

**MEDINA COUNTY SHERIFF'S OFFICE
REQUEST FOR SEALED PROPOSALS FOR JAIL MEDICAL SERVICES
PURSUANT TO RC SECTION 307.862**

The Board of Commissioners of Medina County, on behalf of the Medina County Sheriff's Office, is requesting sealed proposals pursuant to RC Section 307.862 from qualified Contractors to provide Inmate Medical Services at the Medina County Jail. The service will be for a two (2) year period beginning January 1, 2021 through December 31, 2022, with the County's option to renew for three (3) additional one-year extensions for a potential total not to exceed five years (2 years plus 3 annual extensions). The following time-line will be in effect for this Request for Proposal:

| <u>Action:</u> | <u>Date:</u> |
|---|---|
| Site Visits | Between September 28 th and October 9 th , 2020 |
| Sealed proposal due date | October 20, 2020 at 2:30 p.m. |
| Evaluation and Ranking of Proposals as Most Advantageous to the County | |
| Negotiation of Contract with Offeror of Proposal Ranked Most Advantageous | |
| Finalization of Signed Contract | November 3, 2020 |
| Projected start service date | January 1, 2021 |

Clearly identified sealed proposals (Original and 6 copies) shall be submitted in sealed envelopes marked, "2020-2022 JAIL MEDICAL SERVICES" to:

Medina County Commissioners Office
144 North Broadway St.
Medina, Ohio 44256
Attn: Amy Lyon-Galvin, P.E., Assistant County Administrator

Questions concerning proposals should be directed to:

Lieutenant Dean Lesak
Jail Administrator
Phone: 330-764-3620
FAX: 330-764-8113

All qualified Contractors shall schedule a tour of the Medina County Jail Facility. Site tours can be scheduled by contacting Lieutenant Lesak at 330-764-3620.

The Board of Commissioners of Medina County, on behalf of the Medina County Sheriff's Office, is requesting sealed proposals from qualified Contractors to provide Jail Medical Services at the Medina County Jail located at 555 Independence Drive, Medina, Ohio. The service will be for a two (2) year period beginning January 1, 2021 through December 31, 2022, with the County's option to renew for three (3) additional one-year extensions.

Medina County reserves the right to accept or reject any or all proposals; to waive any technicality or error in any Proposal or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Medina County.

Proposals will be evaluated based on the criteria set forth at the end of these specifications, and the proposals will be ranked according to which is most advantageous to the County based on said criteria. The County will negotiate with the Offeror of the proposal ranked most advantageous, and if the County is unable to agree on terms, the County will so notify that Offeror and attempt to negotiate a contract with the next ranked Offeror. In determining the ranking of the proposals, Medina County will consider the scope of the work involved, time of delivery, competency of vendor, Contractor's ability to render satisfactory service, and past performance.

MAILING INSTRUCTIONS

The Contractor is required to submit one original and six (6) copies of their proposal in a sealed envelope marked "**RFP 2020-2022 Jail Medical Services**" to Medina County Commissioners, 144 North Broadway St. Medina, Ohio 44256 Attn: Amy Lyon-Galvin, P.E., Assistant County Administrator. All proposals must be received by 2:30 p.m. (local time), October 20, 2020. Any proposals submitted after this date and time will be rejected. Contractors are responsible for ensuring that the above office receives the proposals before the deadline. No faxed or electronic proposals will be accepted.

Proposal packets must be clearly labeled with Contractor name, return address, proposal title, date and the name of the Contractor's primary contact for proposal questions.

Proposals shall be signed with name typed below signature_ Where Contractor is a corporation, Proposal must be signed with the legal name of the Corporation followed by the legal signature of an officer authorized to bind the Corporation to contract.

CONTRACTOR SUPPLIED INFORMATION

All vendor-supplied materials, including the Contractor's proposals, become the property of Medina County and will be subject to public disclosure under Ohio open records laws as public records after a contract is awarded or proposals are rejected with no re-bidding (see Ohio Revised Code Section 9.28).

COMPLIANCE WITH THE REQUEST FOR PROPOSAL

Proposals submitted must be in strict compliance with the Request for Proposal. Failure to comply with all provisions on the RFP may result in disqualification. The County reserves the right to reject any and all proposals or to waive minor defects or irregularities in the submittal. The County further reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP or otherwise request additional information from any and or all respondents. By submitting a qualification, the Contractor thereby agrees that the County's decision concerning any submittal in any respect is final, binding and conclusive upon it for all purposes, and acknowledges that the County in its sole and unqualified discretion may waive or deviate from the procedures and/or time table outlined.

MINIMUM BID SUBMITTAL REQUIREMENTS

Minimum requirements for submission include the following. However, Contractor may be required to furnish additional information to Medina County demonstrating that they have sufficient means, expertise, financial ability, and experience in the types of work proposed to assure completion of the Contract in a satisfactory manner:

1. Contractor Name, Address, Telephone Number, Fax Number and Primary Contact Person.
2. Information as to whether the Contractor is a corporation, a partnership, or a sole proprietor, or any other legal entity. If Contractor is a corporation, the State under which incorporated shall be identified. If the Contractor is a partnership, the names of all partners shall be provided. A sole proprietor doing business under a trade name shall provide the name of the sole proprietor and the trade name.
3. Brief history of the Contractor, including date when the Contractor began providing medical services in a correctional facility, specific correctional facility experience, number of employees, and the names of contacts and telephone number of references who may be called.
4. Full disclosure of all lawsuits and claims filed against the Contractor in the past 24 calendar months.
5. Identification and resumes of key personnel to be assigned and to actually provide services under contract with the County. All project personnel assigned by the Contractor will be required to undergo a criminal history background check to be performed by the Medina County Sheriff's Office and must be approved by the Sheriff to work in the facility.
6. Complete staffing/organizational chart and a detailed explanation of how health services for inmates at the Medina County Jail Facility will be delivered.
7. Information regarding Contractor's: a) employee recruitment practices; b) staff licensing and certification requirements; c) staff training and orientation.
8. Policies and procedures for handling inmate complaints regarding medical services care delivery system.
9. Descriptive statement regarding method by which each on-site and off-site services shall be provided.
10. Statement regarding Contractor's program support services in the following areas, as applicable: a) peer review; b) quality assurance; c) cost containment; d) management information systems.
11. Completion of the Proposal Form(s), including the requested optional staffing proposal, if available.
12. Provide a certification specifying that the submitted proposal will remain valid from the proposal submission date for a period of 120 days.
13. Provide an estimate of the increased per diem inmate charges for services, should the inmate population exceed the current capacity of 220 beds.

REQUESTED SCOPE OF SERVICES

The objective of this Request for Proposal is to identify and select the most competitive and qualified firm, individual, partnership or corporation capable of providing comprehensive correctional medical services for Medina County Jail inmates. From this selection process it is anticipated that the County and the selected party will enter into a two-year contract commencing on January 1, 2021, with the County's option to renew for three additional one-year extensions for a potential total not to exceed five years (2 years plus 3 annual extensions).

The successful Contractor will have to be able to provide comprehensive medical services for inmates and others customarily requiring services in the Medina County Jail. The current average daily inmate population for year 2019 was 252.97. The full capacity of the Medina County Jail is 256 inmates. For detailed information on the average inmate population during the past 4 years see the statistics section at the end of these specifications. The successful contractor shall competently perform the following:

1. Deliver high quality medical services to the Medina County Jail inmates that can be audited against established standards of National Commission on Correctional Healthcare (NCCHC) and the American Correctional Association (ACA).
2. Maintain standards in accordance with Sections 5120-1-5-09 and 5120:1-8-09 of the Ohio Administrative Code and the Jail Standards for Ohio as established by the Ohio Department of Rehabilitation and Corrections for inmate medical services.
3. Provide on a daily basis, or as deemed necessary: professional medical, dental, pharmaceutical, and administrative services for the inmates.
4. Provide mental health services, limited to those requiring a psychiatrist. These services shall include a program for preliminary physical of inmates within four hours of their arrival at the jail, and a prompt and comprehensive health evaluation of any inmate deemed necessary by Contractor personnel or County personnel.
5. Provide evidence collection on the behalf of the Sheriff's Office, such as operating while under the influence of intoxicants (OWI) blood draws.
6. Provide Hepatitis B vaccines for County staff. Contractor will also provide TB testing for staff and inmates.
7. Provide regularly scheduled sick call, nursing coverage, regular physician visits on site, as well as 24 hour a day on-call physician services.
8. Provide medical coordination or the direct provision of such services as hospitalization, medical specialty services, emergency medical care, pharmacy services, health education, and training services.
9. Provide for a quality assurance program, medical records management, administrative support services, and other services, all as more specifically described hereinafter.
10. To provide a Singular Medical Director to manage scope of health care services.
11. Operate the correctional medical services program 24 hours a day, 7 days a week, 365 days per year using Ohio licensed, certified and professionally trained medical personnel. The successful Contractor should provide staff covering 18 hours per day, 7 days per week, with the physician being available 24 hours per day 7 days per week.
12. Contract with a psychiatrist to coordinate with the County's mental health contractor for the continuation of the inmate's psychotropic medication. Contractor will arrange for the admission of any inmate who, in the opinion of the Medical Director, requires hospitalization. All outside medical procedures will be invoiced to the Medina County Sheriff's Office and will be processed through the inmate's personal health insurance or Medina County's medical insurance program should the inmate not have health insurance coverage.
13. Provide health services to a pregnant inmate but health care services provided to an infant following birth will not be the responsibility of Contractor.
14. Provide medical waste management services.
15. Operate the medical services program in a cost-effective manner with full reporting and accountability to the Medina County Jail Administration.
16. Implement specific medical policies and procedures as established by the Medina County Sheriff's Office (available upon request), and provide evaluation of the compliance with these policies and procedures to Medina County.
17. Offer a comprehensive program for continuing health care education for the jail correctional staff
18. Establish and maintain an open collaborative relationship with the administration and line staff of the Medina County Jail, related to the provision of medical services to inmates.
19. Maintain confidential, complete and accurate electronic records of care, and to collect and analyze medical statistics on a daily basis for generation of a monthly and annual report. Analysis should include information that will assist all parties in justifying current services and identify any potential need for enhanced medical services. These records of care will be the property of the Medina County Sheriff, and distributed monthly to the Jail Administration and the Medina County Finance Department. These records should be maintained at a minimum, for a period of eight (8) years, and the successful bidder must provide a means to easily retrieve and/or transfer the electronic medical record data for the Sheriff's Office should either the Contractor or County choose to terminate the contract.

20. To establish that the Contractor shall not release or deliver any of the electronic medical records generated as a result of contractual services to the public or to public or private officials without first obtaining prior written authorization from the Medina County Sheriff.
21. Provide statistical and management reporting systems required by the County.
22. Establish medical grievance procedures.
23. Provide copies of all employee evaluations annually to the County.
24. Provide consultation services of a dietician.
25. Provide doctor's orders reduced to writing.
26. Adhere to jail security procedures.
27. Submit to criminal background investigation of all medical staff.
28. Provide referrals of inmates to outside medical care when necessary. All outside services will be billed to the Medina County Sheriff's Office and submitted to the inmate's personal insurance if the inmate is covered by health insurance, or Medicaid, if available. If the inmate does not have health insurance, any outside service invoices will be adjusted to the Medicaid rate by Contractor and submitted to the Medina County Jail for payment. There will be no charges passed through to the County by Contractor for this referral service.
29. Provide specialty services (e.g. radiology services, laboratory services, etc.) on-site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on-site, Contractor will make appropriate off-site arrangements for the rendering of such care, within Medina County whenever possible. Contractor will provide pharmaceutical services for inmates held at the County jail. In addition, Contractor will be responsible for the verification of medication delivered to the jail for inmate use, distribution of medication to inmates, and preparation of medication packs for inmates held at the Medina County Jail. At the time of submittal, Contractor will submit a copy of their formulary for comparison.
30. Provide on-site emergency medical treatment to inmates and Jail staff as necessary and appropriate. In addition, Contractor will provide off-site emergency medical care for inmates, as required, through arrangements to be determined with local hospitals and medical providers. Contractor will provide ambulance services for emergency circumstances for inmates. Routine transfers will be the responsibility of the Medina County Sheriff's Office in regards to off-site non-emergency medical treatment.
31. Operate the medical services program in a humane manner with respect to the inmate's rights to basic medical services.
32. The awarded vendor shall meet, maintain, and operate within all standards that are in place with the following accreditation bodies: Ohio Jail Standards, American Correctional Association, National Commission on Correctional Health Care and Prison Rape Elimination Act.

RESPONSIBILITY TO INMATES/DETAINEES

Contractor's responsibility hereunder as to each individual inmate/detainee shall commence immediately upon the commitment of such person to the control of the Sheriff at the Jail.

ELECTIVE MEDICAL CARE

Contractor will not be responsible for the provision of elective medical care to inmates. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the Contractor's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. It should be noted that the successful Contractor shall be required to credit the Sheriff's Office for twice the actual cost of service hours not provided by any Contractor medical staff position from the initial date of non-service. Any Contractor medical staff positions not filled will constitute an immediate discount.

COUNTY RIGHT TO OBJECT TO CONTRACTOR PERSONNEL

The Medina County Sheriff reserves the right to object to the continued participation of any personnel employed by Contractor who, in the judgment of the Sheriff, is unable or unwilling to provide the agreed services, consistent with the professional standards expected of others working in the Medina County Jail. In the event the Sheriff objects in writing to the continued participation of any personnel employed by the contract medical services provider, stating the reasons for his objection, Contractor shall supply a qualified substitute to meet established guidelines, as mutually agreed upon by the Sheriff and the contract medical services provider.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

The Contractor to perform services for Medina County shall indemnify, hold harmless, and defend Medina County, the Medina County Sheriff’s Office, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of any agreement between the Contractor and Medina County where such liability is founded upon or grows out of the acts or omissions of any agents or employees of the Contractor. The Contractor further agrees that in order to protect itself and the County, it will at all times during the term of this agreement maintain the following coverage and limits:

| COVERAGE | LIMITS |
|---------------------------------|---|
| Medical Professional Liability | \$1,000,000 per loss 3,000,000 aggregate |
| Comprehensive General Liability | 1,000,000 per occurrence 3,000,000 aggregate |
| Workers Compensation | Statutory Coverage |

This insurance should name the Contractor, its employees, officers, agents and independent contractors within the coverage and limits stated above. Medina County shall be listed as an additional named insured. Said insurance coverage will provide that it will survive the termination of this agreement and will provide coverage at any date a claim is made against any of the insured whether or not any relationship exists between the County and Contractor. The Contractor and its subcontractors shall also maintain, at their expense, workers compensation for all employees in the statutory amounts.

The Contractor is required to deliver to the County certificates of insurance naming the County, Sheriff, and corrections staff of the Sheriff’s Office as additional insured parties for each of the above specified types of insurance. All the above specified types of insurance shall be obtained from companies that have at least a triple "A" rating in Best's Guide or the equivalent and are authorized to conduct business in the State of Ohio.

CONTRACT TERM

The contract period shall begin January 1, 2021 and end December 31, 2022, with County options to renew for three (3) additional one-year periods.

- Medina County may terminate the contract at any time if the service provider fails to carry out its responsibilities.
- Medina County shall provide sixty (60) days’ notice of inadequate service provision. Failure of provider to correct or remedy the condition(s) specified in the notice shall result in termination of the contract.
- Notwithstanding any other provisions of the contract, if the funds required for the continued fulfillment of this contract are not appropriated by the legislative authority of Medina County, the contract may be terminated by the County by providing not less than ninety (90) days written notice and documentation of the lack of funding.

COST PROPOSAL

The proposed pricing for services shall include the actual, fixed service cost for the first twelve-month term of the contract period, and a maximum service cost for the second twelve-month term of the contract. All fixed costs should be based upon servicing an average daily population of 251 inmates. A per diem cost must also be specified to allow for contract billing when the average daily population fluctuates. Contractor must state whether this per diem amount will allow for either an additional charge or a credit. Contractor shall also indicate if the proposed costs include any maximum allowances for services per inmate or per illness.

PROPOSAL OPTIONS/ALTERNATES

Medina County is accepting alternate proposals for on-site and on-call staffing by a medical director physician versus on-site and on-call staffing by either a nurse practitioner or physician's assistant to explore whether there are any cost savings from the alternate staffing models in providing comprehensive correctional medical services to jail inmates. Both proposals shall include additional healthcare personnel: registered nurse(s), licensed practical nurse, emergency medical technician(s), and services for inmates including medical, x-ray, TB testing, laboratory, ambulance, pharmaceuticals, physical therapy, medical supplies, and coordination of outside medical consultations such as OB/GYN and any other medical services that may be deemed necessary:

- **Proposal 1: On-site and on-call staffing by designated medical director physician**
- **Proposal 2: On-site and on-call staffing by either nurse practitioner or physician's assistant.**

If your service model does not facilitate an alternate proposal provide an explanation why. Also, provide an explanation of whether the alternate service delivery model would have an impact on the quality of service delivery.

EVALUATION OF PROPOSAL AND AWARD

Proposals submitted in response to this RFP will be evaluated based on criteria including, but not limited to the following:

- 1. General quality and adequacy of response – 20%**
 - Completeness and thoroughness
 - Understanding of the project
 - Responsiveness to terms and conditions
 - The listing of any exceptions or conditions detailed by the Contractor to the specifications as written
- 2. Technical approach — quality of package provided – 20%**
 - Approach to problem analysis
 - Clarity and organization in concept development
 - Quality and quantity of services to be rendered
- 3. Organization, personnel and experience – 20%**
 - Qualification of personnel
 - Experience of personnel
 - Experience of firm
- 4. Reasonableness of cost estimates – 40%**
 - Evidence of efficient use of resources
 - Cost per inmate per day
 - Unit cost for any such services as may be proposed by the Contractor that are not included in the cost per inmate per day calculation
 - Total costs
- 5. The Contractor must have the ability to begin the management of the Jail Medical Services on January 1, 2021.**

An evaluation committee consisting of Lieutenant Dean Lesak, the administrator of the Medina County Jail, Sheriff Miller, County Administrator Scott Miller, and Assistant County Administrator Amy Lyon-Galvin. The committee will rank the proposals based on the criteria set forth above, and upon ranking will negotiate with the highest ranked proposer. If the committee is able to negotiate a satisfactory agreement, the ranking and contract will be submitted to the Medina County Commissioners for final approval. Any agreement between the County and the successful Contractor shall be governed by the laws of the State of Ohio.

PATIENT STATISTICS

Currently the Medina County Sheriff's Office provides nursing staff 18 hours a day, 7 days a week, 365 days a year, with an on call contracted physician available 24 hours a day. The physician currently sees patients twice per week allowing sufficient time to attend to all scheduled inmates. Dental services are performed by a dentist contracted by the County to provide dental services, and sees patients twice per month allowing sufficient time to attend to all scheduled inmates. The County currently contracts with an outside organization for mental health and substance abuse counseling, and psychiatry services. The County plans to continue this contract, with the possible exception of the psychiatrist.

A review of jail inmate population statistics shows that the average daily population of the jail for the following years was: 2017 — 238 inmates; 2018 — 261 inmates; 2019 — 254 inmates; YTD as of July 31, 2020 — 146 inmates. The full capacity of the Medina County Jail is 256 inmates.

| Activity | 2017 | 2018 | 2019 | 2020 YTD through July 31, 2020 |
|----------------------------|-------------|-------------|-------------|---------------------------------------|
| Physician visits | 355 | 292 | 254 | 146 |
| Nurse sick calls | 5454 | 3790 | 1309 | 506 |
| Nurse follow ups | 10916 | 15022 | 1565 | 513 |
| Dental visits | 286 | 363 | 352 | 90 |
| Dental sick calls by nurse | 464 | 471 | 227 | 42 |
| 14 days assessments | 1750 | 1748 | 1674 | 569 |
| TB positive | 0 | 0 | 0 | 0 |
| HIV positive | 9 | 5 | 13 | 11 |
| Outside appointments | 94 | 54 | 66 | 24 |
| Emergency room visits | 100 | 63 | 65 | 30 |
| Lab | 309 | 324 | 485 | 169 |
| X-rays | 89 | 97 | 85 | 32 |
| Ultrasound | 8 | 15 | 10 | 18 |
| Physical therapy | 0 | 0 | 0 | 0 |
| Covid-19 positive | -- | -- | -- | 0 |

PROPOSAL FORM 1

| Cost Center | # of Staff | Hours of Coverage | Proposed Total Annual Cost | Additional Per Diem * |
|---|------------|-------------------|----------------------------|-----------------------|
| Staff Costs | | | | |
| Medical Director - Physician | | | | |
| Medical Staff | | | | |
| Registered Nurse | | | | |
| Licensed Practical Nurse | | | | |
| Emergency Medical Tech | | | | |
| Other Medical Costs | | | | |
| Other Medical Costs | | | | |
| Pharmaceuticals | | | | |
| Medical Pharmaceuticals | | | | |
| Psychotropic Pharmaceuticals | | | | |
| Laboratory Costs | | | | |
| Radiology Costs | | | | |
| Physical Therapy Costs | | | | |
| Medical Supplies | | | | |
| Other Miscellaneous Costs ** | | | | |
| Total Proposed Annual Costs | | | | |
| Estimated per diem cost per inmate | | | | |
| * cost per inmate in excess of an estimated average daily population of 251 inmates | | | | |
| ** Please provide a list of items or services included in miscellaneous medical costs total | | | | |

Please indicate if the proposed per diem amount considered both an additional charge and a credit based on positive or negative variances from an average daily population of 251 inmates:

Yes _____ No _____

PROPOSAL FORM 2

| Cost Center | # of Staff | Hours of Coverage | Proposed Total Annual Cost | Additional Per Diem * |
|---|------------|-------------------|----------------------------|-----------------------|
| Staff Costs | | | | |
| Medical Director — Physician's Assistant or Nurse Practitioner | | | | |
| Medical Staff | | | | |
| Registered Nurse | | | | |
| Licensed Practical Nurse | | | | |
| Emergency Medical Tech | | | | |
| Other Medical Costs | | | | |
| Other Medical Costs | | | | |
| Pharmaceuticals | | | | |
| Medical Pharmaceuticals | | | | |
| Psychotropic Pharmaceuticals | | | | |
| Laboratory Costs | | | | |
| Radiology Costs | | | | |
| Physical Therapy Costs | | | | |
| Medical Supplies | | | | |
| Other Miscellaneous Costs ** | | | | |
| Total Proposed Annual Costs | | | | |
| Estimated per diem cost per inmate | | | | |
| * cost per inmate in excess of an estimated average daily population of 251 inmates | | | | |
| ** Please provide a list of items or services included in miscellaneous medical costs total | | | | |

Please indicate if the proposed per diem amount considered both an additional charge and a credit based on positive or negative variances from an average daily population of 251 inmates:

Yes _____ No _____