

REQUEST FOR PROPOSALS

Jail Health Service Provider

Issued November 4, 2019

SUMMARY

REQUEST FOR PROPOSALS

The Buncombe County Sheriff's Office (BCSO) seeks proposals for comprehensive health care delivery services for the Buncombe County Detention Facility (BCDF).

BACKGROUND

BCSO operates a detention facility, located at 20 Davidson Drive, Asheville, NC. In accordance with the approved BCDF Health Plan, the Buncombe County Sheriff's Office desires to contract services to provide health care services to inmates in the BCDF in accordance with applicable law.

NOTICE REGARDING RFP TERMS AND CONDITIONS

If Providers have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section titled Proposal Questions. If the BCSO determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The BCSO may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the BCSO rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Provider's proposal. This applies to any language appearing in or attached to the document as part of the Provider's proposal that purports to vary any terms and conditions or Providers' instructions herein or to render the proposal non-binding or subject to further negotiation. Provider's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Provider agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded.**

If Providers have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section titled Proposal Questions. If the BCSO determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The BCSO may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the BCSO rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Provider's proposal. This applies to any language appearing in or attached to the document as part of the Provider's proposal that purports to vary any terms and conditions or Providers' instructions herein or to render the proposal non-binding or subject to further negotiation. Provider's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Provider agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded.**

RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The BCSO will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	BCSO	November 4, 2019
Submit Written Questions	Provider	November 18, 2019 by 5PM EST
Hold pre-bid conference	BCSO	December 5, 2019 at 10:00AM EST
Provide Response to Questions	BCSO	December 12, 2019 by 5PM EST
Submit Proposals	Provider	January 15, 2020 by 11:59PM EST
Contract Award	BCSO	April 1, 2020
Contract Effective Date	BCSO	July 1, 2020

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PROPOSAL QUESTIONS

Upon review of the RFP documents, Providers may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Providers shall submit any such questions by the above due date.

Written questions shall be emailed to Anthony.Gould@buncombecounty.org by the date and time specified above. Providers must enter "RFP Jail Health Service Provider Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the BCSO response, and any additional terms deemed necessary by the BCSO will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any Buncombe County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

PRE-BID CONFERENCE

A required conference will be held at 10:00AM EST on Thursday, December 5, 2019, at the BCDF, 3rd Floor Training Room at 20 Davidson Drive, Asheville, NC. The pre-bid conference will include a tour of the jail facility. All organizations which desire to submit proposals are required to be represented at this conference. RSVP to the pre-bid conference by contacting Captain Tony Gould at Anthony.Gould@buncombecounty.org.

PROPOSAL SUBMITTAL

Proposals shall only be received until 11:59PM EST on January 15, 2020. All proposals shall be submitted either by hand delivery in a sealed envelope(s) or electronically via email and properly identified with the title, RFP Jail Health Service Provider as follows:

Captain Tony Gould
Buncombe County Sheriff's Office
20 Davidson Drive
Asheville, NC 28801

E-mail: Anthony.Gould@buncombecounty.org

The County's capacity for email attachments is 9mb. It is the bidder's responsibility to ensure the proposal is received prior to the proposal acceptance time. Late proposals will not be accepted. The BCSO reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County. It is the responsibility of the applicant that their proposal is received. Receipt of proposals can be verified by calling 828-250-4619.

METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Provider(s) meeting the RFP requirements and best fits the needs of the BCSO.

The BCSO reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The BCSO reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Provider and its staff, and cost.

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Providers are cautioned that this is a request for offers, not an offer or request to contract, and the BCSO reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in its best interest.

CONTRACT TERM

The Contract shall have an initial term of two (2) years with one (1) year extension available, beginning on the date of contract award (the “Effective Date”).

ATTACHMENTS:

The following attachments provide detail about the BCDF, conditions regarding eligible providers, the Scope of Work including role and deliverables of the health care provider, fiscal provisions, and required proposal elements

A. DETENTION FACILITY OVERVIEW	page 4
B. SCOPE OF WORK	page 5
C. CONDITIONS AND FISCAL PROVISIONS	page 10
D. REQUIRED PROPOSAL ELEMENTS	page 11
E. GENERAL TERMS AND CONDITIONS	page 12

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ATTACHMENT A: DETENTION FACILITY OVERVIEW

The Buncombe County Detention Facility (“BCDF” or “Facility”) is a 604-bed, adult local confinement facility utilizing a direct supervision style of detainee management. The Facility is operated by the elected Sheriff of Buncombe County and funded by Buncombe County Government. As the custodian of the detention Facility, the Sheriff is responsible for Facility operations and the care of persons in the custody of the BCDF. The Facility Administrator is a sworn law enforcement officer, appointed by the Sheriff, typically holding the rank of Major. The Facility confines pre-trial detainees and sentenced local, state and federal inmates.

Facility Capacity

604 Beds – 508 Male and 96 Female

Year	Total Bookings	Average Length of Stay	Average Daily Population		
			Male	Female	Total
2018	12,119	15.0 Days	453.4	76.1	529.5
2017	13,233	14.3 Days	454.7	75.2	529.9
2016	12,961	12.5 Days	403.0	75.4	478.4
2015	13,146	12.3 Days	364.6	59.2	423.9
2014	13,132	11.8 Days	382.9	59.7	442.7

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ATTACHMENT B: SCOPE OF WORK

Role

Buncombe County Sheriff's Office (BCSO) seeks a Provider to serve as the designated health authority responsible for health care services in the detention facility. The designated health authority shall provide and/or arrange for all professional medical, dental, mental health and all related health care to include regularly scheduled sick call, nursing care, regular physician care, medical specialty services (including but not limited to medication assisted treatment [MAT] services), emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, and administrative support services.

Accreditation

The selected Provider shall assist the detention facility with Health Services Accreditation from the National Commission on Correctional Health Care, including completion of the Self-Survey Questionnaire and participation in the On-Site Survey in order to demonstrate significant compliance with Standards for Health Services in Jails. While it is understood that accreditation is provided to jail facilities as a whole and not to specific providers, failure to demonstrate compliance and achieve accreditation within a specified timeframe shall be considered a contract deficiency and shall be grounds for termination.

Jail Health Plan

The selected Provider shall be responsible for updating the Jail Health Plan for annual review and approval by the Office of the Sheriff and Public Health Department. The Fiscal Year 2019 Jail Health Plan is listed as a supporting document to this RFP on Buncombe County's Procurement website:

<https://www.buncombecounty.org/Governing/Depts/Purchasing/default.aspx>.

Standards

Services must be delivered in accordance with Buncombe County's Jail Health Plan and in compliance with North Carolina General Statutes relating to jail health and in a manner that is organized, adequate, efficient and cost-effective, as measured by the Standards for Health Care Services in Jails (National Commission on Correctional Health Care, 2014) according to the following categories:

- A. GOVERNANCE AND ADMINISTRATION
 1. Access To Care
 2. Responsible Health Authority
 3. Medical Autonomy
 4. Administrative Meetings and Reports
 5. Policies And Procedures
 6. Continuous Quality Improvement Program
 7. Emergency Response Plan
 8. Communication on Patients Health Needs
 9. Privacy of Care
 10. Procedure In The Event Of An Inmate Death
 11. Grievance Mechanism for Health Complainants

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- B. SAFETY
 - 1. Infection Prevention And Control Program
 - 2. Patient Safety
 - 3. Staff Safety
 - 4. Federal Sexual Abuse Regulations
 - 5. Response to Sexual Abuse
- C. PERSONNEL AND TRAINING
 - 1. Credentials
 - 2. Clinical Performance Enhancement
 - 3. Professional Development
 - 4. Health Training For Correctional Officers
 - 5. Medication Administration Training
 - 6. Inmate Workers
 - 7. Staffing
 - 8. Health Care Liaison
 - 9. Orientation For Health Staff
- D. HEALTH CARE SERVICES AND SUPPORT
 - 1. Pharmaceutical Operations
 - 2. Medication Services
 - 3. Clinic Space, Equipment, And Supplies
 - 4. Diagnostic Services
 - 5. Hospital And Specialty Care
- E. PATIENT CARE AND TREATMENT
 - 1. Information On Health Services
 - 2. Receiving Screening
 - 3. Transfer Screening
 - 4. Initial Health Assessment
 - 5. Mental Health Screening and Evaluation
 - 6. Oral Care
 - 7. Nonemergency Health Care Requests and Services
 - 8. Emergency Services
 - 9. Segregated Inmates
- F. HEALTH PROMOTION
 - 1. Healthy Lifestyle Promotion
 - 2. Medical Diets
 - 3. Use of Tobacco
 - 4. Harm Reduction Education and Services
- G. SPECIAL NEEDS AND SERVICES
 - 1. Chronic Disease Services
 - 2. Patients With Special Health Needs
 - 3. Infirmary Care
 - 4. Basic Mental Health Program
 - 5. Suicide Prevention Program
 - 6. Patients with Alcohol and Other Drug Problems
 - 7. Intoxication and Withdrawal
 - 8. Contraception
 - 9. Counseling And Care Of The Pregnant Inmate

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10. Aids to Impairment
 11. Care for the Terminally Ill
- H. HEALTH RECORDS
1. Health Record Format And Contents
 2. Confidentiality Of Health Records
 3. Management Of Health Records
 4. Access To Custody Information
- I. MEDICAL-LEGAL ISSUES
1. Restraint And Seclusion
 2. Emergency Psychotropic Medication
 3. Forensic Information
 4. End-Of-Life Decision Making
 5. Informed Consent And Right To Refuse
 6. Medical And Other Research

Priorities

In addition to meeting all of the Standards for Health Services to deliver high quality care for the entire jail population, the BCSO is seeking a Provider to bring a tailored approach related to safety and wellness for people impacted by mental illness and substance use disorders, including opioids. Over the last several years, the number of detox protocols implemented in the Buncombe County Detention Facility has increased significantly. There were approximately 800 detox protocols implemented in 2016. This year it is projected that over 1,400 will be implemented, an increase of 75 percent in four years. Preference will be given to applicants that deliver person-centered care with emphasis on removing barriers to care and ensuring continuity of care after discharge.

Staffing

The selected Provider will be expected to provide health care services 24/7 using only professionally trained personnel that are licensed and certified by the State of North Carolina. In addition to complying with Standards for Health Care in Jails, all personnel shall be required to pass a criminal background investigation and pre-employment drug screening as a requisite for initial and/or continued employment. Staffing of medical and support personnel should be provided at levels reasonably necessary for the rendering of health care services, including the following:

- Provide 24/7 onsite nursing support from registered and/or licensed professional nurses sufficient to respond to medical needs in facility, no fewer than two (2) registered nurses on duty at all times, one of which must be positioned in the intake triage area to provide guidance for newly arriving arrestees medical condition for acceptance. Minimum staffing to be 5.2 FTE's RN and seven (7) FTE's LPN's weekly.
- Provide a designated physician onsite for a minimum of six (6) hours weekly and 24/7 on-call capacity. Advanced practice clinicians may substitute for no more than 80 percent of the physician's time seeing patients 24 hours weekly.
- The recommendation from Standards for Health Care in Jails is one physician onsite 3.5 hours per week for each 100 inmates housed in the facility. Based on the BCDF's average daily population, a minimum of 18 hours per week is required. At least 10 hours per week must be dedicated to in-person visits and sick calls for general medical care, and at least 8 hours per week must be dedicated to in-person mental health care. 24/7 on-call capacity must be available for both. In-person care can be supplemented by telemedicine.

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- Complete medical and mental health intake screenings, including information entered into Provider's electronic health record and the Jail Management System, for all inmates immediately upon booking unless inmate is uncooperative or impaired. In the case of the latter, visual observation must occur each hour until the screenings can be completed.
- Complete a history and physical (H&P) examination for each inmate within seven (7) days of being booked and no later than 14 days of their arrival to the facility, and ensure timely testing and connection to services unless the H&P has been completed within the last 90 days. Regarding the latter, provide a list of those exceptions monthly.
- Dispense over-the-counter and prescribed medications in accordance with all legal requirements and standard time restraints.
- Provide psychiatrist for mental health for inmates minimum 4 hours per week and psychiatrist NP for minimum 15 hours weekly. Provide two (2) mental health professionals LCSW or equivalent for 80 hours per week.
- Provide dental services weekly to all inmates six (6) hours minimum weekly.
- Implement services to address special medical needs, including but not limited to chronic care, pregnancy, intoxication and withdrawal, intellectual disability, mental health, communicable disease.
- Actively and cooperatively participate in the development and administration of a Medication Assisted Treatment (MAT) Program, to support recovery from opioid addiction and prevent the occurrence of overdose. One nurse, at least a LPN status, will be required 12 hours per day, 7 days per week. The Provider will collaborate with other contractual and BCSO staff to implement a pilot MAT program by providing sufficient staff to support the following activities:
 - administrate universal screening of opioid use to all inmates processing through medical intake;
 - provide all individuals self-reporting opioid use with information regarding treatment services (accessible both pre and post release) and harm-reduction strategies;
 - provide daily referrals of individuals who report opioid or Medication Assisted Treatment use to MAT program case managers;
 - guide and conduct all medical steps, procedures, and standards of care such as medical screening, evaluations, prescription and supply orders/purchases/billing and other necessary steps and procedures for MAT program enrollment and participation;
 - facilitate daily MAT medication administration, separate from the general population/routine medication pass and as determined by facility policy;
 - MAT medical monitoring, and opioid withdrawal monitoring;
 - daily utilization of North Carolina Controlled Substances Reporting System (CSRS) and transmission of records requests for real-time MAT prescribing guidance;
 - utilize technology resources and shared use agreements to support efficient reporting, case management, and continuity of care of jail population;
 - provide linkage to community provider for continued treatment post-release; and
 - provide medically indicated MAT prescription to program participants upon release.

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- Report weekly to the Facility Director or designee the types and quantity of service provided, costs of pharmacy for the month, costs associated with outside medical services. Hours worked by nurses/billable hours with costs related to those hours should also be reported weekly to the Facility Director or designee, for example:

Name/Position	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total
Jane, Director	0	8	8	8	8	8	0	40
Sarah, RN day	8	8	0	0	8	8	8	40
John, LCSW	0	8	8	0	8	8	0	32

Collaboration

In addition to complying with the Standards outlined regarding communication, the BCSO is seeking a Provider with a proven track record of collaboration who is committed to the following:

- Working in partnership with Buncombe County Public Health to ensure the protection of the jail population from communicable diseases, including establishing and implementing protocols for early identification and treatment and timely communication on all matters of communicable disease.
- Partnering with onsite mental health and substance abuse case managers for the coordination of appropriate service linkages and referrals.
- Arranging for and coordinating all medically-necessary health care required by the jail population, including care provided by an outside provider. This will included but not be limited to emergency care, surgery and specialty referrals.
- Providing health referrals and medical information necessary for post-release, including care planning, the transfer of treatment and follow-up coordination as feasible.
- Active partnering in the implementation and review of MAT program.
- Taking responsibility for communicating and scheduling appointments directly with inmates through the Facilities kiosks or other means so long as such means are documented. The Facility will not interfere with such communication and the provider shall report any such interference to the Facility Administrator within twenty four (24) hours. The provider shall perform a documented welfare check on any segregated inmate and/or any inmate who has no access to a kiosk every twelve hours (12).

Transition

Health care services are currently being provided by a private contractor. The selected Provider shall work with the existing contractor during any transition period. The BCSO reserves the right to renew its contract with the existing Provider if it is in its best interest.

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ATTACHMENT C: CONDITIONS AND FISCAL PROVISIONS

Conditions

It is the intent of the BCSO to award a health care contract to define the arrangement, including services, personnel, reports and records, security, office space, equipment, inventory and supplies, term and termination, compensation, liability and risk management, and other general contractual terms.

Fiscal Provisions

- Contract will include an annual base compensation that covers costs associated with staffing, training, travel, publications and administrative services.
- Costs for over-the-counter medications, prescription pharmaceuticals (including those used for MAT), x-ray procedures, labs (including those indicated for MAT), vision, dental, ambulance services, medical waste disposal, medical and office supplies, emergency services, specialty services, and all medical procedures rendered outside the BCDF (including those court-ordered to NCDPS safekeeping) will be paid for by county funds.
- Selected Provider will work with the BCSO to identify and negotiate contractual discount agreements with all providers as reasonably necessary to maintain the cost-efficiency of the Provider's program at the BCDF. The Provider will supply the BCSO with a copy of all formal, written vendor discount agreements, confirm existing discount agreements in place at the beginning of each contract period and keep the BCSO informed as to new discount agreements or changes to existing agreements. Provider shall review every bill and apply maximum discounts to services and prescriptions, including but not limited to discounts available through Medicaid, North Carolina Sheriff's Association, and or any other source prior to billing Buncombe County for reimbursement.
- Selected Provider will seek reimbursement for services rendered from third parties including, but not limited to the United States Federal Government, the State of North Carolina and any County of the State of North Carolina or other state and submit records needed to obtain reimbursement to the County from third party insurer.
- Selected Provider will cooperate with the Buncombe County Department of Health and Human Services to identify detainees who receive inpatient services and are eligible, or may be eligible for Medicaid, which will reimburse for inpatient services when someone is in correctional custody.

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ATTACHEMENT D: REQUIRED PROPOSAL ELEMENTS

Proposals must be submitted no later than 11:59PM on January 15, 2020 in order to be considered and must contain all of the following elements.

- Organizational overview, including the date the corporation was organized to provide health care services.
- Experience in the provision of health care, including facility-based.
- Experience in obtaining and maintaining national health care accreditations, such as the National Commission on Correctional Health Care.
- A list of all institutions where the Provider is providing health care, the length of time each contract has been in effect, and the administrator's name and contact information.
- Staffing plan, including credentials and staffing levels including onsite and on-call.
- Service approach, organized by following categories in alignment with Standards for Health Care Services in Jails: Governance and Administration; Safety; Personnel and Training; Health Care Services and Support; Patient Care and Treatment; Health Promotion; Special Needs and Services; Health Records; and Medical-Legal Issues.
- Proposed interface with law enforcement, detention, paramedic and behavioral health providers.
- Special approaches to priority areas of mental illness and substance use disorders (e.g. evidence-based practices, early identification, screening, addiction treatment protocols, medication assisted treatment, follow-up care).
- Special approaches to priority areas of person-centered care, reducing barriers to care, and ensuring continuity of care after discharge.
- Proposed annual base compensation, calculated based upon an average daily inmate population of up to 600.
- Plan for negotiating outside medical billings, including an incentive-based structure for cost savings.
- Startup considerations, including ideal timeline, transition plans and any one-time (year 1 only) costs.
- Any legal action against the company or corporate principals within the past 24 months must be disclosed, including parties of any mergers.
- Any breaches of contract by principals while employed by current employer or prior employer within the past 24 months must be disclosed.
- Previous two years of financial statements.
- Name of pharmacy services provider, if planned to subcontract.
- Detailed plan for pharmaceutical operations, including dispensing, repackaging, and return procedures and compliance with all applicable pharmacy laws.
- Prescription drug formulary.

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ATTACHEMENT E: GENERAL TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the Provider's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Providers or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Provider's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The BCSO reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Provider, to accept any item in the proposal.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Provider shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
5. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
 - All copies of the proposal are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
6. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Buncombe County is committed to retaining Vendors and Service Providers from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Providers certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified Providers as subcontractors on County contracts.
7. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Buncombe County by any company identified in a) or b) above shall be void *ab initio*.

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- 8. CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Provider does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Provider, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Provider may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Provider that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Providers are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Provider of such action and allow the Provider to defend the confidential status of its information.
- 9. MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
- 10. INFORMAL COMMENTS:** Buncombe County Sheriff’s Office shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The Buncombe County Sheriff’s Office is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.
- 11. COST FOR PROPOSAL PREPARATION:** Any costs incurred by the Provider in preparing or submitting offers are the Provider’s sole responsibility; Buncombe County Sheriff’s Office will not reimburse any Provider for any costs incurred or associated with the preparation of proposals.
- 12. AVAILABILITY OF FUNDS:** Any and all payments to the Provider shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
- 13. SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
- 14. PAYMENT TERMS:** If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
- 15. NON-DISCRIMINATION:** The Provider will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
- 16. ADVERTISING:** Provider agrees not to use the existence of The Contract or the name of Buncombe County or Buncombe County Sheriff’s Office as part of any commercial advertising or marketing of products or Services. A Provider may inquire whether the County or the Sheriff’s Office is willing to act as a reference by providing factual information directly to other prospective customers.

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17. INSURANCE: Provider agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the Buncombe County Sheriff's Office signing of any Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Provider's duty to carry adequate insurance. All policies of insurance shall be primary insurance and non-contributory with respect to all other available sources. The minimum insurance coverage which the Provider shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

Worker's Compensation. Coverage at the statutory limits in compliance with applicable State and Federal laws. Provider shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability. Coverage with minimum limits of \$1,000,000 each employee accident and \$1,000,000 each employee disease.

Commercial General Liability. Insurance covering all operations performed by the Provider with a minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability. Buncombe County and the Sheriff's Office shall be named as additional insured under the policy.

Business Automobile Liability. Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

Medical Professional Liability. Covering Provider's acts, errors, or omissions in rendering of or failure to render professional health care services in performance of the contract in an amount no less than \$5,000,000 per claim with \$10,000,000 in the aggregate for the duration of this Agreement. If policy is of a claims made type, such coverage shall be for a minimum of five (5) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement.

Cyber Liability. The insurance shall provide coverage for the following risks:

- a. Liability arising from theft, dissemination and/or use of confidential information (a defined term including, but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.) stored or transmitted in electronic form;
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to your services including denial of service, unless caused by a mechanical or electrical failure;
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
- d. Coverage to include event management for all affected persons whose confidential information was compromised or was reasonably likely to have been compromised.

This policy shall carry a minimum limit of \$2,000,000. If policy is of a claims made type, such coverage shall be for a minimum of two (2) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement.

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Property. Provider shall not be obligated to maintain property insurance on Provider's furnishings, fixtures, equipment and personal property. All furnishings, fixtures, equipment, and property of every kind and description of Provider and of persons claiming by, through, or under Provider which may be located on County property shall be at the sole risk and hazard of Provider and no part of loss or damages to such property from whatever cause shall be the responsibility of, charged to, or borne by the County or the Sheriff's Office.

Umbrella/Excess Liability. If the underlying liability policy limits are less than those required, Provider may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying medical professional liability policy.

Additional Insurance Provisions. If the Provider maintains higher limits than the minimums shown above, Buncombe County and the Buncombe County Sheriff's Office require and shall be entitled to coverage for the higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Buncombe County and the Buncombe County Sheriff's Office.

The Provider shall purchase a performance bond in an amount equal to twenty-five (25) percent of the twelve (12) months cost. The performance bond is to name the Buncombe County Sheriff's Office and include Buncombe County, North Carolina, a body politic as Obligee.

The Provider shall provide the County and Sheriff's Office with certificates of insurance on an approved form, evidencing the above amounts. Buncombe County and Buncombe County Sheriff's Office shall be named as additional insureds under the commercial general liability policy. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under the Contract and remain in effect for the duration of the Agreement.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and Sheriff's Office, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina with a rating of A- VII or better as determined by A. M. Best Company and shall be in a form acceptable to the County.

Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Provider shall ensure that Buncombe County and Buncombe County Sheriff's Office are additional insureds on insurance required from subcontractors.

Waiver of Subrogation: Provider hereby grants to Buncombe County and the Buncombe County Sheriff's Office a waiver of any right to subrogation which any insurer of said Provider may acquire against the County or Sheriff's Office by virtue of payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The limits of coverage under each insurance policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under this Agreement.

Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

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- 18. GENERAL INDEMNITY:** The Provider shall indemnify, defend, and hold harmless Buncombe County, the BCSO, their officers, agents, and employees harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Provider in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Provider. The Provider represents and warrants that it shall make no claim of any kind or nature against the and/or the Sheriff's Office's agents who are involved in the delivery or processing of Provider deliverables or Services to the County and/or the Sheriff's Office. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
- 19. CONFIDENTIALITY:** Any BCSO information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Provider under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by the Sheriff's Office.
- 20. COMPLIANCE WITH LAWS:** Provider shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 21. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Provider's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 22. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the BCSO and the Provider.
- 23. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the County and/or the Sheriff's Office under applicable law. The waiver by the County and/or the BCSO of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 24. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 25. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity

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or state or federal constitutional provision or principle that otherwise would be available to the County and/or the Sheriff's Office under applicable law.

- 26. LIQUIDATED DAMAGES:** The Provider is responsible for avoiding repeated staffing shortages. Should the Provider fail to furnish continuous staff as agreed, the Buncombe County Sheriff's Office may, in its sole discretion, charge the Provider damages as outlined in the penalties schedule below.

Violation	Penalty
Short more than 16 staff hours during a continuous 30 day period	\$100 per hour