



**CITY OF ROANOKE, VIRGINIA**

**REQUEST FOR PROPOSAL**  
Professional Services

**FOR**

**INMATE HEALTHCARE SERVICES**

**RFP NUMBER 15-06-02**

**OPENING DATE: JUNE 22, 2015**

**OPENING TIME 2:00 P.M.**

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division located in the Noel C. Taylor Municipal Building, 215 Church Avenue, SW, Room 202, Roanoke, VA 24011. This document may be viewed and/or downloaded from the City of Roanoke Purchasing Division's Vendor Self Service website at <https://vss.roanokeva.gov> or from the Purchasing Division's website at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing). If you have any problems accessing the documents, you may contact Purchasing at (540) 853-2871 or [purchasing@roanokeva.gov](mailto:purchasing@roanokeva.gov).

**THIS PUBLIC BODY DOES NOT DISCRIMINATE  
AGAINST FAITH-BASED ORGANIZATIONS**

**DATE of RFP: May 18, 2015**

REQUEST FOR PROPOSAL (RFP)

RFP No. 15-06-02  
Issue Date: May 18, 2015  
Commodity Code: 20967, 94874, 94828, 94864, 96465, 94874, 94878

Title: Inmate Healthcare Services

Issued By: **City of Roanoke**  
**Purchasing Division**  
**Noel C. Taylor Municipal Building**  
**215 Church Ave., SW, Room 202**  
**Roanoke, VA 24011-1517**  
**Phone (540) 853-2871**  
**FAX (540) 853-1513**  
**Email: monica.cole@roanokeva.gov**

Sealed proposals will be received on or before 2:00 P.M., June 22, 2015, for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 5:00 p.m., on June 10, 2015. If necessary, an addendum will be issued in the form of a facsimile and posted to the City website at www.roanokeva.gov/purchasing Current Bid/RFP Requests and on the City of Roanoke Purchasing Division's Vendor Self Service website at https://vss.roanokeva.gov.

If proposals are mailed, send directly to the Purchasing Division at the address listed above. If hand delivered, deliver to Purchasing Division at Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The City reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal, except as provided in the RFP.

Legal Name and Address of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
(Signature in Ink)

\_\_\_\_\_ Name: \_\_\_\_\_  
(Please Print)

\_\_\_\_\_ Zip: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_ Business License# \_\_\_\_\_

Virginia State Corporation Commission Identification Number: \_\_\_\_\_

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CITY OF ROANOKE, VIRGINIA  
REQUEST FOR PROPOSAL

FOR

**INMATE HEALTHCARE SERVICES  
RFP NUMBER 15-06-02**

**INTRODUCTION**

The City of Roanoke, Virginia, is seeking proposals and qualifications from Offerors to provide healthcare services for the Roanoke City Jail, in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 853-2871. This document may be viewed and/or downloaded from the City of Roanoke Purchasing Division's Vendor Self Service website at <https://vss.roanokeva.gov> or from the Purchasing Division's website at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing). If you have any problems accessing the documents, you may contact Purchasing at (540) 853-2871 or [purchasing@roanokeva.gov](mailto:purchasing@roanokeva.gov).

Mandatory pre-proposal conferences will be held at 10:00a.m. on May 27, 2015, and 9:00a.m. on June 1, 2015, in the Purchasing Conference Room, City of Roanoke, Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 203, Roanoke, VA 24011. Offerors are required to attend at least one of the pre-proposal meetings. Failure to do so will result in the City's inability to consider Offeror's proposal.

**Offeror must provide services utilizing healthcare professionals licensed to practice medicine in the Commonwealth of Virginia, for each discipline required in the RFP.**

**Offeror should have and demonstrate in its proposal at least ten (10) years previous experience, with proven effectiveness, in administering correctional health care services at local jail facilities with populations exceeding 500 inmates.**

**Offeror should have and demonstrate in its proposal experience in attaining and maintaining National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) accreditation in jail facilities currently under contract with the Offeror.**

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. June 22, 2015, in the Purchasing Division, City of Roanoke, Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA 24011. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) original, marked as such and four (4), marked as such, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. The notation "**Inmate Healthcare Services, RFP No. 15-06-02**" and the specified opening time and date must be clearly marked on the front of that sealed envelope or package.

The City of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The City of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Project evaluation and award will be accomplished in accordance with this RFP and Sections 23.2-1, et seq., of the Code of the City of Roanoke, Virginia. If an award of a contract is made, notification of such award will be posted for public review in the lobby on the second floor of the Noel C. Taylor Municipal Building, 215 Church Ave., SW, Roanoke, VA 24011.

No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal.

Inquires regarding this RFP should be directed to Monica Cole, at (540) 853-5268, or [monica.cole@roanokeva.gov](mailto:monica.cole@roanokeva.gov). Inquires for information regarding procurement procedures and/or proposal submission shall be directed to the Purchasing Manager at (540) 853-2871.

This RFP consists of this Introduction, nine (9) numbered sections, and the attachments hereto.

**If you download this RFP from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City. Contact Purchasing by phone at (540) 853-2871, by fax at (540) 8531-1513, or by email at [purchasing@roanokeva.gov](mailto:purchasing@roanokeva.gov).**

Respectfully,

Monica Cole  
Senior Buyer

Date: May 18, 2015

City of Roanoke, Virginia  
Request for Proposal No. 15-06-02  
INMATE HEALTHCARE SERVICES

**SECTION 1. PURPOSE.**

The purpose of this Request for Proposal (RFP) is the procurement of healthcare services for inmates at the Roanoke City Jail consistent with the terms and conditions herein set forth. The City desires to meet the following objectives by and through the RFP:

To deliver high quality medical, mental health, and dental care services that can be audited against established local and national standards.

To operate the health services program at full staffing and to use only licensed, certified and professionally trained personnel.

To operate the health services program in a cost-effective manner with full reporting and accountability to the Roanoke City Jail.

To implement an annual written health care plan with clear objectives, site-specific policies and procedures, and annual formal evaluation of compliance.

To maintain an open collaborative relationship with the administration and staff of the Roanoke City Jail.

To maintain standards established by the Virginia Board of Corrections, the American Correctional Association (ACA), and the National Commission on Correctional Health Care (NCCHC).

To offer a comprehensive program for continuing staff education at the Roanoke City Jail to include health care and security personnel.

To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis. The health statistics will meet, at a minimum, reporting requirements of the ACA Performance Based Standards for Adult Local Detention Facilities 4<sup>th</sup> Edition and the National Commission on Correctional Health Care.

To operate the health services program in a humane manner with respect to the inmates' right to basic health care services.

To protect the Roanoke City Jail and its officers, agents and employees of each liability and defense, as to any claim, suit or cause of action arising out of the Offeror's performance of the requested services.

To create an independent contractor relationship pursuant to a contract wherein Offeror has the ability to determine the equipment and supplies needed to perform the requested services and authority over the method of performing such services and obligations of the contract. Final scope of services will be negotiated with the successful Offeror.

## **SECTION 2. BACKGROUND.**

The Roanoke City Jail is a nationally accredited facility holding accreditations from the American Correctional Association and the National Commission on Correctional Health Care. The Roanoke City Jail opened in 1979. It is podular in design and currently has 333 cells and 831 beds distributed throughout four floors. It houses minimum, medium and maximum security inmates which include local, state and federal inmates.

The Jail Annex was opened in 1996 to relieve overcrowding. This added an additional 68 cells (1 dormitory) and 361 beds. The annex is connected to the main jail by hallways on the first and second floors. The annex is also a basic podular design concept excluding the segregation unit and the dormitory.

The average daily population is approximately 650 inmates. Approximately 27 inmates are booked into the facility daily. Initial receiving screenings are currently conducted by health-trained security personnel.

Contracted health care services have been provided to the inmates since 1995. Prior to that, health care services were provided by the Sheriff's Office staff. On-site medical facilities include a four bed medical observation unit, pharmacy, two exam rooms, dental office and offices for the health services administrator, jail physician and mental health counselor.

## **SECTION 3. INSTRUCTIONS TO OFFERORS.**

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact the Purchasing Manager at (540) 853-2871.
- B. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the City of Roanoke, which may also be considered.

1. Organizational structure of firm and qualifications of management personnel.

Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP.

3. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP.

4. Experience in providing the services and/or items requested by this RFP.  
**Offeror should have and demonstrate in its proposal at least ten (10) years previous experience, with proven effectiveness, in administering correctional health care services at local jail facilities with populations exceeding 500 inmates.**

**Offeror should have and demonstrate in its proposal experience in attaining and maintaining National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) accreditation in jail facilities currently under contract with the Offeror.**

**Offeror must provide services utilizing healthcare professionals licensed to practice medicine in the Commonwealth of Virginia, for each discipline required in the RFP.**

5. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
  6. The character, integrity, reputation, judgment, experience, efficiency, and effectiveness of the Offeror.
  7. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
  8. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services.
  9. The conditions, if any, of the proposal.
- C. Each Offeror shall provide:
- (1) The names, addresses, and telephone numbers of at least three (5) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar in inmate population to those being requested in this RFP by the City. Each reference should include organizational name, official address, contact person, title of contact, and phone number.
  - (2) List of all facilities where Offeror provides health care services to ACA or NCCHC accredited agencies.
- D. The proposal should be no more than 200 sheets (printing on back and front is acceptable) in length. Also include any other materials you may want to submit as part of your proposal response.
- E. Responses to this RFP must be in the prescribed format.

### Proposal Package

#### **A. Technical Proposal**

Offeror's proposal must address and include in its proposal each item listed below:

##### **1. Introduction**

###### **a) Company Profile**

- 1) For any vendor to qualify to submit a proposal in response to this RFP, the company must be able to demonstrate that it has an understanding of the environment and expectations required to

provide quality healthcare in a correctional environment. If a company has experience with jail facilities, prisons, or prison reception centers, particularly of a similar size and composition, this must be noted. Vendors submitting proposals must document their experience in obtaining accreditation through the NCCHC, ACA, or applicable state accreditation agencies.

- 2) Date organized to provide health care services in correctional facilities.

**2. On-Site and Off-site Services;**

- a) Briefly state how on-site and off-site health care Services will be provided. The Offeror must demonstrate an understanding of each task. Each task should be identified along with an explanation of how the Offeror plans to approach the task. A restatement of tasks taken from the "Scope of Work" section of this RFP will not be considered responsive.
- b) Briefly explain specifically how you plan to maintain compliance with the American Correctional Association, National Commission on Correctional Healthcare, Virginia Board of Corrections and the Prison Rape Elimination Act. Also, include a statement explaining where in the organizational structure key accreditation accountability will be placed.

3. All proposals must contain a full and complete staffing and organizational chart and explain how medical care for inmates at the Roanoke City Jail will be delivered.

4. **Personnel Services;** In this section, the Offeror should discuss the following topics:

Provide a comprehensive plan to employ staff including employee benefits (vacation, retirement, sick leave, seniority, etc.)

Recruitment practices

Equal employment opportunities

License/certification requirements

Staff training and personnel development

Orientation of new personnel

Continuing education

In-service training

Included in this Section should be a description of recruiting capabilities, experience in recruitment in jail sites, and ability to respond to acute recruitment needs prior to the start of the contract. Demonstrate historical experience in maintaining a high level of staffing positions filled in a correctional contract.

**5. Program Support Service:** In addition to providing on-site services, off-site services and personnel services, the Offeror will also be expected to provide professional management services to support the medical program at the Roanoke City Jail. These additional program support services are as follows:

**Medical Audit Committee:** The proposal shall indicate the method to be used in instituting and maintaining a Medical Audit Committee (MAC). The committee shall be responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the medical program at the Roanoke City Jail. The objectives of the committee are to assure that quality health care services are available to all inmates. The Offeror shall identify the membership of the committee and how often the committee will meet. This committee may also participate in the Quality Assurance and Internal Review Program.

#### **Quality Assurance and Internal Review Program:**

- 1) Quality Improvement Plan - The Successful Offeror shall establish a comprehensive quality improvement program on-site to evaluate and review quality, timeliness and appropriateness of the care provided to the inmate population, with a committee meeting monthly. Results shall be shared on at least a quarterly basis with the Sheriff and Chief Deputy, and an annual summary prepared and presented. Efforts shall include all on-site disciplines. The quality improvement activity shall be comprehensive with consideration to risk management and litigation, inmate complaints and grievances, policy and procedure review, statistical utilization reporting, safety and sanitation issues, infection control seclusion and restraint data, etc.
- 2) Plan Components - The Successful Offeror shall develop a quality improvement plan within 90 days of start-up and this plan shall be specific to the Roanoke City Jail. This plan must be approved by the Sheriff or his designee. The Medical Director shall serve as the Chair of the quality improvement committee and the committee shall be multidisciplinary to include nursing, dental, mental health and any other on-site services as well as representatives designated by the Sheriff. On-site and off-site aspects of care such as emergency room use, outpatient specialty services and inpatient hospitalization shall be studied in the quality improvement process through the development of

indicators. In addition to the inclusion of all disciplines, the Successful Offeror shall be responsible to ensure an on-going review of the various relevant aspects of care for the jail facilities including but not limited to intake nursing, intake mental health, sick call, medication management, special housing, mental health housing and special needs services, ancillary services such as lab, x-ray and dialysis, and all sentinel events such as patient deaths, suicides, serious suicide attempts, disasters or 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 also be a part of the quality improvement initiative. Patient satisfaction surveys should be completed at least four times per year, one each quarter, on a relevant topic of importance to the inmate population. The quality improvement committee shall evaluate inmate complaints, grievances, family inquiries and legal inquiries on a routine basis. This process must include a face-to-face component for dispute resolution with the inmate population as appropriate to the complaint. Other aspects of care may be shared in writing, i.e. answers to questions regarding follow-up care, prosthetics, etc. While one or more individuals may be designated as responsible for the overall quality improvement initiative, efforts shall include line-level staff from various shifts and disciplines to ensure participation and buy-in throughout the health and mental health services operation. All Successful Offeror staff and independent contractors and subcontractors shall receive orientation to the quality improvement process and annual training review.

- 3) While the quality improvement process may include retrospective chart audits for presence/absence of essential documentation as well as completeness of documentation, the committee efforts 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.
- 4) Peer Review and Supervision – It is the City’s expectation that upon entering into a Contract with the Successful Offeror, professional supervision shall be included as an aspect of care for the quality improvement program. The Medical Director shall receive peer review by a designated physician from the parent company on a twice-yearly basis and shall provide that same peer review for the staff physician(s) two times per year. The information to be gathered and the format of that documentation shall be provided to the Sheriff; however, the peer review documents themselves, specific to the individual, are to remain a confidential component of the quality improvement process. The Medical Director and staff physician(s) shall be responsible to review

the documentation of the mid-level providers on a quarterly basis to include representative charts from intake, physical exams, sick call, chronic disease management, and infirmary care. The Director of Mental Health shall be responsible to review the documentation of the Mental Health Workers on a quarterly basis to review representative charts for intake, crisis intervention, suicide prevention, treatment planning, housing and special needs management and aftercare planning. The Director of Nursing shall be responsible to review the documentation of nursing and paraprofessional personnel used to assist nursing. Review shall include medication and pharmacy documentation, sick call, wellness rounds and screening, or other relevant work components for nursing staff. The comprehensive quality improvement policy and procedure shall describe the supervision aspects fully and in detail and shall be subject to approval by the Sheriff.

**6. Cost Containment Program;** In its proposal, Offeror shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism by which cost savings will be achieved, and evidence of the success of such a program at other contract sites.

**7. Limitation on Catastrophic Medical Services;** The Offeror shall propose a limitation on Catastrophic Medical Services with a minimum provider Cost Cap of \$200,000.00 per year. The proposed aggregate shall include but is not limited to the following: hospitalizations, medically necessary outside medical services, cost of non-formulary medications, ambulance transports and etc. Any monies remaining in the CAP at the end of the contract year shall be rolled into the next contract year. In the event of dissolution of the medical contract, all monies left in the CAP shall be returned to the jail within 90 days of the end of the contract.

**8. Complaint Procedures;** In its proposal, the Offeror shall specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system and in accordance with the Policies and Procedures of the Roanoke City Jail (policy and procedure manual).

**9. Policies and Procedures;** The proposal shall indicate that policies and procedures will be site specific and the method the Offeror will follow in establishing and revising health care policies and procedures.

**10. Communicable Disease and Infection Control Plan;** The proposal should indicate the method used to implement and maintain an infection control team. The team should be multidisciplinary and include clinical, security, and administrative representatives that meet at least quarterly to review and discuss communicable disease and infection control activities.

**11. External Peer Review;** The Offeror shall indicate its plan for implementing and maintaining an external peer review program that assures and validates the competence of the medical providers.

**12. Strategic Planning and Consultation;** The Offeror shall indicate its capability for strategic operational planning and medical and administrative consultation.

**13. Emergency Plan;** The Successful Offeror shall ensure that a current and up-to-date emergency plan, specific to the Roanoke City Jail be developed and implemented 30 days prior to 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 Roanoke City Jail, 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 Services, hospital, ambulance and other notification for participation.

- F. The City may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- G. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- H. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- I. Only the City will make news releases pertaining to this RFP or the proposed award of a Contract.
- J. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State

Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).

- K. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response. Additionally, each Offeror shall submit a listing of all legal claims closed and pending relating to inmate health services, problems or disputes over the firm's performance on contracts or projects held during the last ten (10) 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. Firms must provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to the prime vendor. The vendor must also specifically disclose any jails, prisons, counties or states operating a jail or prison that the vendor has sued. Failure to disclose such terminations may be grounds for the city of Roanoke to reject the proposal and eliminate it from further consideration.

#### **SECTION 4. MISCELLANEOUS.**

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.

- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. The City Purchasing Division or its designee will issue Addenda. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City.**
- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The City may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The City reserves the right to reject any proposal if the Offeror fails to satisfy the City that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the City of Roanoke to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.
- I. The successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including costs thereof.

- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- N. Insurance Requirements:  
Successful Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have.

## **SECTION 5. PROTESTS.**

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

## **SECTION 6. SERVICES AND/OR ITEMS REQUIRED.**

**A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the City under this RFP are those that are set forth in this RFP, below, referred to in any way in the sample contract, in any terms and conditions, and/or in any attachments to this RFP.**

**Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this RFP is subject to negotiations with the successful Offeror, and final approval by the City.**

## SERVICES REQUIRED AND SCOPE OF WORK TO BE PERFORMED BY THE SUCCESSFUL OFFEROR:

The Roanoke City Jail is soliciting a competitive Request for Proposal (RFP) to retain the professional services of a Contractor to provide comprehensive healthcare services to the inmate population. In this RFP, this Contractor may be referred to as a Vendor or Provider, depending upon the context.

The proposed health services program includes: management, medical services/physicians, nursing, mental health, dental, pharmacy, medical records, lab, x-ray, on-site routine and specialty services, and medical/dental/office supplies and services in accordance with the local, state, and federal Requirements as well as the minimum standards of the Virginia Department of Corrections, ACA, NCCHC and The Prison Rape Elimination Act. Offerors may also submit alternative proposals that enhance the current level of program services by including off-site outpatient specialty and diagnostic services, dialysis, hospitalization, and other comprehensive services.

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

### **A. EXCLUSIONS**

#### 1. Service Exclusions

- a) This RFP does not include services as identified immediately below; thus, the vendor is not obligated to provide these services to the inmate population of the Roanoke City Jail:
- Surgery for purely cosmetic or aesthetic purposes (this is not intended to exclude necessary reconstructive surgery).
  - Treatment or surgery for gender identity disorder or sex change.
  - Elective surgical sterilization
  - Care, treatment or surgery determined to be experimental in accordance with accepted medical standards and managed care guidelines.
  - Neonatal or newborn care (this is not intended to exclude prenatal and obstetric care).

#### 2. Inmate Exclusions

The following inmates are considered as covered under this RFP:

Inmates within the physical custody of the Roanoke City Jail within the confines of the Jail. This includes inmates of the Virginia Department of Corrections, inmates housed from other city or county jails or other state prison systems, federal detainees or inmates, or probation/parole violators. Any external reimbursement for off-site services for these individuals' care, or for

pharmaceuticals, shall revert to the Roanoke City Jail in payment or reduction of billing. Any third party reimbursement funds received by the vendor as a result of submission for off-site inmate health care must be provided to the Roanoke City Jail in payment or reduction of billing.

## **B. REPORTS**

### **THE SUCCESSFUL OFFEROR SHALL BE EXPECTED TO PROVIDE THE FOLLOWING REPORTING.**

The Offeror shall provide the Sheriff and Chief Deputy with periodic reports delineating utilization statistics on a monthly basis, with year to date information and an annual summary. Time reports indicating hours worked, benefit hours paid, and hours contracted with the resultant variance (if any) as identified in the staffing table shall also be submitted by position/discipline, date and shift on a monthly and annual basis. Any hours worked by agency or temporary personnel shall be identified by position title, date and hours worked, and the name of the individual. A monthly vacancy report shall be submitted to the Sheriff 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 Offeror shall identify the actual dollars paid out to subcontractors. With the monthly statistical report, the Offeror shall submit information regarding any lawsuits filed during the previous month with the name of the inmate, the reason for the suit, the individuals named, and the date filed. The Offeror shall prepare and submit reports according to the needs identified by the Sheriff, with the information content and expected frequency of submission approved in advance with the Sheriff. As part of their proposals, Vendors should describe in detail their 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. CorEMR is the current electronic medical records vendor and the system of choice by the Roanoke City Jail.

## **C. OWNERSHIP OF DATA**

All data shall be maintained in accordance with HIPPA regulations.

1. Upon termination or expiration of the contract agreement, it is understood that all completed or partially completed data, records, computations, survey information, and all other material that Offeror has collected or prepared in carrying out the contract shall be provided to and become the exclusive property

of the Roanoke City Jail, unless or until such time as any of the above materials become public domain. Therefore, any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by the Offeror under this agreement shall not be made available to any individual or organization by Offeror without the prior written authorization of the Sheriff

2. 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 Offeror. 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 Sheriff of the materials specifically and of the dissemination in general.
3. Audit and Inspection of Records – The Offeror shall permit the authorized representatives of the Roanoke City Jail, to inspect and audit all data and records of the Offeror related to carrying out this contract for a period of up to five (5) years after completion of the contract.
4. Media Releases and Contact – The Offeror’s staff, independent contractors and subcontracts shall be restricted from releasing any information about the contract or events occurring within the Roanoke City jail Facility to a public forum or to the media without the authorization of the Sheriff and coordinated through the parties’ public information representatives.

**D. POLICIES AND PROCEDURES**

i. Development and Review

1. The Offeror shall ensure that comprehensive and thorough policies and procedures exist for all aspects of the health care delivery system. These policies and procedures must be approved by the Health Service Administrator and Medical Director for the Offeror and by the Sheriff or a designee. 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 of the Department of Corrections, as well as, with professional standards of the NCCHC and ACA. Each policy and procedure shall cross-reference the DOC, ACA, and NCCHC standards applicable for ease of reference. All health services forms shall be cross-referenced to the applicable policy.

ii. Site Specificity

1. The Offeror shall ensure that policies and procedures as well as related health record forms are specific to the Roanoke City Jail prior to start-up of this contract to correspond to each and every requirement of the DOC, NCCHC, and ACA. 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 thoroughly oriented to all health-related policies and procedures. 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.

iii. Remain City of Roanoke Property

1. All policies and procedures, protocols, manuals (such as quality improvement, infirmary, nursing, forms, etc.) shall remain the property of Sheriff at the termination of this contract and shall be available to the Sheriff at all times during the contract term and at termination, upon request, on CD-ROM in Microsoft Word or other agreed upon format. The disk shall be maintained as current at all times and the Contractor shall ensure that all policy and procedure manuals are current with the latest version of the required documents.

**E. OPEN COMMUNICATION**

The Successful Offeror shall ensure timely and accurate communication with jail staff regarding any inmate with special needs and the impact of those special conditions on admission to the jail, housing and placement, work/school/program assignments, disciplinary actions, transfers among the facilities and release/aftercare planning. Special needs inmates include those individuals with communicable diseases, chronic debilitating illnesses, the physically handicapped, mentally handicapped and developmentally disabled, frail elderly inmates, mentally ill inmates and pregnant inmates. The Successful Offeror 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 health assessment. Transfer to another jurisdiction shall require the completion of a transfer summary by the health care staff to ensure continuity of care and sharing of information.

**F. CASE CONFERENCES**

Inmates identified as special needs will be discussed, at a minimum, at the weekly staff meeting 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 either the Successful Offeror or Jail Administration as they see fit and the case review shall be scheduled within three business days. Jail Administration may designate security staff, program staff or other county employees to participate. The Successful Offeror shall cooperate and chair such special needs case conferences.

## **G. BIOHAZARDOUS WASTE**

- i. The Successful Offeror shall provide all biohazardous 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 biohazardous waste with the storage area to be locked and the disposal frequent enough to minimize the need for storage capacity. The Successful Offeror shall establish and maintain an agreement for biohazardous waste disposal and ensure timely pick-up of wastes. All fees related to this agreement will be the responsibility of the Successful Offeror.

- H. The Successful Offeror shall establish guidelines and protocols for the prevention, identification and treatment of ectoparasites such as pediculosis and scabies. Procedures shall describe the process for treatment of the individual, other individuals exposed, and all clothing and bedding. Intake screening shall include inquiry and observation regarding the potential presence of ectoparasites and treatment shall be individualized to each inmate infected.

## **I. PROFESSIONAL REQUIREMENTS**

- i. The Successful Offeror shall ensure that 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, 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). Successful Offeror shall ensure that the National Practitioner Data Bank is checked for each physician candidate and that the Virginia-licensing agency has no findings or censure against the individual. Credentials files shall be completed prior to date of hire or contract. These files are subject to review and inspection by the Sheriff upon request and become the property of the Roanoke City Jail upon contract termination.
- ii. Physician Qualifications - The Medical Director and Chief Psychiatrist shall be board certified or board eligible. Staff physicians and psychiatrists shall be board eligible or at least have completed an approved residency program. Physicians contracted to provide on-site specialty and subspecialty services shall be board certified in their respective areas of expertise or must obtain a waiver of this requirement by the Medical Director to the Sheriff or his designee.
- iii. Formal Complaints - Any complaints against an individual license shall be reported immediately to the Sheriff. 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 that the Medical Director has staff privileges in at least one local hospital in the Roanoke Valley.

**I. 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.

**J. CONTINUING EDUCATION FOR QUALIFIED HEALTH SERVICE PERSONNEL**

**A. Jail Orientation**

The Successful Offeror shall ensure that all health and mental health service professionals attend the Roanoke City Jail orientation program as required by the Jail. This orientation is designed to provide a basic familiarization with aspects of security unique to the correctional environment such as fraternization, tool control, key control, sharps management, controlled medication management, "games criminals play," Prison Rape Elimination Act and etc.

**B. Continuing Education Units**

The Successful Offeror shall provide continuing education activities, on-site to the extent feasible, to meet the hours per year staff development requirement. 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 Sheriff will recognize training hours required by the contract and appropriate to the work environment and discipline as time worked.

**C. 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.

**D. Training Database**

The Successful Offeror 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 Successful Offeror as current and provide a monthly report to the Sheriff or his designee regarding the status of training hours for all contract

staff. All Successful Offeror employees shall undergo and maintain all required PREA training mandated by the Sheriff.

#### E. Reference Library

The Successful Offeror shall provide a reference library on-site at the Roanoke City Jail with sufficient reference materials for both health and mental health professionals. At least five (5) or more common reference books shall be included and a variety of other periodicals or publications. The Successful Offeror shall develop a list of reference materials and submit it to the Sheriff for approval. This reference material shall also include professional standards of the NCCHC, ACA, as well as facility-specific policies and procedures. This library area shall be accessible to all health and mental health staff on all shifts and shall include the minutes of all health-related meetings so that all staff shall have access. Quality improvement documents shall be included as well for ease of staff access (unless certain confidential materials contained prohibit such open placement).

#### F. Training for Correctional Officers

1. The Successful Offeror shall participate with the Roanoke City Jail in the provision of required training for security/custody staff. The Sheriff is responsible to define the number of hours of training and the frequency; however, the Successful Offeror shall provide certain elements of the health-related training not already provided through the Roanoke City Jail's Training Section.
2. Health-related training for custody staff shall minimally include first aid and CPR (with the AED component included), suicide prevention, signs and symptoms of mental illness, chemical dependency/detoxification, acute and chronic illnesses and infectious diseases such as HIV, Hepatitis B and C and Tuberculosis, excited delirium.

#### **K. INMATE WORKERS**

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

#### **L. PHARMACY SERVICE**

The Successful Offeror shall ensure the availability of pharmacy services sufficient to meet the needs of the inmate populations assigned to the facility. At

present, an off-site vendor sub-contracted by the jail's health services provider supplies medications shipped to the Roanoke City Jail on a daily basis. Vendors submitting proposals pursuant to this RFP should include their plan for providing pharmaceuticals and medical supplies (such as disposable needles, bandages and etc.) to the Roanoke City Jail 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 Successful Offeror shall comply with all applicable state and federal laws, rules, regulations and guidelines regarding the management of pharmacy operations.

## **M. PHARMACY CONSULTANT AND INSPECTIONS**

A. A consultant pharmacist paid for by the Successful Offeror 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 Roanoke City Jail. The inspection shall cover other aspects of pharmaceutical management such as storage conditions, security, disposal practices, return of unused medications and documentation of inventory management for stock medications, psychotropic's 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 Successful Offeror 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 and to the Sheriff and Chief Deputy. The Successful Offeror shall ensure timely follow-up and resolution of all outstanding pharmacy management issues as a high priority.

### **B. OTC Stock**

The Successful Offeror shall establish a stock supply of commonly utilized medications (OTC and Emergency STAT boxes) for administration to inmates 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 Sheriff (and the state pharmacy board as required). Volume shall be monitored closely to ensure that no medications are being diverted.

### **C. Formulary**

1. The Successful Offeror shall establish a formulary of drugs for use within the facilities. This formulary must meet with the approval of the Sheriff 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 Successful Offeror shall submit a draft formulary with their proposal. Once agreed upon, the formulary shall remain unchanged unless the Successful Offeror and the Sheriff both agree to changes.
2. 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 inmate population. Again, a non-formulary process shall be established for any such request for an OTC product not identified as formulary.

#### D. Pharmacy and Therapeutics Committee

The Successful Offeror 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 Sheriff or designee shall participate, and the consulting pharmacist shall chair the committee. All providers on-site shall participate and the meeting is mandatory.

#### E. Medication Administration Training

1. Any staff that is involved in the distribution of medication shall receive a training session from the Successful Offeror with the curriculum developed and approved in advance by the SUCCESSFUL OFFEROR and the Successful Offeror's Pharmacy Director. This training shall be a comprehensive course in medication management appropriate to the setting and shall be reviewed and updated at least annually to ensure the availability of current information. Documentation guidelines are a critical component of this training
2. Medications may be administered to the inmate population by nursing personnel. Security staff will contact a designated health service staff member regarding any questions about inmate medication during admission or during a subsequent search. It is expected that items of a critical and emergent nature such as nitroglycerin or an inhaler will be allowed to be kept on person. Restriction of such medication to a request basis from security will be extremely limited and handled on a case-by-case basis.

#### F. Disposal/Destruction of Medications

The Successful Offeror shall establish a formal process, in concert with state and federal laws and minimum standards of the ACA, NCCHC, and the Virginia DOC, 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 by the pharmacy vendor so that the on-site quantity does not build up and will be done at no additional cost to the Sheriff. Documentation of all destruction and disposal shall be complete, thorough and available for review upon request.

#### G. Safety or Storage

The Successful Offeror shall ensure that all medications are maintained in a safe and secure manner and that 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.

#### H. 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.

#### I. Intake Medications

The Successful Offeror shall establish a policy and procedure for the handling of medications coming into the facilities with inmates upon intake. If utilized in any way for that specific individual inmate, a nurse must verify that the medication received is the medication described/prescribed. Every effort shall be made to verify existing orders from outside sources if the inmate comes in with a current medication prescription. If not utilized, these medications shall be seized upon admission and stored in a secure area. The inmate bringing in the medication will be given one calendar week to have the medication picked up by their family.

Otherwise, the medication will be returned to a licensed pharmacy for destruction according to law. Inmates 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.

#### J. Order Procedures

The Successful Offeror shall ensure that 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 inmate 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 Successful Offeror shall ensure that all telephone or verbal orders are countersigned within the time allotted by law within Virginia. Nursing may distribute OTC medications in accordance with approved nursing protocols.

#### K. Dispensing Guidelines

Blister pack packaging is the preferred method of packaging due to familiarity with that process. However, liquid medications 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 Sheriff.

#### L. Discharge Medications

The Successful Offeror shall establish a policy and procedure for the management of medications upon inmate discharge. If the Successful Offeror is aware of the inmate's pending release and the medications are maintained by nursing, the inmate shall be given at least a five-day supply upon release to ensure continuity for follow-up care. Controlled substances may be provided up to a three-day supply based on the approval of the responsible physician given the potential for abuse or overdose. Vendors will be required to submit, with their proposals, their plan for providing discharge medications, and their plan for linking discharged inmates with community services. Syringes for insulin-dependent diabetics may be given in a three-day supply. The Successful Offeror 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 will be negotiated. The Successful Offeror shall also provide access to medication profiles for viewing and printing purposes.

#### M. Order Automation

If at all possible, the Successful Offeror 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.

#### N. 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. If the packages are opened by security at all upon delivery, a nurse shall be present as well. 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.

#### O. 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.

#### P. Statistical Reporting

The Successful Offeror shall provide monthly statistics with year-to-date information and an annual summary regarding pharmaceutical utilization as specified by the Roanoke City Jail. Information included shall minimally consist of: the top ten drugs prescribed by cost and frequency and for psychotropics 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.

### **N. CLINIC SPACE, EQUIPMENT, AND SUPPLIES**

#### i. Medical Equipment

The Roanoke City Jail provides basic examination space, related utilities and local telephone service, and existing medical equipment. The Successful Offeror shall secure and provide any additional necessary

office equipment such as fax machines, computers, printers, copy machines or other office equipment. Office equipment purchased by the Successful Offeror shall not be connected to the city of Roanoke network. The Successful Offeror shall provide office and medical supplies including dental supplies, medical records, books, and periodicals. The Successful Offeror may request other medical equipment but availability depends upon Roanoke City Jail equipment budget. Any items purchased for the health services areas with the Sheriff's approval and reimbursed by the Roanoke City Jail will remain city of Roanoke property at the termination of the contract regardless of when that termination occurs or who initiates termination if applicable. Any office equipment and medical equipment provided by the Successful Offeror shall be first offered to Roanoke City Jail for purchase, at the depreciated price, at the termination of the contract. However, all documentation maintained on this office equipment is the property of Roanoke City Jail and shall be downloaded into files and provided to Roanoke City Jail to ensure continuity of care and availability of information should termination occur. All policies and procedures, manuals, forms and computer information becomes the property of the Roanoke City Jail upon termination.

ii. Medical Supplies

The Offeror shall propose a plan for providing the medical supplies necessary for the proper care of all inmates housed in the Roanoke City Jail.

**O. MENTAL HEALTH PROGRAM**

- i. The mental health evaluation shall be one key component of the comprehensive jail mental health program established by the Successful Offeror. The clinical services provided shall be consistent with the community while emphasizing prevention, identification, early intervention and aggressive treatment of mental disorders with the goal of reducing the frequency and duration of episodes of serious mental illness. The goal shall be to provide services to the inmate such that s/he is able to function to the best of their potential ability. All inmates shall be considered as eligible for mental health services with the priority given to those individuals identified as most severely impaired by serious mental disorder, the most dangerous to themselves or others, and those who exhibit an inability to function within the general population setting of the detention facilities. The existence of a mental disease or disorder as categorized within the American Psychiatric Association's Diagnostic and Statistical Manual (4) of Mental Disorders shall be the basis for service consideration. Axis II disorders including antisocial and borderline personality disorders shall be evaluated for group intervention based on individual need. The mental health team shall also work with preventive or promotive programs including psycho-educational or cognitive

behavior programs focusing on topics such as anger management, impulse control, or substance abuse, as examples.

ii. Evaluation Priority

The Successful Offeror shall establish a process for the systematic mental health evaluation of inmates. The booking area shall be staffed by mental health professionals at any time inmate booking is occurring. Treatment and comprehensive mental health screening priority is given to those with acute mental illness, medication needs, or those with suicidal ideation. The remainder of inmates who are incarcerated shall have a mental health evaluation completed by the 14th day.

iii. Documentation Guidelines

Documentation of the mental health evaluation shall be consistent and standardized and placed within the confidential medical record. All mental health records and dental documentation shall be placed in the one comprehensive medical record. The one medical record, identified by the inmate's Name Number, shall be the single repository for all documentation related to health or mental health care regardless of the profession of the individual staff member completing the form or note.

iv. Crisis Intervention and Disposition

Any individual inmate found to be in need of urgent follow-up is identified by the mental health professional/PSW at the time of the booking screening or mental health evaluation unless previously referred by members of the security or health care staff or other jail staff person. If the inmate is in need of immediate intervention, the PSW shall determine the appropriate disposition among the options available – emergency inpatient mental health transfer, placement in a mental health special needs area or placement in mental health housing for the more chronic mentally ill. Written criteria and protocol shall be implemented for each potential mental health placement option and a referral process delineated in detail.

v. Evaluation Components

This mental health evaluation shall minimally consist of a structured patient interview with a mental health professional (mental health professional defined primarily as independently licensed clinical social worker, PSW, but may also include psychiatry or licensed psychology staff, or advanced practice registered nurse with a psychiatric clinical specialty) prior to the 14<sup>th</sup> day of inmate custody within the jail, and shall minimally include:

- History of psychiatric inpatient hospitalization, public or private.

- History of outpatient mental health treatment, public or private.
- Current psychotropic use – medication, dosage, and prescriber.
- Current drugs of abuse or alcohol use – type of drug, method of use, frequency, last use.
- Current suicidal thoughts, ideation or plans.
- Prior suicide attempts – ideation, gesture, attempt.
- History of sexual offenses.
- History of sexual abuse.
- History of violent interpersonal behavior or property damage.
- History of child abuse.
- History of victimization within detention by predators, on the street.
- Special education background/level of education.
- History of serious head trauma with even momentary loss of consciousness.
- History of seizure activity and cause if identified – alcohol, withdrawal, head trauma, etc.
- Gross assessment of intellectual functioning.
- Adjustment to incarceration.

vi. Intellectual Functioning

If an inmate is identified as potentially mentally retarded/developmentally disabled during the booking process, receiving screening, mental health evaluation, or otherwise, the inmate shall be referred to a mental health professional for assessment. Mental health staff shall work together with education staff in basic screening for intelligence and in obtaining prior documentation from a community setting regarding these needs, school or state's mental retardation agency. If the inmate has difficulty in functioning within general population due to his limited intelligence or may be victimized, this inmate shall be considered by the mental health staff for placement into a special needs or mental health housing unit that provides a more sheltered and protected environment.

**P. DENTAL SERVICES**

Only a Virginia licensed and credentialed dentist shall perform dental treatment with the assistance of an experienced Dental Assistant. Dental services shall not be limited to extractions only but shall focus on emergency intervention to eliminate pain, swelling and infection and to restore function regarding ability to masticate sufficiently to eat without a specially ground or pureed diet. Dental priorities shall be established by the dentist according to level of severity of the complaint and objective need. Oral surgery resources, likely off-site, shall be available within the community for use by referral from the dentist should this need be identified. Restorative care shall be provided based upon time

availability of the dentist and priority of work assigned. In general, prophylactic dental care such as scaling and cleaning is not available unless a serious and urgent periodontal problem exists that requires immediate intervention and it is ordered and carried out by a licensed dentist. Dental hygiene services with regard to routine prophylactic and preventive care including cleanings shall not be provided as a component of this contract. However, an oral examination shall be performed by a dentist within 12 months of admission.

The Offeror shall be responsible for the purchase of any needed dental equipment and/or the maintenance of any existing onsite dental equipment.

#### **Q. CHRONIC DISEASE MONITORING**

Inmates identified during the intake medical screening or subsequent examination as chronically ill and in need of ongoing treatment shall receive a treatment plan. The treatment plan may be initiated by a mid-level provider or physician and shall dictate the frequency of evaluation and monitoring. The Successful Offeror shall ensure that the frequency identified in the treatment plan is met and that the related diagnostic blood work, or other monitoring instruments such as therapeutic diet compliance, etc., is completed in advance of the periodic chronic disease visit. These encounters may be performed by a mid-level provider, physician or psychiatrist in the event of a chronic mental illness.

#### **R. NURSING ROUNDS**

- i. Nursing staff shall conduct routine rounds within the disciplinary or segregation areas daily in conjunction with medication administration. These screening rounds may be documented on a log or other group format listing individuals and dispositions or they may be documented individually on progress notes. If an inmate is removed from his/her cell to an examination room or interview room to see a nurse or other healthcare or mental health care professional, a progress note shall correspond with the staff name, title and date. Inmates within segregation shall have the same access to health care as the general population and sick call shall be available on the same frequency.
- ii. Mental Health Rounds
  1. In addition, a designated mental health professional shall conduct rounds in the disciplinary segregation areas seven (7) days per week to make contact with inmates in this setting and to determine if any individuals are decompensating within the restrictive environment due to mental illness. Furthermore, inmates with serious mental illness who receive disciplinary action resulting in punitive segregation shall be assessed by a mental health professional as to the appropriateness of the placement timing given the

mental condition of the inmate. This consultation will be documented in the inmate medical record.

2. Special needs inmates, including chronically ill, those with infectious diseases, mentally ill or mentally retarded/developmentally disabled, frail elderly, terminally ill or disabled physically, are those that the Successful Offeror 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 inmates and the community agencies that have been or will be serving them.
3. 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 school, 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 inmate. 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 Psychiatrist / HSA.

## **S. SUICIDE PREVENTION**

### Suicide Prevention Program and Plan

The Successful Offeror shall assist in the development and review of a comprehensive and thorough suicide prevention program that encompasses all aspects and staff training within the detention facilities including security staff, health and mental health staff, and inmates. The program must be approved by the Sheriff and shall minimally include the following elements: training (security, health/mental health), identification and assessment, referral, monitoring, housing assignment/placement, communication among all disciplines for one treatment approach by all staff, intervention and notification, reporting and quality improvement review of each gesture or attempt.

### **Suicide Plan Contents**

The Successful Offeror shall establish a suicide prevention plan that begins with an aggressive early identification program with health, mental health and security staff at the booking process. At-risk individuals shall be identified and referred

regardless of current actions or behavior as a preventive step and these at risk individuals shall be defined by a licensed mental health professional, i.e. intoxicated, under the influence of unknown substances, mentally ill, prominent citizen, or first arrest. The admission to jail is one of the highest risk times while others include return from court, receiving a significant sentence, loss of appeal, loss of loved one or loss of children to foster care/adoption, or sexual assault. The Successful Offeror shall take these aspects into consideration in the suicide prevention plan.

### **Suicide Watch**

1. The suicide prevention guidelines shall clearly identify how a suicide watch is initiated, what the definition of a watch is and the potential levels of observation involved, the process involved in clearing an individual from watch, recommended frequency of observation, staff performing observation, and suggested documentation guidelines for all involved in the process.

### **Utilization Statistics**

The Successful Offeror shall produce monthly statistics that provide insight and information regarding the inmate population. A report containing these statistics shall be delivered to the Sheriff, Chief Deputy, Assistant Chief Deputy and Services Commander on a monthly basis. Suicide attempts, gestures and ideation shall be defined and differentiated when reported. The report shall also include statistical information regarding inmate contacts by the PSWs and Psychiatrist, and types of mental health diagnoses identified within the inmate population. Additional statistics include inmates on psychotropic medications as a percent of population and in raw numbers, the top psychiatric medications utilized by price, the top psychotropic's utilized by frequency and volume, a total list of the psychotropic's orders by drug name and dosage with identification of formulary v. nonformulary, indications of continuation of medications from admission v. change of medication to another therapeutic agent. The HSA and the staff will work closely with the pharmacy provider to ensure the monthly availability of this information for review and submission to the Sheriff.

### **T. Mortality Review**

Any successful suicide or in-custody death shall receive a specialized mortality review. This quality improvement initiative shall focus on the individual from admission through death and identify key points and reactions. Every effort shall be made to use this opportunity as a learning experience rather than assignment of fault or blame. This mortality shall include a quality improvement / debriefing session chaired by the HSA, and shall include at a minimum the mental health staff including Psychiatrist, the Medical Director, medical staff, and jail staff designated by the Sheriff. The purpose of this session would be quality improvement: prevention of future suicides.

**U. STAFF REQUIREMENTS**

**a. ACCREDITATION REQUIREMENT**

The Successful Offeror shall comply with the professional standards of the NCCHC, the Commission on Accreditation/ACA and the Prison Rape Elimination Act. The cost of ACA and NCCHC accreditation shall be borne by the Roanoke City Jail; however, the vendor is required to organize and maintain all files specifically required to maintain NCCHC and ACA accreditation.

It is the responsibility of the Jail's healthcare vendor to maintain the programmatic standards required for NCCHC, ACA accreditation and the Prison Rape Elimination Act. A penalty of \$5,000 may be assessed for failure to maintain accreditation, or being placed on probation by the NCCHC or ACA. As part of the client references required in this RFP, vendors must reveal instances in which accreditation was lost, or the healthcare program was placed on probation by the NCCHC or ACA, at sites where the vendor was providing healthcare services. In such cases, vendors must also provide details of the corrective action plan that was initiated, if any, in response to accreditation loss/probation.

**b. GOVERNANCE AND ADMINISTRATION**

**i. Responsible Health Authority**

1. Health Authority - The Successful Offeror shall provide a "responsible health authority" that works full-time on this Contract. Final medical authority, however, rests with the Medical Director for clinical decision-making. **Offeror shall identify this authority and all other relevant personnel in its proposal.**
2. Management Approval – Initial appointment of, and future changes in, the positions of Health Services Administrator and Medical Director must have the prior approval of the Sheriff. Proposed individuals should be identified and their resumes submitted with this proposal.

The Health Services Administrator shall possess education and experience which demonstrates competence and success in administering a complex organization, managing numbers of personnel comparable to the Roanoke City Jail's health services program, complying with ACA and NCCHC accreditation standards, as well as the minimum standards of the Virginia Department of Corrections, and displaying a commitment to continuous quality improvement, particularly in a healthcare related environment.

The Medical Director shall be licensed in the Commonwealth of Virginia 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.

**The Offeror shall submit the resumes of the proposed Health Service Administrator, Medical Director, Director of Nursing and Director of Mental Health with the response to this RFP. Each candidate is subject to review and approval of the Sheriff. The Contractor shall update resumes throughout the contract if these personnel turn over.**

**c. SUBCONTRACT AGREEMENTS**

The Successful Offeror 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 Roanoke City Jail, and shall be available for inspection by the Sheriff or a designee any time. These subcontracts shall be in place within 60 days of agreement.

**d. MEDICAL AUTONOMY**

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 health care services provided under the resultant contract, for on-site services as well as off-site services.

**e. STAFFING PLAN**

The Offeror 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 Sheriff. 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 5-day workweek. Any schedule for full-time to be scheduled fewer than 5 days per week will require the advance approval of the Sheriff, 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 telemedicine) 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 Jails, ACA 4<sup>th</sup> Edition, and the Virginia Department of Corrections minimum standards. On a monthly basis, the

contractor will submit a timetable to the Sheriff and Chief Deputy, documenting the number of hours each employee has worked.

The current staffing matrix utilized at the Roanoke City Jail is included below for review and consideration when making a proposal. It is highly recommended that all proposals contain the minimum staffing elements of the provided matrix.

Employees	Hours										
	Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Float	Week Total	FTE's
Health Services Administrator (RN)	Day		8	8	8	8	8			40	1.00
Assistant Health Services Administrator (LPN)	Day		8	8	8	8	8			40	1.00
Administrative Assistant	Day		8	8	8	8	8			40	1.00
Medical Records Clerk	Day		8	8		8	8			32	0.80
Registered Nurse (RN) - Intake	Day		8	8	8	8	8	8		48	1.20
Registered Nurse (RN) - Intake	Night	8	8	8	8	8	8	8		56	1.40
Registered Nurse (RN)	Float								16	16	0.40
Director of Nursing (RN)	Day		8	8	8	8	8			40	1.00
Licensed Practical Nurse	Day	8	8	8	8	8	8	16		64	1.60
Licensed Practical Nurse	Evening	8	8	8	8	8	8	16		64	1.60
Licensed Practical Nurse	Night	8	8	8	8	8	8	8		56	1.40
Medication Technician	Day	16	16	16	16	16	16	16		112	2.80
Medication Technician	Evening	16	16	16	16	16	16	16		112	2.80
Medical Director	Day						8			8	0.20
Mid-Level Provider (PA/NP)	Day		9	9	9	9				36	0.90
Dentist	Day						6			6	0.15
Dental Assistant	Day						6			6	0.15
Psychiatrist	Day			4	4					8	0.20
Mental Health Professional	Day		8	8	8	8	8			40	1.00
Mental Health Professional	Day	4	5	5				4		18	0.45
	<b>Total Hours</b>	<b>68</b>	<b>134</b>	<b>138</b>	<b>125</b>	<b>129</b>	<b>140</b>	<b>92</b>		<b>842</b>	<b>21.05</b>

**f. BACKGROUND SCREENING AND DRUG TESTING**

All Successful Offeror staff shall meet the background screening requirements based upon date of birth, sex, race, social security number, driver's license

number and fingerprints. The Roanoke City Jail will complete all background requests within a reasonable time period. Successful Offeror's employees and independent contractors as well as subcontractors shall receive drugs of abuse urine testing (with less than 24-hour notice) on a pre-employment basis and not be allowed to work at these sites if the results are positive and not legitimately explained by current prescriptions. Vendor's personnel shall be subject to the same security guidelines, rules and regulations as the Jail staff.

**g. RESTRICTION OF ACCESS**

Although the Successful Offeror has authority for all hiring and termination, the Sheriff may restrict an individual's access to the sites on the basis of security violations validated through investigation. The Sheriff will communicate promptly with the Successful Offeror regarding any such situations and provide a written summary of the investigation to the Health Service Administrator. All Successful Offeror employees, independent contractors and subcontractors shall cooperate with the Sheriff in any investigation involving inmate or staff conduct. All contract employees shall be required to wear Jail issued ID's at all times.

**h. COMPENSATION AND BENEFITS**

Compensation and benefits of the Successful Offeror's personnel shall be established solely by the Successful Offeror. However, the Successful Offeror shall provide the Sheriff 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 Sheriff to minimize the disruption to and increase retention of current employees who may be retained by the Successful Offeror. The Successful Offeror shall obtain the approval of the Sheriff 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 Sheriff. This target rate shall be established as the payback base rate for each employee, independent contractor and subcontractor.

**i. DRESS CODE**

The Successful Offeror 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 Jail and appropriate to a correctional environment with regard to safety issues as well as appearance.

**j. STAFF PARKING, SECURITY PASSES, KEYS**

The Successful Offeror's staff will not be provided parking. Any ID's or keys issued to contractor's staff shall be returned immediately upon separation of employment.

**k. 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 the Sheriff, will be adjusted to the benefit of the Sheriff 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 Offeror is responsible to ensure a timely and accurate presentation of payroll information that is valid and reliable. The Offeror 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 that position as identified by the contractor in the Contract 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 the Sheriff may be exempt from this payback requirement.

**l. 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 the Sheriff as a credit against the next routine monthly payment to the Offeror and will consist of 100% of the hourly rate for the position as identified by the Offeror 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 the Sheriff 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 fifteen (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 the Sheriff. 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.

**U. LIQUIDATED DAMAGES AND PENALTIES**

The Sheriff's intent with regard to liquidated damages and penalties is to motivate the vendor to comply with the requirements of the RFP, the proposal and the resultant contract. These aspects of the agreement are not intended for application so much as to motivate the contractor to maintain the performance level agreed upon. No amount is budgeted or expected for liquidated damages or penalties and the Sheriff would be satisfied with NO penalty assessment given that the services are provided as contracted. The City reserves the right to establish liquidated damages for the resultant Contract as it deems appropriate upon entry into the resultant Contract.

**W. VACANCY**

If any position identified in the staffing table submitted by the vendor in the proposal and agreed upon in the contract remains vacant for more than thirty (30) days, there will be an assessment of a penalty to include the hourly rate plus an additional twenty-five (25) percent to account for benefits consideration. The penalty will be initiated at the 30-day mark and not at the original date of vacancy. This penalty applies regardless of the type of position. If the provider hours or minimum continuous staffing payback credit is also applied for absent hours and the vacancy extends beyond the thirty (30) days, the Sheriff will take the additional 25% penalty. The hourly rate will be credited only one time with the potential for the additional 25% assessment.

**X. TEMPORARY AGENCY PERSONNEL**

If temporary or agency personnel usage exceeds 10% of the total hours provided according to the contracted hours, the Sheriff may invoke a penalty of \$2,500 per month of occurrence. However, the Sheriff will allow a thirty (30)-day cure period when this level of usage is identified. If the usage returns to a level below the penalty point, no penalty will be assessed. This penalty applies regardless of the type of position that the agency staff is filling and is not specific only to nursing jobs.

**Y. IMPLEMENTATION PLAN**

Each Offeror must submit a comprehensive Implementation Plan to describe activities during the one hundred eighty (180) days prior to the initiation of on-site serves in preparation for the start-up and for the first one hundred eighty (180) days of the contract implementation to ensure uninterrupted service delivery and continuity of care. The Final Plan submitted by the Successful Offeror must be approved by the Sheriff. The Plan must address key aspects that are critical to

the success of the transition such as: plans for external recruitment, interviewing and hiring; staffing coverage with sufficient licensed personnel; implications for union agreements and labor management; negotiation and execution of subcontractor agreements; emergency plans; development of facility policy and procedure, forms and manuals as well as site-specific job descriptions; continuity of pharmacy services and operations; availability of medical, dental and office supplies as well as related equipment; hospital and specialty network development; start-up of personnel tracking/time and attendance monitoring to ensure timeliness of reports; computer hardware and software, any electronic medical record initiatives, compatibility with the Roanoke City Jail records management systems, or any other programs or services unique to the vendor.

## **Z. EMERGENCY PLAN**

1. The Successful Offeror will provide an Emergency Plan. 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.
2. Emergency Drills - The quarterly emergency drills shall be inmate or staff-specific and situational to the jail setting, i.e. emergency response to inmate identified hanging, emergency response to staff 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, jail security and health care staff.
3. Emergency Kits - Location and contents of emergency response kits shall be identified, standardized and provided throughout the facilities. The Contractor shall be responsible to check the containers for security or usage; monitor dates of items included in the kits for current use, and shall train staff as to the management of the process for documentation, use and restocking. The Contractor shall work with the Roanoke City Jail to develop this emergency plan and shall receive the Sheriff's approval for implementation.
4. Automatic External Defibrillators - Automatic external defibrillators (AED) shall be utilized by health services staff as first responders. Contractor staff shall be trained and certified in AED use and documentation. AED devices will be provided by the City.
5. Ambulance Services - Ambulance services shall be identified and the process delineated for the use guidelines and contact procedures for ambulance services,

whether for ACLS/paramedic ambulance for all life-threatening emergencies or BCLS for those situations that are not critical but are emergent.

6. On-Call Availability - Physician coverage shall be available through an on-call system using pager, cell phone or other appropriate communication device. A primary care physician shall be on-call around the clock. Response time to a page shall be less than 20 minutes or the inmate that the call was placed about shall be sent to the local emergency department at the Contractor's expense. If the RN on duty assesses the inmate 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 inmate out and contact the physician on-call afterwards to relay the information. Each such 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.

**aa. Nursing Shortage Response**

1. Given the increasing concern regarding the nursing crisis currently facing the United States, the Implementation Plan must address the vendor's initiatives to ensure adequate nursing coverage for this contract. The nursing shortage component of the plan must address current local trends and availability, salary surveys conducted, and approaches by the vendor such as community educational and outreach programs, the use of student interns or other trainees, orientation and training as well as cross-training programs, recruitment and/or retention or referral incentives – financial as well as other initiatives. The Roanoke City Jail expects an extensive and aggressive recruitment, training, and retention plan to be implemented in order to minimize turnover and vacancies.

**bb. Incentives to Ensure Continuity of Care for Implementation**

The quality, breadth and depth of the Implementation Plan are critical to the success of the contract start-up. A penalty may be assessed by the Sheriff for failure to implement the plan established in the bid submission, for not meeting dates according to the RFP requirements and proposal timelines; for staffing and hours of coverage dropping below 90% of the proposed tables (in addition to payback credits for hours not provided); and/or for vacancy of any of the key management team members, Medical Director, Health Service Administrator, Director of Nursing, and Director of Mental Health and Chief Psychiatrist (or mutually agreed upon equivalent positions), during the first one hundred eighty (180) days of the contract.

**cc. Inmate Grievances/Complaints**

Inmate grievances, complaints and inquiries must be responded to in a formal manner by the vendor's Administrator or designee within three (3) working days of receipt of the grievance.

**XIII. GENERAL SPECIFICATIONS**

**dd. PERSONNEL**

- i. Each candidate will be interviewed by the Offeror with special focus on technical expertise, emotional stability and motivation. The final selection shall be subject to approval by the Sheriff or a designee. This approval shall not be unreasonably withheld.
- ii. An on-site visit to the Roanoke City Jail must be made by all screened candidates prior to formal decision of employment
- iii. The Offeror's staff shall properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable city guidelines, as requested by the Roanoke City Jail.
- iv. The Offeror shall ensure that its staff documents all health care contacts in the committed person's health records in the proper medical records format. Maintenance of these records will be electronic and will be the responsibility of the Offeror to maintain. The proper format will be a format agreed upon between the City and the Successful Offeror.

**ee. REFERRALS**

- i. The Offeror shall make referral arrangements with medical specialists, subject to the approval of the Sheriff or a designee, for treatment of those committed persons with problems, which may extend beyond the scope of services provided on-site. The Offeror shall define what portion of these expenses the Offeror will pay.
- ii. The cost of all persons' hospitalization outside of the facility will be the responsibility of the Offeror in compliance with the limits of catastrophic coverage identified by the Offeror.
- iii. The Offeror shall seek and obtain from any inmate, information concerning any health insurance the inmate may have that would cover services rendered by the Offeror. The Offeror should seek reimbursement from any applicable third party payers, which shall be the property of the Offeror. The Offeror shall determine pre-existing conditions that are the financial responsibility of the inmate.

- iv. The Offeror shall assist the Roanoke City Jail in charging and collecting fees for services rendered to inmates in accordance with the minimum standards established by the Virginia Board of Corrections.

**ff. ORIENTATION OF NEW EMPLOYEES**

- i. The Offeror shall be responsible for ensuring that all new health care personnel are provided with at least a 40 hours orientation regarding the specific medical practices on-site at the Roanoke City Jail. Orientation regarding other facility operations will be the responsibility of the jail.
- ii. The Offeror shall distribute a written job description to each member of the health care staff, which clearly delineates his/her assigned responsibilities. The Offeror shall monitor performance of health care staff to ensure adequate job performance in accordance with these job descriptions.
- iii. The Offeror shall be responsible for assuring that all direct care staff be offered the hepatitis B vaccine and that all direct care staff receive a test for tuberculosis prior to job assignment and annual testing thereafter.

**gg. SECURITY OF INMATE FILES**

- i. Inmate files are of a confidential nature. The Offeror's employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by the Roanoke City Jail. The Offeror shall honor all policies and procedures for safeguarding the confidentiality of such data and comply with all federally mandated HIPAA requirements.

**hh. RESEARCH**

- i. No research projects involving inmates shall be conducted.

**SECTION 7. EVALUATION CRITERIA.**

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.

- B. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- C. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the City's contract.
- D. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- E. The quality of Offeror's performance in comparable and/or similar projects.
- F. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.

### **SECTION 8. SELECTION PROCESS.**

- A. Pursuant to Section 2.2-4301(3)(a) of the Code of Virginia, selection of the Offeror will be as follows:
  - 1. The City Manager, Sheriff, or City Manager's designee, shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters. Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.
  - 2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.
  - 3. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair

and reasonable price. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of City personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the City Manager, or the City Manager's designee, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the City and may or may not be conducted.

## **SECTION 9. INFORMATION ON CONTRACT TO BE AWARDED.**

The Sample Contract marked as Attachment A to this RFP#15-06-02 contains terms and conditions that the City plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the successful Offeror.

**END.**



**CITY OF ROANOKE, VIRGINIA  
SAMPLE CONTRACT BETWEEN CITY OF ROANOKE AND**

**FOR \_\_\_\_\_**

This Contract # \_\_\_\_\_ is dated \_\_\_\_\_, 20\_\_\_\_, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the “City” or \_\_\_\_\_ “Owner”, and \_\_\_\_\_

\_\_\_\_\_  
(legal name and address of contractor)

hereinafter referred to as the “Contractor,” **{NOTE: Use one of the following if applicable.}** {a \_\_\_\_\_ corporation.} {an Individual.} {a \_\_\_\_\_ Partnership.} {a \_\_\_\_\_ Limited Liability Company.}

**WITNESSETH:**

WHEREAS, Contractor has been awarded this nonexclusive Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for inmate healthcare services and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

**NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.**

For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the City to fully perform the services, provide any materials called for construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work (Exhibit 2).
3. Fee Schedule and Staffing Matrix (Exhibit 3).
4. Request for Proposal No. 15-06-02, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents and this Contract will control over any Contractor supplied documents or information.

**SECTION 2. CONTRACT AMOUNT.**

The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$\_\_\_\_\_ , as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the City and that there is no guarantee of any minimum amount of Work that may be requested by the City and that no Work may be requested.

**SECTION 3. TERM OF CONTRACT.**

- A. The term of this Contract shall be for one (1) year, from \_\_\_\_\_, through \_\_\_\_\_, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the City.
  
- B. By mutual agreement of the parties, the contract may be renewed for up to four (4) additional one (1) year periods of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party at least sixty (60) days of the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within thirty (30) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within fifteen (15) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.
  
- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

**SECTION 4. TIME OF PERFORMANCE.**

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the City representative to the Contractor, and the Contractor covenants and agrees to fully

construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other City contractors or employees doing other work or using the area where Contractor is working.

**SECTION 5. PAYMENT.**

- A. The City and Contractor agree that the City will only pay the Contractor for time actually spent and materials actually provided on the Project requested and accepted by the City. Invoices for services rendered and accepted shall be submitted by Contractor directly to the payment address of the requesting City department/division. Payment of such invoices shall be the responsibility of the department/division.
  
- B. The City agrees to pay Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract. The City retains the right to setoff as to any amounts of money Contractor may owe the City. A written progress report may be requested by the City to accompany payment request and, if so, such progress report shall detail the work completed. Also, sufficient documentation of all costs, expenses, materials supplies, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.

**SECTION 6. SALES TAX EXEMPTION.**

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

**SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.**

All prices include F.O.B Destination, inside delivery to the Contractor's Licensed Area unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to City personnel

making the request and accepted by the City. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City.

**SECTION 8. NOT USED.**

**SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.**

Contractor agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any items, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Contract.

**SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.**

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the City. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

**SECTION 11. HOLD HARMLESS AND INDEMNITY.**

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims,

suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

**SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.**

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

**SECTION 13. INDEPENDENT CONTRACTOR.**

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

**SECTION 14. REPORTS, RECORDS, AND AUDIT.**

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the City's right to audit and/or examine any of the Contractor's documents and/or data as the City deems appropriate to protect the City's interests.

**SECTION 15. INSURANCE REQUIREMENTS.**

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

**SECTION 16. DEFAULT.**

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

**SECTION 17. NONWAIVER.**

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

**SECTION 18. FORUM SELECTION AND CHOICE OF LAW.**

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

**SECTION 19. SEVERABILITY.**

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 20. NONDISCRIMINATION.**

A. During the performance of this Contract, Contractor agrees as follows:

- i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
  - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**SECTION 21. DRUG-FREE WORKPLACE.**

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**SECTION 22. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

**SECTION 23. ASSIGNMENT.**

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If

consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

**SECTION 24. CONTRACTUAL DISPUTES.**

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Contractor that the City disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

**SECTION 25. SUCCESSORS AND ASSIGNS.**

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

**SECTION 26. HEADINGS.**

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

**SECTION 27. COUNTERPART COPIES.**

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

**SECTION 28. AUTHORITY TO SIGN.**

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

**SECTION 29. NOTICES.**

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To City: City of Roanoke  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile: Roanoke, Virginia 2401\_\_  
(540) 853-XXXX

Copy to: City of Roanoke  
Purchasing Division  
Attn: Purchasing Manager  
Noel C. Taylor Municipal Building, Room 202  
215 Church Avenue, SW  
Roanoke, Virginia 24011

Facsimile: (540) 853-1513

If to Contractor: \_\_\_\_\_  
Attn: \_\_\_\_\_, President/CEO  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

**SECTION 30. PROTECTING PERSONS AND PROPERTY.**

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect the City's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by

its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the City or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the City shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

### **SECTION 31. CONTRACT SUBJECT TO FUNDING.**

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the City may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the City. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

### **SECTION 32. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.**

- A. The City, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).
1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.
  2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
  3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

### **SECTION 33. ETHICS IN PUBLIC CONTRACTING.**

The provisions, requirements, and prohibitions as contained in Sections 2.2–4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

**SECTION 34. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.**

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The City may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

**SECTION 35. OWNERSHIP OF REPORTS AND DOCUMENTS.**

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the City and all such items shall become the sole property of the City. The Contractor agrees that the City shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the City may reproduce, copy, and use all such items as the City deems appropriate, without any restriction or limitation on their use and without any cost or charges to the City from Contractor. Contractor hereby transfers and assigns all such rights and items to the City. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

**SECTION 36 ENTIRE CONTRACT.**

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

**SIGNATURE PAGE TO FOLLOW.**

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

**(Full Legal Name of Contractor)**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

(SEAL)

CITY OF ROANOKE, VIRGINIA

WITNESS:

\_\_\_\_\_

By \_\_\_\_\_  
City Manager or Authorized City Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Approved as to form:

Appropriation and Funds Required  
for this Contract Certified:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Director of Finance

Approved as to Execution:

Account # \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**EXHIBIT 1  
TO CONTRACT  
BETWEEN CITY OF ROANOKE AND  
FOR INMATE HEALTH CARE SERVICES**

**REFERENCE: RFP#15-06-02**

**SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS SECTION**

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
  
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
  - (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The City of Roanoke shall also be named as the Certificate Holder.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

- (1) Commercial General Liability: \$1,000,000.00  
  
\$3,000,000.00 General Aggregate Limit (other than Products/Completed Operations).  
  
\$1,000,000.00 Products/Completed Operations Aggregate Limit.  
  
\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).  
  
\$1,000,000.00 each occurrence limit
  - (2) Automobile Liability: \$1,000,000.00 combined single limit
  - (3) Workers' Compensation and Employer's Liability:  
  
Workers' Compensation: statutory coverage for Virginia  
  
Employer's Liability:  
  
\$100,000.00 Bodily Injury by Accident each occurrence  
  
\$500,000.00 Bodily Injury by Disease Policy Limit.  
  
\$100,000.00 Bodily Injury by Disease each employee.
- 3(A) Medical Malpractice:

Coverage limit shall not be less than \$2,000,000.00 per occurrence, \$4,000,000.00 aggregate. The coverage for general and medical liability can be combined on one policy form.

- (4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.
- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.
- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.
- (7) Should any required insurance coverage be canceled or materially altered before the expiration term of the contract, it is the responsibility of the contractor to notify the City of such within thirty (30) days of the effective date of the change.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

- F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.
- G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.
- H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

**END.**

**EXHIBIT 2  
TO CONTRACT  
BETWEEN CITY OF ROANOKE AND  
FOR INMATE HEALTHCARE SERVICES**

**REFERENCE: RFP#15-06-02**

**SCOPE OF WORK**

**To be negotiated with the Successful Offeror.**

**EXHIBIT 3  
TO CONTRACT  
BETWEEN CITY OF ROANOKE AND  
FOR INMATE HEALTHCARE SERVICES**

**REFERENCE: RFP#15-06-02**

**FEE SCHEDULE AND STAFFING MATRIX**

**To be negotiated with the Successful Offeror.**