

**Request for Proposals  
Comprehensive Institutional Healthcare Services  
for the Minnehaha County Jail**

Proposals will be received by the Board of Commissioners of Minnehaha County at the office of the County Auditor, 415 N. Dakota Avenue, Sioux Falls, South Dakota 57104 until, **3:00 p.m. on Wednesday, October 14, 2020**, from organizations/firms interested in providing for Comprehensive Institutional Healthcare Services for the Minnehaha County Jail, Sioux Falls, South Dakota. Proposals will be evaluated by a committee and a contract recommendation will be made to the Minnehaha County Commission at a regular meeting of the Commission.

All proposals shall be made in accordance with forms and specifications detailed in the Request for Proposals. The Request for Proposal specifications have been placed on file and may be reviewed at the Office of the Minnehaha County Auditor, Minnehaha County Administration Building, 415 N. Dakota Avenue, Sioux Falls, South Dakota, 57104 AND on [Minnehahacounty.org](http://Minnehahacounty.org).

The Board of County Commissioners, reserves the right to waive any irregularities deemed advantageous to the County, to reject any and all proposals, and to negotiate with the most qualified individual or firm submitting a proposal.

  
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Bob Litz  
County Auditor

Please Publish:

- Argus Leader: 8/24/2020 & 8/31/2020
- Brandon Valley Journal: 8/26/2020
- Garretson Gazette: 8/27/2020
- Minnehaha Messenger: 8/28/2020



**MINNEHAHA COUNTY SHERIFF'S OFFICE**  
**SIOUX FALLS LAW ENFORCEMENT CENTER**  
**500 N MINNESOTA AVE**  
**SIOUX FALLS, SOUTH DAKOTA 57104-2413**  
**PH: (605)-367-4321**  
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Date: 08/12/2020

From: Mike Mattson  
Minnehaha County Jail Warden

To: Minnehaha County Commission

Re: 2020 Inmate Medical Services Request For Proposals

Action Requested: Request authorization for the Minnehaha County Auditor to publish the Inmate Medical Services Request For Proposals.

Commissioners,

The Minnehaha County Jail is in its last year extension of the current Inmate Medical Services Contract with Armor Correctional Healthcare which concludes on December 31<sup>st</sup> 2020. I am requesting authorization for the Minnehaha County Auditor to publish the Request For Proposal Notice.

Thank you,

A handwritten signature in blue ink, appearing to read "Mike Mattson".

Mike Mattson  
Minnehaha County Jail Warden

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Submitted by Department Head/Official to State's Attorney on 7/14/2020 by MM  
Returned by State's Attorney to Department Head/Official on 7/31/2020 by DWD  
SAO approval: DWD returned for editing/comments: \_\_\_\_\_  
Submitted by Department Head/Official to Commission Office on 08/12/2020 by MM  
Placed on Commission Agenda for 8/18/20 by MS, Commission Office

**2020 RFP Comprehensive Institutional Healthcare Services – Minnehaha County Jail**

REQUEST FOR PROPOSALS

For

**COMPREHENSIVE INSTITUTIONAL  
HEALTHCARE SERVICES**

at the

MINNEHAHA COUNTY JAIL

August 19, 2020

## INTRODUCTION

The County of Minnehaha invites all qualified individuals and firms hereinafter referred to as “Vendors” experienced in the delivery and management of correctional healthcare to submit a proposal for adult inmate healthcare for the Minnehaha County Sheriff’s Department, Minnehaha County Jail hereinafter referred to as “County.” The County currently provides medical care through a cost-plus healthcare model. In this model, operational expenses are passed-through to the county for reimbursement. In addition, the medical provider submits an annual management fee to manage the delivery of health services in the jail. This model will be explained elsewhere in this RFP. The County prefers to continue this model; however, is open to any alternate proposal. Alternate proposals must be clearly detailed to justify the annual cost of delivery.

It is the intent of these specifications to secure a high quality, comprehensive and all-inclusive health care delivery system for the adult inmates at the Minnehaha County Jail. The successful Vendor shall meet the following general requirements:

- A.** Provide clinically necessary medical/dental/psychiatric services to all inmates and residents, principally on-site, as effectively and efficiently as possible to the County. All services must meet or exceed the minimum standards established by the National Commission on Correctional Health Care (NCCHC).
- B.** Operate under NCCHC criteria for accreditation and standards for the full duration of the contract and without any lapse. The County received NCCHC accreditation April 7<sup>th</sup> 2019.
- C.** Establish and carry out a written health care plan with clear objectives, policies & procedures, and on-going audits consistent with the standards of NCCHC.
- D.** Maintain complete and accurate records of all medical, dental and mental health care. Collect, analyze and distribute health statistics on a monthly basis and as needed to appropriate agency administrative personnel.
- E.** Operate the health care program in a humane manner with respect to the inmate/resident rights to basic health care services.
- F.** Maintain an open and collaborative relationship with all agency personnel and operational staff.

The Minnehaha County Sheriff’s Department operates a newly expanded correctional facility located at 305 W. 4<sup>th</sup> Street. The rated population capacity for the Jail at the end of the expansion is 727 inmates, however, the Jail’s intent is to operate the facility with a floor vacated, at a capacity of 579 inmates, until such time that the population has risen where it is necessary to open the vacated floor. At the time of this RFP document the ADP is 420, however we anticipate an additional increase of up to 150 inmates over the next 12 months. At MCJ, the

medical vendor will be responsible to provide comprehensive on-site health services for all inmates, including clinic care, specialty care that can be completed in the Jail setting, emergent care mental health services and new admission medical screening. County financial responsibility for most medications and off-site services are limited to Minnehaha County inmates. Please note that the County houses some State (DOC) inmates, US Marshall Inmates, ICE (Immigration) inmates, as well as some reciprocating county inmates that may or may not be the financial responsibility of Minnehaha County. Of the 420 inmates currently in MCJ, the County is financially responsible for approximately 345 inmates. Minnehaha County uses CorEMR as its electronic medical record. The County and not the incumbent owns the program.

The medical unit at the main jail has three medical examination rooms and a dental room, all of which are appropriately equipped to see patients. There is no infirmary at this time. There is a med preparation/pharmacy room, medical supply room, work room, nurse's office, provider office, three medical administrative offices and a Mental Health office. The facility's HVAC system incorporates UV bulbs as well as other technology to reduce airborne particulates, however, the facility does not have any negative pressure cells. There are 23 beds available for suicide watch/constant observation with direct officer and camera observation, this will increase to 31 when the facility is operated at full capacity. There is one (1) chair dental operator in the medical suite. The medical vendor is responsible to provide the dentist and dental assistant to staff the contract.

The County of Minnehaha intends to award a twenty-four (24) month contract for the period January 1, 2021 through December 31, 2022 with an option to extend for four (4) one-year extensions through December 31, 2026. The extensions would be: the twelve (12) month period through December 31, 2023; with the second option to extend twelve (12) months through December 31, 2024; with the third option to extend twelve (12) months through December 31, 2025; with the final extension through December 31, 2026.

## **I. QUALIFICATIONS OF VENDORS**

- A.** The Vendor shall have delivery and management experience providing primary health care services. Experience in the delivery and management of comprehensive institutional healthcare services is preferred.
- B.** The Vendor should have key on-site staff with jail experience in the delivery and management of a correctional healthcare system.
- C.** It is preferred the Regional Manager/Area Vice President overseeing the Minnehaha County medical services contract and directly supervising the site Health Services Administrator have a minimum of two (2) years direct hands-on operational experience managing a jail contract in the capacity of Health Services Administrator. A consultant with similar experience is also acceptable.

- D. The Vendor must demonstrate satisfactory recruiting capabilities in attracting qualified clinical candidates and retainment of all qualified on-site positions.
- E. The Vendor must demonstrate that it has the central or corporate office capability to supervise and monitor the healthcare services program and on-site staff to ensure satisfactory service delivery.
- F. The Vendor must demonstrate an ability for contract start-up within 45 days of contract award.

## II. SUBMITTAL REQUIREMENT FOR ALL PROPOSALS

- A. All proposals are due by **3:00 P.M.** (Central Standard Time) **Wednesday, October 14, 2020.**

**Three (3) copies and one (1) original of the proposal are required to be enclosed in a sealed envelope bearing the name and address of the Vendor, as well as designating the name of the proposal on the outside (Comprehensive Institutional Healthcare Services), addressed to Office of the County Auditor, 415 North Dakota Avenue, Sioux Fall, SD 57104.**

- B. **All Vendors must submit a proposed operating budget for fiscal year 2021 and 2022. (January 1, 2021 through December 31, 2022). Note that there are three (3) Worksheets attached to this RFP which must be completed and included within the budget. (The worksheets are also available by email upon request.) The Vendor may submit their budget consistent with existing company format and operating estimations; however, the County will want to clearly see Start-up Costs and Start-up Travel, Travel for Required Site Visits, and the Management Fee included in the budget. Salaries/Wages, Fringe and Benefits will be based upon the staffing matrix and your salary survey of Sioux Falls and immediate surrounding area to ensure competitive salaries based on the local market. For Off-site care and Hospitalization, Vendor's are to enter zero \$0.00. Off-site care is a pass through and incorporating anticipated expense will skew the financial evaluation. Finally, estimate the cost of running the on-site specialty clinics, labs, x-ray, pharmacy and all other operating costs per the RFP.**
- C. There is no agreement of surety required.
- D. The proposal must address each of the Vendor's qualifications as described above.
- E. The proposal must demonstrate the Vendor's willingness and ability to comply with the terms of this procurement and any attachments hereto.
- F. The County is open to all proposals which can meet the intent of this RFP and provide a quality healthcare program at an efficient cost. Alternate proposals shall

clearly indicate variance(s) from the specifications of this RFP. Substantial variances may result in rejection of the proposal. If the proposal submitted is not a cost-plus management fee-based model, but rather a single price model of comprehensive care model, the all-inclusive cost must be provided for the two-year base and four one-year extensions.

**G.** The proposal must be clear, concise, organized and responsive to the specifications. The Vendor should avoid elaborate artwork and graphics, bulky volumes or any other artifice that does not directly affect the contents of the proposal.

**H.** The proposal must include a company history, current corporate structure and resumes of the following executive positions, including any relevant executive positions of affiliated companies.

1. Chief Executive and Chief Operating Officer.
2. Executive Vice President.
3. Area Vice President and/or Regional Manager/Supervisor with direct responsibility for contractual oversight and supervision of the site Health Services Administrator.
4. Corporate Medical Director and/or Regional Medical Director with direct clinical oversight of the site Medical Director/site providers.
5. Site Medical Director (Exact on-site staff may not be known at time of proposal submittal and actual candidates may require pre-approval by the County).
6. Utilization Manager/Case Manager/UM contractor assigned to the site.
7. Site Health Service Administrator (H.S.A). Exact on-site staff may not be known at time of proposal submittal and actual candidates may require pre-approval by the County.

**I.** The proposal must include the following contractual and legal action history for the past two (2) years, including history of any affiliated companies.

1. List of all current contracts with other facilities/agencies.
2. List of all contracts that have been terminated or cancelled prior to contract expiration and include the rationale for each termination.
3. List and explain all litigation claims for payments not made for off-site hospital care, whether open, closed and/or settled.

4. List and explain all lawsuits involving inmates, or their families, that were settled or judgment was entered against the proposing company or affiliated companies.

### **III. COST PLUS MANAGEMENT FEE CONTRACT**

The contract between the County and Vendor is preferred to be a Cost-Plus Management Fee contract. The Vendor shall propose a management or administrative fee which shall include all corporate and regional program support, including all programs, policies, reporting, recruitment, supervision, payroll, accounts payable, overhead, profit, etc., as determined necessary to support this contract. Additionally, the management fee shall include all Utilization Management (UM) systems, case management and personnel who will be involved with community provider negotiating and contracting, claims processing & payment, and real time data access. The County will not process any direct provider payments or pay for said service as an additional cost. The management fee will be an annual cost that will be paid in 1/12 increments each month. The management fee will be a fixed cost annually. **The Vendor must clearly include in the proposal what services are included as part of the Management Fee. See Worksheet.**

All Vendor costs directly associated with site operations shall be known as the “pass-through” costs. These pass-through costs include labor, supplies, services provided directly by the Vendor and those services subcontracted out to various other healthcare providers (e.g. hospitals, physicians, specialists, pharmaceutical company, etc.). All pass-through costs shall be reimbursed to the Vendor on a monthly basis. To clarify, the vendor first pays appropriate invoices and then submits the paid invoice to the County as a pass through for reimbursement. The Vendor shall provide full disclosure of all costs and see that all accounting practices are consistent with Generally Accepted Accounting Practices (GAAP). Full disclosure of pass-through costs shall be included as a condition of this contract. The County reserves the right to require specialized reporting during the contract.

To summarize the cost-plus management fee contract model, the county assumes the majority of risk for healthcare services and reimburses for direct healthcare services and medical supplies. In return, the medical vendor submits a management fee which includes corporate overhead and profit. The proposed Management fee should reflect a lower cost as a result of reduced contractual risk for the vendor. The County has had success with this model in the past and recognizes national correctional health services vendors will be more interested in a jail with an ADP of 420, which is anticipated to rise to an ADP of 550, if risk is minimized.

### **IV. EVALUATION OF PROPOSAL**

A contract may be awarded to the Vendor, who in the sole judgment of the County provides the level of services and cost effectiveness determined to best meet the needs of the County. The right is reserved to reject any or all proposals if it is deemed to be in the best interest of the County of Minnehaha. While the County is always interested in saving tax dollars whenever possible, this interest must be weighed against the requirements of a satisfactory healthcare

program. Therefore, the reasonableness for cost will be reviewed not only for savings, but also for the probability that the proposed cost will foster a stable and high-quality program. The County reserves the right to ask Vendors to clarify proposals and contact others with regard to Vendor qualifications, capabilities and past/current performance.

**V. MANDATORY PRE-PROPOSAL SITE INSPECTION and QUESTIONS**

It is **mandatory** that each Vendor complete a site inspection and tour of the jail, to assure all responses reflect a complete understanding of the conditions, operation, location, equipment, requirements, space availability, and surrounding areas. Each Vendor will be expected to tour the facility to observe both clinical operations and jail operations. This tour can be conducted up to a maximum of six (6) hours. During any tour/site inspection there will be no recruitment of staff, direct observation of confidential clinical encounters, inquiries of proprietary nature or interference with staff activities. Vendor representatives should be competent and sufficiently experienced to observe operations and make proprietary decisions for proposal submissions. Any questions to medical staff will be limited to general activities that staff may perform or are performing. Vendors may not ask medical staff to explain procedures or respond in comprehensive terms. A senior security officer will be assigned to the representative team to ensure compliance with the rules and to respond to questions concerning security and inmate movement in the facility. Be aware the incumbent at their discretion may also provide a manager in the medical unit during tours. Any such manager will not be a part of the tour nor engage the tour. Site inspections will be conducted during the period of Monday, August 31, 2020 through Friday, September 11, 2020. Appointments for the site tour and inspection will be filled on a first-request basis. Only one vendor at a time will be allowed on-site. Warden Mattson will coordinate all site visits. The mandatory pre-proposal site tour and inspection must be completed by the close of business on Friday, September 11, 2020. No further site inspections will be conducted after September 11th. Any proposal submitted by a Vendor that did not complete the mandatory site inspection **will be rejected**. Due to current covid-19 concerns, all members on a tour of MCJ will be issued a mask which will be worn at all times while in the jail.

RFP questions shall be submitted in writing, by letter or email, to Warden Mattson with sufficient time to receive a response prior to proposal submission to the County of Minnehaha. No request for clarification or questions will be accepted after 12:00 noon (CST) on Friday, September 11, 2020. Questions with responding answers will be posted on the Minnehaha County website with the other RFP documents no later than 5:00 p.m. (CST) on Friday, September 18<sup>th</sup>, 2020.

The scheduling of all tours/inspections, including any and all questions shall be coordinated directly through the following sole facility contact:

Mike Mattson, Warden  
Minnehaha County Jail  
305 W. 4<sup>th</sup> Street  
Sioux Falls, SD 57104

Email address  
mmattson@minnehahacounty.org

The County reserves the right to issue a written addendum to address any material questions or revise specifications. **Questions will not be accepted in person or answered via telephone or fax.**

## **VI. CONTRACT PERIOD & PRICING**

This contract shall commence on January 1, 2021 and continue through December 31, 2022 (24-months). Each Vendor shall propose an annual Management Fee for the two-year (2) base period. Since all operational costs are passed through to the county for reimbursement, detail budgeting is not required other than the management fee, start-up costs, and employee benefits. Detailed budgeting will be required if submitting an alternate proposal (and not cost-plus) to the County.

- The Management Fee will be detailed as a total cost on the attached worksheet. Failure to submit the worksheet and total cost is a disqualifying error and cannot be corrected after the bids are opened.
- Start-up costs will be detailed as a total cost on the attached worksheet. Failure to submit the worksheet and total cost is a disqualifying error and cannot be corrected after the bids are opened.
- Staffing will be based upon the matrix provided. Upon award, employee information will be provided to the successful bidder. This information will include the hourly wage and other compensation paid to each employee. No bidder will pay any current employee less than their current wages. It is the intent of the County to keep each employee whole. In addition, the successful bidder will maintain the existing hire date for merit reviews and PTO time and not subject employees to a group hire date of January 1, 2021. This won't apply to employees not currently employed by the incumbent.

As pointed out above, it is the intent of the County to keep employees whole. One variable unknown to the County is the cost and quality of employee benefits. Each bidder will provide detailed information and cost of employee health insurance to include what portion of medical, dental, psych, pharmacy and optometry expense will be passed

through to the County as well as deductibles and co-pays the employee will be financially responsible for.

- Each bidder will provide their policy on paid time off, sick leave, personal leave and holiday leave.

Do not estimate the cost of off-site care, or hospitalizations. Do not reach out to community providers for discount or networking purposes. The County has historically low rates in place and does not want any bidder contacting the area hospitals to negotiate. As this will be a cost-plus management fee contract, vendors are reminded that all costs being passed through to the County are to be transparent. Be aware that failure to include all required costs in your proposal could be reason for pass-through rejection up to and including contract termination.

The contract may be extended at the option of the County of Minnehaha for a 12-month period beginning January 1, 2023 through December 31, 2023, with a second extension for another 12 month period beginning January 1, 2024 through December 31, 2024, with a third extension for a final 12-month period beginning January 1, 2025 through December 31, 2025 and a fourth extension for a final 12-month period beginning January 1, 2026 through December 31, 2026. During any extension period, the management fee pricing shall not to exceed 2.5% from the previous year.

## **VII. SCOPE OF WORK**

The Vendor shall provide for the delivery of comprehensive medical, dental and mental health care of all inmates lawfully committed, including contracted (per diem) inmates. The Vendor shall be the sole supplier and coordinator for all healthcare programs affecting the Jail facility, and as such shall be responsible for the implementation of all necessary & reasonable care for the term of the contract. The Vendor shall also be responsible for compliance with any court orders or legal directives regarding health care services. (There are none at this time.) At any-time the County may change and/or require additional services to be included as a part of this contract. As an example, and as a result of the Covid-19 pandemic, this could include additional intake labs, vitals, vaccinations, or any other activity deemed necessary by the Warden. Further the County could expand any service to include County or contracted staff working at the jail. Any additional costs would be authorized as a pass-through expense.

- A. Clinic Operations:** The Vendor shall operate the clinic 7-days per week, including Sundays and holidays for necessary screenings, treatments, history & physicals (H&P's) prioritized sick call, urgent care and withdrawal management. In South Dakota, RN's can complete well physicals.
- B. Accreditation Standards:** MCJ is accredited by the National Commission on Correctional Health Care (NCCHC). By responding to this Request for Proposals, the responding Vendor verifies that it has read and understood the medical standards established by NCCHC for adult jails. It is further understood that by responding to this RFP, the responding Vendor intends to design and maintain a healthcare delivery system which meets or exceeds the minimum medical standards established by

NCCHC. The Vendor shall also perform any required or appropriate health related inspections as they relate to these standards.

The County shall schedule and pay separately for the accreditation cost, including any between-year mock surveys requested by the County. The Vendor shall cooperate with any audit team and implement any reasonable corrective action/measures requested by the audit team and/or the facility. In the event of a dispute with any compliance standard between the Vendor, and NCCHC, then the appropriate accrediting entity shall review and make the final determination.

- C. General Staffing Requirements:** The County has provided as an attachment to these specifications, a staffing matrix for all healthcare positions, including shift, hours and backfill requirements. **All Vendors shall submit their proposal based upon this matrix only. If you submit a proposal with a different staffing configuration, it shall be submitted as an alternate proposal for consideration. You must still provide a proposal based upon this RFP and staffing matrix. All alternatives will require accompanying budget and financial forecasting and/or justification as to why this is a better delivery model**

Vendors shall submit company policies on paid time off, including vacation, sick, personal and holidays. This is critical information for the County to be able to evaluate employee benefits and the associated costs which vary from one company to another. As all site labor costs are a direct pass through, these costs must be clearly discerned in the evaluation process. There shall be no waiting times for the start of any employee benefit programs for existing medical staff, including 401k. All employee benefits will begin with the first day of the contract. Matching existing employee benefits, if possible, will be important to the County. If your company 'pools' components of employee benefits, be sure to highlight those items that are pooled and indicate all proposed costs to the County.

**Resignations/payouts:** When ending employer/employee or subcontractor relationships, companies often times make a separation agreement which includes a cash payout in lump sum or payment over a period of time. Be aware that there will be no pass-through cost to the County associated with any payout to a vendor's employees or subcontractors unless the County has previously agreed to the terms.

**Meal breaks:** Time is allotted for medical staff to have a meal break outside of the secure perimeter of the facility Medical staff may eat these meals, 'brown bag' their meals or have delivery made to the jail. To ensure inmate safety, no more than 1 contracted medical staff may leave the premises for meals at any particular time. All staff members will be afforded opportunity to eat their meal during an uninterrupted meal break, unless and except for emergent situations.

1. **Staff Orientation:**

a. **New Employee Orientation** will consist of a two (2) week (80-hours) customized orientation program to familiarize the new employee to the county medical operations. New employee orientation will be reviewed and coordinated with the County prior to start-up. Note that four (4) hours of this orientation will be security orientation and training. If your proposal includes a new employee orientation in excess of two weeks, your proposal must note this as an exception and be included in the proposed budget. Any and all orientation expense in excess of the proposed program will be borne by the Vendor and not allowed to be a pass-through. In other words, hiring an employee that for whatever reason takes 3-plus weeks to complete orientation, will be done at the vendor's expense after the initial two week/80-hours.

b. **Existing Staff Orientation** consists of an abbreviated orientation you intend to give to medical staff retained from the existing contract. (Incidentally, your proposal must include costs associated with the number of hours required to orient existing medical staff as well as any paid time for existing staff to complete company forms, applications, etc. These costs must be considered and included in your Start-up costs.)

2. **Recruitment:** Recruitment costs for start-up should be listed as a separate start-up expense. After go-live (January 1, 2021), recruitment will be passed through as a monthly line item. It is expected each Vendor will thoroughly execute due diligence in performance of a local salary survey resulting in the Vendor carefully budgeting for recruitment of staff. The Vendor will regularly examine the local market to remain competitive in an effort to meet the County's expectation of maintaining full staff allotment.

3. **Overtime:** It is the Vendor's responsibility to staff and schedule the contract appropriately. In the event of a shift shortage, it is expected the Vendor will call PRN staff prior to granting overtime (OT) to staff already on site. Casual OT (staff swiping in early or remaining past the conclusion of the shift) is not allowed and will be monitored and managed by the Vendor. The Vendor is expected to take appropriate action to correct casual OT. Overtime will be closely monitored and the Vendor is expected to aggressively manage overtime. Only OT that is pre-approved by the H.S.A. or Director of Nursing (DON) and justified is reimbursable. If it is determined the vendor is not retaining/recruiting staff as agreed, properly scheduling, or is becoming dependent on limited staff for coverage, the County reserves the right to implement a

reasonable OT level for which it will reimburse the vendor for OT costs. Once that level is exceeded, the County will only reimburse the vendor straight time, with the vendor absorbing the additional (OT) costs.

4. **Agency usage:** Contracted labor (e.g. agency nurses) is not a solution to meeting staffing requirements of the contract. Currently, there is an excessive amount of agency usage due to a nursing shortage in the area. This new contract specifies that the County will allow a maximum of one and one-half (1.5) FTE (60-hours) per week of Agency nursing (RN/LPN) or med tech staffing as a pass-through cost. In the event agency staff are utilized in excess of this weekly level, the County will only reimburse (allow as a pass-through) the straight hourly wage (with no benefits) for the position. This rate is known as the PRN or per diem rate. The Vendor will absorb the additional costs over and above the PRN rate for any positions filled by Agency staff in excess of 1.5 FTE (60-hours) per week. This is done to discourage the use of agency staffing and encourage quality recruitment and retention of employees. Under no condition will the County allow as a pass-through any travel, food or lodging expense associated with agency use.
  
5. **Backfill:** Backfill of a clinical provider position (physician, nurse practitioner, physician assistant, psychiatrist or dentist) is the operational responsibility of the vendor. A locums provider can be used however the County will only allow as a pass-through the hourly rate equivalent to the current salary of the position being backfilled. The County will not allow as a pass-through any travel, food or lodging expense associated with a locums provider. If the provider backfill is from another vendor site or should corporate support be used to backfill, the county will pay the hourly rate equivalent of the position being backfilled as described above but the travel, food and lodging expense is the financial responsibility of the vendor.
  
6. **Time Keeping:** A time keeping system for MCJ is at the discretion of the vendor. If a time keeping system is proposed, include this installation and cost as a start-up cost. If a time keeping system is installed, all staff will comply with time keeping policy and procedures and swipe in and out timely on each shift. Early and/or late swipes without pre-approved OT authorization will not be reimbursed by the County. Vendors will be required to submit a copy of their time keeping reports and/or complete a weekly staffing report to the County.
  
7. **Wages:** Vendor will conduct an area salary survey of all positions listed in the staffing matrix prior to the start-up. The Vendor is responsible to ensure qualified and sufficient staff are recruited and retained to staff health care operations in accordance with the staffing matrix provided.

**D. Position Specific Staffing Requirements:**

1. **H.S.A. (Health Services Administrator)** shall function in a clinical capacity as needed per work-day and administratively for the remainder. It is expected the H.S.A will be actively on the floor monitoring all components of the clinical operation and ensuring staff are fulfilling their responsibilities and duties. In South Dakota, an RN may perform intake physicals. Consequently, the H.S.A. may end up doing sick call and/or completing health assessments.
2. **Director of Nursing** shall manage all components of clinic operations and oversee clinical nursing staff. They shall function in a clinical capacity for at least five (5) hours per work-day and administratively for the remainder. In South Dakota, an RN may perform intake physicals. Consequently, the H.S.A. may end up doing sick call and/or completing health assessments.
3. **Medical Director / Physician** shall be on-site at least five (5) days per week with a minimum of forty (40)-hours of coverage provided (total provider coverage) without regard to weekends and/or holidays. Total provider coverage can consist of a combination of MD/CRNP/PA hours. The County does require continuity in patient care and the providers must be consistently scheduled. There must be a Medical Director assigned who is responsible for health care and be on site at least four (16) hours **per month**. At a minimum a Certified Registered Nurse Practitioner or Physician Assistant shall provide backfill coverage for all scheduled leave time.
4. **Nurse Practitioner / Physician Assistant (NP/PA)** on site hours can be included as part of the total provider hours.
5. **RN Charge** shall manage all components of clinic operations when the DON or H.S.A. are not on site. This position shall also complete intake physicals and oversee nursing sick call.
6. **LPN Nurses** shall be present in the clinic to assist in obtaining vital signs, reviewing all physician orders prior to the patient leaving the clinic, ensuring lab work is obtained while the patient is in the clinic, taking off orders, keeping the patient flow efficient, passing medications, performing medical intake screening and verifying medication compliance for bridge medications.
7. **MH Clinician** will be appropriately credentialed and licensed to provide mental health services in the correctional setting.

8. **IV Certified Nurses** are preferred by the County. The Vendor shall make IV certification and training available to all nursing staff to ensure there are IV certified nurses available on (to) all shifts 24/7.
9. **Medical Records Clerks/Administrative Assistant** shall be filled during the day shift. Preference will be for a Certified Medical Assistant (CMA) or Certified Nursing Assistant (CNA) who could assist in the clinic area as required.
10. If the vendor intends to provide additional on-site support other than required visits and travel, (e.g. monthly or quarterly on-site visits by the corporate medical director, mental health director, nursing director, etc), then state the intended visits in this section and list any salary and travel expense associated with these visits on the Required Travel Worksheet. The visits are fine however these costs must be disclosed.

**11. Position Backfill:**

- a. With the exception of the HSA, DON and Medical Records/Administrative Assistant, all positions will require daily/weekly backfill to ensure contractually required hours are provided. Positions requiring backfill have been annotated with a single asterisk (\*) on the staffing matrix. At no time will these positions go unfilled.
- b. The HSA, DON and Medical Records Clerk/Administrative Assistant may be vacant without backfill for routine leave time but not at the same time. Additionally, any absence of these positions over 2 weeks (10 business days) in duration, regardless of reason must be backfilled. The HSA can be backfilled by a qualified RN or regional/corporate support. Under no condition will the County reimburse the Vendor for an H.S.A, DON or Medical Records/Administrative Assistant who is off in excess of 2-weeks at a time. To clarify, the County will not pay double for either of these positions (e.g. 12-weeks paid leave (e.g. FMLA) for the employee and 12-weeks pay for the backfill), regardless of the reason. If the backfill is by regional or corporate support, the vendor can pass-through the hourly rate of the position being backfilled or the travel and lodging for the backfill, but not both. This also applies should a vacancy occur.
- c. Some clinical positions will have leeway in backfill. It may be difficult to have a physician backfill for a Medical Director who has called out sick. It is expected that the CRNP or PAC will provide some type of coverage to ensure critical needs are met. Positions annotated with a double asterisk (\*\*) fall into this

category. It is expected the hours will be provided or made up within a week at the discretion of the County.

- d. For all positions annotated with a single (\*) or double (\*\*) asterisk, continual and/or periodic failure to provide the services due to vacancy may result in a charge-back. Full-time vacant positions unfilled in excess of four weeks (160-hours) or six weeks (120-hours) for part time staff may result in a charge-back of \$400 per scheduled day for providers (physicians, NP/PA, psychiatrist, dentist) and \$200 per scheduled day for all other staff. This liquated damage is to ensure vendors are capable and fully engaged in recruiting and maintaining competent medical staff. Although corporate support and backfill of a position is anticipated and expected, the County will not accept as a break in the consecutive hour count an occasional backfill from corporate or another site that appears to be sent to break the consecutive calendar count rather than being a short-term solution until replacement staff can be recruited. Again, quality recruitment and retention of employees is a priority.

- E. **Mental Health:** Inmates will need to be moved from suicide watch or constant observation as suicide and constant observation cells are limited. Therefore, the Vendor will establish procedures in which mental health staff will review all suicide watch and constant observation patients in order to authorize the removal of patients clinically cleared to be moved from the suicide watch or constant observation units (Please note that the Vendor may utilize Telemedicine as an option to meet this and all mental health needs. If telemedicine is proposed, include any start-up costs.)

The County adheres to a policy that medical and/or correctional staff after normal mental health business hours may place an inmate into suicide watch. Only the medical vendor shall clear the inmate from suicide watch. Occasionally, an inmate on suicide watch may make bail after hours. This presents a concern and liability for the County. In such instances, the medical vendor will be responsible to make an immediate determination as to whether the inmate is safe to release and will communicate that assessment to the Watch Commander. If the clinical assessment finds the inmate remaining at imminent risk for self-injurious behavior then medical will work with the Watch Commander to have an emergency mental health hold placed on the inmate or to have him brought to the emergency room upon release.

The Vendor shall specify a program of individual and group counseling services that will be provided as part of the overall mental health services program.

The Vendor may subcontract mental health and counseling services, however subcontracting those services is not preferred. Subcontractors will need to be a fixed cost in the proposal and clearly budgeted as a pass-through cost if this option is proposed. If the Vendor proposes to utilize said service by a subcontracted provider,

then the Vendor must provide with the submitted proposal, the subcontractor's name, address and service description. Proof of insurance & indemnification will need to be provided prior to go-live. The subcontractor must comply with any and all other requirements included within these specifications.

- F. **Dental:** It is required that the Vendor provide on-site dental services with a licensed dentist for the required weekly hours. Services to be routinely performed by the dentist shall include restorations, extractions and treatment of dental emergencies.
  
- G. **On-Site Specialty Care:** The Vendor shall provide on-site specialty care as needed. Upon contract award, service agreements shall be made with each specialty provider to include arrangements for urgent care at their respective office/clinic. Specialty care includes:
  - 1. Orthopedic
  - 2. Obstetrics and Gynecology
  - 3. Infectious Diseases
  - 4. Physical Therapy
  - 5. On-site X-ray (3-clinics per week).
  
- H. **Network Development:** The Vendor will be responsible to create a network of community providers for both on-site and off-site medical services. Community vendors will be paid at the Medicaid rate unless specific rates for a high demand specialty are required. Timely payment of hospital invoices and community providers is a requirement of this RFP and is addressed elsewhere
  
- I. **Pharmaceutical Management:** The Vendor shall provide all pharmacy utilization and management. All costs associated with pharmaceuticals will be the responsibility of the Vendor and passed through to the County. This includes all over-the-counter (OTC) and IV medications. Compliance with all state law and regulations is the responsibility of the Vendor. The name of the subcontracted pharmaceutical provider must be submitted with the proposal. The pharmacy company will provide delivery service a minimum of six (6)-days per week. Arrangement with a local pharmacy must be provided to ensure availability of urgent/emergent drugs on a 24/7 basis. The County would encourage the use of a local pharmacy vendor if pricing, reporting and service is equitable to the vendor's national contracts. All prescription medications shall be provided on a patient specific and/or stock basis. All medications shall be documented on an inmate specific Medication Administration Record (MAR) at the time each medication is passed/dispensed. CorEMR has this functionality. The County is open to a 'controlled' keep on person (KOP) program.

All controlled substances shall be strictly accounted for.

There must be a system in place to ensure non-formulary drugs are appropriately reviewed prior to pharmacy fulfillment and delivery. Electronic processes are favorable.

The County is interested in a 340-B program if applicable.

Pharmacy Cost and Utilization reports from the Vendor's pharmacy are a requirement of this RFP. The County will receive the same pharmacy cost and utilization reports the Vendor receives, including all financial information.

- The Vendor shall submit in their proposal the pass-through cost of the medication (e.g. Average Wholesale) and document any other costs associated with the cost per medication (e.g. packaging costs, administrative costs, management fees, delivery fees, etc.). Any hidden or undisclosed costs not provided in the proposal will be the responsibility of the Vendor to pay. Thirty (30)-days prior to go-live the vendor will provide the County with a site-specific formulary that will be used for the contract. The Vendor shall outline the 'returns' policy that will apply to the County, including detail on how return credits will be calculated. Describe in detail any medications (e.g. formulary, non-formulary, IV, HIV, partial blister packages, etc.) that do not qualify for return credit. Describe any limitations including minimum quantities that can be returned for credit.

The Vendor shall provide with the proposal, copies of all standardized report intended to be utilized and provided to the County on a regular basis to assist with monitoring pharmacy utilization and costs.

The following is a summary of financial responsibility for medications based upon inmate classification:

1. **County**: These inmates will receive medications from the site formulary and are the financial responsibility of the County. The Vendor will acquire all medications and pass the cost through to the County on normal monthly invoicing.
2. **ICE**: Most medications for ICE detainees are paid for by ICE. ICE does not reimburse for OTC's. Your pharmacy shall be able to bill ICE directly for medications. To ensure appropriate billing, the pharmacy shall provide the site with a form or mechanism to indicate an order is associated with an ICE detainee. There will be a place to annotate the ICE number (A-number) of the detainee.

ICE has their own reimbursement schedule for medications. The Vendor and their pharmacy subcontractor must agree to accept the reimbursement schedule of ICE. It incumbent upon each Vendor to contact ICE and inquire about pharmaceutical reimbursement prior to submitting a proposal. The

County will not accept as a pass-through any variance charges for ICE medications.

3. **U.S. Marshall:** Most medications for US Marshall (USM) detainees are paid for by the Marshall's service. Your pharmacy shall be able to bill USM directly for medications as outlined above in #2 ICE.
4. **SD State DOC Inmates:** Most of the DOC inmates housed at MCJ receive their medications directly from the DOC. DOC inmates coming in for court typically have their medications with them. In those instances when a DOC inmate is at MCJ awaiting a state bed, the County would be responsible for meds.

Identify and include any related costs (e.g. med carts) as start-up costs in your start-up worksheet. Delivery items (e.g. syringes, pill-cups, IV supplies) will be a pass through.

Pharmacy and Therapeutics Committee (PTC) meetings shall be held at least quarterly. The Vendor's pharmacist shall conduct an on-site inspection each quarter. A copy of the full audit report will be provided to the County and be discussed at PTC meetings. The on-site audit will include at least 1-hour of observation of med passes. PTC meetings can be conducted via conference call.

**J. Medication Administration:** All proposals must acknowledge that pre-pouring medications is not acceptable, is considered an unsafe practice that can lead to medication errors. All proposals will outline the training that will occur to all medication staff to ensure pre-pouring does not occur. All areas in the jail are accessible by the medication carts. Proposals will also outline in detail the training that will occur to medication administration staff to ensure appropriate documentation occurs at the time the medication is passed. Completing medication documentation at the end of a medication pass is an unsafe practice and leads to errors.

**K. Intake Process:** Medical intake screening by health staff will occur within 2-hours of an inmate's arrival into the facility or immediately if requested by admission Officers. Officers complete a brief receiving medical screening immediately upon arrival. It is required that medical staff screens each new admission timely to ensure medical needs are addressed.

In the event of a large admission group (e.g. community sting), it is expected that the Vendor will demonstrate flexibility and redirect additional staff to intake to assist in the processing activity. Likewise, peak processing times may cause a temporary or occasional backlog. It is anticipated the Vendor will demonstrate flexibility in assisting in backlog catch up. The solution may be as simple as sending a nurse over to assist during peak intake times. If at any time the County has more than six (6) admissions waiting for medical screening, qualified medical personnel will assist in the screening process.

Newly admitted inmates who refuse the medical screening process will be medically assessed at a minimum of once per hour until the formal intake screening is completed.

Inmates that show a significant change in behavior, will be medically evaluated promptly. CorEMR has an intake screening form. The County reserves the right to review and approve any changes to forms. The County opts at this time to screen all new admissions and to complete health history assessments and vitals on all new admissions on their arrival day and to conduct a physical within 14-days (J-E-04 Full Population). A Vendor may propose the Individual Assessment When Clinically Indicated (J-E-04 option B). If this assessment approach is proposed, detail how compliance will be maintained based upon limited staffing.

The County requests the receiving screening, health history assessment (not physical), oral screening, mental health screening and evaluation occur during medical intake screening. Purified Protein Derivative (PPD) shall be planted on new admissions within 14-days. The complete physical should occur within 10-14 days unless the Vendor proposes the Individual Assessment When Clinically Indicated approach. Note: Any new admission in need of immediate or urgent medical referral will receive such care when clinically indicated and will not wait until the time of the physical. Vital signs will be obtained in admissions during the intake process and again at the time of the physical. The Vendor may perform the physical at any time after arrival but prior to 14-days. It is anticipated that RN's will conduct the physicals and then be reviewed and countersigned by a physician. Physicals with significant clinical findings will be referred immediately to the responsible physician.

The Vendor will be responsible for utilization review of all Emergency Department and Hospital direct admissions/pre-booking injuries and illnesses in an attempt to return the offender to the institution as soon as clinically indicated.

- L. Drug & Alcohol Withdrawal:** Inmates reporting the use of drugs and/or alcohol at the time of the receiving screening must be evaluated at that time for alcohol and substance abuse and withdrawal management. Inmates placed on a substance or alcohol withdrawal protocol shall be monitored closely to include the checking of vital signs at least once per shift until cleared from the protocol. Vitals shall be obtained as clinically indicated based upon CIWA or COWS scoring. The Vendor must address and discuss their system to manage drug and alcohol withdrawal of new admissions.

The Minnehaha County Jail will also be starting a Medication Assisted Treatment (MAT) program during the course of this contract. This program will initially include identifying newly admitted inmates, who are participating in a community MAT program, and continuing medications prescribed as part of that program during their stay at the MCJ. The MAT program will also include initiating MAT to persons in custody who are screened and determined to likely benefit from such program.

Vendors submitting proposals should include their experience with MAT and intention on working with the County and community partners to start or continue any established program.

- M. X-Ray Services:** The Vendor will be responsible to provide onsite X-ray services at least three times per week. Stat X-ray's can be sent off-site as it will be difficult to find a mobile vendor to do this.

All radiology services will include over-read by a board-certified radiologist.

- N. Laboratory Services:** The Vendor will be responsible to provide on-site laboratory services for basic testing such as blood glucose, urine dipstick, urine pregnancy, and drug testing. The Vendor will also provide on-site phlebotomy services for collecting specimens for transport to the contracted lab. The Vendor must contract with a reputable and accredited laboratory with specimen pick up 6-days (Monday – Saturday) per week. The lab must provide stat services which include specimen pick up within one (1) hour of notification, and/or with a local lab testing facility within a reasonable driving distance from the County facility such as the hospital. Each Vendor must submit the name of the laboratory Vendor that will provide lab services at the facility.

**Note: Under South Dakota State Law, it is mandatory that a blood specimen is obtained for all DWI/DUI arrests.** The successful vendor's medical staff will be required to cooperate and obtain requested labs when a DWI/DUI inmate is brought to the jail. If your company's position is such that this fails to comply with NCCCHC J-F-06 (Forensic Information) you will need to explain how your health program will assist the County comply with state law. Inmates in this situation will not be brought to the hospital for testing. Blood specimen collection for all DWI/DUI arrests will occur immediately or as soon as possible upon arrival to the jail intake. MCJ is responsible to notify medical staff of an imminent blood draw for a DWI/DUI arrest. Please note whether your company will collect specimens pursuant to an issued warrant (non-consensual blood draw) or if only consensual phlebotomy services will be performed.

- O. Female Specific Services:** The Vendor must establish a full range of health care services specific to women. Services include but are not limited to pre- and post-natal care, child delivery, evaluation for and treatment of STD's and counseling programs. Healthcare provided to any new born/delivered child will not be the Vendor's responsibility.

- P. Call Back Service:** To reduce the use of County staff overtime and unnecessary use of hospital emergency department (ED) resources, the Vendor will create a financial incentive for the call back of appropriate medical providers to provide care and treatment during non-normal business hours. As an example, routine suturing resulting from an altercation could be handled in the jail and reduce the transport of one or more inmates to an ED. It is anticipated a list of PA's, CRNP's, and resident

physician's would augment the facilities permanent staff for this purpose. As a back up to call back, a contractual arrangement with an emergency service agency would be another way to provide emergency coverage during non-normal working hours (e.g. walk-in clinics, doc in the box, etc.). Telemedicine may also prove effective for triaging urgent matters that are beyond the scope of nursing staff.

- Q. Off-Site Care and Utilization Review:** Vendor will provide all off-site care and utilization review (UR) activities on behalf of the County to ensure all off-site care is necessary and appropriate. Off-site care which is elective in nature is not provided. Vendor shall have an electronic UR system/program/process in place that allows the vendor and site to monitor all off-site care (ED, inpatient, specialty appointments, ancillary testing, etc). Any communication between the approving authority and the site medical director shall be documented. An authorization number, if the care is approved, should be clearly annotated. The system will clearly document the status of a referral (e.g. open, pending, awaiting additional information, denied, alternative treatment recommended, approved, closed, released, etc). The system will document the offender status as county, state, federal, etc., for the purpose of assigning cost to the appropriate agency financially responsible for the services provided. The system will assign financial responsibility and have it tied into the corporate accounting system to ensure the Vendor doesn't pay for any care the County is not financially responsible for.

The UR system must be able to provide this information with screen views or print. The system must be accessible remotely by the County 24/7. Any necessary passwords to access the system are to be provided in accordance with this RFP. **The County strongly prefers an electronic system and not a process involving faxing and paper management.** The County will perform periodic reviews of the UR system/process. Include a detailed explanation of how your system or process will function. You are invited to include screen shots, standard reports available and any other information available for users to utilize.

The Vendor will assign a case manager to monitor all inpatient status care. The case manager will provide **daily** and timely feedback to the site on each offender in an inpatient status. Case managers will aggressively review inpatient services provided to expedite the return of offenders to the jail as soon as clinically indicated or when the same level of care can be provided in the jail. Case managers will challenge any unnecessary or inappropriate care provided, should this occur. Note any exceptions to this procedure in your response. The UM and case management processes put in place will be consistent with those processes in place at other Vendor sites. Through the electronic UR system, the case manager will be able to document UR updates on a daily basis for all inpatient care. Updates will be provided 7-days per week. The successful Vendor will ensure a case manager and/or regional medical director is assigned to review care on **weekend admissions**. Being a medium sized jail, we want the medical staff to have access to clinical support. The Warden and/or contract monitor will receive **daily** updates on inpatient care through remotely accessing the UR system and/or by site administration reports. **Each proposal will outline in**

**detail how your procedures will work at MCJ.** The cost for all case management shall be included within the monthly management fee. If your company outsources UM, then the fixed cost can be budgeted as a pass through but note that the cost must be fixed and the County will not exceed cost over what is proposed.

**Vendors ARE NOT to contact the hospital and negotiate inpatient hospital rates.** The County has an historical rate in place which will be used by the successful vendor.

The Vendor will not be financially responsible for any off-site care involving inmates who are SD State DOC, ICE, US Marshall or any other contracted or per diem inmate. Please note that each classification type may require specific notification procedures and forms which must be adhered to in order to have services pre-authorized. If those procedures are not adhered to, the responsible entity may not pay for the services authorized and any such cost will be paid by the Vendor. It is therefore the responsibility of the Vendor to ensure their staff knows authorization procedures for these payers and strictly follows them. The County will not reimburse the Vendor for any off-site service or unpaid medical bills resulting from the Vendor's negligence or omission in proper preauthorization and notification to the appropriate responsible agency.

If all or part of your company's utilization review process is performed by a third party, proposers must disclose all information about the agency in your proposal. All costs associated with utilization review can be passed through only if fully disclosed in the budget and proposal. However, the County prefers this expense be included as part of the management fee.

Prior to payment of all invoices for on-site and off-site care, all charges for services provided shall be submitted to the County for review and approval. Charge for services may be submitted to a Contract Monitor for review and approval, should the County decide to utilize a Contract Monitor. Only after County approval will your company issue payment for on-site and off-site services. Charges for care & services will be forwarded to the County weekly in batches for review. An excel spreadsheet format is preferred but the County will work with the vendors process in place. The County will compare invoices to information provided to ensure the bill belongs to the County. All invoices for services will be paid timely by the Vendor who will then submit a proper invoice to the county for reimbursement (as a pass through).

The County is very interested in your firm's success in managing off-site care. It is recommended that your proposal contain success stories from facilities similar in size to Minnehaha County that validate your ability to manage the care. Any such documentation provided from a facility will be considered a reference which the County may validate.

Should the County retain a Contract Monitor, the County's Contract Monitor shall have accessibility to site management, site medical director, corporate medical

director, and the corporate utilization management staff to discuss utilization and to participate in concurrent reviews. The vendor must agree to cooperate.

- R. Equipment, Instruments, & Medical Supplies:** All equipment, instruments, and medical supplies are the responsibility of the Vendor to provide and pass through the costs. Maintenance and repair of County owned medical equipment, including routine service due to normal wear & tear will remain the responsibility of the Vendor to pre-pay and pass-through in the monthly invoice. All equipment, instruments and medical supplies purchased through this contract immediately become the property of the County. Replacement of equipment required as a result of abuse, theft or improper use will be the financial responsibility of the Vendor.

All equipment recommended for replacement/upgrade or new equipment to be added with a dollar value of \$500 or greater requires pre-authorization by the County, even if budgeted. All equipment, instruments, and medical supply purchases must be within budget.

- S. Continuous Quality Improvement Program (CQIP):** The Vendor shall maintain a CQI program in accordance with professional standards. The Jail shall meet the comprehensive CQI program per NCCHC requirements. (Note ADP at MCJ > 500 inmates). Vendor staff will participate in CQI.

- T. Environmental Inspections:** The Vendor will participate in the monthly facility environmental inspection as requested. The HSA or designee shall conduct monthly inspections of the kitchen and laundry rooms on a permanent basis.

- U. Elective Medical Care:** The Vendor is not responsible for providing elective medical care. Elective medical care is described as medical care which in the opinion of the Vendor's Medical Director and utilization management department is not medically urgent nor threatens life or limb if withheld, nor causes the inmates' health to deteriorate or cause permanent harm to the inmates' well being. It is incumbent that the Vendor be aware of community standards which might influence elective medical care. The Vendor agrees to wholly indemnify the County from any clinical decisions regarding or criteria used in determining elective medical care.

- V. Telemedicine:** The costs of telemedicine equipment and telecommunications have significantly dropped in recent years. The equipment has become more user friendly and no longer requires specialized equipment or training. Major benefits to the County by utilizing telemedicine include improved security, reduced overtime for custody staff, and improved access to healthcare and specialty consultation. Mental health emergencies after hours as well as weekend clearance of suicide watch, and constant observation inmates is another benefit of telemedicine the county wishes to utilize. The County anticipates the use of telemedicine by the vendor. Please provide information on how your company's use of telemedicine will benefit the County. If proposed, include anticipated costs of the equipment, installation and ongoing maintenance as a start-up cost.

- W. Healthcare Records:** The Vendor shall maintain all healthcare records, including medical, dental and mental health records according to NCCHC and Joint Commission standards. The County owns a version of CorEMR. The vendor will use Cor unless a different solution is approved.

All healthcare records are the property of the County.

- X. Medical Diets:** The Vendor shall be responsible for ordering all medically necessary diets. The Vendor will not be responsible for religious, preference or any other type of diets.
- Y. Prosthetics:** The Vendor may be required to provide medically necessary prosthetic devices. These devices include and are strictly limited to eyeglasses and hearing aids only. Any other requests will be reviewed on a case by case basis.
- Z. Vaccines and Immunizations:** The Vendor is responsible for providing flu vaccination for all medically at-risk inmates. Administration will occur within normal time guidelines set by CDC. The Vendor is also responsible for providing tuberculosis screening for all inmates.
- AA. Oxygen:** The Vendor shall provide and maintain a reserve of oxygen to be available on-site for both emergency response and chronic care or pulmonary crisis.
- BB. Inmate Co-Pays:** At this time the County does not assess co-pays. If this policy changes, it is expected the Vendor's staff will process or charge inmates according to policy and procedures on a daily basis.
- CC. Training:** Please include a copy of your nursing new hire orientation checklist, and monthly or quarterly CME training schedule for all licensed full time staff.

Registered Nurses are to be IV certified. Budget appropriately for training staff.

From time to time, Vendor staff may be required to participate in officer training and/or address medical issues in roll call.

- DD. Medical Transportation:** The County will provide security as necessary and appropriate in connection with the transportation of any inmate between the facility and any other location for off-site services. The Vendor shall coordinate all medical transportation, including ambulance transport for non-911 transport. Any charges for medical transportation via ambulance will be allowed as a pass through cost.
- EE. Biohazard / Medical Waste:** The Vendor shall ensure all biohazard waste is handled and disposed of in accordance with state and federal regulations governing

biohazard waste. The Vendor shall also be responsible for all annual registrations with state and federal agencies as required.

- FF. Emergency Response Plan:** The Vendor will have necessary equipment immediately available for on-site emergencies. Vendor staff will be knowledgeable of and fully trained on emergency response as well as the location of emergency response equipment. A checklist of said equipment shall be created and maintained to document preparedness. Checklist will be monitored on a weekly basis and will be an agenda item in the bi-monthly CQIP meetings. It is recommended that equipment be 'tagged' with break-a-way seals and numbers to enhance efficiency and inventory control.

The Vendor shall also create and maintain a chest of appropriate medical supplies for mass disaster, and secure same in an agreed upon location within the facility. This chest will be inventoried quarterly with a report provided to the Warden. Meaningful man-down-drills will be practiced yearly in accordance with NCCHC standards. Meaningful mass disaster drills will be practiced annually or in accordance with NCCHC standards. All drills will be coordinated with appropriate custody staff with complete critique of response.

- GG. Visitor and Employee Care:** The Vendor shall provide emergency medical treatment to visitors and County staff as necessary. This care would be emergent in nature until the patient can be transported to a local ED.
- HH. Cooperation with Public Health:** The Vendor shall cooperate with any and all community public health officials, and any inspections of the County facilities.

## **VIII. MISCELLANEOUS CONDITIONS**

- A. Start Up:** Detail your start-up plan and time-line. Include names of corporate personnel responsible for each part of the plan and expected times on site. Budget and include all start-up costs, corporate wages and travel associated with start-up as the start-up line item. Be accurate and be thorough. The County will not reimburse for start-up costs exceeding proposal estimates. As an example, do not charge for start-up team member salaries and travel unless you have included those costs in your proposal and they are not included in the Management Fee.
- B. Invoice payment:** The County will not tolerate an off-site bill paying system which routinely engages in payment delay activities. It is absolutely essential that the Vendor exercise prudent business practices with the timely payment of all off-site care rendered. It is essential no bad relations occur with community providers, particularly the hospital, over poor payment practices. It is strongly recommended that bidders unable to review invoices and send payment within 30-days of invoice receipt not respond to this RFP. Additionally, the County may terminate the contract for cause as a result of poor payment history.

- C. Staff Uniform:** All Vendor staff on-site shall be appropriately uniformed in scrubs with company logos for identification purposes, and display proper facility issued ID cards at all times.
- D. Security:** The Vendor shall comply with all facility security requirements, rules and regulations.
1. All on-site staff, including subcontracted staff, shall have security background checks performed by the County prior to clearance into the jail. Vendor's employees and candidates shall cooperate or be denied access to the facility.
  2. All on-site staff, including full-time, part-time, medical staff and subcontractors shall be required to complete an institutional security orientation approximately 4 hours in duration provided by MCJ prior to starting/providing any service. Specialists or subcontractors providing limited on-site service hours may be required to complete an abbreviated orientation, on a case-by-case basis.
  3. All on-site staff, including subcontractor staff shall be subject to periodic and/or unscheduled background checks, and vehicles/property searches throughout the contract period.
  4. The County shall have the right of refusal of any new staff as well as request replacement (immediate removal) of any existing staff based upon the above security checks. The Vendor shall maintain personnel files on all staff, including any subcontractors providing service on-site. The files shall include documentation of licenses and orientation. The County will have access to review these files if requested.
  5. All regular full-time and part-time staff on-site shall be screened for illegal substances according to the Minnehaha County Sheriff's Office random and reasonable cause testing policy, at the County's expense. Any positive results will require immediate and permanent removal from the County worksite. The Vendor will be responsible for backfill to ensure no lapse in coverage occurs.
  6. All on-site staff, including subcontractor staff, shall properly maintain and secure all instruments, equipment and space within the facilities at all times according to the County's policies and procedures. Missing equipment shall be reported to the Shift Commander. Missing equipment, supplies, or medications that could pose an immediate security or health risk will be reported to the Shift Commander immediately with no delay. The matter can be investigated after the notification to the Shift Commander.

7. All Vendor and subcontracted staff shall not issue any press or media releases without the expressed written consent and approval of the Minnehaha County Warden and/or Sheriff.
  8. The County reserves the right to interview any proposed medical staff prior to hire. The County will be included in the selection process for all key medical staff.
- E. Proposal Preparation Cost:** The County of Minnehaha accepts no responsibility for any Vendor expenses, including travel incurred while preparing and responding to this proposal. Any and all related expenses shall be borne exclusively by the Vendor.
- F. Contract Monitor:** The County reserves the right to retain a Contract Monitor. The County will have periodic reviews by a separate and independent contract monitor to ensure compliance with the contract, including accreditation standards, ensuring staffing and hour requirements are being properly maintained, reviewing grievances and reviewing all costs associated with the contract. The Vendor shall cooperate in all such reviews.
- G. Vendor Invoicing & Payment:** The Vendor shall invoice the County in equal monthly installments and through a ‘true-up of pass-through expenses for previous month’s expenditures. The true-up shall be submitted within thirty (30) days for services rendered during the prior month. The County will require detailed supporting documentation for each monthly invoice.
- H. Fines / Liquidated Damages:** The County does not intend to establish an adversarial role with the medical Vendor; however, some baseline damages must be in place to ensure compliance with the contract. The Vendor may be assessed liquidated damages as specified below for failing to meet contract requirements. Any and all damages shall be deducted from the Vendor’s monthly management fee.
1. For all positions annotated with a single (\*) or double (\*\*\*) asterisk, continual and/or periodic failure to provide the services due to vacancy may result in a charge-back. Full-time vacant positions unfilled in excess of four weeks (160-hours) or six weeks (120-hours) for part time staff may result in a charge-back of \$400 per scheduled day for providers (physicians, NP/PA, psychiatrist, dentist) and \$200 per scheduled day for all other staff. This liquated damage is to ensure vendors are capable and fully engaged in recruiting and maintaining competent medical staff. Although corporate support and backfill of a position is anticipated and expected, the County will not accept as a break in the consecutive hour count an occasional backfill from corporate or another site that appears to be sent to break the consecutive calendar count rather than being a short-term solution until replacement staff can be recruited. Again, quality recruitment and retention of employees is a priority.  
(Please note that vacancies backfilled by corporate staff and/or other site personnel are at the expense of the vendor. The County will accept as a pass-

through reasonable salary amounts or travel, lodging and per diem but not both.

2. The County will not tolerate an off-site bill paying system which routinely engages in payment delay activities. It is absolutely essential that the Vendor exercise prudent business practices with the timely payment of all off-site care rendered. In the event a trend or pattern of untimely payments is identified (as defined by ten or more instances within a given month in which an invoice for off-site services is not paid within 90-days of the date of service), the County will assess damages to the Vendor of \$100 per day for each invoice that remains unpaid past the 90-days from the date of service. Additionally, the County may terminate the contract for cause as a result of same. The County prefers a payment system that can accommodate an invoice review, issue a batch review for County approval, and cut a check within 30-days of invoice receipt. (Note: This damage does not apply to invoices being challenged or invoices sent untimely to the medical vendor. Be aware though, it is not acceptable to engage in challenges on a high percentage of invoices or deem an invoice as 'unclean' unless detailed supporting documentation is provided to the vendor. This will be interpreted as delay tactics and is unacceptable to the County.

3. Inability to Meet or maintain NCCHC Accreditation will result in liquidated damages of \$50,000 per incident.

- I. **Third Party Reimbursement:** The Vendor shall seek any applicable third-party reimbursements for health care services provided to inmates (e.g. Workers Comp, MVA liability, etc.). The Vendor shall return to the County any payments received without deductions or cost. The Vendor will also be required to assist the County in documenting reimbursable charges for our per diem inmates.
- J. **Off-Site / Specialist / Subcontractor Payments:** Prompt payment of all invoices is a requirement of this RFP. It is imperative that the community's perception of the Minnehaha County Jail (MCJ), Minnehaha County Sheriff's Department, and the County of Minnehaha be associated with the highest level of integrity in payment of all proper invoices, particularly for care provided in the local community.
- K. **Corporate Visits:** The following are the minimum corporate personnel visits for each twelve (12) month contract period and are not construed as part of the start-up process. The Vendor shall propose a budget to cover these minimum site visits within the budget travel line item. The details and expense will be listed on the Required Travel Worksheet. Vendors may propose corporate on-site support as they see appropriate, however, bidders must disclose this travel and associated salary cost if the bidder intends to pass the cost through to the County.

Corporate visits not requested or required in this RFP are at the discretion of the Vendor but the travel expenses are not reimbursable as a pass-through. A copy of your company's customary expense reporting will be submitted with the monthly invoice for authorized travel. Any travel other than budgeted travel for start-up and required visits will not be passed through to the County. These costs will be borne by the Vendor unless specifically authorized by the County. This is to prevent the County from absorbing travel expenses that could be required to resolve site problems that are not the responsibility of the County (e.g. turnover, mismanagement, operational problems, client dissatisfaction, litigation, etc).

1. **Regional Manager/Regional Area Vice President:** Quarterly per 12-month contract and up to once per month if the need arises: Must attend four (4) quarterly MAC, CQI, & P&T meetings.
  
  2. **H.S.A. to Corporate Headquarters:** 1-visit not to exceed 3 days for the purpose of budget preparations, training, etc. Visits in excess of this limit for any reason (e.g. turnover, additional training, etc.) will be borne by the Vendor.
  
  3. **H.S.A. to NCCHC:** 1-conference per calendar year.
- L. **Travel:** Travel shall be budgeted as two-line items, Travel-Start-up Costs and Travel for Required Site Visits (Travel associated with H.S.A. to NCCHC conference will be budgeted in Travel-Required Site Visits.
1. **Travel-Start-up Costs:** All travel associated with contract start-up (airfare, mileage, accommodations, meals, per diem, etc.) shall be disclosed and listed as a line item in Travel - Start-up Costs. Budget any and all travel associated with the start-up to include all site visits, initial recruitment, training, orientation, client briefing on preparations, go-live, etc. Vendor will pass through actual travel costs associated with the site start-up, not to exceed the amount the Vendor has proposed. If Salaries/Wages of the corporate start-up team are to be charged to the County and are not part of the management fee, they will be appropriately included on the start-up budget and appropriate budget worksheets.
  
  2. **Travel-Required Site Visits:** The site visits (per Section K above) are required of the Vendor and must be budgeted. All travel associated with Travel-Required Visits (airfare, mileage, accommodations, meals, per diem, etc) shall be budgeted as a line item in Travel – Required Visits. Vendor will pass through all travel associated with required visits not to exceed the total amount the Vendor has budgeted. If Salaries/Wages of the corporate visitors are to be charged to the County, they will be included on the budget and

budget worksheets. It is anticipated these salaries will be part of the management fee unless otherwise stated per above.

A copy of your company's customary expense reporting will be submitted with the monthly invoice for authorized travel. Any travel other than budgeted travel for start-up and required visits will not be passed through to the County. These costs will be borne by the Vendor unless specifically authorized by the County. This is to prevent the County from absorbing travel expenses that could be required to resolve site problems not the responsibility of the County (e.g. turnover, mismanagement, operational problems, client dissatisfaction, litigation, etc.).

- M. Policies and Procedures:** The Vendor will have at a minimum, generic operational policies and procedures in place on the day of contract start-up. All policies and procedures will become site specific within 60-days of start-up. The County will review all policies and procedures prior to submission for the H.S.A., Medical Director and Warden's approval and signature. Medical policies and procedures will be detail oriented to the point a new hire could follow the procedures and successfully adhere to the policy. Policies and procedures will address the standards of NCCHC in a single manual.
- N. Indemnification / Insurance:** The Vendor shall indemnify the County of Minnehaha, the Minnehaha County Sheriff's Department, the Minnehaha County Jail, and their officers, agents, servants and all employees from all claims, actions, omissions, lawsuits, damages, judgments, charges, expenses or liabilities, including attorney's fees, arising out of the actual or alleged negligence or willful misconduct of the Vendor and its officers, agents, servants, employees or subcontracted staff. The Vendor shall expressly defend itself and the County against any such claims brought or actions filed. The Vendor shall provide the County a full copy of any claim or action within three (3) business days upon receipt. The Vendor will also disclose to the County within two-weeks, any Letters of Intent received from claimant representation that could result in litigation. No legal fees, litigation costs, court costs, settlements, travel, expert testimony, or any other cost associated with any such claim regardless of nature (e.g. inmate, employee, service providers, Minnehaha County, etc.) will be reimbursed to the Vendor or allowed to be passed through to the County. Nothing herein is intended to waive or forego any defenses that may be available to Vendor or County, including but not limited to sovereign immunity.
- O.** The Vendor shall be required to have professional liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The professional liability policy must cover the firm, its employees and subcontractors. If the Vendor's policy coverage is provided on a "claims made" basis, then the Vendor shall provide coverage for a "tail" period of three years following expiration or termination of the contract with the County. All 'tail' costs shall be included in the yearly budget as a line item in insurance. The County shall not make 'tail' payments after the conclusion of the contract.

If the Vendor uses subcontractors who are contractually responsible for their own professional liability insurance, such policies shall meet the minimum requirements as described above with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. If the Vendor's subcontractor coverage is provided on a "claims made" basis, then the Vendor and subcontractor shall provide coverage for a "tail" period of three years following expiration or termination of the contract with the County. All 'tail' costs shall be included in the yearly budget as a line item in insurance. The County shall not make 'tail' payments after the conclusion of the contract.

The Vendor shall provide MCJ with copies of professional liability coverage for the firm, employees and subcontractors. The County will not be financially responsible for any professional liability insurance associated with subcontractors. Subcontractor insurance policies will not be invoiced to the County as a pass-through.

The Vendor shall be required to have general liability insurance coverage in the comprehensive general liability form including blanket coverage with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The general liability policy must cover the firm, its employees and subcontractors. The policy shall name Minnehaha County as an additional insured.

The Vendor shall be required to provide Workers' Compensation coverage in the minimum amounts required by South Dakota Law. Other than the cost of workers' compensation coverage apportioned to this contract, the County shall not incur any costs associated with workers' comp including claims, lost time, settlements, attorney fees, modified duty or litigation or travel. If your company 'pools' risk companywide and charges a pro-rated amount to each site, clearly indicate this and propose the cost to Minnehaha County.

The Vendor will be required to provide certificates of insurance for all required policies before commencing work on the contract. The required policies must be in effect from the first day of the contract (including on-site start-up activities) and run continuously throughout the term of the contract and during any renewal or extension periods. The three year "tail" period of the professional liability coverage must be verified by the insurer. The Vendor and/or its insurer shall be required to provide the County within thirty (30) days written notice of any cancellation or non-renewal of a policy or substantive change in policy coverage. The County, in its sole discretion, may cancel the contract in the event such notification is not provided or a required insurance coverage is not provided.

- P. Reinsurance:** At its sole option, the County may or may not choose to purchase reinsurance. Therefore, a Vendor's ability to obtain strong rates is important. The Vendor shall be able to offer a reinsurance program to the County as part of the comprehensive contract service to mitigate risk.

- Q. Change in Scope of Work:** The County may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the contract management fee, or in the time required for performance of the work, an adjustment will be authorized by Amendment. The County may also at any time issue a Change Order (according to applicable state/county purchasing procedures) to make changes in the details or service level of work performed. The Vendor shall proceed with the performance of any changes in the work so ordered by the County, pending an agreement between the parties or a judicial decision establishing the increase or decrease in compensation due to the Vendor and/or other appropriate changes to the contract.
- R. Contract Termination:** This contract may be terminated without cause by the County of Minnehaha or by the Vendor upon 120 days' written notice. All such notices sent to either party shall be binding.

If the Vendor is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Vendor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if it repeatedly fails to supply sufficient skilled workers, or suitable materials or equipment, payments to off-site care providers or for labor, materials or equipment, or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or if it otherwise violates any provision of the contract documents, then the County without prejudice to any other right or remedy, and except in an emergency, after giving the Vendor and its surety, if any, a minimum of seven days from delivery of a written notice, may declare the Vendor in default and take possession of the project.

The Contract shall be subject to annual appropriation of funds by Minnehaha County. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Contract, then the County of Minnehaha shall be entitled to immediately terminate this Contract without penalty or liability.

- S. Alternate Dispute Resolution (Non-Binding Mediation):** If, during the course of the Agreement, a dispute between the County and the Vendor arises, the parties will participate, in good faith, in non-binding mediation. Mediation is intended to be an informal process for resolving disputes between the Vendor and County. Both parties shall act in good faith and exercises their best efforts to achieve a reasonable settlement of disputes. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for the purpose of mediation. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable

mediation firm. Any mediation firm so chosen shall present to the parties a list of at least five proposed mediators, along with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth or lower ranked person on each party's list shall be excluded from further consideration. Each party shall assign a score of "4" to their first choice, "3" to their second choice, "2" to their third choice and "1" to their remaining fourth choice. The parties score for each person shall then be added together. The person with the highest combined score shall be the chosen mediator. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, lacking such agreement, as may be determined by the mediator. Each party will bear its own costs of participation in mediation, and they will each pay one-half the costs of the mediator. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved; either party may terminate the mediation by written notice to the mediator and the other party. In that event, either party may submit the dispute to the Second Circuit Court of South Dakota, Minnehaha County, for adjudication. The Second Circuit Court shall have exclusive original jurisdiction of the dispute.

## **APPENDICES**

Appendix A: Three (3) Financial Worksheets (Required Site Visits, Start-up Costs and Management Fee).

Appendix B: Staffing Matrix for Jail Medical Staffing

**END**

## Medical Staffing Matrix

### Jail Healthcare Services

#### Day Shift

Position	Hrs/Wk	FTE
RN - Health Services Administrator	40	1.00
Medical Director	0	0.20
Director of Nursing	40	1.00
CRNP/PAC	40	1.00
RN Charge	84	2.10
RN	168	4.20
Administrative Assistant	40	1.00
Certified Medication Aide	56	1.40
Dentist	10	0.25
Dental Assistant	10	0.25
Total Hours / FTE - Day	488	12.4

#### Night Shift

Position	Hrs/Wk	FTE
RN Charge	84	2.10
RN	168	4.20
Certified Medication Aide	56	1.40
Total Hours / FTE - Night	308	7.7

### Jail Mental Health Services

#### Day Shift

Position	Hrs/Wk	FTE
Psychiatrist	9	0.23
MS Clinician/LSW	120	3.00
Total Hours / FTE- MH	129	3.23
Total Hours / FTE	796	23.33



## Start-Up Costs Worksheet

As part of your proposal you are required to disclose your start-up team and the amount of time estimated to be on site. Include all start-up costs you propose to pass-through to the County. Provide details for each including hours and rate. You may expand this worksheet

**Recruitment Costs and orientation of New and Existing Staff** \$ \_\_\_\_\_

**On-site Corporate/Regional Mgt start-up activity and orientation** \$ \_\_\_\_\_

**On-site Corporate/Regional Medical Director start-up activity and Orientation** \$ \_\_\_\_\_

**On-site Corporate/Regional Mgt Nursing start-up activity and Orientation** \$ \_\_\_\_\_

**Other** \$ \_\_\_\_\_

**Other** \$ \_\_\_\_\_

**Corporate Salaries of Start-up Team to be passed through to County. If all corporate salaries are included in Management Fee, then indicate \$ 0.00** \$ \_\_\_\_\_

**Travel Associated with Start-up Team**

Airfare	\$	
Mileage	\$	
Parking	\$	
Rental Cars	\$	
Accommodations	\$	
Meals	\$	
Per Diem	\$	
Entertainment	\$	
Tips	\$	
Other	\$	
Other	\$	\$ _____

**Pharmacy (e.g. Carts, locks, paper supplies, other, etc) List expenses** \$ \_\_\_\_\_

**Admin equip (fax, copier, shredder, scanner, timekeeping, etc) List expenses** \$ \_\_\_\_\_

**Equipment purchase/lease - List expenses** \$ \_\_\_\_\_

**Other Start-up Costs (Attach list and disclose)** \$ \_\_\_\_\_

**Total Start-Up Costs: \$ \_\_\_\_\_**

## Travel Worksheet For Required Site Visits

(Do Not include Travel Associated with Start-up in this section.)

Required Operational Travel	Number of Visits / Trips	Wages to be Passed Through to County for Required Travel. If included in the Management Fee, so indicate with \$0.00
Regional Mgr/Area/Regional VP	12	\$
Corporate Medical Director	1	\$
Corporate Financial Officer	1	\$
President or CEO	1	\$
H.S.A. to Corporate Headquarters	1	\$
NCCHC Conferences for H.S.A.	1	\$
Other Corp/reg travel - List the purpose below		\$
Other Corp/reg travel - List the purpose below		\$
Other Corp/reg travel - List the purpose below		\$

**List any Salaries associated with Required Travel Costs:**      \$

Airfare	\$
Mileage	\$
Parking	\$
Rental Cars	\$
Accommodations	\$
Meals	\$
Per Diem	\$
Entertainment	\$
Tips	\$
Other	\$
Other	\$

**Subtotal Estimated Travel Expense:**      \$

**Total Annual Estimated Travel and Salary Expense:**      \$