

Kennebec County Maine



Request for Proposals for Inmate Medical and Mental Health Services

The County of Kennebec seeks written proposals to provide a comprehensive response for the product/services presented below. This Request for Proposal (RFP) states the overall scope of products and services desired, specific functionality, as well as desired vendor qualifications. Included in this request are:

- ✓ Vendor Instructions
- ✓ Vendor Background and Qualifications
- ✓ Specifications
- ✓ Vendor Pricing Data Sheet

Contract Administrator: Capt. Bryan Slaney, Jail Administrator
207-623-2270 ext. 1101
bsslaney@kennebecso.com

Response Deadline: September 5, 2024
All responses MUST be received by 3:00pm (local time)
125 Main St. Augusta, ME 04330

Respondent Meeting: Meetings will be at the discretion of the County Contact.

VENDOR INSTRUCTIONS

1. RESPONSE INSTRUCTIONS

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

2. CONTACT WITH COUNTY EMPLOYEES

To ensure fair and objective evaluation of all proposals, vendors are required to submit all inquiries to the Contract Administrator noted on the cover of this RFP.

3. ASSESS RFP DOCUMENTS

Before submitting a proposal, vendors shall examine the specifications in order to understand all existing conditions and limitations. The vendor shall indicate in the proposal the total sum to cover the cost of all items included in the RFP.

4. COSTS OF RFP PREPARATION AND SUBMISSION

Each vendor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.

5. PROPOSAL REVIEW

All documents submitted as part of the vendor's proposal will be deemed available to all parties subsequent to the bid opening date and time designated on the front cover of the RFP.

All applicable information will be subject to public disclosure in accordance with the Freedom of Information Act.

6. PROPOSAL SUBMISSION

All bid proposals must be in a sealed envelope marked **"INMATE MEDICAL AND MENTAL HEALTH SERVICES PROPOSAL FOR KENNEBEC COUNTY JAIL"**.

THREE (3) COPIES OF THE BID PROPOSAL ARE REQUIRED.

Bids will be awarded at the next regularly scheduled Commissioner's meeting after evaluation has been completed.

Delivery of Proposals: RFPs must be delivered by the date/time specified and to the address indicated on the title page of this RFP. It is the sole responsibility of the vendor to see that their RFP is received in the proper time. Any proposal received after the proposal opening date and time shall be eliminated from consideration and returned to the vendor unopened.

7. RIGHT OF REFUSAL

The County reserves the right to reject all RFPs in their entirety or to select certain applications from the RFPs.

8. EVALUATIONS

Evaluation of the proposals is expected to be completed within 30 days after receipt. An evaluation team will evaluate proposals on a variety of quantitative and qualitative criteria. Any award made as a result of this bid will be determined through best value analysis.

The proposal selected shall provide the most cost-effective approach that meets the stated requirements. The lowest price proposal will not necessarily be selected.

The County reserves the right to:

- a) reject any or all proposals, or to make no award.
- b) require modifications to initial proposals.
- c) make partial or multiple awards.

The County further reserves the right to excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the County.

The County may award based on initial proposals received, without discussion of such proposals. Selected vendors may be invited to make oral presentations to the evaluation team.

VENDOR BACKGROUND AND QUALIFICATIONS

In addition to detailed response requested below, provide narrative responses to the following questions, and provide the necessary documentation for each item listed below.

1. Specify the number of years the vendor has been in business.
2. Provide a chronology of the company's growth, heritage, staff size and ownership structure.
3. Indicate whether the business is a parent or subsidiary in a group of companies.
4. Provide a brief statement of the company's background demonstrating longevity and financial stability.
5. List of Customers over the last five years:
 - a. Customer Name
 - b. Customer Address
 - c. Primary Contact (Name & Title)
 - d. Primary Contact (Email & Phone)

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RFP SCHEDULE

RFP Publication	June 12, 2024
Deadline for County's receipt of Questions from Bidders	August 5, 2024
Deadline for Receipt of Proposals	September 5, 2024
Recommendation Decision	October 1, 2024
Award of Right to Negotiate Contract - Board of Commissioners Meeting	October 22, 2024
Begin Service	January 1, 2025

Note: Dates and times of this schedule are accurate at the time of RFP release. Dates are subject to change.

SECTION 1 - INSTRUCTIONS AND GENERAL CONDITIONS

1.1 Purpose

- a) The County of Kennebec is requesting proposals from organizations that are qualified to provide inmate medical and mental healthcare and to operate and manage the inmate healthcare program at the Kennebec County Jail. This Request for Proposals (RFP) contains the key questions and information requirements for respondents to address. Submissions must fully address all items. It is the intent of the RFP process to receive proposals prepared in accordance with this RFP and consistent with the scope of services required.
- b) Innovative ideas for management of Kennebec County inmate healthcare services will be welcomed. KCCF anticipates receiving all proposals and then negotiating a management agreement with one Bidder. Proposals will be evaluated based on the criteria established within the RFP. KCCF reserves the right to negotiate any and all fees and contractual terms upon selection of the preferred Contractor. It is anticipated that the contract term will be for a period of three (3) years, with a possible option to renew the contract for up to two additional two-year terms.
- c) The County of Kennebec reserves the right to reject any or all proposals.

1.2 Definitions: In this RFP, the following terms will have the meanings set forth below:

- a) "ACA" means American Correctional Association.
- b) "Bidder"/ "Contractor" means the person, firm, corporation, or other entity responding to this RFP and submitting a proposal. The terms "Bidder" and "Contractor" may be used interchangeably in this RFP.
- c) "Closing Time" means the closing date, time, and place as set out on the title page of this RFP.
- d) "Contract" means the executed agreement between the Kennebec County Jail and the Contractor on the terms and conditions set out in the Contract Documents
- e) "Contract Documents" means the Contract, the Contractor's Proposal Documents, the RFP and such other documents as listed in the Contract.
- f) "Contractor" means the successful Bidder who enters into a contract with the County to provide the Services pursuant to this RFP.
- g) "County", "County of Kennebec," or "Kennebec County" means County of Kennebec, a political subdivision of the State of Maine, having a place of business at 115 State St, Augusta, Maine.
- h) "Facility's Designated Representative" means employees or representatives who are authorized in writing to deal with the Contractor on behalf of KCCF in connection with the goods and services or to make decisions in connection with the Contract.
- i) "Health Care Delivery System" means medical, mental health, substance abuse, and dental services.
- j) "KCCF" means Kennebec County Correctional Facility.
- k) "KCCF Authorized Representative" means employees or representatives who are authorized to deal with the bidder/contractor on behalf of KCCF in connection with the goods and services contemplated by this RFP and any resulting contract, or to make decisions in connection with the contract.
- l) "NCCHC" means National Commission on Correctional Health Care.
- m) "Proposal" means the proposal with all accompanying schedules, appendices or addenda

submitted by the Bidder in response to the RFP.

- n) "Proposal Submission Forms" means the Proposal summary and required information, completed in accordance with Section 3 - Proposal Submission Instructions, Format, and Forms.
- o) "RFP" means this Request for Proposal consisting of all papers bound with or attached to this document. These may include but not be limited to: Addenda (or Addendum if singular) issued during RFP process; Section 1 - Instructions and General Conditions; Section 2 - Statement of Requirements and Special Conditions; Section 3 - Submission Instructions, Format, and Forms.
- p) "Requirements" or "Services" means all specifications and requirements set out in any section in the RFP that describes the general requirements that the services, goods, materials, or equipment must meet and the successful Bidder must provide.
- q) "Special Conditions" means the special conditions, if any, set out in the RFP, and elsewhere in the Contract.
- r) "Subcontractors" means subcontractors, agents or third parties engaged by the Bidder in connection with providing or supplying the services, goods, materials, or equipment.
- s) "Contract Monitor" means KCCF may designate a Correctional Health Care Monitor who will be its representative and who shall require the Contractor to meet all contract requirements; monitor Contractor's compliance and any corrective action to resolve areas of non-compliance or deficiencies; recommend any actions KCCF should take based on non-compliance and to facilitate dispute resolution.

1.3 Documents

Documents pertinent to the RFP and all papers bound with or attached to this RFP and as described in the Table of Contents are necessary parts of the RFP. Bidders must submit their Proposals using the format and forms described in Section 3 - Proposal Submission Instructions, Format, and Forms.

1.4 Receipt of Proposal

- a) Proposals will be received up to the Closing Time. The Proposal and required number of copies (in accordance with Section 3) shall be submitted in a sealed envelope or package, marked with the Bidder's name and the RFP title and number, by the date and time shown on the title page of this RFP. Any proposals received after the scheduled closing time for the receipt of proposals will not be considered and will be returned to the Bidder, unopened.
- b) Bidders may withdraw and/or resubmit their proposal at any time prior to the closing time for receipt of proposals. Proposals may be withdrawn after the scheduled closing time for receipt of proposal, but new or amended proposals may not be submitted after the closing time.
- c) If alternative Proposals are offered, the Proposals shall be submitted separately in the same format as the initial Proposal.
- d) Any deviations from the requirements or the conditions specified in this RFP must be clearly stated and justified with a thorough explanation in the Bidder's Proposal. County will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proposal, County expects the Bidder to be in full compliance of the requirements and conditions as stated herein.
- e) A Proposal which:

1. Contains an error, omission, or misstatement
2. Contains qualifying conditions
3. Does not fully address all the requirements of this RFP
4. Otherwise fails to conform to this RFP; may be rejected in whole or in part. County may waive any non-compliance with the RFP, specifications, or any conditions including the timing of delivery of anything required by the RFP. County may at its sole discretion elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
5. All costs for the preparation of Proposals will be borne solely by the Bidders.

1.5 **Unacceptable Proposals**

- a) Proposals received after the Closing Time or in locations other than the address indicated will not be accepted and will be returned unopened. Unacceptable proposals which are opened in error will not be considered.
- b) Bidders are cautioned to carefully read and follow the instructions stated herein as County reserves the right to disqualify any Proposal that fails to meet any of the Requirements of this RFP.
- c) County reserves the right to reject any or all Proposals at any time without further explanation or to accept any proposal considered advantageous to County/KCCF.

1.6 **Pre-Qualification Criteria**

- a) Bidder Minimum Requirements. This section highlights the Bidder's critical minimum requirements to bid on this RFP. The County may, in its sole discretion, waive one or more of these requirements upon receipt of a written statement from bidder, received with the bid, explaining its inability to meet such requirements.
- b) The Bidder must submit a written certification statement that it is financially stable. This certification must include a copy of the Bidder's most recent annual report with a financial statement.
- c) The Bidder's chief financial officer, accounting firm, or auditor must also attest to the facts in the certification statement on the appropriate letterhead.
- d) The Bidder must provide identical information for all proposed subcontractors it intends to include in this RFP.
- e) The Bidder must, at a minimum, have five years' experience providing the services detailed in the specifications to an inmate patient population in a correctional setting.
- f) **Minimum Evaluation Criteria.**

Bidders are hereby notified that the minimum evaluation criteria outlined below shall be used to determine the minimum standards of acceptability of each proposal submitted. A "no" response to any of the questions below may, in County's sole discretion, automatically disqualify a proposal from further consideration.

1. Does the bidder have a minimum of five years' experience delivering the services detailed in the specifications to an inmate patient population in a correctional setting?
2. Does the Bidder have experience providing medical services to female inmates or patients?
3. Has the Bidder provided these medical services for a combined inmate or

- patient population of at least one hundred and sixty-six inmates or patients within a single facility?
4. Is the Bidder qualified to diagnose and assess patients for opioid use disorder and is Bidder qualified to develop, administer, and otherwise participate in Medication Assisted Treatment programs for inmates diagnosed with opioid use disorder?
 5. Will all contractor personnel and subcontractor personnel be trained and in compliance with the Prison Rape Elimination Act (PREA) standards and guidelines?
 6. Does the Bidder agree to adhere to the policies and procedures of KCCF?

g) **References.**

Bidder shall submit a list of no fewer than three business references, at least two of which are jails or detention facilities with average daily inmate populations of no fewer than one hundred and fifty. Each reference must include:

- Reference name
- Title
- Company name
- Address.
- Telephone number
- A description of the institution including the relative size

- h) County will call a minimum of three references. This will include a basic telephone interview. Additional questions will be asked of the reference based on the Bidder's RFP response and the answers offered by the reference. It is the Bidder's responsibility to ensure that any reference provided in its response be aware that they may be contacted by County regarding the services provided by the Bidder. All reference reviews are done in a professional and timely manner to minimize the demands on the Bidder reference contacts. However, reference contacts which refuse to discuss the Bidder, or the RFP provided by the Bidder, will result in a negative rating for the Bidder for that reference. County is not responsible for negotiating a response from a reference provided by a Bidder and will not accept such reference responses as "We are not allowed to discuss that," "We do not have time to discuss this," etc. The Bidder must provide an authorized primary and secondary contact name for each reference submitted. This will allow County to complete any reviews in a timely manner.
- i) Bidder shall also submit a currently valued, three (3) years loss run relative to the Medical Professional Liability Claims for the Bidder.

1.7 **Inquiries and Clarifications**

- a) There will not be a pre-bid meeting or tour. However, if a bidder desires an opportunity to visit the KCCF, arrangements may be made by contacting The Contract Administrator.
- b) It is the responsibility of the Bidder to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries or questions are to be in written form only or e-mailed to the Contract Administrator. Inquiries may be made up to 3:00 p.m. EST, **August 5, 2024**. If required, an addendum will be issued to all Bidders.
- c) County may issue a written addendum up to five working days prior to the Closing Time

- and will make every effort to ensure that all Bidders receive all addenda. However, it is the responsibility of the Bidder to ensure it receives all addenda before the Closing Time.
- d) County shall not be bound by oral or other information, explanations, or clarifications not confirmed by written addendum.
 - e) All questions must be submitted to the attention of Contract Administrator sent via e-mail.

1.8 **Contract Requirements**

- a) The successful Bidder will be required to enter into a contract no later than thirty (30) working days after delivery of the Contract to the successful Bidder by County/KCCF, unless an extension is mutually agreed upon. The contract may contain terms and conditions not included in this RFP. Bidder/Contractor is expected to comply with such additional terms and conditions as may be included in the contract.
- b) The contract period shall be for three (3) years from **January 1, 2025**. The official start date shall be documented by a letter of agreement between County/KCCF and the Contractor but is anticipated to be **January 1, 2025**. At the option of County, the contract may be renewed for two additional two (2) year periods.
- c) If any of the terms set out herein are unacceptable to the Bidder, the Bidder must identify such terms and provide suggested alternatives in its Proposal. County is not obligated to accept or consider any alternatives. County will not be obligated in any manner to any Bidder whatsoever until the Contract is fully executed.
- d) If the successful Bidder fails to execute and return the Contract to County within thirty (30) days, County may cease all discussions and have no obligation to the Bidder. County may, if it chooses to do so, award the Contract to another Bidder, all without affecting any claim which the County may have against the Bidder as a result thereof.
- e) Award of the contract confers no legal or other rights on Bidder/Contractor until such time as a written contract is signed by all parties and Kennebec County Jail.

1.9 **Evaluation**

- a) Evaluation Criteria: County will evaluate the proposals received on the basis of the overall best value to County and any criteria set out herein based solely on KCCF's assessment of the Proposal including but not limited to:
 - 1. Thoroughness and completeness of proposal; responsiveness to RFP requirements.
 - 2. Demonstrated understanding of the problems and needs presented by the project. Soundness of Bidder's approach to the problems and needs presented by the project including Bidder's methodology for achieving specific tasks and objectives.
 - 3. References (see § 1.6, G above).
 - 4. Qualifications of project personnel, Bidder's ability to commit capable staff and support a project of this size and proposed staffing pattern. This **MUST** include any information available to the public concerning adverse or consent agreements reached between project personnel and regulatory or licensing board(s) having jurisdiction over their professional license.
 - 5. Best economic offer for the site; cost effectiveness and reasonableness of Bidder's proposed fees. (NOTE: This in no way implies the Bidder with the lowest price proposal.)

6. Experience achieving and maintaining both NCCHC and ACA Standards
 7. Ability to recruit personnel and maintain a supply of qualified applicants for required positions.
 8. Bidder's financial stability as indicated by financial documents required to be provided with the RFP
 9. Any other criteria KCCF, in its sole discretion, deems necessary to evaluate the Bidder's offer.
- b) Evaluation of Subcontractors: All subcontractors of the Bidder will be subject to the same evaluation process, at a minimum. It is the responsibility of the Bidder to guarantee that all subcontractors will comply with all the requirements, terms and conditions set out in the RFP document.
- c) Presentation and/or Additional Information: After the proposal opening, Bidders may be required to provide additional information as deemed necessary by County/KCCF. Any costs incurred in providing presentation or other information is the responsibility of the Bidder. Such presentations provide an opportunity for the Bidders to clarify their proposals and to ensure thorough mutual understanding. KCCF will determine if the presentation is needed and will schedule the time and location for the presentation.

1.10 **Negotiations**

- a) County reserves the right, at its sole discretion, to enter into negotiations with the Bidder or with any other Bidders concurrently. In no event will County be required to offer any modified terms to any Bidder prior to entering into a Contract, and County will not be liable to any Bidder as a result of such negotiations.
- b) County may, prior to and after Contract award, negotiate changes to the requirements, services, specifications or any conditions with any one or more of the Bidders. County may do so without having any duty or obligation to advise any other Bidder or to allow them to vary their Proposal as a result of changes to the scope of the requirements, services, specifications or any conditions. County shall have no liability to any other Bidder as a result of such negotiations or modifications.

1.11 **Award**

- a) The right to negotiate a contract resulting from this RFP shall be awarded to the responsive and responsible Bidder whose proposal is determined to be most advantageous to County taking into consideration price and the evaluation factors set forth herein. The right is reserved to reject any and all proposals received. County will be the sole judge as to whether a Bidder's proposal has or has not satisfactorily met the requirements of this RFP.
- b) County is not under any obligation to award a Contract for this RFP and reserves the right at its sole discretion to terminate or amend this RFP at any time. See § 1.22, below.
- c) The Bidder acknowledges and agrees that County will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Bidder as a result of or arising out of submitting a Proposal for the proposed Contract, or due to County's acceptance or non-acceptance of their Proposal or any contract award not made in accordance with the express or implied terms of the RFP.

1.12 Advertising

The award of a Contract does not permit a Bidder to advertise its relationship with County, without County's prior written authorization.

1.13 Trade Secret Confidentiality and Maine Freedom of Access Act (FOAA)

All proposals received and recorded at the bid opening are considered public record and available for public inspection. Trade secrets contained in a proposal may be kept confidential if the Bidder, at the time the proposal is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the Bidder while attempting to maximize the availability of information to the public. All proposals and information submitted in response to this RFP are subject to the Maine Freedom of Access Act regarding public access to records. Any statements reserving or attempting to reserve any confidentiality or privacy rights in submitted proposals or otherwise inconsistent with the Maine Freedom of Access Act will be void and disregarded. Bidder must be prepared to provide a redacted copy of the proposal if the county receives a FOAA Request

1.14 Federal Taxes

Kennebec County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

1.15 State Sales Tax

If Bidder is required to charge state sales tax on Bidder's sales, Bidder shall not include it as part of the proposal price. KCCF will pay state sales tax over and above proposal prices when invoiced, if so required. Bidders should indicate in their proposal which cost items are or may be subject to state sales tax.

1.16 Responsibility of Compliance with Legal Requirements

The Bidder shall be in full compliance with any and all applicable federal, state, local, environmental and safety laws, regulations, ordinances and standards, the Maine Department of Corrections Standards, all applicable state Codes, and ACA and/or NCCHC standards.

1.17 Defense, Indemnification, and Agreement to Hold Harmless

By submitting a bid or bids, bidder agrees that any Contract between it and County shall include the following or substantially equivalent language:

a) **Definitions**

For purposes of the indemnification provisions of this Agreement, the following definitions apply:

1. "Arise from" means directly or indirectly, in whole or in part, (i) to incur in connection with or as a result of, (ii) to cause or (iii) to result in.
2. "Claims" means all foreseeable and unforeseeable damages (including actual, incidental, direct, indirect, consequential, special, exemplary and punitive), losses, injuries, penalties, disbursements, claims, costs, charges, assessments, expenses (including Legal Costs), demands, litigation, settlement payments,

lawsuits, legal proceedings, actions, causes of action (whether in tort, contract, or strict liability and whether in law, equity, statutory, or otherwise), liabilities, sanctions, or judgments.

3. “Defend” means to oppose on behalf of another party actual or potential Claims in litigation, arbitration, mediation, any alternative dispute resolution method, actions, or other proceedings with counsel acceptable to the party being defended and to pay all Legal Costs associated with the preparation and prosecution of the defense.
4. “Indemnified Persons” means Kennebec County, and its departments, elected officials, officers, employees, attorneys and agents.
5. “Indemnify” means to protect and hold a party harmless from and against actual or potential Claims and/or to compensate a party for actual or potential Claims.
6. “Injury” means (i) any harm or damage to, or impairment of, theft of, loss of, or loss of use of, any property, (ii) any bodily harm or personal injury (including sickness or disease) to, or death of, any person, (iii) lost income or profits, (iv) any economic loss, (v) any injury, damage, harm or loss arising out of or in any manner connected with Contractor’s performance of its obligations in this Agreement, or (vi) any other injury, damage, or harm, arising or claimed to arise from this Agreement, including any breach of this Agreement; the performance of obligations under this Agreement; any actual or alleged failure by Kennebec County or others, including Contractor, to provide to any person any or adequate warnings or instructions; any actual or alleged violation by Kennebec County or others, including Contractor, or any law, statute, ordinance, order, rule or regulation, including, without limitation, any environmental law; any act, activity, or omission of Kennebec County or others, or Contractor or others, including, but not limited to, activities on Kennebec County’s premises or elsewhere; any action, involving any theory of law or equity, that Contractor’s employees, contractors, agents, or other person for whom Contractor is responsible might assert against Kennebec County; or any actual or alleged use by Kennebec County or others, including Contractor, of any vehicle, equipment, supplies, fixtures, or materials.
7. “Legal Costs” means court costs, attorney’s fees, expert’s fees, and any other expenses incurred in investigating, preparing and prosecuting the defense of, or settling any Claim’s income, any legal or equitable action, including litigation, arbitration, mediation, any alternative dispute resolution method, action, or other proceedings.
8. “Waive” means to relinquish knowingly and voluntarily a right and/or to release another party from liability.

1.18 Indemnity and Waiver

- a) Contractor waives as to Indemnified Persons and shall Indemnify and Defend Indemnified Persons from and against, any and all Claims Arising, or alleged to

Arise from Injury connected with Contractor's performance of its obligations in this Agreement. Contractor shall promptly notify Kennebec County of the assertion, filing, or service of any claims against Indemnified Persons. If Kennebec County receives notice of claims, Kennebec County will provide notice of the Claims to Contractor. Upon receipt of notice, from whatever source, of Claims against Indemnified Persons, Contractor immediately shall take necessary and appropriate action to protect the Indemnified Persons' interest with regard to the Claims. No further notice, demand or tender shall be required by County to trigger Contractor's obligations to defend, indemnify, and hold harmless. Any and all counsel, whom Contractor provides to Defend Indemnified Persons shall accept, and acknowledge receipt of Kennebec County's guidelines and requirements, and those of the Maine County Commissioners Association Self-Funded Risk Management Pool, and shall conduct the Defense of Indemnified Persons strictly in accordance with said guidelines and requirements. If Kennebec County, in its sole discretion, determines that the counsel is unacceptable, Kennebec County may replace the counsel. Contractor, as part of its Indemnity obligation under this Agreement, shall pay to the new counsel, or reimburse to Kennebec County, any and all fees and expenses as to the new counsel, including any and all expenses or costs to change counsel. Kennebec County shall, at all times, have the right to direct the defense of, and to accept or reject any offer to settle any Claims against Indemnified Persons. Each Party to this Agreement is liable only for those acts or omissions of its employees, agents, or delegates. No further relief shall be sought from one Party to the other for acts or omissions of others not actually related to such Parties obligations under this Agreement.

b) Scope of Indemnity, Obligation to Defend, and Waivers

All Indemnities, Waivers and obligations to Defend in this Agreement are and shall be (i) independent of, and will not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with) or damages or benefits payable under workers' compensation or other statutes, and (ii) will survive the termination of this Agreement until all claims against Indemnified Persons are fully and finally barred by applicable law. The Indemnity Waiver, and obligation to defend provisions in this Agreement shall include all applicable law affecting the validity and enforceability of those provisions, and the applicable law will operate to amend those provisions to the minimum extent necessary to bring the provisions into conformity with the applicable law. The provisions, as modified, shall continue in full force and effect.

ALL INDEMNITIES, WAIVERS, AND OBLIGATIONS TO DEFEND IN SECTION [TO BE COMPLETED] OF THIS AGREEMENT SHALL BE ENFORCED TO THE INDEMNIFIED PERSONS' BENEFIT, REGARDLESS OF THE CAUSE(S) OR ALLEGED CAUSE(S) OF THE CLAIMS, REGARDLESS OF WHETHER THE CLAIMS ARE GROUNDLESS, FRAUDULENT, OR FALSE, AND REGARDLESS OF WHETHER THE CLAIMS ARE CAUSED OR ALLEGED TO BE CAUSED BY ANY OF THE INDEMNIFIED PERSONS' ACT ARE OF A PASSIVE NEGLIGENCE, BY THE SOLE, JOINT, CONCURRENT, OR

COMPARATIVE NEGLIGENT OR FAULT OF ANY INDEMNIFIED PERSON AND CONTRACTOR OR ANY OTHER PERSON, BY ANY INDEMNIFIED PERSON'S STRICT LIABILITY, BY ANY INDEMNIFIED PERSONS' INTENTIONAL ACT, OR BY ANY INDEMNIFIED PERSON'S WILLFULNESS CONDUCT OR GROSS NEGLIGENCE."

1.19 Insurance

a) Insurance Requirements

Contractor and all its subcontractors shall maintain insurance from companies licensed to write business in Maine, with an A.M. Best rating of "A" or higher, and acceptable to Kennebec County, of the kinds and minimum amounts specified below. The insurance requirements will be set forth in greater detail in the Contract between County and the successful bidder.

County shall be listed as an additional named insured on each of the insurance policies procured by the Contractor as required herein.

b) Certificates and Notice of Cancellation

Before commencing work under this agreement, Contractor and all its subcontractors shall furnish County with certificates of all insurance required below. Certificates shall indicate the type; amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after (30) day's written notice has been received by Kennebec County."

Certificates of Insurance shall further show the County's status as an additional insured. Contractor shall authorize its insurance agent, broker and/or carriers in writing, to furnish County with complete information regarding the coverages required herein, including premiums or assessments charged, copies of coverage forms, declarations pages, and any correspondence or communications between Contractor and its agents, brokers, and/or carriers relating to said insurance. Contractor shall provide the Certificates of Insurance and written authorizations to County.

c) Workers' Compensation and Employers' Liability Insurance

Covering all the Contractor's and its subcontractors' employees engaged in the work under this contract, providing the required statutory benefits under Maine state workers' compensation law, and employers' liability insurance providing limits at least in the amount of \$100,000.00 and \$500,000.00 applicable to claims due to bodily injury by accident or disease.

d) Commercial General Liability

Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations

liability and broad form property damage liability insurance coverage. The policy shall provide liability limits at least in the amount of \$ 1,000,000.00 per occurrence, and 5,000,000.00 aggregate, applicable to claims due to bodily injury and/or property damage. County shall be named as additional insured under this policy.

e) **Automobile Liability Insurance**

Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of \$ 1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

f) **Professional Liability Insurance**

The Contractor and all its subcontractors will be required to procure and maintain Professional Liability Insurance providing liability insurance limits at \$2,000,000.00 per occurrence and a total policy no less than in the amount of \$3,000,000.00 The Contractor will be required to maintain this coverage for a period of at least six (6) years beyond substantial completion of the contract. This coverage must extend to all of Contractors' and subcontractors' employees.

g) **Umbrella Liability Insurance**

Providing coverage as excess above the underlying Commercial General Liability Insurance, Automobile Liability Insurance, and Employers Liability Insurance policies required by this Contract. This coverage shall provide excess liability limits at least in the amount of \$2,000,000 per occurrence, combined single limits, applicable to claims arising from bodily injury, personal injury and/or property damage. The parties named as additional insureds under the primary underlying policies are to be included as additional insureds under the Umbrella Liability Insurance coverage.

1.20 **Addendum**

The RFP package constitutes the entire set of RFP instructions to the Bidder. County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of Addendum provided to all Bidders who are listed as having attended any pre-bid conference.

1.21 **Compliance with RFP Requirements**

Failure to comply with these provisions may result in rejection of proposal, in the sole discretion of the County.

1.22 **Right to Reject Proposals**

County reserves the right to reject any or all proposals in part or in whole.

SECTION 2 - STATEMENT OF SERVICE REQUIREMENTS AND SPECIAL CONDITIONS

2.1 Introduction and Background

The bid is for health care and related services that will be provided in the Kennebec County Jail in Augusta, Maine.

2.2 Intent

It is the intent of County/KCCF to solicit proposals for a Health Services Program at KCCF and select a Bidder which best satisfies the requirements for inmate medical and mental health care. It is emphasized that the selection of an inmate health care Contractor ultimately resides with the Kennebec County Board of Commissioners.

2.3 Scope of Work and Service

- a) The Bidder shall be responsible for every facet of the health care delivery system at KCCF and shall conduct said program in full compliance and in accordance with recognized standards, laws, ordinances, rules and regulations of federal, state, and local authorities that may be applicable. At a minimum, Contractor must guarantee maintenance of Maine Department of Corrections Medical Standards and follow NCCHC standards for adult facilities and ACA most current standards for adult local detention facilities. The responsibility for providing health care commences with the commitment of an inmate to the custody of KCCF and ends with the discharge of the inmate.
- b) The health care delivery system must conform to state standards for medical services.
- c) The successful Bidder will be required to deliver quality health care that can be audited against established standards, in a cost- effective manner, with full reporting and accountability to County/KCCF.
- d) The Bidder will implement a written health care plan with clear objectives, policies, procedures, and an annual evaluation of compliance.
- e) The Bidder will ensure that appropriate staff is available to provide the health care services as defined in this proposal. Bidder's proposal must include the following criteria for staffing:
 - 1. Maintain an open and cooperative relationship with the administration and staff of KCCF
 - 2. Maintain complete and accurate records of care and collect and analyze health statistics on a regular basis

3. Operate the health care program in a humane manner with respect to the inmate's right to basic health care services and confidentiality
4. Meet all state and federal statutory and constitutional standards and requirements.
5. Full staffing for KCCF, using only licensed and professionally trained personnel to provide health care coverage for the following options shall include:
6. Nursing Coverage:
 - Provide RN and LPN staff with appropriate supervision to conduct intake, daily nurse's sick call, review and triage of medical requests, diabetic call, detox protocol, conduct medication administration, and perform other functions required by the contract. Nursing coverage shall be twenty-four (24) hours per day, seven (7) days per week.
7. Medication Administration:
 - A. Medications are to be administered to the inmate population by nursing personnel or for unique requirements may be Kept on Person (KOP) by the inmates depending on the medication involved and the assigned housing unit. No controlled substances, TB, HIV or psychoactive medications shall be KOP but rather be administered on a dose-by- dose basis by licensed nursing staff.
 - B. Medication distribution to inmates will be provided within the scope of Maine state law and Maine DOC Jail Standards. Quality review audits will be performed monthly.
 - C. Medication shall be distributed in accordance with any protocols established by the County as required for security purposes.
8. Medical Sick Call:

A qualified Medical Provider (physician or a physician's assistant) will be on site to provide Sick Call as reasonably required by the needs of KCCF, but in no event less than ten hours per week. The Contractor shall establish a system to respond to inmate requests for medical, dental or mental health services. Individuals shall be seen by the appropriate level of health care team member for medical requests within medically reasonable timeframes, or as prescribed by NCCHC and ACA, whichever is sooner. Dental complaints may be screened by a hygienist or nursing staff if the dentist trains the staff appropriately. The level of provider seen shall be established through the triage process by nursing staff. A qualified Medical Provider (Physician, Nurse Practitioner or a Physician Assistant with appropriate supervision) will be on site to provide sick call two days per week. Actual sick call encounters shall be conducted by nursing or physician staff for medical complaints, nursing or dental staff for dental complaints and a Qualified Mental Health Professional for mental health issues.

Nurse sick call shall be available on site daily, including weekends and holidays. Provider sick call shall be conducted not less than two days per week. It is expected that the physician or physician's assistant will remain on site for a sufficient period of time to complete the assessment and/or

treatment of all inmates who are scheduled to be seen on a given day. It is expected that medical sick call will be scheduled in advance and that there will be no changes to the scheduled medical sick call unless necessitated by emergency circumstances. Any change in the medical sick call shall be conveyed to the jail at the earliest possible time. The Contractor will be responsible for tracking, monitoring and reporting on the status of requests.

9. Health Services Administrator (HSA):

The Contractor's Health Services Administrator is a full-time, on-site health care administrator who shall have the general responsibility for successful delivery of health care pursuant to the contract. The proposal shall address what the Health Care Administrator's responsibilities will be regarding staffing, recruitment, in-service training, policy and procedure development and quality assurance program. The Health Services Administrator will meet with Jail Administration bi-weekly to discuss any inmate issues or problems. The Contractor shall indicate the qualifications of, as well as the range and scope of the responsibilities and activities of this position. The Health Care Administrator shall hold a baccalaureate degree in a health related field such as public health, public administration, business administration, hospital administration, nursing, etc. or possess education and experience which demonstrates competence and success in administering a complex organization, managing numbers of personnel comparable to the KCCF health services program, complying with accreditation standards, and displaying a commitment to continuous quality improvement, particularly in a healthcare related environment.

10. Substance Abuse Treatment Services:

- A. The Contractor's proposal shall provide a plan for a treatment program, including but not limited to, a detoxification program for drug and/or alcohol addicted inmates. The Contractor will indicate which drug and alcohol assessment instrument(s) will be used. Written protocol and policies will be provided to KCCF at the time of the submission of the proposal. Additionally, the Contractor will provide in-house substance abuse treatment services consistent with generally accepted medical protocols.
- B. Substance abuse treatment services as indicated herein shall include Medically Assisted Treatment for opioid use disorder. Inmates must be properly diagnosed for opioid use disorder, and if such diagnosis is rendered, must be assessed for treatment through a Medication Assisted Treatment program prior to any decision to withdraw and detoxify an inmate. The treatment programs must, at a minimum, meet the requirements of 34-A M.R.S. §§1208-B and 3052, as applicable to County and as amended from time to time.
- C. Pregnant inmates who are entering the stages of withdrawal shall be promptly triaged and evaluated rather than allowing the withdrawal

to move forward. The Contractor shall have systems in place to identify the pregnant, high-risk inmate upon admission, and for clinical follow-up during incarceration including routine prenatal care and maternal counseling.

- D. The Contractor shall establish a policy, procedure and practice to ensure that pregnancy prevention and management services are available to female inmates. At a minimum, these shall include:
 - E. Access to contraception, including emergency contraception;
 - F. Pregnancy testing;
 - G. Counseling, including counseling relating to pregnancy options;
 - H. Referral to community family planning services, if requested;
 - I. Access to pregnancy termination services, including, if appropriate, by referral to these services in the community;
 - J. Routine and high-risk prenatal care, to include medical examinations and laboratory and diagnostic tests, when medically indicated;
 - K. Specialized obstetrical services, when medically indicated;
 - L. Safety precautions, advice on appropriate levels of activity, and nutritional guidance and counseling;
 - M. Management of the alcohol or drug addicted pregnant inmate, when clinically indicated;
 - N. Postpartum follow up; and
 - O. Referral to community family planning services upon release, if requested.
 - a. The Contractor ensures inmates have access to a chemical dependency treatment program. The clinical management of chemically dependent inmates shall include, at a minimum, the following:
 - b. A standardized diagnostic needs assessment administered to determine the extent of use, abuse, dependency, and/or co-dependency.
 - c. An individualized treatment plan developed and implemented by a multi-disciplinary clinical team that includes medical, mental health, and substance abuse professionals.
 - d. Pre-release relapse-prevention education, including risk management.
 - e. Inmate involvement in aftercare discharge plans.
 - f. The Contractor shall establish a practice for the early identification, assessment, intervention and treatment of inmates with alcohol or drug dependency. Intake health care staff conducting mental health screenings and evaluations at admission shall also work to identify any individual in need of intervention for drug and/or alcohol addiction.

2.4 Personnel

a) **Employment Approval**

Contractor must recruit, interview, hire, train and supervise all health care staff. Such health care staff must be adequate to meet all conditions and specifications of this contract. All medical staff providing services under this contract must be licensed to practice in the State of Maine. Employment of the Contractor's employees, contract personnel, and subcontract personnel shall be subject to approval by the KCCF authorized representative or its designee. Upon request of the County, the Contractor shall replace any employee or subcontractor when the KCCF authorized representative or its designee deems it in the best interests of KCCF. This replacement shall not be deemed termination or any other form of adverse employment action, and Contractor will defend, indemnify, and hold harmless to the fullest extent permitted by law the County for any resulting action that may be taken by any person or entity so replaced. The County further reserves the right to refuse to allow any employee, agent, subcontractor, vendor, or representative of Contractor admittance to KCCF for purposes of participation under this agreement. The decision to deny admittance to KCCF shall be made by the KCCF authorized representative or its designee. The decision to deny access will not create any financial liability on the County, to include reimbursement for lost wages, fees, services, or other compensation of any sort. This refusal should not be deemed termination or any other form of adverse employment action, and Contractor will defend, indemnify and hold harmless to the fullest extent permitted by law the County for any resulting action that may be taken by any person or entity refused access.

b) **Background Investigation**

All of the Contractor's employees and subcontractors/subcontractor employees must have a pre-approved criminal background check which will be conducted by the Kennebec County Sheriff's Office or another law enforcement agency designated thereby. Kennebec County will take all reasonable, usual and customary steps necessary to screen health care personnel to ensure that such personnel will not constitute or create a security risk to KCCF, the inmate population, or staff. All health care personnel employed by the Contractor or its subcontractors may be required to submit prior to initial employment, drug screening, and additional drug screening during employment; all at the sole discretion of KCCF. Any cost incurred in this screening is the responsibility of the Contractor.

c) **Compliance with Applicable Laws, Regulations, and Standards**

All personnel provided by the Contractor or its subcontractors shall comply with all federal, state, and local laws, ordinances, rules, regulations, licensing requirements, court orders, and KCCF policies, procedures, and directives. In addition, all personnel provided by the Contractor shall always conform to applicable ACA and NCCHC

standards. KCCF shall determine, in its sole discretion, which of those standards are applicable. Contractor shall notify the KCCF authorized representative of any claims, suits or investigations concerning the licensure of any health care personnel working within the Kennebec County Correctional Facility within twenty-four hours. The Contractor will provide to Kennebec County copies of all required licenses and certifications, renewals of licenses and certifications, and any modification to or restrictions on any licenses or certifications, of health care personnel providing services under the contract between County and the Contractor.

d) Job Description

1. Contractor shall provide each employee and other members of its health care personnel with written job descriptions and performance expectations which clearly delineate the assigned responsibilities for each health care position. These job descriptions and performance expectations must be approved in advance by Kennebec County.
 - i. The Contractor will have on file on-site copies of licenses and individual plans of supervision for work at KCCF, of all medical staff members assigned to KCCF at the time the staff member is assigned.
 - ii. The Contractor shall maintain minimum staffing requirements.
 - iii. The Contractor's appropriate medical health personnel shall attend and participate in KCCF staff meetings as indicated.
 - iv. The Contractor hereby agrees with the County that it is contracting with the County as an independent contractor and that any personnel supplied to the County hereunder are not employees of the County and are employees, agents or subcontractors of the Contractor.
 - v. Inmates shall not be employed or otherwise engaged by either Contractor or KCCF in the rendering of any health care services.
 - vi. In the event Contractor's personnel are required to devote time regarding litigation or threatened litigation by or on behalf of County, this shall be in addition to their service time pursuant to this agreement. Contractor shall not be entitled to any additional compensation.

2.5 Delineation of Security Responsibilities

The primary responsibility for inmate custody and security within KCCF rests with the staff of KCCF. The Contractor shall have primary responsibility in all matters pertaining to medical and dental treatment and care of inmates. Everyone who works in KCCF has a responsibility for security. The Contractor shall be responsible for security of all materials and equipment in Contractor's work area. On matters of mutual concern, KCCF staff shall support, assist and cooperate with Contractor and Contractor shall support, assist and cooperate with KCCF staff whose decision in non-medical matters and matters involving safety of staff and inmates and security for KCCF shall be final. All decisions involving the exercise of medical and dental judgment are the responsibility of the Contractor. All on site health care personnel who provide services

shall receive orientation in security procedures.

2.6 Health Care Service Requirements

a) General Health Care Service Requirements

1. Contractor shall schedule, administer, and coordinate medical and dental care rendered to inmates inside or outside KCCF. Contractor shall administer emergency medical care at KCCF to any employee or visitor who requires such care.
2. The Contractor should establish agreements with the individual specialist and sub-specialists willing to assume the responsibility for ongoing care with a specialty multi-physician group practice for specialty outpatient services. The Contractor shall establish a working relationship and/or agreement with at least one local hospital to coordinate care for hospitalized inmates. All agreements for off-site services, inpatient, or outpatient, as well as all subcontractor agreements in general, shall be subject to the approval of KCCF. The Contractor shall maintain these contracts in a file on site with KCCF and these files shall be available to KCCF upon request.
3. The Contractor shall ensure that the utilization management (UM) is conducted for all inpatient hospitalizations to ensure that the length of hospital stay is no longer than necessary. The Director of Nursing or his/her designee shall be in contact with any outside hospital where an inmate is housed on a daily basis and the Medical Director shall be aware of each individual's hospital status as well. While utilization management is an important aspect of any managed care program, it is also critical that positive relationships with local hospitals or clinics be maintained and that the patient care site is clinically appropriate to the unique needs of the individual patient. Despite either outpatient or inpatient utilization management initiatives by the Contractor, the site Medical Director shall be responsible for clinical decisions involving his/her patients within KCCF. Final medical authority rests with the Medical Director. Individuals returning to KCCF following off-site treatment should return with documentation of the treatment received; in the form of a discharge summary, consult follow-up or other progress note. It is critical that any patient returning from an inpatient hospital stay be evaluated by a qualified nursing staff prior to return placement in housing population. All discharge summaries, treatment records, progress notes, etc. shall be reviewed by the physician as soon as possible after the inmate returns from an off-site appointment to assure appropriate orders and follow-up.
4. The County will be responsible for the cost of outside services. The Contractor will be expected to identify vendors and negotiate, adjudicate and pay such costs and will then be reimbursed by the County. The intent of this language is

to make clear to the Contractor that it is not liable or at risk for these costs.

5. The Contractor shall schedule, coordinate, and administer all physician services rendered to inmates inside or outside KCCF. At a minimum, Contractor shall identify a qualified medical professional who shall conduct sick call and generally provide such care as is available in the community. A covering physician or a qualified medical professional shall be on call seven (7) days per week, twenty-four (24) hours per day for consultation and/or emergency situations, to include on-site response to KCCF if requested by KCCF staff within two (2) hours.
6. The Contractor shall schedule, coordinate, and administer all supporting diagnostic examinations, procedures, and services for inmates, both inside and outside KCCF.
7. The Contractor shall provide the necessary follow-up for health problems as may be identified. This includes inpatient or outpatient hospitalization, appropriate monitoring, prescription of medications, consultations with specialty physicians, etc.
8. The Contractor will be required to draw blood samples for sex offender registration (DNA) and other purposes as determined by policy or statute, except for purposes of evidence collection.

b) Exceptions to Treatment

1. The Contractor shall provide health care services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of the Contractor.
2. Elective Medical Care: The Contractor will not be responsible for providing elective medical care to inmates. For purposes of the Agreement, “elective medical care” means medical care which, if not provided, would not, in the opinion of Contractor’s HSA, cause the inmate’s health to deteriorate or cause definite harm to the inmate’s well-being. KCCF must be notified of any referral of inmates for elective medical care, prior to provision of such services. Care required for conditions which have been diagnosed as requiring treatment, or for which the necessity of treatment is obvious, are not “elective medical care.”
3. Inmates outside KCCF: Health care services are intended only for those inmates in the actual physical custody of KCCF. This includes inmates in hospitals or other treatment outside KCCF. Such inmates will be included in the daily population count.

b. Inmates on any sort of temporary release, including, but not limited to, inmates temporarily released for attending funerals or other family emergencies, inmates

on escape status, inmates on pass, parole or supervised custody who do not sleep in KCCF at night, will not be included in the daily population count. They will not be the responsibility of Contractor with respect to the furnishing of health care services except for the provision of medications to provide for continuity of care prior to a scheduled release.

c. Receiving Screening

1. The Contractor shall perform a Receiving Screening on all new commitments to KCCF before the inmate enters the general population of KCCF. Following this initial determination of need, the inmates must be referred to the mental health staff when clinically appropriate. At minimum, the Receiving Screening shall include:
2. Relevant past medical and mental health history, including communicable disease, cardiac and circulatory problems, respiratory problems, allergies, muscular/skeletal problems
3. Documentation of current illnesses and health problems, including medications taken, and special health requirement
4. Behavioral observations, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs
5. Notation of body deformities, trauma markings, bruises, ease of movement, etc.
6. Condition of skin, including trauma markings, bruises, lesions, rashes, and needle marks or other indications of drug abuse, should be noted
7. For females, a history of gynecological problems and pregnancies
8. A standard form will be used for purposes of recording the information of the Receiving Screening and will be included in the health record of the inmate
9. Referral of the inmate for special housing, emergency health services, or additional medical specialties will be made as appropriate.
10. Screening upon intake using evidence-based tools to assess the risk of overdose or withdrawal and the person's history of substance use disorder and to determine initial treatment options.

d. Comprehensive Health Assessment

Contractor shall perform a comprehensive health assessment on any inmate confined at KCCF within fourteen (14) calendar days of the arrival of the inmate at KCCF. Such assessment shall be performed by a physician or a physician's assistant. At a minimum, the comprehensive health assessment shall include:

1. Review of the Receiving Screening;
2. Additional data necessary to complete a standard history and physical, including review of mental and dental status.
3. Screening tests for communicable and chronic disease, as clinically indicated.
4. Additional lab work as directed by the physician for medical or health

problems; Additional tests as required, based on the original screening tests;

5. Physical examination, including a gynecological assessment for females when determined by Contractor to be clinically necessary.
6. Review of physical examination and test results by a physician for problem identification and initiation of therapy when appropriate. Referral to mental health provider where indicated.

e. Medical Health Care Services

1. The Contractor shall be responsible for all medical health care orders. The Contractor shall provide appropriate and qualified health care professionals to visit KCCF as needed to provide comprehensive medical health care, i.e. diagnosis, treatment, prescription of appropriate medications and/or other treatment as may be indicated.
2. The Contractor shall provide a qualified health care professional to be on call as required to provide emergency treatment and consultation for inmates at KCCF on a 24-hour basis.
3. Provide diagnosis or referrals to health facilities for those inmates requiring more extensive treatment.
4. Advise KCCF staff of any potential situation which could place inmates and staff in jeopardy.

f. Mental Health Services

The Contractor will provide two qualified mental health care providers. The providers will be Licensed Clinical Social Workers, LCPC's, psychiatric nurses, or psychiatrists. They will be required to work 40 hours a week with 7 days of coverage provided.

1. Mental Health services shall include, as a minimum, screening for mental health problems on intake as approved by the mental health professional and as provided in NCCHC and ACA standards
 - a. Referral to the Contractor's Psychiatrist for the detection, diagnosis, and treatment of mental illness
 - b. Crisis intervention and management of acute psychiatric episodes
 - c. Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting
 - d. Referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the facility
 - e. Obtaining and documenting informed consent

2. The mental health evaluation shall be one key component of the comprehensive jail mental health program established by the Mental health Contractor. The clinical services provided shall be consistent with the community while emphasizing prevention, identification, early intervention and aggressive treatment of mental disorders with the goal of reducing the frequency and duration of episodes of serious mental illness. The goal shall be to provide services to the inmate such that she/he is able to function to the best of their potential ability. All inmates shall be considered as eligible for mental health services, with the priority given to those individuals identified as most severely impaired by serious mental disorder, the most dangerous to themselves or others, and those who exhibit an inability to function within the general population setting of detention facilities. The existence of a mental disease or disorder as categorized within the American Psychiatric Association's Diagnostic and Statistical Manual (4) of Mental Disorders shall be the basis for service consideration. Axis II disorders, including antisocial and borderline personality disorders, shall be evaluated for group intervention based on individual need. The mental health team shall also work with preventative or promotive programs including psycho- educational or cognitive behavior programs, focusing on topics such as anger management, impulse control, or substance abuse as examples.
3. The Mental Health Contractor shall establish a process for the systematic mental health evaluation of inmates within the timeframes prescribed by NCCHC and ACA, whichever is sooner.
4. Any inmate found to need urgent follow-up is identified by the mental health professional at the time of the intake screening or mental health evaluation unless previously referred by members of the security or health care staff or other jail staff person. If the inmate needs immediate intervention, the qualified mental health professional shall determine the appropriate disposition among the options available; emergency inpatient mental health transfer through civil commitment (limited availability or use), placement in a mental health special needs area (where suicide watch or therapeutic restraint can occur), or placement in mental health housing for the more chronic mentally ill. Written criteria and protocol shall be implemented for each potential mental health placement option and a referral process delineated in detail.
5. The mental health evaluation/appraisal shall be in accordance with NCCHC and ACA standards and minimally consist of a structured patient interview with a mental health professional (mental health professional defined primarily as independently licensed clinical social worker, qualified mental health professional, but may also include psychiatry or licensed doctoral level psychology staff, or advanced practice registered with a psychiatric clinical specialty) prior to the 14th day of inmate custody within the jail, and shall at

minimum include:

- a. History of psychiatric inpatient hospitalization, public or private
 - b. History of outpatient mental health treatment, public or private
 - c. Current psychotropic use- medication, dosage, and prescriber
 - d. Current drugs of abuse or alcohol use-type of drug, method of use, frequency, last use.
 - e. Current suicidal thoughts, ideation or plans
 - f. Prior suicide attempts-ideation, gesture, and attempt
 - g. History of sexual offenses.
 - h. History of sexual abuse.
 - i. History of violent interpersonal behavior or property damage
 - j. History of child abuse.
 - k. History of victimization within detention by predators, on the street
 - l. Special education background/level of education
 - m. History of serious head trauma with even momentary loss of consciousness
 - n. History of seizure activity and cause if identified alcohol, withdrawal, head trauma, etc.
 - o. Gross assessment of intellectual functioning
 - p. Adjustment for incarceration
6. If an inmate is identified as potentially mentally challenged /developmentally disabled during the booking process, receiving screening, mental health evaluation, or otherwise, the inmate shall be referred to the Mental Health Contractor for assessment. Mental health staff shall work together with the education staff in basic screening for intelligence and in obtaining prior documentation from a community setting regarding these needs, school or state's mental retardation agency. If the inmate has difficulty in functioning within the general population due to his/her limited intelligence or may be victimized, this inmate shall be considered by the mental health staff for placement into one of the mental health housing units that provide a more sheltered and protected environment.
7. The Mental Health Contractor shall ensure inmates referred for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed within 14 days of the referral request date.
8. The Mental Health Contractor shall be responsible for placing inmates who are at risk for suicide on an appropriate watch/observation status with documented checks to be performed at intervals specified by the Mental Health Contractor. KCCF staff shall be permitted to increase the frequency of such observation intervals, but only the Mental Health Contractor or a properly licensed mental health provider may reduce the frequency of such observation intervals and/or

reduce or remove an inmate from a designated watch status.

9. The Mental Health Contractor shall have all inmates screened by a mental health professional; execute releases of information so that prior medical and mental health records can be reviewed to ensure continuity of care.
10. If any inmate is referred to the Mental Health Contractor by KCCF staff for mental health evaluation or care, the inmate shall be examined by a mental health professional immediately if the Mental Health Contractor's staff is on site. Otherwise, Contractor shall contact a qualified mental health provider.
11. Administration of psychotropic medications, in crushed or liquid form, will be used where clinically appropriate. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All inmates placed on drug therapy for mental illness will have appropriate follow-up as determined by Contractor.
12. The Mental Health Contractor shall provide a psychiatrist through on-call availability at KCCF twenty-four (24) hours per day, seven (7) days per week.
13. The Mental Health Contractor shall implement a program of mental health care available to all custodial inmates, which includes at least the following:
 - a. Psychotropic medications
 - b. Case management, individualized treatment planning, and supportive group and/or individual counseling, all provided by duly licensed qualified mental health professionals
 - c. Psychiatric consultation for identified inmates
 - d. Laboratory studies as indicated
 - e. Discharge planning to include a minimum of seven (7) days of prescription medications, if indicated
 - f. Crisis intervention
 - g. Dual diagnosis treatment
 - h. Medication Assisted Treatment for opioid use disorder. In this regard, Contractor shall collaborate and cooperate with County to develop and implement medication dispensation protocols designed to reduce, to the extent possible, the diversion of drugs used as part of Medication Assisted Treatment. The obligation to provide Medication Assisted Treatment shall include working collaboratively with other vendors with whom County has or may contract to provide similar services.
14. The Mental Health Contractor may require more than seven (7) days of medications to be filled upon the inmate's release if it is clinically indicated that

either/or

- a. The prescription be filled in a sufficient quantity to ensure that the inmate can continue the medication until the inmate is able to be seen by an outside provider
- b. The prescription is completed

g. Dental Services

The Contractor shall provide an appropriate dental program. This shall include oral care, including emergency care, under the direction of a licensed dentist as needed to all inmates. Oral screening is done on all inmates within 14 days of admission (MDOC requirement).

1. The dental program shall use a qualified health care professional, trained by a dentist, to screen sick calls.
2. The Contractor shall maintain a system for the oral screening of inmates prior to or in conjunction with the health assessment/physical exam within 14 days of receiving the screening (MDOC requirement). This oral screening may be conducted by nursing staff or other health staff who are trained by the dentist to visually identify gross abnormalities of the teeth and gums, to identify swelling and infection and to respond to an inmate's complaint of acute dental pain. Antibiotic and analgesic orders may be initiated by nursing based upon verbal orders or telephone order by the dentist or physician. Nursing may not initiate legend medications from a generic standing order. The dentist shall also participate in the development of the formulary to ensure that dental is represented in the areas of antibiotics, analgesic, and other items such as rinses that may be prescription only.
3. Dental services shall be focused on emergency treatment for acute pain, swelling and infection. Restorative care such as routine fillings will be available on a limited basis depending on the availability of the dentist. Prophylactic care such as routine cleaning is unavailable in the detention setting due to the short length of stay. Individuals with prolonged lengths of stay that may be up to one year, or rarely more, shall be given priority for restorative care. An oral examination shall be performed by a dentist within 12 months of admission. Dental lab services shall be available through the Contractor, but utilization will be minimal with the focus on those individuals without teeth or with an insufficient number of teeth in opposition to masticate properly. Partials will be given priority for mastication rather than aesthetics and temporary devices may be provided, e.g. a "flipper."
4. All other NCCHC and ACA standards will be followed.

h. Pharmaceutical Services:

1. The County currently contracts with Westwood Pharmacy for pharmaceutical

services. The vendor will work in a harmonious relationship with Westwood. Contractor shall ensure that prescribed medications are provided to inmates within twenty-four (24) hours of the prescription being written, unless the prescription is for STAT, in which case the prescribed medication will be provided to the inmate within four (4) hours of the prescription being written.

2. The Contractor management of pharmaceuticals shall include:
 - a. A formalized method for obtaining and tracking medications
 - b. Prescription practices, including requirements that medications are prescribed only when clinically indicated as one facet of a program of therapy, and a prescribing provider re-evaluates a prescription prior to its renewal
 - c. Medication procurement, receipt, distribution, storage, dispensing, administration and disposal
 - d. Secure storage and perpetual inventory of all controlled substances, syringes, and needles
 - e. Administration and management in accordance with state and federal law and supervision by properly licensed personnel
 - f. Administration of medications by persons properly trained and under the supervision of the health authority and facility or program administrator or designee
 - g. Accountability for administering and distributing medications in a timely manner and according to physician orders

3. A consultant pharmacist shall conduct inspections on a quarterly basis. The Pharmacist shall generate a professionally prepared, legible report from each inspection, and the Contractor shall then develop a response with a plan of corrective action for any problematic areas. These complete reports shall then be delivered by the Health Services Administrator to the Jail Administrator. The Contractor shall ensure timely follow-up and resolution of all outstanding pharmacy management issues as a high priority.

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

5. This stock supply shall include emergency drugs for the emergency supplies as determined by the Medical Director. Additionally, stock shall include items for poison control, antidote and overdose management, again determined by the

Medical Director. All staff that work with medications shall be oriented fully to the pharmacy procedures and to poison control numbers. These numbers shall be posted conspicuously in medication area and in the clinic and intake areas.

6. Medications are to be administered to the inmate population by nursing personnel. It is expected that items of critical and emergent nature, such as nitroglycerin or an inhaler, will be allowed KOP.
 7. The Contractor will coordinate with the contracted Pharmacy to establish a formal process, in concert with state and federal laws, regarding the destruction or disposal of medications including patient- specific dispensed medications, stock medications, controlled substances (whether stock or dispensed), and psychotropic medications. Medications shall be purged routinely so that the on-site quantity does not build up. Documentation of all destruction and disposal shall be complete, thorough and available for review upon request.
- i. **Consultation Services**

Contractor shall provide a consultation service to KCCF staff on any aspect of the health care delivery system at KCCF. This shall include evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate supply systems and any other matter relating to health care services upon which the staff seeks the advice and counsel of the Contractor.
 - j. **Training by Contractor for KCCF Staff and Inmates**

Contractor will work with KCCF staff and inmates to provide educational material and instruction on a variety of health care issues. These shall include but not be limited to: CPR and First Aid; response to an emergency or disaster condition; signs and symptoms of mental illness; alcohol and drug withdrawal; chronic illness; completion of intake screenings; blood-borne pathogens and universal precautions; basic medical situations; suicide assessment and prevention; transmission of communicable diseases; and other courses as deemed appropriate by the Contractor and the County. KCCF's employees may be included in any in-service offerings available to the medical staff.
 - k. **Waste Management**

Contractor will establish and implement a method of appropriate disposal of contaminated and/or regulated medical waste including needles, syringes, biohazards, and other materials used in the treatment of inmates. The Contractor will be responsible for removal of such waste.
 - l. **Staffing**

Contractor will propose a staffing plan that provides coverage on a 24 hours per day, 7 days per week basis.
 - m. **Maine Diversionary Sentencing Program (MeDSP)**

There will be four (4) programs per year which will address the needs of judicial sentencing requirements for low risk-offenders, while providing valuable service within the community. During these programs there will be the need for a total of 100 hours of nursing coverage. The chart below is a basic outline of services for each program. Specific time to perform each service may vary depending on the program, medical needs of the participant(s) and the number of participants in each program. Estimated hours include travel time. Staffing at the MeDSP programs shall not affect staffing coverage pertaining to normal operations inside the facility.

Provider Services	Day of the Week	Estimated Hours
Initial Screening	Friday	5
Basic Sick Call	Sat, Mon & Tues	12
Exit Screening	Sunday & Wed	8

2.7 Policies and Procedures

- a) Policies and procedures of the Contractor relating to the provision of health care (including medical, psychiatric, psychological, and dental care) are generally to be established and implemented solely by the Contractor in cooperation with the KCCF. The Contractor shall develop and implement policies which ensure appropriate comprehensive healthcare in compliance with recognized standards, laws, ordinances, rules and regulations of federal, state, and local authorities as may be applicable. All such policies and procedures must be in strict compliance with ACA, NCCHC and Maine DOC standards. The policies and procedures of the Contractor are subject to approval of KCCF. The Contractor will provide KCCF with at least one copy of the policy and procedure manual within 60 days of the implementation of the contract.

- b) The Contractor shall maintain complete, accurate, and confidential medical, mental health and dental records separate from KCCF confinement records of the inmate in compliance with all laws and regulations. Electronic medical records are preferred. In any criminal or civil litigation where the physical condition of an inmate is at issue, or where medical care is at issue, Contractor shall provide the Jail Administrator or his designee with access to such records, and upon request, provide copies as authorized by law. The health care records shall be considered property of County.
 - 1. NCCHC and ACA standards must be followed regarding medical records. KCCF policies, DOC standards, and HIPAA standards must also be followed when applicable. The Contractor will cooperate with all internal investigations of KCCF.

2.8 KCCF Requirements

a) Building and Equipment

1. County will provide, install, maintain, repair, replace when necessary, and permit the Contractor to use all medical equipment within KCCF. County will provide, maintain and repair the building structure in areas assigned to Contractor, including necessary painting, maintenance of water, steam, refrigeration, sewer, electrical lines, ventilation, air conditioning, lighting, heating, duct work, floor and floor covering, walls and ceilings. However, the Contractor shall bear the expense of repairs necessary because of the negligence of Contractor, its employees, or subcontractors.
2. County will provide all security, pest control, housekeeping, sanitation (including walls, floors, and fixtures but excluding sanitation of medical equipment and non-disposable supplies), and utilities. County will provide local telephone service but Contractor's long-distance charges will be reimbursed to the County monthly.
3. As part of the RFP process, Bidder can inspect KCCF to determine that such space and facilities are sufficient for its agents, employees and subcontractors to perform all the obligations required under this Agreement. Inspection of the space is the responsibility of the contractor, and can be set up by contacting the contract administrator prior to August 5,2024.
4. KCCF will continue to maintain all health care equipment necessary for the performance of this contract during the term of this Agreement. If additional equipment is desired by Contractor, it shall be the responsibility of Contractor to notify KCCF of a need for such equipment. The equipment will be provided if KCCF staff agree, and the budget allows. Single equipment items with a value of greater than \$250.00 will require approval by the Sheriff or his designee prior to purchase.

b) Pre-Contract Inventory

KCCF will provide to Contractor control of all medical and office equipment and supplies in place at KCCF's health care unit. At the termination of the Contract or any subsequent agreement, Contractor will return to KCCF control of all supplies, medical and office equipment in working order, reasonable wear and tear expected. Outgoing medical provider will review medication inventory with incoming medical provider.

2.9 Reports Provided to County by Contractor

- a) The Contractor shall submit monthly clinical and financial reports to KCCF designated representatives concerning the overall operation of the health care services program and on the general health of persons committed to the custody of KCCF. The reports will be due no later than the 15th of each month unless otherwise negotiated.

- b) The Contractor shall regularly confer with KCCF staff concerning existing health-related procedures within the institution, any proposed changes in procedures and other matters as either party deems appropriate.
- c) Monthly meetings shall be held between Contractor and designated KCCF representative and Contract Monitor.

2.10 QUALITY ASSURANCE

Proposed Bidder/Contractor will provide a detailed proposal for a quality assurance program which includes the design and how the program will be implemented and maintained. At a minimum, Bidder/Contractor will address in its proposal the following items: a description of roles and responsibilities of staff, areas to be monitored and addressed through the quality assurance program, the role of the quality assurance program in tracking and monitoring utilization of services, programs to be implemented as part of the quality assurance program, and techniques to monitor compliance with the contract.

a) Complaints

Bidder/Contractor must detail in its proposal a plan for handling and resolving complaints from inmates and KCCF staff.

b) Periodic Audit

1. Bidder/Contractor must submit to a periodic independent audit during each year of the contract. KCCF will commission an independent auditor of its choosing for the purpose of auditing and monitoring compliance with the contract by successful Bidder/Contractor.
2. Bidder/Contractor and its subcontractor shall cooperate in every respect with the independent auditor, including providing information and documentation requested by the auditor. Bidder/Contractor shall bear the expense of the annual audit, not to exceed Three Thousand Dollars (\$3,000.00).
3. The Contractor shall always provide a standard and quality of health care which shall satisfy those standards developed by the ACA, NCCHC, PREA, and Maine Jail Standards, County and Municipal Detention Facilities, and the standards of health care dictated by state and federal court decisions regarding the quality of care for persons incarcerated in public correctional facilities. Failure by Contractor to maintain accreditation or certification will result in liquidated damages of \$50,000.00. If Contractor fails to obtain maintain re-accreditation because of the Sheriff's Office being non-compliant, the Contractor will not be required to pay any liquidated damages.

2.11 Contract Compensation

a) Base Compensation

The budget for the first -year contract shall be negotiated with the successful bidder. The monthly base compensation will be the annual budget plus the management fee divided into twelve (12) equal payments. The Contractor shall invoice the County for the monthly base rate on the first day of the month in advance of the month in which services are to be furnished, e.g., July 1 for services to be furnished in August. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Contractor will be prorated accordingly for the shortened month. The Contractor shall develop a budget on the assumption that the average daily inmate population is estimated to be 166.

b) Third Party Reimbursement

Contractor will, where possible, seek and/or coordinate third party insurance reimbursement for inmate medical services performed by the Contractor or other outside provider. Third-party source or sources include but are not limited to, workers' compensation insurance, commercial medical insurance, MaineCare medical assistance program for inpatient hospitalizations. The Contractor will share all documentation received on third party claims with the County. The Contractor will make every effort and establish operational procedures to routinely pursue all insurance claims and/or government reimbursement for medical treatment provided.

2.12 Health Care Cost Control

Successful Bidder will be expected to provide health care at per- inmate cost levels to commensurate with prior years, adjusted for inflation and any enhanced services required by the REP and contract.

2.13 Audit Provision - Right to Audit.

The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with the terms of this agreement, applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work under this Agreement. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the

CONTRACTOR's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

SECTION 3 - PROPOSAL PREPARATION INSTRUCTIONS, FORMAT AND FORM

3.1 Proposal Preparation Instructions

- a) All proposals shall be complete and carefully worded and must convey all the information requested by the County. If significant errors are found in the Bidder's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.
- b) Proposals should be prepared simply and economically, providing a straightforward, concise description of Bidder's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c) One (1) original and three (3) copies of the complete proposal are required. The original and each copy should be in individual three (3) ring notebooks. Each notebook should contain all documentation. Additionally, a digital copy of the Proposal must be submitted in PDF format.
- d) The original Proposal and the required three (3) copies of the complete proposal shall be submitted to the recipients at the address on the title page of this RFP, in a sealed package. The outside of the package shall indicate the name of the company submitting the proposal and be marked, "INMATE MEDICAL AND MENTAL HEALTH SERVICES PROPOSAL KENNEBEC COUNTY JAIL".

3.2 Proposal Format

Proposals shall be concise. All submitted information shall be in a three-ring binder (in addition to the digital copy), indexed according to the Sections detailed below and shall contain the following:

Section 1: Original RFP Package with completed Proposal Form

This section shall contain the entire RFP package as received by the Bidder as well as any addendum received during the process. Bidder shall complete the proposal form contained in section 3.3 of the RFP.

Section 2: Acknowledgment of General Conditions, Contract Requirements, and Insurance Requirements

- a) Bidder shall submit a narrative addressing acknowledgment and understanding of the requirements of the RFP.
- b) Bidder shall also submit a currently valued, three (3) years loss run relative to the Medical Professional Liability claims for the Bidder.

Section 3: Acknowledgment of Compensation Requirements

- a) Bidder shall submit a plan addressing, at a minimum, all requirements in section 2.10 of the RFP.

Section 4: Health Care Services

- h) Bidder shall submit a plan addressing, at a minimum, all requirements in sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1-2.6.11, 2.8, and 2.9 of the RFP.

Section 5: Staff Recruiting, Motivation, and Training Plans

- a) Bidder shall submit a plan addressing all requirements in section providing an appropriate staffing plan to address all medical needs of KCCF.
- b) Bidder shall also submit as part of Section 5, Qualifications or Resumes of Key Personnel. The Bidder will make every effort to retain all existing KCCF medical staff and will consult with the KCCF before any change in existing staff is made.
- c) Bidder shall also submit as part of Section 5, a proposed staffing pattern for the contract term. Staffing plan shall be detailed and indicate the number of Professional Staff, Administrative/Support Staff, and Nursing Staff, coverage assignments, locations, and duties for a seven (7) day period. The staffing pattern proposed will be the basis for the minimum staffing coverage required of the Contractor during the contract period.

Section 6: Transition Plan

- a) Bidder shall submit a plan addressing the transition from the current jail operation to Bidder's proposed operation at KCCF.

Section 7: Exceptions to RFP Requirements

- a) Any requirement that Bidder takes exception to must be listed in this section. The County reserves the right to reject, modify or accept any exceptions at its sole discretion.

Section 8: Other Information Bidder Desires to Furnish

- a) This section is to be reserved for any information provided over and above the specific information requested in the RFP.
- b) One (1) original and three (3) copies (one electronic) of the complete proposal are required. The original and each copy should be in individual three (3) ring notebooks. Each notebook should contain all documentation.

3.3 Proposal Form

Vendor's Quote #

**COUNTY OF KENNEBEC, STATE OF MAINE
PROPOSAL FORM**

**RFP # 201901- INMATE MEDICAL AND MENTAL HEALTH SERVICES FOR
KENNEBEC COUNTY JAIL**

Deadline for Receipt of Proposals 3:00 p.m., September 5, 2024.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this proposal for the Bidder.

Compensation

	Annual Compensation
First Year (Base Inmate Population 125-177)	\$
Second Year (Base Inmate Population 125-177)	\$

Notice to Proceed

The undersigned, if awarded the contract, hereby agrees to execute a contract with Kennebec County in the form specified within thirty (30) days after the award.

Bidder/Offeror (Company name): _____

Address: _____

City, State, Zip: _____

Phone: _____ E-mail: _____

Signature: _____

Date: _____

Print: _____

Title: _____