



County of Roanoke

Finance Department
Purchasing Division

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REQUEST FOR PROPOSAL
#2024-055

**HEALTHCARE SERVICES FOR THE INMATES
OF THE WESTERN VIRGINIA REGIONAL JAIL**

One (1) original, two (2) electronic (USB Flash Drive) one as submitted, and one redacted to remove all confidential and proprietary material, and Five (5) exact duplicates of the Sealed Proposal

Mandatory Pre-Proposal Conference Date: March 6, 2024, at 2:00 PM
At the Western Virginia Regional Jail for the purpose of questions and a site visit.

Proposal Due: March 29, 2024
2:00 P.M.
(Local Prevailing Time)

This Public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 11.35.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Signature Form for RFP No. 2024-055 **Title:** Healthcare Services for The Inmates of The Western Virginia Regional Jail

Issue Date: February 26, 2024

Issued By: **County of Roanoke, On Behalf of the Western Virginia Regional Jail Authority**
Roanoke County Administration Building
Purchasing Division
5204 Bernard Drive, SW, Suite 300-F
Roanoke, VA 24018-0798
Phone (540) 772-2020

Email: drago@roanokecountyva.gov

Sealed proposals will be received on or before 2:00 P.M., March 29, 2024, for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 4:00 p.m., March 8, 2024. If necessary, an addendum will be issued and posted to the County website on the Current Bids/RFP Requests tab at <https://www.roanokecountyva.gov/bids.aspx>.

If proposals are hand delivered or mailed, send directly to the Purchasing Division at the address listed above. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The County reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for one hundred twenty (120) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Division.

Legal Name and Address of Firm: _____

State: _____ Zip: _____ Date: _____

By: _____ (Signature in Ink)

Name: _____ (Please Print)

Title: _____

Phone: _____ FAX: _____

Email: _____ Business License# _____

VA State Corporation Commission/Federal ID Number#: _____

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**HEALTHCARE SERVICES FOR THE INMATES
OF THE WESTERN VIRGINIA REGIONAL JAIL**

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1. RFP REQUIREMENTS AND INFORMATION

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Proposals must be received in the Office of the Purchasing, County of Roanoke, 5204 Bernard Drive SW, Suite 300F Roanoke, VA 24018 by the date and time of proposal closing indicated above. NO late proposals will be accepted. NO faxed proposals will be accepted.

Proposals must meet all specifications, terms, and conditions of this Request for Proposal (RFP). Offerors need to submit their Federal Identification Number on a W-9 form included in the proposal, as well as the identification number issued to you by the Virginia State Corporation Commission, or a statement as to why such number is not required.

The offeror's proposal MUST be manually signed in ink and returned by the proposal closing date and time along with any other requirements as specified in the RFP to be considered for an award.

Proposals must be in a sealed envelope/package and marked "RFP #2024-055, "Healthcare Services for the Inmates of the Western Virginia Regional Jail."

A proposal may not be altered after opening. The proposal must stay in effect for one hundred twenty (120) days after the closing.

A Mandatory Pre-Proposal Conference and tour of facility will be held on March 6, 2024, at 2:00 p.m., at Western Virginia Regional Jail, located at 5885 West River Road, Salem, Virginia 24153.

The contractor will be responsible for all requirements and successful performance of this contract.

1.1. Purpose

The primary objective of this contract is to provide medically necessary services that are cost effective and maintain a level of quality in accordance with standards established by the Commonwealth of Virginia Board of Local and Regional Jails (BLRJ); the National Commission on Correctional Health Care (NCCHC); and the American Correctional Association (ACA). The facility is currently ACA accredited. The expectation is that the provider will maintain current accreditations.

- The services under this contract shall apply to all inmates that are housed in or in the custody of the Regional Jail. This contract is to provide for medically necessary services that are cost effective.
- WVRJ requests proposals from qualified vendors to provide a comprehensive program of inmate health care to include:
 - An on-site medical services program to meet the medical needs of inmates (e.g., initial physical assessments, ongoing evaluation and treatment of medical conditions, stabilization of urgent and emergency medical/psychiatric conditions, discharge planning and medication management);
 - An on-site dental services program to meet the needs of inmates (e.g., initial assessment, extractions, examinations and emergency treatment);
 - An on-site mental health care delivery program to meet the needs of the inmates; and
 - An off-site preferred provider network of hospitals, physicians, and other ancillary medical providers to provide medically necessary services to inmates which cannot be provided on-site at the Regional Jail.

1.2. Inquiries

Any explanation desired by a offeror regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing no later than 5:00 p.m., EST, March 8, 2024 to the WVRJ Purchasing Manager listed below and clearly marked "Questions for Healthcare Services for the Inmates of the Western Virginia Regional Jail". Questions may be sent via email or facsimile to:

Dawn M. Rago,
Senior Buyer
5204 Bernard Dr. SW, Suite 300-F
Roanoke, Virginia 24018-0798
drago@roanokecountyva.gov
Fax 540.561.2827

Any interpretation, correction, or change of the RFP will be made by an addendum. The County Purchasing Division or its designee will issue Addendum that will be posted to the County website on the Current Bids Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx> as well as on the Virginia Procurement Site DGS/DPS eVA VBO (www.eva.virginia.gov).

Any addendum shall become part of this RFP and part of any contract resulting from this RFP.

Interpretations, corrections, or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes.

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County.**

Although 'Notify Me' and 'eVA' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2020

1.3. **Mandatory Pre-Proposal Conference**

A mandatory pre-proposal conference has been scheduled for this RFP. The purpose of the mandatory pre-proposal conference is to provide an opportunity for offerors to raise questions and verify any of the proposal requirements. Offerors should send a list of attendees to the Purchasing Manager. For the pre-proposal conference each participant must have a valid driver's license or other officially-issued photo identification. At least one representative from the company electing to consider bidding and not more than three individuals may participate for a single Contractor. The pre-proposal conference will be held:

Date/Time: 2:00 p.m., EST, March 6, 2024
Location: Western Virginia Regional Jail,
5885 West River Road,
Salem, VA 24153

A tour of pertinent parts of the facility will be provided at the time of the mandatory pre-proposal conference.

1.4. Contract Period

This contract shall be for a term of three (3) years, starting on June 1, 2024. This agreement will renew for three (3) additional two-year terms unless either party gives written notice of termination at least one hundred twenty (120) days before the end of the original term. If delays in the proposal process result in an adjustment of the anticipated contract starting date, the contractor agrees to accept a contract for the full term of the contract.

1.5. Contract Administration

WVRJ will administer the contract. The successful contractor(s) will be required to bill WVRJ directly. Any problems with delivery, payment, credit, etc. for invoices for WVRJ will be handled directly by WVRJ.

1.6. Communication with Staff

From the date the RFP is issued until an Offeror has been selected and officially announced, all communication regarding this RFP by potential Offerors and employees of WVRJ shall be in writing and addressed to the Purchasing Office.

Once a contractor is preliminarily selected, that contractor is restricted from communicating with unauthorized WVRJ staff and contracted staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

- Written communication with the person(s) designated as the point(s) of contact for this RFP or procurement;
- Contacts made pursuant to any pre-existing contracts or obligations;
- WVRJ staff and/or contractor staff present at the Pre-Proposal Conference when recognized by WVRJ staff facilitating the meeting for the purpose of addressing questions;
- WVRJ-requested presentations, key personnel interviews, and clarification sessions or discussions to finalize a contract.

1.7. Prime Contractor Responsibilities

The contractor will be required to assume responsibility for all contractual services offered in this proposal whether or not the contractor performs them. Further, WVRJ will consider the contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. Offeror will provide a toll free telephone number, and a mobile number, for contractual service related issues.

Offeror shall also provide a fax number and email address in its response to this RFP

The final executed contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations here under without the prior written consent of the other.

The contract will be binding upon and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

If any part of the work is to be subcontracted, responses to this proposal shall include a list of subcontractors, including business name and address, telephone number, contact person and complete description of work to be subcontracted. WVRJ reserves the right to approve or disapprove subcontractors at the time of award and throughout the contract period and to require the contractor to replace subcontractors found to be unacceptable.

1.8. Rejections of Proposals

WVRJ reserves the right to reject any or all proposals, wholly or in part. WVRJ reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy

of the proposal and do not improve the offeror's competitive position. All awards will be made in a manner deemed in the best interest of WVRJ.

1.9. **Schedule**

ACTIVITY	DATE/TIME
1. Release date for Request for Proposal	February 26, 2024
2. Mandatory pre-proposal conference at WVRJ	March 6, 2024 2:00 p.m., EST,
3. Last day to submit written questions	March 8, 2024 5:00 p.m., EST,
4. WVRJ responds to written questions through RFP Addendum to be sent to all prospective offerors.	March 15, 2024
5. Proposal Due Date	March 29, 2024 2:00 p.m., EST,
6. Tentative Oral Presentations	April 10 or 11, 2024
7. Tentative Non-Binding Pricing Proposals Due	April 10 or 11, 2024
8. Tentative Second Oral Presentation	TBD
9. Tentative Negotiations	April 22, 2024
10. Estimated Contract start date	June 1, 2024

1.10. **Oral Presentations**

The Evaluation Committee may hear oral presentations (if required). Contractors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request it. As such, the initial proposal should be as comprehensive as possible yet concise and to the point, clearly describing the details of services that the Contractor intends to provide to WVRJ. The proposal should address each section in this proposal that deals with requirements, either legal or technical, and clearly state "comply" or "non-comply". Contractors are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to WVRJ.

Once proposals are received, WVRJ shall engage in Oral presentations with two or more offerors deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services. The oral presentation is an opportunity for WVRJ Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the Contractor to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the Contractor to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, are tentatively scheduled for April 10 or 11, 2024. Repetitive oral presentations shall be permissible. At the request of the first oral presentation WVRJ may discuss non-binding estimates of the project cost. After the conclusion of the oral presentations, based on the evaluation factors outlined herein and all information developed in the selection process up to that point, WVRJ shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract can be successfully negotiated with that offeror, an award shall be made. If not, negotiations with the offeror shall be terminated and negotiations conducted with the offeror ranked second and soon, until a contract can be successfully awarded. Should WVRJ determine in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the offeror. If conducted, will be conducted at the discretion of WVRJ.

1.11. **Proposal Evaluation for Healthcare Services**

WVRJ will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below.

- Medical Records / Reports Capability

- Financial Depth and Stability
- Corporate Experience and Background
- Mental Health Program: Proposal, Performance History
 - Medication Assisted Treatment (MAT) Program Experience
- References
- Leadership Team / Staffing Plan Proposal
- Inmate Discharge Plan
- Pre-proposal Conference Attendance
- Recruitment, Retention, Compensation-Benefit Plan / History

Definitions

The following terms used in this Request for Proposals (RFP) shall, unless the context indicates otherwise, have the meanings set forth below:

- ACA Standards means the Standards for Adult Local Detention Facilities published by the American Correctional Association as hereafter supplemented or amended.
- Average Daily Inmate Population - Average daily inmate population is the total number of inmates confined in the jail as reflected in the Daily Inmate Census and Monthly Average Inmate Census reports which will be provided by the Contract Administrator.
- Benefit Hours - The benefit hours provided by the Contractor to certain employees, including paid holidays, vacation time, personal time and sick leave time.
- Board Eligible - A physician who has met the board eligibility criteria of the American Specialty Board in one or more of the following: internal medicine, family practice, emergency medicine, surgery, preventive medicine, psychiatry and infectious disease and who is certified to sit for the specialty board examination by the appropriate medical specialty board.
- Board Certified - A physician who has met the board eligibility criteria of the American Specialty Board in one or more of the following: internal medicine, family practice, emergency medicine, surgery, preventive medicine, psychiatry and infectious disease and who has successfully completed the specialty board examination by the appropriate medical specialty board.
- BLRJ - (The Board of Local and Regional Jails) is a nine-member, policy-making Board appointed by the Governor for the Department of Corrections, subject to confirmation by the General Assembly.
- Community Standard - It is intended that "community standard" for medical, dental and mental health services describe the scope and quality of those services, including diagnostic testing, preventive services and after care considered appropriate, in terms of type, amount, frequency, level, setting and duration appropriate to the patient's diagnosis or condition. The care must be consistent with generally accepted practice parameters in the Commonwealth of Virginia as recognized by health care providers in the same or similar general specialty as typically treat or manage the diagnosis or condition, help restore or maintain the patient's health, prevent the deterioration or palliate the patient's condition, prevent the reasonably likely onset of a health problem, or detect an incipient problem.
- Contract Monitor- Third Party contracted by Western Virginia Regional Jail responsible for reviewing and assuring the Contractor's compliance with the technical requirements of the contract, including providing the Contractor with technical direction on behalf of the Facility.
- Facility - Western Virginia Regional Jail.

- Fiscal Year - The Commonwealth Fiscal Year, i.e., July 1 through June 30.
- Full Time Equivalent - Work equivalent to the work performed by one person in forty (40) hours in one week.
- Health Care Administrator- A senior employee of the Contractor responsible for the administration of Services at the Facility.
- Inmate - means male, female and juvenile (offender under 18 years of age) offenders detained at the WVRJ.
- Inmate Count - The total number of Inmates in the custody of WVRJ each day. This information will be provided to the Contractor by the WVRJ on a daily basis.
- Matrix - The staffing tables setting out the Personnel positions, with position titles, position numbers, and Full Time Equivalent ("FTE") hours for each position, to be provided by the Contractor.
- Medical Director - A physician appointed by the Contractor to oversee medical services at the Facility.
- Medical Records - All records, including paper and electronic records made and maintained during the course of medical, dental and mental health evaluation and treatment of Inmates including but not limited to medical records, dental records, mental health records, forensic evaluations, orders, progress notes, consultation and laboratory requests and reports, and therapy notes.
- National Commission On Correctional Health Care (NCCHC) - The mission of the National Commission on Correctional Health Care is to improve the quality of health care in jails, prisons and juvenile confinement facilities. NCCHC's Standards for Health Services are their recommendations for managing the delivery of medical and mental health care in correctional systems. The Standards help correctional and detention facilities improve the health of their inmates and the communities to which they return; increase the efficiency of their health services delivery; strengthen their organizational effectiveness; and reduce their risk of adverse legal judgments.
- Nursing Director - A senior nurse appointed by the Contractor as the Director of Nursing to oversee nursing services at the Facility.
- Off-Facility Referral - The referral and transportation of an Inmate from the Facility in order for the inmate to receive Services at another location; provided, however, that an "Off -Facility Transfer" shall not be deemed to have occurred upon the transfer of an Inmate from one Facility to another Facility, or from one non-Facility inpatient hospital setting to another non-Facility inpatient or outpatient hospital setting.
- Off-site Medical Expenses – Off-site medical expenses include: Off-site inpatient hospitalizations, specialty services, dialysis services, emergency room visits, out-patient services, physical therapy services, x-ray over reads, lab testing, ambulance services, and physician services. Off- site medical expenses do not include pharmaceuticals or x-ray services performed on-site.
- Offeror - means the Offeror awarded the contract for.
- Superintendent - The Chief Administrative Officer of the WVRJ.
- Personnel - Employees of the Contractor or any subcontractor or independent contractor of the Contractor. Employees of the Contractor or any subcontractor shall not be deemed City Employees.
- Project Manager - means the person appointed by the Superintendent who will be the official liaison between the successful contractor on all matters pertaining to this solicitation and subsequent agreement.

- Program - A comprehensive program of medical, dental, and mental health services for inmates.
- Psychotropic Medication - Medication used for mental health treatment, including but not limited to antipsychotic medication, antidepressant medication, mood stabilization medication, and anxiolytic medication.
- QMHP- Qualified Mental Health Professionals a person in the human services field who is trained and experienced in providing psychiatric or mental health services to individuals who have a mental illness.
- WVRJ - means Western Virginia Regional Jail.
- Services - Health services provided by the Contractor to Inmates pursuant to this Contract.
- Service Commencement Date - means the first day that the Contractor begins delivering Comprehensive Inmate Health and Mental Health Services 2024-055
- Space - Space at the Facility designated by WVRJ for use by the Contractor in rendering Services.
- Standards - means all applicable federal, state and local laws, rules, codes, regulations, Court Orders and ACA and NCCHC Standards, as any of the same may be supplemented or amended and those rules, regulations, policies, procedures and ordinances reasonably made applicable to Contractor by. If any of the Operating Standards are in conflict with each other or with this RFP, the more stringent shall apply, as reasonably determined by WVRJ.
- Staffing Shortfall - A vacancy of any Personnel position, other than Category I positions, at the Facility for a period of more than thirty (30) days.
- Variance - The difference between the hours required for a position at the Facility and the actual hours worked (plus benefit hours, if applicable) reported for that position at the Facility

2. GENERAL INFORMATION

This request for proposal is designed to solicit proposals from qualified firms for providing Healthcare Services for Inmates of the Western Virginia Regional Jail, located at 5885 West River Rd Salem, VA 24153. The average daily population (ADP) for the fiscal year of 2023 was 596 The ADP of WVRJ may increase to over 650.

Firms responding to this RFP must have a proven and verifiable record of providing Comprehensive Inmate Health and Mental Health Services or Pharmaceutical Services with a comparable size agency and scope of operations.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP, and respond to each requirement in the format prescribed. Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered. In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

This RFP does not commit WVRJ to award a contract. WVRJ reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of WVRJ, revisions or amendments will require substantive changes in proposals, the due date may be extended.

WVRJ reserves the right to expand services should additional funds become available during the contract term. Expansion of current services to provide enhanced programming or to meet the need

of an increased population may be requested by WVRJ, based upon the availability of supplemental or expanded funding or grants. WVRJ reserves the right to reduce the scope of services during the contract term.

Any information contained herein is provided as an estimate of volume based on past history. This data is provided for the general information of Offerors and is not guaranteed to be relied upon for future volume levels.

The company submitting a proposal shall bear the expense of the preparation of the proposal in response to this RFP. WVRJ is not responsible for any costs associated with the Contractor's development of the response proposal.

WVRJ may entertain alternative proposals submitted by any or all Contractors but the primary response must correspond directly to the immediate requirements of the RFP.

3. PROPOSAL FORMAT

Proposals shall be in the format described below and must include the following:

3.1. Section One - General Information about the Contractor

Provide general information about the company including background, experience, organizational structure, general product descriptions, etc. At a minimum, Section One shall include:

- Letter of Transmittal

Prepare a brief letter which provides the following information:

- Name and address of the Offeror
- Name, title and telephone number of the contact person for the Offeror.
- A statement that the proposal is in response to the Comprehensive Inmate Health and Mental Health Services Request for Proposal.
- A statement acknowledging and accepting the terms and conditions of this Comprehensive Inmate Health and Mental Health Services Request for Proposal.
- The signature, typed name, and title of an individual who is authorized to commit the Offeror to this proposal. The contents of the successful proposal shall become a contractual obligation if a contract ensues.

3.1.1. Executive Summary

Highlight the contents of the technical proposal and provide evaluators with a broad understanding of the Offeror's technical approach and the Offeror's ability to fulfill all requirements and comply with the terms and conditions of the RFP and ensuing contract.

3.1.2. Offeror's Organization and Staffing

This section shall include identification of the staff members of the project team, their duties and responsibilities and their background and experience.

3.1.3. Documented Experience

The Offeror must describe the Offeror's background and experience to demonstrate the Offeror's ability to operate a Comprehensive Inmate Health and Mental Health Services or Pharmaceutical Services as described in the HealthCare Services for the Inmates of the Western Virginia Regional Jail RFP.

3.2. Section Two - Current and Previous Contracts

Provide information about the company's current and previous contracts or business, legal actions against the company, and audited financial statements. As a minimum, Section Two shall include:

3.2.1. Current Contracts or Business

List facility name, city, state, and type of correctional institutions (jail or prison) where Offeror is providing Comprehensive Inmate Health and Mental Health Services and the length of time that each contract has been in effect.

3.2.2. Previous Contracts or Business

List facility name, city, state, and type of correctional institutions (jail or prison) where Offeror has terminated Comprehensive Inmate Health and Mental Health Services, or been out-bid in the past 24 months. For each contract specify the contract start date and reason for termination.

3.2.3. Legal Action

Include disclosure of any legal action pending or settled against the company or corporate principals within the company within the past 48 months.

3.2.4. Audited Financial Statements

Provide audited financial statements for the most recent fiscal year and previous year to support the Offeror's financial capability to undertake and complete the performance of the contract. If the company is a subsidiary or division of a corporation, the relationship of the Offeror must be clearly delineated in the proposal.

3.3. Section Three - Offeror's Work Plan

Describe in detail the Offeror's work plan and proposal for satisfying all RFP requirements. At a minimum, Section Three shall include:

3.3.1. Offeror's Work Plan Services.

- Actions the Offeror will take to start up and provide ongoing Comprehensive Inmate Health and Mental Health Services for Western Virginia Regional Jail. The work plan shall include a detailed project schedule identifying all tasks to be accomplished, the Offeror's approach to task accomplishment, and a timeline for completion of tasks and implementation of Comprehensive Inmate Health and Mental Health Services.
- Procedures for dealing with staff/inmate complaints and methods for minimizing the potential for inmate litigation regarding contractual related issues.

3.4. Section Four - Exceptions and Deviations

Provide a statement expressing the Contractor's understanding and willingness to comply with all provisions of the RFP. If there are provisions of the RFP that the Contractor is unwilling or unable to comply with, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the reason for non-compliance. If there are provisions of the RFP that the Contractor would like to propose an alternative solution, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the alternative solution.

3.5. Section Five - Technology Enhancements and Other Services

Offeror may use this section to describe technology enhancements, software applications, other services, etc. that are available through or recommended by the Offeror.

3.6. Offeror Notification

The successful Offeror submitting proposals shall be notified in writing within one hundred and twenty (120) days or less after the date specified for receipt of proposal 2024-055

3.7. Evaluation and Selection

Evaluation and selection of an Offeror will be based on the evaluation factors published in the request for proposal and all information developed in the selection process to this point. WVRJ shall select in the order of preference two or more offeror's whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to WVRJ can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and condition acceptable to WVRJ, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be

formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the forgoing, if the terms and conditions for multiple awards are included in the Request for Proposal, WVRJ may award contracts to more than one offeror.

WVRJ reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of WVRJ. WVRJ also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves WVRJ's best interest. Proposal award will be based on compliance with mandatory items and evaluation of desirable items indicated throughout this specification. Complete and accurate responses to all items are necessary for fair evaluation of proposals. WVRJ will consider any other factors that are in WVRJ's best interest.

4. OFFEROR PARTICIPANT CONSIDERATIONS

Contractor Qualifications

To qualify for this contract, the Contractor should:

- Demonstrate the Contractor has experience providing Comprehensive Inmate Health and Mental Health Services with an average daily inmate population of 700 or more for five years.
- Demonstrate the Contractor's ability to achieve and maintain accreditation through NCCHC, and ACA in jails with an average daily inmate population of 700 or more if bidding on Healthcare Services.
- Demonstrate financial stability.
- Demonstrate that the Contractor has the corporate staffing and organizational structure required to support the contract.

4.1. Organizational Structure of Contractor

The company is required to provide an overview of the firm's size, corporate staffing organizational structure and format, including a detailed explanation of services presently provided by the firm and related core competencies. The Contractor must also indicate the specific firm strengths that are most compatible with WVRJ's RFP objectives of the Contractor.

4.1.1. Organizational Charts

A table of organization/organizational chart must be submitted in the proposal to include the corporate hierarchy to the level of owner/board of directors, although names for board members are not necessary. Both position titles and names of each incumbent must be included with the reporting structure clearly identified. The tables of organization should relate to the lowest level being the on-site format for reporting and lines of command. This may require the submission of multiple organizational charts.

4.1.2. Resume Information

Each company must provide resume information on all senior management staff within the corporation, minimally including the President and Chief Executive Officer, Chief Operating Officer, Chief Financial Officer and Chief Medical Officer or Medical Director, including information relating to their role with the firm, education, number of years with the company, related work experience, professional association memberships and all state licenses and registrations held by such personnel. Additionally for contractors bidding on the Healthcare Services the proposal must contain the resumes of the key on-site management team potentially identified for the contract including the Medical Director, Psychiatrist, Health Service Administrator, Director of Nursing, Mental Health Director, Dentist and Nurse Practitioner.

4.2. Experience, Client List and References

4.2.1. Geographic Scope

The Contractor must identify the geographic scope of the firm, whether local, within regional, national or international. If the company is not local, it must identify the location of the closest office designated to provide project support, supervision and oversight. Contractor must provide details regarding off-site (from WVRJ) resources dedicated to this contract and indicate percentage of time committed exclusively to this project.

4.2.2. Client List

Each responder must submit a detailed list of all projects and clients for the last five years. The client list must include both current and former contracts and include appropriate contact person names and title, agency (city, state, federal, etc.), location with address and telephone number as well as facsimile number and e-mail address (if in existence). Each contract must be identified as current or former and if a prior contract, why the contract was lost, when and to whom. Locations must be included where services were provided even if no executed agreement was ever reached. The Contractor must also specifically disclose any contracts with jails or prisons that the Contractor has terminated prior to the normal contract expiration date. Failure to disclose such terminations may be grounds for WVRJ to reject the proposal and eliminate it from further consideration.

4.2.3. Client References

Each submission must include a list of five client references providing information described in Exhibit 2 – Client References. Three of the references must be from contracts with jails with average daily inmate population greater than 700. Contracts with reference jails must have been in effect for at least one year and all of the references must be from current contracts. This information must be provided or the submission may be disqualified.

4.3. **Litigation and Claims History and Experience (Healthcare Services only)**

Each company must submit a listing of all legal claims closed and pending relating to inmate health services, problems or disputes over the firm's performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, malpractice, civil rights – individual versus class action, etc. Cases should be separated by type of litigation, i.e. state tort malpractice, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform. Firms must provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to the prime Contractor. The Contractor must also specifically disclose any jails, prisons, counties or states operating a jail or prison that the Contractor has sued. Failure to disclose such terminations may be grounds for WVRJ to reject the proposal and eliminate it from further consideration.

4.4. **Confidentiality**

All materials and information provided by WVRJ or acquired by the Contractor on behalf of WVRJ shall be regarded as confidential information and handled in accordance with Federal and State Law, and ethical standards. The Contractor must ensure that HIPPA standards will be adhered to.

4.5. **Contractor Contact – Proposal and Contract**

Each company must designate one central contact person for the duration of the proposal process and additionally for the start-up transition and term of the contract. It is expected that the central contact person will remain intact throughout the proposal and evaluation process including contract negotiation and then overlap with the contact identified for implementation and operation of the contract. WVRJ must approve any substitution of this individual during the duration of this contract. The replacement must have credentials similar

to the person s/he is replacing and WVRJ will be the sole judge of the adequacy of the replacement.

The central contract person identified for the implementation and ongoing operation should be the Health Service Administrator. This person is expected to be the overall on-site Project Manager, who will be responsible for overseeing all aspects of health services, reports, presentations, etc., and all work performed under this contract.

The contact person identified by the company must be available via cellular phone. At the initiation of the contract, the contact person must be available around the clock on an ongoing basis.

4.6. **Corporate Stability and Financial Strength/Depth**

WVRJ will evaluate proposals on the basis of the Contractor's financial stability and the Contractor's capacity to undertake and sufficiently support the project. Each proposal must include a copy of the most recent independent financial audit and accompanying financial statements of the Contractor to establish sound financial condition and sufficient backing for depth of support to a contract of this size and complexity with multiple locations. If financial issues exist for the corporation, whether publicly traded or privately held, they must be clearly identified and a plan of corrective action submitted as well to demonstrate appropriate initiatives to address the financial concerns. An unsatisfactory ranking with regard to financial issues may be grounds for WVRJ to reject the proposal and eliminate it from further consideration.

5. **SCOPE OF SERVICES**

The purpose of this total health system network is to provide quality health care including mental health services, as they relate to Virginia laws, in order to help facilitate quality preventive care and education, early identification and intervention, and treatment.

WVRJ houses male, female and US Marshall inmates.

5.1. **Background Information**

WVRJ's current medical department includes: management, medical services/physicians, nursing, mental health, dental, pharmacy, medical records, lab, x-ray, on-site routine and specialty services, and medical/dental/office supplies and services in accordance with the American Correctional Association (ACA), NCCHC, and Virginia law.

5.1.1. Main Facility

- WVRJ is located at 5885 West River Road in Salem, VA. WVRJ was opened in 2009 with a rated capacity of 605 but a total of 1025 beds available.
- The average daily inmate population of WVRJ during fiscal year 2023 was 596. The ADP of WVRJ may increase to over 650.

5.2. **Medical Unit**

Medical Treatment Area includes:

- Inmate Waiting Area
- Emergency Treatment Room
- Inmate toilet
- Clinic Office
- Dental Clinic
- Dental Office with Lab
- Medication/Pharmaceutical Storage Room
- Medical Records area – work area with staff toilet, mop closet, oxygen/cpap storage room, general supply storage room
- Lab
- Therapy room
- 4 exam rooms

- 4 Medical Offices
- Medical/Clerical workstations
- Staff Break room.
- Conference Room
- Negative pressure rooms
- Intake exam room with inmate toilet

5.3. **Statistics**

An overview of statistical data for primary medical services will be given out at the mandatory pre-bid conference. Offerors shall verify data wherever possible and ask for any other information needed to prepare their response to the RFP.

6. **GENERAL REQUIREMENTS**

6.1. **Accreditation**

6.1.1. National Commission on Correctional Health Care (NCCHC)

The Contractor may be required to obtain NCCHC accreditation during the initial term of the contract. The cost of NCCHC accreditation shall be borne by the Contractor.

It is the responsibility of the WVRJ healthcare Contractor to maintain the programmatic standards required for continued NCCHC accreditation. A penalty of \$10,000.00 per month may be assessed by WVRJ for failure to achieve and maintain accreditation, or being placed on probation by the NCCHC.

As part of the client references required in this RFP, Contractors must reveal instances in which accreditation was lost, or the healthcare program was placed on probation by the NCCHC, at sites where the Contractor was providing healthcare services. In such cases, Contractors must also provide details of the corrective action plan that was initiated, if any, in response to accreditation loss/probation.

Future changes to NCCHC accreditation standards shall not give cause for the Contractor to seek an increase in cost charged to WVRJ for health care services provided under the terms of this contract.

6.1.2. American Corrections Association (ACA)

WVRJ is currently American Corrections Association accredited at the time of this RFP.

The Contractor is required to assist WVRJ in maintaining the ACA accreditation throughout the life of the contract.

It is the responsibility of the WVRJ healthcare Contractor to maintain the programmatic standards required for continued ACA accreditation. A penalty of \$10,000.00 per month may be assessed by WVRJ for failure to maintain accreditation, or being placed on probation by the ACA.

As part of the client references required in this RFP, Contractors must reveal instances in which accreditation was lost, or the healthcare program was placed on probation by the ACA, at sites where the Contractor was providing healthcare services. In such cases, Contractors must also provide details of the corrective action plan that was initiated, if any, in response to accreditation loss/probation.

Future changes to ACA accreditation standards shall not give cause for the Contractor to seek an increase in cost charged to WVRJ for health care services provided under the terms of this contract.

6.1.3. Virginia Department of Corrections (VADOC)

WVRJ is currently Virginia Department of Corrections Certified at the time of this RFP.

The Contractor is required to assist WVRJ in maintaining the VADOC certification throughout the life of the contract.

It is the responsibility of the WVRJ healthcare Contractor to maintain the programmatic standards required for continued VADOC certification. A penalty of \$10,000.00 per

month may be assessed by WVRJ for failure to be in compliance with VADOC standards at the time of the annual unannounced site verification visit. In such cases, Contractor must provide a detailed corrective action plan to correct the deficiency. The penalty will continue to be applied until VADOC determines the facility meets the relevant standards.

Future changes to VADOC certification standards shall not give cause for the Contractor to seek an increase in cost charged to WVRJ for health care services provided under the terms of this contract.

6.2. Transition Implementation Plan

The quality, breadth and depth of the Transition Implementation Plan are critical to the success of the contract start-up and the conversion from current provider.

Each Contractor must submit a comprehensive Transition Implementation Plan to describe activities during the thirty (30) days prior to the initiation of on-site serves in preparation for the start-up and for the first sixty (60) days of the contract implementation to ensure uninterrupted service delivery and continuity of care. The Plan must be approved by WVRJ.

The Plan must address key aspects that are critical to the success of the transition such as: plans for external recruitment, interviewing and hiring; staffing coverage with sufficient Virginia-licensed personnel; retention of current personnel as well as independent contractors; negotiation and execution of subcontractor agreements; development of facility policy and procedure, forms and manuals as well as site-specific job descriptions; continuity of pharmacy services and operations; availability of medical, dental and office supplies as well as related equipment; provider, hospital and specialty network development; start-up of personnel tracking/time and attendance monitoring to ensure timeliness of reports; computer hardware and software, any electronic medical record initiatives, compatibility with WVRJ records management systems, or any other programs or services unique to the Contractor.

6.3. Paybacks and Credits

There are a number of paybacks and credits established within this RFP to protect WVRJ and to ensure that contracted hours are provided according to the tables submitted with the proposal. The intent of the paybacks and credits is to retrieve dollars for WVRJ, from the Contractor, that were not paid out to employees or independent contractors because hours were not provided according to the agreement as stipulated by the Contractor in the plan with the bid.

6.3.1. Key Personnel

The term "Key Personnel includes the Health Services Administrator, Medical Director, Director of Nursing, Director of Behavioral Health, Advanced Registered Nurse Practitioners, Psychiatrist, Psychiatric Advanced Registered Nurse Practitioner, and Dentist. All Key Personnel shall be physically on-site during the hours indicated within Exhibit 3 or the Applicable Staffing Matrix. Key Personnel in full-time equivalency (FTE) positions scheduled to work 40 hours or more hours per week) shall be full time employees of the Contractor unless PRN, staffing pool or third-party staffing personnel are required to fulfil a vacancy, subject to the provisions below.

Required Hours and Pay: Actual hours worked by each position under the resulting Agreement must meet or exceed the hours set forth in Exhibit 3 or the applicable

Staffing Matrix. Pay rates shall meet or exceed the pay rates of the current staff or the agreed upon pay rates for each respective position. These agreed upon rates will become Exhibit 3A in the final negotiated terms. If hours are not filled, a payback in the form of an invoice credit shall be issued to WVRJ pursuant to the provisions below.

6.3.2. Key Personnel Vacancy and Payback

When a Key Personnel Position is unfilled for more than 40 hours work time in one month (or, if the position is scheduled less than 40 hours per week, the equivalent of one-week scheduled hours), Contractor shall reimburse WVRJ in the form of a payback. A payback shall be in the form of an invoice credit at the Fully Loaded Rate, as set forth in the agreed upon rates for each position for all work hours not filled for the month. The format of the invoice credit document is to be pre-approved by WVRJ. This provision is intended to allow Key Personnel to use paid time off (PTO) or sick time up to the specified number of hours without requiring Contractor payback. If no PTO or sick time is available to fill the hours, payback is required. If a Key Personnel position is vacant, payback is required. Although Contractor shall ensure coverage responsibilities associated with any/all vacant or unfilled positions, WVRJ does not consider a position filled via use of another employee providing temporary coverage to the position or conducting duties associated with the vacant position. If a Key Personnel Position is vacant for more than 90 days, an additional penalty of \$5,000 per month shall be applied in addition to the payback.

6.3.3 Other Vacancy and Payback

Contractor may utilize PRN staffing, current staff member(s), overtime staffing, internal pool staffing, or a third-party staffing agency, to fulfill the needs of any vacant position or any positions that is temporarily vacant. In the event a more qualified individual is used to fill a lower-level position, with Permission of WVRJ, Contractor shall bill at the established rate for the lower-level position. Contractor shall reimburse WVRJ at an amount equal to the Fully Loaded Rate, as set forth in Exhibit 3A in the final negotiated terms for and to the number of total unfilled hours for the applicable month(s). Reimbursement shall be in the form of an invoice credit. The format of the invoice credit document is to be pre-approved by WVRJ.

6.3.4 PRN, Internal Staffing Pool, Third Party Staffing

Except for Key Personnel, Provider may fill positions with personnel who meet the requirements of the resulting Agreement, from an internal staffing pool or a third-party staffing agency. However, full time equivalency (FTE) positions shall not be staffed with internal pool or third-party staffing agency personnel for more than sixty (60) consecutive days without the written approval of WVRJ. If a position remains filled by such personnel for more than sixty (60) days without such approval, any additional hours over the 60th day will be considered unfilled and subject to payback pursuant to provisions above.

6.3.5 CAP on Total PRN/Staffing Pool Use

Contractor may not fill more than 20% of required hours per month with per diem or temporary staff (which includes PRN staff/personnel from internal or third-party staffing pools). If more than 20% of the total hours for all staff within Exhibit 3, or the Agreed upon Staffing Matrix is filled with per diem staff, there shall be assessed a \$1,500 penalty due to WVRJ for that month, which shall be paid in the form of an invoice credit. The format of the invoice credit document is to be pre-approved by WVRJ.

6.4. **Liquidated Damages and Penalties**

Given the nature of the services being provided – medical care to a large number of incarcerated individuals on a daily basis, and the inherent difficulties in preventing loss to WVRJ or otherwise obtaining an adequate remedy for a contractor breach, any agreement entered into under this RFP will include a liquidated damages provision as set out below. By submitting a proposal, the offeror agrees that such liquidated damages provision is reasonable and appropriate. The goal of WVRJ is not to impose liquidated damages, but instead to ensure that the Contractor delivers the required services. WVRJ does not budget or project liquidated damages in its operational planning, and no liquidated damages would be owed if the offeror remains in compliance with the contract terms and conditions.

6.4.1. Waivers (Associated with Liquidated Damages/Penalties)

The Contractor may appeal any assessment of liquidated damages or penalties to the Superintendent. The Superintendent retains the sole and final authority to grant, suspend or deny the Contractor's request for a waiver based on the quality of the argument and documentation provided. The Superintendent may waive the penalty in whole or in part or may delay assessment of the penalty.

Paybacks or credit may not be appealed to any level and will be taken according to the RFP requirements based on information and documentation provided by the Contractor to WVRJ.

6.4.2 Performance Penalties

WVRJ may assess penalties of \$100.00 for each of the following:

- 14 day Health Assessment
- 15 day Restricted Housing Assessment that is not completed within the required time
- Receiving screening that is not completed within four (4) hours of the inmate being booked into the facility.
- Annual H&P
- Annual Dental Exam
- Sick call not being triaged face to face within 24 hours
- Mental Health evaluations not completed within 14 days

6.5. **Staffing and Personnel**

The Contractor shall provide health services staff in a professionally acceptable manner. Staff shall be qualified, adequately trained, and demonstrate competency in their assigned duties.¹ Qualified health care staff shall be on duty 24 hours a day, seven days a week.²

6.5.1. Staffing Plan

The Contractor shall submit a detailed staffing plan/table that includes titles, hours scheduled (full-time or part-time), shifts, days of the week, facility location, etc. to demonstrate appropriate clinical coverage throughout the facilities. These staffing tables shall show staffing levels with regard to the types and number of health and mental health professionals by discipline, by shift and day of the week. Staffing levels shall adequately reflect the size of the institution's intake screenings conducted annually, transfer summaries completed, and the comprehensive scope of services available on-site. Full-time work shall consist of a 40-hour work period, excluding the lunch period, with a 5-day workweek. Any schedule for full-time to be scheduled fewer than 5 days per week will require the advance approval of WVRJ, e.g. a 4-day work week of 10 hours per day. The staffing may reflect a mix of physician and physician extender staff including mid-level providers/physician assistants for medical hours exceeding 40 per week.

6.5.2. Staff

- Medical Director

The Contractor's Medical Director is a singularly designated, on-site physician, with responsibility for assuring the appropriateness and adequacy of inmate health care. The proposal shall address what the Medical Director's responsibilities will be regarding the overall medical management of inmates. The proposal shall also address what part of on-site time provided by the Medical Director will be committed to administrative duties, direct-care, and involvement in quality assurance. The current Medical Director is on-site 18 hours per week, with on-call responsibilities when not on-site.

The Medical Director shall be licensed in the Commonwealth of Virginia and that license shall be in good standing. DEA licensure shall be current and in good standing as well. The Medical Director shall be Board Certified or Board Eligible in one of the following specialty physician fields: family practice, internal medicine, emergency medicine, or preventive medicine. Preferable to have Medical Director be waived to prescribe Buprenorphine, Suboxone, Sublocade and Vivitrol for medication assistance therapy.

Provisions of Treatment - Clinical decisions are the sole province of the responsible clinician and are not countermanded by non-clinicians.³

- Physicians

The Medical Director and Chief Psychiatrist shall be board certified or board eligible. Staff physicians and psychiatrists shall be board eligible or at least have completed an approved residency program. Physicians contracted to provide on-site specialty and subspecialty services shall be board certified in their respective areas of expertise or must obtain a waiver of this requirement by the Medical Director to the Superintendent or designee.

- Health Care Administrator

The Contractor's Health Services Administrator is a full-time, on-site health care administrator who shall have the general responsibility for successful delivery of

¹ ACA – 4-ALDF-4D

² ACA – 4-ALDF-4D-04

³ ACA – 4-ALDF-4D-02

health care pursuant to the contract. The proposal shall address what the Health Services Administrator's responsibilities will be regarding staffing, recruitment, in-service training, policy and procedure development and quality assurance program. The Contractor shall indicate the qualifications of, as well as the range and scope of the responsibilities and activities of this position.

The Health Services Administrator shall hold at least a baccalaureate degree in a health-related field such as public health, public administration, business administration, hospital administration, nursing, etc.; or possess education and experience which demonstrates competence and success in administering a complex organization, managing numbers of personnel comparable to the WVRJ health services program, complying with accreditation standards, and displaying a commitment to continuous quality improvement, particularly in a healthcare related environment. A master's degree and correctional experience are preferred.

- **Medical Personnel**

The Contractor shall provide qualified health care personnel to include Certified Health Assistants, LPN's, RN's, Physicians, Dentist, Dental Assistant, and Psychiatrist whose duties and responsibilities are governed by job descriptions that include qualifications and specific duties and responsibilities. Job descriptions shall be kept on file in the facility and are approved by the health authority. The contractor shall insure that all personnel be licensed, certified or registered to the extent required by the Commonwealth of Virginia and as necessary for the contractor to fulfill its obligations under this contract. The Physicians, Dentist, and Psychiatrist shall be Board Certified or Board Eligible.

- **Clerical Staff**

The Contractor shall provide sufficient clerical staff to support the medical contract and manage medical records

- **Temporary Personnel**

Agency PRN or temporary personnel such as nursing, medical records, clerical or other staffing is highly discouraged due to the turnover of this staff. However, should such temporary staff be assigned to these sites on a recurring basis, agency staff is an acceptable alternative. The preference of WVRJ is to maintain a full-time, part-time and PRN staff that are committed to these facilities. Should the use of temporary agency personnel negatively impact on-site continuity of operations, WVRJ reserves the right to give the Contractor a cure period of 30 days to reduce the use of agency personnel to an acceptable level, as established by the Superintendent or designee, based on needed staffing and coverage. Failure to meet the requirements by the Contractor may result in a penalty of \$1000 per occurrence.

- **Use of Students and/or Interns**

Any students, interns, or residents providing health care in the facility, as part of a formal training program, shall work under staff supervision commensurate with their level of training. There shall be a written agreement between the Contractor and training and education facility that covers the scope of the work, length of agreement, and any legal liability issues. Students and interns shall agree in writing to abide by all facility policies, including those related to security and confidentiality of information.⁴

⁴ ACA – 4-ALDF-4D-10

These individuals must meet security clearance requirements and receive one day of orientation prior to initiating services. Health services staff shall provide supervision of such trainees and the Contractor may not include these individuals as an offset to staffing absences, hours lost or vacancies. Supervision of trainees may vary upon the profession and may require direct observation and sign-off of all work performed, if any. These categories of personnel must have liability protection equivalent to that of the Contractor or they may not participate in programming on-site.

- Inmate Assistants
The Contractor shall not use inmates to assist with health care, perform familial duties, or interpret for other inmates.⁵

6.6. Credentialing

The Contractor shall ensure that all health and mental health professionals are fully credentialed and appropriately licensed/certified/registered according to state and federal laws and regulations. The credentialing process shall include physicians, dentists, psychiatrists, mid-level providers/physician assistants, psychologists, and social workers if applicable. Primary source verification shall be completed and the credentials file shall include documentation regarding employment history, state licensure/renewal, DEA registration, ACLS certification (or BCLS/CPR/AED), evidence of malpractice coverage, medical school training, internship, residency, foreign medical graduate verification, and board eligibility/certification through the American Board of Medical Specialties (ABMS). Contractor shall ensure that the National Practitioner Data Bank is checked for each physician candidate and that the Virginia-licensing agency has no findings or censure against the individual. Credentials files shall be complete within 90 days of hire or contract on-site and temporary credentials prior to that time shall minimally include licensure and DEA information as well as evidence of current malpractice insurance. These files are subject to review and inspection by WVRJ upon request and become the property of WVRJ upon contract termination.⁶

6.6.1. Physician Qualifications

The Medical Director and Chief Psychiatrist shall be board certified or board eligible. Staff physicians and psychiatrists shall be board eligible or at least have completed an approved residency program. Physicians contracted to provide on-site specialty and subspecialty services shall be board certified in their respective areas of expertise or must obtain a waiver of this requirement by the Medical Director to the Superintendent or designee.

6.6.2. Formal Complaints

Any complaints against an individual license or to a field medical board shall be reported immediately to WVRJ. Only individuals whose license and board is in good standing shall be considered. Individuals, whose license is under disciplinary action of any kind, probation or suspension, or has a complaint filed with their medical board, shall not be acceptable. Physician admitting privileges at local hospitals shall also be investigated to ensure good standing. It is preferable that the Medical Director has staff privileges in at least one local hospital in the area.

6.6.3. Proficiency Testing and Competencies

While nurses and psychiatric social workers will not complete a full credentialing process, licenses shall be verified and any disciplinary action delineated. Nurses shall complete a proficiency inventory and be able to demonstrate appropriate techniques in phlebotomy, IV management, and other appropriate practices.

⁵ ACA – 4-ALDF-4D-11

⁶ Satisfies ACA – 4-ALDF-4D-05

6.6.4. Personnel Qualifications

The Contractor shall provide qualified health care personnel whose duties and responsibilities are governed by job descriptions that include qualifications and specific duties and responsibilities. Job descriptions shall be kept on file in the facility and are approved by the health authority. If inmates are treated at the facility by health care personnel other than a licensed provider, the care is provided pursuant to written standing or direct orders by personnel authorized by law to give such orders.⁷

6.7. **Approval**

Initial appointment of, and future changes in, the positions of Health Services Administrator, Medical Director, Director of Nursing and Psychiatrist or Mental Health Director must have the prior approval of the Superintendent. Proposed individuals should be identified and their resumes submitted with this proposal.

The Contractor shall submit the resumes of the proposed Health Service Administrator, Medical Director, Director of Nursing and Psychiatrist or Director of Mental Health with the response to this RFP. Each candidate is subject to review and approval of WVRJ. The Contractor shall update resumes throughout the contract if these personnel turn over.

6.8. **Job Descriptions**

The Contractor shall establish written job descriptions that are specific and unique to the WVRJ within 90 days of start-up. Initial start-up may include more generic job descriptions; however, these job descriptions shall be modified as appropriate to be specific to WVRJ facilities. These job descriptions shall be approved by the Health Service Administrator and Medical Director as well as WVRJ. These job descriptions shall be reviewed at least annually with documentation of the review maintained.

In addition to job descriptions, the Contractor shall establish post orders for nursing staff and mental health professionals to adequately document detailed assignment expectations per shift per task(s) assigned. These post orders shall be in place within the first 90 days of the Contract.

6.9. **Personnel Files**

Personnel files (or copies thereof) of contractor employees assigned to WVRJ shall be maintained at WVRJ and shall be available to the Project Manager for review.

6.10. **Staff Signature File**

The medical records department shall maintain a signature file for all individuals making clinical notations in the medical record. This file shall contain the individual's name, full legal title (profession), licensure, credentials, signature and initials. If computer entries are utilized for order entry, the system shall ensure security of individual passwords and entry verification/authentication.

6.11. **Dress Code**

The Contractor shall establish and enforce a dress code for all health and mental health staff, uniformed and those in civilian clothing, which is consistent with the requirements of WVRJ and appropriate to a correctional environment with regard to safety issues as well as appearance.

6.12. **Personnel Security Requirements**

The Contractor shall ensure contractor employees including employees of its subcontractors and agents cooperate and comply with WVRJ security criminal history checks and clearances, substance abuse screening, photo identification, vehicle registration procedures, and searches of their person and possessions while on or in WVRJ property.

6.12.1. Criminal History Check

⁷ ACA – 4-ALDF-4D-03

- Contractor employees shall be subject to criminal history check.
- Each contractor employee shall complete and sign a release authorizing the correctional staff to conduct a criminal history check.
- Contractor employees shall not be permitted to work pending results of criminal history check.
- The Contractor shall replace employee(s) whose criminal history check indicates the employee(s) may be a risk to the as determined by the correctional staff.

6.12.2. Substance Abuse Screening

Contractor employees shall be subject to substance abuse screening.

The Contractor will arrange pre-employment substance abuse screening of new employees which must be completed and results received before the new employee may start work at WVRJ. The results of pre-employment substance abuse screening will be reported to the Project Manager.

At the direction of the Contractor, contractor employees may be subject to submit to random or "for cause" substance screening. The Contractor will be responsible for random selection of Contractor employees for substance abuse screening.

The Contractor shall bear the cost of pre-employment and random or "for cause" substance abuse screening of contractor employees.

6.12.3. Photo Identification

- Contractor employees shall be issued photo identification badges provided by WVRJ staff.
- Contractor employees shall wear the photo identification badges prominently displayed on the outer layer of clothing at all times while inside WVRJ facilities.
- The Contractor shall be accountable for all photo identification badges and key cards issued to contractor employees. The Contractor shall retrieve and return to WVRJ, photo identification badges and key cards of persons who are no longer in the Contractor's employ.
- WVRJ will issue the first identification badge to the Contractor employees at no charge. Contractor employees who lose or damage their identification badge may be assessed a \$10.00 fee for replacement identification badges.

6.12.4. Searches

Contractor employees shall submit to searches of their person and possessions including their vehicle while on or in WVRJ property. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

6.12.5. Access to Facilities

Although the Contractor has authority for all hiring and termination, WVRJ may deny access to individuals that could be a threat to the good order and security of the facility or on the basis of security violations as deemed by the Superintendent. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore. WVRJ will communicate promptly with the Contractor regarding any such situations and provide a written summary of the investigation to the Health Service Administrator. Contractor employees, independent contractors and subcontractors shall cooperate with WVRJ in any investigation involving inmate or staff conduct.

6.13. **Training For Health Services Personnel**

All training required under the terms of the contract shall apply to coverage hours and shall not be billed separately.

6.13.1. Jail Orientation

The Contractor shall ensure that all health and mental health service professionals attend WVRJ's orientation program as required by the Superintendent. Jail orientation is designed to provide a basic familiarization with aspects of security unique to the correctional environment such as report writing, fraternization, tool control, key control, sharps management, controlled medication management, "games criminals play," etc.

6.13.2. Health Unit Orientation

It is the responsibility of the Contractor to ensure that all health and mental health staff, whether PRN, part-time or full-time, independent contractors and subcontractors receive orientation by the Contractor to the health care operation within the facilities.

6.13.3. Continuing Education

The Contractor shall ensure staff satisfies continuing education requirements meeting NCCHC, ACA and State licensing/certification requirements.

6.13.4. CPR Certification and AED

All health and mental health direct care providers shall be certified in CPR to include use of the AED equipment. Certification shall be annual or may be biannual depending upon the agency utilized to provide formal certification. The Medical Director should be currently certified in Advanced Cardiac Life Support (ACLS) while other staff shall be current in Basic Cardiac Life Support (BCLS).

6.13.5. Training Records

The Contractor shall maintain a current and comprehensive training record for all employees, independent contractors and subcontractors. This training record shall include the staff member's name, title/licensure, whether full-time or part-time, and course title, hours of class time, and date of training. The Contractor shall provide to the Superintendent or designee a monthly report regarding the status of training and training hours completed by all contract staff.

6.13.6. Training Reference Library

The Contractor shall provide a reference library on-site at the WVRJ with sufficient reference materials for both health and mental health professionals. The reference library shall also include professional standards of the NCCHC and ACA as well as minutes of health related meetings, quality improvement documents, and WVRJ policies and procedures. This library area shall be accessible to all Contractor staff on all shifts.

6.13.7. Annual Training

The Contractor shall provide mandatory training annually for all medical staff in the following:

- Substance Abuse, Addition and Withdrawal Protocol
- Emergency Medical Response
- Review and Implementation of Policies and Procedures

6.14. **License/Certification**

The Contractor shall provide to the Project Manager upon request proof of current active licenses and/or certificates for all physicians, nurse practitioners, physician assistants, nurses, and other employees, if applicable.

6.15. **Physical Security Requirements**

The Contractor shall develop procedures to ensure facilities, supplies, furnishings, and equipment entrusted to the Contractor are not abused or misused, are properly maintained, and are secure at all times.

6.15.1. Area Security

The Contractor shall establish procedures to ensure offices, examination rooms; storage areas, etc. are locked and secured when not occupied by Contractor employees. Under no circumstances shall the Contractor allow inmate(s) to remain alone, unattended, and/or unsupervised in any examination room, treatment room, office, hallway, or storage area.

6.15.2. Key Control

The Contractor shall comply with WVRJ policies related to security and key control procedures.

6.15.3. Contraband

The Contractor shall establish procedures to ensure contractor employees understand which items constitute contraband and that contractor employees do not introduce contraband into the Correctional Facilities.

The Contractor shall not give medications (except those administered at medication pass or sick call in the presence of correctional staff and medications consumed in the presence of qualified medical staff) and/or medical supplies directly to any inmate.

6.15.4. Personal Security

The Contractor shall develop procedures, consistent with WVRJ policies, to ensure the safety and well-being of contractor personnel while providing services under the terms of the contract.

6.15.5. Security Code Call Names

The Contractor shall establish procedures to ensure contractor personnel understand security code call names and comply with regulations and procedures that govern their use.

6.15.6. Inmate Security

The Contractor shall establish procedures to ensure contractor personnel are familiar and comply with WVRJ security procedures pertaining to inmate control and security. In addition, the Contractor shall:

- Inform the Project Manager, in writing, any time a personal friend or relative of any contractor employee is confined to WVRJ.
- Ensure contractor employees do not fraternize or grant special favors for any inmate confined to WVRJ.
- Ensure contractor personnel do not provide to any inmate, information regarding any other inmate confined to WVRJ.
- Ensure contractor personnel do not provide to any inmate, information regarding dates, times, location, etc., of in-house or outside medical appointments.

7. MEDICAL SERVICES

7.1. **Role of the Vendor**

The Contractor shall provide comprehensive health and mental health services to the inmate population of WVRJ. These services shall consist of medical, nursing, mental health (social work, psychiatry), medical records, dental, lab, x-ray, ancillary services, as well as off-site emergency, outpatient specialty and inpatient hospitalization services. It is the goal of WVRJ that the Contractor provides as many services as possible on-site, within the confines of the WVRJ to minimize community trips.

7.2. **Objectives of the Contractor**

- To ensure high quality comprehensive health and mental health services to the inmate population within the WVRJ.
- To deliver services in a manner consistent with community standards and to treat inmates with respect and dignity in all interactions and encounters.
- To comply with professional standards and accreditation guidelines for both the Virginia Department of Corrections, Board of Local and Regional Jails(BLRJ), American

Correctional Association (ACA), and the National Commission on Correctional Health Care (NCCHC).

- To establish reports and other mechanisms to ensure accountability to WVRJ for services and staffing provided.
- To maintain documentation of services provided that is accurate, complete, thorough and comprehensive.
- To audit services and staffing through a system of quality improvement.
- To maintain staffing levels within proscribed guidelines and patterns identified in this proposal.
- To provide appropriately credentialed and licensed/certified/registered health and mental health professionals and staff.
- To create an employee-focused work environment that fosters professional growth and development.
- To initiate systems for recruitment and retention of qualified staff
- To enhance staff skills and job satisfaction with continuing education and staff development activities.
- To focus on client satisfaction with the “client” including the inmate population, the health and mental health professionals, and WVRJ.
- To ensure that communication is open and forthright regarding all issues relative to the contract and WVRJ.
- To work both cooperatively and collaboratively with WVRJ toward the common goal of quality health care.

7.3. Governance and Administration

7.3.1. Designated Health Services Administrator

The Contractor shall designate a Health Services Administrator that works full-time on this Contract at WVRJ. The Contractor shall be responsible for all decisions relating to the delivery of health care services provided under this contract, for on-site services as well as off-site services. Final medical authority shall reside with the designated Medical Director who is responsible for the clinical care provided through this contract. Responsibilities of the health authority include:

- Establishing a mission statement that defines the scope of health services
- Developing mechanisms, including written agreements, when necessary, to assure the scope of services is provided and properly monitored
- Developing the facilities operational health policies and procedures
- Identifying the type of health care providers needed to provide the determined scope of services
- Establishing systems for the coordination of care among multi-disciplinary health care providers
- Developing a quality management program

The health authority may be a physician, health services administrator, or health agency. When the health authority is other than a physician, final clinical judgment rests with a single, designated, responsible physician. The health authority is authorized and responsible for making decisions about the deployment of health resources and the day-to-day operations of the health services program.⁸

7.3.2. Subcontract Agreements

The Contractor shall establish written contract agreements with each subcontractor such as hospitals, ambulatory clinics, physicians’ groups, lab, x-ray, dialysis, dental, dental lab, dental/medical/office supplies, etc. A copy of each agreement shall be on-

⁸ ACA – 4-ALDF-4D-01

hand by the Health Services Administrator, in the health services unit at WVRJ. Copies of these agreements shall be provided to WVRJ. These subcontracts shall be in place as soon as possible after the start of the contract, not to exceed 90 days, or within 30 days of any new contracts executed after contract start date. There will be no exceptions or deviations considered for this requirement.

Contract agreements shall require subcontractors to prepare invoices and complete all billing within 120 days of the service provided.

7.4. Meetings

The Contractor shall ensure that the following administrative meetings and reports occur and be generated on a regular basis according to contract requirements and professional standards.

7.4.1. Medical Staff Meetings

The Contractor shall conduct medical staff meetings on a regularly scheduled basis at least monthly. Communication of the information shared and exchanged during these staff meetings shall be in place for all shifts through the availability of minutes and participation of shift staff as feasible. Staff meetings shall include all staff to include medical, nursing, mental health, dental and all other professions on-site. Individual disciplines may conduct additional staff meetings but they do not meet this requirement.

7.4.2. Medical Audit Committee

The Contractor shall be available on a monthly basis to meet with key individuals designated by the Superintendent. The Contractor shall ensure that the Medical Director, Health Care Administrator and Mental Health Director are available at these meetings. Other individuals may participate with the approval of the Superintendent, based upon the agenda items identified in advance. At these meetings, jail administrative staff will be briefed by health services management team regarding current health trends in the inmate population, significant medical cases, special needs inmates, hospitalizations, program activity, and utilization. Top management personnel, including the Health Services Administrator, Medical Director, Mental Health Director, and Chief Psychiatrist shall be available and comply with requests by the Superintendent and/or Project Manager to meet on an as-needed basis to discuss issues pertaining to the WVRJ health services program, individual WVRJ inmate health care, inmate grievances, and quality improvement.

7.4.3. Quality Improvement Committee Meetings

The Contractor shall have an active Quality Improvement Committee and that group shall meet on a monthly basis. Each discipline shall be represented and staff participation is expected and encouraged.

7.4.4. Off-Site Contractor Meetings

The Health Services Administrator, Medical Director, Director of Nursing and Director of Mental Health are expected to be on-site at the WVRJ on a full-time basis except for vacations or other approved absences such as sick leave. Any other off-site time for these key management team individuals must be approved in advance by the Superintendent or designee and the Contractor shall be responsible to ensure sufficient on-site management coverage at all times. Consideration as "time worked" may be given for these off-site events such as conference and training participation and such approval is within the authority of the Superintendent or designee.

The Medical Director and Health Care Administrator shall not be on vacation or attend off-site meetings for more than one day without the approval of the Superintendent. The Health Care Administrator and the Director of Nursing shall not be on vacation or

attend off-site meetings for more than one day without the approval of the Superintendent.

7.5. Reports

The Contractor shall provide WVRJ monthly reports delineating utilization statistics on a monthly basis, with year to date information and an annual summary. These reports will be due the 7th of each month for the month prior. Time reports indicating hours worked, benefit hours paid, and hours contracted with the resultant variance, if applicable, as identified in the staffing table shall also be submitted by position/discipline, date and shift on a monthly and annual basis, also by the 7th of each month for the month prior.. Any hours worked by agency or temporary personnel shall be identified by position title, date and hours worked, and the name of the individual. A monthly vacancy report , or position control shall be submitted to WVRJ with the facility, position title, position hours and date the position became unoccupied. With the vacancy report monthly, also due by the 7th of each month for the month prior. It will include a list identifying individuals hired or terminated shall be attached and include data regarding position title, shift, individual filling position and position status (full-time, part-time, or PRN). In addition, any independent contractors or subcontractors' staff changes shall be reported. The Contractor shall provide a detailed outline on the management of all offsite care cost claims adjudication to include provide and/or assisting WVRJ in Medicaid 3rd party claims management. This report will be due by the 21st of each month for the month prior. The explanation of claims management will need to include detailed example of type of monthly reports WVRJ can expect as well as a detailed flow chart of claims management on each case to include form the point of initiation of service, care utilization and case management, to the completion of a final paid claim. On a monthly basis, by the 21st of each month, the Contractor shall identify the actual dollars paid out to subcontractors. With the monthly statistical report, the Contractor shall submit information regarding any lawsuits filed during the previous month with the name of the inmate, the reason for the suit, the individuals named, and the date filed. The Contractor shall prepare and submit additional reports according to the needs identified by WVRJ, with the information content and expected frequency of submission approved in advance with jail administration. As part of their proposals, Contractors should describe in detail their capability for collecting, storing and reporting medical records data.

7.6. Policies and Procedures

7.6.1. Development and Review

The Contractor shall ensure that comprehensive and thorough policies and procedures exist for all aspects of the health care delivery system. These policies and procedures must be approved by the Health Service Administrator and Medical Director for the Contractor and by the Superintendent or designee. Each policy and its procedure shall be reviewed on an annual basis and documentation of this review shall be in evidence through appropriate dates and signatures. All policies and procedures shall be in compliance with federal and state laws, rules, regulations and guidelines as well as with professional standards of the NCCHC, VDOC and ACA. Each policy and procedure shall cross-reference the NCCHC, VDOC and ACA standards applicable for ease of reference. All health services forms shall be cross-referenced to the applicable policy.

7.6.2. Site Specificity

The Contractor shall ensure that policies and procedures and related health record forms are specific to the unique environment of the WVRJ within 90 days of start-up of this contract. Routine updates and training on all policies and procedures shall be provided to health services staff and such information sharing shall be documented and available for inspection. Each new staff member shall be oriented thoroughly on all health-related policies and procedures and documentation of such orientation and training shall be maintained in the employee's (or independent contractor's) personnel

and training files. Policy manuals shall be available to all health services staff, independent contractors or subcontractors, at all times.

7.6.3. Remain WVRJ Property

All policies and procedures, protocols, manuals (such as quality improvement, infirmary, nursing, forms, etc.) shall remain the property of WVRJ at the termination of this contract and shall be available to WVRJ at all times during the contract term and at termination, upon request, on Flash Drive in Microsoft Word format. The Flash Drive shall be maintained as current at all times and the Contractor shall ensure that all policy and procedure manuals throughout the facilities are current with the latest version of the required documents.

7.7. Quality Improvement Program

The contractor shall ensure a system is in place to provide health care internal review and quality assurance in accordance with NCCHC, VADOC, and ACA standards.⁹

The Contractor shall establish a comprehensive quality improvement program on-site to evaluate and review quality, timeliness and appropriateness of the care provided to the inmate population, with a committee meeting monthly. Results shall be shared on at least a quarterly basis with the Superintendent and WVRJ Project Manager, and an annual summary prepared and presented. Efforts shall include all on-site disciplines. WVRJ personnel, including the Project Manager, shall be participants. The quality improvement activity shall be comprehensive with consideration to risk management and litigation, inmate complaints and grievances, policy and procedure review, statistical utilization reporting, safety and sanitation issues, infection control (subcommittee activity), seclusion and restraint data, etc.

7.7.1. Quality Improvement Plan

The Contractor shall develop a Quality Improvement Plan within 90 days of start-up and this plan shall be specific to the WVRJ facility. This plan must be approved by the Superintendent or designee.

The Medical Director shall serve as the Chair of the quality improvement committee and the committee shall be multidisciplinary to include nursing, dental, mental health and any other on-site services as well as representatives designated by the Superintendent, including the Project Manager.

On-site and off-site aspects of care such as emergency room use, outpatient specialty services and inpatient hospitalization shall be studied in the quality improvement process through the development of indicators. In addition to the inclusion of all disciplines, the Contractor shall be responsible to ensure an on-going review of the various relevant aspects of care for the jail facilities including but not limited to intake nursing, intake mental health, sick call, medication management, Keep On Person (KOP) medication implementation, special housing, mental health housing and special needs services, ancillary services such as lab, x-ray and dialysis, and all sentinel events such as patient deaths, suicides, serious suicide attempts, disasters or major emergencies, etc. Events with high risk, high cost, high volume or problem-prone events shall be included. Infection control, infectious disease management, and occupational health shall also be a part of the quality improvement initiative.

Patient satisfaction surveys should be completed at least once per year on a relevant topic of importance to the inmate population. The quality improvement committee shall evaluate inmate complaints, grievances, family inquiries and legal inquiries on a routine basis. This process must include a face-to-face component for dispute resolution with the inmate population as appropriate to the complaint. Other aspects of care may be shared in writing, i.e. answers to questions regarding follow-up care, prosthetics, etc.

⁹ ACA – 4-ALDF-4D-24

While one or more individuals may be designated as responsible for the overall quality improvement initiative, efforts shall include line-level staff from various shifts and disciplines to ensure participation and buy-in throughout the health and mental health services operation.

All Contractor staff and independent contractors and subcontractors shall receive orientation to the quality improvement process and annual training review.

While the quality improvement process may include retrospective chart audits for presence/absence of essential documentation as well as completeness of documentation, the committee efforts shall include a review of processes, systems and care for the clinical outcomes of care and patient impact. Significant findings shall include an implementation component for staff familiarity with the process and outcomes as well as training regarding any corrective actions or process changes.

7.7.2. Peer-Review and Supervision

The Contractor shall ensure an external peer review program for physicians, mental health professionals, and dentists is implemented. The review shall be conducted no less than every two years.¹⁰

Professional supervision shall be included as an aspect of care for the quality improvement program. The Medical Director shall receive peer review by a designated physician from the parent company on a twice-yearly basis and shall provide that same peer review for the staff physician(s) two times per year. The information to be gathered and the format of that documentation shall be provided to WVRJ ; however, the peer review documents themselves, specific to the individual, are to remain a confidential component of the quality improvement process.

The Medical Director and staff physician(s) shall be responsible to review the documentation of the mid-level providers on an annual basis to include representative charts from intake, physical exams, sick call, chronic disease management, and infirmary care.

The Director of Mental Health shall be responsible to review the documentation of the Mental Health Psychiatric Social Workers on an annual basis to review representative charts for intake, crisis intervention, suicide prevention, treatment planning, housing and special needs management and aftercare planning.

The Director of Nursing shall be responsible to review the documentation of nursing and paraprofessional personnel used to assist nursing. Review shall include medication and pharmacy documentation, sick call, wellness rounds and screening, or other relevant work components for nursing staff. The comprehensive quality improvement policy and procedure shall describe the supervision aspects fully and in detail and shall be subject to approval by WVRJ.

7.8. Emergency Plan

The Contractor shall ensure that a current and up-to-date emergency plan, specific to the WVRJ be developed and implemented within the initial 30 days of the contract start-up. All staff shall be oriented and trained regarding the aspects of the emergency plan. Emergency drills shall be conducted on a quarterly basis at the WVRJ, and include representation of all shifts at the various locations. The emergency plan shall be coordinated with the facilities' emergency response plans for consistency.

¹⁰ ACA – 4-ALDF-4D-25

The emergency plan shall include the capability to conduct an annual disaster drill that involves local Emergency Medical Service, hospital, ambulance and other notification for participation.

The emergency plan shall include minor and major equipment involvement, availability and storage of supplies, oxygen, suction, backboards, wheelchairs, etc. Evacuation criteria shall be included as well. The emergency plan shall also include how patients will be categorized and classified, what areas will be used for patient stabilization for transport, emergency call-back numbers for all staff and who is delegated to make these contacts, notice to local ambulance and emergency services, and a back-up plan for the delivery of health services should existing facilities be unavailable or inaccessible shall be included in the plan by the Contractor. The Contractor shall work with WVRJ to develop this emergency plan and shall receive the Director of Correction's approval for implementation.

7.8.1. Emergency Response

- Correctional and health care personnel shall be trained to respond to health-related situations within a four minute response time. The training program is conducted on an annual basis and is established by the responsible health authority in cooperation with the facility or program administrator and includes instructions in the following:
- Recognition of signs and symptoms, and knowledge of action that is required in potential emergency situations.
- Administration of basic first aid
- Certification in cardiopulmonary resuscitation (CPR) in accordance with recommendations of the certifying health organization.
- Methods of obtaining assistance
- Signs and symptoms of mental illness, violent behavior, and acute chemical intoxication and withdrawal
- Procedures for patient transfers to appropriate medical facilities or health care providers
- Suicide intervention¹¹

7.8.2. Emergency Drills

The quarterly emergency drills shall be inmate or staff-specific and situational to the jail setting, i.e. emergency response to inmate identified hanging, emergency response to staff injury in kitchen, emergency response with Automatic External Defibrillator (AED) to the visiting area, etc. The disaster drill shall be geared to a manmade or natural disaster of large scale proportions, e.g. tornado, arson, bomb, power or water outage, mass arrest, etc. This drill shall include various community participants, jail security and health care staff.

7.8.3. Emergency/First Aid Kits

The Contractor shall ensure first aid kits are available in designated areas of the facility as determined by the designated health authority in conjunction with the Superintendent. The health authority approves the contents, number, location, and procedures for monthly inspection of the kit(s) and written protocols for use by non-medical staff.¹²

7.8.4. Automatic External Defibrillators

¹¹ ACA – 4-ALDF-4D-08

¹² ACA – 4-ALDF-4D-09

Automatic external defibrillators (AED) shall be utilized by health services staff as first responders. Contractor staff shall be trained and certified in AED use and documentation. Contractor shall be responsible for checking the AED's monthly to ensure that all AED's are operational and ready for use. WVRJ shall provide AED.

7.8.5. Ambulance Services

Ambulance services shall be identified and the process delineated for the use guidelines and contact procedures for ambulance services, whether for ACLS/paramedic ambulance for all life-threatening emergencies or BCLS for those situations that are not critical but are emergent.

7.8.6. On-Call Availability

Physician coverage shall be available through an on-call system involving cell phone or other appropriate communication device. A primary care physician shall be on-call around the clock. If the health care staff on duty assesses the inmate and determines the need for life-saving, emergency intervention in the local emergency room or urgent care center, the health care staff shall have the authority to send the inmate out and contact the physician on-call afterwards to relay the information. Each such situation shall be assessed retrospectively by the Medical Director and Director of Nursing to determine the appropriateness of the assessment and to evaluate whether any additional training may be indicated or any other follow-up action necessary.

7.9. Privacy of Care

Health care encounters, including medical and mental health interviews, examinations, and procedures shall be conducted in a setting that respects the inmates' privacy. Female inmates are provided a female escort for encounters with male health care providers.¹³

The Contractor shall ensure that all patient encounters are sufficiently private to ensure that other inmates or staff cannot overhear the conversation between the inmate and the provider. Where space is open and physical reconstruction is difficult, privacy screens shall be utilized to the extent feasible. Only in the situation of a high security risk or dangerous individual, may a security member be present in the room during the provider encounter. While respecting security requirements, encounters shall be private to the extent possible within the environment.

7.10. Emergency Notifications

The Contractor shall work with WVRJ to ensure the sharing of appropriate information regarding an inmate's condition if the family or other legal guardian is to be notified of a serious injury or illness. In the event of a life-threatening illness or surgery requiring hospitalization, the Contractor shall notify the Superintendent or designee so that the necessary family, guardian or other representative/next of kin may be notified. WVRJ may designate a chaplain, program staff person or other individual to actually carry out the notification.

7.11. Death in Custody

The Contractor shall have a protocol that describes actions to be taken in the event of the death of an inmate. In the event of an inmate death, either in the WVRJ or in an outside hospital, the Contractor shall immediately notify the Superintendent or the designee of the Superintendent.¹⁴ The Contractor shall cooperate with WVRJ in the development of a procedure for full notification within WVRJ offices in such a situation. WVRJ will then notify the appropriate individuals within the government hierarchy and the family or next of kin as designated. Contractor shall cooperate with WVRJ in the event of a medical examiner/coroner inquest or autopsy/postmortem request.

¹³ ACA – 4-ALDF-4D-19

¹⁴ ACA – 4-ALDF-4D-23

The Contractor shall conduct a mortality review within 30 days of any inmate death, regardless of the location of the death. The Contractor's Medical Director shall coordinate the mortality review and each individual practitioner who had contact with the individual during the final events surrounding the death shall participate in interviews regarding the circumstances surrounding the death. The Superintendent may designate WVRJ representative(s) to participate in the mortality review. The Contractor shall track all deaths and maintain a database as to demographics and cause of death. The mortality review is a component of the quality improvement plan and shall be utilized by the Contractor to improve responsiveness or services as appropriate.

7.12. Inmate Grievances

The Contractor shall work cooperatively with WVRJ in the administration of WVRJ's inmate grievance procedure to ensure systematic review of and response to inmate complaints, concerns or inquiries. Grievance or complaint response shall include a face-to-face component for clinical issues but may involve written correspondence for simple questions and answers. Response shall be timely and not to exceed five (5) days. The Contractor will be responsible for tracking, monitoring and provide a corrective plan of action.

Any inquiries or complaints by family members, lawyers, or other interested parties such as advocacy groups shall be responded to utilizing the same procedure and in the same timeframe. A copy shall be maintained in an inmate-specific correspondence file for ease of retrieval. Inmate grievances/complaints related to health or mental health services shall be reviewed routinely and discussed during the monthly quality improvement committee meeting. Complaints shall be categorized and classified according to demographics, housing location, nature of the complaint, etc. and a database maintained and reviewed to determine any patterns or problematic issues.

Copies of all grievances and the Contractor's response shall be sent to the Contract Monitor for review by the 7th of each month for the month prior.

7.13. Managing a Safe and Healthy Environment

7.13.1. Infection Control Program

The Contractor shall establish a written plan that addresses the management of infectious and communicable diseases. The plan shall include procedures for prevention, education, identification, surveillance, immunization (when applicable), treatment, follow-up, isolation (when indicated), and reporting requirements to applicable local, state, and federal agencies. The plan shall provide for a multidisciplinary team that includes clinical, security, and administrative representatives, that meets quarterly to review and discuss communicable disease and infection control activities. The shall require the Contractor to work with the responsible public health authority to establish policy and procedure that include the following: an ongoing education program for staff and inmates; control, treatment, and prevention strategies, which may include screening and testing, special supervision, or special housing arrangements, as appropriate; protection of individual confidentiality; and media relations.¹⁵

The Contractor shall establish a comprehensive infection control program that includes monitoring and case management of inmates with infectious diseases such as HIV, TB, HCV, HBV, MRSA, and sexually transmitted diseases such as gonorrhea, chlamydia, syphilis, herpes, etc. HIV counseling shall be consistent with the guidelines of the Centers for Disease Control (CDC) and state health department. An individual staff member shall be designated by the Contractor as responsible for the monitoring of infectious diseases and the reporting to the state health department

¹⁵ ACA – 4-ALDF-4C-14

as required. This individual shall be responsible to ensure that intake screening is carried out appropriately with questions relevant to infectious disease, which inmates are identified and treatment plans established, that inmates are followed through chronic/communicable disease clinics with consistent diagnostic testing and treatment consistent with community standards.

7.13.2. Infection Control Program Components

This program shall include necessary training for health services and security personnel on infectious disease control and prevention, precautions and appropriate use of personal protective equipment such as hepa-masks. This program shall also include standards for bio-hazardous waste disposal, infection control practices for equipment management, and availability and accessibility of appropriate protective gear.

7.13.3. Infection Control Committee

The infection control program shall be coordinated by a designee of the Contractor and shall be considered a component of the quality improvement committee. Sentinel events involving infectious disease or control issues shall be reported to the quality improvement committee and reported to WVRJ immediately per occurrence. An infection control committee shall be established to include representatives from security, medical, nursing, dental, Facilities Management, and the Safety Officer. All activities of this committee shall be reported through the quality improvement program to WVRJ.

7.13.4. Staff Vaccination

Health services staff shall be provided Hepatitis B vaccination at the expense of the Contractor.¹⁶

All direct care staff shall receive a test for tuberculosis prior to job assignment and periodic testing thereafter.¹⁷

Health services staff shall be tested annually (or more often if deemed appropriate by WVRJ) for tuberculosis exposure. TB screening shall be accomplished using the one-step PPD/Mantoux skin test or x-ray as appropriate. The Contractor shall maintain all documentation of health service staff.

The contractor shall order and administer flu shots to WVRJ staff. WVRJ will be responsible for the cost of the flu shots administered to WVRJ staff.

7.13.5. Tuberculosis Testing

The Contractor shall develop a written plan that addresses the management of tuberculosis. The plan shall include procedures for initial and on-going testing for infection, surveillance, treatment, including treatment for latent tuberculosis, follow-up, and isolation when indicated.¹⁸

TB screening of inmates shall be carried out at intake by health care staff through a symptom check with the admission process. Any individual identified as symptomatic consistent with TB shall be placed in negative pressure respiratory isolation and the on-call physician shall be contacted immediately for orders. Asymptomatic individuals shall receive the Mantoux skin test or a chest radiograph within seven (7) days of arrival. Participation is mandatory for both inmates and health services staff.

For inmates held for the U.S. Marshall Service and Immigrations and Customs Enforcement, individuals shall receive the Mantoux skin test or a chest radiograph

¹⁶ ACA – 4-ALDF-4D-07

¹⁷ ACA – 4-ALDF-4D-06

¹⁸ ACA – 4-ALDF-4C-15

at admission. The Contractor shall cooperate with these agencies by providing appropriate TB test/clearance documentation upon request.

The Contractor shall collaborate with state and local health officials and conduct an annual TB risk assessment for the facility. Written results of the risk assessment shall be maintained on file and made available to state and WVRJ officials upon request.

7.13.6. Hepatitis A, B, and C

The Contractor shall have a written plan that addresses the management of hepatitis A, B, and C. The plan shall include procedures for the identification; surveillance; immunization, when applicable; treatment, when indicated; follow-up; and isolation, when indicated.¹⁹

Inmates are not required to receive Hepatitis B vaccination unless the individual has been started on the series and would receive the follow-on injections during incarceration.

7.13.7. HIV Infection

The Contractor shall have a written plan that addresses HIV infection. The plan shall include procedures for the identification; surveillance; immunization, when applicable; treatment, when indicated; follow-up; and isolation, when indicated.²⁰

The Contractor shall cooperate with the established 340B pharmacy program established by WVRJ if one is obtained.

7.13.8. Environmental Health and Safety

The Contractor shall participate with WVRJ in the inspections of all jail areas for safety and sanitation. These inspections shall be carried out on a monthly basis and include a standardized inspection tool. Monthly reports to WVRJ and to the quality improvement committee, through the infection control subcommittee, shall be made with any recommendations for corrective action or improvement. These inspections shall be conducted by the infection control designee among the health services staff and shall include housing, program area, work and assignment areas, intake, laundry, health services areas including special housing and the kitchen. Each component of the inspection shall be detailed.

7.13.9. Bio-hazardous Waste

The Contractor shall have a written plan to address management of bio-hazardous waste and decontamination of medical and dental equipment that complies with applicable local, state, and federal regulations.²¹

The Contractor shall provide all bio-hazardous waste containers and supplies consistent with federal guidelines and Occupational Health and Safety Administration (OSHA). The health services staff shall be responsible for the collection and safe storage of any bio-hazardous waste with the storage area to be locked and the disposal frequent enough to minimize the need for storage capacity. The Contractor shall establish a contract and be responsible for payment for such waste disposal and ensure timely pick-up of wastes.

7.13.10. Kitchen Sanitation and Food Handlers

The Contractor shall participate with WVRJ in the monitoring of all food services areas including food preparation, storage and cleaning areas. Staff in food services, employees and inmates, should be trained appropriately regarding cleanliness,

¹⁹ ACA – 4-ALDF-4C-16

²⁰ ACA – 4-ALDF-4C-17

²¹ ACA – 4-ALDF-4C-18

infection control, inspections, sanitation, etc. and the health services staff shall participate in the training and monitoring.

7.13.11. Ectoparasite Control

The Contractor shall establish guidelines and protocols for the prevention, identification and treatment of ectoparasites such as pediculosis and scabies. Procedures shall describe the process for treatment of the individual, other individuals exposed, and all clothing and bedding. Intake screening shall include inquiry and observation regarding the potential presence of ectoparasites and treatment shall be individualized to each inmate infected.

7.13.12. First-Aid Supplies

The Contractor shall establish standardized contents and inspection procedures for first-aid supplies throughout the facilities for staff access. The Contractor shall determine, with the cooperation of WVRJ, the locations, numbers, and documentation guidelines for first-aid kits. The kits shall be placed for ease of access. The Contractor shall work with the WVRJ to define the policy and procedure surrounding the use, documentation and replenishing of the first-aid supplies. The Contractor is responsible for the cost of establishing and maintaining first-aid kits and supplies.

7.14. Health Care Services Support

7.14.1. Pharmaceuticals

The Contractor management of pharmaceuticals shall include:

- Establish a formulary in conjunction with the contract pharmacy and WVRJ.
- A formalized method for obtaining non-formulary medications
- Prescription practices, including, requirements that medications are prescribed only when clinically indicated as one facet of a program of therapy, and a prescribing provider re-evaluates a prescription prior to its renewal
- Medication procurement, receipt, distribution, storage, dispensing, administration and disposal
- Secure storage and perpetual inventory of all controlled substances, syringes, and needles
- Administration and management in accordance with state and federal law and supervision by properly licensed personnel
- Administration of medications by persons properly trained and under the supervision of the health authority and facility or program administrator or designee
- Accountability for administering and distributing medications in a timely manner and according to physician orders²²

7.14.2. Pharmacy Services

The Contractor shall ensure the management of onsite pharmacy services sufficient to meet the needs of the inmate populations assigned to WVRJ. At present, an off-site Contractor Westwood Pharmacy, contracted by WVRJ supplies medications which are delivered to WVRJ six days on a weekly basis. The Contractor shall comply with all applicable state and federal laws, rules, regulations and guidelines regarding the management of pharmacy operations.

7.14.3. Pharmacy Consultant and Inspections

A consultant pharmacist utilized through the WVRJ established pharmacy contract with Westwood Pharmacy shall conduct inspections on a monthly basis of the contract. The Contract shall cooperate with the contract pharmacy during these

²² ACA – 4-ALDF-4C-38

inspections. The Contractor shall ensure timely follow-up and resolution of all outstanding pharmacy management issues as a high priority.

7.14.4. Commonly Used Medications

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

7.14.5. Stock Medications

This stock supply shall include emergency drugs for the emergency supplies as determined by the Medical Director. Additionally, stock shall include items for poison control, antidote and overdose management, again determined by the Medical Director. All staff that work with medications shall be oriented fully to pharmacy procedures and to poison control numbers. These numbers shall be posted conspicuously in medication areas and in the infirmary and intake areas.

7.14.6. Formulary

The Contractor shall establish a formulary in conjunction with the contract pharmacy and WVRJ. This formulary must be current with community standards of practice within managed care environments. A comprehensive policy and procedure shall describe the use of the formulary and procedures for non-formulary approval. It shall be the responsibility of the on-site Medical Director to approve or deny any non-formulary request including psychotropic medications. The Contractor shall submit a draft formulary with their proposal.

A formulary for OTC products shall also be established and shall coordinate with the use of approved nursing protocols for minor, self-limiting illnesses among the inmate population. Again, a non-formulary process shall be established for any such request for an OTC product not identified as formulary.

7.14.7. Pharmacy and Therapeutics Committee

The Contractor shall participate in a quarterly Pharmacy and Therapeutics Committee meeting with the WVRJ established pharmacy to include review of the formulary and non-formulary usage, provider prescribing practices, drug utilization review, educational information, drug costs and other relevant topics to pharmacy operations. The Medical Director and Program Manager shall participate, and the consulting pharmacist shall chair the committee. All providers on-site shall participate and the meeting is mandatory.

7.14.8. Medication Administration and Distribution

Medications are to be administered to the inmate population by nursing personnel or for unique requirements may be Keep on Person (KOP) by the inmates depending upon the medications involved and the assigned housing unit. No controlled substances, TB, HIV or psychoactive medications shall be KOP but rather shall be administered on a dose-by-dose basis by licensed nursing staff. KOP medications shall be monitored within the population and the Contractor shall work with WVRJ on implementation of the process and the training of security staff regarding search and seizure situations. Security staff will contact a designated health service staff member regarding any questions about inmate medication during admission or during a subsequent search. Inmates in disciplinary settings will not be allowed KOP medications unless approved by the jail administration. It is expected that items of a critical and emergent nature such as nitroglycerin or an inhaler will be allowed KOP.

7.14.9. Disposal/Destruction of Medications

The Contractor shall coordinate with the contacted pharmacy to establish a formal process, in concert with state and federal laws, regarding the destruction or disposal of medications including patient-specific dispensed medications, stock medications, controlled substances (whether stock or dispensed), and psychotropic medications. Medications shall be purged routinely so that the on-site quantity does not build up. Documentation of all destruction and disposal shall be complete, thorough and available for review upon request.

7.14.10. Safety of Storage

The Contractor shall ensure that all medications are maintained in a safe and secure manner and that counts of controlled substances occur on a per-shift basis by the oncoming and off going nurses together. Counts shall be conducted with two personnel at all times. Any waste shall be documented appropriately. Controlled substance stock shall be managed and documented appropriately with no cross-outs, whiteouts, etc. The pharmacist conducting the routine inspections shall monitor this documentation for completeness and accuracy as shall the charge nurse or nursing supervisor and Director of Nursing as these aspects are critical to the performance evaluations and ongoing supervision of nurses managing these medications.

7.14.11. Sharps Management and Inventory

All syringes and sharps shall be stored and managed in a safe and secure environment with double-lock. These items shall be counted per shift and require the participation of two nursing staff. Dental sharps may be managed by the Dentist and Dental Assistant; however, the same counting requirement applies for dental instruments, needles, etc. All staff utilizing sharps shall maintain a perpetual inventory or checklist of which the items were used for during their shift.

7.14.12. Intake Medications

The Contractor shall establish a policy and procedure for the handling of medications coming into the facilities with inmates upon intake. If utilized in any way for that specific individual inmate, a nurse must verify that the medication received is the medication described/prescribed. Every effort shall be made to verify existing orders from outside sources if the inmate comes in with a current medication prescription. If not utilized, these medications shall be seized upon admission and stored and controlled by the Contractor until the inmate's release. Inmates arriving at intake who are currently on psychoactive drugs shall be continued on the same medications as verified, even if non-formulary, until such time as seen by the psychiatrist and evaluated for a change to a formulary medication. A non-formulary request shall be completed in the event of the intake continuation of a verified community prescription that is not on the current formulary.

7.14.13. Order Procedures

The Contractor shall ensure that medications are only administered according to a legitimate order by a practitioner including physician, psychiatrist, mid-level provider or dentist and are received by the inmate within 24 hours of the order initiation. Protocols for legend drugs to be administered by nursing personnel are acceptable and may require a telephone order by a licensed provider. The Contractor shall ensure that all telephone or verbal orders are countersigned within the time allotted by law within Virginia. Nursing may distribute OTC medications in accordance with approved nursing protocols.

7.14.14. Dispensing Guidelines

Given the short length of stay in general, it is preferred that the Contractor not dispense more than a full month blister card. Blister pack packaging is the preferred method of packaging due to familiarity with that process. However, liquid

medications, particularly psychotropic and controlled substances shall be made available upon the order of the Medical Director in specific cases such as an individual with wired jaws or a history of stockpiling medications. Any change from blister pack would require the approval of WVRJ. Reuse of medications by the pharmacy shall be within applicable state and federal laws.

7.14.15. Discharge Medications

The Contractor shall establish a policy and procedure for the management of legend medications upon inmate discharge. If the Contractor is aware of the inmate's pending release and the medications are maintained by nursing, the inmate shall be given at least a fourteen day supply upon release to ensure continuity for follow-up care. If the inmate has the medication as KOP, then the remainder of the prescription will be given to the inmate upon release. If the prescription is for an antibiotic or other necessary medication that is not a controlled substance, the inmate may be given the remainder of the blister pack, not to exceed a two-week supply. Controlled substances may be provided up to a three-day supply based on the approval of the responsible physician given the potential for abuse or overdose. Contractors will be required to submit, with their proposals, their plan for providing discharge medications, and their plan for linking discharged inmates with community services. Syringes for insulin-dependent diabetics may be given in a seven-day supply. The Contractor shall provide for continuity of care and to avoid disruption of prescribed medications, particularly those life-sustaining or for chronic illness management. The duration of release medications will be negotiated. The contractor shall also provide access to medication profiles for viewing and printing purposes.

7.14.16. Order Automation

If at all possible, the Contractor shall automate the process for ordering medications, noting by nursing and transmission to the pharmacy. Orders may be faxed to the pharmacy if necessary but the goal is to minimize the amount of work by nursing staff required to process the order to the pharmacy.

7.14.17. Nonprescription Medication

When nonprescription medications are available outside of health services, the items, and access, are approved jointly by the facility administrator and the health authority. The items and access are reviewed annually by the health authority and administration.²³

A limited amount of nonprescription medications are currently available to inmates through the inmate commissary.

7.15. **Office Furnishings and Medical Equipment**

Office furnishings and medical equipment are as listed in Figure 2 – Office Furnishings and Medical Equipment, owned by WVRJ, will be available for use by the contractor. The Contractor may purchase additional office furnishings and medical equipment at their own expense. As office furnishings and medical equipment become unserviceable, the Contractor shall contact the Project Manager for disposition instructions. Replacement office furnishings and medical equipment shall be purchased and provided by the Contractor. Office furnishings and medical equipment purchased by WVRJ under the contract shall be the property of WVRJ and shall remain on site at the termination of the contract. Office furnishings and medical equipment purchased by the Contractor during the term of the contract shall be the property of WVRJ and shall remain on site at the termination of the contract. Office furnishings and medical equipment purchased by the contractor shall not be connected to WVRJ's network without the express written permission of WVRJ.

²³ ACA – 4-ALDF-4C-39

The Contractor shall be responsible for maintenance, repair, and/or replacement of equipment noted in Figure 2 – Office Furnishings and Supplies. As items of equipment become unserviceable and/or not repairable, the Contractor shall contact the Contract Administrator for disposition. The Contractor, at the Contractor's own expense, shall replace all unserviceable equipment.

The Contractor is responsible for scheduling, periodic maintenance and/or calibration of all equipment and instruments at intervals not to exceed manufacturer's recommendations or Federal, State, and Local guidelines, whichever is more stringent. The Contractor shall be responsible for the cost of periodic maintenance and/or calibration of equipment and instruments.

Medical Equipment purchased by WVRJ under the contract shall be the property of WVRJ and shall remain on site at the termination of the contract. Medical Equipment purchased by the Contractor during the term of the contract shall be the property of WVRJ and shall remain on site at the termination of the contract.

7.16. Supplies

The Contractor shall provide, at the Contractor's own expense, all supplies required to perform under this contract. Supplies shall include, but not be limited to: paper, envelopes, pencils, pens, toners, ribbons, forms, books, manuals, medical record folders and forms, pharmaceutical, pharmacy supplies, laboratory supplies, prosthetics, hand instruments, needles and sharps, special medical items, testing devices, containers and clinical waste receptacles, inmate information, individual and group materials. Sufficient on-site supplies shall be maintained within the facilities to ensure appropriate availability for inmate treatment and staff use. Par and reorder levels shall be identified for all materials including medical, dental and office supplies as well as durable equipment.

7.17. Medical and Diagnostic Services

7.17.1. Laboratory Services

The Contractor shall ensure the availability of laboratory, x-ray and EKG diagnostic services on-site within the facilities. With regard to lab services, the Contractor shall be responsible for all lab services including requisitions, supplies, and results reporting. On-site lab tests shall be completed to the extent possible without the need for a medical technologist. Off-site lab services shall be contracted by the Contractor and include all routine and reference tests. Stat lab services shall be available with a two-hour turnaround time. In the event that the results are not available within the proscribed two-hour window, the on-call or site physician shall make the determination as to whether the inmate should be taken off-site to a local hospital. If the lab contract is unable to accomplish the stat two-hour requirement, the Contractor shall secure such services through a local lab or hospital, meeting all CLIA requirements, within the vicinity. Basic CLIA-exempt/waiver lab results shall be available on-site within approximately 24 hours and be printed out on a printer provided by the lab company.

7.17.2. Dialysis Services

The contractor is responsible for providing inmates with necessary hemodialysis services as ordered by the site primary care physician and/or medical director. The contractor must provide dialysis services preferably on or off-site to make sure all inmates are receiving the required services without interruption.

The contractor is responsible for all costs associated with the rental of all dialysis equipment, supplies, water filtration and for payment of professional nursing and Nephrology MD services and fees needed for on-site or off-site treatments.

7.17.3. Phlebotomy

Nursing staff shall be trained in phlebotomy services. The contractor shall provide one (1) FTE Certified Medical Assistant (CMA) at WVRJ to be designated as responsible overall for phlebotomy and lab services. This designee shall ensure that the stock of needles and syringes maintained for lab use is secured and double-locked, as well as counted at least weekly (stock). Needles and syringes in daily use shall be accounted for on a perpetual inventory basis with documentation and tracking of the use of each sharp.

Lab services, including HIV, sexually transmitted diseases and drug rehabilitation diagnostics, are NOT available to the Contractor through the state's health department or drug rehabilitation program providers; thus, the Contractor is responsible for laboratory testing conducted by health services staff. Lab services shall be provided by a fully licensed and accredited facility with qualified and credentialed medical technologist and board certified pathologist staff.

7.17.4. EKG Services

EKG services shall be provided on-site within the WVRJ. EKG services shall include EKG machines, supplies, actual tracings/strips, and the immediate reporting of results with board-certified cardiologist over read. Services may be contracted by the Contractor, but require the 24-hour availability of a board-certified cardiologist for over read capabilities. EKG services shall include an on-site printout of the strip and the report. Twelve-lead EKG is preferred. Documentation of the board certification of the cardiologist(s) shall be included with any subcontract or independent contract agreement.

7.17.5. Radiology Services

The Contractor shall provide x-ray and radiology services and such materials as may be needed to ensure adequate health care for inmates.

7.17.5.1. The Contractor shall provide all labor, supervision, equipment, tools, and materials, as necessary to provide Mobile X-Ray Services on an as needed basis to WVRJ.

7.17.5.2. The Contractor shall be responsible for proper storage, marking, and handling of all x-ray film.

7.17.5.3. The Contractor shall be responsible for complying with all Federal (EPA, OSHA, etc.), and State regulations governing the operation and discharge of x-ray equipment.

7.17.6. Other Specialty Services

Other diagnostic services such as mammography, CT scans, MRI, ultrasound, fluoroscopy, EEG, EMG, etc., shall be provided in the community through agreements with the Contractor. The Contractor shall negotiate these agreements to ensure that diagnostic services are available within the general proximity of the WVRJ.

7.17.7. Ancillary Services Quality Improvement

Quality improvement initiatives may include lab, EKG, and x-ray on occasion and the Contractor may be required to obtain multiple specimens and send them out to various locations for results or interpretation as a quality assurance measure. Any such quality improvement shall be the responsibility of the Contractor.

7.18. Hospital and Specialized Ambulatory Care

The Contractor shall establish agreements with individual specialists and sub specialists willing to assume the responsibility for ongoing care or with a specialty multi-physician group practice for specialty outpatient services. The Contractor shall establish a working relationship and/or agreement with at least one area hospital in order to coordinate care for hospitalized inmates.

All agreements for off-site services, inpatient or outpatient, as well as all subcontractor agreements in general, shall be subject to the approval of WVRJ. The Contractor shall maintain these contracts in a file on-site within the WVRJ and these files shall be provided to WVRJ as outlined above in section 7.3.2.

7.18.1. Utilization Management

The Contractor shall ensure that utilization management (UM) is conducted for all inpatient hospitalizations to ensure that the length of hospital stay is no longer than necessary. The Director of Nursing or his/her designee shall be in contact with any outside hospital where an inmate is housed on a daily basis and the Medical Director shall be aware of each individual's hospital status as well. While utilization management is an important aspect of any managed care program, it is also critical that positive relationships with local hospitals or clinics be maintained and that the patient care site is clinically appropriate to the unique needs of the individual patient. Despite either outpatient or inpatient utilization management initiatives by the Contractor, the site Medical Director shall be responsible for clinical decisions involving his/her patients within the detention facilities. Final medical authority rests with the Medical Director.

Individuals returning to WVRJ following off-site treatment should return with documentation of the treatment received, in the form of a discharge summary, consult follow-up or other progress note. It is critical that any patient returning from an inpatient hospital stay be evaluated by qualified nursing staff prior to return placement in housing population. All discharge summaries, treatment records, progress notes, etc. shall be reviewed by the physician as soon as possible after the inmate returns from an off-site appointment to assure appropriate orders and follow-up.

7.18.2. Subcontractor Payment Timeliness

The Contractor shall carry out payments to hospitals, physician groups and other subcontractors within a reasonable time, generally within 30 days of billing.

7.19. Translation/Interpretation Services

The Contractor shall provide Translation/Interpretation services through the use of Contractor's staff or through commercially available sources as necessary to meet the medical needs of the inmate population. The Contractor shall bear the cost of such services. The Contractor shall not use other inmates for translation.

7.20. Inmate Care and Treatment²⁴

7.20.1. Receiving Health Screening

The Contractor shall provide qualified health staff to provide 24-hour per day, 7-day per week health care staff coverage in the intake/admissions area to complete receiving health screening on all new inmate arrivals including intra-system transfer inmates. Contractors' staffing proposals should address potential needs for increased intake staff during times of peak workload in the admissions area. Health care staff shall complete an initial health assessment and medical screening in the admissions area within four (4) hours of an inmate being booked into the facility. This health staff shall also be responsible for the medical needs of inmates held in the receiving areas adjacent to Admissions. "Book-and-Release" intakes (inmates who are booked solely for the purpose of identification, and are immediately released from the jail) may be exempted from screening.

The health staff providing intake screening in the admissions area may request an arresting police agency to obtain an evaluation of an arrestee's medical condition at a

²⁴ ACA – 4-ALDF-4C-22 & 23

hospital emergency department if the arrestee is in need of medical intervention beyond the capability of on-site jail medical services. Any inmate returning to booking after having been referred to an off-site medical setting must have written documentation, such as discharge documents or a medical clearance form, indicating the inmate's medical condition and needs.

7.20.2. Contents

The intake or receiving screening carried out at admission shall consist of the following components of inquiry or observation at a minimum (and a new receiving screening completed upon each admission despite frequency of admission to the jail setting):

- Signs, symptoms or past history of infectious disease including TB
- Current illness and health problems, including communicable disease
- Dental problems
- Inmate's medical history
- Signs or symptoms of acute mental illness
- Suicide ideation
- Acute dental problems, swelling, infection
- Known allergies to medications or other agents
- Medication and therapeutic diet history and current use
- Signs and symptoms of drug or alcohol withdrawal
- History of past or current treatment for illness
- Last ingestion of drugs or alcohol date and time, type, quantity, method, frequency, and related problems
- Current pregnancy, date of last menstrual period, any gynecological problems
- Behavior, appearance
- Body deformities or difficulties with ambulation or movement
- Persistent cough, lethargy, complaints of unexplained weight loss
- Condition of skin including scars, tattoos, bruises, lacerations, lesions, jaundice, rashes, ectoparasite infestations and needle tracks or other indications of drug use
- Other conditions or questions as deemed appropriate by the Medical Director.
- Baseline blood pressure, heart rate and respirations

7.20.3. Intake Emergency Needs

Intake health care staff shall be oriented to the process for accessing immediate urgent intervention on-site with the jail physician or off-site to a local emergency department if necessary. The intake health care staff shall have the ability to determine whether a situation is emergent (off-site) or urgent (on-site).

7.20.4. Disposition

The intake health care staff shall also note patient disposition – whether the inmate is held in booking, returned to a housing unit, referral for urgent Physician/NP/PA intervention, or referral off-site for emergency treatment. Documentation on the intake receiving screening shall be recorded on a screening form approved by the health authority and shall be thorough, comprehensive, legible, and include signature and date of the health care staff.

7.20.5. Isolation Option

The intake health care staff, in consultation with the jail physician, may immediately place the inmate in isolation if the receiving screening indicates potential symptoms for tuberculosis such as fatigue, weight loss, night sweats, coughing, etc.

Hospitalization may be the preferable alternative, however. An inmate who is identified as symptomatic upon intake and not sent to the hospital shall be placed in isolation while a PPD is planted and read and sputums, specimens, and smears are

obtained. The inmate may only be released from isolation when the inmate is medically cleared by a physician as non-infectious. If the inmate is released from custody while in isolation pending outcome of the tuberculosis testing, the inmate shall be referred to an appropriate local hospital as determined through communication with WVRJ and/or State Health Department.

7.20.6. PPD Testing

TB screening of inmates shall be carried out at intake by health care staff through a symptom check with the admission process. Any individual identified as symptomatic consistent with TB shall be placed in negative pressure respiratory isolation and the on-call physician shall be contacted immediately for orders. Asymptomatic individuals shall receive the Mantoux skin test or a chest radiograph within fourteen (14) days of arrival. "Book-and-Release" intakes (inmates who are booked solely for the purpose of identification, and are immediately released from the jail) may be exempted from PPD testing.

For inmates held for the U.S. Marshall Service and Immigrations and Customs Enforcement, individuals shall receive the Mantoux skin test or a chest radiograph at admission. The Contractor shall cooperate with these agencies by providing appropriate TB test/clearance documentation upon request.

7.20.7. Wellness Rounds

Nursing staff shall make rounds every four (4) hours within the Admissions and intake area. It is imperative that the area be monitored closely for any crisis situations.

7.21. Transferring Inmates

Non-emergency inmate transfers require the following:

- Summaries, originals, or copies of the health record accompany the inmate to the receiving facility; health conditions, treatments, and allergies are included in the record
- Confidentiality of the health record
- Determination of suitability for travel based on medical evaluation, with particular attention given to communicable disease clearance
- Written instructions regarding medication or health interventions required en route for transporting officers separate from the medical record
- Specific precautions to be taken by transportation officers, including universal precautions and the use of masks and/or gloves
- A medical summary sheet is required for all inter- and intra-system transfers to maintain continuity of care. Information included does not require a release of information form.²⁵
- Inmates who are transferred to agencies and institutions outside of WVRJ shall have a health transfer summary completed to ensure that any current needs are identified, medications, diet, etc., and that any pending treatments or appointments are identified for follow-up.

7.22. Information on Health Services

The Contractor shall establish written information on how to access health services and on medical grievance procedures to be given out to incoming inmates during admission. This information shall be available both in English and in Spanish. In addition to written instruction, inmates shall be informed verbally by nursing personnel of how to access health services and on medical grievance procedures. When literacy or language problems prevent an inmate from understanding written information, the Contractor shall provide a staff member, translator, or translator service to assist the inmate. The Contractor shall ensure

²⁵ ACA – 4-ALDF-4D-27

that this information is readily available to the inmate population despite any potential physical disabilities or language barriers.²⁶

7.23. Health Assessment/Appraisal

The Contractor shall complete a full health assessment/history and physical examination within the first 14 calendar days of an inmate's arrival at WVRJ.²⁷ The history and physical need not occur immediately following admission, except for those inmates referred for chronic illness, but must be completed by the end of a two-week period. Priority for health assessment shall be given to those identified during the intake booking process to have chronic or infectious illness or other more urgent medical needs, and those with medications continued upon admission.

7.23.1. Data Collection and Recording

Health assessment/appraisal data collection and recording includes the following:

- A uniform process determined by the health authority
- Health history and vital signs collected by qualified health care personnel
- Collection of other health appraisal data performed only by qualified health personnel
- Review of the results of the medical examination, tests, and identification of problems is performed by a physician or mid-level practitioner, as allowed by law.²⁸

7.23.2. Health Assessment Components

Licensed and credentialed nurses or physicians shall conduct health assessments. Any inmate with medication continued during the intake process shall be evaluated fully by the provider as to the need for the medication on a continuing basis and the exact medication to utilize, i.e. continue the prior medication if non-formulary or convert to a formulary medication if therapeutic efficacy is demonstrable. The provider shall order laboratory tests for diagnostic purposes as indicated and the provider must sign off on all labs ordered.

7.23.3. Physician Review of Lab Findings

All lab results, in general, must be signed and dated by a physician to indicate review of the findings. This sign-off shall occur within a reasonable time to ensure that documents are available to be filed in the medical record promptly. Abnormal results that are of concern to the physician shall receive appropriate follow-up and the patient shall be informed. Minor abnormalities in lab findings remain the discretion of the physician regarding the need for further diagnostic work-up.

7.23.4. STD Testing

Contractor will comply with State of Virginia reporting requirements.

Routine diagnostic testing for sexually transmitted diseases is not generally available within the jail setting unless the individual exhibits signs and symptoms of a communicable disease. This information may be uncovered during the receiving or transfer screening, during medical examination or through the sick call process. Any individual identified with a sexually transmitted disease such as syphilis, gonorrhea, or chlamydia, shall be treated immediately to ensure treatment prior to release.

Screening for HIV, Hepatitis B or Hepatitis C shall be based on symptom description rather than routine lab testing for these illnesses. Individuals who seek testing shall be tested. All HIV testing is on a volunteer basis unless court ordered.

7.23.5. Forensic Testing

²⁶ ACA – 4-ALDF-4C-01

²⁷ ACA – 4-ALDF-4C-21

²⁸ ACA – 4-ALDF-4C-25

Health services staff that have a patient provider relationship shall not carry out court-ordered forensic testing or specimen collection. Individuals with no treatment responsibility, such as a medical assistant or phlebotomist, may be utilized; however, the preference is that no on-site health care staff participates in the process of forensic specimen collection, including HIV, DNA, blood for paternity determination, etc. Rather, outside providers from WVRJ or from an outside contracted lab shall obtain such specimens. The Contractor is not responsible for the cost of forensic testing; however, if a physician orders a toxicology screen for an inmate suspected of overdose for diagnostic or treatment reasons, the Contractor is responsible.

7.23.6. Immunizations

Immunizations, as indicated by provider order, shall be carried out in conjunction with ongoing inmate health care. It is the responsibility of the provider to determine need for immunizations. However, during flu season, based on availability of a sufficient quantity of the vaccine that the Contractor shall purchase from an outside company, flu vaccination shall be carried out for the inmate population according to clinical priority, i.e. chronically ill, immune compromised, frail elderly, etc. Pneumovax vaccination during this time is preferable as well according to physician order and protocol.

7.23.7. Readmission Assessment Criteria

Regardless of the number of admissions, the intake screening and initial H & P including PPD testing shall be completed by health care staff upon each admission.

7.23.8. Periodic Health Appraisal

Although most inmates' length of stay is of a short duration, some individuals may remain in custody a year or more. In such cases, the Medical Director shall establish a policy and procedure for routine periodic physical exams for health maintenance consistent with NCCHC, ACA, and professional standards whichever is sooner.²⁹ Age, gender and physical condition may dictate the increased frequency of the periodic examination. Inmates with chronic or long-term communicable illnesses shall receive a complete physical on an annual basis regardless of age or gender. In addition, inmates on psychotropic medication shall receive a complete physical examination on an annual basis to include blood level testing as appropriate.

7.24. **Non-Emergency Medical Requests**

The Contractor shall establish a system to respond to inmate requests for medical, dental, or mental health service. Individuals shall be seen by the appropriate level of health care team member for medical requests within the timeframe prescribed by NCCHC, VDOC, and ACA whichever is sooner. Dental complaints may be screened by a hygienist or by nursing staff if the dentist trains the staff appropriately. A psychiatric social worker shall screen all mental health requests including those requesting to be seen by the psychiatrist. The level of provider seen shall be established through the triage process by nursing staff.

Inmates in disciplinary areas shall have access to sick call on a routine basis with the same frequency as the general population. Nursing staff shall conduct rounds daily in any restricted or administrative segregation area and take note of any inmate complaints or medical issues. A log system may be utilized to document completion of this function, with inmate name, identification number, complaint, disposition and staff member name and date. Rounds shall be conducted daily in these areas with the medication administration process.

7.24.1. Inmate Requests

Inmate Requests, (commonly referred to as Sick Call Requests), are readily available to inmates in their housing units and are used by inmates to express their needs and

²⁹ ACA – 4-ALDF-4C-26

concerns to correctional staff, including the medical department. Inmates complete a paper inmate request for health services.

Inmate requests shall be retrieved from the housing units on a daily basis by medical staff. These requests shall be triaged daily by health professionals or trained health personnel. A priority system shall be used to schedule clinical services. The triage disposition shall be documented on the inmate request indicating disposition and name, date and time of the person carrying out triage. Inmate requests shall be triaged within 24 hours of receipt of the request. Clinical services shall be available to inmates in a clinical setting a minimum of five days a week and shall be performed by a physician or other qualified health care professional.³⁰

The Contractor shall group and file inmate requests chronologically in the inmate's medical record.

The Contractor shall return one copy of the answered inmate request to the inmate.

7.25. Sick Call

Actual sick call encounters shall be conducted by nursing or physician staffing for medical complaints, nursing or dental staff for dental complaints and a QMHP for mental health issues. Nurse sick call shall be available on-site daily including weekends and holidays. Physician sick call shall be conducted not less than five days per week at the WVRJ. The Contractor will be responsible for tracking, monitoring and reporting on the status of request.

7.25.1. Sick Call Visit Environment

Medical exams and procedures shall be carried out in an appropriate clinical environment and not in open areas, hallways, or corridors where privacy is lacking and confidentiality is at risk. Exam and treatment rooms shall be properly equipped with an exam table, mayo stand, gooseneck lamp, oto/ophthalmoscope, thermometer, blood pressure cuff and stethoscope and scale. If hand washing facilities are not available in each room, then appropriate antibiotic/antiseptic cleansing gel shall be utilized.

7.25.2. Triage

If the inmate is seen by a nurse at a sick call visit and the nurse determines that the individual needs to see a higher level of medical professional, the inmate shall be scheduled for a physician visit. Non-emergent physician appointments shall be scheduled for the physician's next available appointment time, normally within two business days

7.26. Emergency Services

7.26.1. Emergency Plan

The Contractor shall establish an emergency plan that provides 24-hour emergency medical, dental, and mental health services. Services include the following:

- On-site emergency first aid and crisis intervention
- Emergency evacuation of the inmate from the facility
- Use of an emergency medical vehicle
- Use of one or more designated hospital emergency rooms or other appropriate health facilities
- Emergency on-call or physician, dentist, and mental health professional services are available 24-hours per day, when the emergency health facility is not located in a nearby community
- Security procedures ensure the immediate transfer of inmates, when appropriate.³¹

³⁰ ACA – 4-ALDF-4C-03

³¹ ACA – 4-ALDF-4C-08

7.26.2. Emergency Transportation

The Contractor shall establish agreements with local ambulance services to transport inmates to medical facilities for emergency treatment. The Contractor shall bear the cost of such emergency transportation.

7.26.3. Emergency Access to Medical Care

Routine orientation for security and health staff shall include the process for inmate access to emergency treatment during all hours of the day or night. Inmates shall be informed by the intake medical staff of the process for routine care and emergency access to care when the inmates arrive at Admissions. Nurses may be asked to respond to the housing units or other locations within the facilities or the inmate may be brought to the health service unit, depending upon the nature of the emergency complaint. If the inmate is brought to the health services area, s/he may be transported by wheelchair or gurney rather than escorted to the unit on foot. Nurses may also provide phone triage. Security staff should provide an escort during an emergency.

7.27. **Written and Verbal Clinicians' Orders**

Written, verbal or telephone orders may be initiated by a mid-level provider, physician, dentist or psychiatrist within the jail health services. Health care staff may only respond to a verbal or telephone order and shall not initiate orders. Health care staff shall note the provider orders within six to eight hours of appointment. If a medical unit clerk or ward clerk transcribes orders, the order must still be noted by a nurse within the eight-hour time frame. Orders shall be carried out according to instruction. A physician shall cosign verbal or telephone orders within 72 hours.

7.28. **Referral Services**

Inmates who need health care beyond the resources available in the facility, as determined by the responsible physician, are transferred under appropriate security provisions to a facility where such care is on call or available 24 hours per day. The Contractor shall maintain a written list of referral sources which includes emergency and routine care. The list shall be reviewed and updated annually.³²

7.28.1. Patient Transport - Scheduled

Patient transport is the responsibility of WVRJ for routine medical appointments off-site. It is the responsibility of the Contractor for emergency services as well as for routine medical or other clinical appointments off-site necessitating the use of a chair car or other handicapped accessible vehicle. Nursing staff or the physician shall determine the appropriate mode of transportation for both appointments and emergencies.

7.28.2. Scheduling

Nursing staff shall notify the Intake Lieutenant and Transportation Sergeant or designee on a daily basis of pending medical off-site appointments as much in advance as possible so that security staff may be scheduled to carry out the transport. Given that medical trips are often conducted by custody staff on an overtime basis, as much advance notice to WVRJ as possible is required.

The Contractor shall work cooperatively with WVRJ in the scheduling of off-site appointments and attempt to accommodate scheduling to minimize security supervision overtime. Appointments shall be clustered if possible for ease of transport. The Health Service Administrator shall identify, track and monitor appointments that are missed for lack of security escort, as this should be a rare occurrence. These cases should be reviewed with WVRJ on a routine basis and

³² ACA – 4-ALDF-4C-05

reviewed during quality improvement meetings. Other reasons for missed appointments shall be monitored as well such as absence from the facility for court, a visit, refusal, etc. These factors should be monitored and reported on as well to minimize missed appointments.

7.28.3. On-Site Services

The goal of WVRJ is to have services delivered on-site to the extent feasible including physician specialty and subspecialty clinics. These on-site clinics shall include orthopedics, optometry, obstetrics and gynecology, and others as determined necessary by Contractor. If three or more inmates are scheduled within a two-week time for a particular specialty, the Contractor shall make every effort to bring this specialty service on-site whether for a one-time or recurring basis.

7.28.4. Medication or Diet during Transport

Although jail transport is generally not lengthy travel or overnight stays, inmates may need medications during a day off-site for clinic appointments. If the inmate needs to have medication during his/her absence from the facility and the medication is not KOP, the security staff shall be given the pre-packaged dose for distribution to the inmate at the time identified on the envelope. If the medication is KOP, the inmate may carry the medication in an envelope on his/her person for the visit. If the inmate being transported is a diabetic inmate or other inmate with a special medical diet, the health services staff will direct the kitchen to prepare a package lunch for the transport to meet the dietary requirements.

7.28.5. Documentation with Off-Site Encounters

Both routine and emergency transportation shall include at least minimal medical documentation. If the transport is for an off-site medical or dental appointment, a consult request shall be included and a copy of the latest lab, x-ray or other diagnostic information may be attached. If the transport is for an emergency, a transfer summary shall be completed. In either case, the medical record document shall be sealed in an envelope and nursing shall provide the envelope to the escorting security staff for delivery to the off-site or emergency provider. Return documentation should be included as well with a consult follow-up or other progress note and plan from a specialty visit and a disposition form from the emergency room. Return documentation should be handled by the security escort staff and returned to the nursing staff member designated at the sites.

7.29. **Mental Health Program**

Mental health services shall include as a minimum:

- Screening for mental health problems on intake on the approved validated brief jail mental health screening form as approved by the mental health professional and as provided in NCCHC, VADOC, and ACA standards.³³
- Referral to the Contractor's psychiatrist for the detection, diagnosis, and treatment of mental illness.
- Crisis intervention and management of acute psychiatric episodes.
- Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
- Referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the facility.
- Obtaining and documenting informed consent.³⁴
- The Contractor's mental health services and activities shall be approved by the appropriate mental health authority.³⁵

³³ ACA – 4-ALDF-4C-29

³⁴ ACA – 4-ALDF-4C-27

7.29.1. Mental Health Evaluation

The mental health evaluation shall be one key component of the comprehensive jail mental health program established by the Contractor. The clinical services provided shall be consistent with the community while emphasizing prevention, identification, early intervention and aggressive treatment of mental disorders with the goal of reducing the frequency and duration of episodes of serious mental illness. The goal shall be to provide services to the inmate such that s/he is able to function to the best of their potential ability. All inmates shall be considered as eligible for mental health services with the priority given to those individuals identified as most severely impaired by serious mental disorder, the most dangerous to themselves or others, and those who exhibit an inability to function within the general population setting of the detention facilities. The existence of a mental disease or disorder as categorized within the American Psychiatric Association's Diagnostic and Statistical Manual (5-TR) of Mental Disorders shall be the basis for service consideration. Axis II disorders including antisocial and borderline personality disorders shall be evaluated for group intervention based on individual need. The mental health team shall also work with preventive or promotive programs including psycho-educational or cognitive behavior programs focusing on topics such as anger management, impulse control, or substance abuse, as examples.

7.29.2. Evaluation Priority

The Contractor shall establish a process for the systematic mental health evaluation of inmates within the timeframe prescribed by NCCHC, BLRJ, or ACA whichever is sooner.

7.29.3. Documentation Guidelines

Documentation of the mental health evaluation shall be consistent and standardized and placed within the confidential medical record. All mental health records and dental documentation shall be placed in the one comprehensive medical record. The one medical record, identified by the inmate's Name Number, shall be the single repository for all documentation related to health or mental health care regardless of the profession of the individual staff member completing the form or note.

7.29.4. Crisis Intervention and Disposition

Any individual inmate found to be in need of urgent follow-up is identified by the mental health professional/QMHP at the time of the booking screening or mental health evaluation unless previously referred by members of the security or health care staff or other jail staff person. If the inmate is in need of immediate intervention, the QMHP shall determine the appropriate disposition among the options available – emergency inpatient mental health transfer through civil commitment (limited availability or use), placement in a mental health special needs area (where suicide watch or therapeutic restraint occur) or placement in mental health housing for the more chronic mentally ill. Written criteria and protocol shall be implemented for each potential mental health placement option and a referral process delineated in detail.

7.29.5. Evaluation Components

The mental health evaluation/appraisal shall be in accordance with NCCHC, VADOC, and ACA standards and minimally consist of a structured patient interview with a mental health professional (mental health professional defined primarily as independently licensed clinical social worker, QMHP, but may also include psychiatry or licensed doctoral level psychology staff, or advanced practice registered nurse with a psychiatric clinical specialty) prior to the 14th day of inmate custody within the jail. Inmates who are referred as a result of the mental health screening or by staff referral

will receive a comprehensive mental health evaluation by a licensed mental health professional within 14 days of the referral. Mental health examinations must include a minimum of:³⁶

- Review of mental health screening and appraisal data
- Assessment of current mental status and condition with direct observations of behavior
- Assessment of current suicidal and person specific circumstances that increase suicide potential.
- Assessment of violence potential and person specific circumstances that increase violence potential.
- Review of available historical records of public or private inpatient and outpatient psychiatric treatment, psychotherapy, psycho-educational groups, classes, or support groups.
- Review of history and current treatment with psychotropic medication
- Review of History and current drug and alcohol treatment.
- Review of history of sexual abuse-victimization and predatory behavior
- Assessment of drug and alcohol abuse and/or addiction
- Collection and review of additional data from individual diagnostic interviews and test assessing personality, intellect, and coping abilities.
- Use of additional assessment tools, as indicated.
- Referral to treatment as indicated.
- Development of a treatment/management plan, including recommendations concerning housing, job assignment, and program participation.
- History of child abuse.
- History of serious head trauma with even momentary loss of consciousness.
- History of seizure activity and cause if identified – alcohol, withdrawal, head trauma, etc.
- Transfer to a mental health facility for inmates whose psychiatric needs exceed the treatment capability of the facility.

7.29.6. Intellectual Functioning

If an inmate is identified as potentially mentally challenged/developmentally disabled during the booking process, receiving screening, mental health evaluation, or otherwise, the inmate shall be referred to a mental health professional for assessment. Mental health staff shall work together with education staff in basic screening for intelligence and in obtaining prior documentation from a community setting regarding these needs, school or state's mental retardation agency. If the inmate has difficulty in functioning within general population due to his limited intelligence or may be victimized, this inmate shall be considered by the mental health staff for placement into one of several mental health housing units that provide a more sheltered and protected environment.

7.29.7. Mental Health Referrals

³⁶ ACA – 4-ALDF-4C-30

The Contractor shall ensure inmates referred for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed within 14 days of the referral request date.³⁷

7.29.8. Mental Illness and Developmental Disability

Inmates with severe mental illness or who are severely developmentally disabled shall receive a mental health evaluation. Where appropriate, these inmates are referred for placement in non-correctional facilities or in units specifically designated for handling this type of individual.³⁸

7.29.9. Transfer

The Contractor shall ensure due process is ensured prior to a transfer that results in an inmate's placement in a non-correctional facility or in a special unit within the facility, specifically designated for the care and treatment of severely mentally ill or developmentally disabled. Procedures for transfer shall comply with federal, state, and local law. In emergency situations, a hearing is held as soon as possible after the transfer.³⁹

7.30. **Dental Program**

Dental services shall be scheduled for full days and carried out according to the staffing plan. Dental services shall include a licensed dentist and a dental assistant who has experience. A qualified health care professional, trained by the dentist, may be used for screening dental sick calls. Toothbrushes and toothpaste along with all other personal hygiene items are available in the WVRJ through commissary or via the indigence procedure. The availability of dental floss is subject to review and approval by WVRJ.

7.30.1. Oral Screening

The Contractor shall maintain a system for the oral screening of inmates prior to or in conjunction with the health assessment/physical exam, within 14 days of receiving screening. This oral screening may be conducted by nursing staff or other health staff who are trained by the dentist to visually identify gross abnormalities of the teeth and gums, to identify swelling and infection, and to respond to an inmate's complaint of acute dental pain. Antibiotic and analgesic orders may be initiated by nursing based upon a verbal or telephone order by the dentist or physician. Nursing may not initiate legend medications from a generic standing order. The dentist shall also participate in the development of the formulary to ensure that dental is represented in the areas of antibiotics, analgesic, and other items such as rinses that may be by prescription only.

7.30.2. Priority of Dental Treatment

Dental services shall be focused on emergency treatment for acute pain, swelling and infection. Restorative care such as routine fillings will be available on a limited basis depending upon availability of the dentist. Prophylactic care such as routine cleaning is unavailable in the detention setting due to the short length of stay. Individuals with prolonged lengths of stay that may be up to a year, or rarely more, shall be given priority for restorative care. An oral examination shall be performed by a dentist within 12 months of admission. Dental lab services shall be available through the Contractor but utilization will be minimal with focus on those individuals without teeth or with an insufficient number of teeth in opposition to masticate properly. Partials will be given priority for mastication rather than aesthetics and temporary devices may be provided, e.g. a "flipper."

7.31. **Assessment Protocols**

³⁷ ACA – 4-ALDF-4C-31

³⁸ ACA – 4-ALDF-4C-34

³⁹ ACA – 4-ALDF-4D-20

The Contractor shall establish and implement assessment protocols to be utilized by health care staff within the jail setting. These protocols shall be reviewed and approved initially by the Director of Nursing and the Medical Director and shall be reviewed and updated or revised as needed on at least an annual basis. New protocols may be added at any time as the need is identified.

7.31.1. Nursing Protocol Procedures

These nursing assessment protocols are not restricted to the use of routine OTC products. Protocols utilized by health care staff need to be individually cosigned; however, the Medical Director reviews and approves each protocol. Treatment with legend drugs may be initiated by nursing staff with a valid provider order (written, verbal or telephone). If the provider order is verbal or by telephonic, it shall be cosigned within 72 hours the physician accepting responsibility for the order.

7.31.2. Clinical Pathways

Clinical guidelines or clinical pathways that are evidence and criteria-based that are utilized by mid-level providers, physicians or psychiatrists may be utilized and are not considered assessment protocols (designed for health care staff use). These pathways or guidelines, usually disease-specific, should be customized to the jail setting and to the individual patient. Guidelines such as these are encouraged but are not mandatory.

7.31.3. Chronic Disease Monitoring

Inmates with chronic conditions such as hypertension, diabetes, and other diseases shall receive periodic care and treatment that includes:

- Monitoring of medications
- Laboratory testing
- Use of chronic care clinics⁴⁰

Inmates identified during the intake medical screening or subsequent examination as chronically ill and in need of ongoing treatment shall receive a treatment plan. The treatment plan may be initiated by a mid-level provider or physician and shall dictate the frequency of evaluation and monitoring. The Contractor shall ensure that the frequency identified in the treatment plan is met and that the related diagnostic blood work, or other monitoring instruments such as therapeutic diet compliance, etc., is completed in advance of the periodic chronic disease visit. These encounters may be performed by a mid-level provider, physician or psychiatrist in the event of a chronic mental illness.

7.32. Continuity of Care

The Contractor shall provide continuity of care from admission to transfer or discharge from the facility, including referral to community-based providers, when indicated.⁴¹

The intake receiving screening is the initiation of continuity of care for the inmate patient upon admission to the detention facilities. If the individual is on medications, attempts shall be made to obtain prior records or at least prior prescription history, verbal if not written. The transfer summary upon movement among the facilities ensures that there is no interruption in the health service delivery through the sharing of relevant health information.

Aftercare is a significant challenge for a large urban jail setting given the extremely rapid turnaround of most of the individuals. Linkage with community clinics, health departments, indigent care facilities, shelters and mental health facilities shall be established for release

⁴⁰ ACA - 4-ALDF-4C-19

⁴¹ ACA - 4-ALDF-4C-04

planning. The contractor shall provide one full-time discharge planner and establish a referral network and consolidate this information into a concise folder for staff use when coordinating linkage for care upon release. This manual shall include local resources available, primarily for indigent or Medicaid care, sexually transmitted diseases, infectious diseases such as HIV or Hepatitis, chronic illnesses and the mentally ill. When the health care staff is aware in advance of the inmate's pending departure, a designee shall make every attempt to schedule follow-up in the community after release. Every attempt should be made by the jail staff to inform health services of pending releases or transfers with as much notice as possible to ensure continuity of care. Regardless of advance notice of pending release, health services staff shall inform and educate inmates about local resources available through such means as a community resource manual and discussion of these resources during incarceration. Contractor shall coordinate with WVRJ staff to facilitate enrollment of eligible inmates in Medicaid upon re-entry.

If there is advance notice of the inmate's release, the Contractor's staff shall prepare a discharge summary, like a transfer summary, that provides the inmate with a summary of his/her care and needs. Providing this to the inmate for him/her to carry and to use with the next provider in the community is of benefit.

7.33. Health Evaluation of Inmates in Restricted Housing

7.33.1. Nursing Rounds

Nursing staff shall conduct routine rounds within the disciplinary or restricted housing areas daily in conjunction with medication administration. These screening rounds may be documented on a log or other group format listing individuals and dispositions or they may be documented individually on progress notes. If an inmate is removed from his/her cell to an examination room or interview room to see a nurse or other healthcare or mental health care professional, a progress note shall correspond with the staff name, title and date. Inmates within restricted housing shall have the same access to health care as the general population and sick call shall be available on the same frequency. Documented 15-day restricted housing assessments are required in compliance with VADOC standards.

7.33.2. Mental Health Rounds

In addition, a designated mental health professional shall conduct rounds in the restricted housing areas seven (7) days per week to make contact with inmates in this setting and to determine if any individuals are decompensating within the restrictive environment due to mental illness. Furthermore, inmates with serious mental illness who receive disciplinary action resulting in punitive restricted housing shall be assessed by a mental health professional as to the appropriateness of the placement timing given the mental condition of the inmate.

7.34. Health Education and Promotion

Inmates shall receive essential and basic information about diet, infectious diseases, chronic illnesses, drug abuse, hygiene, fitness and exercise, smoking cessation and other relevant topics from the health services staff. This may be accomplished in a variety of ways including ensuring the availability of educational and instructional pamphlets in the booking area or in other inmate waiting areas such as holding for court, health services unit, and within the housing units. Videos may be utilized in waiting areas and staff may offer groups on particular topics of inmate interest for sign-up in advance. At least one topic important to this population shall be offered monthly by health services staff.

7.34.1. Diet

The Contractor shall provide health education and wellness information to all inmates.⁴²

The Contractor shall develop a program for ordering, educating and monitoring special medical diets. These diets shall only be ordered by a provider to include the mid-level providers, physicians and dentist. Therapeutic diets shall be kept to a minimum based on essential clinical need rather than individual preference. Only the Medical Director shall determine the need for a diet related to a self-reported food allergy. In general, inmates shall be instructed on self-care and dietary exchanges to promote the ability to make appropriate choices when returned to the community. The Contractor shall work closely with WVRJ's current Food Service's contracted Registered Dietician in the development of the special diet. Should WVRJ need assistance with finding a registered dietitian to complete biennial reviews of the menus and therapeutic diets, the Contractor shall assist.

7.34.2. Exercise

The Contractor shall work with the Superintendent to ensure exercise areas are available to meet exercise and physical therapy requirements of individual treatment plans.⁴³

The Contractor shall develop handout materials for large-muscle, aerobic exercise that may be carried out in small spaces. These materials shall be distributed to inmates upon interest and request with a particular focus on disciplinary areas where restrictions are more rigid.

7.34.3. Personal Hygiene

WVRJ is responsible to provide personal hygiene items to inmates on a regularly occurring basis. These hygiene items minimally include soap, comb, toothbrush, toothpaste, toilet paper and sanitary napkins or tampons for the women. The Contractor is not obligated to provide any hygiene items and is discouraged from ordering special soaps or toothpastes based on inmate preference. Should a clinical need for a special soap be demonstrated, the Contractor shall bear that expense as a medical supply/OTC item.

7.34.4. Use of Tobacco Products

WVRJ maintains tobacco-free facilities for the inmate population. Health services staff shall consider these facilities to be tobacco-free and not bring items such as cigarettes or other tobacco products that are contraband into the jails.

7.35. **Special Needs and Services**

Communication on Special Needs Patients

7.35.1. Open Communication

The Contractor shall ensure timely and accurate communication with jail staff regarding any inmate with special needs and the impact of those special conditions on admission to the jail, housing and placement, work/school/program assignments, disciplinary actions, transfers among the facilities and release/aftercare planning. Special needs inmates include those individuals with physical disability, geriatric, communicable diseases, chronic debilitating illnesses, the physically handicapped, mentally handicapped and developmentally disabled, mentally ill inmates and pregnant inmates. The Contractor shall develop a formal process for review of and communication regarding these special needs individuals. Special needs treatment plans shall be developed in conjunction with the admission physical. Transfer to another jurisdiction shall require the completion of a transfer summary by the health

⁴² ACA – 4AFLD-4C-21

⁴³ ACA – 4-ALDF-4C-41

care staff to ensure continuity of care and sharing of information. When immediate action is required, consultation to review the appropriateness of the action occurs as soon as possible, but no later than 72 hours.⁴⁴

7.35.2. Case Conferences

Inmates identified as special needs will be discussed, at a minimum, at the monthly Medical Audit Committee meeting to facilitate a multi-disciplinary approach for communicating and collaborating among the professions regarding a consistent treatment approach for a specific challenging individual. Additional case management meetings may be called by either the Contractor or Jail Administration as they see fit and the case review shall be scheduled within three business days. Jail Administration may designate security staff, program staff or other WVRJ employees to participate. The Contractor shall cooperate and chair such special needs case conferences.

7.35.3. Special Needs Treatment Plans

The Contractor shall establish a treatment plan for inmates who require close medical supervision, including chronic and convalescent care. The plan shall include directions to health care and other personnel regarding their role in the care and supervision of the patient. The plan shall be approved by the appropriate licensed physician, dentist, or mental health practitioner for each inmate.⁴⁵

Special needs inmates, including chronically ill, those with infectious diseases, mentally ill or mentally challenged/developmentally disabled, frail elderly, terminally ill or disabled physically, are those that the Contractor shall establish a written special needs treatment plan. Either a mid-level provider or physician can develop the treatment plan or, in the case of mental illness, the psychiatric social worker or psychiatrist. When feasible, treatment plans should maintain connections between inmates and the community agencies that have been or will be serving them.

This special needs treatment plan (for medical issues) shall minimally include information regarding medications, therapeutic diet, specialty appointments and consults, any diagnostic work-up that is ordered, housing assignment disposition, impact on ability to function in general population if any, impact on programming and school, and frequency of follow-up indicated. These treatment plans shall be initiated in conjunction with the health assessment and initial physical examination.

Frequency of review and update is based on the orders of the provider and must be specified although the orders may be changed on each visit depending on the clinical presentation of the inmate. In any event, orders shall not be written for duration of longer than 180 days without an encounter with a provider. Standardized forms and format shall be utilized and all materials to enter the health record shall contain the provider's name, title and date (may also include time). The mental health treatment plan for special needs mentally ill patients will be established by the mental health staff with the provisions established by the Chief Psychiatrist and Director of Mental Health.

7.35.4. Suicide Prevention

The Suicide Prevention Program is approved by the health authority, the staff psychiatrist and the facility administrator. It includes specific procedures for handling intake, screening, identifying, and supervising of a suicide-prone inmate and is signed and reviewed annually. The program includes staff and inmate critical incident debriefing that covers the management of suicidal incidents, Suicide Watch, and death of an inmate or staff member. It ensures a review of critical incidents by

⁴⁴ ACA – 4-ALDF-4C-40

⁴⁵ ACA – 4-ALDF-4C-07

administration, security, and health services. The Contractor's program shall provide training on program implementation, on an annual basis, for all staff with the responsibility of inmate supervision.⁴⁶

7.35.5. Suicide Prevention Program and Plan

The Contractor shall develop a comprehensive and thorough suicide prevention program that encompasses all aspects and staff training within the detention facilities including security staff, health and mental health staff, and inmates. The program must be approved by WVRJ and shall minimally include the following elements: training (security, health/mental health), identification and assessment, referral, monitoring, housing assignment/placement, communication among all disciplines for one treatment approach by all staff, intervention and notification, reporting and quality improvement review of each gesture or attempt.

7.35.6. Suicide Plan Contents

The Contractor shall establish a suicide prevention plan that begins with an aggressive early identification program with health, mental health and security staff at the booking process. At-risk individuals shall be identified and referred regardless of current actions or behavior as a preventive step and these at risk individuals shall be defined by a licensed mental health professional, i.e. intoxicated, under the influence of unknown substances, mentally ill, prominent citizen, or first arrest. The admission to jail is one of the highest risk times while others include return from court, receiving a significant sentence, loss of appeal, loss of loved one or loss of children to foster care/adoption, or sexual assault. The Contractor shall take these aspects into consideration in the suicide prevention plan.

7.35.7. Suicide Watch

The suicide prevention guidelines shall clearly identify how a suicide watch is initiated, what the definition of a watch is and the potential levels of observation involved, the process involved in clearing an individual from watch, recommended frequency of observation, staff performing observation, and suggested documentation guidelines for all involved in the process.

7.35.8. Utilization Statistics

The Director of Mental Health shall produce monthly statistics that provide insight and information regarding the inmate population. A report containing these statistics shall be delivered to the Superintendent, Program Manager and Contract Monitor on a monthly basis, by the 7th of each month for the month prior. Suicide attempts, gestures and ideation shall be defined and differentiated when reported. The report shall also include statistical information regarding inmate contacts by the QMHPs and M.D., and types of mental health diagnoses identified within the inmate population. Additional statistics include inmates on psychotropic medications as a percent of population and in raw numbers, the top five psychiatric medications utilized by price, the top five psychotropic utilized by frequency and volume, a total list of the psychotropic orders by drug name and dosage with identification of formulary v. non-formulary, indications of continuation of medications from admission v. change of medication to another therapeutic agent. The Director of Mental Health staff will work closely with the pharmacy provider to ensure the monthly availability of this information for review and submission to WVRJ.

7.35.9. Psychological Autopsy

Any successful suicide shall receive a specialized mortality review, to a psychological autopsy within 30 days of the incident in accordance with NCCHC standards. This

⁴⁶ ACA – 4-ALDF-4C-32

quality improvement initiative shall focus on the individual from admission through death and identify key points and reactions. Every effort shall be made to use this opportunity as a learning experience rather than assignment of fault or blame. This “psychological autopsy” shall include a quality improvement / debriefing session chaired by the Director of Mental Health, and shall include at a minimum the mental health staff including Chief Psychiatrist, the Medical Director, Health Services Administrator, and jail staff designated by the Superintendent. The purpose of this session would be quality improvement: prevention of future suicides. A similar debriefing and quality improvement meeting should be held whenever there has been a serious suicide attempt.

7.36. Intoxication and Withdrawal

7.36.1. Detoxification Protocol

The Medical Director shall establish a detoxification protocol or clinical pathway for the on-site treatment of mild to moderate intoxication and/or withdrawal. Individuals in acute withdrawal or frank delirium tremors shall be rejected at admission by the intake health care staff and referred for immediate inpatient hospital treatment and evaluation. The Medical Director shall develop the detoxification protocol with emphasis on the drugs of choice for the surrounding community and the types of intoxication and withdrawal most commonly encountered in the local jail. Only a mid-level provider or physician can initiate an order for detoxification and legend medication. The protocol shall describe location/placement, frequency of observation and monitoring, length of stay and IV therapy (hydration), if applicable. Medications for detoxification may only be managed by nursing with an appropriate practitioner order (the order may be verbal or telephone). Detoxification protocol shall be in compliance with NCCHC, VADOC, and ACA Standards.⁴⁷

7.36.2. Pregnancy and Withdrawal

Pregnant inmates who are entering the stages of withdrawal shall be promptly triaged and evaluated rather than allowing the withdrawal to move forward. The Contractor shall have systems in place to identify the pregnant, high risk inmate upon admission, and for clinical follow-up during incarceration including routine prenatal care and maternal counseling. It is preferred that the medical director has the capabilities to prescribe Buprenorphine.

7.36.3. Intake Pregnancy Questioning

Women who are received into the facility shall be questioned during the intake receiving screening by health care staff regarding potential pregnancy and last date of menstruation. If there is the slightest indication that the individual may be pregnant, she is treated as such until she is ruled out through a urine pregnancy test and physical examination/health assessment. Not all women entering through booking or transfer shall receive a urine pregnancy test. Rather, at that time the focus is on the self-reporting and verbal history.

7.36.4. Elements of Prenatal Program

All pregnant women shall receive community standard prenatal care including routine vital signs, urine monitoring, evaluation of fetal progress and size, with prenatal vitamins ordered. A thorough prenatal history shall be obtained and documented as well as patient history regarding prior pregnancies, number of pregnancies v. live births, complications during pregnancy, etc. The pregnant women shall receive their prenatal care through an appropriately qualified and credentialed provider. This provider shall meet one or more of the following qualifications: obstetrician (board

⁴⁷ ACA – 4-ALDF-4C-36

certified or board eligible if pending sitting for the board examination after completion of an obstetrics residency), a family practitioner (board certified), a nurse midwife or specially trained obstetrics/prenatal mid-level provider.

7.37. Management of Chemical Dependency

The Contractor shall ensure inmates have access to a chemical dependency treatment program. The clinical management of chemically dependent inmates shall include, as a minimum, the following:

- A standardized diagnostic needs assessment administered to determine the extent of use, abuse, dependency, and/or co-dependency.
- An individualized treatment plan developed and implemented by a multi-disciplinary clinical team that includes medical, mental health, and substance abuse professionals.
- Pre-release relapse-prevention education, including risk management.
- Inmate involvement in aftercare discharge plans.⁴⁸

7.38. Inmates with Alcohol or Other Drug Problems

The Contractor shall establish a practice for the early identification, assessment, intervention and treatment of inmates with alcohol or drug dependency. Intake health care staff conducting mental health screenings and evaluations at admission shall also work to identify any individual in need of intervention for drug and/or alcohol addiction.

7.39. Sexual Assault

The Contractor shall ensure that information is provided to offenders about sexual abuse/assault including:

- Prevention/intervention
- Self-protection
- Reporting sexual abuse/assault
- Treatment and counseling

The information shall be communicated orally and in writing, in a language clearly understood by the offender, upon being booked into the facility.⁴⁹

Inmates shall be screened within 24 hours of being booked into the facility for potential vulnerabilities or tendencies of acting out with sexual aggressive behavior. Housing assignments are made accordingly.⁵⁰

The Contractor shall cooperate with WVRJ to ensure an investigation is conducted and documented whenever a sexual assault or threat is reported.⁵¹

The Contractor shall ensure inmates identified as high risk with a history of sexual assaultive behavior are assessed by mental health or other qualified professional. Inmates with a history of sexual assaultive behavior are identified, monitored, and counseled.⁵²

The Contractor shall ensure inmates identified as at risk for sexual victimization are assessed by a mental health or other qualified professional. Inmates identified as at risk for sexual victimization are identified, monitored, and counseled.⁵³

The Contractor understands and shall provide training to their staff that sexual conduct between staff and inmates, volunteers or contract personnel and inmates, regardless of consensual status, is prohibited and subject to administrative and criminal disciplinary sanctions.⁵⁴

⁴⁸ ACA – 4-ALDF-4C-37

⁴⁹ ACA – 4-ALDF-2A-29

⁵⁰ ACA – 4-ALDF-4D-22-1

⁵¹ ACA – 4-ALDF-4D-22-2

⁵² ACA – 4-ALDF-4D-22-3

⁵³ ACA – 4-ALDF-4D-22-4

⁵⁴ ACA – 4-ALDF-4D-22-5

Victims of sexual assault shall be referred under appropriate security provisions to a community facility for treatment and gathering of evidence.⁵⁵

7.39.1. Reported at Intake

If an inmate identifies to intake health care staff that s/he has been sexually assaulted prior to admission to the jail, the inmate shall be referred immediately to a WVRJ law enforcement officer for nexus to the proper local investigative agency. Upon admission to the jail, either before or after the sexual assault criminal investigation has been conducted, the Contractor will be responsible for providing initial treatment for communicable disease and/or pregnancy, screening for HIV, Hepatitis B and Hepatitis C, a mental health component for initial crisis intervention, and required follow up care.

7.39.2. Reported During Incarceration

The same guidelines shall apply for an alleged sexual assault occurring during incarceration. There shall be an immediate referral to qualified health care staff, mid-level provider or physician. The Contractor shall ensure that the incident is documented fully as delineated by the jail and that the situation is reported to WVRJ for investigation.

7.39.3. Evidence Collection and Crisis Intervention

In either situation of pre-booking or during incarceration sexual assault, in no case shall the on-site nursing or medical staff be involved with the collection of physical evidence. Testing of the alleged attacker is subject to state and federal laws and shall not be conducted by Contractor staff, as it is a forensic specimen collection. Follow-up lab testing such as repeat HIV or other infectious disease screening and ongoing mental health counseling shall occur on-site and shall be provided by the Contractor. All post-assault treatments available to the general public, such as “morning after” contraception, shall be made available to inmate victims.

7.40. Orthoses, Prostheses, and Other Aids to Impairment

When the health of the inmate would otherwise be adversely affected, as determined the responsible physician or dentist, The Contractor shall provide medical or dental adaptive devices.⁵⁶

7.40.1. Types of Devices

The Contractor shall provide orthotic or prosthetic devices when the health of the inmate would be otherwise compromised. Such devices may include dental prosthetics, orthotic devices such as splints, immobilizers, braces or special shoes or inserts, as well as glasses, contact lenses or other artificial item to replace an absent body component. Glasses and hearing aids are included as well and shall be the responsibility of the Contractor based upon clinical need as determined by a physician or dentist. The dentist, in concert with the Medical Director, shall determine the necessity of continuing orthodontic care on an inmate admitted who has braces in place. If critical, the inmate should be taken to his existing orthodontist for follow-up but the Contractor may make alternative arrangements should the situation arrive.

7.40.2. Vision Screening

Inmates must seek out health services through a sick call or other such request to be evaluated for the need of corrective lenses and the criteria for glasses is based on potential impact on health and ability to function. Individuals may keep the glasses or

⁵⁵ ACA – 4-ALDF-4D-22-6

⁵⁶ ACA – 4-ALDF-4C-35

contacts that they are admitted with but they are responsible to maintain them safely and securely. The Contractor shall establish an agreement with an optometrist for vision services with the services being provided on-site. Corrective lenses provided by the Contractor shall be made of safety materials, both frames and lenses. The Contractor shall not be obligated to provide contact lenses or tinted lenses unless the ophthalmologist determines that the individual is unable to see with corrective lenses and requires contacts or is extremely photosensitive. In the event of contact lenses, the inmate is responsible for cleaning and related solutions, storage, etc.

7.40.3. Hearing Aids

The Contractor is not required to perform audiology screening on inmates. However, if an inmate is significantly hearing impaired as to impede his/her ability to function in a general population setting, the inmate shall be referred to health services for evaluation of the need for a hearing aid. The inmate may self-refer, the jail staff inform health services staff, or a referral from another health or mental health provider may initiate the evaluation for hearing aid(s). Initial consideration or replacements of assistive devices for hearing impairment are contingent upon the determination by the Medical Director that the devices are necessary for functioning and to prevent further deterioration.

7.41. Health Records

The Contractor shall maintain the electronic health record file to contain the following items filed in a uniform manner:

- Patient identification on each sheet
- A completed receiving screening form
- Health appraisal data forms
- A problem summary list
- A record of immunizations
- All findings, diagnoses, treatments, and dispositions
- A record of prescribed medications and their administration records, if applicable
- Laboratory, x-ray, and diagnostic studies
- The place, date, and time of health encounters
- Health service reports
- An individualized treatment plan, when applicable
- Progress reports
- A discharge summary of hospitalization and other termination summaries
- A legible signature and the title of the provider (may use ink, type, or stamp under the signature)
- Consent and refusal forms
- Release of information forms
- The method of recording entries in the records, the form and format of the records, and the procedures for their maintenance and safekeeping are approved by the health authority. The health record is made available to, and is used for documentation by all practitioners.⁵⁷
- Inactive health record files are retained as permanent records in compliance with the legal requirements of the jurisdiction. Health record information is transmitted to specific and designated physicians or medical facilities in the community upon written request or authorization of the inmate.⁵⁸

7.41.1. Information Technology Requirements

⁵⁷ ACA - 4-ALDF-4D-26

⁵⁸ ACA - 4-ALDF-4D-28

WVRJ currently utilizes CorEMR. If the Offeror chooses not to utilize the system provided the Offeror will be responsible for the cost to implement the system of their choice. At the conclusion of this contract the EHR will belong to WVRJ. WVRJ will become the licensee and will be responsible for all maintenance and license fee at the same negotiate price offered to the Offeror.

If the Offeror chooses to implement their system; the system must provide a multi-directional interface with the following systems: WVRJ's offender management software (OMS), pharmacy, lab, x-ray, and commissary. The interface for the inmate offender management provides new bookings, moves, transfers and releases along with other demographic information including pictures. The pharmacy interface provides order or re-ordering and inventory management of the inmate's medication entered the inmates' chart directly to the pharmacy, as well as allowing orders to and or data from the provider and direction populate to the inmate's chart as appropriate. The interface with the radiology and lab will provide orders to and or results from the lab and/or radiology containing lab and/or radiology results and values to populate directly into the inmates' chart.

7.41.2. Consolidated Health Record

The Contractor shall ensure the maintenance and confidentiality of the health record. All documents related to inmate health care including dental, mental health, consultations, regardless of origin, shall be filed in one consolidated medical record. If a hard copy medical record is maintained, this record shall contain dividers/tabs that identify sections for ease of filing and retrieval. Format of the medical record shall be standardized and consistent. Instructions regarding the order and sequence of the medical record shall be established and all health staff oriented to the format. All individual clinical encounters and actions shall be documented and filed in the health record. Log sheets for multiple inmates, e.g. sick call log, off-site referral log, emergency log, restricted housing log, shall be maintained and filed separate from the health records but be easily retrieved.

7.41.3. Standardized Forms

Health record forms shall be standardized and specific to WVRJ. The goal is to have demographic information including name, Name, data number, date of birth and gender in the same general area on each form for ease of documentation. All entries in the medical record shall include this information as well as the name, title (signature), date and time of the provider making the notation.

7.41.4. Establishment of a Medical Record upon Intake

A complete health record shall be established on each and every inmate admitted to the facilities even if the only document contained in the record is the receiving screening completed by health care staff during admission, as will be the case in a number of records. Each admission shall be checked for the existence of a prior medical record to ensure continuity of care and availability of prior documentation. Multiple charts for the same individual shall be consolidated into one record.

7.41.5. Documentation Available for Off-Site Encounters

Inmates sent off-site for emergency treatment, inpatient hospitalization, outpatient specialty or diagnostic appointments shall have documentation sent with them in the form of a transfer summary or consult request. If a consult request is utilized, relevant medical record information such as x-ray reports, latest physical examination findings, lab results, may be attached to improve the ability of the consultant to act on full information. Inmates returning from the emergency department should return with at least a disposition and instruction sheet to indicate what actions were taken, orders written, and what treatment performed during the visit. Inmates released from a community inpatient hospital should return with instructions/orders and

preferably the detailed discharge summary. If the discharge summary is not available at the time of discharge, it should be forwarded as quickly as possible. Inmates returning from consult appointments should have documentation regarding the findings of the specialist consulted. However, all instructions occurring from off-site encounters are considered recommendations rather than orders and are subject to the review and approval of the Medical Director or his/her designee. All information returned with an inmate from an off-site encounter, inpatient or outpatient, shall be filed within the individual's medical record.

7.41.6. Confidentiality of Health Records

Information about an inmate's health status is confidential. The Contractor shall maintain health records separately from the confinement case record. Access to health records shall be in accordance with state and federal law.⁵⁹

Health records are confidential legal documents, thus the Contractor shall develop a process to maintain these records in a safe and secure environment. The preference is that each record is signed in and out to ensure availability and tracking when in use. Multiple providers may need access to the same file on the same day. Control of these records shall be limited to health professionals and preferably to the dedicated medical records staff.

Certain sections of the medical record may be more restrictive regarding release of information criteria and access, i.e. HIV and mental health, for example. The Contractor shall comply with all state and federal guidelines regarding the release of information from a health record. Given the complexity of maintaining medical records, releasing information appropriately and ensuring confidentiality, the Contractor shall develop a Medical Records Manual that encompasses all medical record policies and procedures regarding filing, format, sections, how to purge a record, multiple volumes, release of information, confidentiality, consent and other key aspects of record management. The Medical Records Manual must be approved by the Superintendent or designee.

7.41.7. Sharing of Health Information

Records obtained from external providers for occurrences prior to incarceration or during incarceration shall be filed in the medical record. However, if there is a request for a copy of the record and the request is authorized by the inmate's release of information, the documents obtained from an outside source shall not be provided with the medical record copy. Rather any external documents from hospitals, clinics, etc., must be requested separately and directly from that specific location.

7.41.8. Restricted Access

The health authority shall share with the Superintendent information about an inmate's medical management. The circumstances are specified when correctional staff are advised of an inmate's health status. Only that information necessary to preserve the health and safety of an inmate, other inmates, volunteers, visitors, or the correctional staff is provided. Information provided to correctional, classification staff, volunteers, and visitors addresses only the medical needs of the inmate as it relates to housing, program placement, security, and transport.⁶⁰

Security staff shall not have access to medical records unless on a need to know basis with the authorization of the Superintendent. If security staff needs access to a medical record, the review shall include a health records clerk or Health Services management staff to maintain the record and search for relevant entries. Copies of

⁵⁹ ACA – 4-ALDF-4D-13

⁶⁰ ACA – 4ALDF-4D-14

records for corrections purposes should be limited and only authorized by the Superintendent.

7.41.9. Availability and Use of Health Records

The health record shall be available to all on-site providers. The use of some system for chart tracking for use on any given day shall be the Contractor's responsibility. If multiple providers require access to the record simultaneously, the Contractor's staff shall be able to locate the record and retrieve it without difficulty.

7.41.10. Transfer of Health Records

- Security during Movement

Documents that are forwarded with an inmate to an outside provider or that are sent with an inmate upon transfer shall be sealed in an envelope and delivered by the security escort to the intended party with the seal intact. If a group of individuals are being transported and there are multiple files for one location, they shall be grouped and boxed then sealed. The goal is to restrict access to critical confidential medical record documentation to health providers or those with a legitimate need to know as established by WVRJ.

- Exchange of Information

The medical record shall never be sent off-site with an inmate to a hospital or outpatient setting outside of the jurisdiction of WVRJ. Only a relevant summary form or consult may be sent outside of WVRJ. For inmates transferring to other correctional jurisdictions such as city, WVRJ and state correctional facilities, a transfer summary shall be prepared and forwarded in a confidential manner and the original record shall be retained as inactive in archives for the jail.

7.41.11. Retention of Health Records

Active medical records shall be maintained in the medical record areas within the health services unit/health center. Inactive files and records of individuals no longer incarcerated at the site shall be forwarded to the designated archive location for retention. If the inmate is readmitted, the inactive file shall be retrieved and reactivated to eliminate potential duplication of records. Inactive files shall be retained and managed by the medical records department according to state and federal law regarding the period of retention. Health records involved in litigation shall be retained indefinitely.

7.42 Medical-Legal Issues

Medical Restraints and Therapeutic Seclusion

7.42.1 Requirements

The use of restraints for medical or psychiatric purposes shall include:

- Conditions under which restraints may be applied
- Types of restraints to be applied
- Identification of a qualified medical or mental health professional who may authorize the use of restraints after reaching the conclusion the less intrusive measures are not successful
- Monitoring procedures
- Documentation of efforts for less restrictive treatment alternatives as soon as possible
- An after-incident review⁶¹

⁶¹ ACA – 4-ALDF-4D-21

The Contractor shall establish detailed policies, procedures and practices regarding the use of medical restraints and therapeutic seclusion or restraint. The Director of Mental Health, Health Service Administrator, Chief Psychiatrist, Medical Director and WVRJ must approve all policies. Only soft restraints may be utilized for medical or mental health restraint, such as cloth restraints, padded leather, reinforced canvas, rubber etc. Metal or hard plastic restraints shall not be utilized unless authorized by the Medical Director and Superintendent in an extreme exceptional circumstance and for a limited time period.

7.42.2 Order Process

The ordering of medical restraints shall be authorized by the Medical Director in the case of an individual whose restraint is critical to prevent the inmate from removing intravenous lines, etc. The use of mental health restraints shall be ordered by a psychiatrist or as otherwise lawfully authorized, with as little utilization of these techniques as is feasible while maintaining patient and staff safety and security. The limited duration of restraint, frequency of review by nursing for circulation, frequency of review by a mental health professional and the psychiatrist, frequency of review by security staff, the positioning of the individual (in a position to limit potential harm to the individual), the location of the restraints (unit or cell), the specific body parts to be restrained and points of restraint, and the process for removing an individual from mental health restraints shall be fully described and comply with both federal and state law as well as community standard. There shall be a detailed treatment plan. Documentation shall include reference to the other techniques that applied and failed for this individual that were less restrictive and describe how and why other less restrictive treatment options are not considered appropriate for the inmate.

7.42.3 Seclusion

Mental health seclusion shall be described by the Contractor with the same considerations and defined criteria for both placement and authorized removal, frequency of observation, personal property and clothing, and interaction with other individuals such as security staff or other inmates. The use of mental health seclusion will be documented within the medical record as to the necessity of this treatment intervention versus other options considered within a detailed treatment plan.

7.42.4 Security Restraints

Members of the health care staff will not be involved in security restraints or use of force situations other than to observe, treat an individual inmate or staff member if injury is incurred, or to check circulation or other aspects of health status as a nursing function. The Contractor shall ensure that nursing staff is familiar with the process and that nurses are also obligated to the patient to report any observations regarding the improper application of security restraints.

7.42.5 Channeling of Information

The Contractor shall ensure that WVRJ receives information daily regarding the use of medical restraint, mental health restraint or seclusion and a summary of the facts surrounding the case. The monthly report shall include essential elements of documentation regarding how often these methods were ordered, for what duration and basic reason utilized.

7.43 Elective Procedures

The Contractor shall establish guidelines that govern elective procedures or surgery for inmates. They must include decision making processes for elective surgery needed to correct

a substantial functional deficit or if an existing pathological process threaten the well-being of the inmate over a period of time.⁶²

7.43.1 Forced Psychotropic Medication

The Contractor shall comply with all state and federal laws, rules and regulations regarding the use of forced medication of any kind, including psychoactive medications. The Contractor shall describe the process and documentation necessary for the use of emergency medication for either medical or mental health rationale as well as the necessary approval of the Medical Director. The involuntary administration of any medication, e.g. against the patient's will with a refusal of treatment, requires the existence of a life-threatening emergency with threat to the inmate or to others, by the inmate. Documentation within the comprehensive mental health treatment plan shall include each and every less restrictive alternative attempted, failed, or why these tactics were not considered sufficient in this case. Additionally, the Contractor shall ensure that laws and community standard are in operation with regard to forced non-emergent psychotropic medication with the involvement of at least two psychiatrists, one not involved in the ongoing care of the individual. In general, only individuals with an existing court order for forced mental health drugs may receive involuntary medication in other than a life-threatening and emergent situation.⁶³

7.44 Forensic Information

The Contractor's direct care staff is prohibited from involvement with forensic specimen collection or the obtaining of forensic information. Individuals with a patient/provider relationship will not be involved with forensic issues. Rather, an individual without a provider relationship or external to the on-site staff may be involved at the discretion of WVRJ. Given the detainee nature of a large portion of the population, forensic information gathering is to be expected and the Contractor shall develop policy and procedure surrounding the specific situations most likely to occur within the jail. While court-ordered procedures may be performed by Contractor staff with the inmate's consent, no involuntary collection of specimens or information is allowed.

7.45 Informed Consent

The contractor shall ensure informed consent standards of the jurisdiction are observed and documented for inmate care in language understood by the inmate.. When health care is rendered against the patient's will, it is in accordance with state and federal laws and regulations. Otherwise an inmate may refuse, in writing, medical, dental, and mental health care. If the inmate declines to sign the refusal form, it must be signed by at least two witnesses. The form must then be sent to medical and reviewed by a qualified health care professional. If there is a concern about the decision making capacity, an evaluation is done, especially if the refusal is for critical or acute care.⁶⁴

The Contractor's health record manual shall address the applicability and necessity of informed consent. The medical records supervisor shall oversee the process regarding the documentation required, forms utilized and criteria applied for informed consent. Practice shall comply with federal and state requirements and community standard.

7.46 Right to Refuse Treatment

The inmate's right to refuse treatment shall be clearly delineated and defined according to Virginia statute and professional standards by the Contractor. In addition to the approval of WVRJ, the approval of WVRJ's Corporation Counsel may also be required for the practice involving informed consent and the right to refuse treatment. The policy and procedure shall

⁶² ACA – 4-ALDF-4D-16

⁶³ Satisfies ACA – 4-ALDF-4D-17

⁶⁴ ACA – 4-ALDF-4D-15

address the various scenarios of refusal and potential exceptions, i.e. a dialysis patient when the refusal may be immediately life-threatening, a diabetic refusing insulin or refusing to eat, a patient refusing chronic medication, competency of the individual involved, involvement of family members/spouse, situations involving communicable disease, with practices regarding a hunger strike including definition, documentation, frequency of review and evaluation by health care staff, observation requirements and placement.

The Contractor shall require that any refusal of treatment require documentation of the inmate with a witness, or if the inmate is declining to sign the refusal document the signature of two witnesses with one being a health professional. All refusals shall be specific and include documentation regarding the procedure or care refused and the counseling given to the inmate regarding the potential adverse impact of refusal. No blanket refusals or refusal of care upon admission shall be acceptable. If the inmate refuses the rectal or vaginal examination during a physical examination, the provider shall document the refusal on the health assessment form as well as obtain the inmate's signature on a refusal form specifying the procedure refused.

Inmates that fail to present for an appointment shall not be assumed by the Contractor to be refusals of care. Rather, the Contractor shall determine the cause of the omission such as conflict with court schedule, already released, legal visit, etc.

7.47 Medical Research

The Contractor shall comply with federal law and national, NCCHC, VDOC, ACRS and ACA standards regarding the involvement of inmates in medical research. No data, even anonymously, may be collected from the health records without the advance written approval of WVRJ. Inmates may only participate in Phase III clinical trials where the individual may anticipate benefit from the intervention. Inmates shall not be involved in Phase I or Phase II clinical studies. Any medical research project within WVRJ facilities shall require the prior documented authorization from WVRJ and the study must be approved by a recognized human subjects review board.⁶⁵

This prohibition against or limiting of medical research involving inmates in no way prohibits the Contractor from seeking additional funding sources for inmate health and mental health care programs through grants or contracts. Any such pursuit of grant funding shall involve the advance approval of the Superintendent.

7.48 Inmates from Outside Agencies

WVRJ houses in its facilities, inmates for various outside agencies which include the Federal Government, States other than Virginia, Counties, Cities and Regional Jails in Virginia. The Contractor shall provide the same level of care for inmates from these agencies as they would for WVRJ inmates.

For those inmates held for the Federal Government, and other contracted agencies the Contractor shall comply with the Federal Government regulations and contract agency requirements regarding pre-authorization of off-site medical services, psychiatric care, pharmacy billing and any other requirements.

All Contractors should understand that the Federal Government currently pays all approved off-site medical expenses for their inmates and currently reimburse the Contractor for the cost of pharmaceuticals provided to their inmates. WVRJ houses an average 100 US Marshall Inmates at the WVRJ.

The Contractor shall provide to WVRJ, upon request, copies of invoices received from off-site care providers for services provided to inmates housed for outside agencies. These invoices shall also reflect the actual amount paid by the Contractor.

⁶⁵ ACA – 4-ALDF-4D-18

7.49 Notification

The Contractor shall cooperate with WVRJ to ensure individuals designated by the inmate are notified in case of a serious illness, serious injury, or death, unless security reasons dictate otherwise. If possible, permission for notification is obtained from the inmate.⁶⁶

7.50 Additional Services

7.50.1 Inmate Workers

Inmates shall not be utilized in any capacity within the health services operation other than maintenance and housekeeping. Even these activities shall be closely supervised in areas of patient confidentiality. The Contractor shall ensure that proper training is available to inmates should they be utilized to clean areas of bio-hazardous waste or spills. Inmates shall be properly instructed in these situations and shall be provided with appropriate personal protective equipment.

7.50.2 Department Policies

Upon request, the Contractor shall help develop and write Department of Corrections policies, procedures, post orders, rules, regulations, guidelines, etc., which pertain to inmate medical care, and/or the Contractor's ability to meet the requirements of the contract. The Contractor's help in developing and writing rules, regulations, guidelines, etc., shall be provided with no adjustment to the contract required. However, it is understood and agreed that new, revised, and changed rules, regulations, guidelines, etc., can affect the original scope of the contract, which may be subject to formal negotiation.

7.51 Services to Staff

7.51.1 Emergency Medical Services

The Contractor shall provide emergency services including first aid, assessment, stabilization, and coordination of transport of employees and visitors who become ill or injured while in WVRJ facilities. WVRJ or the visitor will bear the cost of emergency transport.

7.51.2 Education and Training

The contractor shall provide education and training, not to exceed seventy-five (75) hours per year in such areas as: Suicide prevention, signs and symptoms of mental illness, chemical dependency/detoxification, acute and chronic illnesses and infectious diseases such as HIV, Hepatitis B and C and Tuberculosis, blood borne pathogens, emergency procedures, and use of medical restraint.

7.51.3 TB Screen

The Contractor shall provide annual TB screen for WVRJ employees (approximately 220). TB screening shall be accomplished using the one-step PPD/Mantoux skin test or x-ray as appropriate. A negative history will require a PPD. A positive history of TB will require a chest x-ray. The contractor will bear the cost of TB screening.

7.51.4 Influenza Program

The Contractor shall administer an annual Influenza (Flu-shot) program for WVRJ employees (approximately 230 employees). WVRJ will bear the cost of the vaccine.

7.51.5 Assistance for Emergency Response (ERT) Team

The ERT Team is a group of correctional officers specially trained to deal with combative inmates. When requested, the Contractor shall be required to observe the actions of the ERT Team. The Contractor shall be required to attend to inmates who may have placed in restraints or sustained injuries during the REACT process.

7.52 Exclusions

7.52.1 Service Exclusions

⁶⁶ ACA – 4-ALDF-4D-12

This RFP does not include services as identified immediately below; thus, the Contractor is not obligated to provide these services to the inmate population of WVRJ:

- Surgery for purely cosmetic or aesthetic purposes (this is not intended to exclude necessary reconstructive surgery).
- Treatment or surgery for gender identity disorder or sex change.
- Elective surgical sterilization including vasectomy or tubal ligation.
- Care, treatment or surgery determined to be experimental in accordance with accepted medical standards and managed care guidelines.
- Neonatal or newborn care (this is not intended to exclude prenatal and obstetric care).
- All workers compensation injuries for work release inmates.

7.53.2. Inmate Exclusions

The following inmates are not considered as covered under this RFP:

- Inmates on In-home restriction, house arrest, electronic surveillance or detention.
- Inmates on escape status and not in the physical custody of WVRJ.
- Non-custody individuals.
- Inmates within the physical custody of WVRJ within the confines of the WVRJ are included in this RFP. This includes inmates of the Virginia Department of Corrections, inmates housed from other city or WVRJ jails or other state prison systems, federal inmates or inmates, or probation/parole violators returned to custody under WVRJ.

8. EXHIBITS

Exhibit 1 CONFLICT OF INTEREST STIPULATION

For purposes of determining any possible conflict of interest, all Contractors submitting a proposal in response to this RFP must disclose if any WVRJ employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent, or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, no person may offer to give to any WVRJ officer or employee or immediate family member, anything of value pursuant to an understanding that such WVRJ representatives vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any WVRJ employee, agent or representative or immediate family member is involved with your company in any way:

YES _____

NO _____

If the answer to the question above is YES, then identify the name of the individual, the position with WVRJ, and the relationship to your business:

Name _____

WVRJ Position _____

Business Relationship _____

The appropriate corporate representative must sign and date below:

Printed Name _____

Title _____

Signature _____

Date _____

Exhibit 2 CLIENT REFERENCES

List ten client references providing information described below. At least five references must be from current contracts with jails with average daily inmate population greater than 700. Contracts with these jails must have been in effect for at least one year.

Agency Name_____

Agency Address_____

Contact Person_____ Contact Numbers_____

Number of Inmates _____

Facility Type _____Jail _____Prison _____Juvenile _____Other

Describe Other _____

Accreditation _____ACA _____NCCHC _____JCAHO _____Other

Describe Other _____

Contract Term (original, extensions, renewals, re-bid) _____

Contract Start _ Contract End ____

Reason Contract Ended _____

Exhibit 3 - STAFFING TABLE: The following chart is of the current contract providers staffing plan and is not to be construed as the required staffing plan for the proposal.

Staffing for Western Virginia Regional Jail Authority									
Position	Scheduled Hours							Hrs/Wk	FTEs*
	Sun	Mon	Tue	Wed	Thu	Fri	Sat		
Day Shift									
H.S.A (Contract Administrator)		8	8	8	8	8		40	1.0
Director of Nursing		8	8	8	8	8		40	1.0
Medical Director						8		8	.2
Mid-Level Provider NP/PA**		8	8	8	8			32	.8
Administrative Assistant		8	8	8	8	8		40	1.0
RN	8						16	24	.6
RN Intake		8	8	8	8	8		40	1.0
LPN Clinic		8	8	8	8	8		40	1.0
LPN Medication Pass	8	8	8	8	8	8	8	56	1.4
CMA/EMT Clinic		8	8	8	8	8		40	1.0
CMT Medication Pass	8	8	8	8	8	8	8	56	1.4
Medical Records Clerk		8	8	8	8	8		40	1.0
Dentist		10						10	.25
Dental Assistant		10						10	.25
Psychiatrist MAT Program		2	2					4	.10
Psychiatrist		4	4					8	.2
Psychiatric Nurse Practitioner		4	4	4	4			20	.5
Mental Health Coordinator		8	8	8	8	8		40	1.0
Mental Health Professional (Unlicensed)				8		8		16	.4
LCSW/LPC	2	4	4	4	4	4	2	24	.6
Substance Abuse Counselor* (removed)		1	1	1	1	1		5	.125
Evening									
RN	8	8	8	8	8	8	8	56	1.4
LPN Medication Pass	8	8	8	8	8	8	8	56	1.4
CMT Medication Pass	8	8	8	8	8	8	8	56	1.4
LPN Clinic/Sick Call	4	4	4	4	4	4	4	28	.7
Medic	6	6	6	6	6	6	6	42	1.05
Night Shift									
RN	8	8	8	8	8	8	8	56	1.4
CMT Medication Pass	8	8	8	8	8	8	8	56	1.4
LPN Clinic/Sick Call	8	8	8	8	8	8	8	56	1.4
Total Hours/FTE per week								999	24.975
All Shift Totals									
Day Shift Total								593	14.825
Evening Shift Total								238	5.95
Night Shift Total								168	4.2

**Scheduling is flexible based upon custody requirements and the needs of the population.

Exhibit 4 **DEVIATIONS AND EXCEPTIONS**

The undersigned certify that this bid is submitted and understand this bid shall be accepted as in strict compliance with all terms, conditions, and specifications of the RFP, except as noted below.

Paragraph	Term, Condition, or Specification	Exception

Corporate Representative:

Printed Name _____

Signature _____

Title _____

Date _____

9. GENERAL TERMS AND CONDITIONS:

- 9.1. **ADDITIONAL INFORMATION:** WVRJ reserves the right to ask any Offeror to submit information missing from its proposal, to clarify the proposal or offer, and to submit additional information which WVRJ deems desirable, and does not affect quality, quantity, price or delivery.
- 9.2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, WVRJ will publicly post such notice on the WVRJ homepage (www.wvarj.org), on the DGS/DPS eVA VBO (www.eva.virginia.gov), as well as the Roanoke County Purchasing website on the Current Bids Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx> for a minimum of 10 days.
- 9.3. **ANTIDISCRIMINATION:** By submitting their proposals, all Offerors certify to WVRJ that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions below apply:

9.3.1.1. During the performance of this contract, the contractor agrees as follows:

- The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- The requirements of these provisions above are a material part of the contract. If the contractor violates one of these provisions, WVRJ may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from WVRJ contract regardless of whether the specific contract is terminated.

9.3.1.2. The contractor will include the provisions of above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

- 9.4. **ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to WVRJ all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States, relating to the particular goods purchased or acquired by WVRJ under the said contract.

- 9.5. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. WVRJ and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia §2.2-4366). ADR procedures are described in Chapter 9 of the Commonwealth of Virginia Vendors Manual. The contractor shall comply with all federal, state and local laws, rules and regulations.
- 9.6. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of WVRJ.
- 9.7. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any one of the following ways:
- 9.7.1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modifications shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 9.7.2. WVRJ may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice in which case the contractor shall, in writing promptly notify WVRJ of the adjustment to be sought, and before proceeding to comply with the notice shall await WVRJ's written decision affirming, modifying or revoking the prior written notice. If WVRJ decides to issue a notice that requires an adjustment to compensation, the contract shall be compensated for any additional costs incurred as the result of such order and shall give WVRJ a credit for any savings. Said compensation shall be determined by one of the following methods:
- 9.7.2.1. By mutual agreement between the parties in writing; or
- 9.7.2.2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to WVRJ's right to audit the contractor's records and/or to determine the correct number of units independently; or
- 9.7.2.3. By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present WVRJ with all vouchers and records of expenses incurred and savings realized. WVRJ shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to WVRJ within thirty (30) days from the date of receipt of the written order from WVRJ. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither

the existence of a claim or dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by WVRJ with the performance of the contract generally.

- 9.8. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should submit a written request to the purchasing agent whose name appears on the face of the invitation, no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the purchasing agent.
- 9.9. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- 9.10. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, WVRJ, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which WVRJ may have.
- 9.11. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:
During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.
For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 9.12. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 9.13. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering a written contract with WVRJ, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration reform and Control Act of 1986.

- 9.14. INSURANCE: By signing a submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contract, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The offeror further certifies that the contractor and any subcontractors will maintain the insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverage and Limits:

- 9.14.1. Workers Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify WVRJ of increases in the number of employees that change their workers compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 9.14.2. Employer's Liability - \$100,000
- 9.14.3. Commercial General Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, product and completed operations coverage. WVRJ must be named as an additional insured and so endorsed on the policy.
- 9.14.4 Professional Liability Insurance: The Contractor shall maintain during the life of this contract such Professional Liability Insurance as shall protect the Contractor against claims for damages resulting from medical incidents which may arise from operations under this contract whether such operations be by the Contractor, the Contractor Staff or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall meet the minimum limit requirements as set forth by the Commonwealth of Virginia which is as follows:
- | | |
|-----------------|-------------|
| Each Occurrence | Aggregate |
| \$2,150,000 | \$4,250,000 |
- 9.14.5Automobile Insurance: The Contractor shall carry insurance that meets the minimum coverage requirements by the Commonwealth of Virginia on all vehicles (includes owned, un-owned and hired) used to conduct business pursuant to this contract.

9.14.6Certificate of Insurance: The Contractor shall furnish the Regional Jail with a copy of certificate(s) of insurance evidencing policies required in Insurance Requirements, Paragraphs 2, 3, 4, 5, and 7. Such certificate(s) shall specifically indicate that the insurance coverage includes all extensions of coverage required in those paragraphs. The Contractor shall request in writing to its insurance carrier/s to name WVRJ, 5885 West River Rd Salem, VA 24153, as a certificate holder to each of the insurance policies required in Insurance Requirements, Paragraphs 2, 3, 4, 5, and 7. Such certificate(s) shall specifically state that the Contractor shall give the Regional Jail at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the Contractor shall furnish a certificate of insurance evidencing renewal of such coverage to the WVRJ.

9.14.7Professional Liability-Additional Provisions:

If requested, the Medical Provider or Medical Benefit Plan agrees to provide additional information on professional liability coverage as respects policy type, i.e., medical malpractice, nurses professional, etc.; applicable retention levels; coverage form, i.e.,

claims – made, occurrence; discovery clause conditions; and effective, retroactive, and expiration dates, to WVRJ. A copy of the Professional Liability/Malpractice policy shall be forwarded to the WVRJ Risk Manager prior to the implementation of services.

It is understood and agreed that coverage which apply to the services inherent in this agreement will be maintained and extended upon termination of this agreement if coverage is written on an occurrence basis to assure that the health care provider shall insure and keep insured pursuant to the Virginia. Hospital-Medical Liability Act (see: <http://uniweb.legislature.ne.gov/legaldocs/view.php?page=s44index>).

If requested, the Medical Provider or Medical Benefit Plan shall certify and make available loss information from any Insurer as to any claims filed or pending against professional liability coverage in effect for the past five (5) years.

It is understood and agreed that the Medical Provider will obtain information on the professional liability coverage of all physicians and/or medical professionals providing service to WVRJ under this agreement. Professional liability coverage shall be specific to this contract and not a universal umbrella policy.

9.14.8 Subcontractor's Insurance

The Contractor shall require each Contractor subcontractor to take out and maintain during the life of its subcontract the same insurance coverage required of the Contractor under Insurance Requirements, Paragraphs 2, 3, 4, 5, and 7 above, including the extensions of coverage required under those paragraphs. Exceptions may be granted by the Superintendent depending on the particular service being performed by the subcontractor. Each subcontractor shall furnish to the Contractor two (2) copies of a certificate of insurance and such certificate shall contain the same information required in section 6 above. The Contractor shall furnish one copy of the certificate to WVRJ.

9.15 MANDATORY USE OF WVRJ FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official WVRJ form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposals may be cause for rejection of the proposal; however, WVRJ reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to its acceptance, WVRJ may, in its sole discretion, request that the Offeror withdraw or modify nonresponsive portions to a proposal which do not affect quality, quantity, price or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, WVRJ reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a proposal.

9.16 PAYMENT:

To Prime Contractor:

- Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted authorized under the Virginia Debt Collection Act.
- Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, §2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, WVRJ shall promptly notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, §2.2-4351. The provisions of this section do not relieve WVRJ of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

To Subcontractors:

Within seven (7) days of the contractor's receipt of payment from WVRJ, a contractor awarded a contract under this solicitation is hereby obligated:

- To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract: or
- To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from WVRJ, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of WVRJ.
- Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

9.17 PRECEDENCE OF TERMS: The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF WVRJ FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

9.18 PROTEST OF AWARD: An Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the Purchasing Agent no later than ten (10) days after either the award or the decision to award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest, the Purchasing Agent will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Offeror institutes legal action as provided in the Code of Virginia.

9.19 QUALIFICATIONS OF OFFERORS: WVRJ may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the service/furnish the goods stated in the contract. The Offeror shall furnish to WVRJ all such information and data for this purpose as may be requested. WVRJ reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. WVRJ further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy WVRJ that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

State Corporation Commission Number: all Offeror's organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any offeror or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized.

Any business entity that enter into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority to registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. WVRJ may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

9.20 TAXES: Sales to WVRJ are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The WVRJ's tax exemption registration number is 54-1641109.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contract from offering a tax-included price.

9.21 TESTING AND INSPECTION: WVRJ reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

9.22 TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for F.O.B. destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number or the contract number, commodity description, and quantity.

9.23 USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable WVRJ to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed proposals only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive.

Unless the Offeror clearly indicates in its proposal that the product offered is an “equal” product, such proposal will be considered to offer the brand name product referenced in the solicitation.

10.SPECIAL TERMS AND CONDITIONS

- 10.1. AUDIT: The contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by WVRJ, whichever is sooner. WVRJ, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 10.2. AWARD: Following the receipt of proposals, evaluations shall be conducted and ranked on the basis of the criteria mentioned herein. Repetitive informal interviews shall be permissible. Such Offerors will be encouraged to elaborate on the qualifications and performance data or staff expertise pertinent to the proposal, as well as alternative concepts. At the conclusion of the informal interviews, on the basis of evaluations factors published in this RFP and all information developed in the selection process to this point, WVRJ will select in order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations will be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to WVRJ can be negotiated at a price considered fair and reasonable, the award will be made to that offeror. Otherwise, negotiations with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. WVRJ reserves the right to make multiple awards as a result of this solicitation. Should the WVRJ determined in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Award results will be posted for public inspection on the WVRJ homepage (www.wvarj.org) and the Roanoke County Purchasing website.
- 10.3. ACCEPTANCE OF SERVICES: Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and or all conditions. Should the delivered service differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the Project Manager, the Project Manager may authorize refusal of final acceptance of the service.
- 10.4. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the authority shall be bound hereunder only to the extent of the funds available or which my hereafter become available for the purpose of this agreement.
- 10.5. BEGINNING OF WORK: The contractor shall not commence any billable work until a valid contract has been fully executed by WVRJ and the successful contractor. The contractor will be notified in writing when work may begin.
- 10.6. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror’s proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evolution including the BAFO>
- 10.7. CANCELLATION OF CONTRACT: WVRJ reserves the right to cancel and terminate any resulting contract, in part or in whole and for any reason, without penalty, upon 120 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding services issued prior to the effective date of cancellation.
- 10.8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of this proposal, the contractor certifies, that he or she is the party making the foregoing proposal that the

proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the contractor has not paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

- 10.9. **CONFLICT OF INTEREST:** All offerors must disclose with their offer the name of any corporate officer, director, or agent who is also an officer or employee of the WVRJ or Authority Member Community. Further, all offerors must disclose the name of any WVRJ or Authority Member Community officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the offeror's firm or any of its branches, subsidiaries or partnership.
- 10.10. **CONFIDENTIALITY OF INMATES INFORMATION POLICY:**
Inmate records are confidential. Materials from inmate records may not be copied or removed without authorization from the Record's Supervisor. Information concerning inmates will be exchanged on an as need to know basis only, within the facility. Information concerning an inmate will not be disseminated outside the facility without the written consent of the concerned inmate except information that is public knowledge. Any and all information pertaining to WVRJ, WVRJ employees or WVRJ inmates shall remain confidential. The Contractor agrees to obey all WVRJ's policies and procedures regarding Confidentiality of Inmates. Any contractor who fails to abide by the above confidentiality of inmates policy may be subject to suspension or termination.
- 10.11. **CONTRACTOR RESPONSIBILITY:** The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered as stated in the RFP, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters. If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of WVRJ.
- 10.12. **CONTRACTOR PERSONNEL:**
- **Employees of the Contractor:** The contractor warrants that all persons assigned to the project shall be employees of the contractor or independent contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of this contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.
 - **Personnel Commitments:** Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of WVRJ. Replacement of key personnel, if approved by WVRJ, shall be with personnel of equal or greater ability and qualifications.

- Employee Conduct: All employees of the Contractor shall conduct themselves in a professional and appropriate manner while at the WVRJ site. The Superintendent or designee retains sole discretion over whether to permit any individual to enter the WVRJ grounds or facility. WVRJ reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.
- 10.13. CONTRACTUAL DISPUTES: Contractual claims arising after final payment shall be governed by Section 11-69A of the Code of Virginia. This claim shall be submitted to the Purchasing Agent at WVRJ who will render a decision within 30 days. Contractual claims, where for money or other relief, shall be submitted by the contractor in writing to the Purchasing Agent at WVRJ no later than sixty days after final payment; however, written notice of the contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Purchasing Agent shall make a written determination as to the claim within forty-five days after receipt. Such decision shall be final and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 22-4364 of the Code of Virginia.
 - 10.14. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, WVRJ reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
 - 10.15. DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.
 - 10.16. DEVIATIONS FROM THE CONTRACT: The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP must be clearly defined by the contractor/Offeror in its proposal and, if accepted by WVRJ, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP or mandatory requirements. WVRJ discourages deviations and reserves the right to reject proposed deviations.
 - 10.17. HOLD HARMLESS AND INDEMNIFICATION: The offeror shall defend, indemnify and hold WVRJ, and WVRJ's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the offeror, its employees, agents, and volunteers, or incurred by or claimed against WVRJ, WVRJ's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the offeror. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by WVRJ due to the negligent, fraudulent or criminal acts of the offeror or any of the offeror's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the offeror. Unless otherwise provided by law, the offeror indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the offeror under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
 - 10.18. INDEPENDENT CONTRACTOR: It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The

contractor's employees and other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with WVRJ. They shall not be considered employees of WVRJ. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of WVRJ. The contractor will hold WVRJ harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from WVRJ including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

- 10.19. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing authority by the designated date, hour and second. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office, or the time recorded by an official from the issuing office. Proposals received in the issuing office after the date, hour and second designated are automatically disqualified and will not be considered. WVRJ/Roanoke County is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the facility mail system. It is the sole responsibility of the Offeror to ensure that its proposal reached the issuing authority's office by the designated date and hour. Proposal receipts and openings or the receipt of proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next regular business day. Please note that this solicitation closes at 2:00:00 PM promptly on March 29, 2024. Proposal received after the exact minute of 2:00:00 PM will be considered late. (For example, 2:00:05 PM is late for all purposes pertaining to this solicitation).
- 10.20. **INVOICES:** Invoices for items ordered, delivered and accepted by WVRJ shall be submitted by the contractor directly to the payment address shown on the purchase orders or contracts. All invoices shall show the WVRJ contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 10.21. **MATERIAL SAFETY DATA SHEETS:** Prior to award of this contract, if applicable, the successful Offeror shall provide to this office, within 10 calendar days of the verbal or written request, copies of Material Safety Data Sheets (MSDS) for each hazardous chemical/compound offered. Failure to provide such MSDS within the required time frame will be cause for declaring such proposal as nonresponsive.
- 10.22. **NOTIFICATION:** After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the person designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each offeror shall provide in its proposal the name, title and complete address of its designee to receive notices. Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.
- 10.23. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- 10.24. **RENEWAL OF CONTRACT:** This contract may be renewed by WVRJ for three successive two-year periods under the terms and conditions of the original contract except as stated in 10.24.1 and 10.24.2 below. Price adjustment shall be based upon the Consumer Price Index for All Urban Consumers, for United States City Average, Medical Care Services, as published by the United States Department of Labor, Bureau of Labor Statistics. Increases shall not exceed two-point five percent (2.5%) annually from one adjustment period to the next.

Written notice of WVRJ's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- 10.24.1. If WVRJ elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 10.24.2. If during any subsequent renewal periods, WVRJ elects to exercise the option to renew the contract, the contract prices(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased /decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 10.25. WVRJ PROPERTY: WVRJ shall be responsible for the repair, replacement and maintenance of WVRJ owned equipment that has become unserviceable due to normal wear and tear. The Contractor shall be responsible for the repair or replacement of all equipment that becomes unserviceable due to neglect, errors, oversights or malicious acts by Contractor or inmates under Contractor supervision.
- 10.26. RECORDS AND INSPECTION: The offeror shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The offeror's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by WVRJ and its employees, agents, or authorized representatives after giving at least three (3) days' notice to offeror by WVRJ. WVRJ shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the WVRJ to the offeror pursuant to this contract or any renewal or extension of this contract. WVRJ's employees, agents or authorized representatives shall have access to the offeror's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, to conduct audits.
- 10.27. SEVERABILITY: If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
- 10.28. SITE RULES AND REGULATIONS: The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on WVRJ premises. A copy of the WVRJ administrative regulation is available upon request to the successful Offeror.
- 10.29. SPECIAL DISCOUNTS: During the contract period, if the contractor offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to WVRJ under this contract. The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the contractor's customers generally.

- 10.30. PREPARING FOR THE NEXT RFP: Upon request, the Contractor shall provide to WVRJ such information as WVRJ deems necessary to help WVRJ prepare the next medical services RFP. Information includes, but shall not be limited to:
- 10.30.1. Names, addresses, and telephone numbers of off-site care providers with whom the contractor conducted business related to the current contract. Such off-site care providers include but are not limited to local hospitals; providers of ambulance service, x-ray service, laboratory service, dialysis service, physical therapy service, specialty service, pharmacy service, and dental service; any other providers that Contractor has entered into to provide health care services for our inmates.
 - 10.30.2. A list of annual expenditures for designated calendar years for each of the Contractor's contracted off-site providers.
 - 10.30.3. A listing including quantity dispensed and drug name, for pharmaceuticals dispensed during designated calendar years.
 - 10.30.4. A maintenance history and supplies consumed for x-ray equipment during designated calendar years.
 - 10.30.5. Current staffing plan
 - 10.30.6. An accounting of activities related to inmate care which shall include, but not be limited to, such information as provided in this RFP.
- 10.31. MEDIA RELEASES AND CONTACT: The Contractor's staff, independent contractors and subcontracts shall be restricted from releasing any information about the contract or events occurring within a WVRJ facility to a public forum or to the media without the authorization of WVRJ and coordinated through the parties' public information representatives. The Contractor shall refer all contacts with the press or media to the Project Manager.
- 10.32. PROMOTIONAL ADVERTISING: Reference to or use of WVRJ, any of its departments or sub-units, or any WVRJ official or employee for commercial promotion is prohibited.
- 10.33. OWNERSHIP OF DATA: Upon termination or expiration of the contract agreement, it is understood that all completed or partially completed data, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out the contract shall be provided to and become the exclusive property of WVRJ unless or until such time as any of the above materials become public domain. Therefore, any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by the Contractor under this agreement shall not be made available to any individual or organization by Contractor without the prior written authorization of WVRJ.
- No reports or documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. Data obtained through this agreement shall not be utilized for formal presentations, conferences, classes, presentations, articles, chapters or other public dissemination without the express written approval of WVRJ of the materials specifically and of the dissemination in general.
- 10.34. BEST VALUE: WVRJ may select a successful Contractor on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. Company selection may be based upon the proposal that best achieves the goals of this RFP.
- 10.35. SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to WVRJ must fully comply with all safety requirements as set forth by the Virginia Department of Commerce and all applicable OSHA Standards.
- 10.36. RESTRICTION AGAINST NON-COMPETE PROVISIONS: The Contractor may not, by utilization of non-compete agreements or any other methods whatsoever designed to prevent continued employment/service delivery at the sites for Contractor staff and to prevent or restrict in any

manner the ability of personnel to enter into any contractual or employment relationship with any person or organization, including WVRJ, which may provide services of the nature described in the contract to WVRJ at any time following the termination of the contract or any part thereof. This prohibition of non-compete agreements by the Contractor is applicable as well to the on-site management team in its entirety.

- 10.37. STAFF PROJECT PARTICIPATION: WVRJ reserves the right to approve or reject, for any reason, any and all Contractor or subcontractor staff assigned to this contract. Additionally, WVRJ may deny access or admission to WVRJ facilities at any time for such staff. Such access will not unreasonably be withheld. WVRJ will be responsible for the timely completion of all proposed Contractor staff criminal background checks prior to any such staff's initiation of recurring on-site services.

10.38. BILLING AND PAYMENT PROCESS

Monthly Invoice: The Contractor will invoice WVRJ once each month after the month of services, within the first ten (10) days of the subsequent month. Each invoice will provide a reasonable detail of the services that were performed or other agreed upon items, for the charge that has been invoiced, if any, above and beyond the inmate population per diem. The invoice will include any credits owed to WVRJ is applicable from the previous month for any ADP adjustments, staffing paybacks or performance penalties/liquidated damages. WVRJ will make every effort to ensure that the Contractor is paid promptly and accurately based upon the Average Daily Population (ADP) of inmates identified for the month being paid. Reimbursement received by Contractor from agencies which reimburse for pharmacy or medical service(s) provided, shall be credited to WVRJ on the Contractor's monthly invoice.

Off-site Invoice: If WVRJ chooses a pricing plan that provides for an off-site comprehensive or per inmate aggregate cap, the contractor shall, in addition to the monthly invoice, be required to invoice WVRJ once each month for off-site medical expenses more than the contracted cap. Off-site invoices shall be prepared after each month of services, and within the first ten (10) days of the subsequent month.

Off-site invoices shall reflect the off-site expenses for the current contract year; a year-to-date accounting of off-site expenses; a listing of inmates including claim number, inmate data number, inmate name, date of service (from and to), name of service provider, brief diagnosis, date paid, and amount paid.

11. ROANOKE COUNTY/WVRJA TERMS AND CONDITIONS-Located in the Sample Contract as an attachment.

SECTION 1 INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact Dawn M. Rago at (540) 283-8150.
- B. Until such time that an award is published, direct contact with any County/ WVRJA employee without the express permission of the Senior Buyer or designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror's proposal.

- C. Offeror shall provide one redacted copy of its proposal fit for public dissemination; in the event the County must respond to a Freedom of Information Act request. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal. Please also provide six (6) identical copies of the entire proposal for evaluation.
- D. The County/WVRJA may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- F. The County has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- G. The County is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the County.
- H. Only the County will make news releases pertaining to this RFP or the proposed award of a Contract.
- I. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- J. Each Offeror is required to disclose if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government,

and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
- B. As this is an RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. **IMPORTANT NOTICE - ADDENDUMS AND NOTICES OF AWARD**

Any interpretation, correction, or change of the RFP will be made by an addendum. The County Purchasing Division or its designee will issue Addenda that will be posted to the County website on the Current Bids Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx>.

Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes.

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County.**

Although **'Notify Me'** will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2020

The County is not responsible for any RFP obtained from any source other than the County.

SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the County Purchasing within the required time.

END