

INMATE HEALTH CARE & MENTAL HEALTH SERVICES

REQUEST FOR PROPOSALS

CORRECTIONS COMMISSION OF NORTHWEST OHIO

RFP # 2023 - 003

RFP Opening:

Tuesday, August 15, 2023 at 2:00 p.m. EST

THE CORRECTIONS COMMISSION OF NORTHWEST OHIO IS AN EQUAL OPPORTUNITY EMPLOYER

LEGAL NOTICE  
REQUEST FOR PROPOSAL

Sealed proposals will be received by the Corrections Commission of Northwest Ohio, (CCNO) facility located at 03151 County Road 2425, Stryker, OH 43557-9418, until 2:00 p.m. EDT on Tuesday, August 15, 2023, and opened immediately thereafter for the provision of the following:

**RFP # 2023 - 003 - Inmate Health Care & Mental Health Services**

The specifications, general conditions and terms of the proposed services are on file for review during normal business hours and may be obtained by sending a request for the Specifications to the Corrections Center of Northwest Ohio at 03151 County Road 2425, Stryker, OH 43557. The specifications, general conditions and terms of the proposed contract may also be obtained from the Corrections Center of Northwest Ohio website at:  
[www.ccnoregionaljail.org/Bid\\_Projects.htm](http://www.ccnoregionaljail.org/Bid_Projects.htm).

Proposals shall be submitted to the attention of the Fiscal Manager through the above stated date and time. Proposals should be secured in a sealed envelope with the following clearly marked on the outside of the envelope:

**RFP # 2023 - 003 – Inmate Health Care & Mental Health Services**

**Corrections Center of Northwest Ohio**

Any questions regarding these specifications can be directed in writing Attention: Kelsey Goebel, Accounts Purchasing Assistant by sending an email to [kelsey.goebel@ccnojail.org](mailto:kelsey.goebel@ccnojail.org)

**PUBLISHED:                   BRYAN TIMES**

**Saturday, June 24, 2023**

**Saturday, July 1, 2023**

**NOTICE OF REQUEST FOR PROPOSALS**  
**RFP # 2023 – 003 - Inmate Health Care & Mental Health Services**

Notice is hereby given that the Corrections Commission of Northwest Ohio ("Corrections Commission") is accepting proposals from all interested parties for the provision of Health Care & Mental Health Services at the Corrections Center of Northwest Ohio ("CCNO") at 03151 County Road 24.25, Stryker, Ohio, 43557. The Corrections Commission's address is 03151 County Road 24.25, Stryker, OH 43557; Attention: Fiscal Manager ("Notice Address").

All requests for information, proposals, and other communications must be delivered to the Corrections Commission at the Notice Address either

- in person,
- by certified mail, postage prepaid, return receipt requested, or
- by nationally recognized overnight courier service.

The Corrections Commission is not responsible for the failure of any document to be timely delivered either to the Corrections Commission or to the bidders. The Corrections Commission will not be deemed to have been given any notice or proposal unless actually received.

The health care & mental health services to be provided generally include pre-admission medical screening of inmates, medical and psychological treatment and referral of inmates, emergency treatment of employees and related services from January 15, 2024, midnight, through December 31, 2026, with the right of the Corrections Commission to extend the term of the contract for not more than two (2) additional years. A more complete description of the services to be provided and the terms and conditions under which the Corrections Commission will execute a contract is contained in the Specifications – Health Care & Mental Health Services ("Specifications") which can be reviewed in person from 8:30 a.m. to 4:00 p.m. Monday through Friday, at the CCNO; the information may also be obtained by sending a request for the Specifications to the Notice Address, accompanied by a self-addressed, postage prepaid envelope for delivery by U.S. Mail. The Specifications, General Conditions and Terms of the proposed contract may also be obtained from the CCNO website at [www.ccnoregionaljail.org/Bid\\_Pjects.htm](http://www.ccnoregionaljail.org/Bid_Pjects.htm).

Proposals must be filed with the Corrections Commission at the Notice Address before 2:00 p.m. Eastern Daylight Savings Time on August 15, 2023 ("Filing Deadline"). Proposals received after the Filing Deadline will not be accepted. Proposals may be withdrawn or modified by written notice received by the Corrections Commission before the Filing Deadline.

A proposal will be accepted by the Corrections Commission only if it complies with all of the following conditions:

- I. The proposal must be in a sealed envelope marked "RFP # 2023 – 003 Health Care & Mental Health Services – Corrections Commission of Northwest Ohio." If sent by overnight courier by mail, the proposal must be enclosed in a separate mailing envelope with a notation "Sealed Bid Enclosed" on the face thereof.
- II. The proposal must satisfy the requirements set forth in the Specifications.

Page one (1) of the proposal must be the price submitted by the contractor for the year January 15, 2024 through December 31, 2024. Approved form shall be provided by the CCNO.

Page two (2) of the proposal must be the bid bond submitted by the contractor.

Proposals will be opened beginning at 2:00 p.m. on Tuesday, August 15, 2023 Eastern Daylight Savings Time ("Opening Date") at the CCNO. No bidder may withdraw its proposal after the Filing Deadline or it will result in forfeiture of the Bid

Guarantee. Bidders may, but do not need to, submit alternate proposals. If a bidder submits alternate proposals, the Corrections Commission may, at its option, select any of the proposals based on the determination as to which proposal is most favorable.

**Corrections Commission of Northwest Ohio**  
**RFP # 2023 – 003 Inmate Health Care & Mental Health Services**

January 15, 2024 through December 31, 2024  
(1<sup>st</sup> year)

\$ \_\_\_\_\_

This Base Price information is submitted by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Signature

\_\_\_\_\_  
Date Submitted

*This form must be submitted as - page 1 - of your Bid Proposal.*

*Bid Bond must be submitted as - page 2 - of your Bid Proposal.*

**Corrections Commission of Northwest Ohio**  
**RFP # 2023 – 003 Inmate Health Care & Mental Health Services**

**General Instructions**

- A. Introduction: The Corrections Commission of Northwest Ohio invites vendors to submit proposals for Health Care & Mental Health Services.
- B. Intent: The Corrections Commission intends to award the contract to the lowest and best bidder. The CCNO retains the right to award the contract not necessarily to the bidder with the lowest price but to the bidder who demonstrates the best ability to fulfill the requirements of the proposal and whose proposal is determined to be professionally and technically complete.
- C. Proposal Award: The Corrections Commission reserves the right to reject any or all proposals, to award in whole or in part and to waive minor immaterial defects in the proposal. Negotiations may be necessary after the award in order to complete the contract. All factors will be considered in the award determination including, but not limited to, vendor responsibilities.
- D. Proposal Submission: Vendors are to respond to all information requested in this document and provide all pertinent data related to their company, its financial strength and stability. Proposals shall be submitted in duplicate (one ORIGINAL DOCUMENT and one COPY) in a sealed envelope with the following clearly marked on the outside of the envelope: **RFP# 2023 - 003 – Health Care & Mental Health Services – Corrections Center of Northwest Ohio**. Envelopes shall contain the legal name of the bidder, and a statement that the bidder is a sole proprietor, a partnership, a corporation, or other legal entity. The proposal shall be signed by the person or persons legally authorized to bind the bidder to a contract.
- E. Each proposal shall be accompanied by a bond issued by a surety company authorized to do business in Ohio, a certified check, a cashier's check or a money order drawn upon a solvent bank or savings and loan association payable to the Corrections Commission of Northwest Ohio, in the sum of ten percent (10%) of the total amount of the bid and conditioned that if the proposal is accepted a contract shall be executed in conformity to the invitation and proposal.
- F. Performance Bond: Upon award of the bid, a performance bond in the full amount of the bid price is required.
- G. Bid Security – Successful Bidder: The bid security of the successful bidder will be returned upon the filing of the required performance bond. If, after award of contract, the bidder fails to execute a proper contract, the amount of that bidder's bid security (i.e. the bond, check or money order) shall be forfeited to the Corrections Commission as stipulated for liquidated damages.
- H. Bid Security - Unsuccessful Bidders: The bid security will be returned to unsuccessful bidders when the contract is awarded by the Corrections Commission or the Corrections Commission rejects all bids.
- I. The CCNO is a governmental entity and, therefore, tax exempt. A current Tax Exemption Form will be provided to the bidder upon execution of a contract.
- J. The Bidder agrees to provide a statement certifying that their personal property taxes have been paid, in compliance with the Ohio Revised Code Section 5719-042 – Statement as to delinquent taxes. The Statement will be provided to the bidder prior to awarding the bid contract.

K. The Bidder agrees to provide a statement certifying their status as an Independent Contractor, in compliance with the Ohio Revised Code Section 3121.891, which specifies that employers and government entities in the state of Ohio are obligated to report to Ohio Department of Job and Family Services all employees who reside or work in the state of Ohio. The Statement will be provided to the bidder prior to awarding the bid contract.

L. Vendor Questions and Inquiries must be submitted in writing by July 27, 2023 and directed in writing to:

Kelsey Goebel  
Accounts Purchasing Assistant  
03151 County Road 2425  
Stryker, OH 43557-9814  
E-mail: [Kelsey.goebel@ccnojail.org](mailto:Kelsey.goebel@ccnojail.org)

M. Responses to all questions will be returned by August 8, 2023.

N. If the vendor wishes to visit CCNO for a tour, you can contact Kelsey Goebel via email to set up a date and time prior to July 27, 2023.

**Corrections Commission of Northwest Ohio**  
**RFP # 2023 – 003 Inmate Health Care & Mental Health Services**

**Specifications**

**1.0     Background**

- 1.01     The Corrections Commission is a multicounty municipal correctional facility organized pursuant to Ohio Rev. Code §307.93. The Corrections Commission operates the CCNO in Stryker, Ohio. The CCNO is a full-service adult detention facility serving Defiance, Fulton, Henry, Lucas, and Williams Counties as well as Findlay Municipal, Hancock County and Federal inmates.
- 1.02     All requests for information, proposals, and other communications must be delivered to the Corrections Commission at the Notice Address either in person; by certified mail, postage prepaid, return receipt requested; or by nationally recognized overnight courier service. The Corrections Commission is not responsible for the failure of any document to be timely delivered either to the Corrections Commission or to the bidder. The Corrections Commission shall not be deemed to have been given any notice or proposal unless actually received. All costs incurred by any bidder in connection with a response to the Request for Proposals – Health Care & Mental Health Services at the CCNO will be borne solely by the bidder.
- 1.03     The average length of stay in 2022 was 35.02 days. The average daily population in 2022 was 553. The average daily population in 2023 has been 546. The Corrections Commission makes no representation of any kind with respect to the anticipated average length of stay or the average daily population during the period covered by any agreement for the provision of health care & mental health services.
- 1.04     Health care services at the CCNO have been provided by Correctional Medical Services, Inc. from October 1990 through December 2009. Health care services at the CCNO have been provided by Correctional Health Care Companies from January 2010-2014. Health care services at the CCNO have been provided by Correct Care Solutions from January 2015-January 2019. Health care services at the CCNO have been provided by Southern Health Partners since January 2019.
- 1.05     The Corrections Commission currently has 155 employees.

**2.00     Proposals**

Any proposal must include the information set forth in this section.

- 2.01     The proposal must contain:
  - a.   The full legal name, type of organization, and state of organization of the bidder.
  - b.   The complete mailing address and principal place of business of the bidder.
  - c.   The name, title, email address and telephone number of the contact person for the bidder.
- 2.02     The proposal must be signed by a person authorized to bind the bidder, and the proposal must contain a certification that the person executing the proposal on behalf of the bidder has such authority.
- 2.03     The proposal must contain the following information regarding the bidder's history and experience:



- a. A company profile, including the date of organization, organizational structure, the date the bidder first began providing health care & mental health services, and whether the bidder is qualified to do business in Ohio.
  - b. Current health care contracts, including the clients, dates of contracts, type and size of facilities, reference persons at the facilities, and whether the facilities are accredited.
  - c. Any special achievements or distinctions earned by the bidder in connection with the provision of health care & mental health services.
- 2.05 The proposal must include at least three (3) persons that can be contacted for reference purposes.
- 2.06 The proposal must briefly describe how on-site and off-site health care & mental health services, including in-hospital care and necessary administrative, technical and medical support will be provided. The bidder must demonstrate an understanding of each task. Each task should be identified along with an explanation of how the bidder plans to approach the task. This explanation must also include a discussion of the bidder's quality assurance and cost containment practices. A restatement of tasks taken from these Specifications will not be considered responsive.
- 2.07 The proposal must address personnel matters, including complaint resolution, recruitment practices, equal employment opportunities, license/certification requirements, staff training and personnel development, orientation, employee assistance program, continuing education, in-service training, employment references, and performance review.
- 2.08 Telehealth/Telemed may be a tool that is useful in enhancing the access to care for inmates and may be a useful resource for inmate healthcare. As telehealth is an evolving resource, it is important to consider the current state regulations and health care policies in the facilities. The proposal must address how Telehealth/Telemed can be used to reduce cost and reduce outside facility visits.
- 2.09 Healthcare provider shall provide an on-call physician and/or registered nurse twenty-four (24) hours per day and seven (7) days per week. The proposal must specifically set forth the levels of staffing that will be necessary to provide the services described herein. In order to maintain continuity in the bidding process and to ensure comparable staffing arrangements, the Corrections Commission has developed suggested staff positions. Bidders should show staffing levels for each category, specifying projected work hours by either full time equivalents ("FTE"), hours per day or hours per week and the responsibilities of each position.

The Corrections Commission reserves the right to negotiate changes on modifications to the proposed staffing plan after a bidder has been selected. Hours and requirements have been changed from previous RFPs. For example, the following positions are no longer required: psychiatrist, psych nurse, and on-site qualified mental health professional. Telpsyh services are currently used at approximately ten (10) hours per week. Required RN hours have also been removed; however an RN must be available for consultation 24 hours per day if staffing is solely LPNs.

The suggested staffing positions are as follows, hours to be assigned by Healthcare Provider:

- a. Healthcare Unit Administrator (RN) services – total of 40 hours per week on site
  - o Responsible for operations of the medical department
- b. Administrative Assistant services – total of 40 hours per week
- c. Medical Records Clerk services – total of 16 hours per week

- d. Charge Nurse if needed
  - o To assist the Healthcare Unit Administrator
- e. Licensed Practical Nurse (LPN)/Registered Nurse(RN) services – total of 369 hours per week
  - o If no RN's on shift, one must be on call for consultation.
- f. NP/PA services – total of 32 hours per week
- g. Medical Director – total of four (4) hours per week
- h. Dentist – total of four (4) hours per week
- i. Dental Assistant – total of four (4) hours per week

With the rise of mental health disorders and substance addictions in our communities, psychologist, psychiatrist and social workers have become essential mental health providers in correctional settings. Therefore, it is our recommendation that mental health support mirrors that of medical care being offered (note: Telehealth/Telemed hours may be offered):

- j. Qualified Mental Health Professional (i.e. Psychologist) – 12 hours per week
- k. Nurse Practitioner – Specialized in Psychiatric Mental Health with license to prescribe medicine 32-40 hours per week

Said hours may be re-allocated and subject to change as determined by mutual agreement of the commission and healthcare provider, but shall in all respects be consistent with the medical recommendations of the healthcare provider's licensed physician.

- 2.10 The proposal must specifically set forth the price for all the healthcare services specified herein during the term of the agreement. The proposal may contain alternatives setting forth different levels of service, staffing, and pricing options, but all proposals must cover, at a minimum, the services described herein.
- 2.11 The proposal must include a description of any price adjustments during the initial term of the agreement and any renewal terms, including any formula or formulas used for determining the same.
- 2.12 The proposal must describe any equipment that must be furnished by the Corrections Commission.
- 2.13 Each proposal shall be accompanied by a bond issued by a surety company authorized to do business in Ohio, a certified check, a cashier's check or a money order drawn upon a solvent bank or savings and loan association payable to the Corrections Commission of Northwest Ohio, in the sum of ten percent (10%) of the total amount of the bid and conditioned that if the proposal is accepted a contract shall be executed in conformity to the invitation and proposal.
- 2.14 The proposal must include a letter from the bidder's insurance company which states the average annual aggregate of losses of the bidder and the maximum total losses for the last five years.
- 2.15 The proposal may contain such other information as the bidder deems necessary or desirable.
- 2.16 Any inquiries regarding this Request for Proposals, including these Specifications must be in writing and delivered to the Corrections Commission at the Notice Address, Attention: Kelsey Goebel, Accounts Purchasing Assistant ([kelsey.goebel@ccnojail.org](mailto:kelsey.goebel@ccnojail.org)). All inquiries will be made available to all bidders. If an inquiry requests a clarification or otherwise affects all bidders, the Corrections Commission will issue, in its discretion, either a written clarification or an addendum to these Specifications responding to the inquiry. In addition, the Corrections Commission may issue, in its discretion and/or at its own initiative, addenda to these Specifications. Each bidder is responsible for determining that it has received all addenda prior to submitting a proposal.

### **3.00 Proposal Evaluation and Contract Award**

- 3.01 The Corrections Commission intends to award the contract to the “lowest and best” bidder. The Corrections Commission has the right to award the contract not necessarily to the bidder with the lowest price, but to the bidder who demonstrates the best ability to fulfill the requirements and whose proposal is determined to be professionally and technically complete. Among other things, the Corrections Commission will consider:
- a. The skill, knowledge, expertise and experience of the bidder, as evidenced by information furnished to the Corrections Commission including statements by parties that have contracted with the bidder, statements by parties that have contracted with the bidder in the past, and past performance on public contracts;
  - b. The bidder’s management skills;
  - c. The provider’s experience in providing health services in the State of Ohio.
- 3.02 **THE CORRECTIONS COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AT ANY TIME, EITHER BEFORE OR AFTER THE OPENING OF PROPOSALS, OR TO AWARD THE CONTRACT IN WHOLE OR IN PART.**
- 3.03 The specific contract terms must be negotiated upon award of the contract based upon these Specifications and the Proposal. The Corrections Commission recognizes that issues may arise during the contracting processes that are not specifically addressed in these Specifications. Such issues may be resolved through the contract negotiations. The contract will be prepared by counsel for the Corrections Commission, although the Corrections Commission will review and consider any standard form of contract requested by the bidder. Any standard form of contract may, but is not required to be included in the proposal.
- 3.04 If the successful bidder fails to execute a contract within 60 days after the award of the contract, the amount of the bidder’s Bid Guarantee will be forfeited to the Corrections Commission. If the successful bidder fails to execute a contract or indicates an inability or unwillingness to execute a contract, the Corrections Commission reserves the right either to select, in its sole discretion and to the extent permitted by law, another bidder or to rebid the contract.
- 3.05 The Bid Guarantee of unsuccessful bidders will be returned upon execution of a contract.
- 3.06 At the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that is generally recognized as such and is protected by law may be withheld if clearly identified as such in the Proposal.

### **4.00 Services to be Provided**

The successful bidder must provide all medical services and supplies (including pharmaceuticals) necessary to prevent health problems at the CCNO, to maintain and improve the health of all inmates at the Correction Center and to develop and implement policies and procedures designed to achieve these objectives, all in compliance with the “Standards for Healthcare Services in Jails” promulgated by the American Correction Association (ACA) and the Ohio Jail Standards. The medical services and supplies to be provided are described in more detail in the following sections.

- 4.01 Pre-Admission Screening

- a. A pre-admission review of all inmates brought directly to the facility by the arresting officer must be made by a physician, registered nurse, or licensed practical nurse to ascertain their suitability for admission to the CCNO.
- b. A receiving screening examination, to include: current illness and health problems, medication taken and special health requirements/medical needs, behavioral observations (including state of consciousness and mental status), and assessment of suicide risk, must be performed on all inmates upon their arrival at the CCNO. The exam must be conducted as part of the booking process (but not more than one (1) hour after an inmate's arrival) by a physician, registered nurse or licensed practical nurse and must include physical and behavioral observations and inquiry into the inmate's medical, dental and mental health condition using an instrument submitted and approved by the Executive Director of the CCNO.
- c. Upon recognition of any problem requiring immediate treatment, appropriate referral must be made to a physician for further evaluation or treatment. If the screening reveals any infectious disease, the affected inmate must be placed in medical isolation until it is determined by medical staff that the inmate's condition allows placement in the general CCNO population. This determination is subject to review by the facility's Classification staff in conjunction with the medical staff.

#### 4.02 Health Appraisal

- a. A health examination must be completed on each inmate within fourteen (14) days of the inmate's arrival at the CCNO by a physician or nurse and must include physical and behavioral observations and inquiry into the inmate's medical and mental health condition using an instrument submitted and approved by the Executive Director of the CCNO.
- b. Upon recognition of any problem requiring immediate treatment, appropriate referral must be made to a physician for further evaluation or treatment.
- c. Such examination must include administration of a Mantoux test for tuberculosis and screening for communicable diseases, sexually transmitted diseases, heart disease, drug or alcohol addiction, diabetes, hepatitis and any other disease or condition as deemed necessary by the person administering the examination.

#### 4.03 Physician's Services

- a. A physician must act as the Medical Director. The Medical Director is responsible for the clinical direction, supervision and control of all persons providing medical services at the CCNO. The bidder must also appoint a person with authority to act on behalf of the Medical Director in the Medical Director's absence.
- b. A physician/Qualified health care professional must be scheduled to conduct a daily inmate sick call clinic. Sick call clinics must be held a minimum of five (5) times per week.
- c. A physician/NP/PA must be on call twenty-four (24) hours per day, seven (7) days per week within fifteen (15) minutes of the call.
- d. Notwithstanding the availability of an on-call physician, if in the opinion of the medical staff on duty a life threatening or medically urgent situation exists, medical staff on duty must have authority to arrange immediate transportation of the affected inmate to a hospital or other medical facility for treatment without first securing the opinion or authority of a physician.
- e. Computerized physician order entry is an electronic means for a physician to enter new prescription orders for patients. This would reduce the chance of errors made by nurses transcribing prescription orders as well as ensure medical orders are accurately communicated to the entire healthcare team, regardless of which shift the team member is working.

Additionally, computerized medical documentation are real-time patient-centered records that make information available instantly and securely to authorized users. We recommend that any healthcare administrator that receives a contract from CCNO take active steps for utilizations of computerized physician order entry and computerized medical documentation.

#### 4.04 Nursing Services

- a. Routine nursing services must be provided 24 hours per day, seven (7) days per week. These services must be provided by a registered nurse or a licensed practical nurse. If an RN is not on duty, then an RN must be available via phone consultation as needed.

#### 4.05 Daily Triaging of Complaint

Health complaints from inmates must be processed at least daily as follows:

- a. Healthcare personnel must solicit and act upon all complaints and make referrals to appropriate healthcare providers as necessary.
- b. Medical Triage Forms must be collected by medical staff once each 24 hours. Medical Triage Forms must be separate from other inmate request forms.
- c. The responsible physician/NP/PA must determine the appropriate triage mechanism to be used for specific categories of complaints. After triage, if the medical staff has determined not to further examine any inmate requesting sick call or review of a medical complaint, the medical staff must document on the medical record the reasons for the decision and the person making the triage decision.
- d. All inmates requesting medical review or treatment must be examined by professional medical staff within twenty-four (24) hours of the request unless determined by medical staff to be life-threatening and/or of an emergency nature, in which case the appropriate immediate action must be undertaken by medical staff.
- e. The bidder may obtain and provide a second medical opinion on an inmate's medical needs when required to ensure the quality of service or to reduce liability exposure. Such opinion must be at the cost of the bidder.

#### 4.06 Sick Call

Routine diagnosis and treatment of minor health problems must be handled through a nurse sick call system or by written treatment protocols.

#### 4.07 Infirmary Care

- a. The CCNO contains a six (6) bed special segregation section in which inmates under medical care may be isolated. Bed section is designated for other administrative segregation which may include minor medical or psychological needs.
- b. The bidder will be expected to utilize these sections to isolate/segregate inmates for medical and psychological reasons to the extent possible to reduce the necessity for hospital care.
- c. If an inmate is placed in medical segregation or isolation, the medical staff must supervise and monitor that inmate to include all suicidal watches, in the Medical Infirmary Unit, based on American Correctional Association (ACA) and State Standards, on a continuing basis. The Corrections Commission staff will be available for security purposes as necessary to ensure safety of medical personnel.

- d. Such inmates must be examined by the physician/NP/PA on a regular basis to assess their medical condition and to determine the need for continued segregation/isolation. Such determinations must be made in consultation with assigned mental health workers when appropriate.

#### 4.08 Hospital Care

- a. The bidder must make such arrangements as it deems necessary and must provide for appropriate hospital care when hospitalization of an inmate is required for illness or injury. The bidder must provide notice to security personnel in order to make necessary arrangements for providing security to hospitalized inmates. Following hospitalization, the bidder's responsibilities include, but will not be limited to, consulting and specialist physician treatment and related medical services necessary for the inmate's hospital care.
- b. Hospital is subject to the aggregate annual cap described below.
- c. All medical bills must be reviewed and adjusted prior to payment, and tracked by jurisdiction of arrest. The bidder must appoint a quality assurance individual to review in-hospital charts for length-of-stay purposes.

#### 4.09 Specialty Services

The bidder must provide on-site specialty clinics when feasible to reduce the number of off-site referrals for specialty consultations. The bidder must be responsible for all costs associated with all specialty visits except those for security and routine transportation when an off-site specialty consultation is necessary.

#### 4.10 Preventive Care

Preventive care must be provided, including health education and necessary inoculations and immunizations and instruction in self-care for chronic conditions in order to take advanced measures against disease. The preventive care contemplated must be detailed in the proposal.

#### 4.11 HIV Counseling

HIV counseling and testing may be provided if the inmate will be incarcerated a sufficient length of time to receive the test results during face to face counseling. All HIV drug therapy will be submitted to the Ryan White Foundation for reimbursement, or any applicable reimbursement.

#### 4.12 Ancillary Services

Routine laboratory and minor x-ray procedures must be performed on-site to the extent possible.

#### 4.13 Dental Care

The following dental services must be provided to all inmates:

- a. Dental evaluation within 14 days of admission; conducted by a nurse on initial intake screening.
- b. Twenty-four (24) hour per day emergency dental treatment, not limited to extraction, when the health of the inmate would be adversely affected as determined by the dentist;
- c. Dental and oral care provided by a Dentist licensed in the State of Ohio.

#### 4.14 Medical Records

The bidder must maintain and provide the Corrections Commission with an individual medical record for each inmate, which must be kept up-to-date at all times. Each inmate's medical record must include documentation of all treatments, patient-perceived problems, examinations, diagnoses and medications administered. All medical documentation within files must meet ACA and state jail standards. A transfer summary copy of the record must be forwarded to the appropriate facility in the event of transfer of the inmate. All inmate rights concerning the confidentiality of the medical record must be maintained. The bidder must share information from inmate medical records with authorized Corrections Commission administrative personnel.

#### 4.15 Pharmaceutical and Medical Supplies

Pharmacy services capable of meeting the needs of all inmates in the facility must be provided at the expense of the bidder. All medicines must be administered in unit doses. All prescription medicines must be ordered by the responsible physician/NP/PA and administered by medical services personnel. Records of all medications administered and formulary of approved medications and supplies must be maintained at the CCNO by the bidder. All such records and formulary are the property of the Corrections Commission. Strict controls of pharmaceutical and medical supplies must also be maintained.

The bidder must provide that medication be administered in such manner as to require the medical staff to positively identify the inmate to whom the medication is administered and to permit the medical staff to allow a full frontal view of the inmate as the inmate ingests the medication.

Inmates entering the CCNO bringing their own medication with them may be permitted to continue taking such medication. However, the facility medical staff will immediately review the continuing need for such medication, and if medically necessary, verify the prescription and take the necessary action to dispense the appropriate medication, beginning with the next scheduled dose. The Medical Director must develop a policy to dictate the appropriate procedures where verification cannot immediately be obtained.

#### 4.16 Special Medical Programs

For each inmate with a special medical condition requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan must be developed by the responsible physician. Said plan must include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

#### 4.17 Special Diets

Any inmate request for a special diet/religious diet must be reviewed by a qualified health care professional who will approve the request and direct the food service staff as necessary.

#### 4.18 Mental Health

The bidder must provide appropriate mental health care of a diagnostic, treatment and referral nature.

Referrals of inmates to qualified outside mental health workers must be at the bidder's expense and will be coordinated by mental health personnel, in conjunction with the CCNO administration personnel.

Mental Health Care (Onsite) shall arrange and bear the cost of on-site mental health service for covered persons which shall include post admission assessment, evaluation, counseling, and suicide prevention. The awarded company shall not be responsible for the provision or cost of any off-site or inpatient mental health services.

The bidder must formulate a medically supervised program for on-site detoxification for alcohol and drug abuse.

#### 4.19 Employee Medical Services

The bidder must provide the following medical services to CCNO personnel and employees of other contractors (other than construction contractors) working at the CCNO:

- a. Emergency on-site medical treatment and/or examination as requested by the CCNO administrative personnel (i.e., post injury, use of force assessment and care, and medical emergencies).

#### 4.20 Aggregate Cap

The financial liability of the bidder for the hospitalization (both inpatient and outpatient), off-site specialty care, and off-site radiology, dental and optical tests and HIV drug therapy is subject to an aggregate annual cap of no less than \$50,000.00, to be adjusted annually in accordance with the adjustments in the contract price. The Corrections Commission will be entitled to a credit toward the contract price equal to 50% of any saving realized if actual cost of such loss is less than \$50,000 (i.e. HIV drugs, First-Call assessments, etc.)

Please see 'Attachment A' for current and previous years cap expense information. You will notice a \$100,000.00 pharmaceutical cap that was negotiated in the original contract. After the caps are exceeded, CCNO is responsible for the pharmaceutical costs.

#### 4.21 Inmate Health Insurance

The bidder may seek and obtain reimbursement from third party payors for medical expenses incurred by the bidder in treating any inmates, subject to such rules and regulations with respect thereto as the Corrections Commission may impose. The jurisdiction that is financially responsible for the inmate's health care is entitled to any reimbursement from third party payors for health care expenses for which the bidder is not otherwise responsible pursuant to the terms of its agreement with the CCNO. The U.S. Marshals pay for all costs of Federal Inmates care outside of the facility, and including medication within the facility.

#### 4.22 Miscellaneous

All medical policies and procedures must be reviewed on a twelve (12) month basis. The bidder must develop necessary standing orders, policies, procedures and protocols to govern all healthcare services in accordance with Ohio and ACA standards. Such policies and procedures must be approved by the Executive Director of the CCNO. The bidder shall provide necessary documentation as required by the Commission to assure accreditation for ACA, Prison Rape Elimination Act (PREA) and Ohio Jail Standards.

The Medical Director must perform a quality PREA assurance review of all services provided, including those provided by outside physicians or medical services and third party coverage. The Medical Director



must designate an employee to function as Infection Control Coordinator. The Infection Control Committee will monitor all infections within the facility.

The bidder must provide for both clinical and administrative support for the healthcare program, including support of Corrections Commission through expert legal testimony in any litigation.

The bidder is not responsible for the cost of medical services to infants born to inmates.

The bidder will be required to respond to inmate request to staffs and grievances.

The bidder will inform the Commission when a bidder's employees violate the bidder's and Commission's policies.

## **5.00 Additional Requirements**

- 5.01 The bidder must carry professional liability insurance covering all employees of the bidder with an insurance company acceptable to the Corrections Commission in an amount not less than \$2 million per occurrence and \$10 million in aggregate. In addition, the bidder must carry a comprehensive general liability policy with an insurance company acceptable to the Corrections Commission with a combined single limit of not less than \$5 million. The Corrections Commission must be named as an additional insured on all such policies. Each policy must also provide that the insurer will give (and not merely endeavor to give) the Corrections Commission thirty (30) days written notice prior to cancellation. A copy of current certificates of insurance must be maintained on file with the Corrections Commission. Any independent contractors employed by bidder must also carry the types and amount of insurance set forth in this paragraph.

The bidder must carry casualty insurance on any of its personal property kept or stored at the CCNO. The requirements applicable to the commercial general liability insurance policies are also applicable to any casualty insurance policy.

- 5.02 The bidder must comply with all applicable federal, state, and local laws and regulations pertaining to healthcare. In addition, the bidder and all employees of the bidder must comply with all rules and regulations established by the Corrections Commission.

- 5.03 The bidder must adhere to all laws regarding employment and discrimination applicable to the Corrections Commission.

- 5.04 All prospective employees of the bidder who will be working at the CCNO must pass a comprehensive background review by the Corrections Commission, which background check must include a criminal record check, fingerprinting, and a successful drug test by the bidder.

- 5.04.1 All prospective employees of the bidder who will be working at the CCNO must pass a comprehensive background review by the Corrections Commission, which background check must include a criminal history check, fingerprinting and drug testing. The bidder must perform an employment reference check that includes employment history, performance, history of any allegations of sexual abuse and/or staff sexual misconduct while working in a corrections or custodial setting. This reference check will be provided to the Corrections Commission.

- a. The bidder shall not hire or promote anyone who may have contact with inmates, and shall not enlist the services of any employee who may have contact with inmates, who

1. Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
  2. Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
  3. Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph a) 2) of this section. (§115.17)
- b. The bidder shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any employee, who may have contact with inmates. (§115.17)
  - c. Before hiring new employees who may have contact with inmates, the bidder shall:
    1. Perform a criminal background records check; and
    2. Consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse. (§115.17)
  - d. The bidder shall also perform a criminal background records check before enlisting the services of any employee who may have contact with inmates. (§115.17)
  - e. The bidder shall conduct criminal background records checks at least every five years of employees and subcontractors who may have contact with inmates or have in place a system for otherwise capturing such information for bidder employees. (§115.17)
  - f. The bidder shall ask all applicants and employees who may have contact with inmates directly about previous misconduct described in paragraph a) of this section in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. The bidder shall also impose upon employees a continuing affirmative duty to disclose any such misconduct. (§115.17)
  - g. Material omission regarding such misconduct, or the provision of materially false information, are grounds for termination of the employee by the bidder. (§115.17)

The Corrections Commission reserves the right to deny access to the CCNO to any employee of the bidder who does not meet the established CCNO security clearances or obey established rules and regulations. All the bidder's personnel at the CCNO will be subject to approval by the Corrections Commission.

In recognition of the sensitive nature of correctional institutions, if the Corrections Commission is dissatisfied with any of the personnel provided under the contract, it may give written notice of such fact and the reasons thereof to the bidder. If the problem cannot be resolved, the bidder must remove the individual and provide medical services with appropriate personnel until an approved replacement can be found. The Corrections Commission will allow a reasonable amount of time to find a suitable replacement.

- 5.05 All of the bidder's personnel performing professional medical, dental and pharmaceutical services at the CCNO must be appropriately licensed in the State of Ohio and in each case hold an unrestricted license. A professional license verification log for all medical personnel must be maintained by the bidder, who must make such log available by the Corrections Commission upon request. The bidder's employees must, on an annual basis, complete such training as is necessary to maintain their license and/or certificates and to ensure the continued accreditation of the CCNO by the ACA.

- 5.06 The bidder's employees must attend orientation classes and training as conducted and provided by the Corrections Commission, and other appropriate training as specified by the Corrections Commission.
- 5.07 The bidder must be responsible for time and attendance accountability and provide appropriate records to the Corrections Commission upon demand.
- 5.08 The bidder's employees must safeguard all property of the Corrections Commission. Medical equipment is to be used only by those trained and qualified in their use and the bidder will be held responsible for damage resulting from negligence or carelessness on the part of the bidder's employees and contractors.
- 5.09 The observance of legal holidays, sick or vacation use will in no way affect service delivery by the bidder.
- 5.10 The bidder must pay for all labor-related and overhead costs and expenses, including, but not limited to delivery vehicle, paper supplies, laundry and uniforms for bidders' employees, workers' compensation, IT needs, performance bond premiums, office supplies, postage, taxes and licenses, expenses for employee physicals and employment advertising expenses.
- 5.11 The bidder must furnish monthly itemized invoices as agreed upon by the Corrections Commission which must include the average daily population for the month invoiced. The bidder must keep records of the arresting jurisdiction of each inmate who receives care, and prepare a monthly summary by jurisdiction of the amount of money spent year-to-date.
- 5.12 The bidder must furnish a performance bond in the amount of the contract with a surety authorized to do business in Ohio in a form acceptable to the Corrections Commission as required by Ohio Rev. Code §307.89.
- 5.13 CCNO reserves the right to approve or disapprove at CCNO's sole discretion any employee of the bidder prior to that employee's assumption of any duties at the facility and the right to deny any of the bidder's employees access to the Facility who, at any time, do not meet the established security clearances or established rules and regulations. Final selection of all bidders' employees at the Facility shall be with the approval of the CCNO. The CCNO shall have no liability to the bidder for any employee or prospective employee because any current or prospective employee is deemed unacceptable to the CCNO for any reason.

With respect to the Medical Director, the bidder shall provide a trained, knowledgeable and experienced Medical Director. Prior to assuming the duties of Medical Director, the bidder shall provide a resume, background and reference check results. CCNO retains the right to interview the Medical Director, conduct its own background and security checks, and approve the employment of the Medical Director. The CCNO shall have no liability to the bidder, any employee or any prospective employee as a result of the CCNO's refusal to approve any person to be employed at the facility by the bidder.

## **6.00 Obligations of the Corrections Commission**

- 6.01 The Corrections Commission will provide, maintain, and reasonably repair the space necessary to provide the service described herein. The Corrections Commission will provide cleaning supplies and utilities at the CCNO.

- 6.02 The Corrections Commission will provide, maintain, and repair the equipment necessary to properly provide medical and dental services. Additional equipment may be provided by the Corrections Commission at the request of the bidder.
- 6.03 The Corrections Commission will provide non-emergency medical transportation services.

**7.00 Contract Terms**

The following terms and conditions in a form prepared by counsel for the Corrections Commission must be included in any agreement between the Corrections Commission and the bidder. The agreement may also contain such additional terms and conditions as may be negotiated by the CCNO and the bidder.

**7.01 Price and Payment**

The price for the first twelve (12) months of the agreement must be fixed.

The Corrections Commission will pay the bidder monthly within thirty (30) days after the receipt of the prior month's invoice.

**7.02 Term**

The term of the agreement must be for thirty-six (36) months, commencing on January 15, 2024 and ending December 31, 2026. The agreement may be renewable for two (2) one-year (1) terms. The CCNO will not execute an agreement containing an automatic renewal provision or a required notice period in excess of 60 days before termination date.

**7.03 Amendment**

The agreement must permit the Corrections Commission to amend the agreement during its term to permit a change in the scope of the services in response to circumstances.

**7.04 Indemnification**

The bidder must indemnify, defend and hold the Corrections Commission harmless from and against all injuries, damages, claims, actions, costs or expenses (including attorney's and professional fees and court costs) caused by or arising out of any medical services provided by the bidder; any act, omission or statement by the bidder or its officers, directors, shareholders, employees, agents, representatives, licensees or invitees; or the failure by the bidder to comply with any of the terms of the agreement.

**7.05 Events of Default**

The occurrence of any of the following will be an event of default by the bidder:

- a. The bidder fails to perform or observe any term or condition of the agreement required to be performed or observed by the bidder (7-day grace period after written notice, except in cases of emergency).
- b. A voluntary or involuntary petition in bankruptcy is filed by or against the bidder or the bidder, or any creditors of the bidder take action indicating that the bidder is insolvent or generally unable to pay its debts as they become due, all as more specifically set forth in the agreement.

- c. The bidder is dissolved, liquidated, merged into another entity, acquired by a third party, or ceases to do business.
- d. Any representation or warranty made by the bidder in the agreement or in any report, certificate, application, financial statement or other instrument furnished by the bidder proves to be false, misleading, or incorrect in any material respect as of the date made.
- e. A second occurrence of an event of default, regardless of subsequent cure.
- f. Such other matters and events as are customarily included in similar types of contracts.

#### 7.06 Termination

The Corrections Commission shall be entitled to terminate the agreement immediately upon the occurrence of an event of default, take possession of any personal property and equipment at the CCNO and exercise any other remedy available in law or in equity.

Upon termination of the agreement for any reason, the bidder must turn over to the Corrections Commission an accounting for all equipment and other property belonging to the Corrections Commission. The bidder must also make available for purchase by the Corrections Commission, at current market rates, all equipment purchased by the bidder and currently in use with in the CCNO. The bidder must deliver to the Corrections Commission all data, records, and reports concerning the provision of medical service, including but not limited to, inmate and staff medical records.

#### 7.07 Research

No research projects involving inmates may be conducted without prior written consent of the Corrections Commission. The conditions under which the research may be conducted must be set forth in writing. The bidder may or may not publish any findings based on data obtained from the Correction Center without the prior written consent of the Corrections Commission.

#### 7.08 Jurisdiction

Any future disputes over this Agreement will be heard in a Court of competent jurisdiction in Williams County, Ohio.

#### 7.09 Binding Effect

The agreement will be binding upon the successors and assigns of the bidder.

#### 7.10 Assignment

The bidder may not assign the agreement or any monies due or to become due to the bidder hereunder without the prior written consent of the Corrections Commission.

#### 7.11 Additional Provision

The agreement will contain such additional provisions as are customary in agreements of this type.

**RFP # 2023 – 003 Inmate Health Care & Mental Health Services**

**This Bid submitted by:**

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Typed Signature: \_\_\_\_\_

Bidder is:

- |                          |                |
|--------------------------|----------------|
| <input type="checkbox"/> | Proprietorship |
| <input type="checkbox"/> | Partnership    |
| <input type="checkbox"/> | Corporation    |

Organized under Laws of the State of \_\_\_\_\_

Name of President: \_\_\_\_\_

Names of Individual Members of the Firm:

_____	_____
_____	_____

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Telephone #: \_\_\_\_\_

**RFP # 2023 – 003 Inmate Health Care & Mental Health Services**  
**Attachment A**

	<b>Total Expenses</b>	<b>Cap Limit</b>	<b>CCNO Out of Pocket</b>
<b>2021</b>			
50K Cap Expenses	\$82,558.55	\$50,000.00	\$32,558.55
100K Cap Expenses	\$120,327.08	\$100,000.00	\$20,327.08
			\$52,885.63
<b>2022</b>			
50K Cap Expenses	\$103,769.32	\$50,000.00	\$53,769.32
100K Cap Expenses	\$163,304.67	\$100,000.00	\$63,304.67
			\$117,073.99
<b>2023 To Date (May)</b>			
50K Cap Expenses	\$39,125.61	\$50,000.00	
100K Cap Expenses	\$31,896.75	\$100,000.00	