



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department

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<https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/>

REQUEST FOR PROPOSAL
RFP #21-0054
MEDICAL SERVICES – CORRECTIONS

September 9, 2021

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide medical services. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CDT, November 2, 2021.

All contact concerning this solicitation shall be made through the Purchasing Department. Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Proposer’s response.

Sincerely,

Joseph Thomas

Joseph Thomas, CPSM, C.P.M.
Director of Purchasing

JT/lj

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1.0 GENERAL INFORMATION

1.1 Introduction

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the county. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints. The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 511,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for client medical service. The county intends to use the results of this process to award a contract(s) or issuance of a purchase order for the product(s) and or services(s) stated above.

Sedgwick County will be the contracted party of the contract resulting from this RFP. The contract will be administered by the Sedgwick County Department of Corrections.

The contract administrator for the Sedgwick County Department of Corrections will be Project Manager. This Request for Proposal (RFP) is issued on behalf of Sedgwick County by the Purchasing Department, which is the sole point of contact for the county during the procurement process.

1.2 Scope of the Project

Sedgwick County Department of Corrections:

For the Department of Corrections, the population identified for the Juvenile Detention Facility is a capacity of 108 with ADP of 55 in 2019 and 44 in 2020 and the population for the Juvenile Residential Facility is a capacity of 24 with ADP of 15 in 2019 and 15 in 2020. The Department of Corrections desires Comprehensive Medical Services for youth detained/held in the Juvenile Detention Facility and youth held in the Juvenile Residential Facility. Department of Corrections desires to have comprehensive medical care through a single provider to cover needs of youth while detained/held. The Department of Corrections is also requesting input as optional services for mental health at Juvenile Detention and Residential Facilities. A further request as an option for service provision at the Adult Residential and Work Release Programs. The total capacity for the two adult programs is 165 residents. A projected average daily population is 150. A projection of medication needs is 54% of this population.

All applicable licensing regulations and requirements will be followed and the contractor will assume responsibility for meeting regulations in all applicable areas.

Regulations for Licensing Detention and Secure Care Centers (DCF Detention) can be found at the link below:

http://www.def.ks.gov/Agency/GC/FCRFL/Documents/FC_Regs_detention_secure/Regulations_for_Detention_Secure_Care.pdf

Regulations for Licensing Residential Centers.... (DCF Residential) can be found at the link below:

http://www.def.ks.gov/Agency/GC/FCRFL/Documents/FC_Residential_Center_Group_Boarding/15ResidentialandGroupBoardingHomesAllSections.pdf

1.2.1 Project Description

The county is soliciting a competitive Request for Proposal (RFP) to retain the professional services of a Contractor to provide comprehensive health and mental health services to the client population. These services shall consist of medical, nursing, mental health (social work, psychiatry), medical records, dental, lab, x-ray, ancillary services, pharmacy, medication dispensing to clients, as well as off-site emergency, outpatient specialty, inpatient hospitalization services, and medical assessments of all new JDF and JRF employees. It is the goal of the county that the vendor provides as many services as possible on-site, within the confines of the Sedgwick County Department of Corrections' Facilities and Programs to minimize community trips.

In this RFP, this Contractor may be referred to as vendor or provider, depending upon the context.

The county would like to see proposers submit alternative proposals from which the county may choose from to enhance the current level of program services by including on-site specialty and diagnostic services, dialysis, hospitalization, hospice, specialized detox services, medication assisted treatment programs, and other comprehensive services.

The purpose of this total health system network is to provide quality healthcare including mental health services in order to help facilitate quality preventive care and education, early identification and intervention, and treatment.

The goals and objectives of the contract resulting from this RFP are:

- To provide comprehensive health and mental health services to the client population.
- To ensure high quality comprehensive health and mental health services to the client population within the control of Sedgwick County Department of Corrections.
- To deliver services in a manner consistent with community standards in the greater Sedgwick County area as well as with applicable State of Kansas statutes, federal laws and constitutional requirements.
- To treat clients with respect and dignity in all interactions and encounters.
- To comply with professional standards and accreditation guidelines for the Regulations for Licensing Detention and Secure Care Centers (DCF Detention) and Regulations for Licensing Residential Center (DCF Residential)
- To establish reports and other mechanisms to ensure accountability to county for services and staffing provided.
- To maintain documentation of services provided that is accurate, complete, thorough and comprehensive.
- To audit services and staffing through a system of quality improvement.
- To maintain staffing levels within prescribed guidelines and patterns identified in this proposal.
- To provide appropriately credentialed and licensed/certified/registered health and mental health professionals and staff.
- To create an employee-focused work environment that fosters professional growth and development.
- To initiate systems for recruitment and retention of qualified staff.
- To enhance staff skills and job satisfaction with continuing education and staff development activities.
- To focus on client satisfaction with the “client” including the client population, the health and mental health professionals, and county.
- To ensure communication is open and forthright regarding all issues relative to the contract and county.
- To work both cooperatively and collaboratively with county toward the common goal of quality health care.

1.3 Exclusions

1.3.1 Clients Exclusions

The following clients are not considered as covered under this RFP:

- In-home restriction, house arrest, electronic surveillance/detention.
- Escape status and not in the physical custody of county.
- The vendor will not be responsible for direct care of Sedgwick County clients boarded in other county Detention Facilities due to Sedgwick County's crowding, but will be responsible for outside facility medical care costs and prescriptions for these clients in other counties and for assurance of continuity of care when processing these clients in and out of the Sedgwick County Detention Facilities and consulting with the other detention facility healthcare providers.
- Day-reporting or non-custody individuals.

Clients within the physical custody of county regardless of facility or out of county housing location are included in this RFP. This includes state clients of the Kansas Department of Corrections, clients housed from other city or county detention facilities or other state juvenile prison systems, federal detainees or clients, or probation/parole violators returned to custody under county. Any external reimbursement for off-site services for these individuals' care, or for pharmaceuticals, shall revert to the county in payment or reduction of billing. Any third party reimbursement funds received by the vendor as a result of submission for off-site client healthcare must be provided to the county in payment or reduction of billing.

1.4 Reduction and expansion of services

County reserves the right to expand services should additional funds become available during the contract term. Expansion of current services to provide enhanced programming or to meet the need of an increased population may be requested by county, based upon the availability of supplemental or expanded funding or grants. County reserves the right to reduce the scope of services during the contract term.

Any information contained herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volume levels.

1.5 Definitions

The following definitions are used throughout the RFP.

County means Sedgwick County

County Agency means Department /Division utilizing the service or product

Proposer/vendor means a firm submitting a proposal in response to this RFP.

Contractor means proposer awarded the contract.

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the county. In the event the county finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting such supplement on the Sedgwick

County website.

Distribution of Request for Proposal to interested parties	September 8, 2021
Mandatory Pre-Proposal Meeting/Tour of Building	September 22, 2021
Questions and clarifications submitted in writing by 5:00 pm CDT	September 30, 2021
Addendum Issued by 5:00 pm CDT	October 4, 2021
Sealed Proposal due before 1:45 pm CDT	November 2, 2021
Evaluation Period	November 2021
Oral presentation by invited vendors	November 2021
Board of Bids and Contracts Recommendation	December 2021
Board of County Commission Award	January 2022
Contract start date	January 1, 2023

1.7 Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held to respond to written questions and to provide any needed additional instruction to vendors on the submission of proposals. All vendors who intend to respond to the RFP shall be prepared to attend the pre-proposal meeting. A tour of the facilities impacted in this RFP will also be conducted.

Date: Wednesday, September 22, 2021

Time: 10:00 am

Locations for start of tours:

Sedgwick County Department of Corrections:

700 S. Hydraulic, Wichita, Ks 67211

881 S. Minnesota, Wichita, Ks 67211

622 E. Central Ave., Wichita Ks 67202

Guest will need to provide a photo idea and wear a mask while in the building.

1.8 Contract Term and Funding

The contract shall be effective on January 1, 2023 at 12:00 am and shall run for three (3) year(s) from that date, with an option by mutual agreement of the county and contractor, to renew for two (2) additional one (1) year periods. Alternatively, the county may elect for a five (5) year contract. Should the parties wish to renew the contract for the two (2) additional one (1) year periods, proposed rates for years four (4) and five (5) must be submitted to the Director of Corrections, by way of their contract administrators, by June 1 of the year prior to the renewal.

1.9 Reasonable Accommodations

The county will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/pre-proposal meeting, contact the Purchasing Department at (316) 660-7265.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal plus references and any required on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit **one (1)** original, **seven (7)** paper copies, and **one (1)** electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Joe Thomas
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. At the conclusion of this process, all proposals will be available for review in accordance with the Kansas Open Records Law.

2.3 Incurring Costs

Sedgwick County is not liable for any cost incurred by proposers in replying to this RFP.

2.4 Submittal Instructions

SUBMITTALS are due NO LATER THAN 1:45 pm CDT, TUESDAY, November 2, 2021.

Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 pm CST, on the due date. No information other than the respondent's name will be disclosed at bid opening.

Proposal Terms

Questions and Contact Information

Any questions regarding this document must be submitted in writing to Joe Thomas at Joseph.Thomas@sedgwick.gov by 5:00 pm CDT, September 30, 2021. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/current-rfbsrfps/previous-rfbsrfps/> under the Documents column associated with this RFP number by 5:00 pm CDT October 4, 2021. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a minimum of five (5) years' experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

2.5 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number assigned in the RFP.

Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)

Organizational qualifications

Staff qualifications and Facilities

References

- Response to technical requirements (See Section 5 of this RFP)
- Cost proposal (See Section 7 of this RFP)

- Required forms (See Section 11 of this RFP)
- Appendices (Additional Information the proposer submits)

Attachment A	Reference Data Sheet
Attachment B	Designation of Confidential and Proprietary Information
Attachment C1	Cost Summary Page, Juvenile Detention & Residential – Medical
Attachment C2	Cost Summary Page, Juvenile Detention & Juvenile Residential – Option #1 Mental Health
Attachment C3	Cost Summary Page, Adult Residential and Work Release Programs – Option #2 Medical Assessment and Medication Management
Attachment C4	Cost Summary Page Adult Residential and Work Release Program – Option #3 Mental Health Services
Attachment D	Salary Ranges and Rates
Attachment E	Staffing Tables- Department of Corrections – Juvenile Detention Facility & Juvenile Residential Facility

2.6 Multiple Proposals

Multiple proposals from a vendor will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

2.7 Oral Presentations and Site Visits

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the county. The county will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the county on the date scheduled may result in rejection of the vendor's proposal.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (See Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event all vendors do not meet one or more of the mandatory requirements, the county reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines it is in the best interest of the county to require oral presentations, the highest ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored again, and the final ranking will be made based upon those scores.

3.3 Right to Reject Proposals and Negotiate Contract Terms

The county reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the county may negotiate a contract with the next highest scoring proposer.

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Component	Points
General Requirements	
a. Organization capabilities & Experience client list and references (Sections 4.2 & 4.4)	10
b. Staff qualifications – governance and administration (Section 4.3)	10
c. Litigation and claims history and experience (Section 4.5)	5
Technical Requirements	
a. Scope of Services (Section 5.0B)	10
b. Staffing (Sections 5.1-5.6)	10
c. Health promotion and disease prevention (Section 5.7)	5
d. Special needs services (Section 5.8)	5
e. Health Records (Section 5.9)	5
f. Pharmaceuticals (Section 5.26)	5
g. Diagnostic services/ Hospital and specialized ambulatory care (Sections 5.28 & 5.39)	5
h. All other requirements (All other elements of section 5)	10
Cost	20
Total Points	100

3.5 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

3.6 Notification of Intent to Award

As a courtesy, the county may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

Provide an overview of the company's interest in and ability to provide comprehensive client medical and mental health services to Sedgwick County.

4.2 Organization Capabilities

The company is required to provide an overview of the firm's size, corporate staffing organizational structure and format, including a detailed explanation of services presently provided by the firm and related core competencies. The vendor must also indicate the specific firm strengths that are most compatible with Sedgwick County's RFP objectives of the Contractor.

Provide narrative about the company's ability to offer complete healthcare services to include: Physician Services, Nursing, Mental Health Services, Ancillary Services, medical Clearance and assessment for the Juvenile Intake and assessment Center, and Pharmaceutical Services. Include details about services provided.

Attach an organization chart including the corporate hierarchy to the level of owner/board of directors with position titles and names of each incumbent with the reporting structure clearly defined.

The tables of organization should relate to the lowest level being the on-site format for reporting and lines of command. This may require the submission of multiple organizational charts.

Document experience in obtaining accreditation through the NCCHC, ACA, or applicable state accreditation agencies.

4.3 Staff Qualifications – Governance and Administration

Attach resumes for all senior management staff within the corporation. In addition, provide resumes of the key on-site management team potentially identified for the contract including the Medical Director, Health Service Administrator, Director of Nursing, Director of Mental Health and Psychiatrist.

The Health Services Administrator shall hold a Baccalaureate degree in a health-related field such as public health, public administration, business administration, hospital administration, nursing, etc., or possess education and experience which demonstrates competence and success in administering a complex organization, managing numbers of personnel comparable to the Sedgwick County health services program, complying with accreditation standards, and displaying a commitment to continuous quality improvement, particularly in a healthcare related environment. A master's degree and correctional experience are preferred.

The Medical Director shall be licensed in the State of Kansas and that license shall be in good standing. DEA licensure shall be current and in good standing as well. The Medical Director shall be Board Certified or Board Eligible in one of the following specialty physician fields: family practice, internal medicine, emergency medicine, or preventive medicine.

Final medical judgments shall reside with the responsible, designated Medical Director who is responsible for the clinical care provided throughout this contract. The Contractor shall be responsible for all decisions relating to the delivery of healthcare services provided under this contract, for on-site services as well as off-site services.

The Director of Nursing shall hold a Baccalaureate degree in Nursing. Have and maintain current licensure as a Registered Nurse within the State of Kansas. The Director of Nursing should have experience in the practice of nursing and possessing advanced studies and expertise in administration of Nursing Services. The Director of Nursing shall have the authority, responsibility and accountability for structuring, comprehensive planning, and implementing the Nursing Service Program.

The Director of Mental Health shall have a Master's degree in psychology, social work or behavioral science field. Have and maintain licensure to practice psychology or social work within the State of Kansas. The Director of Mental Health provides clinical and administration supervision and direction to mental health staff and oversight of mental health services with the Sedgwick County Adult Detention Facilities and Sedgwick County Department of Corrections Facilities.

Psychiatrist shall have a Doctorate in psychiatry. Have and maintain licensure to practice medicine in the State of Kansas and be board-certified in psychiatry. The Psychiatrist provides a full range of psychiatric services to clients. The Psychiatrist shall provide clinical consultation regarding identified cases to mental health and healthcare staff.

Each candidate is subject to review and approval of county. The Contractor shall submit updated resumes to the county for approval throughout the contract if at any time these personnel turn over.

Acknowledge you understand, you are required to submit resumes to the county for approval throughout the contract if at any time the key on-site management team personnel turn over and will comply.

4.4 Experience, Client List and References

Geographic Scope

Identify the geographic scope of the firm, whether local, within Kansas, regional, national or international. If the company is not local, identify the location of the closest office designated to provide project support, supervision and oversight.

Provide details regarding off-site (from SCALDF) resources dedicated to this contract and indicate percentage of time committed exclusively to this project.

Client List

List all clients for the last five years. Include both current and former contracts and include appropriate contact person names and titles, agency (city, county, state, federal, etc.), location with address and telephone number as well as facsimile number and e-mail address (if in existence). Each contract must be identified as current or former and if a prior contract, why the contract was lost, when and to whom. Locations must be included where services were provided even if no executed agreement was ever reached.

Disclose any contract terminations with jails, juvenile detention facilities, and prisons (i.e. projects cancelled prior to contract completion) for any reason during the past 5 years. Describe the circumstances and provide the customer's name, e-mail or mailing address and telephone number. Failure to disclose such terminations may be grounds for county to reject the proposal and eliminate it from further consideration.

If none, state "None".

4.5 Litigation and Claims History and Experience

Legal Claims

Submit a listing of all legal claims closed and pending relating to client health services, problems or disputes over the firm's performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, malpractice, civil rights – individual versus class action, etc. Cases should be separated by type of litigation, i.e. state tort malpractice, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform.

If none are known to exist, state "None".

Settlements

Provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described.

If none are known to exist, state "None".

Legal Actions Initiated by Proposer

Specifically disclose any jails, prisons, juvenile detention facilities, counties or states operating a jail, juvenile facilities or prison the vendor has sued. Failure to disclose closed or pending claims, legal settlements, and/or jails, juvenile detention facilities, prisons, counties or states operating a jail, juvenile detention facility or prison being sued may be grounds for county to reject the proposal and eliminate it from further consideration.

If none are known to exist, state “None”.

4.6.1 Annual independent contract compliance evaluation

The Contractor must obtain the services of an independent consultant to conduct an annual review of contract compliance, quality improvement programs, and the assessing of Holdbacks as addressed in 9.3 of this document. This professional must be experienced in the field of correctional healthcare, familiar with NCHC and ACA standards. Additionally the county must be included in the selection process and has final approval of the consultant. The independent assessment shall be performed in the second (2) year of the contract and provide a basis for county to initiate extension of the initial agreement by one (1) to two (2) years. All expenses related to the independent correctional health consultant shall be the responsibility of the vendor. The report of the independent evaluator shall be delivered to the SCDOC Project Manager prior to December 31st of the second (2) year of the contract.

Describe your experience in obtaining the services of an independent consultant to conduct an annual review of contract compliance and quality improvement programs. If your firm does not have experience in this area, please indicate that here.

5.0 SCOPE OF SERVICES

The successful vendor will be expected to meet no less than the following specifications and program requirements. This scope of services is a guideline for company response format and a proposed structure for the contract. It is not necessarily all-inclusive.

5.0B Department of Corrections Proposed Scope of Services

I. Scope of Services

Staffing Levels, Duties Responsibilities

The successful bidder shall provide sufficient professional health care providers to deliver seven-day-a-week, 24-hour-a-day, on-site medical and psychiatric care inclusive of pharmacy and medical supplies. The health care providers shall be subject to, and responsible for, the following conditions and duties applicable to all persons detained/held:

- a. Staff responsible for care in the facility will include, at a minimum, M.D. oversight and services, APRN or RN, LPN and medication aides for medication distribution and a Psychiatrist or APRN with Psychiatrist oversight. Staffing pattern, scheduling and shift assignments consistent with sound medical policy and practice. Cost associated with staffing will be provided.
- b. All applicable licensing regulations and requirements will be followed and the contractor will assume responsibility for meeting regulations in all applicable areas.

Regulations for Licensing Detention and Secure Care Centers (DCF Detention)

http://www.dcf.ks.gov/Agency/GC/FCRFL/Documents/FC_Regs_detention_secure/Regulations_for_Detention_Secure_Care.pdf

Regulations for Licensing Residential Centers.... (DCF Residential)

http://www.dcf.ks.gov/Agency/GC/FCRFL/Documents/FC_Residential_Center_Group_Boarding/15ResidentialandGroupBoardingHomesAllSections.pdf

- c. Twenty-four hour physician on-call medical services with availability for consultation and on-site needs.
- d. Review of intake paperwork and initial health assessment. Timelines must be met. See licensing regulation links in 5.0 B I b. Please describe what process will be in place to meet this requirement.
- e. Please describe how your agency will provide sufficient physician or physician extender services to ensure effective medical evaluation, psychotropic medication evaluation and follow up/treatment.
- f. Please describe your process for conducting a medical clinic or sick call on a daily basis at both facilities under the direction of a medical director. Nurse's clinic or sick call shall be conducted by, at a minimum, LPN level staff. All service requests or referrals will be reviewed on a daily basis. Non-emergency requests for medical services must be triaged within 24 hours of receipt and must comply with all applicable standards.
- g. Please describe detoxification care and monitoring services.
- h. Medical file management including: assessments, orders, chart documentation, completing, reviewing and updating medication administration records, shot records, triage records, care/treatment records, and weekly file audits. Please describe how staff will track this information in order to insure all documentation has been completed and is accurate.
- i. Review of any external care provider instructions and continuity of care including locating, referring and coordinating treatment when indicated for pre-incarceration/detainment injuries or health conditions. All efforts will be made to provide care internally when possible and utilize third party payer resources whenever possible before the county is asked to pay for expense. Please indicate if expense due to lack of appropriate staffing will be paid for by the vendor.
- j. Please describe how appropriate referral or follow up requirements for continuity of care when a resident is released from either facility will be completed.
- k. Medical evaluation and clearance of residents for transfer to other correctional institutions as needed. Please describe how staff will insure the continuity of care if released to the Adult Detention Facility?
- l. How will you insure continuity of services for transition period between current health care provider/pharmacy providers?

- m. Written job descriptions to define specific duties of all personnel assigned on-site to include a written plan for staff orientation, development and training. All applicable training requirements for a DCF licensed facility in Kansas will be followed. See licensing regulation link in 5.0 B I b. Please indicate how current staff written job descriptions and job descriptions that have been update will be shared with DOC.
- n. Psychiatric care (M.D. or APRN) to include an evaluation of medication needs and ongoing medication management sessions as scheduled dependent on resident need. A psychiatrist specializing in child/adolescent age is preferred.
- o. One of the assigned medical staff at the facility shall be the designated liaison with the facility administration to ensure contract communication, compliance and quality assurance.
 - 1. Please identify how statistics shall be maintained to show compliance and service delivery numbers.
 - 2. Please identify the process to insure weekly file audit information will be provided to facility staff.
- p. Delivery of all resident medications as prescribed on a 24 hour, 7 day a week basis should be conducted only by qualified medical staff or trained facility staff. Please describe your process for completing medication rounds.
- q. Please describe how the completion of intake screening review will be completed within 48 hours of admission.
- r. Please describe how the health assessment will be completed within 10 days of admission at the detention facility and within 30 days of admission to the residential facility in order to stay within compliance
 - 1. Assessment of youth presenting at the Juvenile Intake and Assessment Center (JIAC) will be completed as needed to ensure youth medical/physical needs can be met in a detention environment.
- s. Please describe your process for appropriate and timely responses to immediate medical needs and emergencies.
- t. Immunizations or referral for immunizations as identified.
- u. TB testing and health assessment screening for new hire staff working in Department of Corrections 24 hour facilities.
- v. Health care will be managed by the contractor and the Medical Director shall take all reasonable steps to keep off-premise health care visits to a minimum. Please address specific steps to avoid need for community services.
- w. Hospitalization in necessary situations shall occur locally at approved medical hospital.

- x. The successful bidder shall provide specialty and subspecialty care where and when required or schedule and coordinate the provision of such care with outside providers. However, without sacrificing the quality or level of care, treatment should be provided in-house to the degree possible.
 - 1. The following specialty care would include but not be limited to:
 - a. OB/GYN (including pregnancy testing)
 - b. Pre-natal care
 - c. Diabetes monitoring/care/treatment
 - 2. The successful bidder shall provide input on plan to involve youth's parent/guardian in care decisions.
- y. Ancillary Services
 - a. Please describe the process for laboratory services including testing /coordination inclusive of PPD/tuberculosis tests, syphilis serology, gonorrhea culture, pap smears, hematology, HIV testing , Hepatitis B and urinalysis.
 - b. Please describe radiological services with services on site to the degree possible.
 - c. Pharmacy Services: The successful bidder shall provide pharmacy services or contract for those services in the most cost effective manner. Please describe your process for pharmacy services.
- z. Please describe your process for medical Diet Requirements, how these will be ordered and monitored in conjunction with food services.
 - a. Medical supply costs/ordering for necessary levels of care of detained population will be the responsibility of the successful bidder.

If the initial reference to the separate bid for mental health services is sufficient, then that would be the end of our Section 5. However, if it is necessary to also add in the Optional Service Requests, they are listed below. However, these are not minimum qualifications, just a request for proposals for costs of potential optional services (Mental Health and Adult Residential & Work Release).

The Department of Corrections seeks a separate bid for Mental Health Service Provision as follows:

OPTIONAL SERVICES #1 - MENTAL HEALTH SERVICES FOR THE JUVENILE DETENTION FACILITY

In addition, county requests a separate cost amount for mental health services to provide suicide prevention, crisis intervention and healthy coping skills to youth detained at the Juvenile Detention Facility or authorized for services at the Juvenile Residential Facility. The scope of work for this request is as follows:

- a) Please describe the staffing pattern to provide 24 hour services, seven days per week.
- b) Please describe the management of the suicide prevention and intervention policies and responsibility for 24/7 on call services.
- c) How will efforts be focused on suicide prevention and maintaining safety and security for clients?
- d) Describe the process for assessing for victimization and provision of mental health crisis intervention with suicidal, psychotic or potentially violent clients.
- e) Describe how services would be provided for on-going assessment of behaviors and conditions experienced by clients.
- f) Conducts structured interviews with clients; gathers and assesses information regarding psychiatric, emotional or mental problems, their origin, progression and severity; assesses the proposed client's mental status and the need for treatment.
- g) Provides individual and group mental health services.
- h) Conducts program required education groups.
- i) Provides liaison support to medication providers.
- j) Serves as a point of contact for families and service providers. Confers with care givers to encourage coordinated services. Reviews client files and behaviors with other agencies on a periodic basis and participates in updates with other provider organizations to reflect current status and needs of clients.
- k) Please describe participates in the behavior management process.
- l) Describe how vendor would consult with corrections staff and service partners regarding client issues.
- m) Participates in staff conferences.
- n) Describe how vendor will prepare and maintain a record of contacts and the client's progress.
- o) Provides discharge referrals to community based agencies.
- p) Describe how statistic will be gathered, tracked, and provided in a monthly/quarterly reports. Collects and analyzes program data to measure performance and outcomes and prepares regular reports for administrators.
- q) Maintains awareness of referral sources and other community resources.
- r) Reviews and addresses written and verbal reports concerning procedural problems; behavior of clients and transition of discharged clients to other services.
- s) Meets with the management team regularly to review programming matters
- t) Provides orientation and in-service training for staff; prepares and conducts training sessions.

OPTIONAL SERVICES #2 – MEDICAL ASSESSMENT and MEDICATION MANAGEMENT FOR ADULT RESIDENTIAL AND WORK RELEASE PROGRAMS

Department of Corrections Adult Residential and Work Release Programs

County also requests a separate cost amount for services to provide medical assessment and medication management for the Adult Residential and Work Release Programs. The Adult Residential Program has a capacity of 65 and the Work Release Program has a capacity of 100.

Staffing Levels, Duties Responsibilities

The successful bidder shall provide sufficient professional health care providers to deliver medical services as mandated by the Kansas Department of Corrections for residential services. The health care providers shall be subject to, and responsible for, the following conditions and duties applicable to all persons detained/held:

- a. Staff responsible for care in the facility will include, at a minimum, M.D. oversight and services, APRN or RN/LPN and medication aides for medication distribution.

Staffing pattern, scheduling and shift assignments consistent with sound medical policy and practice. Cost associated with staffing will be provided.
- b. All applicable licensing regulations and performance standards for Kansas Department of Corrections facility requirements will be followed and the contractor will assume responsibility for meeting regulations
- c. Twenty-four hour physician on-call medical services with availability for consultation and on-site needs.
- d. Review of intake paperwork and initial health assessment. If transferring from the Adult Detention Facility, continuity of care will be maintained.
- e. Medical file management including: assessments, orders, chart documentation, completing, reviewing and updating medication administration records, shot records, triage records, care/treatment records, and weekly file audits.
- f. Review of any external care provider instructions and continuity of care including locating, referring and coordinating treatment when indicated for pre-incarceration/detainment injuries or health conditions. All efforts will be made to provide care internally when possible and utilize third party payer resources whenever possible before the county is asked to pay for expense.
- g. Written job descriptions to define specific duties of all personnel assigned on-site to include a written plan for staff orientation, development and training. All applicable training requirements for a KDOC regulated facility in Kansas will be followed. (See b. above)
- h. One of the assigned medical staff at the facility shall be the designated liaison with the facility administration to ensure contract communication, compliance and quality assurance.
 1. Statistics shall be maintained to show compliance and service delivery numbers.

2. Weekly file audit information will be provided to facility staff.

- i. Delivery of all resident medications as prescribed on a 24 hour, seven day a week basis. Medication rounds will be conducted only by qualified medical staff or trained facility staff in the event medical staff are not available.
- j. The provider will supply adequate training for staff designated to provide medication administration in the absence of the provider. This will occur when facility staff are assigned to this duty and annually.
- k. The provider will supply educational offerings to staff on general health education, and signs and symptoms of physical and mental illness.
- l. TB testing and health assessment screening for new hire staff working in Department of Corrections 24 hour facilities when required.
- m. The successful bidder shall provide consultation on any needed specialty and subspecialty care where and when identified and required and coordinate the provision of such care with outside providers or make a referral for the identified need.
- n. Medical supply costs/ordering for necessary levels of care to meet the scope of work will be the responsibility of the successful bidder.

OPTIONAL SERVICES #3 - MENTAL HEALTH SERVICES FOR ADULT RESIDENTIAL AND WORK RELEASE PROGRAMS

In addition, county requests a separate cost amount for mental health services to provide suicide prevention, crisis intervention and healthy coping skills to adults at the Adult Residential and Work Release Program the scope of work for this request is as follows:

- o) Please describe the staffing pattern to provide 24-hour services, seven days per week.
- p) Please describe the management of the suicide prevention and intervention policies and responsibility for 24/7 on call services.
- q) How will efforts be focused on suicide prevention and maintaining safety and security for clients?
- r) Describe the process for assessing for victimization and provision of mental health crisis intervention with suicidal, psychotic or potentially violent clients.
- s) Describe how services would be provided for on-going assessment of behaviors and conditions experienced by clients.
- t) Conducts structured interviews with clients; gathers and assesses information regarding psychiatric, emotional or mental problems, their origin, progression and severity; assesses the proposed client's mental status and the need for treatment.
- u) Provides individual and group mental health services.

- v) Conducts program required education groups.
- w) Provides liaison support to medication providers.
- x) Serves as a point of contact for families and service providers. Confers with care givers to encourage coordinated services. Reviews client files and behaviors with other agencies on a periodic basis and participates in updates with other provider organizations to reflect current status and needs of clients.
- y) Please describe participates in the behavior management process.
- z) Describe how vendor would consult with corrections staff and service partners regarding client issues.
- aa) Participates in staff conferences.
- bb) Describe how vendor will prepare and maintain a record of contacts and the client's progress.
- cc) Provides discharge referrals to community based agencies.
- dd) Describe how statistic will be gathered, tracked, and provided in a monthly/quarterly reports. Collects and analyzes program data to measure performance and outcomes and prepares regular reports for administrators.
- ee) Maintains awareness of referral sources and other community resources.
- ff) Reviews and addresses written and verbal reports concerning procedural problems; behavior of clients and transition of discharged clients to other services.
- gg) Meets with the management team regularly to review programming matters

Provides orientation and in-service training for staff; prepares and conducts training sessions.

5.1 Staffing Levels

The Contractor shall submit a detailed staffing plan/table that includes titles, hours scheduled (full-time or part-time), shifts, days of the week, etc. to demonstrate appropriate clinical coverage throughout the facilities. Full-time is considered 40 hours of work per week excluding the lunch period unless otherwise specified in the proposal with a rationale acceptable to the county. These staffing tables shall meet or exceed current authorized staffing levels with regard to the types and number of health and mental health professionals by discipline, by shift and day of the week. Staffing levels shall adequately reflect the size of the various institutions, intake screenings conducted annually, transfer summaries completed, and the comprehensive scope of services available on-site. Full-time work shall consist of a 40-hour work period with a five (5) day work week. Any schedule for full-time to be scheduled fewer than five (5) days per week will require the advance approval of the county, e.g. a 4-day work week of 10 hours per day. The staffing may reflect a mix of physician and physician extender staff including mid-level providers/physician assistants for medical hours exceeding 40 per week. Physician staffing shall be in accordance with guidelines and recommendations of the NCCHC, Standards for Health Services in juvenile detention facilities.

Submit the staffing table that you are proposing to serve the county at implementation in Attachments E.

What is your process for correcting deficiencies in your ability to meet staffing levels stated in your staffing plan (Staffing Table)?

Are employee benefits provided? If so please provide details such as vacation, sick leave, hospitalization, life insurance, EAP, dental, etc.

If employee benefits are provided, how long must an employee work before benefits start?

Detail how your company recruits and retains qualified workers to fill county positions as referenced in the Staffing table. What is your retention rate?

Would your company provide employment for the people who may be displaced by this contract?

Provide the estimated start-up time required, (i.e., transition time anticipated between proposal acceptance and contract implementation)

List any additional special services which would be furnished by your company to Sedgwick County. Include any unique business features or special services your company offers which are not considered common to your competition. If there are any changes which have not been described in previous questions, list such changes here.

Describe how you would handle in-house dialysis. Explain the staffing and the necessary requirements to handle dialysis. Please provide pricing under Ancillary Services.

Describe how you would use the current Sedgwick County medical facilities floor plan/configuration/design to meet your staffing needs. Explain in detail all the necessary changes and the justification for each change.

Describe your documented discipline program for staff in detail.

Describe how you plan to manage multiple facilities (SCDOC Juvenile Detention Facility and Juvenile Residential Facility).

Describe your plan and methodology for staffing for all services at each facility by type of position, hours of operation, and shift/hours coverage to correlate to your pricing response (Pricing Information Table, Benefits Summary Table, Salary Ranges Table and Staffing Table).

Explain how you calculate and manage your staffing levels.

Detail how staffing coverage is handled regarding vacation days, holidays, sickness, maternity leave, etc. (scheduled and non- scheduled).

Do you use any tools or guides to ensure the staffing is sufficient to provide safe care to each patient at all times? If so, state what tool and/or guide and who has endorsed it.

If a staffing tool or guide is used, will you be able to provide the Sedgwick County Department of Corrections with the formulas and plans regarding monitoring and the statistics showing compliance?

Explain how your staffing rosters are developed and managed.

The contracted physician must have privileges at a local hospital in order to schedule testing, consultations, procedures, etc. Explain how the contracted physician will assist in the care of clients at the hospital.

Describe the process for performing dental services.

Describe your policies and procedures for the various outpatient professional services and surgeries.

List any and all outpatient professional services and surgeries that will not be performed at the Sedgwick County Detention Facility.

Use of Students – Although the county encourages the development of students, interns, fellows, etc., these individuals must meet security clearance requirements and receive one day of orientation prior to initiating services. Health services staff shall provide supervision of such trainees and the Contractor may not include these individuals as an offset to staffing absences, hours lost or vacancies. Supervision of trainees may vary upon the profession and may require direct observation and sign-off of all work performed, if any. These categories of personnel must have liability protection equivalent to that of the Contractor or they may not participate in programming on-site.

Do you intend to utilize students? If so, describe how you will supervise and document their progress.

Background Screening – All Contractor staff shall meet the county background screening requirements. The county will complete all background requests within a reasonable time period. Vendor's personnel shall be subject to the same security guidelines, rules and regulations as the county staff.

State the procedure(s) you use to check work history and criminal backgrounds of your labor force, including all subcontractors, as well as procedures you will use to notify Sedgwick County when future civil or criminal action is taken against an employee. Sedgwick County reserves the right to review all work history and criminal background checks at any time and refuse the right to have a person work in Sedgwick County Detention Facility and the Juvenile Residential Facility. .

Restriction of Access – Although the Contractor has authority for all hiring and termination, the county may restrict an individual’s access to the sites on the basis of security violations.

Acknowledge that you understand and will comply with this requirement.

All Contractor employees, independent contractors and subcontractors shall cooperate with the county in any investigation involving client and/or staff conduct.

Acknowledge that you understand and will comply with this requirement.

All contract employees shall be required to wear county issued ID’s at all times.

Acknowledge that you understand and will comply with this requirement.

Compensation and Benefits - Compensation and benefits of the Contractor’s personnel shall be established solely by the Contractor. However, the Contractor shall provide the county a summary of salary target hourly/salary rates by position title, salary range for each position with anticipated high and low salary identified, with the proposal and shall also include a thorough summary of benefits offered. It is the goal of the county to minimize the disruption to and increase retention of current employees who may be retained by the Contractor. The Contractor shall obtain the county approval of each individual initially offered employment during the start-up transition. The rate range and schedule shall be updated not less than annually and submitted to the SCDOC Project Manager. This target rate shall be established as the payback base rate for each employee, independent contractor and subcontractor.

Complete and Submit Attachment D.

Dress Code – The Contractor shall establish and enforce a dress code for all health and mental health staff, uniformed and those in civilian clothing that is consistent with the requirements of the county and appropriate to a correctional environment with regard to safety issues as well as appearance.

Please acknowledge that you understand and will comply with this requirement.

Staff Parking, Security Passes, and Keys – The Contractor’s staff will be able to park in the Sedgwick County Parking Garage, for a monthly fee which will be between the Contractor and the current parking garage management vendor. If the Contractor chooses to utilize this means of staff parking. If Contractor terminates an employee, Contractor will make every attempt to do so at the detention location so any parking passes, keys, or electronic security cards in the possession of the employee are returned to Sedgwick County. Contractor shall pay Sedgwick County the appropriate fee for any electronic security passes or keys which Contractor’s employees, former employees, or subcontracted employees fail to return to Sedgwick County.

Acknowledge that you understand and will comply with this requirement.

5.2 Job descriptions

The Contractor shall establish written job descriptions that are specific and unique to all facilities within 90 days of start-up. Initial start-up may include more generic job descriptions; however, these job descriptions shall be modified as appropriate to be specific to the county facilities. These job descriptions shall be approved by the Health Service Administrator and Medical Director as well as the county. Review of these job descriptions shall be at least annual and documentation of this review maintained.

Provide job descriptions for any anticipated positions that you anticipate implementing at start-up. Also, describe your process for tailoring these descriptions to the county and how you anticipate the annual process for reviewing and maintaining site specific job descriptions.

Staff Signatures – Each staff member shall review his/her respective job description and sign the form indicating both familiarity with the job description and with the expectations of the position. This form shall be maintained in all staff's personnel records and training records. The job description shall be signed annually with the employee's annual performance evaluation. Performance evaluations shall be conducted at least annually for all staff whether full-time or part-time and shall be maintained in the employee's personnel file. The performance evaluation shall be signed by the employee per occurrence annually to demonstrate that the evaluation was conducted and understood.

Describe your process for evaluating employees and communicating expectations.

Post Orders – In addition to job descriptions, the Contractor shall establish post orders for nursing staff and mental health professionals to adequately document detailed assignment expectations per shift per task(s) assigned. These post orders shall be in place within the first 90 days of the Contract.

Provide a sample post order. If none currently exist, indicate "None" and describe how you will meet this requirement.

5.3 Orientation training for health services staff

The county, for security issues, requires orientation training for all of Contractor's, subcontracted and agency staff. The county plans to offer this security training on an as-needed basis.

Health Unit Specific Orientation - It is the responsibility of the Contractor to ensure all health and mental health staff, whether PRN, part-time or full-time, independent contractors and subcontractors receive orientation by the Contractor to the healthcare operation within the facilities. Orientation for agency personnel as well as PRN staff is mandatory as well; however, the program may be modified to one day of training. PREA training through the Sedgwick County Department of Corrections must be completed prior to entering the facility.

The Contractor shall design an orientation program for all staff at the SCDOC. The orientation shall include the curricula, hours devoted per topic and the name of the instructor. This orientation is required in addition to on-the-job training by shadowing an existing staff member. While the length of orientation in total is within the discretion of the Contractor based on the needs of the individual, the initial formal orientation shall be established as a firm number of hours/days and the curricula shall be approved by the county in advance of the training.

Describe your process for orienting all staff to the healthcare operation within the facilities.

Orientation Documentation - The Contractor shall maintain all orientation training documentation and shall ensure the employee-training database is current and accurate. It is the duty of the Contractor to be able to produce current training hours on each staff member upon request and not less than on a monthly basis in a report to the county.

Describe your process for documenting orientation training.

5.4 Credentialing

Requirements - The Contractor shall ensure all health and mental health professionals are fully credentialed and appropriately licensed/certified/registered according to state and federal laws and regulations. The credentialing process shall include physicians, dentists, psychiatrists, mid-level providers/physician assistants, psychologists, nurses, EMTs, and social workers if applicable. Primary source verification shall be completed and the credentials file shall include documentation regarding employment history, state licensure/renewal, DEA registration, ACLS certification (or BCLS/CPR/AED), evidence of malpractice coverage, medical school training, internship, residency, foreign medical graduate verification, and board eligibility/certification through the American Board of Medical Specialties (ABMS). Contractor shall ensure the National Practitioner Data Bank is checked for each physician candidate and the Kansas-licensing agency has no findings or censure against the individual. Credentials files shall be complete within 90 days of hire or contract on-site and temporary credentials prior to that time shall minimally include licensure and DEA information as well as evidence of current malpractice insurance. These files are subject to review and inspection by the county upon request and become the property of the county upon contract termination.

What type of qualifications and testing to assure qualification does your company employ when hiring personnel?

Does your company perform customized recruiting or testing? Please attach sample test.

Detail your company's process for verifying credentials and licenses of employees upon hire and thereafter.

Formal Complaints - Any complaints against an individual license shall be reported immediately to the county. Only individuals whose license is in good standing shall be considered. Individuals, whose license is under disciplinary action of any kind, probation or suspension, shall not be acceptable. Physician admitting privileges at local hospitals shall also be investigated to ensure good standing. It is preferable the Medical Director has staff privileges in at least one local hospital in Wichita.

Detail how you will address complaints from Sedgwick County and/or the Sedgwick County Department of Corrections about the services you will provide during the course of this contract. Do you have a formalized project? Please provide details.

Proficiency Testing and Competencies - While nurses and psychiatric social workers will not complete a full credentialing process, licenses shall be verified and any disciplinary action delineated. Nurses shall complete a proficiency inventory and be able to demonstrate appropriate techniques in phlebotomy, IV management, and other appropriate practices.

Describe your proficiency testing and competency process and documentation.

5.5 Continuing education for qualified health services personnel

Continuing Education Units – The Contractor shall provide continuing education activities, on-site to the extent feasible. These activities shall be recognized with Continuing Education Units by the appropriate state licensure agency. Part-time staff shall also receive the same continuing education hours per year. The county will recognize training hours required by the contract and appropriate to the work environment as time worked.

Describe how you will handle and document continuing education.

CPR Certification and AED – All health and mental health direct care providers shall be certified in CPR to include use of the AED equipment. Certification shall be annual or may be biannual depending upon the agency utilized to provide formal certification. The Medical Director should be currently certified in ACLS while other staff shall be current in BCLS.

Does your company provide in-service training programs for your staff? If so, provide details.

Detail how you will meet the minimal requirements and what on-going training would you provide your personnel that would be assigned to the Sedgwick County Detention Facility and the Residential Facility.

Training Database – The Contractor shall maintain a comprehensive training database for all employees, independent contractors and subcontractors. This database shall include the staff member's name, title/licensure, whether full-time or part-time, and course title, hours of class time, and date of training. This database shall be maintained by the Contractor as current and provide a monthly report to the Contract Administrator or her/his designee regarding the status of training hours for all contract staff.

Detail how your company maintains comprehensive records of training for all employees, independent contractors, and subcontractors.

Describe reference materials that you routinely make available for your staff for professional development?

5.6 Subcontractor agreements

The Contractor shall establish written contract agreements with each subcontractor such as hospitals, ambulatory clinics, physicians' groups, lab, x-ray, dialysis, dental, dental lab, dental/medical/office supplies, etc. A copy of each agreement shall be on-hand by the Health Services Administrator, in the health services unit at SCDOC, and shall be available for inspection by the county any time. These subcontracts shall be in place as soon as possible after the start of the contract, not to exceed 90 days.

Describe your process for establishing written contract agreements and maintaining positive and productive relationships with subcontractors such as hospitals, ambulatory clinics, physicians' groups, lab, x-ray, dialysis, dental, dental lab, dental/medical/office supplies, etc.

5.7 Health promotion and disease prevention

5.7.1 Health Education and Promotion

Clients shall receive essential and basic information about infectious diseases, chronic illnesses, drug abuse, hygiene, fitness and exercise, smoking cessation and other relevant topics from the health services staff. This may be accomplished in a variety of ways including ensuring the availability of educational and instructional pamphlets when requested or a new diagnosis is made.

Describe the types of education materials that will be made available for clients.

5.7.2 Diet

The Contractor shall develop a program for ordering, educating and monitoring special medical diets. These diets shall only be ordered by a provider to include the mid-level providers, physicians and dentist. Therapeutic diets shall be kept to a minimum based on essential clinical need rather than individual preference. Only the Medical Director shall determine the need for a diet related to a self-reported food allergy. In general, clients shall be instructed on self-care and dietary exchanges to promote the ability to make appropriate choices when returned to the community. The Contractor shall work closely with the current food vendor and their dietician.

Describe your program for ordering, educating and monitoring special medical diets.

5.7.3 Exercise

The Contractor shall develop educational materials for clients based on medical needs.

Provide sample exercise literature for clients based on medical need. If none exists, indicate “None”.

5.7.4 Personal Hygiene

The county is responsible to provide personal hygiene items to clients on a regularly occurring basis. These hygiene items minimally include soap, comb, toothbrush, toothpaste, toilet paper and sanitary napkins or tampons for the female youth. The Contractor is not obligated to provide any hygiene items and is discouraged from ordering special soaps or toothpastes based on client preference. Should a clinical need for a special soap be demonstrated, the Contractor shall bear that expense as a medical supply/OTC item.

Describe how you will address personal hygiene items.

5.7.5 Use of Tobacco Products

The SCDOC system maintains smoke-free facilities and cigarettes or other tobacco products that are contraband into the facilities. Health services staff should consider these facilities to be smoke-free and not bring items such as cigarettes or other tobacco products that are contraband into the facilities.

Describe how you will monitor staff to ensure these items and others that are considered contraband are not brought into the facility.

5.8 [Special needs and services](#)

5.8.1 Special Needs Treatment Plans

Special needs clients, including chronically ill, those with infectious diseases, mentally ill or mentally retarded/developmentally disabled, frail elderly, terminally ill or disabled physically, are those the Contractor shall establish a written special needs treatment plan. Either a mid-level provider or physician can develop the treatment plan or, in the case of mental illness, the psychiatric social worker or psychiatrist. When feasible, treatment plans should maintain connections between clients and the community agencies that have been or will be serving them.

This special needs treatment plan (for medical issues) shall minimally include information regarding medications, therapeutic diet, specialty appointments and consults, any diagnostic work-up that is ordered, housing assignment disposition, impact on ability to function in general population if any, impact on programming, and frequency of follow-up indicated. These treatment plans shall be initiated in conjunction with the health assessment and initial physical examination. Frequency of review and update is based on the orders of the provider and must be specified, although the orders may be changed on each visit depending on the clinical presentation of the client. In any event, orders shall not be written for duration of longer than 90 days without an encounter with a provider. Standardized forms and format shall be utilized and all materials to enter the health record shall contain the provider's name, title and date (may also include time). The mental health treatment plan for special needs mentally ill patients will be established by the mental health staff with the provisions established by the Chief Psychiatrist and Director of Mental Health.

Describe how you will address special treatment needs and provide a sample of a special treatment plan.

5.8.2 Suicide Prevention

Suicide Prevention Training will be provided by SCDOC.

5.8.3 Intoxication and Withdrawal

Detox Protocol - The Medical Director shall establish a detoxification protocol or clinical pathway for the on-site treatment of mild to moderate intoxication and/or withdrawal. The Medical Director shall develop the detoxification protocol with emphasis on the drugs of choice for the surrounding community and the types of intoxication and withdrawal most commonly encountered in the local detention. Only a mid-level provider or physician can initiate an order for detoxification and legend medication. Medications for detoxification may only be managed by nursing with an appropriate practitioner order (the order may be verbal or telephone).

Please describe your detox protocol for both alcohol and other drugs.

Pregnancy - Pregnant clients who are entering the stages of withdrawal shall be promptly triaged. The Contractor shall have systems in place to identify the pregnant, high risk client upon admission, and for clinical follow-up during incarceration including routine prenatal care and maternal counseling.

Describe your protocols for managing pregnant female youth entering the stages of withdrawal and throughout their incarceration.

5.8.4 Clients with Alcohol or Other Drug Problems

Substance abuse treatment services on-site consist primarily of screening for identification, assessment, detoxification and aftercare planning

Describe your process to address substance services and coordination with SCDOC staff for client care.

5.8.5 Sexual Assault

Contractor shall be in compliance with the Prison Rape Elimination Act (PREA).

Describe how you will comply with this requirement.

5.8.6 Prenatal Care

Intake Pregnancy Questioning - Female youth who are received into the facility shall be questioned during the booking process receiving screening by a medical professional regarding potential pregnancy and last date of menstruation. If there is the slightest indication the individual may be pregnant, she is treated as such until she is ruled out through a urine, or blood, pregnancy test and physical examination/health assessment. Not all female youth entering through booking or transfer shall receive a urine pregnancy test. Rather, at that time the focus is on the self-reporting and verbal history.

Does your intake screening include pregnancy questioning? If so, describe how you would manage someone who indicates she may be pregnant.

Elements of Prenatal Program - All pregnant youth shall receive community standard prenatal care including routine vital signs, urine monitoring, sonograms, evaluation of fetal progress and size, with prenatal vitamins ordered. A thorough prenatal history shall be obtained and documented as well as patient history regarding prior pregnancies, number of pregnancies v. live births, complications during pregnancy, etc. The pregnant youth shall receive their prenatal care, including sonograms, onsite in the Detention Facility, as much as possible, through an appropriately qualified and credentialed provider. This provider shall meet one or more of the following qualifications: obstetrician (board certified or board eligible if pending sitting for the board examination after completion of an obstetrics residency), a family practitioner (board certified), a nurse midwife or specially trained obstetrics/prenatal mid-level provider.

5.8.7 Orthoses, Prostheses, and Other Aids to Impairment

Types of Devices - The Contractor shall provide orthotic or prosthetic devices when the health of the client would be otherwise compromised. Such devices may include splints, immobilizers, as well as glasses, or other artificial items to replace an absent body component. Glasses and hearing aids are included as well and shall be the responsibility of the Contractor based upon clinical need as determined by a physician or dentist.

Describe any limitations on orthoses, prostheses, or other aids to impairment that you may not provide. If none, indicate "None".

Vision Screening - Clients must seek out health services through a sick call or other such request to be evaluated for the need of corrective lenses and the criteria for glasses is based on potential impact on health and ability to function. Individuals may keep the glasses or contacts they are admitted with but they are responsible to maintain them safely and securely. The Contractor shall not be obligated to provide contact lenses or tinted lenses unless the ophthalmologist determines the individual is unable to see with corrective lenses and requires contacts or is extremely photosensitive. In the event of contact lenses, the client is responsible for cleaning and related solutions, storage, etc.

Describe your processes for conducting basic vision screenings.

Hearing Aids - The Contractor is not required to perform audiology screening on clients. However, if a client is significantly hearing impaired as to impede his/her ability to function in a general population setting, the client shall be referred to health services for evaluation of the need for a hearing aid. The client may self-refer, SCDOC staff inform health services staff, or a referral from another health or mental health provider may initiate the evaluation for hearing aid(s). Initial consideration or replacements of assistive devices for hearing impairment are contingent upon the determination by the Medical Director that the devices are necessary for functioning and to prevent further deterioration.

Describe your processes related to managing hearing impaired individuals.

5.9 Health records

5.9.1 Health Record Format and Contents

Consolidated Health Record - The Contractor shall ensure the maintenance and confidentiality of the health record. All documents related to client healthcare including dental, mental health, consultations, regardless of origin, shall be filed in one consolidated medical record. Format of the medical record shall be standardized and consistent. Instructions regarding the order and sequence of the medical record shall be established and all health staff oriented to the format. All individual clinical encounters and actions shall be documented and filed in the health record. Log sheets for multiple clients, e.g. sick call log, off-site referral log, emergency log, segregation log, shall be maintained and included in the health records. The Detention Facility and Residential facility do not currently have an electronic medical record and are not requesting implementation of an electronic file. Files are kept in paper files.

Describe the standardized format of the medical record and your plan for orienting staff to that format.

The Contractor shall be in compliance with any and all federal requirements pertaining to the Health Care Reform Act and Electronic Medical Records. Vendor will also provide a project manager or other technical support for medical records.

Acknowledge that you understand and will comply with this requirement.

Standardized Forms - Health record forms shall be standardized and specific to the county facilities. The goal is to have demographic information including name, Name Number, date of birth and gender in the same general area on each form for ease of documentation. All entries in the medical record shall include this information as well as the name, title (signature), date and time of the provider making the notation.

Provide a list of forms that will be standardized and specific to the county.

Describe your process for documenting and including off-site encounters and health transfer summaries into the consolidated health record.

5.9.2 Confidentiality of Health Records

Health records are confidential legal documents, thus the Contractor shall develop a process to maintain these records in a safe and secure environment. The preference is each record is signed in and out to ensure availability and tracking when in use. Multiple providers may need access to the same file on the same day. Control of these records shall be limited to health professionals and preferably to the dedicated medical records staff.

Certain sections of the medical record may be more restrictive regarding release of information criteria and access, i.e. HIV and mental health, for example. The Contractor shall comply with all state and federal guidelines regarding the release of information from a health record. Given the complexity of maintaining medical records, releasing information appropriately and ensuring confidentiality, the Contractor shall develop a Medical Records Manual that encompasses all medical record policies and procedures regarding filing, format, sections, how to purge a record, multiple volumes, release of information, confidentiality, consent and other key aspects of record management. The Medical Records Manual must be approved by the Sedgwick County Department of Corrections official Custodian of Records, and the SCDOC Administrator or his/her designee.

Describe how you will maintain confidentiality of medical records.

5.9.3 Sharing of Health Information

Records obtained from external providers for occurrences prior to incarceration or during incarceration shall be filed in the medical record. However, if there is a request for a copy of the record and the request is authorized by the client's release of information, the documents obtained from an outside source shall not be provided with the medical record copy. Rather any external documents from hospitals, clinics, etc., must be requested separately and directly from that specific location.

Communication - Sometimes it is critical that custody staff be informed of a health or mental health situation so they may respond appropriately in the event of a crisis, i.e. suicide watch. It is essential information be shared between health or mental health services and security staff particularly regarding housing restrictions or other limitations in assignments, work or programs. Kansas law provides for the sharing of medical information with non-medical personnel if the non-medical personnel are assisting the medical personnel in the care of the patient. The Contractor shall ensure a system for the sharing of necessary information is in place.

Describe your plan for ensuring that a system for the sharing of necessary information is in place.

Restricted Access - Detention staff shall not have access to medical records, with the exception of the clinic liaison clerical staff member, unless on a need to know basis with the authorization of the SCDOC Administrator. If detention staff needs access to a medical record, the review shall include a health records clerk or Health Services management staff to maintain the record and search for relevant entries. Copies of records for correction's purposes should be limited and only authorized by the SCDOC Administrator.

Describe how you will restrict access to medical records.

5.9.4 Availability and Use of Health Records

The health record shall be available to all on-site providers. The use of some system for chart tracking for use on any given day shall be the Contractor's responsibility. If multiple providers require access to the record simultaneously, the Contractor's staff shall be able to locate the record and retrieve it without difficulty.

Describe how you will address availability and use of health records.

5.9.5 Transfer of Health Records

Provider will ensure files or file information that leaves the facility is done so according to SCDOC policy. This would include adhering to timeline requirements and receiving facility requirement for any necessary documentation or file copies. For youth transferring to other correctional jurisdictions such as other county and state correctional facilities, a transfer summary shall be prepared and forwarded in the confidential manner and the original record shall be retained as inactive in archives for SCDOC.

Acknowledge that you understand and will comply with this requirement.

Describe how you will comply with this requirement. If you have a standardized format, please include a sample. If none, indicate "None".

5.9.6 Retention of Health Records

Active medical records shall be maintained in the electronic medical record areas within the health services unit/health center. Inactive files and records of individuals no longer incarcerated at the site shall be archived for retention. If the client is readmitted, the inactive file shall be retrieved and reactivated to eliminate potential duplication of records. Inactive files shall be retained and managed by the medical records department according to state and federal law regarding the period of retention. Health records involved in litigation shall be retained indefinitely.

Describe your process for retaining, archiving and retrieving records upon re-admission.

5.10 Administrative Meetings and Reports

The Contractor shall ensure administrative meetings and reports occur and are generated on a regular basis according to contract requirements and professional standards.

5.10.1 Staff Meetings – The Contractor shall conduct staff meetings on a regularly scheduled basis, at least monthly. Communication of the information shared and exchanged during these staff meetings shall be in place for all shifts through the availability of minutes and participation of shift staff as feasible. Staff meetings shall include all staff to include medical, nursing, mental health and all other professions on-site. Individual disciplines may conduct additional staff meetings but they do not meet this requirement.

Describe how you will address administrative meetings and reports. Submit a sample agenda that includes the format for such meetings. Explain your process for ensuring attendance of all staff on all shifts and how you will ensure adequate coverage for staff attending the meeting.

5.10.2 Executive Meetings – The Contractor shall be available on a monthly basis to meet with key individuals designated by the SCDOC Administrator. The Contractor shall ensure the Medical Director, Health Services Administrator and Mental Health Director are available at these meetings. Other individuals may participate with the approval of the

SCDOC Administrator, based upon the agenda items identified in advance.

At these meetings, SCDOC administrative staff will be briefed by the health services management team regarding current health trends in the client population, significant medical cases, special needs clients, hospitalizations, program activity, and utilization.

Top management personnel, including the Health Services Administrator, Medical Director, Mental Health Director, and Chief Psychiatrist shall be available and comply with requests by the SCDOC Administrator and/or designee to meet on an as-needed basis to discuss issues pertaining to the Sedgwick County Detention Facility's health services program, individual SCDOC client healthcare, client grievances, and quality improvement.

Describe how you will address executive meetings.

5.10.3 Off-Site Contractor Meetings – The Health Services Administrator, Medical Director, Director of Nursing and Director of Mental Health are expected to be on-site at the SCDOC on a full-time basis except for vacations or other approved absences such as sick leave. The Psychiatrist is expected to be on-site for contractual hours. Any other off-site time for these key management team individuals must be approved in advance by the SCDOC Administrator’s designee. The Contractor shall be responsible to ensure sufficient on-site management coverage at all times. Consideration as “time worked” may be given for these off-site events such as conference and training participation and such approval is within the authority of the SCDOC Administrator’s designee.

Describe how you will ensure adequate on-site coverage for approved absences of the Health Services Administrator, Medical Director, Director of Nursing, Director of Mental Health and Psychiatrist other than vacations and other approved absences, such as sick leave.

5.10.4 Reports – Required reports include, but are not limited to: Daily Shift Medication Refusal, Daily client Contact Report, Daily Sick Call Report, Monthly Contact Report, Timeline Compliance Report. These reports will be subject to change by the county as needs for stats and type of information changes. With the monthly statistical report, the Contractor shall submit information regarding any lawsuits filed during the previous month with the name of the client, the reason for the suit, the individuals named, and the date filed.

Time reports indicating hours worked, benefit hours paid, and hours contracted with the resultant variance, if applicable, as identified in the staffing table shall also be submitted by position/discipline, date and shift on a monthly and annual basis. A monthly vacancy report shall be submitted to the county with the facility, position title, position hours and date the position became unoccupied. With the vacancy report monthly, a list identifying individuals hired or terminated shall be attached and include data regarding position title, shift, individual filling position and position status (full-time, part-time, or PRN). In addition, any independent contractors or subcontractors’ staff changes shall be reported.

On a monthly basis, the Contractor shall identify the actual dollars paid out to subcontractors including pharmaceuticals.

The Contractor shall prepare and submit reports according to the needs identified by the county, with the information content and expected frequency of submission approved in advance with SCDOC administration.

Describe in detail your capability for collecting, storing and reporting medical records data.

If a proprietary electronic medical records system is used by or available to the vendor, detailed information regarding programming language, operating system, required hardware and storage media, accessibility, and file format should be included.

Provide samples of a periodic report delineating utilization statistics on a monthly basis, with year to date information and an annual summary.

5.11 Policies and procedures

Development and Review - The Contractor shall ensure comprehensive and thorough policies and procedures exist for all aspects of the healthcare delivery system. These policies and procedures must be approved by the Health Service Administrator and Medical Director for the Contractor and by the SCDOC Administrator and his designee for the county. Each policy and its procedure shall be reviewed regularly on at least an annual basis and documentation of this review shall be in evidence through appropriate dates and signatures. All policies and procedures shall be in compliance with federal and state laws, rules, regulations and guidelines as well as with professional standards of the NCCHC. All health services forms shall be cross-referenced to the applicable policy.

Describe your process for the development and review of Policy and Procedures.

Site Specificity - Policies and procedures as well as related health record forms shall be specific to the unique environment of each of the SCDOC facilities. The Contractor is expected to be in compliance with this requirement within 90 days of start-up of this contract. Routine updates and training on all policies and procedures shall be provided to health services staff and such information sharing shall be documented and available for inspection. Each new staff member shall be oriented thoroughly, to all health-related policies and procedures and documentation of such orientation and training shall be maintained in the employee's (or independent contractor's) personnel and training files. Policy manuals shall be available to all health services staff, independent contractors or subcontractors, at all times in an accessible area.

Describe how you will implement policies and procedures specific to the unique environment of each facility. Detail your process for orienting new staff on policy and procedures and the process of documenting such training.

Remain County Property - All policies and procedures, protocols, manuals (such as quality improvement, infirmary, nursing, forms, etc.) shall remain the property of the county at the termination of this contract and shall be available to the county at all times during the contract term and at termination via email, upon request, in Microsoft Word format. The Contractor shall ensure that all policy and procedure manuals throughout the facilities are current with the latest version of the required documents.

Describe how you will comply with this requirement.

5.12 Comprehensive Quality Improvement (CQI) Program

Describe your Quality Improvement Program

Plan Components - The Contractor shall provide or develop a quality improvement plan within 60 days of start-up and this plan shall be specific to the Detention and Residential facilities. This plan must be approved by the SCDOC Administrator or his/her designee. On-site and off-site aspects of care such as emergency room use, outpatient specialty services and inpatient hospitalization shall be included in reporting to SCDOC. The provider is responsible to provide an on-going review of the various relevant aspects of care for the detention and residential facilities including but not limited to initial medical contact, sick call, medication management, special housing, and special needs services, ancillary services such as lab/x-ray and all sentinel events such as patient deaths, major emergencies, etc. Events with high risk, high cost, high volume or problem-prone events shall be included. Infection control, infectious disease management, and occupational health shall be reported in conjunction with consultation with the identified SCDOC Infection Control Officer. The Department of Corrections would also like to see the option of possible patient satisfaction surveys once each quarter, on a relevant topic of importance to the client population. Other aspects of care may be shared in writing, i.e. answers to questions regarding follow-up care, prosthetics, etc. All Contractor staff and independent contractors and subcontractors shall receive orientation to the quality improvement process and annual training review.

While the quality improvement process may include retrospective chart audits for presence/absence of essential documentation as well as completeness of documentation, we request regular utilization reviews and chart audits to ensure compliance with licensing regulations. Information shall include a review of processes, systems and care for the clinical outcomes of care and patient impact. Significant findings shall include an implementation component for staff familiarity with the process and outcomes as well as training regarding any corrective actions or process changes.

5.13 Emergency plan

The Contractor shall ensure a current and up-to-date emergency plan, specific to the SCDOC be developed and implemented within the initial 30 days of the contract start-up. All staff shall be oriented and trained regarding the aspects of the emergency plan. Emergency drills shall be conducted on a quarterly basis at the SCDOC, and include representation of all shifts at the various locations. The emergency plan shall be coordinated with the facilities' emergency response plans for consistency. The emergency plan shall include the capability to conduct an annual disaster drill that involves local Emergency Medical Service (EMS), hospital, ambulance and other notification for participation. The emergency plan shall include minor and major equipment involvement, availability and storage of supplies, oxygen, suction, backboards, wheelchairs, etc. Evacuation criteria shall be included as well. The emergency plan shall also include how patients will be categorized and classified, what areas will be used for patient stabilization for transport, emergency call-back numbers for all staff and who is delegated to make these contacts, notice to local ambulance and emergency services, and a back-up plan for the delivery of health services should existing facilities be unavailable or inaccessible shall be included in the plan by the Contractor. The SCDOC has an existing MOU with the Kansas Department of Corrections to evacuate to the El Dorado Correctional Facility.

Provide a sample of an emergency plan and describe how staff shall be oriented and trained on the emergency plan. Describe your experience in writing, implementing and evaluating emergency plans and how you will engage outside providers to include EMS and area hospitals.

Emergency Drills - The quarterly emergency drills shall be client or staff-specific and situational to the detention setting, i.e. emergency response to client identified hanging, emergency response to injury in kitchen, emergency response with Automatic External Defibrillator (AED) to the visiting area, etc. The disaster drill shall be geared to a manmade or natural disaster of large scale proportions, e.g. tornado, arson, bomb, power or water outage, mass arrest, etc. This drill shall include various community participants, detention staff and healthcare staff.

Describe how you will comply with this requirement.

On-Call Availability – Physician, or physician assistant, coverage shall be available through an on-call system: telephone, cell phone or other appropriate electronic communication device. A primary care physician, or physician assistant, shall be on-call around the clock. Response time is expected to be less than 30 minutes. If the RN on duty assesses the client and determines the need for life-saving, emergency intervention in the local emergency room or urgent care center, the RN shall have the authority to send the client out and contact the on-call afterward to relay the information. Each situation shall be assessed retrospectively by the Medical Director and Director of Nursing to determine the appropriateness of the assessment and to evaluate whether any additional training may be indicated or any other follow-up action necessary.

Describe your policy and procedure related to on call services and evaluating an RNs decision to immediately activate EMS prior to consulting the physician.

5.14 Communication regarding special needs patients

Open Communication - The Contractor shall ensure timely and accurate communication with SCDOC staff regarding any client with special needs and the impact of those special conditions on admission to the detention facility or residential facility, housing and placement, work/program assignments, disciplinary actions, transfers among the facilities and release/aftercare planning. Special needs clients include those individuals with communicable diseases, chronic debilitating illnesses, the physically handicapped, mentally handicapped and developmentally disabled, frail elderly clients, mentally ill clients and pregnant clients. The Contractor shall develop a formal process for review of and communication regarding these special needs individuals. Special needs treatment plans shall be developed in conjunction with the admission physical. Transfer to another jurisdiction shall require the completion of a transfer summary by the healthcare staff to ensure continuity of care and sharing of information.

The medical and mental health staff is required to evaluate clients prior to placement in restrictive/disciplinary housing and make recommendations for housing. Describe how you will communicate with the Department of Corrections regarding special needs clients and your involvement in evaluation and making housing recommendation for Special needs clients including those in restrictive/disciplinary housing.

Describe your experience leading, participating, and documenting in multi-disciplinary meetings regarding special needs clients.

Case Conferences - Clients identified as special needs will be discussed, at a minimum, at the monthly meeting with mental health to facilitate a multi-disciplinary approach for communicating and collaborating among the professions regarding a consistent treatment approach for a specific challenging individual. Additional case management meetings may be called by the Contractor and SCDOC Administration as needed. In such cases, the case review should be scheduled within three business days to foster timely discussions. SCDOC Administration may designate detention staff, mental health or other county employees to participate. The Contractor shall cooperate and chair such special needs case conferences.

Describe your experience in leading case conferences to facilitate continuity of care.

5.15 Notification in emergencies

The Contractor shall work with the county to ensure sharing of appropriate information in the event of a serious injury, illness or death of a client. If a life-threatening illness or high risk surgery requiring hospitalization occurs, the Contractor shall notify the SCDOC Administrator's designee so the necessary family, legal guardian or other representative/next of kin may be notified. The county shall make such notification.

Describe your policy and procedure for communicating significant events or concerns with SCDOC staff. Administration in the event of a serious injury, illness, or death of a client. Describe your notification process to corporate headquarters, the review triggered by such events and how that will be communicated to SCDOC Administration.

5.16 Procedure in the event of a client death

In the event of a client death, either in the SCDOC or in an outside hospital, the Contractor shall immediately notify the county. The Contractor shall cooperate with the county in the development of a procedure for full notification within county offices in such a situation. The county will then notify the appropriate individuals within the government hierarchy and the family or next of kin as designated. Contractor shall cooperate with the county in the event of a medical examiner inquest or autopsy/postmortem request.

The Contractor shall conduct a mortality review within 30 days of any client death, regardless of the location of the death. The Contractor's Medical Director shall coordinate the mortality review and each individual practitioner who had contact with the individual during the final events surrounding the death shall participate in interviews regarding the circumstances surrounding the death. The SCDOC Administrator may designate the county representative(s) to participate in the mortality review. The Contractor shall track all deaths and maintain a database as to demographics and cause of death. The mortality review is a component of the quality improvement plan and shall be utilized by the Contractor to improve responsiveness or services as appropriate.

Describe your mortality review process and how it is evaluated utilized as part of the CQI Program.

5.17 Complaints/grievance mechanism

Client grievances, complaints and inquiries must be responded to in a formal manner by the vendor's Health Services Administrator or designee within ten working days of receipt of the grievance. Any inquiries or complaints by family members, lawyers, or other interested parties such as advocacy groups shall be responded to utilizing the same procedure and timelines. In addition, client complaints/grievances and complaints by other entities and corresponding response shall be filed in a designated section of the medical record. A copy shall be maintained in a client-specific correspondence file for ease of retrieval. Client grievances/complaints related to health or mental health services shall be reviewed routinely and discussed during the quality improvement committee meeting. Complaints shall be categorized and classified according to demographics, housing location, nature of the complaint, etc. and a database maintained and reviewed to determine any patterns or problematic issues.

Describe how you will address client complaints/grievances.

Detail how you will address internal complaints from Department of Corrections staff about services you provide during the course of this contract. Do you have a formalized process for accepting and responding to such complaints? Please provide details. In addition, describe how you will utilize the grievance process to identify, analyze and evaluate grievances as part of your continuous quality improvement process.

5.18 Equipment specification requirements

The county provides basic examination space, related utilities and telephone/data service, computers/printers/copiers, and existing medical/office equipment. Contractor will replace medical equipment as needed, but will have an identified line item in their budget which will be used every year. All equipment will become the property of the county at the end of the contract. The Contractor shall provide office and medical supplies including dental supplies, medical records, books, and periodicals.

Detail your equipment maintenance policies and agreements, include the expected turnaround times for service, including an acceleration plan.

Describe the lifecycle and replacement plan for the vendor provided equipment.

Provide the age and condition of the diagnostic imaging equipment that you will utilize. If you will utilize a contracted service, please specify such.

5.19 Infection control program

The Contractor shall establish a comprehensive infection control program that includes monitoring and case management of clients with infectious diseases such as HIV, TB, HCV, HBV, MRSA, and sexually transmitted diseases such as gonorrhea, chlamydia, syphilis, herpes, etc. HIV counseling shall be consistent with the guidelines of the Centers for Disease Control (CDC) and county health department. An individual staff member shall be designated by the Contractor as responsible for the monitoring of infectious diseases and the reporting to the county health department as required. This individual shall be responsible to ensure the intake screening is carried out appropriately with questions relevant to infectious disease that clients are identified and treatment plans established, that clients are followed through chronic/communicable disease clinics with consistent diagnostic testing and treatment consistent with community standards.

Program Components - This program, developed in collaboration with the county, shall include necessary training for health services and security personnel on infectious disease control and prevention, precautions and appropriate use of personal protective equipment such as hepa-masks. This program shall also include standards for biohazardous waste disposal, infection control practices for equipment management, and availability and accessibility of appropriate protective gear.

Tuberculosis Testing - TB screening of clients shall be carried out at intake by a symptom check with the admission process. Any individual identified as symptomatic consistent with TB shall be placed in negative pressure respiratory isolation and the on-call physician shall be contacted immediately for orders. Asymptomatic individuals shall receive the Mantoux skin test during the completion of the physical examination. Clients identified as having a past positive skin test shall be evaluated via the use of a chest x-ray.

Clients are not required to receive Hepatitis B vaccination unless the individual has been started on the series and would receive the following injections during incarceration.

Describe your infectious Control Program, its components and response to sentinel events, and how you will coordinate and the process to collaborate with the SCDOC identified Infection Control Officer to ensure immediate notification to the county

Identify your process for screening and administering testing for Tuberculosis.

5.20 Staff TB Screening

Health services staff and Department of Corrections staff can be tested annually (or more often if deemed appropriate by the county) for tuberculosis exposure. TB screening shall be accomplished using the one-step PPD/Mantoux skin test. The Contractor shall maintain all documentation of health service staff testing and shall coordinate documentation with the county for the detention staff.

Describe how you will comply with this requirement?

List line item cost for providing this service.

5.21 Environmental health and safety

The Contractor shall participate with the county in the inspections of all detention facility and residential facility areas for safety and sanitation. These inspections shall be carried out on a monthly basis and include a standardized inspection tool. Monthly reports to the county and to the quality improvement committee, through the infection control subcommittee, shall be made with any recommendations for corrective action or improvement. These inspections shall be conducted by the infection control designee among the health services staff and shall include housing, program area, work and assignment areas, intake, laundry, health services areas including special housing and the kitchen. Each component of the inspection shall be detailed.

The Contractor shall provide all biohazard waste containers and supplies consistent with federal guidelines and Occupational Health and Safety Administration (OSHA). The health services staff shall be responsible for the collection and safe storage of any biohazard waste with the storage area to be locked and the disposal frequent enough to minimize the need for storage capacity. The Contractor shall establish a contract for such waste disposal and ensure timely pick-up of wastes.

Describe how you will address environmental health and safety. Provide a sample of a safety and sanitation report form.

Describe your process for handling, storing, and disposing of bio-hazard material.

5.22 Ectoparasite control

The Contractor shall establish guidelines and protocols for the prevention, identification and treatment of ectoparasites such as pediculosis and scabies.

Describe your process for identifying infected individuals through the intake screening process and at other times during the individual's incarceration for the potential presence of ectoparasites.

Describe your policy and procedures for ectoparasite treatment of individuals, exposed individuals, and clothing and bedding.

5.23 First-Aid supplies

The Contractor, in conjunction with the county, shall provide and establish standardized contents and inspection procedures for first-aid supply kits throughout the facilities for staff access. The Contractor shall determine, with the cooperation of the county, the locations, numbers, and documentation guidelines for the first-aid kits. The kits shall be placed for ease of access. The Contractor's staff shall be responsible re-supplying the kits following use and for checking the containers on a monthly basis as part of the Health and Sanitation Inspection. Such inspection shall include monitoring dates of items included in the kits and replenishing supplies as needed. The Contractor shall work with the county to define the policy and procedure surrounding the use, documentation and timely replenishment of the first-aid supplies.

Describe how you address first-aid supply kits.

5.24 Training for Department of Corrections Staff

The Contractor shall participate with the county in the provision of required training for security/custody staff. The county is responsible to define the number of hours of training and the frequency; however, the Contractor shall provide certain elements of the health-related training not already provided through the Department of Corrections Training Section.

Health-related training for custody staff shall minimally include signs and symptoms of illness, chemical dependency/detoxification, acute and chronic illnesses and infectious diseases such as HIV, Hepatitis B and C and Tuberculosis, diabetes care, seizure response and intervention, asthma care, etc.

Describe any training programs you currently provide for custody staff at contracted sites and propose training programs for the Department of Corrections facilities.

5.25 Client workers

Clients shall not be utilized in any capacity within the health services operation other than housekeeping. Even these activities shall be closely supervised in areas of patient confidentiality. The Contractor shall ensure that proper training is available to clients should they be utilized to clean areas of biohazardous waste or spills. Clients shall be properly instructed in these situations and shall be provided with appropriate personal protective equipment.

Describe your training program for instructing clients on cleaning areas of biohazardous waste or spills and necessary precautions. If you currently do not provide client training, describe how you will meet this requirement.

5.26 Pharmaceuticals

Pharmacy Services - The Contractor shall ensure the availability of pharmacy services sufficient to meet the needs of the client populations assigned to these county facilities. At present, an off-site vendor sub-contracted by the SCDOCs current health services provider supplies medications shipped to the SCDOC on a daily basis. Vendors submitting proposals pursuant to this RFP should include their plan for providing pharmaceuticals to the Sedgwick County Detention Facility in the most cost-effective and reliable manner available. Proposed sub-contracts with pharmaceutical providers should include complete information regarding the pharmaceutical provider, such as corporate history, references, past litigation, etc. The Contractor shall comply with all applicable state and federal laws, rules, regulations and guidelines regarding the management of pharmacy operations. At the end of the contract the Contractor will insure a 30 day supply of onsite medication to insure proper transition, if any.

Describe your plan for providing for providing pharmaceuticals to the Sedgwick County Detention Facility in the most cost-effective and reliable manner available.

Option for Pharmacy Consultant and Inspections - A consultant pharmacist, or designee, paid for by the Contractor shall conduct inspections on a monthly basis for the first year of the contract and not less than quarterly thereafter. This inspection shall be standardized and include aspects of pharmacy from the point of order entry, through dispensing, administration/distribution and documentation. The pharmacist shall inspect all areas where medications, whether legend drugs or Over-the-Counter (OTC) products, are stored and maintained at the SCDOC. The inspection shall cover other aspects of pharmaceutical management such as storage conditions, security, disposal practices, and return of unused medications and documentation of inventory management for stock medications, psychotropic medication and controlled substances. Security aspects such as double locking of controlled substances shall be included. Physical issues such as light, ventilation, temperature overall, moisture, refrigerator use and temperature shall be included as well. This pharmacist shall generate a professionally prepared, legible report from each inspection, and the Contractor shall then develop a response with a plan of corrective action for any problematic areas. These complete reports shall then be delivered by the Health Services Administrator to the SCDOC Administrator and designee. The Contractor shall ensure timely follow-up and resolution of all outstanding pharmacy management issues as a high priority.

Any problem identified on a monthly pharmacy inspection report must be resolved prior to the next routine inspection. It is critical the pharmacy operations comply with appropriate local, state and federal guidelines with regard to storage, maintenance, security, documentation, etc., regarding pharmaceuticals.

Describe your process for notifying the County of problems identified as part of the monthly inspection report.

Provide line item cost for pharmacy consultant and inspections.

Stock Medications - The Contractor shall establish a stock supply of commonly utilized medications (OTC, legend and controlled substances) for administration to clients prior to receipt of their actual patient-specific prescription. This stock shall be managed and maintained in a safe and secure environment with a perpetual inventory tracking system to ensure accountability. These stock medications shall be determined by the Medical Director and Director of Nursing with the approval of the county (and the state pharmacy board if necessary). Volume shall be monitored closely to ensure no medications are being diverted.

This stock supply shall include emergency drugs for the emergency supplies as determined by the Medical Director. Additionally, stock shall include items for poison control, antidote and overdose management, again determined by the Medical Director. All staff that work with medications shall be oriented fully to pharmacy procedures and to poison control numbers. These numbers shall be posted conspicuously in medication areas and in the infirmary and intake areas.

Describe how you propose addressing stock medications.

Formulary - The Contractor shall establish a formulary of legend drugs for use within the facilities. This formulary must meet with the approval of the SCDOC Administrator or his designee and must be current with community standards of practice within managed care environments. A comprehensive policy and procedure shall describe the use of the formulary and procedures for non-formulary approval. It shall be the responsibility of the on-site Medical Director to approve or deny any non-formulary request including psychotropic medications. The Contractor shall submit a draft formulary with their proposal.

A formulary for OTC products shall also be established and shall coordinate with the use of approved nursing protocols for minor, self-limiting illnesses among the client population. Again, a non-formulary process shall be established for any such request for an OTC product not identified as formulary. Currently clients do have some access to OTC through the commissary vendor if they have funds available.

Submit a sample medication formulary.

Pharmacy and Therapeutics Committee – The Contractor shall establish a quarterly Pharmacy and Therapeutics Committee meeting to include review of the formulary and non-formulary usage, provider prescribing practices, drug utilization review, educational information, drug costs and other relevant topics to pharmacy operations. The Medical Director and Contract Compliance Officer shall participate, and the consulting pharmacist shall chair the committee. All providers on-site shall participate and the meeting is mandatory.

Describe how you will address review of the formulary and non-formulary usage, provider prescribing practices, drug utilization review, education information, drug costs and other relevant topics to pharmacy operations. Describe your process for making formulary exceptions.

Medication Administration and Distribution - Medications will be administered to the client population by nursing personnel or may be Keep on Person (KOP) by the clients depending upon the medications involved and the assigned housing unit. No controlled substances, TB, HIV or psychoactive medications shall be KOP but rather shall be administered on a dose-by-dose basis by licensed nursing staff KOP medications shall be monitored within the population and the Contractor shall work with the county on implementation of the process, and the training of Detention staff regarding search and seizure situations. Detention staff will contact a designated health service staff member regarding any questions about client medication during admission or during a subsequent search. Clients in disciplinary settings will not be allowed KOP medications unless approved by the SCDOC administration. Nitroglycerin will be allowed KOP due to critical and emergent nature. Restriction of such medication to a request basis from detention staff will be extremely limited and handled on a case-by-case basis.

Describe how you will address medication administration and distribution.

Disposal/Destruction of Medications - The Contractor shall establish a formal process, in concert with state and federal laws, regarding the destruction or disposal of medications including patient-specific dispensed medications, stock medications, controlled substances (whether stock or dispensed), and psychotropic medications. Medications shall be purged routinely so the on-site quantity does not build up. Documentation of all destruction and disposal shall be complete, thorough and available for review upon request.

Describe your process for the disposal/destruction of medication and provide sample documentation.

Safety of Storage - The Contractor shall ensure all medications are maintained in a safe and secure manner and counts of controlled substances occur on a per-shift basis by the oncoming and off-going nurses together. Counts shall be conducted with two personnel at all times. Any waste shall be documented appropriately. Controlled substance stock shall be managed and documented appropriately with no cross-outs, whiteouts, etc. The pharmacist conducting the routine inspections shall monitor this documentation for completeness and accuracy as shall the charge nurse or nursing supervisor and Director of Nursing as these aspects are critical to the performance evaluations and ongoing supervision of nurses managing these medications.

Describe your process for maintaining the security of controlled substances.

Sharps Management and Inventory - All syringes and sharps shall be stored and managed in a safe and secure environment with double-lock. These items shall be counted per shift and require the participation of two nursing staff. Dental sharps may be managed by the Dentist and Dental Assistant; however, the same counting requirement applies for dental instruments, needles, etc. All staff utilizing sharps shall maintain a perpetual inventory or checklist of which the items were used for during their shift.

Describe your process for sharps management and inventory.

Intake Medications - The Contractor shall establish a policy and procedure for the handling of medications coming into the facilities with clients upon intake. If utilized in any way for that specific individual client, a nurse must verify the medication received is the medication described/prescribed. Every effort shall be made to verify existing orders from outside sources if the client comes in with a current medication prescription. If not utilized, these medications will be seized upon admission and stored with the individual's property until release. Clients arriving at intake who are currently on psychoactive drugs shall be continued on the same medications as verified, even if non-formulary, until such time as seen by the psychiatrist and evaluated for a change to a formulary medication. A non-formulary request shall be completed in the event of the intake continuation of a verified community prescription that is not on the current formulary.

Describe your proposal for handling medications coming into the facilities upon intake.

Order Procedures - The Contractor shall ensure medications are only administered according to a legitimate order by a practitioner including physician, psychiatrist, mid-level provider or dentist and are received by the client within 24 hours of the order initiation. Protocols for legend drugs to be administered by nursing personnel are acceptable and may require a telephone order by a licensed provider. The Contractor shall ensure all telephone or verbal orders are countersigned within the time allotted by law. Nursing may distribute OTC medications in accordance with approved nursing protocols.

Describe your proposal for handling medication orders.

Dispensing Guidelines - Given the short length of stay in general, it is preferred the Contractor not dispense more than a two-week supply of medications, e.g. not a full month blister card. Blister pack packaging is the preferred method of packaging due to familiarity with process. However, liquid and/or crushed medications, particularly psychotropic medication and controlled substances, shall be made available upon the order of the Medical Director in specific cases such as an individual with wired jaws or a history of stockpiling medications. Any change from blister pack would require the approval of the county. Reuse of medications by the pharmacy shall be within applicable state and federal laws.

Describe your proposed dispensing guidelines and whether you intend to utilize patient specific medications.

Discharge Medications - The Contractor shall establish a policy and procedure for the management of legend medications upon client discharge. If the Contractor is aware of the client's pending release and the medications are maintained by nursing, the client shall be given at least a 10 day supply upon release to ensure continuity for follow-up care. This supply shall be given in a child-proof bottle. The SCDOC physician may consider writing a 30-day prescription and placing in the client's property so upon release the client may fill the prescription. Vendors will be required to submit, with their proposals, their plan for providing discharge medications, and their plan for linking discharged clients with community services. Insulin and syringes for insulin-dependent diabetics may be given in a three-day supply. The Contractor shall provide for continuity of care and to avoid disruption of prescribed medications, particularly those life-sustaining or for chronic illness management. The duration of release medications can be negotiated with winning vendor. The contractor shall also provide access to medication profiles for viewing and printing purposes.

Describe your proposal for handling discharge medications.

Provide costs of discharge medications as a separate line item.

Order Automation - If at all possible, the Contractor shall automate the process for ordering medications, noting by nursing and transmission to the pharmacy. Orders may be faxed to the pharmacy if necessary but the goal is to minimize the amount of work by nursing staff required to process the order to the pharmacy.

It is the county's goal to minimize delays in the administration of prescribed medication to clients. Once a valid prescription has been verified, describe your process for ordering medications, how they will be delivered to the detention facility and residential facility, and anticipated timeframe.

Medication Delivery - Medications delivered to the facilities shall be secured/sealed and any tampering must be clearly visible. The delivery may be by courier or by formal delivery service such as FedEx, UPS, etc. All deliveries shall include a detailed manifest for ease of check-off by nursing as to orders placed vs. orders received. Any medications not included shall be clearly identified with a reason for the absence and an expected delivery time.

Describe how you will address medication delivery. Pharmacist Availability - A pharmacist shall be available to the providers if a question arises about medication or the choice of medication. The health services pharmacy component shall provide for an on-call pharmacist capability for this purpose and shall designate a particular individual pharmacy for contact during pharmacy off-hours.

Describe your proposal for having a pharmacist available.

Statistical Reporting - The Contractor shall provide monthly statistics with year-to-date information and an annual summary regarding pharmaceutical utilization as specified by the county. Information included shall minimally consist of: the top ten drugs prescribed by cost and frequency and for psychotropic medication and HIV separately, the prescriptions filled – new and refill, the doses dispensed and the ability to sort by medication category or provider to prescribing patterns for evaluation. Drug utilization review shall also be included and become a part of the Pharmacy and Therapeutics Committee that additionally includes an educational component on at least a quarterly basis.

Describe your proposal for providing statistical reporting and provide a sample report.

5.27 Clinic Space, Equipment, and Supplies

Medical Equipment - The county provides basic examination space, office space, related utilities, and telephone/data service, existing office equipment, and existing medical equipment. The Contractor shall provide office and medical supplies including dental supplies, medical records, books, and periodicals. Existing furniture will be provided by the county, any new furniture needed will need to be purchased by the Contractor. Any items purchased for the health services areas will remain the county's property at the termination of the contract regardless of when that termination occurs or who initiates termination if applicable. All policies and procedures, manuals, forms and computer information becomes the property of the county upon termination.

Describe how you propose managing medical equipment.

Handwashing Facilities - If handwashing facilities are not available in all patient contact areas, then the Contractor shall ensure the availability of products for staff use in disinfecting and cleaning hands, materials that are used without water.

Describe how you propose managing hand washing facilities.

Supply Storage- Supplies shall be maintained in an orderly fashion and cardboard boxes shall not be placed directly on the floor. Shelves will be labeled and organized with items separated by use. Sufficient on-site supplies shall be maintained within the facilities to ensure appropriate availability for client treatment and staff use. Par and reorder levels shall be identified for all materials management – medical, dental and office supplies as well as durable equipment.

Describe how you propose managing supply storage.

Security Gloves - Gloves for detention staff use will remain the responsibility of the county. If the county elects to have the Contractor provide these supplies, the Contractor will be reimbursed accordingly through the monthly payment process. Gloves for health services staff use shall be provided by the Contractor and be readily available in multiple sizes for appropriate fit.

Describe how you propose managing security gloves.

5.28 Diagnostic services

Laboratory Services - The Contractor shall ensure the availability of laboratory, x-ray (can be a mobile subcontracted option like with the current vendor), and EKG diagnostic services on-site within the facilities. With regard to lab services, the Contractor shall be responsible for all lab services including requisitions, supplies, and results reporting. On-site lab tests shall be completed to the extent possible without the need for a medical technologist or transport. Off-site lab services shall be contracted by the Contractor and include all routine and reference tests. Stat lab services shall be available with a two-hour turnaround time. In the event the results are not available within the proscribed two-hour window, the on-call or site physician shall make the determination as to whether the client should be taken off-site to a local hospital. If the lab contract is unable to accomplish the stat two-hour requirement, the Contractor shall secure such services through a local lab or hospital, meeting all CLIA requirements, within the vicinity. Basic CLIA-exempt/waiver lab results shall be available on-site within approximately 24 hours and be printed out on a printer provided by the lab company.

Describe what lab services you anticipate will be available on-site and how you propose managing lab services.

Phlebotomy - Nursing staff shall be trained in phlebotomy services. A medical staff designee shall ensure the stock of needles and syringes maintained for lab use is secured and double-locked, as well as counted at least weekly (stock). Needles and syringes in daily use shall be accounted for on a perpetual inventory basis with documentation and tracking of the use of each sharp.

Describe how you propose managing phlebotomy services.

Lab services, including HIV and sexually transmitted diseases, may be available to the Contractor through the county health department; if not, the Contractor is responsible for all lab testing conducted by health services staff. Lab services shall be provided by a fully licensed and accredited facility with qualified and credentialed medical technologist and board certified pathologist staff.

Describe how you propose managing lab services.

EKG Services - EKG services shall be provided on-site within the SCDOC. EKG services shall include EKG machines, supplies, actual tracings/strips and the immediate reporting of results to the on-call physician. EKG services shall include an on-site printout of the strip and the report. Twelve-lead EKG is preferred. Services may be contracted by the Contractor but require the 24-hour availability for over read capabilities by a physician or the on-call physician.

Describe how you propose managing EKG services.

Radiology Services - X-ray services shall be provided through the Contractor on-site with portable equipment and the Contractor is responsible to provide the portable x-ray equipment, films, supplies and all related materials. The county does not have any on-site x-ray capability beyond dental. Portable equipment and all necessary supplies shall be provided, either purchased by the vendor or through a subcontract agreement. The Contractor shall provide x-ray services at least three times per week at SCDOC. Abnormalities requiring immediate intervention shall be called to the facility as soon as the interpretation occurs and routine results reporting shall be returned on-site within 24 hours (except weekends and holidays). Stat x-ray services shall be available through the Contractor within a four-hour time period. The Medical Director should approve stat orders for x-ray. If the stat capability cannot be performed on-site within four hours, the Contractor shall have an agreement with a local radiology group and/or hospital for this stat service. On-site ultrasound is expected to be provided as needed. Any radiologist utilized for the interpretation of films from the SCDOC shall be board certified in radiology and the documentation shall be provided with the x-ray agreement or independent contract. X-ray and dental staff shall be monitored for exposure to radiation through dosimeters or other approved system to ensure staff safety.

Describe how you propose managing radiology services.

Other Specialty Services - Other diagnostic services such as mammography, CT scans, MRI, ultrasound, fluoroscopy, EEG, EMG, etc., shall be provided in the community through agreements with the Contractor. The Contractor shall negotiate these agreements to ensure that diagnostic services are available within the general proximity of the SCDOC.

Describe how you propose managing other specialty services. Include a sample agreement if available. Indicate if a sample agreement is not available,

Ancillary Services Quality Improvement - Quality improvement initiatives may include lab, EKG, and x-ray on occasion and the Contractor may be required to obtain multiple specimens and send them out to various locations for results or interpretation as a quality assurance measure. Any such quality improvement shall be the responsibility of the Contractor.

Describe how you propose managing Ancillary Services Quality Improvement Process. If you do not have such a program please indicate "None" if one does not currently exist.

5.29 Hospital and Specialized Ambulatory Care

The Contractor should establish agreements with individual specialists and subspecialists willing to assume the responsibility for ongoing care, or with a specialty multi-physician group practice for specialty outpatient services. The Contractor shall establish a working relationship and/or agreement with at least one Wichita hospital in order to coordinate care for hospitalized clients.

All agreements for off-site services, inpatient or outpatient, as well as all subcontractor agreements in general, shall be subject to the approval of the county. The Contractor shall maintain these contracts in a file on-site within the SCDOC and these files shall be available to the county upon request.

Describe your plan for establishing agreements for off-site services, inpatient or outpatient, as well as all subcontractor agreements in general and proposed timeline for having such agreements in place. Also indicate wellness and ability to use telemedicine technology to reduce outpatient appointments and send outs.

Utilization Management - The Contractor shall ensure utilization management (UM) is conducted for all inpatient hospitalizations to ensure the length of hospital stay is no longer than necessary. The Director of Nursing or his/her designee shall be in contact with any outside hospital where a client is housed on a daily basis and the Medical Director shall be aware of each individual's hospital status as well. While utilization management is an important aspect of any managed care program, it is also critical, positive relationships with local hospitals or clinics be maintained and the patient care site is clinically appropriate to the unique needs of the individual patient. Despite either outpatient or inpatient utilization management initiatives by the Contractor, the site Medical Director shall be responsible for clinical decisions involving his/her patients within the detention facilities. Final medical authority rests with the Medical Director.

Describe your proposal to implement a Utilization Management Process.

Individuals returning to the facilities following off-site treatment should return with documentation of the treatment received, in the form of a discharge summary, consult follow-up or other progress note. It is critical any patient returning from an inpatient hospital stay be evaluated by a registered nurse prior to return placement in housing population. All returnees from inpatient stays shall be seen by a physician as soon as possible on-site to ensure appropriate orders and follow-up.

Describe your proposal to integrate clients returning to the facilities.

In the event an client needs "one on one" care in order to perform ADLs while incarcerated, the Contractor will be responsible for providing such care and the costs associated with providing the appropriate medical staffing on a 24-hour basis as long as it is determined to be necessary.

Describe your proposal to manage "one on one" care.

Dialysis Services – The Contractor may elect to provide hemodialysis services on-site within the SCDOC. The county would like to at least see this presented as an option, which could be achieved through subcontractors and/or mobile dialysis. These services would then be available for all clients with HIV, Hepatitis C or other communicable diseases. Peritoneal dialysis may also be utilized according to the orders of a board-certified nephrologist. Dialysis services must include the equipment and supplies, nephrologist coverage and nursing/technician staffing as well as medications appropriate and necessary.

Indicate if you will provide this service on site and how it would be achieved.

Provide line item cost for this type of service as an option.

5.30 Translation/Interpretation Services

SCDOC will provide translation needs and accommodations for hearing and visual impairment, and physical disability as needed by clients.

Describe how you will coordinate with SDCOC staff to meet the needs of non-English speaking clients and how you will accommodate disabilities such as hearing or visual impairment, physical disability.

5.31 Drug free workplace

All vendor employees and independent contractors, as well as subcontractors, must participate in a pre-employment drug screening program provided through the company. This drug screening must include the most common drugs of abuse. Positive results that are not sufficiently explained by legitimate prescription medications will result in the individual not being allowed within the facilities.

Describe your corporate policy regarding pre-employment drug testing and maintaining a drug-free work environment.

5.32 Other health care services

Describe any services that are not listed elsewhere in the proposal.

6.0 Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided prior to award of contract. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after county receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas must be acknowledged on the bid/proposal response form).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6.1 Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

6.2 Evidence of Insurance

A Certificate of Insurance for the coverage listed above shall be provided to the Sedgwick County Purchasing Department prior to services commenced under the contract. The policy will list Sedgwick County as an additional insured and afford Sedgwick County a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of the contract.

Certificates of Insurance shall also be submitted for review to the Sedgwick County Purchasing Department for each successive period of coverage for the duration of the agreement drafted from this RFP and subsequent vendor proposal.

7.0 COST PROPOSAL

7.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the cover page of the RFP (2.4 Submittal Instructions).

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

7.2 Format for Submitting Cost Proposals

The price is to be stated in terms of a client per diem or capitation rate for each year of the contract with the first contract period being defined as January 1, 2023 through December 31, 2025. The background detail regarding how the per diem was arrived at must be included as well, with a breakdown including salaries and benefits, fees and malpractice, subcontractors, inpatient hospitalization, outpatient and ancillary services (on-site and off-site), pharmacy (including OTC products), medical/dental supplies, other expenses, overhead expressed both as a percentage of the total contract amount and as dollars, and profit, also expressed as a percentage and as dollars. The contract shall be a rate contract but may also include a maximum obligation for county should that be negotiated. The inflationary factor for each of the initial contract years two (2) must be identified. The escalator for outlying years, potential Year Four (4) and Year Five (5), are not required at this time but must be submitted to the Department of Corrections Project Manager, by June 1 of the year prior to the renewal.

The population identified by county to be bid upon by each vendor submitting a proposal is based on a 2020 average daily for the Department of Corrections, the population identified for the Juvenile Detention Facility is a capacity of 108 with ADP of 52 in 2017 and 53 in 2018 and the population for the Juvenile Residential Facility is a capacity of 24 with ADP of 16 in 2017 and 14 in 2018. For the Option 2 adult programming, the total capacity is 165 with a projected average daily population of 150.

7.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals.

8.0 Contract Terms and Conditions

8.1 Central Contact Person for Implementation and Operations

The central contract person identified for the implementation and ongoing operation should/shall be the Health Service Administrator. This person is expected to be the overall on-site program manager, who will be responsible for overseeing all aspects of health services, reports, presentations, etc., and all work performed under this contract.

The contact person identified by the company must be available via an electronic device during regular business hours with the exception of benefit time during which a designee will be named responsible. At the initiation of the contract, the contact person/Health Service Administrator must be available around the clock by an electronic device on an ongoing basis.

County shall have the right to request replacement of central contact person. Upon request, company shall replace the central contact person within a reasonable amount of time.

Submit the name and title, along with contact information of the proposed central contact person for implementation and on-going operations.

8.2 Restriction against non-compete provisions

The Contractor may not, by utilization of non-compete agreements or any other methods whatsoever designed to prevent continued employment/service delivery at the sites for vendor staff and to prevent or restrict in any manner the ability of personnel to enter into any contractual or employment relationship with any person or organization, including Sedgwick County, which may provide services of the nature described in the contract to Sedgwick County at any time following the termination of the contract or any part thereof. This prohibition of non-compete agreements by the vendor is applicable as well to the on-site management team in its entirety.

Acknowledge that you understand and will comply with this requirement.

8.3 Staff Participation

County reserves the right to approve or reject, for any reason, any and all vendor or subcontractor staff assigned to this contract. Additionally, county may deny access or admission to county facilities at any time for such staff. Such access will not unreasonably be withheld. County will be responsible for the timely completion of all proposed vendor staff criminal background checks prior to any such staff's initiation of recurring on-site services.

Acknowledge that you understand and will comply with this requirement.

8.4 Cooperation upon termination or non-renewal of contract

The Contractor must cooperate with county in the event of termination or non-renewal so as to ensure that county can maintain continuity of service delivery. Such cooperation will include the provision to county of the names, addresses and telephone numbers of personnel, independent contractors and subcontractors as well as salaries, organizational charts, certifications, lists of all subcontractors with names, addresses and telephone numbers, inventory lists of medical, dental and office supplies and pharmaceuticals, equipment lists and condition by site and all policies, procedures, protocols, manuals and forms, all consolidated medical records, statistical reports and other information and data specific to county. Contractor must provide said information 30 days prior to the effective date of the termination or contract end and again immediately following contract end.

Acknowledge that you understand and will comply with this requirement.

8.5 Assignment

Assignment by Subcontract – Assignment of any portion of the work by subcontract must have the prior written approval of Sedgwick County.

Limitation – The final executed contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

Survivorship of Benefits – The contract will be binding upon and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

Acknowledge that you understand and will comply with this requirement.

8.6 Ownership of data

The Contractor must cooperate with county in the event of termination or non-renewal so as to ensure that county can maintain continuity of service delivery. Such cooperation will include the provision to county of the names, addresses and telephone numbers of personnel, independent contractors and subcontractors as well as salaries, organizational charts, certifications, lists of all subcontractors with names, addresses and telephone numbers, inventory lists of medical, dental and office supplies and pharmaceuticals, equipment lists and condition by site and all policies, procedures, protocols, manuals and forms, all consolidated medical records, statistical reports and other information and data specific to county. At a minimum, all electronic medical records data and an inventory list of all medical, dental and office supplies and equipment lists and condition of such equipment shall be provided to the county 14 days prior to the termination or non-renewal to ensure continuity of care. Contractor must provide all other said information prior to the effective date of the termination or contract end.

The PROVIDER shall provide “read only” access to the electronic medical records software used by PROVIDER for a period of five (5) years upon termination or expiration of this agreement and shall make available to the county timely reports of transaction level data, at no cost to the county for an additional one (1) year after the read only access ends for a total of six (6) years.

Therefore, any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by the Contractor under this agreement shall not be made available to any individual or organization by Contractor without the prior written authorization of the county.

No reports or documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. Data obtained through this agreement shall not be utilized for formal presentations, conferences, classes, presentations, articles, chapters or other public dissemination without the express written approval of the county of the materials specifically and of the dissemination in general.

Acknowledge that you understand and will comply with this requirement.

8.7 Audit and Inspection of Records

The Contractor shall permit the authorized representatives of the county, to inspect and audit all data and records of the Contractor related to carrying out this contract at any time during the contract period and for a period of up to six (6) years after completion of the contract.

Acknowledge that you understand and will comply with this requirement.

8.8 Media Releases and Contact

The Contractor’s staff, independent contractors and subcontracts shall be restricted from releasing any information about the contract or events occurring within a county facility to a public forum or to the media without the authorization of the county and coordinated through the parties’ public information representatives.

Acknowledge that you understand and will comply with this requirement.

8.9 Medical Restraints and Therapeutic Seclusion

Requirements - The Contractor shall establish detailed policies, procedures and practices regarding the use of medical restraints and therapeutic seclusion or restraint. The Director of Mental Health, Health Service Administrator, Chief Psychiatrist, Medical Director and the county must approve all policies. Only approved restraint systems shall be used.

Describe your policy regarding medical restraints and therapeutic seclusion.

Order Process - The ordering of medical restraints shall be authorized by the Medical Director in the case of an individual whose restraint is critical. The use of mental health restraints shall be ordered by a psychiatrist or as otherwise lawfully authorized, with as little utilization of these techniques as is feasible while maintaining patient and staff safety and security. The limited duration of restraint, frequency of review by nursing for circulation, frequency of review by a mental health professional and the psychiatrist, frequency of review by security staff, the positioning of the individual (in a position to limit potential harm to the individual), the location of the restraints (unit or cell), the specific body parts to be restrained and points of restraint, and the process for removing an individual from mental health restraints shall be fully described and comply with both federal and state law as well as community standard. There shall be a detailed treatment plan. Documentation shall include reference to the other techniques applied and failed for this individual that were less restrictive and describe how and why other less restrictive treatment options are not considered appropriate for the client.

Describe your process for ordering medical restraints, the duration and frequency of medical assessment and the process for removing someone from medical restraints.

Security Restraints - Members of the healthcare staff will not be involved in security restraints or use of force situations other than to observe, treat an individual client or staff member if injury is incurred, or to check circulation or other aspects of health status as a nursing function. The Contractor shall ensure nursing staff is familiar with the process and nurses are also obligated to the patient to report to supervision any observations regarding the improper application of security restraints and/or force.

Acknowledge that you understand and will comply with this requirement.

Channeling of Information - The Contractor shall ensure the county receives information daily regarding the use of medical restraint, mental health restraint or seclusion and a summary of the facts surrounding the case. The monthly report shall include essential elements of documentation regarding how often these methods were ordered, for what duration, and basic reason utilized.

Describe your policy regarding medical restraints and therapeutic seclusion.

8.10 Forced Psychotropic Medication

The Contractor shall comply with all state and federal laws, rules and regulations regarding the use of forced medication of any kind, including psychoactive medications. The Contractor shall describe the process and documentation necessary for the use of emergency medication for either medical or mental health rationale as well as the necessary approval of the prescribing psychiatrist. The involuntary administration of any medication, e.g. against the patient's will with a refusal of treatment, requires the existence of a life-threatening emergency with threat to the client or to others, by the client.

Documentation within the comprehensive mental health treatment plan shall include each and every less restrictive alternative attempted, failed, or why these tactics were not considered sufficient in this case. Additionally, the Contractor shall ensure laws and community standard are in operation with regard to forced non-emergent psychotropic medication with the involvement of a psychiatrist. In general, only individuals with an existing court order for forced mental health drugs may receive involuntary medication in other than a life-threatening and emergent situation.

Describe your policy on the use of forced Psychotropic Medication, when/if used and the documentation required.

8.11 Forensic information

The Contractor's direct care staff is prohibited from involvement with forensic specimen collection or the obtaining of forensic information. Individuals with a patient/provider relationship will not be involved with forensic issues. Rather, an individual without a provider relationship or external to the on-site staff may be involved at the discretion of the county. Given the detainee nature of a large portion of the population, forensic information gathering is to be expected and the Contractor shall develop policy and procedure surrounding the specific situations most likely to occur within the detention. While procedures may be performed by Contractor staff with the client's consent, no involuntary collection of specimens or information is allowed.

Describe any forensic procedures you may perform with client's consent.

8.12 Informed consent

The Contractor's health record manual shall address the applicability and necessity of informed consent. The medical records supervisor shall oversee the process regarding the documentation required, forms utilized and criteria applied for informed consent. Practice shall comply with federal and state requirements and community standard.

Describe your process as it relates to informed consent.

8.13 Right to refuse treatment

The client's right to refuse treatment shall be clearly delineated and defined according to Kansas statute and professional standards by the Contractor. In addition to the approval of the county, the approval of the County Counselor are required for the practice involving informed consent and the right to refuse treatment. The policy and procedure shall address the various scenarios of refusal and potential exceptions, i.e. a dialysis patient when the refusal may be immediately life-threatening, a diabetic refusing insulin or refusing to eat, a patient refusing chronic medication, competency of the individual involved, involvement of family members/spouse, situations involving communicable disease, with practices regarding a hunger strike including definition, documentation, frequency of review and evaluation by healthcare staff, observation requirements and placement.

The Contractor shall require any refusal of treatment require documentation of the client with a witness, or if the client is declining to sign the refusal document the signature of two witnesses with one being a health professional. All refusals shall be specific and include documentation regarding the procedure or care refused and the counseling given to the client regarding the potential adverse impact of refusal. No blanket refusals or refusal of care upon admission shall be acceptable. If the client refuses the rectal or vaginal examination during a physical examination, the provider shall document the refusal on the health assessment form as well as obtain the client's signature on a refusal form specifying the procedure refused.

Clients who fail to present for an appointment shall not be assumed by the Contractor to be refusals of care. Rather, the Contractor shall determine the cause of the omission such as conflict with court schedule, already released, legal visit, etc.

Describe your process for managing and documenting refusals.

8.14 Medical research

The Contractor shall comply with federal law and national standards regarding the involvement of clients in medical research. No data, even anonymously, may be collected from the health records without the advance written approval of the county. Clients may only participate in Phase III clinical trials where the individual may anticipate benefit from the intervention. Clients shall not be involved in Phase I or Phase II clinical studies. Any medical research project within the county facilities shall require the prior documented authorization from the county and the study must be approved by a recognized human subjects review board.

This prohibition against or limiting of medical research involving clients in no way prohibits the Contractor from seeking additional funding sources for client health and mental health care programs through grants or contracts. Any such pursuit of grant funding shall involve the advance approval of the Detention Administrator.

Acknowledge that you understand and will comply with this requirement.

9.0 Payment Requirements

9.1 Billing and payment process

The county will pay a base annual fee to the vendor for all medical services, mental health services, pharmacy services, and outside medical expenses, up to an outside medical cap of \$35,000 annually, for Department of Corrections based on a client ADP of 55 with an allowance for a 10% variance in ADP. If the monthly ADP exceeds 10% more than 55 an agreed upon additional fee per monthly ADP client over will be paid by the county. If the monthly ADP is over 10% less than 55 the vendor will provide an agreed upon credit per monthly ADP client under. This base annual fee will be divided over 12 monthly installments. If the annual medical cap of \$35,000 is exceeded the county and vendor will split the costs at 50% each. The annual medical cap and the handling of the cap is subject to negotiation with the winning vendor.

The contractor will invoice the county a maximum of once per month after the month of services, within the first ten (10) days of the subsequent month. Each invoice will be required to provide a reasonable detail of the services performed or other agreed upon items, for the charge that has been invoiced, if any, above and beyond the client population per diem based on the Average Daily Population (ADP) of clients identified for the month being paid. The county will pay the contractor within thirty (30) days of the date of receipt of the invoice.

Acknowledge that you understand and will comply with this requirement.

9.2 Paybacks and credits

There are a number of paybacks and credits established within this RFP to protect county and to ensure that contracted hours are provided according to the staffing tables submitted with the proposal. The intent of the paybacks and credits is to retrieve dollars for county, from the vendor, that were not paid out to employees or independent contractors by the vendor because hours were not provided according to the agreement as stipulated by the vendor in the proposal.

Provider Hours

Any hours scheduled for on-site coverage by medical providers (either Medical Director, staff physicians, Chief Psychiatrists, psychiatrists and Mid-level providers but excluding specialty or subspecialty consultants) or by dentists, that are not provided or filled completely by the hour according to the staffing table contained in the proposal or otherwise agreed upon with county, will be adjusted to the benefit of county in the next monthly payment to the vendor. This adjustment will be taken on an hour for hour basis for actual, documented, hours worked versus hours contracted. The vendor is responsible to ensure a timely and accurate presentation of payroll information that is valid and reliable. Partial hours or portions of each hour worked must be identified by quarter-hour or 15-minute increments. Six major holidays will be exempt from requiring such on-site provider coverage except under emergency circumstances and these include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The vendor is responsible to define the holiday by specific hours. These payback hours will be taken against the next vendor payment and will be assessed at 100% of the hourly rate for the position as identified by the contractor in the bid as required, or as adjusted annually thereafter, as applicable. Each proposal must contain a complete list of payback hourly rates for all on-site provider positions. Hours of participation in training that is approved in advance by county may be exempt from this payback requirement.

Describe your process for calculating provider hours and determining paybacks and credits due.

Minimum Continuous Staffing

The payback credit for staffing other than providers described in the preceding paragraph will be focused on positions that are scheduled for continuous coverage (24-hour coverage), as well as posts that are critical to the maintenance of operations and require relief in any and all situations. This payback will be taken by county as a credit against the next routine monthly payment to the vendor and will consist of 100% of the hourly rate for the position as identified by the vendor in the attachment to the proposal listing hourly rates for all positions contained in the RFP, or as adjusted annually, as applicable. Even absences due to approved leave time such as vacation, sick leave or holiday time, that requires backfill to ensure continuous coverage, will be taken as a credit by county if not backfilled at 100%. This adjustment will be an actual hour for hour basis and any portions of hours will be considered at the quarter-hour or 15-minute mark. Training that is authorized and approved in advance may be considered as time worked on a case by case basis for positions that routinely require relief and will be determined by county. Staffing that must be replaced includes any nursing/medical assistant, LPN or RN as scheduled regardless of day of week, shift, or post assignment. Mental health professionals must be replaced hour for hour for intake. Medical records staffing will require backfill replacement. Dental assistants require backfill at 100%. Positions meeting the definition for minimum staffing as described above should be identified on the staffing tables included in the proposal. Hours replaced by approved individuals will be considered as hours worked against the absent hours and will be adjusted on the credit.

Provide the process of notifying Sedgwick County of staffing shortages and/or changes, and the plan to provide mutually agreed upon coverage.

Describe your process for calculating the paybacks and credits due to the county should staffing levels fall below the minimums required.

9.3 Holdbacks

9.3 B Department of Corrections Holdbacks

Any failure to adhere to licensing regulations and timelines or medication administration processes and timelines will result in a holdback. Any citations under licensing reviews/audits/facility visits will result in a responsive corrective action by the chosen vendor. The identified amounts assessed will be subject to negotiation with the chosen vendor.

Performance Indicator	Submission Date	Holdback
Daily Shift Medication Refusals	End of Shift Daily	\$25 per report per business day - shift reports are considered late if not completed by end of day shift occurred
Sick Call- Weekly	Due by Monday at 5pm, report should include the pervious Monday thru Sunday sick-calls.	\$100 per report per business day overdue.
Sick Call- Monthly	Due by the 5th of each month, if the 5th falls on a weekend please submit the next business day.	
Sick Call- Quarterly	Due by the 10th of the month following the end of the quarter: April 10, July 10, October 10, January 10	
CAP Report	Due the 15th of each month	
Staffing Report	Due the 15th of each month	

10.0 SPECIAL CONTRACT TERMS AND CONDITIONS

10.1 Required Response Content (Add two more hyperlinks)

Proposal Conditions

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Federal Certifications Addendum Sedgwick County

<https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf>

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The firm's relevant experience, notably experience working with government agencies.
4. At minimum, **three (3)** professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
6. A description of the type of assistance that will be sought from county staff, including assistance required from the county to lessen the costs of this project.
7. Proof of insurance meeting minimum insurance requirements as designated herein.
8. Those responses that do not include all required forms/items may be deemed non-responsive.

11.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A - Reference Data Sheet

Attachment B - Designation of Confidential and Proprietary Information

Attachment C1 - Cost Summary Page Department of Corrections, Juvenile Detention & Residential - Medical

Attachment C2 - Cost Summary Page Department of Corrections, Juvenile Detention & Juvenile Residential Option #1 Mental Health

Attachment C3 - Cost Summary Page Department of Corrections, Adult Residential and Work Release– Option #2 Health Assessments and Medication Management

Attachment C4 - Cost Summary Page Department of Corrections, Adult Residential and Work Release – Option #3 Mental Health

Attachment D - Salary Ranges and Rates

Attachment E - Staffing Tables- Department of Corrections – Juvenile Detention Facility & Juvenile Residential Facility

REFERENCE DATA SHEET	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	

Number of Sites _____ Number of Clients _____

Facility Type ___ Jail ___ Prison ___ Juvenile ___ Other

Accreditation ___ ACA ___ NCCHC ___ JCAHO ___ Other

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End ___ Terminated, if so specify by whom ___ agency ___ vendor

Reason _____

 ___ Lost in Rebid, if so specify award recipient _____

Reason _____

 ___ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

Designation of Confidential and Proprietary Information		
<p>The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, or is otherwise material that can be kept confidential. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.</p>		
Section	Page Number	Topic

Check mark: This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The county considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the county harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print)

Date

COST / FINANCIAL PROPOSAL FOR DEPARTMENT OF CORRECTIONS
Juvenile Detention & Residential - Medical

NAME OF FIRM:

Pricing information shall be submitted by each prospective vendor and be separate from the remainder of the proposal in a sealed envelope. The pricing information shall be apart from the scope of services/technical requirements and other components of the response as the evaluation of these sections will be conducted separately and then eventually combined into a recommended selection for Notice of Intent to Award and contract negotiation.

Pricing Format

Per Diem for January 1, 2023 through December 31, 2025 _____

Escalator/Inflationary Factor Utilized

Please specify the percentage and dollar amount of the escalator or inflationary factor utilized by your company in establishing the client per diem pricing for Years four (4) and Years five (5):

Year Four (4) Escalator/Inflationary Factor _____

Year Five (5) Escalator/Inflationary Factor _____

Rationale

Provide detailed information below regarding the rationale for the escalator or inflationary factor utilized for the fourth and fifth years of the initial contract and what references used to establish this criteria:

COST/FINANCIAL PROPOSAL, Page 2

	Year One	Year Two	Year Three
Salaries			
Benefits			
Fees			
Malpractice			
Subcontractors			
DBE (% & \$)			
Inpatient Hospitalization			
Outpatient and Ancillary Services			
Pharmacy			
Medical/Dental Supplies			
Other Expenses			
Ancillary Expenses			
Overhead (% & \$)			
Profit (% & \$)			
Per Diem			

COST / FINANCIAL PROPOSAL FOR DEPARTMENT OF CORRECTIONS
Juvenile Detention & Juvenile Residential – Option #1 Mental Health

NAME OF FIRM:

Pricing information shall be submitted by each prospective vendor and be separate from the remainder of the proposal in a sealed envelope. The pricing information shall be apart from the scope of services/technical requirements and other components of the response as the evaluation of these sections will be conducted separately and then eventually combined into a recommended selection for Notice of Intent to Award and contract negotiation.

Pricing Format

Per Diem for January 1, 2023 through December 31, 2025 _____

Escalator/Inflationary Factor Utilized

Please specify the percentage and dollar amount of the escalator or inflationary factor utilized by your company in establishing the client per diem pricing for Years four (4) and Years five (5):

Year Four (4) Escalator/Inflationary Factor _____

Year Five (5) Escalator/Inflationary Factor _____

Rationale

Provide detailed information below regarding the rationale for the escalator or inflationary factor utilized for the fourth and fifth years of the initial contract and what references used to establish this criteria:

COST/FINANCIAL PROPOSAL, Page 2

	Year One	Year Two	Year Three
Salaries			
Benefits			
Fees			
Malpractice			
Subcontractors			
DBE (% & \$)			
Inpatient Hospitalization			
Outpatient and Ancillary Services			
Pharmacy			
Medical/Dental Supplies			
Other Expenses			
Ancillary Expenses			
Overhead (% & \$)			
Profit (% & \$)			
Per Diem			

COST / FINANCIAL PROPOSAL FOR DEPARTMENT OF CORRECTIONS
Adult Residential and Work Release– Option #2 Health Assessments and Medication Management

NAME OF FIRM:

Pricing information shall be submitted by each prospective vendor and be separate from the remainder of the proposal in a sealed envelope. The pricing information shall be apart from the scope of services/technical requirements and other components of the response as the evaluation of these sections will be conducted separately and then eventually combined into a recommended selection for Notice of Intent to Award and contract negotiation.

Pricing Format

Per Diem for January 1, 2023 through December 31, 2025 _____

Escalator/Inflationary Factor Utilized

Please specify the percentage and dollar amount of the escalator or inflationary factor utilized by your company in establishing the client per diem pricing for Years four (4) and Years five (5):

Year Four (4) Escalator/Inflationary Factor _____

Year Five (5) Escalator/Inflationary Factor _____

Rationale

Provide detailed information below regarding the rationale for the escalator or inflationary factor utilized for the fourth and fifth years of the initial contract and what references used to establish this criteria:

COST/FINANCIAL PROPOSAL, Page 2

	Year One	Year Two	Year Three
Salaries			
Benefits			
Fees			
Malpractice			
Subcontractors			
DBE (% & \$)			
Inpatient Hospitalization			
Outpatient and Ancillary Services			
Pharmacy			
Medical/Dental Supplies			
Other Expenses			
Ancillary Expenses			
Overhead (% & \$)			
Profit (% & \$)			
Per Diem			

COST / FINANCIAL PROPOSAL FOR DEPARTMENT OF CORRECTIONS
Adult Residential and Work Release – Option #3 Mental Health

NAME OF FIRM:

Pricing information shall be submitted by each prospective vendor and be separate from the remainder of the proposal in a sealed envelope. The pricing information shall be apart from the scope of services/technical requirements and other components of the response as the evaluation of these sections will be conducted separately and then eventually combined into a recommended selection for Notice of Intent to Award and contract negotiation.

Pricing Format

Per Diem for January 1, 2023 through December 31, 2025 _____

Escalator/Inflationary Factor Utilized

Please specify the percentage and dollar amount of the escalator or inflationary factor utilized by your company in establishing the client per diem pricing for Years four (4) and Years five (5):

Year Four (4) Escalator/Inflationary Factor _____

Year Five (5) Escalator/Inflationary Factor _____

Rationale

Provide detailed information below regarding the rationale for the escalator or inflationary factor utilized for the fourth and fifth years of the initial contract and what references used to establish this criteria:

COST/FINANCIAL PROPOSAL, Page 2

	Year One	Year Two	Year Three
Salaries			
Benefits			
Fees			
Malpractice			
Subcontractors			
DBE (% & \$)			
Inpatient Hospitalization			
Outpatient and Ancillary Services			
Pharmacy			
Medical/Dental Supplies			
Other Expenses			
Ancillary Expenses			
Overhead (% & \$)			
Profit (% & \$)			
Per Diem			

SALARY RANGES AND RATES

The vendor must identify salary ranges and average rates for each position submitted on the staffing tables. The average rate identified in this document is the amount that will be utilized by county for the payback credits and/or holdbacks (that amount will be increased during each year of the agreement by a percentage identified by the vendor). Not all positions identified below must be utilized by the company and a range/rate need not be identified if the title will not be used. This chart also identifies whether the position is an employee, independent contractor or subcontractor and, if an employee, whether exempt/salaried or non-exempt/hourly. Any position title used must include all required information. Titles for positions not included but intended for use by the vendor must be added and the complete information included.

Position Title	Pay Range	Average Rate	Shift Differential	Status
<i>Administrative -</i>				
Health Services Adm.				
Admin. Asst./Sec.				
<i>Clinical -</i>				
Medical Director				
Staff Physician				
Mid-level provider				
<i>Mental Health -</i>				
Dir. of Mental Health				
Psychiatrist				
Clinical Nurse Spec.				
Psychologist				
Social Worker				
AODA Counselor				
Other Discipline				
<i>Licensed Medical Staff -</i>				
Dir. Of Nursing				
Nursing Supervisor/RN				
Charge Nurse/RN				
Staff Nurse/RN				
LPN				
EMT				
<i>Medical Records -</i>				
Med. Rec. Technician				
<i>Dental -</i>				
Dentist				
Dental Hygienist				
Dental Assistant				
<i>Other Staff -</i>				

Note: Status of the position must be identified as: E for Employee with an /H if Hourly and a /S if Salaried; an IC for Independent Contractor; and a SC for Subcontractor. Each range should be listed as either an hourly rate or as an annual salary. Full-time positions must be based on 2080 hours per year.

Department of Corrections – Juvenile Detention Facility & Juvenile Residential Facility

STAFFING TABLE – County is interested in realizing cost savings for positions by sharing between Juvenile Detention, Juvenile Residential and Adult Residential and Work Release Programs should that be an option chosen.

E3-1 Please provide a staffing form for Juvenile Detention and Residential combined.

E3-2 Department of Corrections is interested in ensuring necessary coverage for waking hours of facilities 6 am – 9 pm but also in a separate staffing pattern that includes 24-hour nursing coverage.

E3-3 Please provide a separate staffing form inclusive of the services between all of the programs combined (Juvenile Detention, Juvenile Residential, the Adult Residential and Work Release Programs). Please provide this information for both waking hours of facilities and 24 hour coverage.

Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>Administrative -</i>							
Health Serv. Adm.							
<i>Clinical -</i>							
Medical							
Director/Staff MD							
Mid-level provider							
<i>Psychiatric -</i>							
Psychiatrist							
Mid-level provider							
<i>Nursing -</i>							
Nursing Sup./RN							
Staff Nurse/RN							
LPN							
Medication Aid							
Total by Shift -							
Grand Total -							

Note: Coverage expectation is for medication administration at all med passes inclusive of a.m. and hour sleep/last p.m. pass. Licensing requires 24 hour on-call availability.

Response Form

REQUEST FOR PROPOSAL
RFP #21-0054
MEDICAL SERVICES – CORRECTIONS

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____
 DBA/SAME _____
 CONTACT _____
 ADDRESS _____ CITY/STATE _____ ZIP _____
 PHONE _____ FAX _____
 HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____
 WEBSITE ADDRESS _____ EMAIL _____
 NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____
 TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____
 Partnership _____ Other (Describe): _____
 BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____
 Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)
 _____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)
 _____ Native American (25) _____ Other (30) - Please specify _____
 Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)
 _____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55)
 _____ Asian Pacific-Woman Owned (60) _____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70)
 _____ Native American-Woman Owned (75) _____ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No
 INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp .

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. Exceptions to any part of this document should be clearly delineated and detailed.

Signature _____ Title _____

Print Name _____ Dated _____