

REQUEST FOR PROPOSALS

Healthcare Services for the Pender County Jail



Issued: September 8, 2022

Questions Due: September 21, 2022, by 5pm EST

Sealed Proposals Due: September 28, 2022, by 5pm EST

RFP # 220908-232



Issued by:

Trisha Newton, Purchasing Manager

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Burgaw, NC 28425

purchasing@pendercountync.gov

Issued for:

Pender County Sheriff's Office, Jail Division

104 N. Walker St., Burgaw, NC 28425

TIMELINE

RFP Issued	September 8, 2022
Optional Facility Tour – Sign up at https://www.signupgenius.com/go/508094EA8A72FA7F85-tour	September 14 & September 21, 2022
Questions due in writing to purchasing@pendercountync.gov	September 21, 2022 by 5pm
Answers published via Addendum	September 22, 2022
Sealed Proposals Due 805 S. Walker St. or PO Box 1578 Burgaw, NC 28425	September 28, 2022 by 5pm
Contract Award Recommended to BOC	October 17, 2022
Transition Coordination	October 18 – November 30, 2022
Services Start Date	On or Before December 1, 2022

INTRODUCTION

Pender County, NC is requesting proposals for healthcare services by a North Carolina licensed Provider experienced with jail healthcare services. Services will need to be provided to accommodate the 92 bed jail with an average daily population of 67. Coverage will be required for 16 hours per day on the weekdays and 12 hours per day on the weekends.

Services with the new Provider must start on or before December 1, 2022. The newly contracted Provider shall work in conjunction with our current provider to prepare for the transition, working approximately 1-2 days together in advance of start date.

A medical room will be provided for use by the Provider. Proposing Providers have the option to tour the medical room in the jail. Schedule an appointment online at <https://www.signupgenius.com/go/508094EA8A72FA7F85-tour>. Appointments are available between 9am and 4pm on both September 14 and September 21, 2022.

The County will provide all necessary utilities, including power, water/sewer, phone and internet access. The Provider purchases all necessary clinical supplies and submits invoices to the County for reimbursement with each monthly billing. Standard items do not require preauthorization, but unusual or large purchases require prior authorization for purchase from Jail Administration.

Current healthcare staff are interested in pursuing employment with Provider contracted as a result of this RFP.

SCOPE OF SERVICES

The Provider shall be responsible for providing inmate healthcare services which meet or exceed all local, state and federal standards and requirements to include, but not be limited to the North Carolina Jail Standards, the North Carolina Board of Nursing, the North Carolina Medical Board, the American Correction Association (ACA) Standards and Expectations, and all applicable community standards of care.

Services will be provided 16 hours per day on the weekdays and 12 hours per day on the weekends week with full staffing by licensed, certified, and professionally trained personnel. The following minimum staffing specifications are requested:

- Services 16 hours per day, M-F (currently 6am-10pm utilizing two shifts)
- Services 12 hours per day Sat & Sun (currently 6am-6pm)
- Medical Provider once per week for 3-4 hours
- Managing RN 40 hours per week, M-F
- On-Call 24/7

At a minimum, the Provider will provide the following:

- Medical Assessments
- Mandated and routine medical care for inmates
- Provide diagnosis or referrals to health facilities for those inmates requiring dental or more extensive treatment;
- Management of inmates with chronic illnesses or known communicable diseases or conditions
- Administration, dispensing, control, security and storage of prescription and nonprescription medications
- Address and prioritize medical emergencies
- Laboratory services as needed for inmates
- Disposal of medical waste (sharps etc.)
- Maintenance and confidentiality of medical records
- Reporting as required and additionally as requested
- Ensure privacy during medical examinations and HIPAA compliance
- Meet with Jail Administration no less than quarterly to discuss operations and concerns
- Submit a detailed invoice to the County monthly

It is preferred, but not required, that the Provider arrange for the provision of 26 Psychiatry clinics per year, conducted on a biweekly basis. (This can be telepsychiatry.) This contract will not include psychological services.

Provider shall identify the need, schedule, administer, and coordinate all non-emergency and emergency medical care rendered to inmates. Services must continue during inclement weather, prioritizing necessary care in the best interest of the wellbeing of inmates. The County will provide an opportunity for staff to stay onsite for safety reasons during inclement weather.

Policies and Procedures of the awarded Provider relating to medical care are generally established and implemented solely by the Provider consistent with applicable Pender County policies and the Jail Medical Plan. Policies and Procedures are subject to review and approval by the Pender County Jail Administration.

Services are required to start on or before December 1, 2022. The selected Provider must coordinate the transition with the current Provider and work on site for 1-2 days with the current Provider.

REQUIRMENTS

1. The Provider must be organized and existing for the primary purpose of providing correctional healthcare services, and must currently have active similar contracts.
2. A list of prior and current contracts shall be provided.
3. The Provider must demonstrate its ability to provide a health care system specifically for a facility like the Pender County Jail. It must be able to demonstrate the ability and resources to take over services on or before December 1, 2022.
4. Provider should have a proven system of recruiting staff and adequate support staff capable of competently supervising and monitoring its operation. ***Current healthcare staff are interested in pursuing employment with Provider contracted as a result of this RFP.***
5. The Provider must provide a minimum of three (3) client references to include: entity name, contact name, telephone number, email address, date and term of the contract and brief description of the services provided.
6. The Provider must have prior to the start of the contract and maintain for the duration of the contract Workman's Comp Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is subcontracted, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
7. Provider must have prior to the start of the contract and maintain for the duration of the contract Medical Malpractice and/or Professional Liability Insurance of at least \$3,000,000 per occurrence/\$5,000,000 aggregate if insuring all medical staff in a single policy. This insurance requirement will also be satisfied if the Medical Provider insures staff separately, and the coverage is at least \$1,000,000 per occurrence/\$3,000,000 aggregate. If any work is subcontracted, the Contractor or

vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

8. In the event the Provider cannot fulfill the contractual obligations, no less than 60 days written notice must be provided in writing to Pender County Jail Administration.

SUBMISSION OF PROPOSALS

Proposals must contain:

1. A letter outlining how the proposing firm meets all the requirements outlined in the Requirements section above
2. A minimum of three (3) client references to include: entity name, contact name, telephone number, email address, date and term of the contract and brief description of services provided to those references
3. Detailed description of the services provided, specifying if Psychiatry is available/included
4. A proposed detailed schedule of services and staff
5. Pricing of services and detail cost pool structure if applicable
6. List of equipment that will be needed to be provided by the County for use in medical services
7. Proof of General Liability, Worker's Comp and Medical Malpractice Insurance
8. Proposal Form as attached
9. Non-Collusion Affidavit
10. A Sample Contract

Should you require to take exception to any part of the scope or requirements specified in the RFP, you must include a letter stating any exceptions along with a through explanation. All exceptions will be taken into consideration when evaluating and scoring proposals.

Any questions on this RFP or the services to be provided must be submitted in writing via email to purchasing@pendercountync.gov no later than September 21, 2022 by 5pm. Answers will be provided in the form of an Addendum on September 22, 2022.

Sealed proposals should be clearly labeled on the outside of the envelope/package "Healthcare Services for the Pender County Jail, RFP # 220908-232" and must be delivered by mail/courier to PO Box 1578, 805 S. Walker Street, Burgaw, NC 28425 no later than to 5pm on September 28, 2022. No late proposals will be accepted.

Any changes or additions to this RFP will be issued in writing through an Addendum and posted on the Pender County website. It is the sole responsibility of the Provider to ensure that all addenda are received.

EVALUATION CRITERIA

Proposal will be reviewed by a committee of at least 4 County staff.

Completeness of Proposal	15 %
Experience with Similar Contracts	35 %
Cost and Price Structure	15 %
References	35 %

Pender County reserves the right to reject any or all proposals and to waive minor defects as deemed appropriate by the County.

TERMS AND CONDITIONS

NON-COLLUSION AFFIDAVIT

Each proposal must be accompanied by a notarized affidavit on non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

CONFLICT OF INTEREST

All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. § 200.318(c)(1) for all projects funded in part or whole with federal or State financial assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under N.C. G.S. 14-234, no officer, employee, elected official, governing body member, or agent of Pender County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the Proposal. Contractors that are related to County personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of County contracts. Accepting gifts and favors from vendors and contractors is prohibited under N.C. G.S. 133-32, additionally officers, employees, elected officials, governing body members, and agents of Pender County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.

PROPRIETARY INFORMATION

All Statements of Qualifications received are considered public record and available for public inspection as required by General Statutes 132 - 1.2. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.** This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the RFQ while attempting to maximize the availability of information to the public.

MINORITY BUSINESSES Pender County encourages all businesses, including HUB, DBE, minority, and women-owned businesses to respond to all Request for Proposals.

AWARD/CONTRACT TIME

No part of this solicitation is to be considered part of a contract nor are any provisions contained herein to be binding of Pender County.

Award shall be made to the responsible firm whose proposal of services are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP.

The County wishes to enter into an agreement with one firm which will be responsible for the work associated with this RFP.

CONTRACT DOCUMENT

The successful firm will be required to enter into a contract with Pender County. A sample contract shall be provided by the firm at the time of submission of the Proposal.

SUBCONSULTANTS

The successful firm shall be responsible for all services performed by a subcontractor as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

If at any time the County determines that any subcontractor is incompetent or undesirable, the County shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this RFP shall create any contractual relationship between any subcontractor and the County of Pender.

It shall be the successful firms' responsibility to ensure that all terms of the primary contract with Pender County are incorporated into all subcontracts.

INSURANCE

The selected firm shall purchase and maintain in force, at its own expense, such insurance as will protect the firm and the County, to include general liability insurance coverage, professional liability/E&O, medical malpractice, automobile and worker's comp (as applicable), from claims which may arise out of or result from the firm's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, and the general public from any and all claims for injury and damage resulting by any actions on the part of the firm or its forces as enumerated above.

Terms and Limits should be reasonably associated with the contract.

The selected firm shall furnish a copy of an original Certificate of Insurance, naming Pender County as an additional insured within 10 days of notice of contract award.. Should any of the policies be canceled before the expiration date, the issuing company will provide thirty (30) days written notice to the certificate holder. The firm shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Pender County Finance Director and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to subcontract any part of the work to be completed under this contract.

INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the County for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Contractor to indemnify Pender County to the extent permitted under North Carolina law.

VENUE FOR LEGAL ACTIONS

By responding to this RFP, all parties agree to be governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this RFP process or resulting contract shall be brought in Pender County, North Carolina.

AVAILABILITY OF FUNDS

Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

NON-EXCLUSIVE CONTRACT

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected firm. A contract of award shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources. The County reserves the right to terminate the contract with 60 days written notice.

PROPOSAL FORM – Pender County RFP # 220908-232

To the County of Pender, North Carolina:

I have carefully examined the Request for Proposal and any other documents, to include addenda, accompanying or make a part of this Request for Proposal to perform the necessary services.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Healthcare Provider as its act and deed and that the Healthcare Provider is ready, willing and able to perform if awarded the contract.

I hereby acknowledge receipt of any Addenda issued by County. It is the responsibility of the Provider to ensure that all addenda have been received.

Addenda No. _____ dated _____

Addenda No. _____ dated _____

Company Name: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Email: _____

Authorized Signature: _____ Date: _____

Printed Name: _____

NON-COLLUSION AFFIDAVIT

A completed, signed, and notarized form shall be submitted with the Proposal.

The firm submitting a Proposal, under penalty of perjury under the laws of the United States, certifies that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract.

By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME: _____

BIDDER/RESPONDING REPRESENTATIVE: _____
Print

Sign Date

NOTARY-

_____ State _____ County

I, _____, a Notary Public for said County and State,

do hereby certify that _____ personally appeared

before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____ of 20____.

(Official Seal)

Notary Public Commission expires _____, __20____.