to provide, all medically necessary professional medical services to Detainees at the Facility as are consistent with the Qualified Medical Professional's licensure, specialty, practice, and training.

2. Applicant shall cause its Qualified Medical Professionals to perform the duties listed below and will be responsible for assigning such duties to the Qualified Medical Professionals based on the Qualified Medical Professional's licensure, specialty, practice, and training:

- a) Conduct "sick-call" daily;
- b) Provide TB skin tests for Facility employees and Detainees;
- c) Report all positive TB results to the TB Director at the Arkansas Department of Health;
- d) Workman's compensation initial assessment and drug screen;
- e) Request and review outside mental health and medical records;
- f) Medication reconciliation and ordering;

- g) Maintain Medication Administration Records per Facility standards;
- h) Inventory medications and supplies and restock medications, supplies and medication carts;
- i) Promptly respond to radio traffic for medical emergencies;
- j) Review all medical diet requests of Detainees, order medically necessary dietary modifications and coordinate medically necessary diets with the food service department;
- k) Review laboratory results and Capillary Blood Glucose logs (weekly);
- l) Coordinate medical care for ADC detainees, and U.S. Marshall detainees, which may include calling for off-site appointments, coordinating directly with ADC for their detainees medical treatment per ADC standards, coordinating medical care of U.S. Marshals for their detainees according to U.S. Marshals standards, faxing medical appointments and procedure requests to the U.S. Marshals for approval, and coordinating billing with ADC and U.S. Marshalls;
- m) Review all bills and coordinate rate adjustments of offsite or contracted providers and pay all offsite or contracted facilities within 45 days of bill receipt;
- n) Assist Facility in coordinating Medicaid coverage for Detainees hospitalized greater than 24 hours;
- o) Provide Hepatitis B vaccines for employees and Hep B declination form management;
- p) Conduct venipuncture, wound repair (stapling and suturing by PA, APRN, or MD), casting and splinting of fractured bones, diagnostic imaging;
- q) Participate in JEMI;
- r) Administer medications;
- s) Review intake health screenings;
- t) Coordinate hospitalizations, outside medical care and appointments;
- u) Drug screens (309's returning from furlough, Detainees when ordered, Workers compensation injuries);
- v) Provide medical care for JDC Detainees charged as adults;
- w) Respond to Detainee medical, dental, mental health requests using Kiosk system provided by the Facility;
- x) Complete any medical paperwork and transmit the paperwork to the appropriate agency; and
- y) Perform peritoneal dialysis on-site if indicated

11. PROPOSAL SUMMARY SHEET

All cost of the RFP must be included in this section. Any optional features/prices offered must be submitted as a part of Applicants proposal in order to be considered.

Vendor must submit a line item pricing schedule for each proposal. This pricing schedule should include the cost of any “optional features”, if any, available to Washington County, or pricing necessary to meet Washington County’s requirements.

12. FIRM/INDIVIDUAL EXPERIENCE

Fill in all of the requested information below:

I have read this proposal in its entirety, requested any needed clarifications, and have an understanding of this solicitation. Yes No

Can meet all of the qualifications and requirements, of this proposal, in its entirety: Yes No

The County is authorized to contact any references or previous clients: Yes No

Total Number of Employees: _____

Number of Employees Available for Assignment to this Proposal: _____

Number of Years in Business: _____

Do you have past experience providing these services, of similar capacity, to a government or business entity: Yes No

If yes answer the following:

- a. How many years of experience: _____
- b. Name Government /Business Entity of Reference: _____
- c. Primary Point of Contact with Reference: _____
- d. Phone Number: _____ () - _____
- e. Email: _____

Provide nine business and / or government references from past job experience:

Reference 1	Reference 2	Reference 3
Name	Name	Name
Address	Address	Address
City, State Zip	City, State Zip	City, State Zip

Phone	Phone	Phone
Email	Email	Email

Reference 4	Reference 5	Reference 6
Name	Name	Name
Address	Address	Address
City, State Zip	City, State Zip	City, State Zip
Phone	Phone	Phone
Email	Email	Email

Reference 7	Reference 8	Reference 9
Name	Name	Name
Address	Address	Address
City, State Zip	City, State Zip	City, State Zip
Phone	Phone	Phone
Email	Email	Email

Number of Home & Branch Offices: _____

List all Home Office and Branch Location Addresses:

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Type of organization: Individual or Sole Proprietorship Professional Corporation

Partnership Joint Venture Other: _____

13. EVALUATION FACTORS

The evaluation criteria will have the following relative weighting given each item.

30 Points	(1)	Specialized experience and technical competence of the firm with respect to the type of professional services required;
30 Points	(2)	Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project;
35 Points	(3)	Past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines; and
5 Points	(4)	Firm's proximity to and familiarity with the area in which the project is located.

14. BID/PROPOSAL CHECK-OFF LIST

- Bid/Proposal Signed
- Proof of Insurance Included
- All Information is filled in the blanks (terms such as negotiable or case by case will not be accepted)
- All Addendums Acknowledged
- 1 Original & 4 Copies of the Completed Proposal Included