



**Request for Proposals (RFP)
Inmate Medical Services**



**Issued By:
Surry County Purchasing Department
114 West Atkins Street
Dobson, NC 27017
Phone: (336) 401-8203**

**Issued For:
Surry County Sheriff's Office
218 South Main Street
Dobson, NC 27017**

**Detention Facility
219 Snow Street
Dobson, NC 27017**

**Date of Issue: February 20, 2024
Proposals Due: March 22, 2024 5:00 PM**

KEY INFORMATION SUMMARY SHEET

Request for Proposals (RFP)
Inmate Medical Services
RFP # 24-001

RFP Issue Date:	February 20, 2024
Mailing address to submit proposals:	Surry County Purchasing Department Attn: Miranda Jones, Purchasing Agent 114 West Atkins Street Dobson, NC 27017
Electronic file (pdf) Email Address:	jonesm@co.surry.nc.us
Mandatory Pre-Bid Meeting*:	March 1, 2024 at 10:00 AM
Deadline for Written Questions:	March 6, 2024 by 5:00 PM
Responses to Written Questions:	Addendum March 8, 2024 by 5:00 PM
Sealed Proposal Due Date:	March 22, 2024 5:00 PM

***PROPOSALS MAY BE CONSIDERED NON-RESPONSIVE UNLESS A REPRESENTATIVE FROM THE SUBMITTING PROVIDER ATTENDS THE MANDATORY PRE-BID MEETING AT THE DETENTION CENTER, 219 SNOW STREET, DOBSON, NC. AN ATTENDANCE ROSTER WILL BE TAKEN.**

TIME DEADLINES ARE EASTERN STANDARD TIME (EST)

INMATE MEDICAL SERVICES PROVIDED BY THE SURRY COUNTY SHERIFF'S OFFICE DETENTION CENTER ARE GOVERNED BY N.C.G.S § 153A-224 AND § 153A-225, AS WELL AS CASE LAW, AND THE NORTH CAROLINA ADMINISTRATIVE CODE (10A NCAC 14J). THIS ALSO INCLUDES NC DEPARTMENT OF HEALTH AND HUMAN SERVICES (NCDHHS) RULES AND LAWS GOVERNING THE OPERATIONS, SURVEILLANCE, AND MONITORING OF JAIL FACILITIES.

February 20, 2024

RE: **Request for Proposals (RFP), Proposal No. 24-001
Inmate Medical Services**

To Whom It May Concern:

The County of Surry is seeking sealed proposals from qualified Medical Providers authorized to practice in the State of North Carolina to provide medical services to inmates housed within the Surry County Detention Center. For the sake of this RFP, the terms "Medical Provider," "Provider," or "Practice" extends to any Physician, Medical Practice, Hospital, Clinic, Correctional Healthcare Provider, or Managed Healthcare Partner.

Attached you will find a Request for Proposal (RFP) which identifies the services required.

To be considered, all Proposals must be sealed and submitted, in writing, no later than **5:00 PM EST March 22, 2024. No proposal will be accepted after this time.** Medical Providers mailing proposals should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the proposal to the Surry County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the proposer. The County will in no way be responsible for delays caused by any occurrence. Sealed proposals may be hand carried or mailed to:

Surry County Purchasing Department
Attention: Miranda Jones, Purchasing Agent
114 West Atkins Street
Dobson, NC 27017

In addition, proposals must also be submitted in electronic format. The email address for electronic submittals is provided below for proposals under 15 MB in size or you may submit on thumb drive.

Any questions pertaining to this Request for Proposal must be submitted in writing no later than 5:00 PM EST on March 6, 2024. Questions may be emailed to: jonesm@co.surry.nc.us

Any changes or modifications to this Request for Proposal will be transmitted in writing through an addendum by **March 8, 2024 at 5:00 PM EST.** It will be the responsibility of the Proposer to ensure that all addenda are received.

No proposal will be received or accepted **after 5:00 PM EST, March 22, 2024.** Late proposals will be deemed invalid and returned unopened to the Provider.

Attendance at the pre-bid meeting on March 1, 2024 at 10:00 AM EST is required. Proposals from medical service providers not represented may be deemed non-responsive.

Thank you,

Miranda Jones
Purchasing Agent

1.0 Background

The Surry County Detention Center (SCDC) is a newly constructed, state-of the-art Detention Center, with a maximum rated capacity of 360 inmates. There are 10 units, with 7 male and 3 female units. There are 288 beds for males and 102 for females. Of the 10 units referenced above, there is 1 segmental unit for male inmates and 1 segmental unit for female inmates. The average capacity at release of RFP is 260 inmates, 200 males and 60 females.

The counts above include pretrial detainees as well as county/state sentenced inmates. Currently, if an inmate from another county needs non-emergent medical treatment, the inmate is transferred back to that jurisdiction; however, if that County is under contract with the same Medical Provider, the Provider will treat the inmate in the SCDC, but the Provider will invoice the other county for the services rendered. Should an inmate from another county need emergency medical treatment, the other County pays for treatment of their inmate. The Surry County Detention Center (SCDC) does not currently house any **federal** inmates.

In addition to the regular adult inmate population, there are approximately 3 weekenders, inmates sentenced to weekends only, who are also covered by County medical services while incarcerated.

2.0 Staff

The SCDC is comprised of contracted services, including food services, medical services, vending and inmate commissary. The Jail Administrator (Lieutenant) oversee the responsibility for contracted medical services.

The SCDC is staffed with approximately 54 employees including 1 Jail Administrator, 1 Lieutenant, 5 Sergeants, 6 Senior Officers, 40 Detention Officers, 1 Detention/Maintenance Officer.

In addition, there are contracted staff for food service and other county employees who also work in the facility on a daily basis. Line detention staff work 12-hour shifts.

3.0 Preparation of Proposal

Each proposing Medical Provider must thoroughly examine the Request for Proposal and contract documents to ensure that all requirements can be met. Proposers are responsible for verifying all information and to familiarize themselves with the required services, prior to submitting a proposal.

Proposals shall be submitted on the forms included within the RFP. Proposals shall be signed by the person or persons legally authorized to bind the Medical Provider to a contract. Failure to submit a proposal with all proposal requirements may be considered sufficient cause for rejection of the Proposal. All costs associated with the preparation of the Provider's proposal will be borne by the Provider.

4.0 Submission Requirements

To evaluate responses efficiently and equitably, **responses must be tabbed as identified below.** Failure to submit this information as indicated may render your proposal non-responsive.

Tab 1: Introduction: Company Information

- Medical Provider/Practice's name and business address, including telephone, email address, website address.
- The type of practice (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- Year established. Include former company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the practice's authorized negotiator. The person identified must be empowered to make binding commitments for the practice.

Tab 2: Experience and Operations Summary

- **Experience:** Describe experience with providing the Services outlined in RFP.
- **Current Contracts:** Provide a list of current contracts, and the term of the contracts, for similar services, including the number of jails currently serviced in North Carolina.
- **Previous Contracts:** List of all contracts held within the last five years that were not renewed or were cancelled by the agency prior to the initial term of contract and the reason for cancellation.

Tab 3: Proposed Staff:

- Indicate capacity to successfully manage the proposed services. (A) Propose staffing plan for 24-hour coverage, seven days a week. This information shall include a detailed overview of the on-site professional staff that will be provided, their credentials, days per week, number of hours per day for each on-site staff member, and schedule of hours for each on-site staff member, etc. See attached Proposed Staffing Form. Also, this section should include administrative/support staff that will be assigned to the awarded Provider.
- **HIPAA:** Describe what HIPAA security policies are in place. In addition, describe any information security breaches that may have occurred within the last 10 years.
- **Emergency Contact Information of Provider.** A list of emergency contacts, titles, office phone and cell phone numbers is required for the awarded Provider.

Tab 4: Program Delivery

- **Overview of Actual Services Delivered.** A list of screenings, health assessment, med pass, etc. to be provided.
- **Medication-Assisted Treatment (MAT) or Other Substance Abuse Treatment Program.** Provide an overview of MAT/Substance Abuse services provided at other jails in NC with additional details specific to how you would handle substance abuse inmates at SCDC.

Tab 5: Forms

- References of current contract holders
- Non-Collusion Affidavit
- Exceptions to the Proposal and Sample Service Contract
- Claims
- Certification Regarding Debarment and Suspension

Tab 6: Cost Proposal

- Proposal Options - Base Annualized Fee Options 1-4 and Daily Per Diem Rate

Tab 7: Draft Medical Plan

- Provider should provide a draft Jail Medical Plan compliant with N.C.G.S 153A-224 and 153A-225, and NCAC 14J.1011. A fully executed, Health Director approved, Jail Medical Plan will be required from the awarded Provider before services can begin.

5.0 Submittal Deadline

Submittals are to be submitted in writing **and** electronically. To be considered, all proposals must be in writing, sealed, and submitted no later than **5:00 PM EST on March 22, 2024**. Time is of the essence; No proposal will be accepted after the official time and date. Proposals from Providers who do not attend the required Pre-Bid meeting may be considered non-responsive. Only **sealed** proposals will be accepted; however, this is not a public bid opening. Providers mailing responses should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the proposal to Surry County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the responding Medical Provider. ***The County will in no way be responsible for delays caused by any occurrence.***

The outside of the sealed envelope shall be clearly marked **“RFP #24-001 Inmate Medical Services .”** Responses may be hand carried or mailed to:

Surry County Purchasing Department

Attn: Miranda Jones

114 West Atkins Street

Dobson, NC 27017

Hours of Operation: Monday – Friday 8:15 a.m. - 5:00 p.m. EST

In addition to the sealed proposal, an electronic copy of the proposal is required. Electronic copies should be submitted in a pdf file and emailed to Miranda Jones at jonesm@co.surry.nc.us prior to the deadline for sealed proposals. If the file size prohibits pdf, you may use Dropbox or some other digital format for retrieval. Maximum size for the County servers is 15 MB. *It is recommended that a separate email be sent to confirm that the electronic version was received.*

6.0 Questions

Should a Provider find any discrepancies in, or omissions from the documents, or should the Provider be in doubt as to their meaning, the Provider should notify the County. All discrepancies, clarifications or questions pertaining to this Request for Proposal (RFP) shall be submitted in writing no later than **March 6, 2024 by 5:00 PM EST**. Questions may be emailed to: jonesm@co.surry.nc.us. Any written or verbal correspondence with anyone outside of the County Purchasing Department may result in the proposal being deemed non-responsive.

Only written questions submitted prior to the deadline will be considered formal. **Any information given verbally or by telephone will be considered informal.** Any questions received prior to the deadline, that the County feels are pertinent to all Proposers will be mailed as an addendum to the RFP. *Questions that are not relevant will not be responded too; therefore, it is recommended that only questions needed to submit a proposal by the company be submitted.*

7.0 Addenda

Any interpretation, correction or change to this RFP will be made by Addendum and issued through the County Purchasing Department. Addenda will be mailed or delivered to all who are known by the County to have received a complete set of RFP documents. ***It is the responsibility of the Proposer to ensure that all Addenda has been received prior to submitting a response.***

8.0 Performance Bond

The successful Provider shall furnish and deliver to the County a Performance Bond covering the faithful performance and completion of the services included in this RFP and payment for all materials and labor furnished or supplied in connection with the required services.

Said bonds shall be issued and furnished to the County prior to, and as a condition precedent to, commencement of the work. The Provider will have 10 days after contract award to furnish

bond. The Performance Bond shall be furnished on behalf of the successful Provider and shall name County as obligee, and coverage shall be written subject to the limit of not less than \$500,000.

The surety bond must be in the form set forth in NCGS 44A-33, without any variations there from. The Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury. The bond shall remain in effect at least one (1) year after the date when final payment becomes due.

The successful Provider shall provide surety bond wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract and agrees that the obligations undertaken by the Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

9.0 Evaluation & Award of Contract

Award will be made to the Medical Provider whose proposal is most advantageous to the County taking into consideration the following criteria:

- The ability, capacity, experience, and skill of the Provider to perform the services required under the contract;
- The thoroughness and completeness of proposal; responsiveness to RFP requirements;
- The quality of service and level of performance of a Provider under previous contracts, if any;
- The previous and existing compliance by the Provider with laws and ordinances relating to the service;
- References

Proposals will be reviewed by an evaluation team consisting of the Purchasing Agent, Sheriff's Office/Jail Staff, and Administration, along with Others as deemed pertinent by the County Manager. A recommendation will be made by the Sheriff with final approval by the Board of County Commissioners. The successful Medical Provider will be notified in writing within 30 days, or sooner, after the receipt of proposals. Verbal notification of award is not considered a liable mode of notification and therefore will not be recognized as an official notification.

Upon issuance of a contract award by the County, the successful Provider will perform the services as specified at the stated fees, within the time specified, and in accordance with all provisions of the proposal documents.

10.0 Rejection of Proposals

The County of Surry reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The County also reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposal. Failure to comply with any of the terms and conditions of this RFP may result in rejection of a proposal. The County reserves the right to negotiate any and all terms with the successful healthcare provider.

11.0 Proposed Contract Period

The term of the initial contract will be for a three-year period from July 1, 2024 – June 30, 2027; however, the contract with the successful Provider will include an early termination clause for poor performance at the County's or Sheriff's Office discretion.

12.0 Option to Renew

This contract may be extended for two additional one-year periods. This option, if exercised, is to be executed as a letter of agreement or Amendment to Extend the Contract, issued no sooner than ninety (90) days prior to expiration of this contract. This option to renew requires the mutual agreement of both parties. The County will initiate a new contract proposal at the end of the five years, if not sooner.

13.0 Withdrawal of Proposal

A Provider may withdraw its proposal prior to the time that proposals are due by sending a written request to the Purchasing Office. No proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of 90 days.

14.0 Exceptions to the Proposal

Exceptions to any requirement contained herein must be clearly stated on the "Exceptions to the Proposal and Sample Contract" form. The Exception to the Proposal form is provided herein.

15.0 Sample Agreement

Attached is a *Sample* Service Contract that describes the County's contractual terms and conditions. The successful Medical Provider will be required to enter into a service contract with the County. Any exceptions to the terms and conditions of the service contract must be documented and listed on the "Exceptions to the Proposal and Sample Service Contract" form. **In addition, any additional required language, terms, or conditions must be submitted with the proposal.**

16.0 Non-Collusion Affidavit

Each submittal must be accompanied by a notarized affidavit on non-collusion, executed by the Provider or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

17.0 Proprietary Information

Trade secrets or proprietary information submitted by a Provider in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the Provider must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. DO NOT mark every page as confidential. **Each individual page that includes a trade secret or proprietary information must be labeled "Confidential" in the top right corner.**

18.0 Change of Ownership

If the Provider changes owners or goes out of business during the term of the contract, sixty (60) days advance written notice of such change shall be provided to the County. If the Provider changes ownership and fails to comply with this provision, the County may terminate the contract immediately.

In the event the Provider provides sixty (60) days advance notice to the County of change of ownership, the County, at its sole discretion, may terminate the contract at the end of the sixty (60) day notice period, or may continue the contract with the new owner(s) under the same

terms and conditions. The new owner(s) shall not have the right to unilaterally terminate the contract.

19.0 Subcontractors

The successful Provider will be the primary Provider and will perform the services using their own workforce. The Provider shall not subcontract the services without the prior approval of the County. ***If the healthcare provider intends to subcontract any of the services required in this RFP, the subcontracted services and subcontractor information must be listed on the Exceptions to the Proposal form, including subcontracting relationships with pharmacy, lab services, x-ray providers, medical supplies, etc.***

20.0 Insurance Requirement for Service – See sample Service Agreement for Limits

The Provider shall provide the County an original Certificate of Insurance indicating that the Provider has in force the required coverage prior to the start of any Services under this Contract and agrees to maintain such insurance until the completion of this Contract. All insurance policies shall be with insurers with an acceptable rating, registered and licensed to do business in the State of North Carolina.

Each policy shall provide a thirty (30) day notification clause in the event of cancellation, non-renewal, or adverse change. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with the County at least fifteen (15) days prior to the expiration date. Failure to maintain the proper insurance will be grounds for termination of contract.

21.0 Safety and Health Device

All equipment, whether provided by the County or the Provider, shall meet the requirements of the federal government and the State of North Carolina. Equipment shall also conform to applicable standards of all national regulations.

22.0 Quality of Services

It is preferred that the Provider have a minimum of five (5) years' experience in this field. The successful Provider expressly warrants that all services specified in this Request for Proposal will be performed with skill, care, and diligence and in accordance with all requirements under the Request for Proposal. The successful Provider agrees to correct any deficiencies in its provision of services upon notification by the County and without additional expense to the County.

23.0 References

A minimum of three (3) references is required. References for which this type of service was provided preferably within the State of North Carolina is preferred. Reference information shall be submitted on the form enclosed. Additional references may be submitted and attached to the sheet.

24.0 Objectives of the RFP

- A. To implement and deliver a comprehensive inmate medical system consistent with all applicable state and federal standards and constitutional requirements in the SCDC Jail Medical Plan.
- B. To maximize treatment and care of inmates within the SCDC while avoiding unnecessary instances involving transportation, inappropriate utilization of staff, and security risks by such movement. Services shall be cost effective and delivered to the population in such a way as to promote quality healthcare while fulfilling the Contractor's mission, goals, and objectives.

- C. To operate the inmate medical services in a cost-effective manner with full reporting and accountability to the SCDC.
- D. To operate the inmate medical services program at full staffing and use only licensed, certified, and professionally trained personnel. The Medical Provider shall be a licensed Medical Doctor authorized to practice in the State of North Carolina and be in good standing in all respects with appropriate licensing agencies and medical boards. The Proposer must list all claims and complaints that have been filed with the Medical Board or any insurance company against the Medical Provider or Provider's company. **See attached form.**
- E. To define the healthcare delivery system through the establishment of, and adherence to, written policies, procedures, guidelines, and protocols thoroughly defined by the Provider to include workflow and processes aimed at the timely and cost-effective delivery of appropriate inmate medical services.
- F. To maintain an open and cooperative relationship with the SCDC staff and more specifically with the Jail Administrator who oversees the inmate medical services.
- G. To maintain, on behalf of the inmates, a complete inmate health records system, which shall be accurate records of care, and to collect and analyze health statistics on a regular basis. It is to be understood that any and all patient records, currently existing and future, are the property of the SCDC.
- H. To commit Providers on-site staff, visiting staff of the Provider, or any contracted staff by the Provider, to adherence of existing SCDC policies and procedures.
- I. To operate the healthcare program in a humane manner with respect to the inmates right to basic healthcare services.

25.0 Personnel Requirements

The County of Surry requires that Providers meet the following personnel requirements and qualifications. Failure to meet each of the requirements may result in disqualification or possible termination of contract.

- A. The Provider must be organized and existing for the primary purpose of providing healthcare services.
- B. The Provider must have experience in administering healthcare programs at a jail/prison facility comparable in size or larger or must be experienced in administering a clinic and/or practice with a patient base comparable (in size) to the inmate population of the SCDC.
- C. The Provider must demonstrate its ability to recruit, interview, hire, and provide training for both professionals and non-professional staff.
 - a. Provider shall have sufficient medical/clerical staff available to support the contract requirements.
 - b. Provider shall have backup or temporary replacement staff for those personnel that fail to report for their scheduled shift. Replacement staff must meet qualifications and security requirements of this section.
 - c. The Provider's personnel shall comply with all security regulations and procedures.
 - d. The Provider will notify SCDC immediately upon discharging, removing, or accepting the resignation of on-site personnel working under the contract.

- D. Health professionals, who are employed by the Provider on a full-time basis, or under contractual arrangement, shall comply with appropriate state and federal licensure, certification, or registration requirements. Verification of current credentials will be maintained on file at the SCDC and the County Human Resources office.

Individuals shall not begin work until credentials are on file with the SCDC Jail Administrator and the County Human Resources office. For initial employment and annual verification, copies of and primary verification of the following documents are required:

- a. Physician
 - North Carolina Medical Board license for the current year
 - Copies of Board Certification if applicable
 - Primary verification of DEA Certificate
 - Validation of current standing with the NC Medical Board
 - Proof of Liability Insurance
 - Copy of North Carolina Driver's License
 - b. Physician's Assistant
 - North Carolina Medical Board Statement of Approval
 - Validation of current standing with the NC Medical Board
 - Copies of Certification, if applicable
 - Proof of Liability Insurance
 - c. Nurse Practitioner/Registered Nurse/Licensed Practical Nurse
 - Copy of diploma from an accredited school of nursing
 - Verification of current licensure with the NC Board of Nursing
- E. Proof of malpractice insurance must be on file for all physicians, nurse practitioners, physician assistants, and any other employees, as applicable.
- F. All employees shall undergo a criminal background check, drug screening, and TB test prior to employment.
- G. Upon request, provide to the SCDC updated proof of licenses and/or certificates for all professional staff.
- H. Employees deemed objectionable to the County, the Sheriff, or the SCDC staff, shall have security clearances rescinded and, if not agreed otherwise, replaced by the Provider.
- I. Provider shall propose a weekly schedule for all positions that will cover the requirements needed for the inmate population. See attached "Proposed Weekly Schedule Form".
- J. The Provider will be required to reimburse or credit Surry County for the actual salary and overhead expenses saved by the Provider for any staff positions that are not provided as required as part of the contract.
- K. Provider agrees that in the event the County, in its discretion, is dissatisfied with any of the individual subcontracted physicians or personnel provided under this contract, the County may give written notice to Provider of such fact and the reasons thereof, and if the problem cannot be resolved, Provider agrees to remove the individual about whom dissatisfaction has been expressed by the County and the Provider will make arrangements to cover that position until other appropriate personnel can be found.
- L. In the event Provider's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of County, this shall be part of their service time pursuant to this agreement.

26.0 Scope of Services

The Provider shall be responsible for providing inmate medical services which meet or exceed all local, state, and federal standards and requirements to include, but not be limited to the North Carolina Jail Standards, the North Carolina Board of Nursing, the North Carolina Medical Board, the National Commission on Correctional Health Care (NCCHC), American Correction Association (ACA) Standards and Expectations, and all applicable community standards of care.

Services will be provided:

- a. 24 hours a day, seven (7) days per week with full staffing by licensed, certified, and professionally trained personnel.

At a minimum, the Provider will provide the following:

- Mandated and routine medical care for inmates;
- Diagnosis or referrals to health facilities for those inmates requiring more extensive treatment;
- Management of inmates with chronic illnesses or known communicable diseases or conditions;
- Administration, dispensing, control, security and storage of prescription and nonprescription medications;
- Prioritization for medical emergencies;
- Non-emergent dental care;
- Maintenance and confidentiality of medical records;
- Privacy during medical examinations.

Contractor shall use the medical facilities at the SCDC whenever possible and whenever appropriate in the performance of its duties under the contract. It is understood by the Provider that excessive and extended ER trips and hospitalizations are particularly burdensome upon the SCDC and pose a security risk for the general public and therefore should be avoided whenever possible assuming that the decision does not compromise the health and safety of the inmate. It is understood that it is expected that the Provider will work diligently with the SCDC to keep such incidents to a minimum.

Contractor shall identify the need, schedule, administer, and coordinate all non-emergency and emergency medical care rendered to inmates inside or outside the SCDC. **Only in emergency situations**, Provider shall administer emergency medical care at the SCDC to any employee or visitor of the facility who requires such care.

Policies and Procedures of the awarded Provider relating to medical care are generally to be established and implemented solely by the Provider consistent with applicable SCDC policies and procedures and the Jail Medical Plan. Policies and Procedures are subject to review and approval by the SCDC Jail Administrator and the Surry County Health Director.

Intake Process:

The SCDC will perform intake screenings immediately upon arrival of the inmate. Inmates must be medically cleared before they are sent to the general intake population.

Intake screenings will be recorded on a printed form by the SCDC and turned over the Provider. The Provider shall keep all Medical Screening History Reports in a locked cabinet. A sample of the intake forms are attached. See attached " Jail Medical Screen History Report" and "NC Mental Health Screening".

All new admissions/screening charts are to be reviewed by the Provider within 24 hours.

Each inmate shall be given a comprehensive health assessment, including a physical examination by contracted healthcare provider personnel within fourteen (14) days after admission to the SCDC.

The extent of the health appraisal, including the physical examination, is defined by the Provider; however, it shall include at a minimum:

- a. Review of intake screening forms;
- b. Collection of additional data regarding complete medical, dental, psychiatric, and immunization histories;
- c. Recording vital signs (height, weight, pulse, blood pressure, and temperature);
- d. Physical examination with comments about the mental and dental status.
- e. Additional lab work if directed by the Provider for a particular medical or health problem identified or suspected;
- f. The health assessment of females will also include inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive medications, the presence of an IUD, breast masses, nipple discharge, and possible pregnancy;

Review of physical examination and test results by a physician for problem identification must take place;

In connection with the 24 hour per day emergency service coverage, the Provider must have a routine sick call procedure that allows inmates to communicate their health complaints each day. Provider shall be required to examine and treat any inmate in segregation/isolation or otherwise unable to attend sick call in the cell of said inmate. Should the need arise outside the scheduled sick call rounds, Provider will accommodate if the inmate needs medical services. There is a \$20 copay for non-emergency sick calls including prescriptions.

History of Inmate Population

	Total Bookings
2023	3,043
2022	3,105
2021	3,069
2020	2,660
2019	3,499

The average daily number of detox patients is nine (9).

The average daily number of behavioral management inmates is 6 (segregated for punitive violations).

The average daily number of suicide watches is three (3).

Housing of Inmates from the State – SMCP Program

The statewide Misdemeanant Confinement Program (SMCP) manages the housing, transportation, and medical expenses of state inmates convicted of a misdemeanor crime, including DWI, and sentenced to more than 90 days to be served in county jails. Currently, the SCDC houses approximately 20 inmates under the State Misdemeanant Confinement Program (SMCP), 16 males and 4 females. Inmates under this program that are housed within the SCDC will be provided medical care by the Provider under this contract.

Invoices for outside medical treatment should be billed **directly** to the State SMCP program by the outside medical provider.

Inmates Being Treated Outside the SCDC

Healthcare services are intended only for those inmates in the actual physical custody of the SCDC. This shall not include inmates under guard in hospitals or sent to the NC Department of Corrections for safekeeping. Inmates being held and treated outside the SCDC will not be included in the daily population count. Once the inmate is returned to the SCDC, the inmate will be included in the daily population count.

Clinical Supplies

The Provider will be responsible for supplying all medical and office supplies needed to perform the services.

Pregnant Females

Treatment for pregnant inmates will be provided by Northern Obstetrics and Gynecology (Northern OB-GYN). They will do all necessary screenings, ultrasounds, and other necessary prenatal treatment.

The Provider will provide prenatal vitamins daily.

Should the pregnant inmate have addiction issues, the inmate should be referred to safekeeping. Inmates sent to safekeeping should not be counted in the Provider's daily count since the inmates are not on-site and the Provider is not responsible for providing treatment.

When an inmate goes into labor, the Provider shall notify the SCDC staff. The SCDC will transport the pregnant inmate to Northern Regional Hospital for delivery by Northern OB-GYN.

The Provider shall not be responsible for medical costs associated with the medical care of any infants born to inmates. The Provider shall provide healthcare services to pregnant inmates, but healthcare services provided to an infant following birth will not be the responsibility of the SCDC or the Provider.

Court Ordered Tests

The Provider will not be responsible for any medical testing or obtaining samples which are required by the Courts or forensic in nature.

Dental Services

The Provider will only perform non-emergent dental care such as oral screenings. All extractions and other emergency dental services needed shall be referred to Surry County Health Department (SCHD). If a SCHD dental provider is not available, a referral can be made to an outside dentist or oral surgeon. Dental Emergencies include chipped, broken, loose, or knocked out teeth, lost filling, or crown, loose or broken braces, wires, brackets or bands and abscesses. Cleanings will not be covered under this contract.

Mental Health Services

Mental health services and evaluations are currently provided by the SCDC under a separate contract. The Provider will need to work cooperatively with the county's independent contractor for these services but will not be responsible for providing mental health services. The Provider will be required to administer psychotropic medications when prescribed by a licensed psychiatrist.

Chemical Dependency/Medical Detoxification

Depending on the severity of addiction, Provider will be responsible for drug and/or alcohol addicted inmates. Inmates with severe addiction may be sent to safekeeping for detoxification. Provider will monitor/observe inmates with chemical dependencies in accordance with the Jail Medical Plan. Provider will not be responsible for any costs associated with inmates in safekeeping. The County will pay for these services directly.

Any type of Medication-Assisted Treatment (MAT) or other Substance Abuse program will be administered by the Provider in coordination with the SCDC Jail Administrator.

Pharmacy Operations

The pharmacy is located within the healthcare clinic area of the SCDC, and pharmacy operations are consistent with state requirements. The pharmacy shall carry **generic** brands of commonly needed over the counter medications and prescriptions. All other medications needed will be ordered (patient-specific) by the Provider. When possible, Provider shall utilize generic brands of medications/prescriptions.

The Provider shall be responsible for the cost of all drugs/medications ordered, prescribed, and administered inside the facility for the necessary treatment of inmate's care.

The Provider shall provide oversight of the pharmacy operation to include, but not limited to, ordering, receiving, inventory, dispensing/administering, and detailed record keeping. Provider shall have the ability to provide same day or next day services on prescriptions, if medically necessary for an inmate's care.

All pharmaceuticals, syringes, needles, and surgical instruments will be stored under security conditions acceptable to the SCDC and NC Board of Pharmacy regulations.

All medications, whether over the counter or prescribed, shall be dispensed as ordered, and administered by a medical professional licensed to do so in accordance with NC Board of Pharmacy regulations. Under no circumstances will narcotics be given to inmates without following the appropriate protocol for this type of substance.

Psychotropic medications such as anti-psychotic and antidepressants shall be prescribed by a licensed physician or authorized health provider only after a physical and psychological examination of the inmate by a qualified health professional. Involuntary administration of psychotropic medications shall follow applicable State laws.

Inmates placed on medication shall be evaluated for signs of toxicity. Blood pressure and heart rate shall be regularly checked, and drug levels monitored where appropriate with documentation of this information to be placed routinely in the inmate's medical record.

The Provider shall ensure that the recording of the administering of medications is done in a manner and on a form approved by the appropriate healthcare authority to include documentation that the inmates are receiving and ingesting their prescribed medications.

Documentation shall also be required when an inmate's ordered medication was not administered, and the reason given.

Telemedical Services:

Telemed/Teledoc is not currently being used by the SCDC for routine inmate medical concerns; however, the County does utilize a type of Teledoc system for psychiatric evaluations. The Provider will work with a third party as agreed upon by the Provider and SCDC Jail Administrator.

Outside Medical Services

Provider shall identify the need, schedule, and coordinate transportation for any inpatient or outpatient specialty services, procedures, emergency care, or hospitalization of any inmate of the SCDC. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and payment to the local ambulance organization for the services provided.

The Provider will be responsible for regular communications with outside healthcare facilities to coordinate the referral of inmates requiring specialized care that is not available on-site. Provider will review and follow up on all emergency room episodes and hospital admittances within 24 hours.

The Medical Provider/Physician must consult and approve all outside medical treatment. When outside medical services are required and the inmate is to be transported to the hospital, the Provider will be required to access the inmate's medical records and send a copy of all medical records to the hospital at the time of transport. In addition, the Provider must contact ER doctor prior to arrival and inform the doctor of the inmate's specific complaint and the reason for outside medical services. All outside medical treatment will be documented in the inmate's medical record, along with services rendered.

Orthopedic Brace and Supplies:

The Provider will be responsible for all costs related to an inmate needing orthopedic braces or supplies.

Dialysis

Dialysis services will not be provided by the Provider. Depending on the inmate's medical condition, the inmate may be sent to the Department of Corrections for safekeeping. There may be times when the County will transport the inmate locally for treatment.

X-Rays

When necessary, X-rays will be provided on-site by the Provider using a portable or mobile X-ray machine that will be provided by the Provider.

Lab Services

The Provider shall identify the need, schedule, coordinate, administer, and pay for all necessary diagnostics examinations.

Provider will perform necessary labs such as, but not limited, A1C, CBC, lipid, liver, pregnancy, HIV. The costs associated with drawing the bloodwork and testing will be the Provider's responsibility.

The Provider shall provide the necessary follow-up for health problems identified by any screening tests or laboratory tests. This would include safekeeping, hospitalization, appropriate monitoring and prescription of appropriate medications, and consultations with specialty physicians, if necessary.

Medical Transports:

Medical transports are costly in the fact that they involve a large amount of detention officers' time. Decreasing the number of trips has the potential to save money. Efficient management and avoiding unnecessary referrals are ways to control the number of transports. Providers are encouraged to suggest cost saving methods that could enable more inhouse services and less outside medical services.

When routine off-site medical treatment is needed, the Provider shall coordinate transportation needs with the SCDC staff. Advanced written notice of appointment scheduling is required for coordinating with SCDC staff. An off-site medical appointment roster shall be required. Routine, non-emergent transfers will be provided by the SCDC officers in deputy/jail vehicles.

In emergency circumstances, the Provider will contact SCDC staff to coordinate and arrange for emergency ambulatory transportation of the inmate to the closest hospital facility that can treat the emergency, per the Medical Plan. The Provider will also notify SCDC staff prior to the emergency transport and document/record the emergency transfer on a written log.

Medical Waste

The Provider will be responsible for providing a method to properly dispose contaminated and/or regulated medical waste including needles, syringes, and other materials used in the treatment of inmates. The cost of such service will be the responsibility of the Provider.

Elective Medical Care

The Provider 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 Provider's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being.

Grievance System

A viable inmate grievance system must be provided by the Provider consistent with applicable standards. In the addition, the Provider must collect such information as the Jail Administrator deems appropriate and supply such information on a schedule required by the SCDC staff.

27.0 Administrative and Reporting Requirements:

The Provider shall provide:

1. A designated licensed practicing physician (Medical Director) to assure the appropriateness and adequacy of inmate medical and to provide direct medical treatment to inmates.
2. A Medical Services Administrator to:
 - a) Plan, organize, and coordinate professional and technical medical staff;
 - b) Maintain a comprehensive medical record keeping system;
 - c) Maintain financial accountability to the Contract Administrator; and

- d) Respond to complaints from the Contract Administrator and the Sheriff directed at medical services provided.
3. Well-defined operational policies and procedures to include, at a minimum, those required by; National Commission on Correctional Health Care, North Carolina Department of Health and Human Services Division of Facility Services (standards for jails) and in concert with the Surry County Sheriff's Office Jail Medical Plan. SCDC shall develop the policies and procedures necessary to specify the role of medical services and to provide a liaison between the medical and security staff. During the term of the contract, the Provider shall comply with, and assist in updating, the Jail Medical Plan on an annual basis as required by the North Carolina General Statutes and North Carolina Jail standards.
4. Provide documentation of medical care staff roles in the facilities' disaster plans. The Provider shall, in times of emergency or threat thereof, whether accidental, natural, or caused by man, provide medical assistance to all Sheriff's personnel and any other occupants of the building at the time of the disaster.
5. A comprehensive weekly, monthly, and annual statistical report forwarded to the SCDC Jail Administrator in accordance with the American Medical Association Standards and requests of the SCDC Jail Administrator and the Surry County Sheriff's Office. Monthly narrative reports shall be submitted on the fifth (5) calendar day of each month to the SCDC Jail Administrator, with data reflecting the previous month's workload, to include:
 - a. Deaths
 - b. Suicide data (i.e. attempts and precautions taken);
 - c. Safekeeping admissions;
 - d. Ambulance transports In and Out;
 - e. Transfers to off-site hospital emergency departments;
 - f. Off-site hospital admissions;
 - g. Off-site ambulatory procedures;
 - h. Report of status of inmates in local hospitals and medical observation area/infirmery;
 - i. Inmates seen by a physician;
 - j. Medical observation area/Infirmery admissions, patient days, average length of stay;
 - k. Medical specialty consultation referrals;
 - l. Inmates seen at sick call;
 - m. Inmates' requests for various services (screened);
 - n. Inmates sent to a mental health professional;
 - o. Inmates sent to a dentist;
 - p. Diagnostic studies;
 - q. Communicable disease reporting;
 - r. Staffing;
 - s. Report of third-party reimbursement, pursuit, and recovery, if applicable;
 - t. Summary of completed medical incident report;
 - u. Summary of completed medical grievance report; and
 - v. Hours worked by contracted Medical staff.
6. Advise SCDC staff of any potential situation which could place inmates and staff in jeopardy.
7. Provider shall meet periodically (at least quarterly) with the SCDC Jail Administrator and his staff to discuss the concerns of the healthcare services and any potential issues. Provider shall express concerns about any existing health-related procedures within the facility and propose changes for improvement to services and to propose more cost-effective ways to perform the services.

8. **Training by Provider for SCDC Staff.** Provider will work with the SCDC staff to provide educational materials and instructions on medical issues including, but not limited to, responses to an emergency or disaster conditions, signs and symptoms of mental illness, alcohol and drug withdrawal, chronic illness such as diabetes or epilepsy, transmission of HIV and other communicable diseases. SCDC employees may be included in any in-service offerings which are available to the medical staff.
9. **Medical Records.** Provider shall maintain complete, accurate, and confidential medical and dental records separate from the SCDC confinement records of the inmate in compliance with all federal and state laws and regulations. The Provider will undertake appropriate procedures to safeguard confidential information. Confidential records shall be stored in a locked filing cabinet. In any criminal or civil litigation where the physical condition of an inmate is at issue, or where medical care is at issue, Provider shall provide the SCDC Jail Administrator or his designee with access to such records, and upon request, provide copies as authorized by law.
10. **Jail Medical Plan.** Provider shall develop and implement a written Jail Medical Plan, in compliance with N.C.G.S. § 153A-224, § 153A-225, and 10A NCAC 14J.1001. Provider will update the plan at a minimum annually, or more frequently as needed to meet local, state, and federal regulations, as well as accrediting requirements if applicable, and must provide both electronic and hard copy to the SCDC Jail Administrator. Each plan must be approved by the Surry County Public Health Director and will be kept on file at the Jail as required by 10A NCAC 14J.1001 (e).

28. Facility Standards

Equipment

The Provider will be responsible for supplying and maintaining all medical supplies necessary to perform the services required under this RFP.

Pre-Contract Inventory

The County will provide to Provider control of all County medical and office equipment and supplies in place at the facility medical unit. At the termination of this or any subsequent Agreement, Provider will return to the County all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the SCDC's medical unit prior to the commencement of services.

Maintenance and Repairs

The County will provide all maintenance and repairs to the building in areas assigned to Provider, including necessary painting, maintenance of water, steam, refrigeration, sewer, electrical lines, ventilation, air conditioning, lighting, heating, ductwork, floor, and floor covering, walls and ceiling; provided however, that the Provider shall bear the expense of repairs necessary because of the negligence of Provider or its employees.

The SCDC will provide pest control, and housekeeping service. However, the Provider will provide sanitation and sterilization of all medical equipment, clinical supplies, and non-disposable supplies within the clinical/medical area.

Utilities

The County will provide all necessary utilities in order for the Provider to perform the services to include, water, electric, phone, and internet.

Inspection of SCDC facility

As part of the RFP process, it is required that the Provider inspect the facility and medical office space to ensure that that such space and facilities are sufficient for the Provider to perform all of the services and obligations required and to ask questions related to the RFP. **The mandatory pre-bid meeting is scheduled for March 1, 2024 at 10 AM EST. Providers must have a representative to attend this meeting.**

Security

The primary responsibility for inmate custody and security within the facility rests with the staff of the SCDC. The Provider shall have primary responsibility in all matters pertaining to medical, non-emergent dental treatment, and healthcare of inmates. Everyone who works in the facility has a responsibility for security. The Provider shall be responsible for security of all material and equipment in Provider's clinical/work area which is in the hands of an inmate that would be considered contraband and could present a danger to staff, inmates, or themselves. On matters of mutual concern, SCDC's staff shall support, assist, and cooperate with the Provider, and the Provider shall support, assist, and cooperate with the SCDC staff whose decision in non-medical matters and matters involving safety of staff, inmates, and security of the facility shall be final.

Food, Linens, and other Services

The County will provide daily housekeeping services, dietary services, personal hygiene supplies, and linen supplies for each inmate receiving healthcare services.

29. Behavior of Provider's Personnel

The County is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment.

All Providers performing work/services at the SCDC shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including, but not limited to race, religion, color, sex, or national origin, or disabilities. Such harassment is unacceptable and will not be condoned in any form.

If such conduct occurs, the Provider will take all necessary steps to stop it and prevent its future occurrence, including but not limited to the immediate dismissal of personnel. This policy shall be strictly enforced.

30. Provider Compensation

Base Compensation: The County shall pay to the Provider the annual base amount in twelve (12) equal monthly installments. Provider shall invoice the County within thirty (30) days prior to the month in which services are to be provided. In the event the contract should commence or terminate on a date other than the first or last day of any calendar month, compensation to Provider will be prorated accordingly for the shortened month. Provider shall propose a base compensation fee for the first year of the contract based on an inmate population of 300. Base for years two and three will be negotiated no later than ninety days (90) before the new year begins and will be based on population count at that time. Price adjustments will be correlated with the Consumer Price Index for Medical Care published by the Bureau Labor Statistics (BLS),

Washington, D.C. After the first year, the rate may be adjusted by the latest announced change in the CPI-U for the prior 12-month period, limited to a maximum of 3% increase per contract year.

Increases in Inmate Population: If at any time during the contract term the monthly average daily inmate population exceeds the inmate population for that period of the term of the contract, the County shall pay per diem, per inmate per day for that month. **Provider shall state on the Proposal form the per diem, per inmate per day amount for each year of the contract.**

Per Diem Calculations: A copy of the SCDC daily population report will be provided to the Provider each day. At the end of the month, the sum of the daily population divided by the days in that month will determine the daily inmate population.

If the daily average inmate population exceeds the stated contract daily inmate population, the excess inmate population will be multiplied by the per diem and then multiplied by the number of days in the month. The additional compensation for the overage will be payable following the month of the occurrence upon submission of a separate invoice by Provider and verification by County. For the first year, per diem should be based on 325 inmates.

Inmates that have been transferred to safekeeping and inmates being hospitalized for extended periods of times will not be included in the daily count and included in the per diem calculation.

Third Party Reimbursement: Although the County is unaware of any eligible third-party reimbursements, the awarded Provider may seek reimbursement for services under the contract from any available third party. In the event that any medical services provided to any inmate are payable by any third party source(s) to include, but not limited to, workers compensation, insurance, commercial medical insurance, Medicare, federal, state, or local healthcare benefits or programs, Provider, or any of its subcontractors, hospitals, physicians or other medical service providers, acting individually or on behalf of the Provider, should endeavor to collect reimbursement or obtain credit from such entity, contracts, or other third party sources in an effort to reduce the cost of inmate medical services. Note: Healthcare services will be provided to inmates with Medicaid insurance. Medicaid does not reimburse for healthcare provided to incarcerated inmates.

PROPOSAL FORM – Page 1 of 2

To the County of Surry, North Carolina:

I have carefully examined the Request for Proposal and any other documents, to include addenda, accompanying or make a part of this Request for Proposal to perform the necessary services.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Medical Care Provider as its act and deed and that the Medical Care Provider is ready, willing, and able to perform if awarded the contract.

I hereby acknowledge receipt of any Addenda issued by County. It is the responsibility of the Proposer to ensure that all addenda have been received.

Addenda No. _____ dated _____

Addenda No. _____ dated _____

Addenda No. _____ dated _____

Provider Name: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Email: _____

Authorized Signature: _____ Date: _____

Printed Name: _____

Cost

Please use this form or attach and clearly outline with sufficient detail the costs for the required services on an annual basis.

Annual base cost should be for in-facility medical care and other services as noted in the RFP based on the following four options. If there is no notation of who is responsible for the cost, the service will fall under a 50/50 split option. Final option selection at the discretion of the County.

Bid Option #1 – 100% Outside Medical Cost by County/0% Outside Medical Cost by Provider

Bid Option #2 – 50% Outside Medical Cost by County/50% Outside Medical Cost by Provider with No Cap for Provider or County

Bid Option #3 – 50% Outside Medical Cost by County/50% Outside Medical Cost by Provider with \$250,000 Cap for Provider

Bid Option #4 – 50% Outside Medical Cost by County/50% Outside Medical Cost by Provider with \$250,000 Cap for County

Daily per diem Rate Over 325 _____

Price Adjustment

With the agreement of both parties and the written concurrence of Surry County, pricing may be negotiated for two additional one-year extensions of the contract after the initial contract. The total length of term under this contract with extensions should not exceed five (5) years. Price adjustments will be correlated with the Consumer Price Index for Medical Care published by the Bureau Labor Statistics (BLS), Washington, D.C. After the initial contract term, the rate may be adjusted by the latest announced change in the CPI-U for the prior 12-month period, limited to a maximum of 3% increase per contract extension.

Proposed Weekly Schedule Form

Please provide a proposed weekly schedule to include Physician, Nurse, Nurse Assistant, and/or Medical Assistant staffing.

User:

SURRY COUNTY SHERIFF'S OFFICE

Jail Medical Screen History Report (Sample)

Inmate: _____ Race: _____ Sex: _____ DOB: _____ SSN: _____

Booking # _____ Booking Officer: _____ Date/Time: _____

Screening Officer: _____ Date: _____

Reviewed by (Nurse): _____ Date: _____

Q.#	Question	Answer Notes
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Provide a copy of the form to the inmate. Have them answer while you record their answers.

1. Are you in pain or bleeding at this time?
2. Are you suffering withdrawal from drugs or alcohol?
3. Are you under the influence of drugs or alcohol at this time?
4. Are you currently taking any medications?
5. Do you wear corrective lenses (glasses or contacts)?
6. Do you require a special diet that has been prescribed by a Doctor?
7. Do you have any of these problems: Asthma, Heart Problems, Hypertension?
8. Do you have any of these problems: Diabetes, Epilepsy, Hepatitis?
9. Do you have any of these problems: Respiratory Distress, Tuberculosis?
10. Do you have any of these problems: AIDS, itching or rashes, hemophilia?
11. Does the inmate display: slurred speech, restlessness, or unusual pupil size?
12. What is your sexual orientation?
13. Are you Transgender?
14. Do you have any mental health problems?
15. Do you have any sexual or communicable diseases?
16. Are you pregnant or having gynecological problems?
17. Have you had any recent injuries or hospitalization?
18. Have you ever tried to hurt yourself? If yes, what method was attempted and when?
19. Are you suicidal at this time?
20. Do you have any allergies?
21. Do you have any other medical problems that we have not covered?
22. If you have Health Insurance, who is your provider?
23. Have you, family or friends traveled outside the United States in the last three (3) months?
24. If yes, after returning to the U.S. from those travels, have you felt ill in any way?

Jail Medical Screen History Report (Sample Continued)

Inmate: _____ Race: _____ Sex: _____ DOB: _____ SSN: _____

Booking # _____ Booking Officer: _____ Date/Time: _____

Screening Officer: _____ Date: _____

Reviewed by (Nurse): _____ Date: _____

Q.#	Question	Answer Notes
-----	----------	--------------

Provide a copy of the form to the inmate. Have them answer while you record their answers.

25. I understand medications WILL NOT BE GIVEN until I am seen by the Nurse and medications will be passed in the morning and evening. I understand that I will have to verbally accept or reject those medications on each med pass.

26. READ TO INMATE: By signing this "Signature" block below, I understand that I there will be a \$20 co-pay for all non-emergent visits to Medical and a \$10 co-pay for all medications that may be issued by Medical for all non-emergent medications purchased in the Detention Center. Your initial physical by Medical will not be charged to you.

27. SHOW and READ TO INMATE: By signing below, you authorize the Sheriff and his employees to debit from your account any expenses incurred while in the Surry County Detention Center. Specifically, but not limited to, those expenses incurred in accordance with NCGS 153A-225(a).

Signature of Classification Officer

Signature of Inmate

Total "YES" Answers: _____ Total "NO" Answers: _____ Total "Refuse" Answers: _____

User:

SURRY COUNTY SHERIFF'S OFFICE

NC Mental Health Screening (Sample)

Inmate: _____ Race: _____ Sex: _____ DOB: _____ SSN: _____

Booking # _____ Booking Officer: _____ Date/Time: _____

Screening Officer: _____ Date: _____

Reviewed by (Nurse): _____ Date: _____

Q.#	Question	Answer	Notes
-----	----------	--------	-------

1. Do you currently believe that someone can control your mind by putting thoughts into or taking thoughts out of your mind?
2. Do you currently feel that other people know YOUR thoughts and can read your mind?
3. Have you lost or gained as much as two pounds a week for several weeks without even trying?
4. Have you or your family or friends noticed that you are currently much more active than you usually are?
5. Do you currently feel like you have to talk or move more slowly than you usually do?
6. Have there currently been a few weeks when you felt useless or sinful?
7. Are you currently taking any medication prescribed to you by a physician for any emotional or mental health problems?
8. Have you EVER been in a hospital for emotional or mental health problems?
9. FOR OFFICE USE ONLY: Were you able to complete the questionnaire?
10. If you were unable to complete the questionnaire, what was the reason? (Examples: language barrier, uncooperative difficulty understanding Questions, under the influence of)
11. I understand the questions and have answered them to the best of my knowledge.

Signature _____

Date: _____

Referral Instructions for MALES:

This detainee should be referred for further mental health evaluation if he answered:

- YES to Item 7; OR
- YES to Item 8; OR
- YES to at least 2 of the items 1-6; OR
- If you feel necessary for any other reasons

Not Referred

Referred on ____/____/____ to _____

Referral Instructions for FEMALES:

Referred for further Mental Health Evaluation if the Detainee answered:

- YES to 5 or more items; OR
- If you feel necessary for any other reasons

____ URGENT Referral ____/____/____ to _____

____ ROUTINE Referral ____/____/____ to _____

____ Not Referred

Signature of Person Completing Screen: _____

REFERENCES

Provide at least three (3) references in which your practice has performed medical services, preferably with jails within North Carolina.

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

Agency/Company Name: _____

Street Address: _____

City, State and Zip Code: _____

Contact Name: _____

Contact Phone Number: _____

Date Service Provided: _____

NON-COLLUSION AFFIDAVIT

Proposal Request No. 24-001

State of North Carolina
County of Surry

_____ (name of individual), being first duly sworn, deposes
and says that:

1. He/She is the _____ (title) of _____
(company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer practice or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, practice or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Surry or any person interested in the proposed contract; and
5. The fees provided in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Seal
if Corporation

Title

Date: _____

This form must be notarized.

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 2021

Notary Public _____

My Commission Expires: _____

EXCEPTIONS TO THE PROPOSAL AND SAMPLE SERVICE CONTRACT

Please list below all exceptions to the Inmate Medical Services Proposal #24-001 and the Sample Service Contract. Failure to do so may result in disqualification of the proposal. Any RFP clauses to which the Medical Provider does not take exception will assume to be agreed upon by the Medical Provider. For any exception, please reference with the appropriate page/section number.

CLAIMS

Please list here all claims and/or complaints that have been filed with the NC Medical Board against the Medical Provider(s) providing this proposal. Include date/year claim was filed, action taken, and status of claim. If no claims have been filed, please acknowledge this form by putting N/A below.

Please list here all insurance claims and lawsuits filed within the last seven years against the Medical Provider that would be providing the Services under this contract should the contract be awarded to your company. Include date/year claim was filed, and status of claim. If no insurance claims or lawsuits have been filed, please acknowledge below by putting "N/A ".

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Provider Name: _____

Address: _____

City/State/Zip: _____

Signature: _____

(Seal if Corporation)

Title: _____

Date: _____

SAMPLE ONLY

**NORTH CAROLINA
SURRY COUNTY**

**INMATE MEDICAL SERVICES
PROFESSIONAL SERVICE CONTRACT**

THIS CONTRACT is made, and entered into this the 1st day of July, 2024, by and between the **COUNTY of SURRY**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and _____, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "MEDICAL PROVIDER").

WHEREAS, the COUNTY provides for Inmate medical Services to inmates being detained at the Surry County Detention Center; and

WHEREAS, the COUNTY desires to obtain the services of a properly licensed healthcare provider to provide inmate medical services to the inmates; and

WHEREAS, the MEDICAL PROVIDER desires to provide inmate medical services at the Surry County Detention Center under the supervision of a licensed physician.

NOW, THEREFORE, in consideration of mutual premises, promises, and conditions contained herein, and as hereinafter set forth, the parties agree as follows:

- 1. SCOPE OF SERVICES.** MEDICAL PROVIDER hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- 2. TERM OF CONTRACT.** The Term of this Contract for Services is from July 1, 2021 to June 30, 2024 unless sooner terminated as provided herein. Provided neither party is in default under the terms hereof, this Contract may be extended on an annual basis upon written mutual agreement of both parties. Notice of intent not to renew for an extended term shall be given at least ninety (90) days prior to the end of the then current term.
- 3. PAYMENT TO MEDICAL PROVIDER.** MEDICAL PROVIDER shall receive from COUNTY an amount not to exceed _____ \$(_____) per fiscal year as compensation for the annual base amount for the provision of Services. COUNTY agrees to pay MEDICAL PROVIDER in twelve (12) equal monthly installments of \$_____ for the base fee.

MEDICAL PROVIDER shall submit an itemized invoice to COUNTY. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be made within 30 days from date of invoice.

If the daily average inmate population exceeds the stated contract daily inmate population, the excess inmate population will be multiplied by the number of days in the month. The additional compensation for the overage will be payable following the month of occurrence upon submission of a separate invoice by Provider and verification of the County.

4. **INDEPENDENT PROVIDER.** COUNTY and MEDICAL PROVIDER agree that MEDICAL PROVIDER is an independent MEDICAL PROVIDER and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of MEDICAL PROVIDER's duties under this Contract. Accordingly, MEDICAL PROVIDER shall be responsible for payment of all Federal, State, and local taxes as well as business license fees arising out of MEDICAL PROVIDER's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State income, social security, and unemployment insurance taxes.

MEDICAL PROVIDER, as an independent Provider, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by MEDICAL PROVIDER to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
6. **CONFIDENTIALITY:** All data and information, both written and verbal, furnished to MEDICAL PROVIDER by COUNTY shall be regarded as confidential, shall remain the sole property of COUNTY and shall be held in confidence and safekeeping by MEDICAL PROVIDER for the sole use of the parties and MEDICAL PROVIDER under the terms of this Agreement. MEDICAL PROVIDER agrees that its officers, employees, and agents will not disclose to any person, practice, or entity other than COUNTY or County's designated legal counsel, accountants, human resources director, workers' compensation third party administrator or practice management consultants any information about COUNTY, its practice or billing, or any of the patients of COUNTY. MEDICAL PROVIDER agrees to carry out its obligations to COUNTY in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), as amended.
7. **COUNTY'S SATISFACTION WITH MEDICAL PERSONNEL.** If COUNTY becomes dissatisfied with any healthcare personnel provided by MEDICAL PROVIDER hereunder, MEDICAL PROVIDER, in recognition of the sensitive nature of services, shall, following receipt of written notice from COUNTY of the grounds for such dissatisfaction and in consideration of the reasons, therefore; exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to COUNTY, MEDICAL PROVIDER shall remove or shall cause any independent provider, subcontractor, or assignee to remove the individual about whom COUNTY has expressed dissatisfaction. Should removal of an individual become necessary, MEDICAL PROVIDER will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of MEDICAL PROVIDER.
8. **TITLE VI:** All activities under this Contract will be conducted in accordance with Title VI, Civil Rights Act of 1964, and section 504 of the Rehabilitation Act of 1973.
9. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, MEDICAL PROVIDER shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and costs related to court action, mediation or arbitration) arising out of or resulting from MEDICAL PROVIDER's performance of this Contract or the actions of the MEDICAL PROVIDER or its officials, employees, or MEDICAL PROVIDERS under this Contract or under contracts entered into by the MEDICAL PROVIDER in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, MEDICAL PROVIDER shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, MEDICAL PROVIDER shall maintain, at its expense, the following minimum insurance coverage:

\$3,000,000 per occurrence/\$5,000,000 aggregate – Medical Malpractice and/or Professional Liability if MEDICAL PROVIDER insures all MEDICAL PROVIDER's staff in a single policy. This insurance requirement will also be satisfied if the MEDICAL PROVIDER insures MEDICAL PROVIDER's staff separately, and the coverage is at least \$1,000,000 per occurrence/\$3,000,000 aggregate.

- \$1,000,000 per occurrence /\$3,000,000 aggregate --- Bodily Injury Liability, and \$100,000 --- Property Damage Liability, or
- \$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

MEDICAL PROVIDER, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination, or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the MEDICAL PROVIDER. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The MEDICAL PROVIDER shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the MEDICAL PROVIDER shall not be interpreted as limiting the MEDICAL PROVIDER's liability and obligations under the Contract.

- 10. HEALTH AND SAFETY.** MEDICAL PROVIDER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
- 11. NON-DISCRIMINATION.** MEDICAL PROVIDER shall not discriminate because of age, sex, race, creed, national origin, or disability. In the event, MEDICAL PROVIDER is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State, or local law or this provision, this Contract may be canceled, terminated, or suspended in whole or in part by COUNTY, and MEDICAL PROVIDER may be declared ineligible for further COUNTY contracts.
- 12. GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Surry and the State of North Carolina.
- 13. TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon ninety (90) days written notice to the other party. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

- 14. SUCCESSORS AND ASSIGNS.** MEDICAL PROVIDER shall not assign its interest in this Contract without the written consent of COUNTY. MEDICAL PROVIDER has no authority to enter into contracts on behalf of COUNTY.
- 15. E-VERIFY.** As a condition of payment for services rendered under this agreement, MEDICAL PROVIDER shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if MEDICAL PROVIDER provides the services to the County utilizing a subcontractor or assignee, MEDICAL PROVIDER shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. MEDICAL PROVIDER shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.
- 16. IRAN DIVESTMENT ACT.** MEDICAL PROVIDER certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or MEDICAL PROVIDER to monitor compliance with this restriction.
- 17. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or MEDICAL PROVIDER certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or MEDICAL PROVIDER to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 18. GOOD STANDING WITH COUNTY.** PROVIDER certifies that it is not delinquent on any taxes, fees, or other debt owed by PROVIDER to COUNTY. PROVIDER covenants and agrees to remain current on any taxes, fees, or other debt owed by PROVIDER to COUNTY during the Term of this Contract.
- 19. COMPLIANCE WITH LAWS.** MEDICAL PROVIDER represents that it is compliant with all Federal, State, and local laws, regulations, or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, local laws, regulations, ordinances and standards, the NC Dept. of Human Resources, Division of Facility Services, Jail Division, all applicable North Carolina Codes, ACA and/or NCCHC regulations.
- 20. NOTICES.** All notices which may be required by this contract, or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF SURRY

ATTN: Chris Knopf, County Manager
114 WEST ATKINS STREET
DOBSON, NC 27017

COPY TO:

Surry County
Attn: Denise Brown, Assistant Finance Officer
114 West Atkins Street
Dobson, NC 27017

MEDICAL PROVIDER

ATTN:

ADDRESS:

CITY/STATE/ZIP

- 21. AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records, and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, MEDICAL PROVIDER must make the materials to be audited available within one (1) week of the request for them.

- 22. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

- 23. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to MEDICAL PROVIDER for any expenses paid or incurred by MEDICAL PROVIDER, unless otherwise agreed in writing.

- 24. ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Surry County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then COUNTY shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

- 25. ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and MEDICAL PROVIDER and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

- 26. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

- 27. WAIVER.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any such party's rights with respect to any subsequent breach thereof.

- 28. EXISTENCE.** MEDICAL PROVIDER warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

- 29. CORPORATE AUTHORITY.** By execution hereof, the person signing for MEDICAL PROVIDER below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the MEDICAL PROVIDER.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

Reviewed by Department Head

Date Reviewed: _____

MEDICAL PROVIDER

By: _____

Printed Name: _____

Title: _____

This instrument has been preaudited in the manner required by the Local Government Fiscal and Control Act.

SURRY COUNTY

By: _____

Chair, Board of Commissioners

Attachment 1

Scope of Services

Surry County Request for Proposal No. 24-001 "Inmate Medical Services " issued February 20, 2024 and _____ (Provider's) proposal dated _____, 2024 are made a part of this contract as if fully set forth.

To the extent there is a conflict between the terms of the County's Request for Proposal and the Provider's proposal, the terms within the County's Request for Proposal shall control.