

**STATE OF LOUISIANA**  
**ORLEANS PARISH SHERIFF'S OFFICE**  
Office of Procurement  
3000 Perdido Street  
New Orleans, LA 70119  
RFP OPSO-2014-10

**PROPOSAL TITLE:**

**INMATE HEALTH CARE SERVICES**

# Contents

PART A.....	3
GENERAL TERMS AND PROVISIONS:.....	3
SCHEDULE OF PROPOSAL PROCESS.....	10
PART B.....	11
SPECIAL TERMS AND CONDITIONS .....	11
General Requirements:.....	11
Scope:.....	12
Proposer Qualifications.....	15
Preparation and Submittal of Proposals.....	15
Bond Requirements: .....	17
Evaluation of Proposals.....	17
Method of Award.....	20
Terms of Contract .....	20
Specifications and Program Requirements.....	29
PART C.....	47
FORM PROPOSAL FOR INMATE HEALTH CARE SERVICES.....	47
STATEMENT OF BUSINESS REFERENCES .....	54
STATEMENT OF FINANCIAL REFERENCES .....	55
EXHIBIT A.....	56
CONSENT JUDGMENT .....	56
EXHIBIT B.....	57
ORLEANS PARISH SHERIFF'S OFFICE EQUIPMENT LIST .....	57

ORLEANS PARISH SHERIFF'S OFFICE  
3000 Perdido Street  
New Orleans, LA 70119

March 17, 2014

SUBJECT: Request for Proposal RFP OPSO-2014-10 (the "RFP")

PROPOSAL TITLE: Inmate Health Care Services

CLOSING DATE & TIME: May 14, 2014 - 3:00 p.m. (C..DT.)

PLACE: Orleans Parish Sheriff's Office ("OPSO")  
Office of Procurement  
3000 Perdido Street  
New Orleans, LA 70119

Proposals will be received until the time and date shown at the "Place" indicated above.

Proposal Conference: The OPSO will host a mandatory pre-proposal meeting on March 31, 2014 to answer any questions and allow all potential proposers to tour the various buildings mentioned herein. All contractors who plan to attend the meeting shall e-mail John H. Baker, III at [bakerj@opso.us](mailto:bakerj@opso.us) for time and location information. Any information provided at the pre-proposal meeting, including but not limited to questions, answers and clarifications will be addressed in the form of a Memorandum from OPSO via e-mail to all contractors who attend the proposal meeting.

## PART A

### GENERAL TERMS AND PROVISIONS:

1. All proposals must be received by OPSO via mail or hand delivery, no later than 3:00 p.m. (CST) on May 14, 2014. An original plus seven (7) copies and one (1) electronic copy of the proposal shall be submitted. All proposals received after the deadline will not be considered. The proposal shall be submitted in a sealed envelope and marked: "**INMATE HEALTH CARE SERVICES.**" All envelopes shall contain the entity or individual's name making the proposal.
2. Exceptions to Specifications: The specifications for this proposal are contained in Part B of this RFP under the caption "Specifications and Program Requirements" Proposer's taking exception to any part or section of these specifications shall indicate such exceptions in their document. Failure to indicate any exceptions shall be interpreted as the Proposer's intent to fully comply with the specifications as written. Conditional or qualified

proposals, unless specifically allowed in the specifications, are subject to rejection in whole or in part.

If our specifications, when included in our Request for Proposal, are not returned with your proposal, and no specific reference is made to them in your Proposal, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, Proposer's or manufacturer's specifications which accompany the proposal are intended to be a deviation from our specifications; such deviations must be specifically referenced in your proposal response.

3. The responsibility for sending the Proposal to OPSO on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The OPSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such Proposals shall be returned to the Proposer unopened with the notation, "This Proposal was received after the Time Designated for the Receipt and Opening of Proposals".
4. Postponement of Date for Receipt of Proposals: The OPSO reserves the right to postpone the date for receipt of Proposals and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Proposer.
5. Time for Consideration: Proposers warrant by virtue of proposing that the prices quoted in their proposal will be good for a period of ninety (90) calendar days from the date of Proposal due date unless otherwise stated. Proposers will not be allowed to withdraw or modify their Proposals after the due time and date.
6. Prices: All proposals submitted must show the net proposal price after any and all discounts allowable have been deducted.
7. Proposal Errors: When errors are found in the extension of the proposal prices, the unit price will govern. Proposals having erasures or corrections shall be initialed in ink by the Proposer. Each page of the Proposal and all attachments submitted shall be identified with the name of the Proposer.
8. Proposal Obligation and Disposition: The contents of the Proposal and any clarifications thereto submitted by the successful Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All Proposals become the property of the OPSO and will not be returned to the Proposer.
9. Laws, Statutes, and Ordinances: The terms and conditions of the Request for Proposal and the resulting Proposal, contract or activities based upon the Request for Proposal shall be construed in accordance with the laws, statutes, and ordinances applicable to Orleans Parish, Louisiana.
10. Manufacturer's Name: Any manufacturers' names, trade names, brand names,

information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the OPSO and such determination shall be final and binding upon all Proposers.

11. Information and Descriptive Literature: Proposers must furnish all information requested in the Request for Proposal. If specified, each Proposer must submit cuts, sketches, descriptive literature, and/or complete specifications covering the products/services offered. Reference to literature submitted with any previous proposal will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.
12. Proposal Submittal Costs: Proposers are responsible for all their costs associated with this RFP. OPSO will not be liable for any costs incurred by the Proposer in preparation of a proposal submitted in response to this RFP, in attending the mandatory Proposal Conference and tour, in conduct of a presentation, or any other activities related to responding to this RFP.
13. Sales Taxes: OPSO, a political subdivision of the State of Louisiana is pursuant to LSA R.S. 47:301(8) (a) and (c) a tax-exempt entity. Accordingly, proposals shall include no component for sales taxes
14. Rejection of Proposals: OPSO reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The OPSO reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposal. Failure to otherwise comply with any of the terms and conditions of this RFP will result in rejection of a proposal.
15. Right to Prohibit Award: LSA-R.S. 39:2192 provides that for contracts awarded after August 15, 2010, any public entity is authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to, any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
16. Cancellation and Revisions to the RFP: OPSO reserves the right to revise the RFP and/or to issue addenda to the RFP. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all those who received the RFP from OPSO. OPSO also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

17. Compliance with Occupational Safety and Health Act, Laws and Regulations: The Proposer's shall comply with all occupational safety and health standards and all other applicable State and Federal Regulations, including but not limited to regulations promulgated by the State of Louisiana board regulating any professional health care providers or other personnel who will be utilized by Proposer to carry out the services contemplated by this RFP. All material and equipment shall comply with standards promulgated by the American National Standards Institute (ANSI) or with the rules of the Food and Drug Administration under the Safe Medical Devices Act.
18. **Compliance with Consent Judgment:** **The Proposer's shall fully comply with the Consent Judgment, United States District Court, Eastern District of Louisiana, in the matter entitled Lashawn Jones, et al and the United States of America v Marlin Gusman, Sheriff. A copy of the judgment may be found in Exhibit A hereto. In the event of any conflict between this RFP and the Consent Judgment, the Consent Judgment will control.**
19. Proposer Investigations: Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representation made by the OPSO that the Proposer will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Proposer
20. Additional Information: All communications, including questions relative to the RFP, shall be directed to John H. Baker, III, Purchasing Director, at the address listed above. The e-mail address of John H. Baker, III is bakerj@opso.us. Should any questions or responses require revisions to the RFP as originally published, such revisions will be by formal amendment only and will be issued by the OPSO. Potential proposers are cautioned that any verbal representations made by OPSO personnel or their representatives, which appear to change substantively any portion of the RFP, shall not be relied upon unless subsequently ratified by a formal written amendment thereto. .  
**Contact by Proposers or potential Proposers to this RFP of the OPSO's past or current health care personnel to gain further information, clarification, or documentation concerning the OPSO RFP is strictly prohibited. Any violation of this requirement will be reason for disqualification by the OPSO of the Proposer for consideration of the services stated in this RFP.**
21. [Intentionally Deleted]

22. Proprietary Information/Public Disclosure: Materials submitted in response to this RFP shall become the property of OPSO. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the OPSO and the successful Proposer. Thereafter, all proposals shall be deemed public records governed by the provisions of Louisiana Public Records Act (La. R.S. 44:1 et. seq.). Pursuant to the Louisiana Public Records Act, all proceedings, records, and other public documents relating to procurement shall be subject to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

Any information in the Proposal that the Proposer desires to claim as proprietary and exempt from disclosure must be clearly designated, identified and marked "Confidential," on the lower right hand corner of each page submitted to OPSO. This is necessary to claim the privilege if any, from disclosure. The Proposer shall also mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend: "The data contained in pages \_\_\_ of the Proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to the Proposer as a result of or in connection with the submission of this proposal, the OPSO shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the OPSO's right to use or disclose data obtained from any source, including the Proposer, without restrictions." Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL". Proposer must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the OPSO will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the OPSO and hold the OPSO harmless against all actions or court proceedings that may ensue (including all court costs and attorney's fees), which seek to order the OPSO to disclose the information. If the owner of the asserted data refuses to indemnify and hold the OPSO harmless, the OPSO may disclose the information.

The OPSO reserves the right to make any Proposal, including proprietary information contained therein, available to OPSO personnel or to other agencies or organizations for the sole purpose of assisting the OPSO in its evaluation of the Proposal. The OPSO shall require said recipients to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Performance of the contract may require the Proposer to have access to and use of documents and data which may be confidential or considered proprietary to the OPSO or other parties with which OPSO has contacted its Proposers, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the contract, would be adverse to the interest of the OPSO or others. Any document or data obtained by the Proposer from the OPSO in connection with carrying out the services under this contract shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the OPSO, acting through the Sheriff.

A charge may be made for copying and shipping any information requested about this RFP. All requests for information should be directed to the Purchasing Director as stated above.

All information related to OPSO's operations which are designated confidential by OPSO and made available to the Proposer in order to prepare a proposal or to carry out any resulting contract, or which become available to the Proposer in carrying out a contract, shall be protected by the Proposer from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to OPSO. Any information that is deemed confidential shall be provided by OPSO to the Proposer in writing. The Proposer shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in its possession, is independently developed by it outside the scope of the contract, or is rightfully obtained from third parties.

**Under no circumstances shall the Proposer discuss and/or release information to the media concerning this project without the express written approval of the OPSO, acting through its Sheriff.**

OPSO may assign any or all of its rights and obligations under this RFP and any resulting contract to the Law Enforcement District of the Parish of Orleans, a political subdivision of the State of Louisiana of which OPSO's Sheriff is chief executive officer.

- 23. It is mandatory that Proposers attend the scheduled Proposer's conference and tour where services are to be provided to familiarize them with the scope of the effort required. Those not attending the mandatory Proposer's Conference will be disqualified from submitting a Proposal on the request.**





## SCHEDULE OF PROPOSAL PROCESS

The following is a schedule of events concerning the proposal process. This schedule may be subject to change if determined necessary by the OPSO.

<u>Event</u>	<u>Date</u>
Distribution of RFP	March 18, 2014
Tour of Jail Facilities	March 31/April 1, 2014
Proposers Conference <b>NOTE: Tour and Proposers Conf may extend into April 1 if necessary</b>	March 31/April 1, 2014
Letter of Intent to Offer	April 9, 2014
Proposal Closing - 3:00 p.m. (C.D.T.)	May 14, 2014
Tentative Oral Presentation ( <b>subject to necessity</b> )	May 29-30, 2014
Notification of Intent to Award	The week of June 9, 2014
Commence Contract Negotiations	The week of June 9, 2014
Contract to be signed no later than	The week of June 23, 2014
Operational Start Date (12:01 a.m. C.D.T.) *	July 1, 2014

**\*Subject to the opening of the Phase II building, which may occur between the period of July 1 and September 1, 2014.**

## PART B

### SPECIAL TERMS AND CONDITIONS

#### General Requirements:

The purpose of these specifications is to solicit sealed proposals for the provision of health care services, health care personnel, and program support services of the Orleans Parish Sheriff's Office("OPSO"). The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposer shall be responsible to submit technical proposal(s) based upon their design that will accomplish the intended purpose as set forth herein.

All questions about the meaning or intent of this Request for Proposal ("RFP") are to be directed, in writing to:

John H. Baker III, Purchasing Director  
Orleans Parish Sheriff's Office  
Office of Procurement  
3000 Perdido Street  
New Orleans, LA 70119

Interpretations, clarifications and or additional information considered necessary by OPSO in response to such questions will be issued by addendum and mailed or delivered to all parties recorded by Orleans Parish Sheriff's Office as having received the RFP. Questions received after the date of the Proposers' Conference will not be answered. Oral or other interpretations or clarifications will be without legal effect.

**A tour of the jail facilities will be scheduled for March 31, 2014, at 10:00 a.m. (C.D.T.). Proposers will meet at the Orleans Parish Sheriff's Office, 819 South Broad Street, New Orleans, LA 70119. A Proposer's conference will follow the tour. The tour and conference may continue into April 1, 2014.** The purpose of the conference will be to offer all interested parties the opportunity to discuss the proposal process, conditions of the Request for Proposal, and to answer additional questions about the current health delivery needs. **Attendance is mandatory at this conference.** Unofficial responses to verbal questions may be offered; however, any substantive questions will be addressed officially in written response.

**ALL INTERESTED PROPOSERS, WHO HAVE ATTENDED THE CONFERENCE, MUST SUBMIT A "LETTER OF INTENT TO OFFER" WITHIN SEVEN (7) CALENDAR DAYS OF THE PROPOSER'S CONFERENCE. FAILURE TO DO SO WILL RESULT IN REJECTION OF THE PROPOSER.**

Any changes made to this Request for Proposal will be shared with all registered Proposers within six (6) calendar days following the conference. Any and all changes will be addressed officially in writing.

## Scope:

- The OPSO currently operates seven detention facilities; each facility is in close proximity to the others. The main facility is the Orleans Parish Prison (OPP). Despite its name, OPP operates like a county jail. OPP currently operates seven jail buildings; these include the McDaniels Transitional Work Center, Templeman V, Conchetta, Temporary Detention Center and the Intake Processing Center, and Tents. Currently, OPSO accommodates approximately 2,545 inmates.

By July, of 2014 (at the opening of phase II), the majority of the inmates are expected to be housed at a new main facility which has a design capacity of 1,438 and a functional capacity of approximately 1,200 inmates. Functional capacity refers to the number of beds available for inmates that can be housed together due to classification requirements. Sixty inmates will be housed in each unit for the main facility which is currently under construction. Services will also be required for Templeman Phase V (TP5), Temporary Detention Center (TDC), and McDaniel's Transitional Work (MCD). The Orleans Parish Prison, the Tents, and the Intake Processing Center will be closed.

In 2013, OPSO booked approximately 30,795 inmates.

At OPSO, inmates with medical complaints are initially evaluated and triaged by a registered or licensed practical nurse during sick call. Pursuant to standing orders, minor treatment or over-the-counter medication may be recommended for the inmate by the registered nurse during this time. More problematic cases or cases indicating, at time of medical intake screening, health and or mental health issues are referred for physical evaluation or follow-up. All inmates requiring infirmary care are currently transferred to an off-site hospital. A dental operatory will be in the Phase II building and a second one in the building identified as TP 5. The facilities use a portable x-ray service and Lab services provided through sub-contracted services.

- Philosophy of Administration:

Through a proposal process, a qualified health care provider will be selected to provide comprehensive constitutional health services to inmates in the custody of the OPSO. The successful Proposer must provide a program that meets the general and unique needs of inmates housed in the OPSO facilities. It is the philosophy of the OPSO to acquire a medical provider to maximize treatment and care of inmates within the detention facilities, thereby avoiding unnecessary instances involving transportation, utilization of staff, and security risks created by off-site movement, and to ensure adequate and constitutional health care. Constitutional care means providing timely access to an appropriate level of medical and mental health care and providing the care ordered by a physician (provider) for inmates with serious medical needs. A serious medical/mental health need is a condition that would, without intervention, lead to a deterioration of function, pain, death or a public health risk.

- Price:

For purposes of proposing, the Proposers should anticipate an inmate population of 2,000 on July, 1, 2014. The price, under all options provided, is to include the furnishing of all professional services, labor, materials, equipment, insurance, licenses, and applicable taxes necessary or proper for the performance of the work. The price should be in accordance with the price sheet shown below. The methodology used in determining these prices should be included in the proposal.

- Medical Equipment

All expenses for medical equipment, as part of the contract proposal, felt necessary by the Proposer to provide health care as required in the RFP exceeding \$500.00 in price **shall be listed and priced separately** by each item and **not included** in the proposal price. Ownership of such separately priced purchased equipment by the end term of contract, (three (3) years), shall be transferred to the Orleans Parish Sheriff Office. OPSO at the end of the term of the contract contemplated by the Request for Proposal (i.e., three years) without payment of any consideration other than the proposal contract price.

## PRICE SHEET

Proposers will manage care, coordinate care, adjudicate and pay all claims, to include coordination of any off-site care providers and potential third party payment resources, and pay all inmate off-site health care applicable cost, not including prior to booking cost, on a monthly basis. The successful Proposer will be required to pay all cost but will be limited to an annual aggregate offsite care cost cap/exposure of \$1,500,000.00 ( One Million Five Hundred Thousand Dollars). The successful Proposer will submit an invoice to Orleans Parish Sheriff's Office, on a quarterly basis, for all claims fully adjudicated and PAID by the Proposer that exceed the annual \$1,500,000.00 aggregate cap, prorated for each quarter . At the end of the twelve month contract period any cost that exceed the annual aggregate cap shall be fully adjudicated, paid and reconciled within 150 days after the end of the twelve month contract period. A final payment will be made by the OPSO to the Proposer of those cost that exceeded the annual aggregate cap. **Note- No inmate medications cost will be allowed to be applied to the annual aggregate offsite care cost cap.** See (Part B, Section C, Paragraph 21 for more details of off-site care options. For further detail concerning payment for services, see Part B, Section A, Paragraph M.)

- 1) Total cost of first year contract:

(Per Diem cost for inmate health care above a monthly average population of 2,100 inmates shall be a credit to the provider and below 1,900 inmates will be a credit to the OPSO.)

- 2) Total cost of second year contract with per diem cost for monthly average inmate population above the 2,200 shall be a credit to the provider and below 2,000 inmates will be a credit to the OPSO.
- 3) Total cost of third year contract with per diem cost for monthly average inmate population above the 2,250 shall be a credit to the provider and below 2,050 inmates will be a credit to the OPSO.

- Objective of the Request for Proposal (RFP):

- 1) To provide prospective Proposers data necessary for preparation of proposals.
- 2) To provide a fair method for objectively analyzing submitted proposals.
- 3) To result in a contract between the successful Proposer and the Orleans Parish Sheriff's Office that will provide generally for the following:
  - a. Quality health services of inmates in the OPSO facilities.
  - b. Requirement that successful Proposer be in complete compliance with all mandates of the Consent Judgment attached hereto as Exhibit "A".
  - c. Development and implementation of a health care plan with clear objectives, policies and procedures that are compatible with those of the OPSO and with a process for documenting ongoing achievement of contract obligations.

- d. Utilization of appropriate personnel in accordance with their scope of practice that are certified and licensed by the appropriate bodies as required in the State of Louisiana.
  - e. Administration leadership that provides for both cost accountability and responsiveness to the contract administrator, (Parish/Sheriff and or their designee).
  - f. Assurance that Federal, State, local and NCCHC requirements and standards of health care are met. Please note that at some time in the future the OPSO may also seek American Corrections Association (ACA) accreditation requiring winning proposer to meet ACA accreditation.
  - g. Continuing education of OPSO staff on matters relative to health care delivery.
  - h. A health care system that is operated in such a way that is respectful of inmate rights to constitutional health care.
- 4) To provide a clear understanding of the requirements of the Consent Judgment as they pertain to medical, mental health and dental services and a medical staffing and clinical plan to meet those requirements.

#### **Proposer Qualifications:**

Proposals shall be considered only from firms who can clearly demonstrate to OPSO a professional ability to perform the type of work specified within the Request for Proposal. Proposers must be able to demonstrate adequate organization, systems, equipment, and personnel to ensure prompt determination of responsibility and ability to perform the contract by the successful Proposer. Proposers must exhibit sufficient experience in managing the requirement of federal consent judgments. The OPSO reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The OPSO shall determine whether the evidence of responsibility and ability to perform is satisfactory, and will make awards only when such evidence is deemed satisfactory. The Parish/Sheriff reserves the right to reject a proposal when evidence indicates the inability to perform the contract by a Proposer.

#### **Preparation and Submittal of Proposals:**

- a. All Proposals shall be signed in ink by the authorized principal of the Proposer.
- b. All attachments to the Request for Proposal requiring execution by the Proposer are to be returned fully executed with the Proposal.
- c. Eight Proposals including one original and seven copies and an electronic copy of the Proposal are to be returned in a sealed package. The face of the package shall indicate the RFP number, time, and date of public acceptance, and title of proposal.
- d. Proposals must be received by John H. Baker, III no later than 3:00 p.m. (C.D..T.), May 14, 2014. Requests for extensions of this time and date will not be granted.

Firms mailing their Proposals should allow for normal mail time to ensure receipt of their Proposals prior to the time and date fixed for the acceptance of the proposals. Proposals or unsolicited amendments to proposals, received by the OPSO after the acceptance date will not be considered.



## Bond Requirements:

### A. Proposal Security

Each Proposal shall be accompanied by proposal security made payable to "Orleans Parish Sheriff's Office," pledging that the Proposer will enter into a contract with Orleans Parish Sheriff's Office on the terms stated in his proposal and will furnish bonds/security as described hereunder.

Should the Proposer refuse to enter into such contract or fail to furnish such bonds/security, when required, the amount of the proposal security shall be forfeited to OPSO as liquidated damages, not as a penalty.

The amount of the proposal security shall be twenty-five thousand dollars (\$25,000.00). Security shall be a certified check, cashier's check, treasurer's check, bank draft, or proposal bond issued by a surety company licensed to conduct business in the State of Louisiana. Bonds shall be written on the surety company's standard form, and the Attorney-in-Fact who executes the bond shall affix to the bond a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.

The Orleans Parish Sheriff's Office will have the right to retain the proposal security of any Proposer to whom an award is being considered until either the (a) contract has been executed or (b) The specified time has elapsed so that proposal may be withdrawn, or (c) All proposals have been rejected, whichever first occurs.

### B. Orleans Parish Sheriff's Office will **NOT** require a Performance Bond for performance of the contract related to this proposal.

## Evaluation of Proposals

An Evaluation Committee appointed by the OPSO will evaluate all proposals and make a recommendation to the Orleans Parish Sheriff.

### 1. Proposer Qualifications

Proposers must be organized for the purpose of providing medical, mental health and dental services and must demonstrate experience and proven effectiveness in administering correctional health care programs.

## Corporate Experience

Proposer must detail its overall related work experience which meets the qualifications of RFP, experience in providing correctional health care programs for jail/resident populations, and current experience in providing programs and services in facilities that are ACA and/or NCCHC accredited. This must include experience in managing and meeting the requirements of federal consent judgments. The proposer must have prior experience with correctional health care contracts with a minimum of five, (5), year's company experience in the direct delivery of health care services in a comparable jail environment.

## Organization Chart and Information

Each Proposer submitting a bid must submit a chart depicting the structure of the Proposer's organization. The organizational chart must also depict the Proposer's parent corporation, any subsidiaries of the Proposer or the Proposer's parent organization, and other significant relationships for the operation of the organization. Any Proposer that is a subdivision of a parent organization must specifically cite the existence of the relationship. Failure to disclose actual corporate structure will be deemed a violation of the RFP

If the Proposer is a subsidiary of a parent organization, the Proposer must indicate whether the parent organization will guarantee payment or performance, or both of the Proposers obligations under the RFP and any resulting contract/

The Proposer shall submit resumes of all individuals holding principal positions identified by the organizational chart. For purpose of this requirement, "principal positions" means the Executive Director, the Chief Financial Officer, the Chief Clinical Officer and the Program Officer or equivalent positions.

The Proposer must provide a brief description of current or past services similar to those proposed, indicating success of those services and target population served by the Proposer. Include the number of prisoners/residents served and a brief description of the types of services provided. Include a summary of the Proposer's current and recent history of performances related to correctional health care including all contracts awarded in the past five years along with contact information for the party with whom the Proposer has contracted.

The Proposer shall demonstrate capacity to successfully manage proposed services.

Proposer shall identify the number of employees in the firm, annualized dollars of payroll, and number of years in business.

Proposer shall provide a current certified Income Statement and Balance Sheet from the actual company/organization contracting with the OPSO to perform services, not a parent Company, Group Division or Subsidiary.

The Proposer shall identify facilities that the Proposer serves that are currently accredited and non-accredited. Include the following information:

- Name of facility, accrediting agency (e.g., NCCHC, ACA, or other), and dates of re-accreditation. List facilities that lost accreditation and the reason.
- List all fines which exceed \$10,000 taken together that the Proposer has incurred under other contracts for non-performance of duties, in whole or in part, within the last three years.
- List all contracts on which the Proposer experienced a complete or partial forfeiture of performance or proposal bonds.
- List all contracts held by the Proposer which were not renewed and the reason for the non-renewal.
- Submit the names, business addresses, telephone numbers, and fax numbers of at least three of your major suppliers and/or sub-Proposers in the last five years.
- Provide the most recent surveys by NCCHC and ACA or another accreditation agency for three systems of similar size to the OPSO's system with which the Proposer has contracted.
- The Proposer shall provide a list of all pending litigation in which the Proposer is a party, all litigation concluded in the past five years, and the outcome, including settlements, of the concluded litigation.
- Discuss any corporate reorganization or restructuring involving the Proposer that has occurred within the last three years and discuss how the restructuring will affect the Proposer's ability to provide services proposed. Also disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of correctional health care. The OPSO reserves the right to terminate the contract, based upon merger or acquisition of the Proposer, during the course of the contract. Include a description of any current or anticipated business or financial obligations, which will coincide with the term of this contract.

#### Corporate Capability

Provide financial information evidencing the Proposer's financial stability and ability to start up and manage the program in the time required using the staff, structure and phase-in required in the RFP. Financial stability should be demonstrated through production of complete audited financial statements for the last 3 years.

#### References

Provide at least ten references for customers and subcontractors from operations similar to OPSO's and include complete contact information for the references.

Provide at least three credit references from major suppliers or businesses with which the Proposer has established a line of credit.

The Proposer must demonstrate sufficient experience to manage this size correctional healthcare operation and the requirements set forth in the Consent Judgment with knowledge of the special problems of incarceration facilities and provision of health care and proper staffing in such facilities. In addition, soundness of approach and quality of the total program offered will be considered.

### **Method of Award**

The OPSO reserves the right to award this contract to the Proposer submitting the proposal that in the opinion of its Sheriff , best serves the requirements of the OPSO. The OPSO intends to make a Proposer selection within twenty six (26), calendar days after the closing date for receipt of proposals. Upon selection, the Parish/Sheriff will issue a Letter of Intent. Contract negotiations must be completed within Fourteen (14) calendar days or the OPSO may elect to cancel the original Letter of Intent and issue another Letter of Intent to OPSO Proposer.

### **Terms of Contract**

A. The contract shall cover a three (3) year period. Upon acceptable terms to OPSO, , the contract may be renewed for two (2) additional one-year extensions based upon negotiations of service delivery and costs. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing, and must be approved by the OPSO/Sheriff and the agent of the Provider. Should a decision be made to increase the scope of the contract, the OPSO and the Provider will mutually agree, in writing, to an adjusted contract price.

## B. Indemnification and Hold Harmless Clause

The successful Proposer shall agree to indemnify and hold harmless OPSO, its Sheriff and its other agents, servants, employees, appointees, officers, administrators, successors or assigns from any and all claims, demands, damages, actions, causes of actions, suits, judgments, or liabilities of any kind or nature whatsoever, asserted or sustained by any person or to any property including but not limited to compensatory, consequential, incidental or punitive damages, and further including any charges, expenses, attorney's fees or other costs incurred, which arise out of or derive from, in whole or in part, the performance of any services, duties, responsibilities pursuant to the Inmate Health Care Services Agreement. The aforesaid agreement to indemnify and hold harmless shall include the successful proposer's agreement to undertake at its own expense the defense of any such action, claims, demands, damages, actions, causes of actions, suits, judgments, or liabilities of any kind or nature whatsoever, brought against OPSO, its Sheriff and/or its other and its other agents, servants, employees, appointees, officers, administrators, successors or assigns, which claims damaged allegedly resulting from, in whole or in part, the performance of any service, duty or responsibility included in or resulting from the Inmate Health Care Services Agreement. The agreement to indemnify and hold harmless shall include indemnity for acts or negligence on the part of Orleans Parish/Sheriff, and its agents, servants, employees, appointees, officers, administrators, successors or assigns and shall not change the status of the successful proposer as an independent contractor nor waive or limit any rights of OPSO and its agents, servants, employees, appointees, officers, administrators, successors or assigns pursuant to Chapter 768, Louisiana Statutes.

**Should the actions of the Proposer fail to comply with any requirements of the Federal Court and its Consent Judgment, the Proposer will be held responsible for any costs and expenses incurred related to the inmate health care portion of the consent judgment to correct the deficiency.**

## C. Insurance

- 1) The successful Proposer shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this Request for Proposal:
  - a) Comprehensive General Liability
    - \$3,000,000 Bodily Injury and Property Damage per occurrence and \$5,000,000 aggregate for bodily injury and property damage with no annual aggregate on an occurrence form.
    - Comprehensive General Form
    - Extended business Liability Endorsement
    - Products/completed Operations (to be provided for minimum of 24 months after completion of work).
    - Broad Form Contractual Liability
    - Personal Injury Liability
  - b) Comprehensive Automobile Liability
    - \$1,000,000 Combined Single Limits for bodily injury and property damage with no annual aggregate on an occurrence form.
    - Statutory Uninsured Motorist Coverage
    - Hired and Non-Owned Coverage
    - Motor Carrier Act Endorsement
  - c) Professional Liability
    - \$1,000,000 per occurrence or claim made, with an annual aggregate of \$3,000,000, if claim made insurance is offered by the Proposer then a Tail Policy must be purchased to cover the prescriptive period for filing of lawsuits in Louisiana. The Proposer must provide annual proof of the “tail” policy for the period of the contract and through the prescriptive period after the policy termination. OPSO shall be added as an additional insured.
  - d) Worker's Compensation and Employer's Liability
    - Statutory Coverage for Louisiana
    - Employer's Liability up to \$1,000,000
    - Broad Form All States Endorsement

- 2) Prior to commencing work under a resultant contract, the successful Proposer shall furnish the OPSO with a Certificate of Insurance naming Orleans Parish/Sheriff as an additional insured, giving a Ninety, (90), day notice of cancellation, non-renewal, or change in the insurance coverage. Any cancellations or lapses of such insurance shall be deemed a material breach of contract.

#### D. Equal Employment Opportunity

The successful Proposer shall comply with all provisions of Federal, State, and local laws, ordinances, and regulations to ensure that no employees or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap, or national origin.

#### E. Warranty Against Contingent Fees

The successful Proposer will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Proposer for the purpose of securing business.

#### F. Subcontracts

OPSO and or its representative must approve, in advance, all subcontracts entered into by the Proposer for the purpose of completing the provisions of this contract. The Proposer will not sell, assign, transfer, nor convey any of its rights except with the written consent of the Parish or its designee. All contracts for services and or activities subcontracted by the Proposer in order to meet the obligations of this RFP must be entered into and completed within thirty days before the contract start date. After contract start date, no subcontracted services and or activities contracted between proposer and subcontracted parties may lapse or remain unassigned more than thirty (30) days.

#### G. Security of Inmate Health Care Records

Medical and psychiatric records are of a confidential nature. The Proposer will agree to establish those procedures necessary to maintain the confidentiality of health care records as required by law. Also, it should be noted that the OPSO has intentions to implement an Electronic Health Records (EHR) system and will require the selected inmate health services provider to work with and utilize the EHR.

#### H. Proposer Personnel

The OPSO may request replacement of any Proposer personnel believed unable to carry out the responsibilities of the contract and shall approve all appointments to the positions of administrator, medical directors, supervising nurses, and other Proposer personnel. OPSO reserves the right to evaluate all Proposer personnel selected to work at OPSO prior to employment of the Proposer. All Proposer personnel will be subject to a security/background check by the Orleans Parish Sheriff's Office.

#### Proposer Compliance

The successful Proposer shall, at all times, observe and comply with all Federal, State, local, and municipal laws, ordinances, rules, and regulations in any way affecting the contract. This shall also include all terms and provisions of the Consent Judgment as attached hereto as Exhibit A. The Proposer shall maintain regular communications with the Chief Corrections Deputy and the Sheriff or their designees, and shall actively cooperate in all matters pertaining to this contract.

#### I. Termination

The OPSO may terminate the contract resulting from this Request for Proposal at any time the Proposer fails to carry out its provisions. The OPSO shall give the Proposer notice of such termination with stated reasons for the termination. If, after such notice, the Proposer fails to cure the conditions within the specified time period contained in the notice but not less than fifteen calendar days, it shall be the discretion of the OPSO to order the Proposer to stop work immediately and leave the premises or to reinstate the contract based upon corrective action. Either party may terminate the contract, without cause, upon giving the other party not less than one hundred twenty (120) day's written notice of termination.

#### J. Failure to Perform

The services rendered under this contract will be critical to the mandated responsibilities of the OPSO. Therefore, the Proposer will reimburse the OPSO for all expenses incurred by the OPSO in providing services which are the responsibility of the Proposer. Such expenses shall be deducted from the monthly payment due the Proposer. In the event the contract is terminated prior to its expiration, all finished or unfinished documents, studies, correspondence, reports, and other products prepared by or for the contractor/proposer under the contract shall become the exclusive property of the Orleans Parish Sheriff's Office. Notwithstanding the above, the Proposer shall not be relieved of liability to the OPSO, its Sheriff, or its other agents, servants, employees, appointees, officers or administrators for damage sustained by any of them by virtue of any breach of the agreement by the Proposer.



K. (Intentionally Omitted)

L. Payment for Services

OPSO shall pay the successful Proposer for provision of designated services during the term of the contract, in the amount of the proposal or the agreed upon sum, which shall be payable in equal monthly payments subject to adjustments as herein provided. Payment Term will be recorded by the OPSO as Net 45 days. (The Parish will pay the successful Proposer within 45 days after the date of receipt of a correct invoice describing work reasonable and applicable to the contract.)

A "per diem" for inmate population above the stated yearly inmate population caps shall be allowed the Proposer also a per diem credit shall be allowed to the OPSO for inmate population below the stated inmate population floor.. The per diem charge allowed per inmate shall be derived from the inmate population cap per contract year by 2,000 inmates in the first year, 2,100 inmates in the second year and 2,150 inmates in the third year. The use of a "per diem" figure is intended to establish a basis for pro-rating charges/credits payable to the successful Proposer or OPSO in case of fluctuation in the jail population over/under anticipated inmate populations in years one through three as outlined below.

Whenever the average number of inmates per billing periods in excess of 2,100 in year one, the Provider shall be paid at a rate equal to the number by which the average of 2,100 is exceeded times the per diem rate times the number of days in the affected billing period.

Whenever the average number of inmates per billing period, falls below 1,900 in year one, the OPSO shall be credited in an amount equal to the number by which the average is less than 1,900 times the per diem rate times the number of days in the affected billing period.

Whenever the average number of inmates , per billing period is in excess of 2,200 in year two, the Provider shall be paid at a rate equal to the number by which the average of 2,200 is exceeded times the per diem rate times the number of days in the affected billing period.

Whenever the average number of inmates per billing period, falls below 2,000 in year two, the OPSO shall be credited in an amount equal to the number by which the average is less than 2,000 times the per diem rate times the number of days in the affected billing period.

Whenever the average number of inmates per billing period, in excess of 2,250 in year three, the Provider shall be credited in an amount equal to the number by which the average of 2,250 is exceeded times the per diem rate times the number of days in the affected billing period.

Whenever the average number of inmates per billing period, falls below 2,050 in year three, the OPSO shall be credited in an amount equal to the number by which the average is less than 2,050 times the per diem rate times the number of days in the affected billing period.

Any additional payments to the provider or credits to OPSO for inmate population of the Orleans Parish Sheriff's Office in excess or below the appropriate number of inmate's yearly cap, as stated, will be paid or credited to the Provider or to OPSO in the billing period following the billing period during which the population exceeded or was below the inmate cap for that year.

The inmate population shall be determined as of 5:00 a.m. (local time) every day of the contract term and the population for all of the days in a billing period (month) divided by the number of days in the billing period (month) shall be the average population for that billing period's computations.

#### M. Third Party Reimbursements

Proposer will, where possible, seek third party insurance reimbursement for inmate medical services performed by the Proposer or by outside medical services. The Proposer will share all documentation received on insurance of third party claims with the OPSO. The Provider will make every effort and establish operational procedures to routinely pursue all insurance claims, and other means of subrogation, for medical treatment provided.

The efforts to collect insurance information from the inmates upon booking and the successful performance by the selected Proposer in seeking and collecting third party payment for inmate health care services must be demonstrated and reported to OPSO on a monthly basis. This responsibility will be closely monitored by the OPSO or their designee in order to measure the compliance and success of the proposer.

Proposer will be required to manage applicable provisions of the Affordable Care Act as it relates to the inmate population.

#### N. Obligations of OPSO

The OPSO shall provide space, limited housekeeping, linens, laundering, facility fixtures, utilities, telephone service (excluding long distance charges), and security. The disposal of contaminated waste shall be the responsibility of the Proposer. Disposal of these wastes must be in accordance with all Federal, State, and local laws.

O. Public Information

Neither the Proposer nor the OPSO shall voluntarily publish any findings based on data obtained from the operation of the contract contemplated by without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

The Proposer will provide the OPSO with any and all requested information pertaining to the contract contemplated hereby/Provider's operation when requested in writing by the Sheriff or his designee. The information will be submitted in written form.

P. Research

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without prior written consent of the Sheriff or his designee. The conditions under which research shall be conducted shall be agreed to by the Proposer and the Sheriff or his designee, and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the participation of an inmate as a subject.

Q. Compliance with National Commission on Correctional Health Care Standards

Proposer will provide health care services which meet or exceed the National Commission on Correctional Health Care Standards and will obtain medical accreditation for each facility by the National Commission on Correctional Health Care. The current inmate health services program is NCCHC accredited. The Provider will agree to pay The Orleans Parish Sheriff's Office the amount of fifty thousand dollars, (\$50,000.00), for liquidated damages fee if NCCHC accreditation is not maintained for any facility during contract period. Failure to meet or maintain NCCHC accreditation shall constitute a material cause for contract termination.

R. Compliance with State Minimum Jail Standards

The successful Proposer will provide services which comply with all applicable Louisiana minimum jail standards

S. Compliance with Federal Consent Judgment

Proposer will provide services which meet or exceed the provisions within the

Consent Judgment attached hereto as Exhibit A as they pertain to medical and mental health services within 150 days of start date of the contract with OPSO or pay the Orleans Parish Sheriff's Office \$25,000. If medical/mental health requirements under the Consent Judgment are not fully met within 210 days of contract start date an additional \$25,000 as liquidated damages will be levied against the proposer. Consent Judgment compliance will be determined through the audit results of the assigned Federal Consent Monitor and or her consultant staff.

T. Access to Management Information

OPSO shall have the complete and unlimited right to access any and all information maintained by Proposer which may be needed to insure compliance with the contract terms and conditions. The Proposer shall make available all records or data requested.

U. Permits and Licenses

All permits and licenses required by Federal, State, or local laws, rules and regulations necessary for the implementation of the work undertaken by the Proposer pursuant to the contract shall be secured and paid for by the Proposer. This includes NCCHC Certification cost. It is the responsibility of the Proposer to have and maintain the appropriate certificate(s) valid for work to be performed in the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate or license is required.

V. Equipment and Space Available

For the life of the contract, the successful Proposer is responsible for the purchasing of all medical/office equipment less than \$500.00 necessary to perform inmate health care. The Proposer shall also be responsible for repair or replacement of all medical equipment, (whether belonging to the Provider or to OPSO), used by any health care Provider's staff. In like manner, the OPSO shall be responsible for any direct loss or damage to property or equipment of the Proposer caused by negligence of the OPSO employees.

The OPSO has limited capital equipment available for use by the Proposer during the contract term. The Proposer shall evaluate the existing capital equipment available and development a list of necessary equipment and pricing. This list and pricing will be a necessary part of the proposer's submission but is to be separate from the proposer's cost. See pricing sheet for details. Any equipment used by the Proposer shall be kept in operating condition at the expense of the Proposer, who shall be solely responsible for repair and maintenance of the equipment while it is in the care and custody of the Proposer. All equipment listed in Exhibit B

entitled “Orleans Parish Sheriff’s Office Equipment” and any equipment purchased by the successful Proposer shall revert to the Sheriff upon contract termination in its present condition, reasonable wear and tear accepted. Equipment may be inspected by the Proposers during the stated Proposers' Conference. The existing Medical Section of the OPSO Facilities will be placed at the disposal of the Proposer. All utilities and general structural maintenance of this area shall be the responsibility of the OPSO. Special wiring, outlets, or other electrical work reasonably necessary to the operation of the Proposer shall be at the expense of the OPSO. Modifications requiring structural changes shall be at the expense of the Proposer.

## Specifications and Program Requirements

The successful Proposer will be expected to meet the following specifications and program requirements. This listing is not intended to be all inclusive, but serves as a guideline with recommendations for the operation of a constitutionally adequate health care program for the inmate population in the custody of OPSO. This includes the responsibility for providing all primary medical, dental, mental health services, offsite inmate care, and claims management processes.

More specifically, this responsibility provides for medical screening, admission evaluation, sick call, infirmary care, hospitalization, all off-site service management, ambulance transport, pharmacy services, laboratory and radiology services, medical clearances for intra- and inter-agency transfer, food handling and work clearances, the continuing care of identified health problems, detoxification, emergency services and comprehensive mental health services.

The successful Proposer will be expected to provide comprehensive services that are legally defensible and which meet the NCCHC Standards for Health Services in Jail facilities and all provisions pertaining to medical, mental health and dental requirements within the current Department of Justice consent judgment attached hereto as Exhibit "A". Proposers are encouraged to elaborate in detail on their specific plan for meeting the requirements of the medical and mental health services within the Consent judgment.

### A. Administrative Requirements

- 1) A singularly designated a) physician health authority (Medical Director), b) psychiatrist for mental health services and c) dentist for dental services, all with responsibility for assuring the appropriateness and adequacy of inmate health care in their respective areas.
- 2) A full-time Health Services Administrator and Director of Nursing with the authority to oversee the administrative requirements of health care programs, such as recruitment, staffing, data gathering and review, monthly reports of contract services activity as required by OPSO, the Consent Judgment, contracts, medical record keeping, and other management and

clinical services.

- 3) Health Care personnel sufficient to provide appropriate medical and mental health services as outlined in this RFP and, as required, services under the Consent Judgment. During the scheduled absence of the Director of Nursing, a Registered Nurse must be assigned to act as a Charge Nurse. A detailed staffing schedule will be required as part of the inmate health care proposal showing, by jail facility, site by shift, all medical, mental health, dental and health care administrative positions indicating work schedules. Each position shall also have listed the hourly wage/contract fee and applicable benefit cost. Appropriate relief and vacation scheduling shall be required and indicated in the staffing plan for all positions
- 4) Copies of clearly defined written agreements for twenty-four (24) hour service with hospitals, physicians, ambulance companies, laboratory services, radiology services, onsite dialysis services and others involved in providing care to inmates will be provided to and approved by the OPSO. All subcontracts of every nature are subject to the approval of the OPSO.
- 5) Well defined operational policies and procedures to include, at a minimum, those required by the NCCHC standards, the Consent Judgment for medical and mental health services and the OPSO policies and procedures necessary to specify the role of medical services in a jail setting and to provide a liaison between the medical and security staff.
- 6) A comprehensive annual statistical report will be forwarded to the OPSO. In addition, monthly and daily statistics will be required by site and in total, as follows:

a) **Monthly Statistics**

Narrative reports shall be submitted on the fifteenth calendar day of each month to Chief Corrections Deputy and the Contract Monitor with data reflecting the previous month's workload, to include:

- Inmates' requests for various services
- Inmates seen at sick call
- Inmates seen by physician
- Inmates seen by dentist
- Inmates seen by psychiatrist and mental health staff
- Inmates seen by psychologist
- Infirmary admission, patient days, average length of stay
- Off-site activity related to all Hospital admissions, Emergency Room and Offsite Physician/ Consult activity/cost
- Medical specialty consultation referrals and cost
- Intake medical screening

- Ten (10) day history and physical assessments
- Psychiatric evaluations
- Diagnostic studies
- Report of third party reimbursement, pursuit, and recovery
- Percentage of inmate population dispensed medication
- Inmates testing positive for venereal disease and TB
- Inmates testing positive for AIDS or AIDS Antibodies
- Inmate mortality
- Number of hours worked by entire medical staff and staffing compliance to contract staffing levels
- Reports required by Consent Judgment monitors
- Other data deemed appropriate by the Chief Corrections Deputy

Additional documentation supporting all off-site cost may be required if the OPSO chooses to insure its off-site catastrophic exposure.

**b) Daily Statistics**

A narrative report for the previous twenty-four (24) hours, capturing the following data shall be submitted to the Support Services Manager upon a daily basis prior to 9:00 a.m. (local time), to include:

- Transfers to off-site hospital emergency departments
- communicable disease reporting
- Suicide data (i.e., attempts and actions/ precautions taken)
- Report of status of inmates in local hospitals and infirmaries
- Staffing positions unfilled
- Submit completed medical incident report copies
- A list of lost medical files
- History and Physical and Medical Intake Screening status report

7) On a scheduled basis, the central administrative staff shall have documented monthly meetings with OPSO administrators to evaluate statistics, program needs, problems, and coordination between custody and medical personnel. As required the central administrative staff shall be available to the Federal Consent Judgment monitors.

8) The proposer shall prepare a written jail disaster plan acceptable to OPSO providing for the roles of health care staff in times of emergency or threat thereof, whether accidental, natural, or caused by man. The contract provider for medical services shall, in times of emergency or threat thereof, whether accidental, natural, or caused by man, provide medical assistance to the Orleans Parish Sheriff's Office to the extent or degree required by

OPSO policies and procedures.

B. Personnel Requirements

1. Staffing Schedule:

b.) a.) The Proposal shall include a schedule showing the staffing coverage planned for each housing unit/facility within the OPSO, for a full week's period, with number and types of staff persons to be assigned for various shifts and days and the hourly wages and benefit cost the Provider plans to pay for each position. The schedule (staffing chart) shall indicate the professional qualifications required to fill each organizational position, the expected extent of the use of "outside" Medical Doctors, including their specialties and frequency of visits to the OPSO, and the number of "inside" medical professionals and other staff (MD, Psychiatrist, PA/ARNP, RN, LPN, Paramedics, EMT, CNA etc.), including their estimated hours of on-site coverage. This staffing schedule shall be listed separately from the body of the Proposal and be clearly designated as the Staffing Schedule.

b.) Proposed staffing will be in accordance with positions required to properly, and in a timely manner meet all medical, mental health and dental services, as indicated in this request for proposal and to meet NCCHC Standards, and the Consent Judgment, fulfilling all necessary inmate health care obligations. However, final staffing for the delivery of medical services will be as mutually agreed upon by written contract between the Proposer and the Orleans Parish Sheriff's Office.

2) Physician services must be sufficient to provide the required needs of each day and assure medical evaluation/follow-up within twenty-four (24) hours of post-nursing triage referral (including weekends and holidays). In addition, twenty-four (24) hour physician on-call services with availability for consultation and on-site needs system-wide is required as well as offsite care utilization and case management concurrent to the time of care.

3) Nursing services must be available to provide for the following:

- a) Infirmary coverage at all times.
- b) Intake screening on all inmates at time of admission.
- c) Histories and physicals on all inmates within ten (10) days of admission.
- d) Medications to be delivered as medically indicated.
- e) Sick call triage and follow-up on a daily basis.
- f) Appropriate and timely responses to medical and mental health needs and emergencies.



- g) Physician assistance services.
- 4) Sufficient clerical support staff must be available to support the medical contract.
  - 5) Written job descriptions and post orders to define specific duties and responsibilities for all assignments at each facility must be available at each site.
  - 6) Copies of staffing schedules encompassing all health care staff are to be posted in designated areas and submitted to the Chief Corrections Deputy and Contract Monitor on a bi-weekly basis, with daily updates regarding changes.
  - 7) The successful Proposer will be required to credit the OPSO for the actual costs of service hours not provided by any medical staff or contracted medical services position from the initial date of non-service to the date of the staff position filled. To avoid the credit, the open positions may be filled by equally qualified staff on an over time or pool agency basis not to exceed thirty days. Positions vacant for greater than a thirty day period will be assessed a credit of 1.5 times the wages/benefit cost for that position.
  - 8) The successful Proposer shall provide the name, date of birth, local address, previous employment, social security number, and copy of driver's license for all employment applicants. Prior to OPSO approval for employment, an applicant screening shall be conducted, coordinated with the OPSO, fingerprints and background check may be required. Applicable licenses and/or certificates for all professional staff must be on file with the OPSO prior to employment. In addition, malpractice insurance must be on file **for all Physicians and Nurse Practitioners/Physician Assistants, Psychiatrist, Dentist and other professional or paraprofessional employees,** if available.
  - 9) The successful Proposer shall provide a written plan for orientation and staff development/training appropriate to their health care delivery activity for all health care personnel. This plan must outline the frequency of continuing training for each staff position. OPSO employees shall be included in all appropriate educational offerings.
  - 10) Provisions for pharmaceutical services to assure the availability of prescribed medications within eight, (8), hours of the order of issue being written and provisions for emergency pharmacy services within two (2) hours. Pharmacy services consistent with State and Federal laws and/or regulations, monitored by a licensed qualified pharmacist must be maintained as/if required. The winning Proposer will be required to cooperate, coordinate and participate with the OPSO to secure the Federal 340B program. The parties are currently exploring the use of 340B drug pricing through University Hospital system.
  - 11) The Proposer shall provide the policy and procedural use of OTC's and a list of legend medications that may be safely self-administered by inmates (also known as Keep on Person (KOP) medications). The procedure should include restriction of KOPs for any inmate unable to manage the responsibility of self-medication.

- 12) Recording the administration of medications in a manner and on a form approved by the medical director to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.
- 13) Dental services sufficient to provide for emergency and medically required dental for inmates at jail facilities within a reasonable period must be available.
- 14) Coordination with the detentions facilities Food Services Supervisor to ensure the provision of food service needs which include:
  - a) Menus planned for not less than twenty-eight, (28), days in advance and certified by a nutritionist.
  - b) Certified, modified diets available for inmates when ordered by the medical director.
- 15) The OPSO may prohibit entry to any secure facility, or remove there from, a contract employee who does not perform his/her duties in a professional manner.
- 16) The OPSO reserves the right to search any person, property, or article entering or leaving its facilities.

C. Care and Treatment Requirements

- 1) Provision for twenty-four (24) hour a day emergency or immediate medical services to include on-site emergencies, transportation, and acute hospital services with a minimum of one physician and appropriate health care providers.
- 2) In addition to twenty-four (24) hour a day emergency service coverage, the hours for routine inmate sick call at each site shall be at levels which allow for all inmates needing medical and or mental health services to be seen by appropriate personnel on the same day that they request such services, should the need arise outside the scheduled sick call rounds in the housing units.
- 3) Written manual of standardized policies and defined procedures approved by the medical director and the OPSO must be reviewed at least annually and revised as necessary under direction of Proposer with approval of the Orleans Parish Sheriff's Office.
- 4) Provision for necessary laboratory and x-ray services. All abnormal laboratory and x-ray results shall be reviewed and signed off by a physician with a follow-up plan of care outlined.
- 5) Development of a mental health program procedures and policies, and

appropriate mental health staffing will be developed which meets the requirements of the NCCHC and the Consent Judgment for evaluation, treatment and/or referral. This shall include, but not be limited to the following:

- a) When isolated for psychiatric purposes, inmates shall be examined by a psychiatrist or qualified mental health personnel/designee within twenty four (24) hours after confinement.
- b) Medical evaluation must support medical confinement of inmates based on risk of physical danger to self or others.
- c) Medical service must continue to provide follow-up care and treatment during the entire time an inmate is held in medical confinement on at least a three (3) day per week basis.
- d) A psychiatrist or his/her medical designee will be responsible to determine when an inmate should be sent or returned to general population with documentation in the medical record regarding these decisions.
- e) All inmates referred for mental health evaluation will receive a comprehensive diagnostic examination including a psychosocial history and mental status evaluation. This examination will include an assessment of suicidal risk, potential for violence, and special housing needs.
- f) Psychotropic medication will be used where appropriate. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All inmates placed on drug therapy will be seen within 48 hours by a psychiatrist. Precautions to be followed will include:

After the opening of the Temporary Detention Center building the for occupancy by inmate in need of mental health services, successful proposer shall be prepared to provide appropriate staffing and mental health /medical services for Acute Mental Health cases to include a mental health step down unit and or mental health crisis beds.

- 1) The psychiatrist will review the inmate's medical record to determine which medications the patient has been receiving prior to prescription of psychotropic medication.
- 2) Prior to the prescription of psychotropic medication, inmates will be informed by a member of the mental health staff about the risks of taking such medication, in accordance with

applicable standards of care. All female inmates will be so informed by a member of the mental health staff about the risks of taking such medication while pregnant. A pregnancy test will be provided prior to the prescription of psychotropic medication to female inmates wishing such a test, if such a test has not already been provided upon intake.

All patients placed on medication will be evaluated for signs of toxicity. Blood pressure will be regularly checked and drug levels monitored where appropriate with documentation of this information to be placed routinely in the inmate's record.

- g) Alcoholism/Drug services will be offered to those inmates who are referred to the program for mental health problems and, who also have mental health problems and, who also have alcohol/drug related problems. These services will be provided by mental health professionals and psychiatrists and should include case findings, referrals, liaison work, and post release planning.
- 6) Development of special medical program which exists for inmates requiring close medical supervision, chronic and convalescent care needs. This section must include specific guidelines for housing standards of these inmates. Requirements to be included are:
    - a) Each inmate assigned this classification must have a written individualized treatment plan.
    - b) Inmates committed under the influence of alcohol or drugs must be separated from the general population and kept under close observation for a reasonable time period.
    - c) Inmates with suicidal tendencies and those with a history of having seizures, as determined by medical director, must be assigned to quarters that have close observation.
    - d) Pharmacological support care must be determined by a physician.
  - 7) OPSO and medical and mental health staff shall share relevant information including, but not limited to, communicable disease and behavior problems/disorders.
  - 8) Define a program for meeting the special needs of the female population, e.g., pregnancy.
  - 9) The successful Proposer shall be responsible for operation of a Communicable Disease Unit.
  - 10) A written plan with specifics for provision of specialty health care services shall be followed.

- 11) Provision for examinations and medical clearance for all inmate workers, trustys, work release inmates, and inmates assigned to work programs outside jail facilities, prior to placement in the assignment. Inmate worker medical clearances must include:
  - a) Relevant past medical history, including communicable disease, heart problems, respiratory problems, allergies, back problems;
  - b) Questions for current signs and symptoms of illness;
  - c) Current vital signs, including blood pressure, pulse, temperature;
  - d) General examination for overall physical and mental health, with specific reference to (1) examination for evidence of communicable disease to include, but not to be limited to, skin problems such as rash, wounds, sores, boils, etc; and (2) heart and lung examinations;
  - e) Current test for tuberculosis;
  - f) Current test for Sexually Transmitted Disease;
  - g) Completion of trusty clearance form prior to inmate placement in such assignment.
  
- 12) Documented inmate medical and mental health screening shall be provided within five hours of attendance at the OPSO and must be based on structured inquiry and observation, performed by qualified health care personnel, twenty-four, (24), hours a day, seven, (7) days a week. There will be a \$100 charge to the Proposer for every screening that exceeds the five hour limit.
  - a) No unconscious person or a person who appears to be too seriously injured shall be admitted to the OPSO. They must be referred immediately for emergency medical attention and their admission or return to the OPSO is predicated upon written medical clearance.
  - b) Receiving screening findings should be recorded on a printed form approved by the medical director and OPSO, and shall be provided by the Proposer.
  - c) At a minimum, the screening must include inquiry into:
    - 1) Current illness and health problems including mental, dental, and communicable diseases; this includes documentation of prior or present suicidal ideation.
    - 2) Medications taken and special health requirements;

- 3) Use of alcohol and drugs, including types, methods, amounts, frequency, date/time of last use and history of problems related to stoppage;
  - 3) For females, a history of gynecological problems and pregnancies;
  - 5) A list of current health insurance available to inmates.
- d) At a minimum, the screening must include the observation of:
- 1) Behavior, including state of consciousness, mental status to include thoughts of prior or present suicidal ideation, appearance, conduct, tremors, sweating;
  - 2) Notation of body deformities, trauma, markings, ease of movement;
  - 3) Condition of skin and body orifices, including rashes and infestations, needle marks, or other indications of drug abuse;
- e) Inmates must be medically cleared before they are sent to general population;
- f) All new admissions/screening charts are to be reviewed and signed by a qualified physician, physician assistant or nurse practitioner within twenty-four (24) hours.
- 13) Each inmate shall be given a health appraisal, including a physical examination by qualified health care personnel within ten (10) days after admission to the jail system, based on the criteria of the NCCHC. There will be a \$200 charge to the Proposer for every H&P that exceeds ten days.
- a) The extent of the health appraisal, including physical examination, is defined by the medical director, however, it will include at a minimum:
- 1) Review of intake screening forms;
  - 2) Collection of additional data regarding complete medical, dental, psychiatric, and immunization histories;
  - 3) Appropriate laboratory and diagnostic tests to detect communicable disease (e.g., Sexually Transmitted Disease

- and Tuberculosis);
- 4) Recording vital signs (height, weight, pulse, blood pressure, temperature);
  - 4) 5) Physical examination with comments about mental and dental status. A gynecological assessment must be included for females;
  - 6) Review of physical examination and test results by a physician for problem identification;
  - 7) Initiation of therapy when appropriate;
  - 8) Other tests and examinations as appropriate.
- b) The form used for the health appraisal must be approved by the medical director and the OPSO, and shall be provided by the Proposer.
  - c) OPSO policy and procedure requiring a health appraisal must be contained in the standard operating procedures of the medical section.
  - d) Inmates referred for treatment as a result of the health appraisal must be seen the following day unless the Proposer making the referral orders them to physician sick call on another day.
- 14) Medical staff shall be responsible for all housekeeping duties within their assigned areas and spaces with the exception of the floors, bathrooms, and showers.
  - 15) Medical staff shall respond to acute medical needs of the OPSO staff on duty and document services provided.
  - 16) Inmates will not be allowed to provide any health care services, including record keeping.
  - 17) Copies of all inspection reports shall be provided to the OPSO and Contract Monitor.
  - 18) All outside medical consultations/treatment shall be coordinated in advance with the OPSO Transportation Section. No information (time, date, etc.) is to be given to any inmate prior to being transported.
  - 19) The successful Proposer shall be responsible for the disposal of all

contaminated waste. This material must be removed from within the facility to a secured area and disposed of as required.

- 20) The successful Proposer shall be responsible for any cost associated with prenatal, delivery, and post natal care of pregnant inmates. The Proposer will not be held responsible for cost associated with infant care.
- 21) Unusual Costs/ Off- Site Health Care

Orleans Parish Sheriff's Office requires the Proposer process, adjudicate and pay any applicable cost to provide "off-site" care outside the jail. The inmate health care services that are not covered by Louisiana Department of Corrections' Correct Care Integrate Health or any other qualified Third Party insurance coverage/provider shall be adjudicated and paid by the Proposer up to an annual aggregate cap amount of \$1,500,000.00 (One Million Five Hundred Thousand Dollars) The Proposer will be reimbursed the PAID cost that exceed the \$1,500,000.00 annual cap, on a pro rated basis, quarterly by the OPSO after receipt of any applicable off site care services not covered by the Louisiana Department of Corrections or any other eligible third party insurance provider. Invoices and summary reports, by inmate name, showing location of services rendered, brief description of care provided, date of services, date of invoice received, amount billed , amount paid, payment check number and date of payment will be required. The Proposer shall be responsible for all inmate health care expenses incurred outside of the facility up to the annual \$1,500,000.00 aggregate cap that are not covered by the Louisiana Department of Corrections agreement or a third party insurance provider. This will include all expenses for inmate health care specific to injury and or illness affecting one inmate or more than one inmate during an annual contract period to be reconciled at the end of each quarter with final reconciliation due from the Provider One Hundred and Fifty (150) days after the end of the contract year. Any off site inmate health expenses that are not able to be adjudicated and or paid by the contract Proposer by the end of the 150 day reconciliation period must be noted to the OPSO on an exceptions report no later than the 150 day reconciliation period. The Proposer shall keep the OPSO informed by way of a summary report on the progress/status of the claim/claims noted from the exception report on a monthly basis.

**NOTE-**If annual inmate health care Offsite Cost do not exceed the annual aggregate cap of \$1,500,000.00, the Proposer will be required to Credit the OPSO for the difference between the most recent annual contract twelve month period paid cost and the \$1,500,000.00 aggregate cap. The credit will be due the OPSO 150 days after the end of the annual contract period.

D. Medical Records Requirements



1. A medical record consistent with State regulations and community standards of practice shall be maintained on each inmate held beyond first appearance in court.

2. Information Technology Requirements:

The OPSO is requesting, as part of the proposal, that the Proposers provide an Electronic Health Care system (EHR). The EHR software must interface with OPSO's inmate management software, providing new bookings, moves, transfers and releases along with other demographic information including pictures. The EHR software must interface with the pharmacy, providing orders of new medications entered into the EHR directly to the pharmacy Proposer. By directional interface development of jail management system, lab, pharmacy, x-ray and the commissary will be the responsibility of the successful inmate healthcare Proposer. The EHR software must interface with the radiology and lab Proposers, providing orders to and/or results from the lab/radiology Proposer containing lab/radiology results and values to populate directly into the inmate's chart. The EHR software must interface with the pharmacy provider to allow orders to and or data from the provider and directly populate the inmate's chart as appropriate. Ordering/re-ordering and inventory management of the inmate medications is also required as part of the EHR.

Describe and demonstrate the effectiveness of the proposed approach to:

- Standards
- Integration and Interfaces
- Results Capturing and Tracking
- Document Imaging

Provide a general system diagram. Outline technical specifications of the proposed system, including database structure, network components and architecture and description of technologies used for implementation including a list of all other software and/or hardware needed to operate the system. Describe the overall EHR proposed system and requirements.

EHR system must run terminal services server for medical staff to access and input data via "Remote Desktop" on laptops (via wireless) and PC's in the medical facilities at the jail. Software must be able to run in a terminal service environment.

The EHR Proposer will provide timely patches to provide solutions to any programming issues. The EHR Proposer will provide at least a quarterly update with new features added to the software. The EHR Proposer will assist our facility's IT staff with installing the new updates.

**Any costs/charges associated with this system should be listed separate**

**and apart from the cost proposal for inmate health care services. Submitted plans must address such issues as hardware, software, technical support, and ownership at the termination of the contractual period. Please breakout pricing and descriptions regarding:**

- a. Annual licensing fees**
- b. Annual support costs (technical support for software and hardware issues)**
- c. Start-up costs (including ancillary link development cost installation and training cost)**
- d. Annual training costs**

OPSO does not currently utilize an electronic health record system (EHR). Proposers are asked to propose a plan for full implementation of an EHR with interfaces to existing OPSO technology and diagnostic services to begin by the first quarter of the second year of the contract period. The successful EHR system will provide comprehensive EHR functionality and interoperability. The system must provide easy and efficient means for medical staff to more effectively manage individual patient treatment. Functionalities will include: Patient Management Capabilities, Computerized Provider Order Entry, flexible Reporting and Querying. Interoperability with current jail management system, conformance to existing and emerging national vocabulary format and reporting, are key objectives. With the approval of the OPSO, the Proposer will be responsible for procurement and maintenance of the computer equipment and will provide software system, installation, integration, training, implementation support and ongoing technical support of the EHR system. The OPSO will provide IT staff to facilitate EHR implementation in conjunction with Proposer's IT staff.

The successful Proposer shall also cooperate and provide assistance to OPSO in the development and implementation of software "linkage" between local health care providers (i.e. local primary hospitals and physician groups) and the jail EHR system. This is to include the linkage development, between OPSO inmate EHR system and the Proposers for future purposes of claims management and billing of off-site and or onsite health care services as may be allowed by law. Any additional future cost associated with EHR links or changes in the provider network will be the responsibility of the Proposer.

3. Individual health care records will be initiated and maintained for every inmate regarding medical, dental, or mental health services as a result of the inmate screening process, or for services rendered following assignment to a housing area.
  - a) Inmates returning from outside hospital stay or clinic visits are to be seen by the MD/PA/NP staff. A note regarding this review with reference to follow-up in-house must be documented in the inmate medical record.
  - b) The results of tuberculin tests shall be read and documented on a daily basis.
  - c) Medical staff shall perform reviews, medical examinations, medical summaries or certifications as are necessary for intra-system transfers, Louisiana Sheriff's Offices transfers to the Department of Corrections or to other facilities, food handling and work clearances which must be completed within twenty-four (24) hours from the

time the names are provided.

- d) Medical summaries shall be prepared and sent with inmates being transferred to any correctional facilities other than OPSO.

**The inmate health record shall include, but not be limited to:**

- a) Intake screening form;
  - b) Medical and Mental Health appraisal forms;
  - c) Physician/Psychiatric order/treatment plans;
  - d) Prescribed medications administered or not administered, date, time, and by whom;
  - e) Complaints of illness or injury;
  - f) Findings, diagnoses, treatments, and dispositions; to include separate infirmary care management forms and Chronic Care Clinic forms.
  - g) Health service reports;
  - h) Consent and refusal forms;
  - i) Release of information forms;
  - j) Inmate medical request forms;
  - k) Medical grievance forms;
  - l) Signature and title of each documenter;
  - m) Laboratory, radiology, and diagnostic studies;
  - n) Consultation, emergency room and hospital reports and discharge summaries.
  - o) All mental health assessments and follow up activity with subsequent care plans related to mental health.
- 4) Confidentiality of medical records will be assured. The medical and psychiatric records will be kept separate from the custody records. Data necessary for the classification, security, and control of inmates will be provided to the appropriate OPSO personnel. Medical records will be made available to OPSO personnel when required to defend any cause of action by any inmate against the OPSO.

- 5)
- 6) Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.
  - a) Inactive medical records will be maintained in accordance with the laws of the State of Louisiana and the American Medical Association. After two (2) years, inactive medical records will be, at the Proposer cost, properly stored so as to remain intact and accessible.
  - b) Information concerning any court or legal documents affecting inmates and the medical contract Proposer must be provided, in writing, to the designated OPSO representative prior to the close of the shift following their service/receipt.
  - c) If an inmate's medical record cannot be located within forty-eight (48) hours of the discovered loss, a duplicate record shall be immediately generated. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record, and after a duplicate file has been created, the two files shall be joined to form one file.

E. Quality/Assurance Requirements

A quality assurance program will be ongoing, consisting of regularly scheduled audits of inmate health care services with documentation of deficiencies and plans for correction of deficiencies. The quality assurance plan shall include a provision for program and contract monitoring (peer review) by an "outside" correctional health care consultant on an annual basis, the results of which shall be made available to the Chief Corrections Deputy and designated OPSO staff. The cost will be paid by the successful Proposer.

F. Financial Requirements

The successful Proposer will be responsible for all costs related to inmate health care services including, but not limited to:

- 1) Pharmaceutical/medical supplies;
- 2) Office and medical equipment to include dental, radiographic, emergency, examination room, etc;
- 4) Personnel;
- 5) Required off-site emergency and non-emergency services (hospital, specialty services, dental, laboratory, radiology); in accordance as outlined in this RFP Section 10, Specifications and Program Requirements, C, Care

and Treatment Requirements, 21) Unusual Costs/ Off- Site Health Care.  
6) Prosthesis;

7)

The Proposer shall provide/Pay for all eye care/eye glasses on a referral basis when it is deemed necessary by the Proposer for the health and well-being of an inmate.

8) Forms, office supplies, books;

9) Sufficient copying equipment to support the contract;

10) Reimbursement for all long distance telephone charges incurred using the counties telephone extensions;

11) Contaminated waste disposal.

9. EXCEPTIONS TO PROPOSAL: All proposals must clearly and with specificity detail all deviations to the exact requirements imposed upon the Proposer by the General Terms and Provisions (Part A) and Special Provisions (Part B). Such deviations should be stated upon the Proposal (Part C) of appended thereto. In instances where an a deviation is stated upon the Proposal (Part C), said proposal will be subject to rejection by OPSO if, in OPSO sole judgment such deviation could cause the proposer to be unable to fulfill the responsibilities imposed upon Proposer by the General Terms and Provisions (Part A) and the Special Provisions (Part B).

10. HEALTH CARE CONTRACT: The successful Proposer must enter into a contract with OPSO, the terms and conditions of which must be acceptable to the OPSO, whether addressed in this Request for Proposal or not. A tentatively selected health care Proposer that fails to meet the contractual terms of the separate needed contract shall be rejected.

## PART C

### PROPOSAL FOR INMATE HEALTH CARE SERVICES

Include as part of your proposal an overview of your company indicating the background of your general management and staff. Provide insight as to how you propose to begin your service to our facility.

The proposal shall include samples of all forms proposed to be used in the performance of the contract.

The proposal shall include an organization chart identifying specific areas of responsibilities of all staff members supported by job descriptions and qualifications of each staff member.

The Proposer shall include a list of all litigation that the firm is currently involved in and all damages, cost, paid by the Proposer in the last five (5) years in determined negligence.

We would expect to see reference to prior experience in this field along with documentation of staffing and personnel turnover.

We require a copy of your most recent audited Financial Income and Balance Statement from your most recent fiscal year, along with proof of A.M.A. certification of your staff and State licensing reports for the past three years.

Please included, as part of the proposal package, a Statement of References Form, (Financial and Business), which must be completed as part of your response.

The proposer understands that this Proposal **must be signed** in ink, and that an **unsigned** Bid Proposal will be considered incomplete and subject to rejection by Orleans Parish Sheriff's Office.

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A) AND THE SPECIAL PROVISIONS (PART B), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN  
FOR THIS PROPOSAL TO BE CONSIDERED BY THE  
ORLEANS PARISH SHERIFF'S OFFICE

NOTE - EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE ORLEANS PARISH SHERIFF'S OFFICE. If, in OPSO's sole judgment, it/they might cause the proposer to be unable to provide any of the services contemplated by this RFP in a proper manner. **ALL PROPOSERS SHOULD CAREFULLY READ General Terms and Provisions (Part A) and Special Conditions (PART B).**

1. The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions (Part A) and the Special Conditions (Part B), upon which this Proposal is based, to wit:

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---



## PROPOSAL FORM

Proposal Title: INMATE HEALTH CARE SERVICES  
Proposal Number: RFP OPSO-2014-10

By signing this proposal, the undersigned Proposer affirms that said proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation providing a proposal of the same purpose, and that this proposal is in all respects fair and without collusion or fraud. The undersigned understands that this proposal must be signed in ink and that an unsigned proposal will be considered incomplete and subject to rejection by Orleans Parish Sheriff's Office.

THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING INSTRUCTION TO THE PROPOSERS AND THE SPECIFICATIONS, SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL. ALSO, THE UNDERSIGNED (PROPOSER), BY THE SIGNATURE EVIDENCED, AGREES TO INDEMNIFY AND HOLD HARMLESS OPSO, its Sheriff, agents, successors, assigns AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) RESULTING OUT OF ANY ALLEGED INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS HELD BY OTHER AS ARISES OUT OF THE PROPOSER'S PERFORMANCE OF ANY CONTRACT AWARDED BY THE PARISH/SHERIFF PURSUANT TO THIS PROPOSAL.

**Mandatory proposal requirement**- Please provide **a separate** price/cost breakdown, using the line item categories as outlined below, for **each of the Three annual contract periods**. The program/cost applied to each of the categories by the Proposers in the development of their price proposals listed below should be based on the cost for that category and that period in conjunction with the assumed inmate population for that period. The sum total of the listed categories cost for each period should equal the total proposal cost for that annual period .

**COST CATEGORIES FOR EACH CONTRACT PERIOD**

Proposers shall provide contract pricing which is inclusive of all costs for all required health care services as described herein, rendered inside and outside the Facilities for each of the following periods for each category listed below. This cost will be the total of all price breakdowns as listed below and should be based on an assumed billable population of 2,000 in year one, 2,100 in year two and 2,150 in year three. The price is to include the furnishing of all professional services, labor, materials, equipment, insurance, licenses and applicable taxes necessary for proper performance of the contract services requested. Provide total cost for each year and must include the breakdown for each year as listed below.

A. June 1, 2014 – May 31, 2015 - \$ \_\_\_\_\_ Total Cost Year 1

B. June 1, 2015 – May 31, 2016 - \$ \_\_\_\_\_ Total Cost Year 2

C. June 1, 2016 – May 31, 2017 - \$ \_\_\_\_\_ Total Cost Year 3

This total cost for each year will be the total of all price breakdowns as listed below:

	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
Population	2,000	2,100	2,150
Employee Benefits and Salaries	\$ _____	\$ _____	\$ _____
Contract Fees	\$ _____	\$ _____	\$ _____
Offsite Care Cost	\$ _____	\$ _____	\$ _____
Pharmaceutical Services (Please detail cost by all drug Classifications, example HIV cost.)	\$ _____	\$ _____	\$ _____
Lab	\$ _____	\$ _____	\$ _____
X-Ray	\$ _____	\$ _____	\$ _____
Dialysis	\$ _____	\$ _____	\$ _____
All Medical Supplies	\$ _____	\$ _____	\$ _____
Malpractice Insurance	\$ _____	\$ _____	\$ _____
Administrative Costs (Please indicate what they include)	\$ _____	\$ _____	\$ _____

Fed, State & Local Taxes and Licenses

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL COST OF EQUIPMENT TO BE PURCHASED BY PROPOSER AT THE START OF THE CONTRACT**

**PLEASE ATTACH SEPARATE SHEET LISTING BY ITEM, MANUFACTURER TYPE, NUMBER PURCHASED, AND COST OF EACH MEDICAL EQUIPMENT IN EXCESS OF \$500.00 FELT NECESSARY TO PURCHASE BY PROPOSER IN ORDER TO PERFORM HEALTH CARE OPERATION.**

\$ \_\_\_\_\_

**The Proposal is hereby signed as of the date indicated by an official authorized by the Proposer.**

**Proposer:**

**By: \_\_\_\_\_ (SEAL)  
Authorized Signature**

\_\_\_\_\_  
**Print Name of Signer**

\_\_\_\_\_  
**Title of Signer**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Telephone Number**

**3.1 SEPARATE CONTRACT PRICING**

In addition to a total cost basis contract, the OPSO shall evaluate separate pricing of an Electronic Health Record System for the Inmate Health Care Services. The pricing is to include the furnishing of all professional services, labor, materials, equipment, insurance, licenses and applicable taxes necessary for proper performance of the contract services requested. Provide total cost for each year and must include the breakdown for each year as listed below.

**I. Comprehensive Electronic Health Records System**

This total cost for each year will be the total of all price breakdowns as listed below:

Fiscal Year	2014	2015	2016
Initial Installation Cost/Training	\$ _____	\$ _____	\$ _____
Annual Support Charges (technical support)	\$ _____	\$ _____	\$ _____
Administrative Costs	\$ _____	\$ _____	\$ _____
(Monthly Charges, Annual licensing fees, Annual training costs, Update Costs, etc.)			
Contract Fee	\$ _____	\$ _____	\$ _____

**The Proposal is hereby signed as of the date indicated by an official authorized by the Proposer.**

**Proposer:**

**By: \_\_\_\_\_ (SEAL)**  
**Authorized Signature**

\_\_\_\_\_  
**Print Name of Signer**

\_\_\_\_\_  
**Title of Signer**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Telephone Number**

## **STATEMENT OF BUSINESS REFERENCES**

The following references are provided for your information and are available for contact.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
  
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
  
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
  
4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_

## STATEMENT OF FINANCIAL REFERENCES

The following references are provided for your information and are available for contact.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
  
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
  
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_
  
4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_

**EXHIBIT A**  
**CONSENT JUDGMENT**



**EXHIBIT B**  
**ORLEANS PARISH SHERIFF'S OFFICE EQUIPMENT LIST**