

RFP NO. 24-01
TO PROVIDE COMPREHENSIVE INMATE HEALTHCARE SERVICES AT
THE HENRY COUNTY JAIL AND ANNEX
Due Date and Time: Friday, April 26, 4:00 p.m.

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SECTION I - GENERAL OVERVIEW

A. BACKGROUND

The following information is provided as a general guideline only. The Proposer is responsible for evaluating healthcare needs, as well as the inmate dynamics at the Henry County Jail and Annex (HCJ).

The HCJ is a midsize urban pre-trial jail that currently holds all classifications of male and female adult inmates serving two (2) years or less. The jail has a 902-inmate bed capacity. The average daily population of the Jail changes monthly and has been as low as 787 and as high as 814 in 2023. The inmate population includes 14% female offenders detained by the courts in the Henry County Jail.

The successful responder will be able to provide a degree of flexibility and creativity in the healthcare services area and shifts in order to assure the most favorable response and prompt delivery of quality inmate comprehensive healthcare services to meet the needs of the HCSO.

The HCSO intends to award a contract to procure inmate comprehensive healthcare services at the HCJ for the next five (5) years, subject to the Sheriff's Office's right to unilaterally terminate the Contract within sixty (60) days upon written notice, at will, and at the sole convenience of the HCSO. The HCSO seeks cost proposals separated for each year of the Contract and not as a lump compensation for the entire five (5) year term. The first year of service shall commence on Sunday, June 16, 2024 at 12.00a.m. The Contract shall automatically renew for four (4) additional consecutive yearly periods, terminating on June 30, 2029, subject to the HCSO's right to terminate at the end of each calendar year pursuant to the Official Code of Georgia Annotated § 36-60-13, or as otherwise provided in the Contract.

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Proposal Submission

- a. These instructions will bind proposers to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.
- b. Proposals may be submitted by mail, common carrier or delivered in person. **Fax or electronic proposals are not acceptable.** It shall be the duty of each proposer to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the HSCO. Any proposal received at the office designated in this document after the exact time and date specified, will not be considered. If a late proposal is received via carrier, it will be marked "late proposal" and will not be opened. If a late proposal is hand delivered, it will be returned unopened to the presenter.
- c. At the date and time specified for the opening of the proposal, the proposal shall be publicly open and read aloud for the information of proposers and others present.
- d. The proposal must be submitted **in a sealed envelope/parcel** on or before the date and time stated in this document and is to be mailed or delivered to:

Henry County Sheriff's Office
Attention: Chandra D. Brown
Director of Legal Affairs
120 Henry Parkway
McDonough, Georgia 30253
RFP #24-01

To Provide Comprehensive Inmate Healthcare Services
at the Henry County Jail and Annex

- e. The Submittal Checklist must be reviewed, and the **Proposer is to comply with the order of the submittal of documents.** This document along with the cover page (page 1) is to be included with the proposal.
- f. The following items are to be submitted:
 - One (1) bound clearly marked “Original,” of the proposal documents
 - **Six (6) digital copies in PDF format on a USB flash drive identical to the original proposal documents.** The USB flash drive should be labeled with the RFP number and proposer’s name.
 - **One (1) original “Cost Proposal.” *The Cost Proposal is to be submitted in a separate sealed envelope and marked “Cost Proposal.”***
- g. The bound proposal must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.
- h. If descriptive literature is attached to the proposal, your firm’s name must be on all sheets submitted.
- i. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Proposal request. The failure or omission of any proposer to examine any form, instrument or document shall in no way relieve any proposer from obligations in respect to the proposal submittal or the compliance of the terms, conditions and requirements of the proposal.
- j. Individual contractors shall provide their Social Security number and proprietorships, partnerships and corporations shall provide their Federal Employer Identification number on page one of this proposal documents and provide a completed W9 form to be submitted with the proposal.
- k. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the Cost Proposal Form is in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the proposal.
- l. Any documentation submitted with or in support of a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Proposals

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled, and checked for accuracy. The unit price will prevail in case of errors.

3. Clarification and Communication to HCSO Concerning Proposal

- a. From time to time, the HCSO may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. **It is the responsibility of the Proposer to ensure that they have all applicable addenda prior to the proposal submission. Therefore, we encourage all Proposers to frequently review the Henry County Sheriff's Office website:**

henrycountysheriffga.gov

All addenda forms must be signed and submitted with the proposal. Failure to respond and acknowledge any addenda, even after the proposal opening, shall result in a non-responsive proposal.

- b. The successful firm's proposal and all addenda will become a part of the agreement resulting from this document.
- c. Proposers seeking an award of a HCSO contract **shall not** initiate or continue any verbal or written communication regarding a solicitation with any HCSO officer, elected official, employee or other HCSO representative without permission of the Selection Committee between the date of the issuance of the solicitation and the date of the final contract award by the HCSO. Violations will be reviewed by the Selection Committee. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION** to the above would be emailing request for clarification and/or questions to the HCSO, Attention: Chandra D. Brown - cdbrown@co.henry.ga.us. (These requests will be answered in an addendum. Please see schedule of events.)

4. Pre-Proposal Conference and Site Visit

A pre-proposal conference and site visit will be held at 10:00 a.m. EST. on the 2nd day of April 2, 2024, at the Henry County Sheriff's Office, 120 Henry Parkway, McDonough, Georgia 30253. Interested proposers are strongly encouraged to attend and participate in the pre-proposal conference and site visit. For information regarding the pre-proposal conference, please contact, Chandra D. Brown at (770) 288-7043 or via e-mail cdbrown@co.henry.ga.us.

5. Proposal and Contract Documents

- a. A proposal executed by an attorney or agent on behalf of the proposer shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the proposer.
- b. **Corporation:** If the Proposer is a corporation, the proposal must be submitted in the name of the Corporation, not simply the corporation's trade name. In addition, the proposal must be signed by an officer of the corporation.
- c. **Partnership:** If the Proposer is a partnership, all partners must sign the proposal. If all the partners do not sign the proposal, then the names of all those except limited partners must be furnished on the proposal and evidence of the authority of the signer(s) to execute the proposal on behalf of the partnership.
- d. **Limited Liability Company (LLC):** If the Proposer is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

- e. **Sole Proprietorship or Individual:** If the Proposer is a sole proprietor or individual, a signature is required on all bid documents by that individual.
- f. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- g. Contract Term – The time period of the agreement, if any is formed from this RFP, will be determined after the review and evaluation of the Timeline Schedules submitted by the successful Consultant.

6. Exceptions and Omissions

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

7. Alterations of Solicitation and Associated Documents

Alterations of the HCSO documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response.

8. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the RFP to the HCSO, or any work performed in connection therewith is the responsibility of the vendor(s).

9. Codes, Permits, Fees, Licenses and Law

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. § 43-41-17.
- c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the proposal, must be signed by the contractor, and will become part of the contract.

10. Safety

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

11. Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

12. Statement of Warranty

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

13. Non-collusion

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 or § 59.1-9.1 through 59.1-9.17 or §§ 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

14. Nondiscrimination

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

15. Drug Free Workplace Certification

By signing the Supply Service Contract form, the Contractor certifies that the provisions of O.C.G.A. §50-24-1 through §50-24-6, relating to the "Drug-Free Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from

that subcontractor the following written certification:

“As part of the subcontracting agreement with (Contractor’s name), (Subcontractor’s name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of O.C.G.A. §50-24-3.”

- c. The Contractor further certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
 - 1) The Contractor has made false certification hereinabove; or
 - 2) The Contractor has violated such certification by failure to carry out the requirements of the O.C.G.A. §50-24-3.

16. Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the HCSO and the successful Contractor.

17. Supplier Inclusion Program

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. Please see the Supplier Inclusion Program form for a description of each of these type businesses.

18. County’s Tax Exemption

The HCSO is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by the HCSO. Exemption certificates furnished upon request.

19. Award of Contract

- a. The HCSO desires to complete the award process in a timely manner. The HCSO reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the HCSO with price and other factors considered. The HCSO may elect to waive any technicalities. The proposal will be awarded to highest scored proposer(s), if awarded.
- b. The HCSO reserves the right to reject any proposal if the evidence submitted by or investigation of the proposer fails to satisfy the HCSO that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer.

Responsibility - The determination of the proposer’s responsibility will be made by the HCSO based on whether the proposer meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously.
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of proposer to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the proposal or the contract

Responsiveness - The determination of the proposer's responsiveness will be made by the HCSO based on a consideration of whether the proposer has submitted complete proposal documents, meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- c. The HCSO is subject to making records available for disclosure after the Sheriff's approval of the recommendation. The award shall be made by the Sheriff. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

20. Local Vendor Privilege

- a. There is established in Henry County, a local vendor privilege. Bids or proposals awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or proposals received from local vendors will be given preference if such bid or proposal is responsive and within five (5) percent of the low bid submitted by any out-of-county bidder. In such instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the county, the bid shall be awarded to the local vendor.
- b. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
 - The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Henry County; and
 - The business or supplier must have a current occupational tax certificate; and
 - The business or supplier must have paid all real and personal taxes owed the county; and
 - The business or supplier must certify its compliance with the Georgia Security and Immigration Act.
- c. This policy shall not apply to any bid or proposal for material, equipment or services in excess of one hundred thousand dollars (\$100,000.00). In such cases, the bid award shall be subject to the

competitive bidding requirements as otherwise provided herein or general law.

SECTION II - SPECIFICATIONS

SCOPE

The Henry County Sheriff has the constitutional duty and responsibility to operate the Henry County Jail and Annex and to ensure that inmates housing in said facility are provided health care services at a standard of care that meets or exceeds constitutional requirements. The successful proposer shall provide qualified and competent health care professional to deliver professional medical, dental, mental health and all related healthcare services to include but is not limited to, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management and administrative support services, to provide professional healthcare services for the inmates at the Henry County Jail and Annex, in accordance with *Attachment Section II, Contract Specifications/Technical Proposal* for comprehensive inmate healthcare services for Henry County Jail and Annex. *Attachment Section II* is attached and included herein by reference.

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**ATTACHMENT SECTION II
CONTRACT SPECIFICATIONS/TECHNICAL PROPOSAL
TO PROVIDE COMPREHENSIVE INMATE HEALTHCARE SERVICES
AT THE HENRY COUNTY JAIL AND ANNEX**

NOTE: The Henry County Sheriff's Office (hereinafter referred to as "HCSO") is soliciting proposals from qualified bidders for Comprehensive Inmate Healthcare Services at the Henry County Jail and Annex (hereinafter referred to as "HCJ").

The selected Health Service Provider (Provider) will operate and manage the delivery of comprehensive healthcare services to inmates incarcerated at the HCJ. The Provider shall achieve compliance with acceptable standards of care. The Provider will be responsible for the evaluation, treatment, prescribing and administering medications, monitoring inmates who have been determined to need medical, mental and/or dental services.

For the purposes of this agreement, qualified medical, mental and dental personnel includes physicians, nurse practitioners, physician assistants, psychiatrists, psychologists, nurses, psychiatric nurses, psychiatric social workers, dentists, dental hygienists, specialist, and technicians, and others who by virtue of their education, credentials, and experience are permitted by law to evaluate and care for the medical, mental health and dental needs of inmates NCCHC, 2014, J-A-02; J-E-05; J-E-06).

The Provider must indicate whether they understand and agree to comply with each of the applicable contract specifications set forth below by checking the boxes provided.

I. STANDARDS

COMPLY: YES NO

For the duration of this Contract, comprehensive medical services must be provided to comply with the Constitution of the United States of America, the Constitution of the State of Georgia, CDC guidelines, OSHA standards, and any other appropriate federal, state or local authority. In addition, medical services must be provided in compliance with the "Standards for Health Services in Jails," Revised 2018, as amended or revised during the term of this contract established by the National Commission on Correctional Health Care (NCCHC), 1145 W. Diversey Parkway, Chicago, IL 60614, Phone: (312) 528-0818, and the "Performance-Based Standards for Adult Local Detention Facilities," Fourth Edition, as amended or revised during the term of this contract established by the American Correctional Association (ACA), 206 North Washington Street, Suite 200, Alexandria, Virginia, 22314, Phone: (703) 224-0000, and any other accrediting body selected by the Henry County Sheriff's Office. The Provider shall be deemed in compliance with these accreditation requirements if they perform all duties within their immediate control in order to achieve accreditation on time and promptly notify the Sheriff's Office where the performance affects the viability of accreditation.

II. START-UP REQUIREMENTS

COMPLY: YES NO

The Provider will be responsible for all things necessary to provide all healthcare services set forth in the Contract and Contract Specifications as of the commencement date specified in the Contract. The Provider shall develop and implement clearly defined written site-specific policies and procedures to include at a minimum, those required by NCCHC and ACA standards in correlation with HCSO's policies and procedures for service delivery.

III. KEY PERSONNEL

COMPLY: YES NO

The Provider must recruit, interview, hire, train and supervise all healthcare staff. The healthcare staff must be adequate to meet all conditions and specifications of this Contract. All personnel made available by the Provider to render services hereunder shall be licensed, certified, or registered, as appropriate, in their respective areas of expertise, as required by applicable Georgia law and accepted standards of medical, mental and dental practices. The Provider shall recommend and make provisions for staff to obtain certification in correctional health care. The Provider may submit with the proposal the resumes and signed letters of intent for key personnel to accept employment. All staff shall meet the background and security clearances of the Sheriff's Office.

The specifications for key personnel must be strictly met as indicated below:

A. Health Services Administrator (HSA)

1. The Provider shall employ a full time Health Services Administrator with the authority to oversee the administrative requirements of health care programs such as mental health, recruiting, staffing, data gathering, financial monitoring, policy and procedures development and review, contracts, health record keeping and other management services.
2. Must have a minimum of two (2) consecutive years of experience as a full time HSA at a correctional facility with an Average Daily Population (ADP) greater than or equal to five hundred (500) inmates or one (1) year as a full-time regional manager of a correctional medical service system wherein the managed region has at least one (1) site with an ADP of greater than five hundred (500) inmates.
3. Must have a master's degree in Social Work and have a current license (LCSW) to practice in the State of Georgia
4. The HSA must be present in the HCJ not less than forty (40) hours per week, at least five (5) days per week. In the absence of the HSA, the Provider will designate an individual to serve as the acting HSA.

B. Medical Doctor

1. The Provider shall employ Medical Doctor who is Board Certified in one of the following: Family Practice, Internal Medicine, Surgery or Emergency Medicine.
2. Must be Board Certified in Family Practice, Internal Medicine, Surgery or Emergency Medicine.
3. Must have a minimum of two (2) consecutive years of experience as a Medical Director in a correctional facility with an ADP of greater than five (500) inmates. Certification in correctional health care is preferred.
4. The Medical Doctor must be present in the Jail not less than forty (40) hours per week at least five (5) days per week and shall be available on-call twenty-four (24) hours per day for any emergencies and/or consultations. Sunday for four (4) hours consecutively, between the hours of 9:00 a.m. and 5:00 p.m., and Holidays for two (2) hours consecutively between the hours of 9:00 a.m. and 5:00 p.m.

C. Psychiatrist

1. Must be a Psychiatrist licensed to practice in the State of Georgia as determined by the Georgia Composite Medical Board.
2. Must have a minimum of two (2) years of experience in a correctional facility with an inmate Average Daily Population (ADP) greater than 500, psychiatric outpatient clinic or in a diagnostic clinic.
3. Must be present in the HCJ not less than twenty (20) hours per week, at least four (4) days per week, Sundays are not included
4. In the absence of the Psychiatrist, the Provider will designate an individual to serve as the acting Psychiatrist.

D. Dentist

1. Must be licensed to practice dentistry in the State of Georgia. Must have a minimum of three (3) years as a Dentist at a correctional facility with an inmate Average Daily Population (ADP) greater than 500.
2. Must be present in the HCJ not less than twenty (20) hours per week, at least three (3) days per week, Saturdays and Sundays are not included.

E. Director of Nursing

1. The Provider shall employ a full time Director of Nursing with the authority to manage, direct, supervise and schedule nursing supervisors, Registered Nurses, Clinical Nurses, Licensed Practical Nurses and Medical Assistances.
2. Must be a licensed Registered Nurse (RN) within the State of Georgia.
3. Must have a minimum of at least two (2) consecutive years' experience in a nursing supervisory position in a correctional facility with an ADP of greater than five hundred (500) inmates.
4. Must have a bachelor's degree in nursing (BSN).
5. The Director of Nursing must be present in the HCJ not less than forty (40) hours per week, at least five (5) days per week. In the absence of the Director of Nursing, the Provider will designate an individual to serve as the acting Director of Nursing.

F. Health Information Manager (Medical Records)

1. Must be a licensed accredited Health Information Technician.
2. Must have three (3) years of experience in Health Information.
3. Must have a minimum of one (1) year experience in Health Information Management in a correctional facility with an inmate ADP of greater than 500 Hundred (500).

4. Must have a minimum of one (1) year experience managing an electronic health records system.
5. Health Information Manager shall be responsible for all medical records, including mental health and dental.
6. The Health Information Manager must be present in the HJC not less than forty (40) hours per week at least five (5) days per week. In the absence of the Health Information Manager, the Provider will designate an individual to serve as the acting Health Information Manager.

G. Senior Clinical Personnel

1. The Provider shall identify the need, schedule, coordinate and pay for all Senior Clinician (Physician Assistant, Registered Nurse Practitioner, or Licensed Professional Counselor) services rendered to inmates. The Provider shall identify all responsible Senior Clinical personnel responsible for performing sick calls Sunday through Saturday for every HCJ, for follow-up appointments in the medical service area, for annual physical examinations, and for twenty-four (24) hour emergency(ies) on call coverage.
2. At a minimum, at least one (1) Senior Clinical staff member will be on-site between the hours of 8:00 a.m. and 9:00 p.m. Monday through Friday, Saturday 9:00 a.m. to 9:00 p.m., and Sunday for four (4) consecutive hours between the hours of 9:00 a.m. – 5:00 p.m.

H. Nursing and Other Personnel

1. All nursing personnel (including paramedics), mental health technician must have graduated from an accredited Registered Nurse or Licensed Practical Nurse program and hold applicable licenses.
2. All other ancillary personnel (X-ray Technicians, Physical Therapists, Occupational Therapist, Phlebotomists, HIV Specialist, and Medical Assistants) must meet applicable state regulatory requirements and community certification training standards. The Provider shall ensure that all staff have CPR certification.

Substitution of Personnel Continuous Performance of Key Personnel: Unless substitution is approved of this section, Key Personnel shall be the same personnel proposed in the Provider's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Provider from working under this Contract as described in the RFP or the Provider's Technical Proposal without the prior written concurrence of the by the designated HCSO Representative.

IV. STAFF REQUIREMENTS	COMPLY: ___ YES ___ NO
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A. General

1. The Provider shall furnish all medical, mental and dental professionals, technical and support personnel necessary for rendering medical and mental healthcare services to inmates at the HCJ as described herein.

2. The Provider shall provide adequate staff to meet all conditions and specifications of this Contract.
3. The Provider shall ensure that all staff is licensed, certified, or registered, as appropriate, in their respective areas of expertise.
4. The Provider must have a strong administrative team that regularly communicates with and is responsive to the Sheriff's Administration and Jail Staff.

B. Security

1. The Provider staff shall meet the background check and security clearance of the HCSO.
2. Any person who is an employee, agent, independent contractor or subcontractor of the Provider who enters the HCJ may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the HCSO.

C. Recruiting and Hiring

1. The Provider will have the resources to recruit qualified professionals and develop and implement staff retention systems aggressively and creatively.
2. The Provider will be able to demonstrate low company turnover rates, particularly by the following positions: Health Services Administrator, Medical Doctor, Psychiatrist Mental Health Counselor, Nurse Practitioner, Physician Assistant, Dentist, Registered Nurse and Licensed Practical Nurse.
3. All staff qualifications must meet the requirements of the Georgia Board of Registration in Medicine, the Board Certified in Dentistry, the Board Certified in Psychiatry, the Board of Registration in Nursing, the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), Immigration and Customs Enforcement (ICE) standards for medical care, and other applicable regulations.
4. All other ancillary personnel (X-ray Technicians, Physical Therapists, Occupational Therapist, Phlebotomists, HIV Specialist, and Medical Assistants) must meet applicable state regulatory requirements and community certification training standards. The Provider shall ensure that all staff have CPR certification.

D. Staff Chart

1. The Provider shall submit staff charts for each year of this Contract, indicating the positions, including the number of Full Time Equivalent (FTE) staff required to fulfill all requirements under this Contract. This chart indicates the minimum number of staff, which the Provider will be required to maintain during the Contract Period, unless subsequently modified by mutual written agreement of the Provider and the Sheriff. **ATTACHMENT B IS ATTACHED AND INCLUDED HEREIN BY REFERENCE.**
2. The Staff Chart shall be completed in full in response to this request and made a part of this Contract. The Staff Chart shall be used as a basis for calculating a reduction in the Provider's monthly invoice due to vacancies in a given position shown on the chart .

3. The Provider will provide a regular monthly report to the designated HCSO Representative of all vacancies, recruitment efforts, and proposed new hires by position and vacancy/start date, as applicable. Additionally, the Provider shall submit any and all materials requested by the designated HCSO Representative for review when making qualification decisions, including a signed application for employment.
4. No personnel shall be allowed to work hours for two different staffing positions and the Provider receive credit for filling two staffing vacancies.

E. Attendance Records

1. The Provider shall furnish the Sheriff and/or his designee with daily an attendance record for each month, including the names and hours worked for each person performing the duties for each position set forth in the Staff Chart for that contract period, including contracted staff. The Provider shall make attendance records available no later than the 5th of the following month.
2. The Provider shall maintain an attendance log and daily staffing schedule for healthcare personnel. The adequacy of staffing shall be reviewed monthly and as needed by the Sheriff and/or his designee and Jail Operations Commander and/or her designee.
3. The Provider shall daily submit daily staffing log for healthcare personnel electronically daily to the Jail Operations Commander and/or her designee.

F. On Call Staffing

The Provider will ensure that a medical doctor, psychiatrist or mental health counselor and a health services supervisor are on call at all times.

G. Call Back Coverage

1. The Provider shall make provisions for the call back of sufficient physician, mental health counselor, nursing and other support staff to meet any emergency or mass casualty situation that may arise.
2. Routine call back coverage for individual medical emergencies shall be arranged at the discretion of the Provider so as to minimize outside referral and transportation costs.
3. The Provider shall provide call back for on-site suturing or any other direct or ancillary service.
4. The Provider shall provide on call physician to deliver on call coverage whenever a physician is not present at the HCJ. The on-call physician shall respond by telephone within fifteen (15) minutes of the telephone call for service and shall provide direction to the caller. If requested to do so or the situation warrants direct assessment, the on-call physician shall report to the HCJ within one (1) hour after notification.

H. Nursing Wages

Competent nursing staff cannot be retained if the hourly wages are consistently and substantially below the average wages for nursing staff of comparable levels of training and experience. A

vital factor in a consistent, efficient medical and mental health care delivery system at the HCJ is the hiring and retention of competent nurses. It is also considered important that wages be consistently at the average for the Atlanta metro area. The average hourly wage of Registered Nurses, Psychiatric Nurse Clinical Nurses, Licensed Practical Nurses, Nurses' Assistants, and Medical Assistants shall be no less than one dollar (\$1.25) of the U.S. Department of Labor Consumer Price Index.

I. Full Time Equivalent (FTE)

References to Full Time Equivalent (FTE) refers to positions that are staffed by a single person, forty (40) hours per week, receiving full time employee benefits, such as health care, vacation and retirement.

J. Part -Time Employees

No more than twenty percent (20%) of all of the Provider's employees in each staffing position shall be part-time. A part-time employee is any person who works less than 36 hours weekly and/or does not receive employee benefits, such as health care, vacation and retirement. At no time shall there be greater than fifty (50) percent of the part-time employees of the Provider's staff working on-site.

K. Staff Orientation and Training

1. The Provider within thirty (30) days after Contract Commencement, develop and maintain a present/past employees training database. The contents of this database are to include the following:
 - a. Logs of Staff attendance at the Provider orientation, training and refresher training sessions.
 - b. Logs of Staff credentialing/license renewals.
2. Develop and maintain a comprehensive competency-based orientation plan/program for new Staff. The orientation program shall include a review of Departmental Policies and Procedures (P & P) and how to access the HCSO P & P manuals, Medical Records, HIPPA and Confidentiality training, CPR training, basics of working in a jail setting and a review of the limits of the scope of responsibility.
 - a. The complete plan and schedule shall be provided to the HCSO by the commencement date specified in the Contract, and it shall be updated no less than annually. The plan shall provide competency check lists evidencing successful completion of competency training, which shall be accessible in the credentialing files of all licensed personnel and of all personnel working under the license of professional personnel.
 - b. Logs of attendance shall be maintained for these programs and be available to the HCSO for review.
 - c. At a minimum within 30 days of new hire and within 30 days before or after the anniversary date of the initial training, refresher competency training shall be held in each of the following areas:

- | | |
|---|---|
| i. Correctional medical, mental and dental healthcare practices | vii. Provider Policies & Procedures |
| ii. Terms of this RFP, and interrelationships with the HCSO non-Custody and Custody staff | viii. Prescribing practices |
| iii. Working with the Inmate population, boundaries, and potential manipulation | ix. Best practices in provision of inmate healthcare (medical, mental and dental) |
| iv. Working with individuals with serious mental illness | x. Scope of practice |
| v. Suicide prevention | xi. Electronic Health Records training (EHR) |
| vi. HCSO Directives | xii. Training on Prison Rape Elimination Act (PREA) |
| | xiii. Training on HIPPA compliance and confidentiality |
| | xiv. Emergency Medication |

d. Develop and implement orientation training for its Staff covering subjects related to this RFP. Training shall be in compliance and consistent with NCCHC and ACA standards, and the applicable practice requirements of any regulatory body with jurisdiction over the provision of these health care services.

e. Implement refresher training on any revisions to directives, manuals, policies, protocols, and procedures and institute a program of annual refresher training. Logs of attendance shall be available for the HCSO to review within thirty (30) days of the event occurrence.

K. Removal of Staff

In the event the Sheriff and/or his designee, become dissatisfied with the services rendered by any Provider employee, contractor, subcontractor or assignee, the Provider shall exercise due diligence to correct the problem to the Sheriff's satisfaction. Failing therein, the Provider shall remove or cause the removal of the identified individual within a reasonable time not to exceed seven (7) days. The Provider shall locate and install an acceptable replacement during said reasonable time to ensure full staffing.

In the event the Provider is directed by the designated HCSO Representative to replace staff originally hired as a Key Personnel under the RFP, the Provider may request approval from the designated HCSO Representative to keep that staff person employed under the RFP, but placed in a lower level position. The designated HCSO Representative will provide approval/disapproval of said request within 5 days.

The HCSO reserves the right to exclude staff from the HCJ and to consider the absence a failure to provide staff in accordance with the core staffing schedule and/or the staffing proposed by the

Provider if it is determined that an individual's performance is less than what is considered to be necessary to meet the job requirements and position description for that job, regardless of staff level or length of service.

L. Agency Staffing

The Provider shall not employ agency nurses to satisfy any of the requirements set forth in the Contract or the Contract Specifications.

M. Inmate Labor

The Provider shall not use inmate labor in the direct rendering of any inmate medical services.

N. Weekly Meetings

The Provider shall attend weekly medical and mental health concerns meetings with the Jail Commander Staff to discuss treatment plans and develop behavior modification plans for disorderly inmates.

V. INTAKE/RECEIVING SCREENING	COMPLY: ___ YES ___ NO
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- A. The Provider shall perform an initial evaluation to determine if the arrestee can be accepted into the HCJ. If the initial evaluation concludes that the arrestee requires additional medical attention/treatment in a hospital setting then Provider's Physician must complete the appropriate forms with all parties' signatures (HCSO, Provider and Arresting Agency).
- B. The Provider shall perform receiving screening on all persons that are booked into the HCJ in compliance with NCCHC and ACA standards.
 - 1. The initial screening will identify those inmates with medical conditions, dental needs, mental disorder, inmates in need of segregation or close supervision, and those with suicidal tendencies.
 - 2. The Provider shall staff the Intake/Receiving Area minimally with a Registered Nurse or a Paramedic to cover the female and the male intake area, twenty-four (24) hours a day, seven (7) days a week.
- C. Provider shall performed an initial evaluation on all inmates within 4 hours upon their arrival to the HCJ, 24 hours a day, seven days a week by trained and qualified healthcare personnel, to include a paramedic, at all times. A penalty of \$150.00 will be assessed for each inmate that has not received a completed intake receiving screening within (4) hours of incarceration at the HCJ. This penalty will continue daily until the receiving screening has been finalized.
- D. Where an inmate screening is not performed due to the inmate's condition, i.e., combative, severely intoxicated or for other reasons relating to the correctional facility, the reason for such lack of screening shall be immediately and fully documented in the inmate's medical records.
 - 1. The Provider shall make and document observations of inmates that cannot be immediately screened a minimum of every two (2) hours and must screen the inmate within eight (8) hours of their admission to the facility.

2. The Provider shall refer inmates for emergency or additional health services at the time of the receiving screening. Treatment will be initiated where appropriate. Pregnant female shall have documented fetal heartbeats on admission if fetus is viable, approximately twenty (20) weeks gestation.
- E. At a minimum, the Receiving Screening shall include, but not limited to:
1. An individual and confidential interview using the Intake/Receiving Screening form.
 2. Documentation of current illnesses and health problems, including medications taken, special health requirements, and any mental health illnesses.
 3. Notation of body deformities, trauma markings, bruises and ease of movement.
 4. Check conditions of skin and body orifices, including rashes, infestations, needle marks or other indications of drug abuse.
 5. Medication, special housing and emergency health services will be addressed immediately when appropriate.
 6. Purified Protein Derivative (PPD) skin test administered and read within seventy-two (72) hours. When contraindicated a chest x-ray will be ordered and performed within five (5) days of admission.
 7. Vital signs, i.e. temperature, blood pressure, pulse, respiration, height, and weight.
 8. RPR, GC/Chlamydia collection for persons presenting with symptoms.
 9. Pregnancy test for all females upon entry. All pregnant arrestees shall be identified and triaged appropriately.
 10. A mental health assessment of any inmate identified as having a current mental illness or whose screening indicates the possibility of a mental illness, suicide ideation and/or unstable mental health condition mental health counselor contacted immediately.
 11. Dental receiving screening documented using approved charting system and immediately forwarded to the Dentist.
 12. An evaluation of urgent medications required by the inmate for chronic disease maintenance and infectious disease care and provide those medications required for health maintenance during the intake /receiving screening process.
 13. Medications brought in or self-reported shall be verified and documented.
 14. Emergency medication related to other conditions shall be provided.
 15. Check incoming inmates for missing teeth and any signs of dental disease.

VI. INTOXICATION/WITHDRAWAL/DETOXIFICATION COMPLY: ___ YES ___ NO

All inmates received at the HCJ with evidence of intoxication or withdrawal secondary to substance abuse shall be provided immediate medically necessary treatment, including detoxification from opiate and alcohol dependence.

Detoxification will be done only under medical supervision and in accordance with federal, state and local laws and regulations.

The Provider shall coordinate its program with local and regional alcohol and drug treatment programs, including a self-help/peer support program, where possible.

VII. FOLLOW-UP CARE COMPLY: ___ YES ___ NO

The Provider shall provide the necessary follow-up for inmate medical problems identified by any of the receiving screening or laboratory tests, including, but not limited to in-patient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medication, and consultation with specialty physicians.

The Provider shall refer inmates in a timely manner to outside specialists in all cases when the Provider lacks the resources to treat in a timely manner the medical or mental conditions of such inmates. Accordingly, the Provider shall coordinate timely access to Piedmont Henry Hospital's specialists for such inmates and implement all necessary testing needed for specialty consultations.

VIII. 14 DAY HEALTH ASSESSMENT EXAMINATION COMPLY: ___ YES ___ NO

- A. The Provider must perform a comprehensive follow-up appraisal, including a complete physical examination on any inmate confined in the HCJ within fourteen (14) calendar days of incarceration. A penalty of \$200.00 per day will be assessed beginning on the 15th day of incarceration and will continue until the examination has been completed. Inmates identified with clinically significant findings because of a comprehensive screening receive an initial health assessment no later than two (2) days from incarceration. A penalty of \$200.00 per day will be assessed on the 3rd day of incarceration and will continue until the examination has been completed.
- B. The comprehensive health appraisal must include a review of the preliminary health screening as well as additional data necessary to complete the medical, psychiatric histories (mental health) and dental.
- C. The physical examination conducted as a part of the health appraisal shall be performed only by an appropriately trained Registered Nurse, Nurse Practitioner, Physician Assistant or Medical Doctor and shall include minimally:
 - 1. Heights, weight, pulse, pressure, temperature and respiration.
 - 2. Laboratory and/or diagnostic tests to detect communicable diseases, including sexually transmitted diseases, tuberculosis, and HIV and other tests shall be performed on all inmates no later than the time of the comprehensive follow-up examination. Such tests shall be performed prior to the comprehensive follow-up examination where clinically indicated.
 - 3. Any additional laboratory work or tests as directed by the Medical Doctor.

4. An EKG shall be performed on all inmates age forty (40) years or older or as determined by the physician.
 5. For females, the collection of gonorrhea and chlamydia cultures and pap smear shall be performed where clinically indicated. The health assessment of women shall include inquiry about menstrual cycle and unusual bleeding, the current use of contraceptives, the presence of an IUD, breast masses, nipple discharge and possible pregnancy, plus prenatal, postnatal care and delivery, where applicable.
- D. The Provider shall perform reviews, medical examinations, medical summaries or certifications necessary for food handling and work clearances within twenty-four (24) hours from the time such service is requested and the name(s) of inmate(s) are provided to the Provider.

IX. MENTAL HEALTH CARE

COMPLY: YES NO

- A. The Provider is responsible for providing inmates with necessary mental health services. This shall include the assessment and evaluation of mentally ill and suicidal inmates, and communication with the health care staff to ensure that the appropriate psychotropic medication is being administered. The mental health program shall include referral, diagnosis and treatment on mental health conditions.
- B. The Provider Intake staff shall complete an initial mental health screening on all inmates. The intake staff shall make referrals to a qualified mental health professional. Upon referral, the Provider will identify appropriate treatment plan and care during incarceration. The Provider shall review all referrals within twenty-four (24) hours. The Provider shall assess all referred patients within seventy-two (72) hours after receipt of the referral.
- C. A licensed psychiatrist shall be on call 24 hours per day for consultation and available in- person for evaluation and intervention at the HCJ. At a minimum, a licensed mental health professional shall provide on-site assessments of inmates with clinical symptoms daily.
- D. All health care staff must be properly trained on the symptoms and treatment of those inmates who are at risk for suicidal and/or homicidal acts. Detailed policies and procedures must be in place for both the on-site medical treatment of such inmates and for referrals to the mental health preferred provider when medically necessary for continued treatment.
- E. The Provider shall ensure that Mental Health Assessments are performed on all inmates who are within the confines of the HCJ within fourteen (14) days (**HEALTH ASSESSMENT EXAMINATION**) or sooner if an emergency exists. Mental Health Assessments will be performed by a qualified mental health professional and completed during both the day and evening shifts. However, all new Admissions within twenty-four (24) hours of entering the HCJ from the community or another correctional system, whether as a new Admission, a parole/probation violator or an escapee, shall be managed consistent with the HCSO's Health Assessment Policy. A penalty of \$250.00 per day will be assessed beginning on the 15th day of incarceration and will continue until the Mental Health Assessment has been completed.
- E. The mental health evaluation will include a structured interview by a qualified mental health professional and shall comply with NCCHC J-E-05, Mental Health Screening and Evaluation.
- F. The Provider will refer mental health patients to community mental health agencies after incarceration for continuity of care and participate in Discharge Planning with identified

Accountability Court Programs, Community based programs, and other community based mental health providers.

X. DENTAL HEALTH CARE **COMPLY: ___ YES ___ NO**

- A. Provider shall provide a dental program for the entire inmate population, consisting of basic dental services to include extractions, oral hygiene, the prescribing and availability of appropriate pharmaceuticals, temporary filling of exposed and/or infected teeth, pulp, incision and drainage, control of bleeding and any indicated surgery.
- B. The Provider's Intake staff shall complete an initial oral screening on all inmates. A dental screening shall include charting decayed, missing and filled teeth, and taking a dental history of the inmate; a dental record shall be maintained as part of the medical record of the inmate.
- C. The Provider shall ensure that Oral Screenings are performed on all inmates who are within the confines of the HCJ within fourteen (14) days (**HEALTH ASSESSMENT EXAMINATION**) or sooner if an emergency exists, to include dental education and oral hygiene instruction. Oral Screenings shall be performed by a qualified health care professional and completed during both the day and evening shifts in compliance with NCCHC J-E-06, Oral Care.
- D. The Intake staff shall make referrals to the Provider. Upon referral, the Provider will identify appropriate treatment plan and care during incarceration. The Provider shall review all referrals within twenty-four (24) hours. The Provider shall assess all referred patients within seventy-two (72) hours after receipt of the referral.
- E. The Provider shall establish a system that can identify, isolate and track inmate referral cases.
- F. The Provider will provide dental treatment based on a list of dental priorities and not limited to extractions, when the health of the inmate would otherwise be adversely affected as determined by the dentist.
- G. Within ninety (90) calendar days of admission, a dentist shall perform a dental examination. A penalty of \$100.00 per day will be assessed on the 91st day of incarceration and will continue until the dental examination has been completed. An annual dental examination shall be performed on each inmate confined for more than one (1) year. A penalty of \$100.00 per day shall be assessed on the 366th day of each inmate's incarceration until the annual dental cleaning is complete.

XI. WOMEN'S HEALTH CARE **COMPLY: ___ YES ___ NO**

- A. The Provider shall be responsible for the provision of medically necessary health services to the female inmate population in accordance with NCCHC and ACA standards.
- B. The Provider shall establish policies and procedures specific to the health care of inmates, which must include, at a minimum, the following:
 - 1. Sexually transmitted disease screening of HIV, syphilis, gonorrhea and chlamydia cultures on all females, to include laboratory conformation, treatment, and follow up as clinically indicated.
 - 2. PAP smears within fourteen (14) days (**HEALTH ASSESSMENT EXAMINATION**) of inmate arrival into correctional system. The Pap smears must be consistent with the American

Cancer Society recommendations. Inmates who are returned to the system within one (1) year of the initial test will not be retested, unless they are HIV infected. In that case, they will be tested every six months.

3. Physical examination that includes inquiry about menstrual cycle and unusual bleeding, the current use of contraceptives, the presence of an IUD, breast masses, nipple discharge and possible pregnancy plus prenatal, postnatal care and delivery, where applicable.
- C. The Provider shall establish policies and procedures specific to the health care of pregnant inmates, which must include, at a minimum, the following:
1. Pre-natal care, which includes regular monitoring by a Medical Doctor, Nurse Practitioner or Physician Assistant.
 2. Provision of appropriate vitamins, caloric diet and any other medication needed to treat existing medical conditions.
 3. Identification and disposition of high-risk pregnancies, to include appropriate timely referrals the Piedmont Henry Hospital Obstetrics/Gynecology Clinic.
 4. Postpartum care, including regular monitoring up to six weeks after childbirth (i.e., mental, physical, and emotional health).

XII. CHRONIC ILLNESS/DISEASE COMPLY: YES NO

- A. The Provider shall operate a comprehensive chronic care program that ensures that conditions requiring chronic care are appropriately diagnosed, treated, and controlled to prevent and minimize decompensation.
- B. Chronic care conditions minimally shall include patients with chronic medical problems such as asthma, diabetes, epilepsy, hypertension, infectious diseases, developmental disabilities, other disabilities, conditions related to aging and terminal illness.
- C. The Provider shall schedule chronic care evaluations and implement individualized treatment plans that minimize acute hospital care services and prevent misuse of primary care services.
- D. Chronic care patients shall be provided a review by a registered nurse or midlevel provider every three (3) months and a physician review minimally every six (6) months and at more frequent intervals when clinically indicated.
- E. The Provider shall refer chronically mentally ill individuals to the Psychiatrist.
- F. The Provider shall develop and maintain an electronic log, using MS Excel, of all chronic care clinic encounters. Alternatively tracking may be completed via electronic medical records if such a report can be derived from the system. The chronic care log minimally shall include the following data elements: Inmate Number, Intake Date, Update Date, Full name, Race, Date of Birth, Service Area, Diagnosis #1, Diagnosis #2, Diagnosis #3, Date of Baseline exam, Date of last clinical evaluation, Date of next clinical evaluation, Active/Inactive, Date of inactivity, and Discharge Date .

XIII. INFECTIOUS DISEASE

COMPLY: ___ YES ___ NO

- A. The Provider shall operate a comprehensive infection control program that ensures that communicable diseases are appropriately diagnosed, treated, and controlled to prevent and minimize infectious disease outbreaks. The infection control program must follow CDC guidelines and OSHA regulations. The Provider shall provide staff specifically oriented and trained to comprehensively support the HCJ's Infectious disease program.
- B. The Provider shall provide a designated staff member solely responsible for all infectious disease screenings (positive PPD, TB, hepatitis, etc.) in accordance with the standards established by the National Commission on Correctional Health Care (NCCHC), and the Correctional Association (ACA).
- C. The Provider may be required to organize and chair a monthly infection control meeting with Jail Commander and or her designee and local health departments, when appropriate.
- D. The care and handling of inmates diagnosed with an infectious disease must include on-site case management services. The Provider must establish a working relationship with the Henry County Board of Health Infectious Disease Clinic and Piedmont Henry Hospital (Infectious Disease Clinic).
- E. The Provider shall execute the routine collection of lab specimens from infectious disease patients at the HCJ.
- F. The Provider shall be responsible for planting TB skin tests and reading the implant no later than seventy-two (72) hours. The Provider shall be responsible for educating and administering TB medication to all inmates that test positive. The ordering of and payment for supplies and medication needed to perform such TB skin tests shall be the responsibility of the Provider.
- G. The Provider shall develop a tuberculosis surveillance program and communicate with the County and State Health Departments as required for inmate care and under the law. The Provider shall generate and provide monthly logs of all inmates, including the inmate's name and identification number, diagnosed with an infectious disease.
- H. The Provider shall develop and operate an infectious disease clinic that will meet the needs of patients diagnosed with Coronavirus (COVID-19), HIV/AIDS, TB, Hepatitis, MRSA and other infectious diseases.
- I. The Provider must generate and provide weekly reports of inmates diagnosed with an infectious disease. At a minimum, the Provider should provide the inmate's name and identification number, date the inmate was transferred to an isolation area, date last examined by a physician, and the current and final disposition.
- J. The Provider's Infection Control Coordinator and staff shall be responsible for monthly education and in-service presentations related to Infection Control issues for the Provider staff, HCJ staff as well as for the inmate population throughout the HCJ.
- K. The Provider's Infection Control Coordinator or designee shall attend Quality Improvement Meetings.
- L. The Provider's Infection Control Coordinator or designee shall conduct monthly safety meetings for HCJ maintenance provider.

- M. The Provider shall provide the following services for HCSO staff upon request at no additional cost:
1. Annual tuberculin skin testing and referral;
 2. Tetanus antitoxin post exposure as indicated;
 3. Post-exposure testing and prophylaxis for staff, as medically appropriate until the staff member can reach his/her primary physician;
 4. Emergency intervention for on-site injuries; and
 5. Emergency management plan for mass outbreaks of infectious disease.
- N. If over 5% of the eligible inmate PPDs are not placed and read, or fail to receive timely follow-up, a penalty of \$200 will be incurred times the number of inmates over 5% for whom the PPD was not placed, read, or followed up within the prescribed time frame for the period being measured. (Not to exceed a 30-day period.) For the purpose of this RFP, eligible inmates are defined as inmates in the facility for over 96 hours.

XV. MEDICATION MANAGEMENT	COMPLY: <u> </u> YES <u> </u> NO
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- A. All prescription medications shall be prescribed by the responsible psychiatrist or physician, compounded and dispensed by a licensed pharmacist and shall be delivered to the inmate by a qualified health professional.
- B. The Provider shall enforce safety practices of all controlled substances, syringes, needles and surgical instruments which shall be counted and stored under secure conditions.
- C. The Provider shall be responsible for processing, dispensing and administering comparable mental health medications prescribed by Piedmont Henry Hospital qualified health personnel within eight (8) hours of receipt.
- D. The HCSO will provide the inmates the ability to purchase over-the-counter drugs through the inmate commissary system.
- E. Medications must be administered to inmates daily as prescribed, twenty-four (24) hours per day, seven (7) days each week, by licensed medical staff only, and documented. Medication must be delivered throughout the HCJ, including the clinic area and housing areas. The Provider shall develop and implement systems to provide medications in a timely manner and to track problems with the dispensing and administration of medications. To include the Following:
1. a plan for providing mental health medications to those inmates scheduled for court appearances.
 2. a plan is an inmate is admitted into the HCJ with a current prescription in his/her possession, the Provider shall verify the prescription within twenty-four (24) hours of the inmate's admission with the inmate receiving appropriate medication without time delay.
 3. a plan to provide an adequate supply of prescribed medications for those inmates transferring to another facility.

4. The Provider shall give to the Sheriff and/or his designee written itemized verification of adherence to the above specifications on a monthly basis. The failure to comply with the requirements outlined above shall be considered a breach of the Contract.
- F. Medication administration may be through self-administration by the inmate, as prescribed by the Medical Doctor, Registered Nurse Practitioner, and/or Physicians' Assistant. No inmates receiving mental health care may self-administer medication.
- G. The Provider must provide a detailed written system for the daily delivery and dispensing of all medications. The provider must indicate, at a minimum, the following:
 1. How medicine administration is to be accomplished, verifying ingestion of medications by Direct Observed Therapy (DOT).
 2. Time frame in which the administration is to occur.
 3. Address the need for medication requiring multiple doses during a twenty-four (24) hour period.
 4. Documentation of advising the inmate of potential side effects from medications administered.
 5. Documentation of administration of medications to inmates to include obtaining their signature to verify the taking of the medication as well as their refusal to take the prescribed medication. Refusal of medication by an inmate must be witnessed and documented by an Officer. All refusals of medications by inmates must be in-person and must be documented as in-person. If prescribed medications are not provided because of refusal or for any other reason, the administering medical staff member shall initial a written explanation.
- H. Medications will be monitored for inmate compliance and effectiveness in alleviation of symptoms.
- I. All inmates placed on medications will be evaluated for signs of toxicity. Inmates blood pressure will be regularly check and drug levels monitored where appropriate.
- J. Documentation of the monitoring information will be placed routinely in the inmate's medical record (EHR) within a timely manner. The Provider shall be responsible for prescribing all psychotropic medications. Prior to prescribing psychotropic medication, psychiatrist or qualified mental health personnel shall inform all inmates about the risks of taking such medication, in accordance with applicable standards of care. A psychiatrist shall inform all female inmates about the risks of taking such medications while pregnant. All encounters shall be documented in the inmate's medical record.
- K. Renewal of orders to administer psychotropic medications require that the inmate be re-evaluated by a physician prior to any renewal. This re-evaluation must be documented in the inmate's medical record.
- L. A Mental Health Professional shall prescribe medications as medically necessary and appropriate in compliance with the requirements of the Georgia Board of Pharmacy, Federal Drug Enforcement Administration (DEA) and local, State and federal agencies governing their

usage. Concerning controlled substances, the Provider shall use the DEA accepted forms of documentation for receipt and use of controlled substances.

- M. Ensuring that narcotic storage requirements (e.g., double locks, accurate counts with Custody and Provider, Federal Drug Enforcement Administration (DEA) accepted forms of documentation for receipt and use of narcotics) are met. In addition, that proper logs are maintained, and narcotics logs are updated for each dose administered consistent with the requirements of the Georgia Board of Pharmacy and the Alcohol and Drug Abuse Administration (ADAA), DEA and State and federal agencies governing their usage.
- N. All medications and records of administration of medications must be maintained. The Provider shall maintain an electronic log, using MS Excel, of all medications administered in the HCJ. Alternatively, tracking may be completed via electronic medical records if reports can be derived from the system.
- O. All medications must always be kept in the Pharmacy or in locked pill carts. A log indicating the use of stock medications must be maintained. The Provider shall provide policy and procedures for the removal and disposal of all outdated, unneeded, or surplus medications. Outdated medications will not be kept on the premises of the HCJ.
- P. The Provider shall contain a section that identifies a pharmacy provider to provide all prescription and non-prescription medications, including AZT and other AIDS- related medications in accordance with all local, state, and federal rules, regulations, and laws. The Provider will be responsible for all costs associated with the prescribing and dispensing of medications through this preferred provider. The Provider shall disclose to the HCSO the negotiated rates for all issued drugs and allow for the HCSO to provide such drugs at a lower cost, either directly or indirect to the Provider.
- Q. The Provider's failure to comply with the Medication Administration requirements of this Contract will result in injury to the HCSO, and because it will be difficult to estimate the extent of such injury, the HCSO and The Provider hereby agree that the HCSO shall deduct from the monthly payment due to the Provider, as liquidated damages, the sum of two hundred fifty dollars (\$250) for each and every medication distribution not administered within the time periods specified above. The HCSO and the Provider hereby agree that the liquidated damages stated above represent both parties best estimate of the damage resulting from the injury for failure to comply with the Medication Distribution requirements of the HCSO and is not a penalty.

XVI. INMATE REQUESTS FOR MEDICAL TREATMENT (SICK CALL) COMPLY: YES NO

- A. The Provider must establish policies and procedures for the care and handling of inmate medical, mental or dental sick call requests. These policies must address inmate access to medical services using a triage method as routine, intermediate or urgent. A face-to-face visit with the inmate/patient must occur within twenty-four (24) hours of the sick call/health request.
- B. Inmates making a medical request must be evaluated by a Registered Nurse or Licensed Practical Nurse who will make the necessary referrals to the on-site Primary Care Physician and/or Medical Director.
- C. Examination by a physician or a physician's assistant must occur within twenty-four (24) hours (72 hours on weekends) of initial referral from the medical services staff nurse, or other medical personnel.

- C. Laboratory services must provide STAT work with results within twenty-four (24) hours after the specimen is in receipt of laboratory company, when such tests are required and available. Rapid Plasma Reagin (RPR) testing for syphilis is to be processed within seventy-two (72) hours, and gonorrhea and chlamydia testing for women is to be processed within seventy-two (72) hours.
- D. The HCSO will not provide laboratory courier service.
- E. The Provider's failure to comply with the Diagnostic and Laboratory Services provisions of this Contract will result in injury to the HCSO, and because it will be difficult to estimate the extent of such injury, the HCSO and the Provider hereby agree that the HCSO shall deduct from the monthly payment due to the Provider, as liquidated damages, the sum of two hundred fifty dollars (\$250.00) for each and every laboratory test result not returned within the time periods specified above. The HCSO and the Provider hereby agree that the liquidated damages stated above represent both parties best estimate of the damage resulting from the injury for failure to comply with the Diagnostic and Laboratory Services requirements of this Contract and is not a penalty.

XVIII. INFIRMARY SERVICES	COMPLY: ___ YES ___ NO
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- A. Infirmary care will be provided to meet the needs of the inmate population. The current infirmary consists of seven (7) beds.
- B. The Provider shall establish and implement policies and procedures to operate the infirmary at the HCSO. The Provider shall utilize the medical infirmary to the fullest capacity to reduce off-site hospitalization when medically feasible.
- C. The Provider shall provide treatment to inmates with acute and sub-acute medical and mental problems that are unmanageable in the general population unless hospitalization is medically indicated.
- D. The Provider shall create and maintain a medical record/chart for each patient in the Infirmary to be maintained in the Infirmary until the patient is released, at which time it is forwarded for incorporation into the patient health record.
- E. Operation of the Infirmary shall include:
 - 1. The Infirmary will be operational twenty-four (24) hours a day and shall be staff according to the levels of care needed by the inmates. Registered Nurses are to be on duty twenty-four (24) hours per day seven (7) days per week. Should the level of care fall within the scope of a Licensed Practical Nurse, or a Registered Nurse. daily on-site supervision by a Registered Nurse is acceptable for the medical infirmary only.
 - 2. On call will be a primary care physician, Psychiatrists and senior clinician services twenty-four (24) hours per day.
 - 3. The primary care physician must physically see and enter a progress note on all inmates in the infirmaries every twenty-four (24) hours and psychiatrists or licensed clinical psychologists will make daily rounds and enter progress notes when housed with mentally ill inmates.

4. All inmate shall be within sight or hearing of a medical staff person at all times. If intravenous medications are being administered, a Registered Nurse must be physically present at all times.
5. A pre-approved manual of Nursing Care procedures shall be followed for infirmary care.
6. A complete in-patient record for each inmate admitted to the medical infirmary shall be kept, including admission work-up and discharge planning.
7. No inmate shall be moved into the medical infirmary without the express approval of the assigned infirmary's Medical Practitioner or Doctor. More specifically, all mental health inmates assigned to the infirmaries due to protective custody must have their transfers authorized by the assigned Medical Practitioner or Doctor.
8. Substance abuse services or referrals will be offered to those inmates who present with chemical dependency diagnosis (alcohol and/or drugs). The evaluation will be conducted by a qualified mental health professional and/or psychiatrist. The services will include at a minimum, mental status examination, supportive recovery plan, and/or post release referral to an alcohol and drug treatment facility.
9. The Provider will provide blood pressure checks for the HCSO staff upon request by the Jail Commander.

XIX. REFERRAL SYSTEM

COMPLY: ___ YES ___ NO

- A. The Provider shall establish referral policies and procedures for the care and handling of inmates whose medical care which cannot be provided on-site to inmates at the HCJ.
- B. The Provider is responsible for locating an appropriate Physician and establishing the appointment date and time in the event an inmate requires the services of a specialist.
- C. The Provider shall provide a system that can identify, isolate and track inmate referral cases.
- D. When an inmate is referred to a specialist, the Medical Doctor shall review the inmate's medical condition every thirty (30) days or sooner, until the specialist sees the inmate.
- E. The Provider shall generate and submit a copy of the monthly log on all referrals to the Jail Commander and/or her designee. The Provider shall maintain, using MS Excel, an electronic log of all referrals. Alternatively, tracking may be completed via electronic medical records if such a report can be derived from the system. The log shall list inmate name and identification number, referring physician, date and time referral was made, current and final disposition.

XX. EMERGENCY MEDICAL SERVICES

COMPLY: ___ YES ___ NO

- A. The Provider shall provide emergency care and emergency treatment for all inmates in the HCJ. The Provider's Mental Health Professional shall be responsible and prepared to respond to a mental health emergency. Such emergency treatment for inmates shall be performed either within the HCJ or at Piedmont Henry Hospital or other medical care facility as the Provider shall deem necessary and appropriate.

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- B. In the event of an emergency, first aid and cardiopulmonary resuscitation services will be provided on-site. Medical services staff will be expected to provide on-site emergency intervention for staff, inmates, and visitors when necessary.
- C. The Provider's Mental Health Professional shall treat and stabilize persons requiring emergent or urgent psychiatric care, including Inmates, employees, and visitors. The Mental Health Professional shall provide emergent psychiatric care to HCSO employees and visitors as appropriate.
- D. The Provider shall respond to all use of force and similar incidents. Subsequent to each incident, the Provider shall evaluate and treat inmates and staff, as necessary and shall document the actions in the patient health record or elsewhere as appropriate.
- E. The Provider shall be responsible for making arrangements for emergency ambulance service, coordinating its use and contacting emergency medical personnel to transport inmates to outside hospital facilities where the inmate's medical condition indicates such transport is appropriate. The Provider shall notify appropriate HCJ staff that an escort is necessary when EMS personnel are brought into the HCJ and when inmates are being transported outside the HCJ.
- F. Emergency transport shall be by an appropriately equipped emergency medical services (EMS) vehicle and not by HCSO transport.
- G. The Provider shall ensure that there is on duty at the facility twenty-four (24) hours a day, seven (7) days a week one or more persons who may immediately authorize the emergency transport of an inmate to an outside hospital facility for emergency medical, dental and mental health care.
- H. The Provider shall report and document all emergencies requiring a "911 call" in writing to the Jail Commander and/or her designee within twenty-four (24) hours by the Provider.
- I. The Provider shall generate and provide the Jail Commander and or her designee a daily log on all inmates requiring emergency services. The log shall list, at a minimum, inmate name, identification number, inmate name and identification number, the date and time the medical and/or after-hours medical request preceding the emergency service was received, the date and time the inmate was last examined by a physician, the date and time the emergency service was required and the current and final disposition.
- J. The Provider shall maintain an electronic log using MS Excel, of all emergency transports and emergency services rendered at the HCJ. Alternatively, tracking may be completed via electronic medical records if such a report can be delivered from the system.

XXII. INMATE COMPLAINT/ GRIEVANCES PROCEDURE COMPLY: YES NO

- A. The Provider shall investigate grievances which are complaints made by inmates or any other person of interest (i.e. Inmate advocates such as the ACLU) regarding medical services encounters or sick call and respond to the Jail Commander and or her designee, when indicated regarding any aspect of the medical service within ten (10) days after receipt of request. The Provider shall also investigate any other complaint made by inmates or persons of interest in coordination with the Jail Commander and or is designee that may directly involve the medical Staff.

- B. All complaints shall fully comply with the HCSO directive and policy and its time restrictions. The Provider shall cooperate with the Provider's Medical Grievance Coordinator and comply with the policies and directives for the Inmate Grievance Procedure that is part of the Henry County Jail Inmate Handbook.
- C. A copy of complaints about service received directly by the Provider shall be forwarded to the Medical Grievance Coordinator of the Provider upon receipt to determine whether a response is required.
- D. Any time a Provider's response is considered unacceptable and/or inadequate by the Jail Commander and or her designee, i.e., does not directly answer the question posed, it will be returned to the Provider by the Jail Commander and or her designee for re-investigation and more appropriate response before being sent to the inquirer.
- E. The Provider's Medical Grievance Coordinator must generate and provide to the Jail Administrator a weekly report of complaints/grievances received. Reports should include, at a minimum, inmate name and identification number, the date the complaint was received, complaint description, and current and final disposition.
- F. The Provider must provide a system of tracking complaints from receipt to resolution. The Jail Commander and/or her designee shall have searchable, read-only access to the system that tracks the complaints/grievances via secure (password protected) internet or LAN connection.
- G. The Jail Commander and/or her designee, at her sole discretion, may direct that the Provider take specified action with regard to a complaint/grievance.

XXIII. QUALITY CONTRACT MANAGEMENT PLAN **COMPLY: YES NO**

- A. The Provider shall establish a regular monthly meeting (Quality Improvement Committee) that includes Jail Commander and or her designee and the Provider staff to address integration of medical and correctional goals and services (i.e., conflicts among medical and correctional staff, includes when inmate care was delayed or denied due to problems of miscommunication among staff members, staffing, staff training or staff deployment needs.).
- B. The Provider shall identify and implement solutions to address opportunities for improvement. The Provider shall keep minutes of all meetings.
- C. The Provider shall perform ongoing Quality Control Management that monitors the access to, and quality of inmate medical services provided at the HCJ. The Quality Control Management program shall monitor all aspects of healthcare including at least the following: access to health, mental health, dental health, medication management, nursing services, physician services, access to specialty care, environmental services, infection control procedures, healthcare records, sick call services, intake screening and evaluations, chronic disease services, infirmary care, diagnostic services, discharge planning, and adverse patient occurrences, including all deaths.
- D. The Provider Quality Control Management program shall include reviews of all aspects of inmate medical services at the HCJ and shall identify any deficiencies in services to inmates as well as any staff training needs and/or deficiencies. Corrective plans to address all deficiencies and recommended improvements shall be prepared and the Quality Control Management program shall include ongoing assessment of the effectiveness of corrective plans and actions.

XXIV. REPORTING REQUIREMENTS **COMPLY: ___ YES ___ NO**

- A. The Provider shall generate a comprehensive statistical report to be provided to the Jail Commander and or is designee in order to better manage overall costs, staffing patterns, disease patterns, medication issues, and hospital trips. The Provider shall be able to produce the following reports and demonstrate a history of producing such reports in other facilities:
- B. The report shall be provided by the fifth (5th) calendar day of each month.
- C. The statistical report minimally shall include the following:
 - 1. Number of hospital admissions
 - 2. Total hospital days
 - 3. Outside consultation
 - 4. Number of Transports
 - 5. Emergency Room visits
 - 6. Outpatient surgery
 - 7. Outside x-rays
 - 8. In house x-rays
 - 9. # of inmates seen by physician
 - 10. Inmates seen PA/NP
 - 11. Inmate intake screens
 - 12. Pregnancies
 - 13. Births
 - 14. Number of positive PPD's
 - 15. Number of PPD's taken
 - 16. Number of HIV tests
 - 17. Number of +HIV tests
 - 18. Number of New Hep C cases
 - 19. Dialysis
 - 20. Deaths
 - 21. Infirmery Admissions (Medical vs. Mental Health)
 - 22. Total number of sick call slips received
 - 23. On-site Specialty Clinics (Optomology, Ortho)
 - 24. Chronic Disease
 - a. HTN/cardiac
 - b. Diabetes
 - c. TB
 - d. General Medicine
 - e. Seizure
 - 25. AsthmaPrison Rape Elimination Act (The HCSO has a written policy mandating zero- tolerance for all forms of sexual abuse and enforces the policy in the HCJ. The Provider must develop and implement processes and procedures to comply with PREA standards.)

XXV. EYE CARE **COMPLY: ___ YES ___ NO**

- A. The Provider shall identify the need, schedule, and coordinate inmate emergency eye care with Piedmont Henry Hospital.
- B. The Provider will be responsible for optometric services when eyeglasses are court ordered or prescribed by the Piedmont Henry Hospital.
- C. The HCSO will not be financially responsible for the provision or costs of optical care, eyeglasses and/or supplies.

XXVI. HOSPITALIZATION/TRANSPORT

COMPLY: ___ YE

A. Inmate Medical Transport

1. The Provider shall have policies, procedures and/or protocols regarding inmate transport to outside medical and mental facilities for all health care services.
2. The Provider shall identify the need, schedule, and coordinate any inpatient or outpatient hospitalization of all inmates.
3. The Provider must determine whether an inmate should be transported via HCJ field transport or EMS. The Provider shall monitor and provide all health care services in holding areas, while inmates are awaiting transport.
4. The Provider shall maintain documentation logs of all inmates transported outside the HCJ for any health care appointments and hospitalizations.
5. The Provider shall ensure that a Registered Nurse processes all returning inmates to gather information provided at other medical or mental facilities and to update medical records, as well as take medications or forms provided by outside medical or mental facilities.
6. The Provider shall prepare medical summaries for transmittal with all inmates being transferred to facilities outside the HCSO.
7. The Provider will be responsible for coordinating and tracking oral surgeries.
8. The Provider shall arrange, and coordinate all required non-emergency transportation for inmates requiring health care services that cannot be rendered at the HCJ.
9. The Provider shall notify the Sheriff and/or his designee and Jail Commander and/or her designee for coordination of all same-day non-emergency transports. The Provider shall submit a weekly schedule to the Sheriff and/or his designee and Jail Commander and/or her designee, to assist with appropriate security coverage and coordinate transportation.
10. Should inmates require emergency transportation due to life-threatening injury or illness, the Provider shall contact Henry County Emergency Medical Services (EMS) for emergency treatment and transport with notification to HCJ staff; Henry EMS charges will not be the responsibility of the Provider.
11. The Provider shall maintain an electronic log, using MS Excel, of all emergency and non-emergency transports. The transport log minimally shall include the inmate's name, identification number, referring provider and diagnosis.

B. Hospitalization Costs

HCJ inmate inpatient or outpatient hospitalization, including institutional charges, physician charges, laboratory services, testing and x-rays required or performed for such treatment will be provided by Piedmont Henry Hospital shall be the financial responsibility of HCJ.

C. Emergency Outpatient Costs

When EMS is called for life-threatening emergency transportation, their medical protocols will determine the institution to which the inmate is taken for treatment. If EMS removes the patient to an institution outside the HCJ, medical expenses arising because of such treatment shall not be the responsibility of the Provider. If after review of the weekly log for emergency transportation requests, the Sheriff, his designee, Jail Commander and authorized EMS personnel deem any EMS referral as inappropriate and services could have been provided here at HCJ medical department, the cost of that EMS transport will be incurred by the Provider. The amount of the EMS invoice shall be deducted from the agreed upon monthly invoice.

XXX. REINTEGRATION AND TRANSFER PLANNING COMPLY: YES NO

- A. The Provider is expected to promote and collaborate in such initiatives that stress transition from incarceration to the community. Medical and Mental care models that promote case-management from admission to release and integration into the community, based on evidence-based practice, are imperative.
- B. The Provider is expected to demonstrate initiative in developing and implementing best practices around coordinated public health care, including the potential for medication assisted treatment for substance abuse. The Provider is expected to provide, at a minimum, coordination of inmate after-care services, including:
 - 1. A comprehensive medical discharge plan.
 - 2. All remaining medications for inmates upon release.
 - 3. A minimum of one (1) week worth of medication for all inmates immediately going into recovery programs.
 - 4. Coordination with other institutional and re-integration services providers and attendance at multi-disciplinary and discharge planning meetings.
- C. The Provider shall ensure that when an inmate with any medical illness or injury is transferred to another incarcerated setting, the inmate's updated health records, including progress notes, laboratory testing records, consultation records, and a list of prescribed medications shall accompany the inmate. The Providers shall provide sufficient medications to last through the inmate's transfer to the next facility.
- D. The Provider shall provide discharge and transfer planning for mentally ill inmates. The Provider will provide discharge and transfer planning for chronically ill inmates.

XXVII. TERMINALLY ILL INMATES COMPLY: YES NO

The Provider shall identify and treat terminally ill inmates and shall participate with the Jail Commander and others in the development of a plan of care and support services in accordance with NCCHC and ACA Standards.

XXVIII. SUICIDE PREVENTION PROGRAM COMPLY: YES NO

- A. The Provider will implement a suicide prevention program to ensure that everything is being done that can be done to reduce the number of suicides to zero.

- B. The Psychiatrist/Mental Health Director will chair a monthly suicide prevention meeting in the HCJ. The Psychiatrist/Mental Health Director will lead the discussion of significant suicidal action within the past month at this meeting.
- C. The Provider either quarterly and no less bi-annually, will present information on the most recent literature on the issue of suicide prevention programs in coordination with the HCSO Training Department, including use and/or access to HCSO Training/Power Point course materials on Suicide Prevention and augmenting those materials to include the most recent literature on the issue of suicide prevention programs relative to incarceration and incarcerated populations.
- D. The Provider shall hold quarterly meeting for its Staff and Jail Commander on the topic of suicide prevention. The conference will, at a minimum, consist of:
 - 1. Presentation and discussion of all suicidal actions for the previous quarter.
 - 2. Discussion of all incidents of Self Injurious Behavior (SIB).
- E. The Suicide data base will be reviewed at this meeting and the Provider may be asked for updates on anyone named on that list during this meeting.
- F. The Provider shall participate in the regular Mortality review held for every death. In addition, the Provider shall chair a second mortality review on all completed suicides and significant attempts. Information from these reviews will be presented at the CQI meetings.
- G. The Provider shall provide training on suicide prevention to its Staff and the staff of HCSO. The Provider shall make sure that all its trainers are certified as trainers with HCSO.

XXIX MEDICAL, CLINICAL AND OFFICE AREAS **COMPLY: ___ YES ___ NO**

- A. The Provider shall furnish and pay for all medical supplies and services required for inmate medical, mental and dental healthcare, except for those medical supplies and services that are specifically identified as provided by the HCSO. The HCSO will continue to provide all non-medical supplies and services for inmates under health care as are provided for other HCJ inmates, including those required for housekeeping, diet, personal hygiene, linens, and non-medical inmate programs. The HCSO will ensure daily cleaning of the Medical Services areas.
- B. The Sheriff shall make existing Clinic Offices and workspace available to The Provider at the commencement of the Contract and shall continue to provide building maintenance and housekeeping services for those areas.

XXX. HAZARDOUS WASTE **COMPLY: ___ YES ___ NO**

The Provider shall be responsible for the removal and disposal of medically generated hazardous and pharmaceutical waste materials. Removal and disposal will be in accordance with applicable federal, state, and local requirements.

XXXI. EMERGENCY PREPAREDNESS **COMPLY: ___ YES ___ NO**

- A. The Provider shall implement, as necessary, treatment and evacuation procedures for both individual and multiple casualties, consistent with the HCSO Emergency Preparedness Plan.
- B. The Provider shall conduct a mock disaster drill at the HCJ in collaboration with HCJ personnel.

- C. The Provider shall ensure that the medical personnel are available to provide health care services on-site as required by the Contract during severe weather, natural disasters and other emergencies.
- D. The Provider shall participate in all regional and statewide institutional emergency services plan rehearsals.
- E. The Provider shall document and critique the responses of the medical staff to disasters and disaster drills, shall develop corrective action plans as necessary to correct deficiencies and shall submit a comprehensive report to the Jail Commander or designee within thirty (30) days of the activity.
- F. The Provider shall document and critique the response of the medical staff of two (2) “man down” drills per shift per year, shall develop corrective action plans as necessary and shall submit these
- G. The Provider, as part of its emergency management plan, shall plan for mass outbreaks of infectious disease.

XXXII. MEDICAL RECORDS	COMPLY: <u> </u> YES <u> </u> NO
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- A. The Provider shall maintain and retain complete and accurate medical, mental health and dental records separate from the HCJ confinement records of inmates in accordance with prevailing medical regulations for confidentiality, retention, and access. All references to medical records in this section refers to the complete inmate health record, including medical, dental and mental health records. In any criminal or civil litigation where the physical or mental condition of an inmate is an issue, or when medical care is an issue, The Provider shall at all times provide the Jail Commander or her designee with access to such records and, upon request, shall provide copies of such records. All contact with an inmate, whether for medical, mental or dental health concerns, shall be documented by the Provider and filed in the inmate’s medical record.
- B. The Provider shall develop a system for ensuring that medical records at the HCJ are complete, legible, and contain the necessary signatures in accordance with professional standards. All health care entries shall be dated and timed. Laboratory and diagnostic reports shall be signed and dated to acknowledge timely review.
- C. All inmate medical records are the property of the HCSO at the termination of this Contract, all records shall be delivered to the custody of the Sheriff. The HCSO shall make ongoing access to such records reasonably available to the Provider for purposes of defending litigation. Such medical records shall be maintained for a period of seven (7) years.
- D. The Provider will be responsible during the term of the contract for storage and retention of medical records maintained at the HCJ in compliance with NCCHC and ACA standards, as well as HIPPA guidelines.
- E. The Provider shall provide electronic medical record keeping. Electronic Medical Records (EMR) software must be compatible with all minimum specification requirements of the HCJ Jail Management System. The EMR system must be compatible of interfacing/communicating with the HJC Jail Management System and other existing Henry County systems. The EMR must be compatible to other formats in the event the contract is awarded to a new vendor.

- F. An accredited record administrator with proper clerical support must maintain supervision of medical records. Should the Sheriff and/or his designee determine that a deficiency exists in the medical record(s) of one (1) or more inmates, the Sheriff and/or his designee shall promptly notify the Provider.
- G. The medical records office shall be open twenty-four (24) hours per day, seven (7) days per week. The medical charts must be available. There shall be no more than a three (3) day lags between the generation of a medical record and its filing.
- H. The Provider is expected to provide all hardware necessary to support the Electronic Medical Records System.
- I. The Provider's failure to comply with the Electronic Health Records System provision of this Contract will result in injury to the HCSO and it will be difficult to estimate the extent of such injury, the HCSO and the Provider hereby agree that the HCSO shall assess the Provider liquidated damages in the amount of five hundred dollars (\$500) for every eight (8) hours the Electronic Health Records System is incapable of performing essential functions.

XXXIII. MORTALITY REVIEW

COMPLY: __ YES __ NO

- A. The Provider shall manage a formal mortality review process that includes clinical and correctional staff. All mortality reviews will be conducted within thirty (30) days of an inmate death and include an administrative review, clinical mortality review and a psychological autopsy if death is by suicide.
- B. The Provider shall ensure that all corrective actions identified through the mortality review process are implemented and monitored through the Continuous Quality Improvement program for systemic issues and through a patient safety program for staff-related issues.

XXXV. COST EXCLUSIONS

COMPLY: __ YES __ NO

The Provider shall not be responsible for the cost of health care as follows:

- A. To any individual prior to formal booking and physical commitment into the Jail.
- B. For injuries sustained while on temporary release, escape or otherwise away from the HCJ. The Provider will be responsible for follow-up treatment after the inmate is returned.
- C. To any inmate actually held in another correctional institution while that inmate is away from the HCJ unless special circumstances exist.
- D. To any infant born to inmates. The Provider will be responsible for health care of pregnant inmates.
- E. For any elective medical care an inmate is allowed to receive during custody, wherein that care, which if not received, will not in the opinion of the Provider cause the inmate's health to deteriorate, nor cause definite harm to inmate's well-being unless it is court ordered.

XXXVI. MEDICAL DIETS

COMPLY: __ YES __ NO

- A. The Provider shall be responsible for coordinating with the HCJ's Food Services Provider to ensure the provision of medically necessary clinical diet. The Provider shall work with the

dietician from the Food Services Provider and the Jail Commander or her designee to minimize the number of unnecessary diet prescriptions.

- B. The Provider shall transcribe the prescribed diets and distribute to the Food Services Provider and the Jail Commander or her designee daily.
- C. The Provider shall maintain an electronic log of all presented medical diets.

XXXVII. EDUCATION/TRAINING	COMPLY: ___ YES ___ NO
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- A. The Provider will develop and implement a comprehensive training program for institutional medical and mental, custodial and civilian staff. The goals of such trainings are to provide medical and mental staff with current information on best practices and to have the opportunity to earn continuous education credits and to provide civilian and custodial staff relevant health information that will help them to better manage the inmate population. Additionally, medical and mental staff will develop and implement a monthly health education program for inmates.
- B. The Provider is expected to, at a minimum, provide the following training, for custodial and civilian staff: Chronic Disease Awareness, Issues of medical confidentiality and patient privacy, Hepatitis Education, TB Education, Communicable diseases, Infectious diseases – COVID-19 and Mental Health – suicide.
- C. The Provider is expected, at a minimum, to provide the following trainings to inmates: Nutrition, Introduction to Medical and Mental Services, Managing Chronic Disease, Communicable Diseases, Medication Management, Family Planning/ Contraception Counseling and Personal Hygiene.

XXXVIII. PRIORITY OF HEALTH CARE SERVICES	COMPLY: ___ YES ___ NO
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Healthcare services shall have priority over all HCJ functions, except for issues directly related to HCJ security. Specifically, healthcare services shall have priority over commissary activities, linen passes, inmate-attorney visits, welfare item distribution, chaplain services. In the event that any of the above activities or services are occurring in areas typically reserved for healthcare services, the Sheriff and/or his designee upon notification by the Provider, shall ensure that persons engaged in the above activities yield these areas immediately to health care personnel in order for health care services to be rendered.

XXXIX. ACCREDITATION	COMPLY: ___ YES ___ NO
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- A. The Provider shall adhere to the standards of care established by accrediting agencies, including, but not limited to the National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA) and all applicable regulatory requirements of the Henry County Board of Health (BOH), and Occupational Safety and Health Administration (OSHA), Drug Enforcement Agency (DEA) and Immigration and Customs Enforcement (ICE).
- B. The Provider shall have a demonstrated history of passing NCCHC and/or ACA accreditation and be able to demonstrate positive audit histories from past or current correctional facilities.
- C. The Provider shall be deemed in compliance with accreditation requirements if they perform all duties within their immediate control, on time and promptly notify the HCSO of all units and sections within the HCJ where the performance affects the viability of -accreditation.

XL. CONTINUOUS QUALITY IMPROVEMENT (CQI) COMPLY: ___ YES ___ NO

- A. The Provider shall have a plan to institute a program that monitors and improves inmate medical and mental healthcare.
- B. The Provider shall have a history of implementing CQI programs in facilities similar in size to the HCSO.
- C. The Provider shall submit a sample annual CQI program that at a minimum includes the following:
 - 1. Ability to identify problems, implement and monitor corrective actions, and study its effectiveness.
 - 2. A licensed physician and psychiatrist involved in the program who are responsible for identifying thresholds, interpreting data and solving problems.
 - 3. A multi-disciplinary Quality Improvement Committee that meets no less than quarterly.
 - 4. An annual review of the effectiveness of the CQI program by reviewing CQI studies and minutes.
 - 5. At least two (2) process quality improvement studies and two (2) outcome quality improvement studies a year.

**XLII. AVERAGE DAILY INMATE POPULATION (ADP):
INVOICE ADJUSTMENTS FOR PER DIEM COMPLY: ___ YES ___ NO**

- A. The Provider's itemized monthly invoice shall be adjusted when the actual ADP calculated for the end of the month falls below the minimum inmate population number, or exceeds the maximum inmate population number stated in the ADP applicable to that Contract Period, as contained in the Contract.
- B. Should the actual ADP for any month fall below the minimum number of the estimated ADP applicable to that Contract Period, then the Provider shall decrease charges to the County for that month in an amount calculated by subtracting the actual ADP from the minimum estimated ADP in the range applicable to that Contract Period, then multiplying the resulting number by the number of days in that month, then multiplying that number by the applicable per diem rate.
- C. If the actual ADP of any month exceeds the maximum number of the ADP applicable to that Contract Period such that additional staff is necessary, then the Provider shall increase the charges in their invoice to the County for that month in an amount calculated by subtracting the maximum estimated ADP in that range applicable to that Contract Period from the actual ADP and then multiplying the resulting number by the applicable per diem rate. In addition, The Provider shall simultaneously indicate the proposed staff increases to be covered by the per diem, and provide documentation sufficient to prove to the County's satisfaction, at the County's sole discretion, that such staff increases were implemented during said month.
- D. Where the actual ADP falls within the range of the estimated minimum and maximum daily inmate population for that period, no per diem will be assessed and no per diem adjustment will be made.

XLIII. COMPENSATION AND ADJUSTMENTS **COMPLY: ___ YES ___ NO**

- A. Based upon attendance records furnished to the Jail Commander and/or her designee after any positions included in the authorized staff level that are vacant during the reporting period, The Provider's invoice to the HCSO shall be reduced in accordance with paragraph B, Adjustments for Staffing for Vacant Positions, below.
- B. Adjustments for Staffing for Vacant Positions:
1. A position is considered vacant if after seven (7) days, a qualified person is not present for duty, fulfilling the requirements of this Agreement. If a position is vacant, the following table will be used to assess the Provider Liquidated Damages. The Providers monthly invoice shall be reduced by using the daily position cost times the number of days vacant during the invoiced period.
 2. Any vacancy of a Principal or Key Leadership position for greater than sixty (60) days shall result in an adjustment of twice the Daily Position Cost shown in the table above, times the number of days the position is vacant after sixty (60) days. This adjustment is in addition to the prior or ongoing adjustments made monthly for the vacant positions, as defined in paragraph B, Adjustments for Staffing for Vacant Positions, above.

Position	Estimated Daily Position Cost
HSA	\$300
Medical Doctor/Staff Physician	\$950
DIRECTOR OF NURSING	\$300
HEALTH INFORMATION MANAGER	\$200
PA/RNP	\$600
ADMINISTRATIVE ASSISTANT	\$150
MEDICAL RECORDS CLERK	\$100
BILLING CLERK	\$100
NURSING SUPERVISOR	\$210
RN	\$190
LPN	\$150
MA/NA	\$100
CHIEF PSYCHIATRIST	\$950
LICENSED MASTER SOCIAL WORKER (LMSW)	\$300
LICENSED PROFESSIONAL COUNSELOR (LPC)	\$300
STAFF DENTIST	\$500

XLIV. CONTRACT TRANSITION **COMPLY: ___ YES ___ NO**

- A. The Provider shall provide all of the transition efforts to ensure a quality, smooth, efficient and timely transition to HCSO or HCSO's agent(s). Near the end of the contract the Provider shall support end-of-contract transition efforts with technical, business, and project support.
- B. The Provider shall draft and submit a transition plan thirty days (30) prior to completion of the contract outlining the steps necessary to transition activities to HCSO.

SECTION III - PROPOSAL FORMAT

A. TECHNICAL PROPOSAL

Please follow format below for your proposal's response and provide six (6) sections under separate tabs as follows:

Section 1 – Executive Summary

Provide the following information regarding your firm:

- a. The legal name and type of business (i.e. Joint Venture, Partnership, etc.) of the contractual entity to be held responsible for performance of all aspects of this contract along with the name, address, and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
- b. A brief history including any features or areas that differentiate your firm's services from competitors.
- c. A declaration of ownership demonstrating all parties (by name and address) who own any interest in the company
- d. A copy of the company's current business license.
- e. Total number of company's local full-time employees.
- f. Year company was established.
- g. Number of years company has operated under current company name.
- h. Listing, description, and outcome of all litigation involving the company in the last 5 years.

Section 2 – Qualifications and Experience

- a. List similar projects performed in a correctional facilities with an inmate populations exceeding 800 inmates in the last five years with a brief narrative of each project, client, services provided by consultant, value of services, current status on date of completion, project management, client's project manager and phone number. Include a statement as to why it is considered a similar project.
- b. Include your firm's specific abilities and expertise to provide the required professional services and qualifications related to the proposal requirements.
- c. Corporate experience in obtaining and maintaining correctional health care accreditation.
- d. Proposer must provide financial statements for the last three (3) years that evidences the proposer's financial capabilities to perform the statement of work.
- e. Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement should be submitted.

Section 3 – References

- a. Provide references for at least three (3) clients for which your firm has provided similar services. Please include current contact information (name, address, telephone and e-mail address) for each reference.
- b. Provide a list of your customers that are government entities and the length of time they have used your services.

Section 4 –Personnel

- a. Provide the resumes of key personnel that will be working on this project and a description of how they will be involved. Include their experience with similar projects, length of service in this field of work, and length of service with the firm. Do not include persons who will not be involved in this project.
- b. Include a list of commitments of key team members and estimated completion dates by projects.
- c. Provide an organizational chart to indicate all key personnel and consultant team members, their assigned roles and their office locations.
- d. Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with the project completion.
- e. Include a project plan by tasks, which reflects an overall time schedule and personnel needed to implement each phase.

Section 5 – Understanding and Approach of the Project

- a. Understanding of the project. The proposal should reflect a clear understanding of the specific issues within the Henry County Jail that affect provision of medical, mental and dental care services.
- b. Ability to meet and exceed the project objectives, identified in the Contract Specifications.
- c. Project organization. Define, in detail, how you will implement the programmatic approach to the project
- d. Innovations and changes to make delivery of inmate medical, mental and dental care services more efficient.
- e. Use of technology to enhance the efficiency of inmate medical, mental and dental care services.
- f. Plan to reduce inmate transports

Section 6 - Documents and forms required by the HCSO

Please provide all other documents and forms not included in the above sections.

B. COST PROPOSAL

- 1. The cost proposal must be submitted in a separate, sealed envelope with the Proposer’s name and “Cost Proposal for Request for Proposal No. 24-01 To Provide Comprehensive Inmate Healthcare Services for the Henry County Jail and Annex (Multi-Year Contract)” on the outside of the envelope.
- 2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.

3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees or costs in any area outside of the cost proposal and its separate, sealed envelope shall result in Responder’s proposal being deemed non-responsive.
4. Responders are required to submit their costs on Section V, *Attachment F, Cost Proposal Form*. Proposer shall not alter the cost proposal form.

SECTION IV – EVALUATION AND SELECTION CRITERIA

The HCSO’s selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the Selection Committee.

The Proposer’s submittal must fully address the requirements listed in this RFP and the firm’s degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is HCSO’s intention to select a firm which is the most qualified to meet the HCSO’s needs. The award shall be based on but not limited to the following factors:

RFP EVALUATION CRITERIA	Scoring Value Maximum Points
Qualification and Experience	25
Personnel (Key) and References	25
Understanding and Approach of the Project	35
Cost Proposal	10
Disadvantaged Business Enterprise Benchmark	10
Selection Interview - A selection interview may be conducted during the selection process. Selected firms will be notified in advance of date/time/place of interview.	15
MAXIMUM SCORING POINTS TOTAL	120

The HSCO reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the HCSO reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

SECTION V - FORMS

- A. STANDARD CONTRACT
- B. MEDICAL STAFF CHART
- C. BID AUTHORIZATION AFFIDAVIT
- D. NON-CONFLICT OF INTEREST
- E. GEORGIA SECURITY & IMMIGRATION COMPLIANCE AFFIDAVIT
- F. SUPPLIER INCLUSION PROGRAM
- G. COST PROPOSAL
- H. CHECKLIST FOR RFP DOCUMENTS

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ATTACHMENT A

STANDARD CONTRACT

**ATTACHMENT A
SAMPLE HSCO CONTRACT**

**CONTRACT FOR PROFESSIONAL SERVICES
Henry County, Georgia**

THIS AGREEMENT made as of this ____ day of _____, 20____, (hereinafter called the "execution date") by and between HENRY COUNTY SHERIFF'S OFFICE, a political subdivision of the State of Georgia (hereinafter referred to as the "HSCO"), and _____, a corporation organized and existing under the laws of the State of _____, with offices located at _____ (hereinafter referred to as "Service Provider"), shall constitute the terms and conditions under which the Service Provider shall provide comprehensive inmate healthcare services at the Henry County Jail and Annex, Henry County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the HSCO and the Service Provider hereby agree as follows:

ARTICLE I. CONTRACT TIME

The Service Provider shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Service Provider shall fully complete the Work within five (5) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the Henry County Sheriff or his designee and the Service Provider in accordance with the terms of this Contract.

ARTICLE II. CONTRACT TERM

The services to be performed under this Contract shall commence on _____. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the HSCO each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on _____, unless

extended by Change Order adopted and approved by the Henry HSCO Governing Authority and the Service Provider in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

- A. The HSCO shall pay the Service Provider for services performed as follows: _____ and 00/100 Dollars (\$ _____). The HSCO shall pay to Service Provider the annual compensation in twelve (12) equal monthly installments (“Annual Compensation Installments”) for the Contract period. The HSCO agrees to pay Service Provider on or about thirty (30) days following receipt of the monthly invoice. The total monetary obligation of the HSCO shall not exceed the payment amount listed in this Article. In case of termination prior to the expiration of this Contract, Service Provider will be paid only for services rendered as of the date of termination as determined by the HSCO
- B. **Off Site Medical** . The Service Provider will invoice the HSCO by the 5th day of each month for off-site medical bills paid the previous month. The invoice must contain a detailed list: the names of the inmates, dates of services and the amount billed and the amount paid at the Medicaid rate. In addition, the Provider must promptly provide a copy of all billing forms (e.g. UB 04, Form 1500) they receive to the HSCO. The HSCO agrees to pay the Provider on or about thirty (30) days after submittal of undisputed invoice.
- C. **Pharmacy**: The Service Provider will invoice the HSCO by the 5th day of each month for medications dispensed to inmates the previous month. The invoice must contain a detailed list of names of the inmates, date of medication disbursements and the amount billed and paid. The HSCO acknowledged that certain medication is more advantageous to stock; therefore, the Service Provider must receive written approval for any purchase of stock medications. The HSCO agrees to pay Service Provider on or about thirty (30) days after submittal of undisputed invoice.
- D. **Liquidated Damages**: The Service Provider hereby agrees to observe and comply with all obligations and provisions of this Contract. Upon failure of the Service Provider to comply with the terms of the Scope of Work, the Service Provider agrees to pay the

HCSO, liquidated damages in accordance with the terms set forth in the *Scope of Work*.

1. **Notification**: Upon the HCSO's assessment of liquidated damages pursuant to the terms of the Scope of Work; written notice of such assessment shall be sent to the Service Provider by e-mail, with a concise statement of the reasons thereof.
2. The Service Provider agrees that the HCSO may deduct amounts due as liquidated damages from the Service Provider's monthly invoice.

ARTICLE IV. SCOPE OF WORK

The Service Provider agrees to provide all professional services, equipment, and all things necessary for inmate dental services at the Henry County Jail in accordance with the HSCO's Request for Proposals (RFP) No. 24-01 attached hereto as Appendix I and incorporated herein by reference, and the Service Provider's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Service Provider's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the HSCO. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

- A. **Accuracy of Work**: The Service Provider shall be responsible for the accuracy of the Work and any error and/or omission made by the Service Provider in any phase of the Work under this Contract.
- B. **Additional Work**: The HSCO shall in no way be held liable for any work performed under this section which has not first been approved in writing by the HSCO in the manner required by applicable law and/or the terms of this Contract. The HSCO may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Service Provider. The Service Provider shall proceed with the performance of any changes in the Work so ordered by the HSCO unless such change entitles the Service Provider to a change in Contract Price, and/or Contract Term, in which event the Service Provider shall give the HSCO written notice thereof within fifteen (15) days after the receipt of the ordered change,

and the Service Provider shall not execute such changes until it receives an executed Change Order from the HSCO. No extra cost or extension of time shall be allowed unless approved by the HSCO and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The HSCO shall not be liable for payment for any work performed under this section which has not first been approved in writing by the HSCO in the manner required by applicable law and/or the terms of this Contract.

- C. **Ownership of Documents:** All documents, including drawings, estimates, specifications, and data are and remain the property of the HSCO. The Service Provider agrees that the HSCO may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Service Provider and without any payment of any monies to the Service Provider therefore. However, any reuse of the documents by the HSCO on a different site shall be at its risk and the Service Provider shall have no liability where such documents are reused.
- D. **Right to Audit:** The HSCO shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with the HSCO funds and any documents or materials which support those records, kept under the control of the Service Provider, including but not limited to those kept by the Service Provider's employees, agents, assigns, successors and subcontractors. The HSCO also has the right to communicate with Service Provider's employees related to the audited records.

The Service Provider shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the HSCO or its designee, during normal business hours at the Service Provider's office or place of business. In the event that

no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the HSCO.

- E. **Successors and Assigns:** The Service Provider agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or its right, title, or interest therein to any person, firm, or corporation without the previous written consent of the HSCO. If the HSCO consents to any such assignment or transfer, then the Service Provider binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the HSCO and any person, or entity or than Service Provider.
- F. **Reviews and Acceptance:** Work performed by the Service Provider shall be subject to review and acceptance in stages as required by the HSCO. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at his own expense, any errors in the Work.
- G. **Termination of Agreement:** The Service Provider understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The HSCO may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the HSCO, elect to terminate the Contract by delivering to the Service Provider, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Service Provider at least thirty (30) days prior to the effective date of termination. If Service Provider's services are terminated by the HSCO, the termination will not affect any rights or remedies of the HSCO then existing or which may thereafter accrue against Service Provider or its surety. In case of termination of this Contract before completion of the Work, Service Provider will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the HSCO. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this

Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement:** The Service Provider shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the HSCO. The Service Provider shall exonerate, indemnify, and save harmless the HSCO, County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Service Provider shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Service Provider, or any Subcontractors, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Service Provider shall not be required to indemnify any HSCO Indemnitee against claims, actions, or expenses based upon or arising out of the HSCO Indemnitee’s sole negligence. As between the HSCO Indemnitees and the Service Provider as the other party, the Service Provider shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Service Provider’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Service Provider, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Service Provider shall defend, indemnify, and hold harmless the HSCO Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by

reason of any such damage, loss, or injury. The Service Provider expressly agrees to provide a full and complete defense against any claims brought or actions filed against the HSCO Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The HSCO has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the HSCO, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

- I. **Insurance** Prior to commencing work, Service Provider shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Service Provider. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Service Provider. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Service Provider, and others as required by contract, for liabilities in connection with work performed by or on behalf of Service Provider, its agents, representatives, employees or Service Providers.
 1. Certificates of Insurance in companies doing business in Georgia and acceptable to the HSCO covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Service Provider is not required to provide such coverage under State law;
 - 1) Employer's liability insurance by accident, each accident \$1,000,000
 - 2) Employer's liability insurance by disease, policy limit \$1,000,000

- 3) Employer's liability insurance by disease, each employee \$1,000,000
- (b) Professional Liability Insurance on the Service Provider's services in this Agreement with limit of \$1,000,000;
- (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - (1) \$5,000,000 per occurrence
 - (2) \$5,000,000 aggregate
- (f) Certificates of Insurance must be executed in accordance with the following provisions:
- (g) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (h) Certificates to contain the location and operations to which the insurance applies;
- (i) Certificates to contain Service Provider's protective coverage for any subService Provider's operations;
- (j) Certificates to contain Service Provider's contractual liability insurance coverage;
- (k) Certificates are to be **issued** to:
**Henry County Sheriff's Office
and Henry County, Georgia**

**120 Henry Parkway
McDonough, Henry County, Georgia 30253**

2. The Service Provider shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
3. The Service Provider agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
4. Service Provider agrees to waive all rights of subrogation and other rights of recovery against the HSCO and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
5. Failure of the HSCO to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the HSCO to identify a deficiency from evidence provided will not be construed as a waiver of the Service Provider's obligation to maintain such coverage. Service Provider understands and agrees that the purchase of insurance in no way limits the liability of the Service Provider.
6. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the HSCO. Policies and Certificates of Insurance listing the HSCO and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
7. If the HSCO shall so request, the Service Provider will furnish the HSCO for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **Performance Bond**: Precedent to the execution of this Contract by HCSO, Service

Provider shall furnish a performance bond attached hereto and incorporated herein, equal to ten percent (10%) of the first year Annual Compensation amount which shall remain in effect for the full term of this Contract. When the Annual Compensation is increased, then the Service Provider shall furnish a bond to cover ten percent (10%) of the Annual Compensation of any renewal period(s) and any increased amount. Surety Company must be listed in the Federal Register and licensed to write surety insurance in the State of Georgia. The bond given shall meet the requirements of the law of the State of Georgia or any further requirements of the County. Any renewal of this Contract by HCSO shall be contingent upon the Service Provider's performance bond being equal to the then current Annual Compensation amount. The bond shall be kept valid for the sum total term of all years of this Contract commencing on _____ at 12:01 a.m. Eastern Standard Time and ending on _____.

Note: Public Agencies, Boards, and Authorities are exempt from this requirement.

K. **Payment Bond:** Precedent to the execution of this Contract by the HCSO, Service Provider shall furnish a payment bond attached hereto and incorporated herein, equal to ten percent (10%) of the first year Annual Compensation amount. When the Annual Compensation is increased, then the Service Provider shall furnish a bond to cover ten percent (10%) of the Annual Compensation of any renewal period(s) and any increased amount. Surety Company must be listed in the Federal Register and licensed to write surety insurance in the State of Georgia. The bond given shall meet the requirements of the law of the State of Georgia or any further requirements of the County. Any renewal of this Contract by the HCSO shall be contingent upon the Service Provider's payment bond being equal to the then current Annual Compensation amount. The bond shall be kept valid for the sum total term of all years of this Contract commencing on _____ at 12:01 a.m. Eastern Standard Time and ending on _____.

L. **Georgia Laws Govern:** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more

strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

M. **Venue:** This Contract shall be deemed to have been made and performed in Henry HSCO, Georgia. For the purposes of venue, all suits or causes of action arising out of this Contract shall be brought in the courts of Henry HSCO, Georgia.

N. **Contractor and SubContractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the HSCO cannot enter into a contract for the physical performance of services unless the Service Provider, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Service Provider certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Service Provider agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment _____. Service Provider agrees that in the event it employs or Agreements with any Subcontractor(s) in connection with this Agreement, Service Provider will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Agreement Term. Any signed Subcontractor Provider affidavit(s) obtained in connection with this Agreement shall be attached hereto as Attachment _____. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Agreement Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement

shall be attached hereto as Attachment ____.

- O. **HSCO Representative:** The HSCO may designate a representative through whom the Service Provider will contact the HSCO. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the HSCO. Payments to the Service Provider shall be made only upon itemized bill submitted to and approved by said representative.
- P. **Service Provider's Status:** The Service Provider will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Service Provider shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the HSCO and the Service Provider shall be that of owner and independent Service Provider. Other than the consideration set forth herein, the Service Provider, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any of the HSCO employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Service Provider shall be by employees of Service Provider or its Subcontractor and subject to supervision by Service Provider. No officer or employee of Service Provider or any Subcontractor shall be deemed an officer or employee of the HSCO. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Agreement shall be those of the Service Provider, not the HSCO.
- Q. **Georgia Open Records Act:** Service Provider shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*
- R. **Business License:** Service Provider shall submit a copy of its current, valid business license with this Agreement. If the Service Provider is a Georgia corporation, Service Provider shall submit a valid county or city business license. If Service Provider is a joint venture, Service Provider shall submit valid business licenses for each member of the joint venture. If the Service Provider is not a Georgia corporation, Service Provider shall submit a certificate of authority to transact business in the state of Georgia and a copy of

its current, valid business license issued by its home jurisdiction. If Service Provider holds a professional license, then Service Provider shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Agreement being terminated. Service Provider shall ensure that any insurance, license, permit or certificate submitted in response to the HSCO's RFP or as part of the Agreement shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Agreement Term.

- S. **Sole Agreement:** This Agreement constitutes the sole Agreement between the HSCO and the Service Provider. The terms, conditions, and requirements of this Agreement may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the HSCO, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the HSCO as provided by law or in this Agreement.
- T. **Attachments and Appendices:** This Agreement includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment ____, Service Provider's Cost Proposal; Appendix I, HSCO's RFP; Appendix II, Service Provider's Response; Attachment _____, Service Provider's Affidavit; Attachment ____, Subcontractor's Affidavit(s); Attachment _____, Sub-subcontractor's Affidavit(s); and Attachment _____, Certificate of Corporate Authority or Joint Venture Certificate.
- U. **Severability:** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
- V. **Notices:** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the HSCO's Chief Executive Officer and the Executive Assistant or to the Service Provider or his authorized representative on the work site by (a) registered or certified United States mail, return

receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Service Provider to the HSCO's Executive Assistant or by the HSCO to the Service Provider's authorized representative via certified first-class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the HSCO:

Henry County Sheriff's Office
Attention Reginald B. Scandrett, Sheriff
120 Henry Parkway
McDonough, Georgia 30253

If to the Service Provider:

- W. **Counterparts:** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

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- X. **Controlling Provisions:** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of

the HSCO's RFP; and the Service Provider's Response thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each to be considered as an original by their authorized representative.

HENRY COUNTY SHERIFF'S OFFICE
HENRY COUNTY, GEORGIA

By : _____ (SEAL)

By: _____ (SEAL)
Reginald B. Scandrett, Sheriff

ATTEST:

ATTEST:

Signature

Signature

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “_____”), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described Contract with HSCO, a political subdivision of the State of Georgia:

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal this the _____ day of _____, 20____.

(CORPORATE
SEAL)

(Secretary)



ATTACHMENT B

MEDICAL STAFF CHART

**ATTACHMENT B
MEDICAL STAFF CHART**

KEY PERSONNEL

(One full-time person for each position as required under the technical proposal)

**Health Services Administrator
Medical Director
Director of Nursing
Health Information Manager**

GENERAL STAFFING (Positions are based on the number of full-time equivalents (FTE) persons.) The Service Provider shall ensure FTE employment in all the categories in sufficient numbers to provide all services required under the Contract. The Service Provider shall indicate beside each position description the number of FTE's that will be supplied daily (24 hours), based on a forty (40) hour work week:

POSITION	2024 FTEs	2025 FTEs	2026 FTEs	2027 FTEs	2028 FTEs
Physician					
Physician Assistant/Registered Nurse Practitioner					
Nursing Supervisor					
Registered Nurse					
Licensed Practical Nurse					
Medical Assistants					
Paramedic					
Radiology Technician					
Office Manager					
Administrative Assistant					
Health Information Technician					
Other (CQI, Training, etc.)					
TOTAL					

**Attachment C
BID AUTHORIZATION**

STATE OF GEORGIA

COUNTY OF HENRY

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ day of _____ 2024

Notary Public in and for the State of _____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

Attachment D
NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

_____ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Henry County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: _____

Print Name: _____

Title: _____

Firm Address: _____

Attachment E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT AND AGREEMENT

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

Federal Work Authorization/ E-Verify User Identification Number

Date of Authorization

Name of Contractor

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

Executed on _____, 2024, in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

**Attachment F
SUPPLIER INCLUSION PROGRAM**

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. In order to give recognition to these types of business classification, please check all which apply:

Small Business

Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the different categories of business enterprises.

Local Vendor

Local vendors, as defined in the Henry First Initiative, must operate and maintain a regular place of business within the geographical boundaries of Henry County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

Veteran-Owned Business

A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as “a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.” This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran as long as they were not dishonorably discharged.

DBE Business

DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation, and shall consist of five (5) minority groups:

- Asian American
- Native American
- African American
- Hispanic/Latino
- Pacific Islander.

Female Owned Business

A female-owned business is a business in which a female owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company.

None of the Above Applies

Company's Name

Date

Authorized Representative's Name (Print or Type)

Authorized Representative's Signature



ATTACHMENT G

COST PROPOSAL

**ATTACHMENT G
COST PROPOSAL FORM
RFP NO. 24-01**

(consisting of 4 pages)

**TO PROVIDE COMPREHENSIVE INMATE HEALTHCARE SERVICES
AT THE HENRY COUNTY JAIL AND ANNEX
(MULTI-YEAR CONTRACT)
HENRY COUNTY, GEORGIA**

Proposer: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Proposer's name and "Request for Proposals No. 24-01 To Provide Comprehensive Inmate Healthcare Services at the Henry County Jail and Annex (Multi-Year Contract) Henry County, Georgia" clearly identified on the outside of the envelope.

By signing this page, Proposer acknowledges that he/she has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if its proposal is accepted, it will contract with HCSO according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Authorized Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

**ATTACHMENT F
COST PROPOSAL FORM
RFP NO. 24-01**

**TO PROVIDE COMPREHENSIVE INMATE HEALTHCARE SERVICES
AT THE HENRY COUNTY JAIL AND ANNEX
(MULTI-YEAR CONTRACT)
HENRY COUNTY, GEORGIA**

Proposer: **Please complete all pages of Cost Proposal Form.**

Name of Proposer

ANNUAL COMPENSATION

A. CONTRACT PERIOD

ANNUAL COMPENSATION

**June 15, 2024, through
June 30, 2025-----\$_____**

**July 1, 2025, through
June 30, 2026-----\$_____**

**July 1, 2026, through
June 30, 2027-----\$_____**

**July 1, 2027, through
June 30, 2028-----\$_____**

**July 1, 2028, through
June 30, 2029-----\$_____**

**SECTION V, ATTACHMENT F
COST PROPOSAL FORM
RFP NO. 24-01**

**TO PROVIDE COMPREHENSIVE INMATE HEALTHCARE SERVICES
AT THE HENRY COUNTY JAIL AND ANNEX
(MULTI-YEAR CONTRACT)
HENRY COUNTY, GEORGIA**

PROPOSERS: Please complete all pages of Cost Proposal Form.

ADJUSTMENTS TO ANNUAL COMPENSATION

B. <u>CONTRACT PERIOD</u>	ESTIMATED AVERAGE DAILY INMATE POPULATION RANGE	PER DIEM RATE
June 15, 2024, through June 30, 2025-----	700-900 Inmates.....	\$ _____
July 1, 2024, through June 30, 2025-----	700-900 Inmates.....	\$ _____
July 1, 2024, through June 30, 2025-----	700-900 Inmates	\$ _____
July 1, 2024, through June 30, 2025-----	700-900 Inmates	\$ _____
July 1, 2024, through June 30, 2025-----	700-900 Inmates	\$ _____

**ATTACHMENT F
COST PROPOSAL FORM
RFP NO. 24-01**

**TO PROVIDE COMPREHENSIVE INMATE HEALTHCARE SERVICES
AT THE HENRY COUNTY JAIL AND ANNEX
(MULTI-YEAR CONTRACT)
HENRY COUNTY, GEORGIA**

PROPOSERS ARE REQUIRED TO PROVIDE A DETAILED COST BREAKDOWN FOR EACH YEAR OF THE INTENDED CONTRACT. A PROVIDER SHOULD SUBMIT THIS FORM FOR YEARS 2024-2025, 2025-2026, 2026-2027, 2027-2028 and 2028-2029. A COST OR PRICING DATA SHEET SHOULD BE RETURNED FOR EACH YEAR OF THE CONTRACT. (Failure to provide the required data may deem the proposer non-responsive).

The Following cost data is required.

TOTAL LABOR-----\$ _____

Breakout all categories of labor, such as in-house
(including a breakout of base salaries, fringe benefits), consultants and subcontractor

Base salaries \$ _____

Fringe benefits \$ _____

Consultants \$ _____

Subcontractors \$ _____

Other _____ \$ _____

INFECTIOUS DISEASE PROGRAM -----\$ _____

(Labor Costs Associated with Program)

MATERIAL-----\$ _____

(Include all categories of Material, such as supplies, equipment, etc.)

Supplies \$ _____

Equipment \$ _____

Other: _____ \$ _____

INFECTIOUS DISEASE PROGRAM -----\$ _____

(Material Costs Associated with Program)

GENERAL & ADMINISTRATIVE -----\$ _____

TOTAL COST-----\$ _____

PROFIT-----\$ _____

TOTAL PRICE-----\$ _____

**REQUEST FOR PROPOSAL NO. 24-01
TO PROVIDE COMPREHENSIVE INMATE HEALTHCARE SERVICES AT
THE HENRY COUNTY JAIL AND ANNEX
Due Date and Time: Friday, April 26, 2024; 4:00 p.m.**

CHECKLIST FOR RFP DOCUMENTS

Failure to include all required documents will result in proposal being removed for consideration for award.

<u>DOCUMENTATION DESCRIPTION</u>	Please check
Any Required Documents cited in RFP Specifications	<input type="checkbox"/>
W-9	<input type="checkbox"/>
<i>Forms:</i>	
Solicitation Form (Page 1 of this Document) Addendum Cover Sheet(s) (If applicable.)	<input type="checkbox"/>
Authorization Affidavit	<input type="checkbox"/>
Non-Conflict of Interest	<input type="checkbox"/>
Georgia Security & Immigration Compliance Act Affidavit & Agreement	<input type="checkbox"/>
Supplier Inclusion Program	<input type="checkbox"/>
Cost Proposal <i>(Submit in a separate sealed envelope marked as "Cost Proposal.")</i>	<input type="checkbox"/>
RFP Documents Submittal Checklist/Addenda Acknowledgement (this page)	<input type="checkbox"/>
	<input type="checkbox"/>

ADDENDA ACKNOWLEDGEMENT

Failure to acknowledge any addenda will result in a non-responsive bid.

The proposer has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.		Dated
Addendum No.		Dated
Addendum No.		

This affirms that all documents are included with the Proposer’s RFP package.

Company’s Name

Date

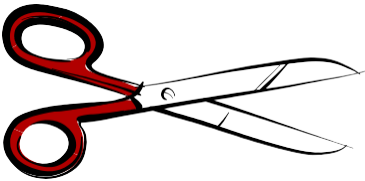
Authorized Representative’s Name (Print or Type)

Authorized Representative’s Signature

SECTION VI – REQUEST FOR PROPOSAL LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

*This label **MUST** be affixed to the outside of the envelope or package, even if it is a “No RFP” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.*



REQUEST FOR PROPOSAL ENCLOSED

Request for Proposal (RFP) No. 24-01

Due Date and Time: April 26, 2024; 4:00 p.m.

Vendor Name

Address

City, State, Zip Code

DELIVER TO: Henry County Sheriff’s Office
Attention: Chandra D. Brown
120 Henry Parkway
McDonough, Georgia 30253