



Request for Proposals – Project No. 05-21

COMPREHENSIVE INMATE HEALTHCARE SERVICES

Sealed proposals Due August 13, 2021 at 11:00 a.m.

Sealed Proposals shall be delivered to:

Ogemaw County Administrator
806 W. Houghton Avenue, Suite 107
West Branch, MI 48661
dolehantyt@ocmi.us
Phone (989) 516-9020

**Ogemaw County Request for Proposals
Comprehensive Inmate Healthcare Services
Project No. 05-21**

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Ogemaw County Request for Proposals

Comprehensive Inmate Healthcare Services

Project No. 05-21

Introduction

The County of Ogemaw is soliciting proposals from qualified firms to provide Comprehensive Inmate Healthcare Services. Responding firms shall be experienced in providing services to incarcerated persons and be able to provide examples of past projects of similar in scope and size the project described herein.

Submission Requirements

Sealed proposals will be received by the Ogemaw County Administrator on or before Friday, August 13, 2021 at 11:00 a.m. Envelopes submitted should be clearly marked “Comprehensive Inmate Healthcare Services” so that no error in opening will occur. Bids may be submitted electronically to dolehantyt@ocmi.us with “Comprehensive Inmate Healthcare Services” in the subject line. Proposals will be publicly opened and evaluated at a later time. The Board of Commissioners may conduct interviews of the finalist for the services.

All correspondence regarding this RFP should be addressed to:

Ogemaw County Administrator
806 W. Houghton Avenue, Suite 107
West Branch, MI 48661
(989) 516-9020
Email dolehantyt@ocmi.us

Proposals received at other locations or delivered after the due date and time will not be accepted and will be returned to the bidder.

Description and Overview

Ogemaw County is requesting sealed proposals for insurance coverage of the following: on-site nursing services 40-hours per week; on-call nurse 24-hours per day; physician (MD) available by telephone, video conference, fax and in-person. Services must be provided for three years beginning October 1, 2021. The County requires respondents to meet the following requirements. Failure to meet each of these requirements may result in the Respondent’s disqualification from further consideration. Responses, including all appropriate documentation, should be provided to each requirement in the order listed. If an item is not applicable to your proposal, clearly indicate “not applicable” for the item and the reason it is not applicable. Bidders may submit alternates to the specifications on a separate proposal sheet.

This section describes the Health Care Delivery System and the Program of Services that will be required by the Ogemaw County Correctional Facility under a contract for inmate health care. All requested and provided inmate health care services shall be in accordance with the American Medical Association (AMA) Standards, the Directives of the Michigan Department of Corrections, and the National Commission on Correctional Health Care, relating to health services in correctional institutions and will comply with all applicable state and federal laws and regulations, relating to medical services in correctional institutions in the State of Michigan.

A. Firm Background

1. Proposals must describe respondent's experience, if any, administering comprehensive inmate health care services in a correctional setting comparable in population to that of the Ogemaw County Correctional Facility or in a correctional setting of 140 beds or more. Experience is desirable but not required.
2. Respondents are required to provide resumes of their proposed onsite management team (the Medical Director and Program Administrator) who will direct the operations of the Health Care Program at the Ogemaw County Correctional Facility within their proposals. The respondent's Medical Director must be licensed in the State of Michigan.
3. Each member of the health care staff must be properly licensed, pass a criminal record check through the Ogemaw County Correctional Facility and must receive appropriate orientation and training before assuming responsibilities within the Ogemaw County Correctional Facility.
4. Health care staff shall follow the security procedures established by the Ogemaw County Correctional Facility. Ogemaw County reserves the right to have any contractor-employee removed/terminated from working at the facility.
5. No format or matrix for staffing is provided. Each respondent must determine the appropriate mix of staff they feel will adequately allow for the provision of health care delivery within the Ogemaw County Correctional Facility. Staffing must be thoroughly justified and explained. It is not appropriate to contact the incumbent provider or their staff for information.
6. Respondents must provide a minimum of three (3) professional references for which the respondent has provided medical services.

B. Intake Screening

1. Nurse shall be available to examine all inmates being brought into the jail for severe immediate concerns that need diversion to the emergency room for clearance.
2. During weekends and nights on call must be available for directions to jail staff for clearance to jail.

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3. During business hours the nurse will triage all intake screens and prepare for treatment of any inmate with medical issues, dietary issues and for cell placement issues. At a minimum, the triage process will include the following:
 - a. Documentation of current illnesses and health problems, including medications taken and special health requirements.
 - b. Screening of health problems.
 - c. Behavior observation, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs or poses a risk of suicide.
 - d. Notation of body deformities, trauma markings, bruises, lesions, ease of movement, etc.
 - e. Condition of skin and body orifices, including infestations
 - f. Screening tests for tuberculosis, syphilis if requested, as well as testing for AIDS virus where clinically indicated or upon presentation of positive history, consent or Court Order is needed for HIV Blood Test
 - g. Referral of the inmate for emergency health services, or additional health services, as maybe necessary.
 - h. If, as a result of the receiving screening, it is apparent that an inmate requires medical attention, then the inmate will be immediately referred for treatment. The appropriate level of treatment (i.e., treatment in-house by a member of the professional health services staff or referral out to a hospital or some other community-based health services) will be determined after an evaluation of the inmate's condition.
 - i. The AMA Standards require that information regarding access to the health care services be communicated orally and in writing to inmates upon their arrival at the Ogemaw County Correctional Facility. To meet this essential standard, the contractor will develop notices, printed in both English and Spanish that will be posted and pointed out to all inmates upon arrival at the Ogemaw County Correctional Facility to advise them of how to access the health care delivery system.
 4. Physician is on-call for orders.
 5. In accordance with Michigan Department of Corrections Administrative Rules for Jails and Lockups and NCCHC Standards, a qualified healthcare professional will perform a health assessment within 14 days of arrival.

C. Medications

1. Nurse shall verify the medications that an inmate states they take by contacting the pharmacy the inmate uses and/or the doctor/hospital where the inmate has been seen.

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2. Physician must approve all medications and they shall be set up for distribution by the nurse.
 3. If an inmate has prescriptions at home, the nurse shall attempt to have a family member bring them to the facility. These medications will be verified by the nurse, approved by the physician prior to setting them up for distribution.
 4. All medications must be ordered through the local pharmacy utilized by the Ogemaw County Correctional Facility.
 5. Nurse must be available on weekends and nights for medication questions.

D. Medical Care

1. All health care requests shall be received and triaged daily when health care staff is on site.
2. All requests for sick calls will be seen by health care staff.
3. Health care requests will be made verbally or by using the Ogemaw County Correctional facility's electronic kiting system and verbal requests must be made directly to a health care staff member. Nursing staff shall evaluate, triage and suggest treatment within the constraints of their licensures and protocols. Anything outside of the nurse's licensures shall be referred to the physician for treatment.
4. The physician must conduct a sick call clinic on a regular basis when an inmate has been referred for evaluation by the nurse.
5. Upon request of jail personnel, health care staff shall examine and provide medical clearance for inmate workers.
6. Health care staff will make all outside medical appointments and coordinate with staff for transportation.
7. Health care staff will utilize Au Sable Valley mental health for any mental health related issues.
8. Health care staff will document all sick call interaction with inmates in their health care file.
9. Health care staff (nurse) will see chronically ill inmates on a regular basis including those with diabetes, hypertension, frail/elderly, wound care, seizure disorder, inmates in withdrawal, lab draws, and inmates exhibiting suicidal behavior (all other chronic illnesses as well).

10. The health care provider will review prescriptions, medication administration, and monitoring of inmates with chronic or special health care requirements to ensure continuity of care and appropriateness of treatments.

E. Monthly Report. Health care staff shall provide a monthly report to the Undersheriff which shall include, at a minimum, the following information:

1. Number of intake assessments
2. Number of sick calls.
3. Number of hospitalizations
4. Number of emergency room visits
5. Number of mental health referrals
6. Number of inmates on medication
7. Number of pregnancies
8. Number of health assessments
9. Number of hospital admissions
10. Number of inmates on withdrawal protocol

F. Permits and licenses

1. The health care provider must secure and maintain at their cost any and all permits, licenses, and continuing education required by federal, state and local laws and applicable rules and regulations necessary for the work they are to perform.
2. The health care provider shall provide a copy of all permits and licenses to the Undersheriff.

G. Medical Waste Management. The care provider will be responsible for training their team members to implement proper methods of handling, storage and disposal of hazardous and/or contaminated medical waste. (Ogemaw County pays for the disposal.)

H. Duration. Ogemaw County intends to implement a three-year agreement unless issues arise with the chosen provider. If a three-year contract is established, cost increases may not exceed 3% per year.

Insurance Requirements

The Contractor, and any and all of his/her subcontractors, shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and any subsequent contract. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County of Ogemaw and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best Company (www.ambest.com).

A. Worker's Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, workers' compensation insurance, including employer's liability coverage, in accordance with all applicable statutes of the State of Michigan.

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- B. Professional and Malpractice Liability Insurance. The Contractor shall procure and maintain during the life of this contract, necessary professional and malpractice liability insurance on an “occurrence basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit for personal injury, bodily injury and property damage. coverage shall include the following extensions: (A) contractual liability; (B) products and completed operations; (C) independent contractor’s coverage; (D) broad form general liability extensions or equivalent, if not already included; (E) deletion of all explosion, collapse, and underground (XCU) exclusions, if applicable; (F) per contract aggregate.
- C. Motor Vehicle Liability Insurance. The Contractor shall procure and maintain during the life of this contract, motor vehicle liability insurance, including applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Additional Insured. Professional and malpractice liability and vehicle liability, as described above, shall include an endorsement stating the following:
- “Additional Insureds: The County of Ogemaw, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. The coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.”*
- E. Cancellation Notice. All insurances described above shall include an endorsement stating the following: “It is expressly understood and agreed that the Contractor shall provide thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any of the Contractor's insurance coverages to **Ogemaw County, C/O County Administrator, 806 W. Houghton Avenue, West Branch, MI 48661.**”
- F. Proof of Insurance. The Contractor shall provide the County of Ogemaw at the time the contracts are returned by him/her for execution, two (2) copies of the aforementioned Certificates of Insurance and/or Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. The Contractor shall provide the County evidence that all subcontractors are included under the contractor’s policy.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Ogemaw at least ten (10) days prior to the expiration date. Send a Certificate of Insurance to Ogemaw County Administrator, 806 W. Houghton Avenue, West Branch, MI 48661 (dolehantyt@ocmi.us).

Indemnification

The contractor must submit in writing to agree to indemnify, hold harmless and defend the Ogemaw County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising or allegedly arising out of the

provision of medical care at Ogemaw County Correctional Facility or in the operation and maintenance of the aforesaid program of health care services conducted by the contractor, its subcontractors, and its agents, servants, employees and medical staff, it being the express understanding of the parties hereto the contractor shall provide or arrange for, the actual health care services, and have complete responsibility for the health care services. Such claims, actions, lawsuits, damages and liabilities shall relate to both the medical treatment and care omitted by the contractor.

The contractor shall be permitted to enter into subcontracts for the health delivery program at the Ogemaw County Correctional Facility, as the contractor deems necessary with prior approval of the Ogemaw County Sheriff. The contractor shall be responsible for the performance of and for payments to its subcontractors for services rendered to the County. The contractor shall provide in subcontractor contracts that subcontractor has no direct cause of action against the County and that subcontractors can only proceed against the contractor if a cause of action exists, such subcontractor will agree to hold harmless and defend Ogemaw County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising or allegedly arising out of the provision of medical care at the Ogemaw County Correctional Facility or in the operation and maintenance of the aforesaid program of health care services conducted by the subcontractor from such performance under the contract, and its agents, servants, employees and medical staff, it being the express understanding of the parties hereto the subcontractor shall provide or arrange for, the actual health care services, and have complete responsibility for the health care services. Such claims, actions, lawsuits, damages and liabilities shall relate to both the medical treatment and care omitted by the subcontractor.

Evaluation and Selection

Each response shall be evaluated to determine if the respondent meets the qualification criteria of this solicitation and if the technical specifications in the response are acceptable. Responses will be evaluated for content based on the proposer's qualifications (i.e., organization history and background), the proposer's financial capability to perform therequirements outlined in the RFP, the merits of its proposed program of services related to the delivery of comprehensive inmate health care services (technical specifications) and the cost considerations associated with their response. During the evaluation process, Ogemaw County reserves the right, in its sole discretion, to request additional information or clarifications from those submitting, and to allow corrections of errors or omissions.

Any contract resulting from this RFP will be awarded to the organization determined by the County, at its discretion, to have submitted the best proposal. In addition, the County may elect to negotiate specifications, terms and conditions, including final contract price with one or more of the proposers receiving favorable consideration, all at the sole discretion of the County. The Board of Commissioners reserves the right to reject any or all proposals and to waive any irregularities in a proposal and to award a contract that is in the best interests of the County without regard to cost.

Firms who submit proposals may be requested to make an oral presentation to the Board of Commissioners. Should this occur, the meeting(s) will be held on Thursday, September 2, 2021 at 9:00 a.m. and/or Thursday, September 16, 2021 at 5:30 p.m.

Collusion Among Respondents

Multiple responses from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in this solicitation. Reasonable grounds for believing that a respondent has an interest in more than one response for the work contemplated may result in rejection of all responses in which the respondent is interested. Any or all responses will be rejected if there is any reason for believing that collusion exists among the respondents. Participants in such collusion may not be considered in future bids or proposals for the same work. Each respondent, by submitting a response, certifies that it is not a party to any collusive action. Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime contractors submitting a response for the work.

Expenses Incurred in Preparing Response

Ogemaw County will accept no responsibility for any expense incurred in the preparation and presentation of a response to this RFP. Such expense is to be borne exclusively by the respondent.

Debarment Status

By submitting a response, the respondent certifies that it is not currently debarred from submitting bids and/or proposals on contracts with Ogemaw County, Michigan or any political subdivision or agency of the State of Michigan, and is not an agent of any person or entity that is currently debarred from contracting with Ogemaw County, Michigan or any political subdivision or agency of the State of Michigan.