

County of Aroostook
Aroostook County Sheriff's Office
County Jail
REQUEST FOR PROPOSALS
FOR

INMATE MEDICAL CARE SERVICES,
INMATE MENTAL HEALTH AND SUBSTANCE ABUSE CARE SERVICES
at the
Aroostook County Jail

Sealed Proposals will be received at:

County of Aroostook
Ryan Pelletier, County Administrator
144 Sweden St.
Caribou, Maine 04736

DUE DATES:

Closing of RFP:	6-10-22	4:00 p.m.
Opening of Proposals:	6-14-2022	
Anticipated Award Date:	6-15-2022	
Commencement of Contract:	7-1-2022	

Website: www.arostook.me.us

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County Of Aroostook
Aroostook County Sheriff's Office
County Jail
REQUEST FOR PROPOSALS
FOR
COMPREHENSIVE HEALTH CARE SERVICES

A. Introduction

The County of Aroostook requests proposals from agencies to provide health service administration, medical, mental health, substance abuse, pharmaceutical, dental services, bio-hazardous waste disposal, first aid related staff training, and immunizations for the 117 bed Aroostook County Jail in Houlton, Maine. Agencies may provide proposals as a single Health authority providing all services or as an agency providing a single area of service. Agencies must clearly state whether the bid is for a single health authority providing all of the services indicated or the bid is for specific elements of comprehensive health care.

This document is a request for proposals. No language contained within is intended to imply contractual language. A separate contract will be developed between Aroostook County and the successful Bidder.

1. Health Care Services

Aroostook County seeks proposals from contractors to provide, subcontract, and manage health service administration, medical, mental health, substance abuse, pharmaceutical, dental services, bio-hazardous waste disposal, first aid-related staff training, and immunizations for the Aroostook County Jail. The Contractor will be the primary Bidder to provide the services and will be responsible for administration, financial management, clinical oversight for the provision of all health care services, and ensuring that the health care services meet or exceed the Maine Department of Correction's Jail standards, Prison Rape Elimination Act standards, and comply with all policies and procedures of the Aroostook County Jail.

The Contractor will be responsible to the Aroostook County Jail and Aroostook County for providing Health care service providers for the Aroostook County Jail. The Contractor is expected to fully integrate and collaborate with community health care service providers to ensure seamless provision of health care services between the community and the jail.

The Contractor shall be responsible for supplying medical supplies, contractor forms, inmate medical records as approved by the Maine

Department of Corrections, books, periodicals, dentures, prosthetic devices, hearing aids, eyeglasses, frames, and cases. All equipment provided by the Contractor shall be in good working order and shall be maintained and repaired appropriately and at the Contractor's expense.

This RFP requires that any potential subcontractors be an active partner in the proposal by submitting a letter of commitment that outlines the health care services that the subcontractor would provide. Aroostook County reserves the right to approve the provider of any subcontracted services.

This RFP is for the following services: health service administration, medical, mental health, substance abuse, pharmaceutical, dental services, bio-hazardous waste disposal, (first aid and related) staff training, and immunizations. They acknowledge that their Contract will be managed through the designated Health Service Administrator and that any inmate records or records associated with inmate care are the property of Aroostook County Jail.

a. Health Care Administration Services

The Contractor ensures the provision and coordination of health care administrative services at Aroostook County Jail including:

Inmate Medical Records maintenance for Aroostook County Jail.

Staff and operation records are necessary to provide documentation for standards compliance.

b. Adult Medical Services

The Contractor ensures the provision of medical services for adult inmates at the Aroostook County Jail.

c. Adult Mental Health Services

The Contractor ensures the provision of mental health services to adult inmates at the Aroostook County Jail, including crisis services.

d. Adult Substance Abuse Services

The Contractor ensures the provision of substance abuse services to adult inmates at the Aroostook County Jail, including the provision of medically assisted or augmented treatment services.

e. Pharmaceutical Services.

Aroostook County reserves the right to enter into a contractual agreement with a qualified pharmaceutical supplier for prescriptive medications for inmates incarcerated at the Aroostook County Jail.

The Contractor ensures the provision and coordination of pharmaceutical services to adult inmates at the Aroostook County Jail. The Contractor shall be responsible for returning any medications not used and providing proper credit for those medications.

f. Dental Services

The Contractor ensures the provision of essential dental services to the adult inmates of the Aroostook County Jail.

g. Laboratory Services

Laboratory services will be the responsibility of the medical Contractor.

h. Imaging Services

Imaging services will be the responsibility of the medical Contractor.

i. Bio-Waste Management Services

The Contractor will be responsible for the collection and disposal, and cost thereof, of all medical waste that requires special disposal according to federal and state statutes or regulations. Bidders should propose a plan for managing the collection and disposal of medical and hazardous waste. This includes all Bio-waste generated as part of any Sheriff's Office Operation or program.

j. Sheriff's Office Staff Services

The Contractor will be responsible for providing the following staff services:

1. Annual Influenza inoculations.
2. 1st Aid/CPR training and certification
3. Other medical, mental health, and substance use disorder training to staff as coordinated with Sheriff's Office staff.
4. Hepatitis B inoculations
5. Emergency testing/inoculations for developing diseases as directed by Maine Center for Disease Control
6. Emergency first aid for staff medical emergencies until Emergency Management Services takes over.

2. Expected Duration of the Contract

The initial term of the integrated health care services contract will be 12 months. The Contract will provide optional additional renewal periods of up to two (2) years (12 months each).

3. Projected Population

The Aroostook County Jail's population is highly variable and dependent on various housing contracts with other agencies. It is the intent that any contracts resulting from this RFP do not limit Aroostook County from entering into outside housing contracts in any way.

Aroostook County Jail's average daily population for 2021 is 94, and the average daily population for 2022 is 102.

The daily population rises and falls quickly. We have had as many as 135 in jail and as low as 68 in the last two years. The ADP numbers above only represent our current experience and are not a projection of the jail's future population. These population numbers are only projections and have been made to assist with the RFP process.

4. Facility Description and Equipment.

a. Medical Exam Area

The medical service area is accessed by inmates either via directed or escorted movement to the clinic area. When inmates are in the medical service area, a staff member will control access and egress from the clinical area.

The major components of the medical service area include the examination rooms, nurse's station, records, and medication storage.

Two exam rooms are provided; one for general exams and sick call and one for specialized treatment. The exam rooms contain lockable cabinets for supplies; a sink; an exam table (one for OB/GYN exams); a wall-mounted aneroid blood pressure cuff, otoscope, and ophthalmoscope; an exam stool; and a writing surface. The specialty treatment room is designed to draw laboratory specimens.

Biohazard material storage space is provided.

A medication storage area has been designed with a secondary locked cabinet for narcotics. Space is provided for cart storage.

Medical records storage is provided adjacent to the nurse's office for all active inmates at the facility and to hold records for inactive inmates. Inactive records of deceased inmates will be entered into a secure area after year.

In addition to records storage, a charting/physician workspace is equipped with a computer and standard office equipment.

A secure closet provides storage for equipment, supplies, and wheelchair.

b. Equipment

ACJ will provide the following furniture and equipment:

Workspaces:

- * Nurse Station/Office
- * Exam Rooms
- * Office
- * Medication Work/Storage Area
- * Medical Records Room

Inmate Seating

- Desks
- Desk Chairs
- Guest Chairs
- Book Cases
- Computers
- Laser Printer
- Fax Machine
- Wall or Desk Phones
- Shelving
- Exam Tables
- Exam Lamps
- Exam Stool
- Trash Cans
- Medical Beds
- Wheelchairs
- AED
- Wall mounted aneroid blood pressure cuff, otoscope & ophthalmoscope

All other health care furniture, equipment, and supplies will be the responsibility of the Single Health Authority.

5. Contact for ACJ re: RFP

The contact person for the Request for Proposals is:

Name: **Commander Craig L. Clossey – Jail Administrator**
Aroostook County Jail

15 Broadway St. Houlton, ME 04730

Email: craig.l.clossey@aroostook.me.us

6. Compliance with Standards

All health care services must meet or exceed the Maine Department of Correction's Jail Standards, Prison Rape Elimination Act standards.

a. Definitions

- I. **Bidder:** "Bidder" means the person, firm, or corporation responding to this RFP.
- II. **Closing Time:** "Closing Time" means the closing date, time, and place as set out on the title page of this RFP.
- III. **Contract:** "Contract" means the executed agreement between the County and the Contractor on the terms and conditions set out in the Contract Documents.
- IV. **Contract Documents:** "Contract Documents" means the Contract, The Contractor's Proposal Documents, the RFP, and other documents listed in the Contract.
- V. **Contractor:** "Contractor" means the successful Bidder who enters into a contract with the Authority to provide the Integrated Health Services pursuant to the RFP.
- VI. **Jail Administrator:** "Jail Administrator" means the Administrator of the Aroostook County Jail.
- VII. **DEA:** "DEA" means the United States Drug Enforcement Administration.
- VIII. **Essential Services:** "Essential Services" means non-elective health care. Essential services are health care services that, if not provided, would, in the opinion of the Single Health Authority's Medical Director, cause the Inmate's health to deteriorate or cause definitive harm to the Inmate's well-being.
- IX. **Inmate:** "Inmate" means an adult person in the custody of the Aroostook County Jail. Resident and Inmate are synonymous in this RFP.
- X. **Integrated/Comprehensive Health care Services:** "Integrated Comprehensive Health care Services" means medical, mental health, substance abuse, and dental services.
- XI. **County:** "County of Aroostook"
- XII. **MDOC:** "MDOC" means the Maine Department of Corrections.
- XIII. **NCCHC:** "NCCHC" means the National Commission for Correctional Health Care.

- XIV. PREA:** Prison Rape Elimination Act
- XV. Proposal:** "Proposal" means the proposal with all accompanying schedules, appendices, or addenda submitted by the Bidder in response to the RFP.
- XVI. RFP:** "RFP" means this Request for Proposal consisting of all papers bound with or attached to this document. These may include but not be limited to: Addenda (or Addendum, if singular) issued during the RFP process.
- XVII. Requirements or Services:** "Requirements" or "Services" mean all specifications and requirements set out in any section in the RFP that describe the general requirements that the services, goods, materials, or equipment must meet and the successful Bidder must provide.
- XVIII. Single Health Authority:** "Single Health Authority" means the successful Bidder who is awarded the Contract to provide integrated health care services; who will be responsible for the administration, financial management, and clinical oversight for the provision of all health care services; and will ensure that the health care services meet or exceed the Maine Department of Correction's Jail Standards Prison Rape Elimination Act Standards-standards of health care.
- XIX. Special Conditions:** "Special Conditions" means the special conditions, if any, set out in the RFP and elsewhere in the Contract.
- XX. State:** "State" means the State of Maine.
- XXI. Subcontractors:** "Subcontractors" means subcontractors, agents, or third parties engaged by the Bidder in connection with providing or supplying the services, goods, materials, or equipment.
- XXII. ACJ:** "Aroostook County Jail."

b. Purpose of the RFP

Aroostook County is requesting proposals from agencies to provide two proposal formats. Each proposal is required to have tiered pricing based on the service levels listed on pages 8 and 9. One proposal format is all-inclusive. Assuming your agency will provide all the following services, and the second proposal format is for each individual service.

Please provide a separate proposal for each individual service that you wish to provide (assuming that this may be the only service that your agency will provide). If your agency is not capable of providing all the requested service(s), you are not required to submit an all-inclusive proposal. Services to be provided: health service administration, medical, mental health, substance abuse,

pharmaceutical, dental services, bio-hazardous waste disposal, first aid related staff training, and immunizations. This Request for Proposals (RFP) contains the key questions and information requirements for respondents to address. Submissions must fully address all items. It is the intent of the RFP process to receive proposals prepared in accordance with this RFP and consistent with the scope of services required.

Innovative ideas for the management of the Aroostook County Jail inmate health care services will be welcomed. Proposals will be evaluated based on the criteria established within the RFP. The County anticipates receiving all proposals and then negotiating a contract(s) with a bidder(s). The County reserves the right to negotiate any and all fees and contractual terms upon selection of the preferred Contractor.

c. Objectives of the RFP

- I. To collect information necessary for the evaluation of competitive proposals submitted by qualified bidders;
- II. To provide for a fair and objective evaluation of proposals;
- III. To produce a contract between the successful Bidder(s) and the County that will deliver quality inmate health care services that will meet ACA standards for health care services, PREA, and MDOC jail standards and are consistent with ACJ Policies and Procedures;
- IV. To contract with a bidder(s) that maintains an open, collaborative relationship with the County, the Administration, and the staff of ACJ and good working relationships with community health care providers;
- V. To operate health care services at full staffing, using professionally trained personnel who are licensed and/or certified in compliance with Maine statutes and/or regulations;
- VI. To operate a health services program in a cost-effective manner with full reporting and accountability to the Administrator and the County;
- VII. To maintain complete and accurate records of care as required by the Administrator, the County, and the state, and to collect, analyze and report health statistics on no less than a quarterly basis;
- VIII. To operate the health services programs in a professional manner with respect for the inmates' right to essential health care services;
- IX. To deliver health care in a manner consistent with the standards established in the health care provider community in which ACJ exists and with the resources available.

B. Bid Process and Proposal Procedure

1. Questions/Clarifications

Any and all questions concerning the RFP should be addressed to:

Name: **Commander Craig Clossey – Jail Administrator**
Aroostook County Jail
25 School St
Houlton, Maine 04730
Email: craig.l.clossey@aroostook.me.us

Any matters that are not addressed or that are unclear in this RFP should not be assumed by the Bidder but should be submitted in writing. Written responses to all questions will be posted on the County of Aroostook website (www.aroostook.me.us) by DATE.

2. Schedule

RFP posted on Website:	April 12, 2022	
Responses to Questions Posted:	within 48 hours of receipt.	
Closing of RFP:	05.15.2022	4:00 p.m.
Opening of Proposals:	XX-XX-XXXX	
Anticipated Award Date:	XX-XX-XXXX	
Commencement of Contract:	TBD	

3. Proposals

The proposal must address each aspect of the RFP in the order outlined in the RFP and state in detail how on-site and off-site health care services will be provided within the organizational structure and requirements of the RFP. The Bidder must demonstrate an understanding of each task. Each task must be identified along with an explanation of how the Bidder plans to approach the task. A mere restatement of the tasks set forth in the "Scope of Work" sections of this RFP will not be considered responsive. Proposals must be submitted to:

County of Aroostook
Ryan Pelletier – County Administrator
144 Sweden St.
Caribou, Maine 04736

4. Receipt of Proposals

All bids shall be submitted in writing, in a sealed envelope or package clearly marked on the outside **ACJ Health Care Services**. Sealed bids shall be received in the Aroostook County Commissioners' Office, 144 Sweden St. Caribou, Maine 04736, no later than **05.15.2022 at 4:00 p.m.** Any proposals received after the scheduled closing time for the receipt of proposals will not be considered and will be returned to the Bidder unopened. The County is held harmless for any delays caused by the U.S. Postal Service or any other delivery service.

The Bidder may withdraw and/or resubmit their proposal at any time prior to the closing time for receipt of proposals.

If alternative Proposals are offered, the Proposals shall be submitted separately in the same format as the initial proposal.

5. Deviation from the Requirements

Any deviation from the requirements or the conditions specified in this RFP must be clearly stated in the Bidder's Proposal. The County will judge what constitutes an acceptable deviation. If no deviations are indicated in the Bidder's Proposal, the County expects the Bidder to be in full compliance with the requirements and conditions as stated herein.

6. County Discretion

A proposal that contains an error, omission, or misstatement, which contains qualifying conditions, or does not fully address all the requirements of this RFP; or otherwise fails to conform to the RFP may be rejected in whole or in part. The County may waive any non-compliance with the RFP, specifications, or any conditions, including the timing of delivery of anything required by the RFP. The County may, at its sole discretion, elect to retain for consideration Proposals that are non-conforming, which do not contain the content or form required by the RFP, or because they have not complied with the process for submission set out herein.

7. Unacceptable Proposals

Proposals received after the Closing Time or in locations other than the address indicated, may not be accepted and will be returned unopened.

Unacceptable proposals, which are opened in error, will not be considered.

Bidders are cautioned to carefully read and follow the instructions stated herein, as the County reserves the right to disqualify any Proposal that fails to meet any of the requirements of this RFP.

8. Right to Reject

THE COUNTY OF AROOSTOOK RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE BID DEEMED TO BE IN THE BEST INTERESTS OF THE COUNTY.

9. Modification of RFP

No verbal changes may be made to these specifications. All changes must be made in writing, copies of which must be received by all bidders not less than five (5) days prior to bid opening.

10. Oral Presentations/Interviews

If requested, Bidders will be required to provide the County with an oral presentation and be interviewed regarding their responses. If oral presentation/interviews are required, the Bidders will be notified at least one (1) week prior to the presentation date.

11. Award

A contract resulting from this RFP shall be awarded to the responsive and responsible bidding Single Health Authority whose proposal is determined to be most advantageous to the County, taking into consideration the price and the evaluation factors outlined in this document. The right is reserved to reject any and all proposals received. The County will be the final judge as to whether a Bidder's proposal has or has not satisfactorily met the requirements of this RFP.

The County is not under any obligation to award a Contract for this RFP and reserves the right at its sole discretion to terminate or amend this RFP at any time.

The Bidder acknowledges and agrees that the County will not be responsible for any costs, expenses, losses, damages (including damages or loss of anticipated profit), or liabilities incurred by the Bidder as a result of or arising out of submitting a Proposal to this RFP, or due to the County's acceptance or non-acceptance of their proposal or any contract award not made in accordance with the express or implied terms of the RFP.

12. Trade Secret Confidentiality

All proposals received and recorded at the bid opening are considered public records and available for public inspection. Trade secrets contained in a proposal may be kept confidential if the Bidder at the time the proposal is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the Bidder while attempting to maximize the availability of information to the public.

C. Qualifications of the Bidder(s)

To be considered for the award of one or more elements of this RFP, the Bidder must meet the following minimum qualifications.

1. Organizational Purpose and Experience

The Contractor must demonstrate the organizational experience and capacity to manage, subcontract, and be accountable for the delivery of integrated health care services that meet or exceed the Maine Department of Correction's Jail Standards, Prison Rape Elimination Act Standards, and national standards for healthcare.

a. Health Care Administration Services

The Contractor ensures the provision and coordination of health care administrative services at Aroostook County Jail including:

- i. Inmate Consolidated Health Record maintenance for Aroostook County Jail.
- ii. Staff and operation records are necessary to provide documentation for standards compliance.

a. Adult Medical Services

The Contractor must be organized to provide health care services, including laboratory services, imaging services, bio-waste disposal management, and staff services, and must have experience and proven effectiveness in administering adult health care programs in hospitals, jails, or other institutional settings.

b. Adult Mental Health Services

The Contractor must be organized to provide mental health care and crisis services and must have experience and proven effectiveness in administering adult mental health care programs in hospitals, jails, or other institutional settings.

c. Adult Substance Abuse Services

The Contractor must be organized to provide substance abuse services, including medically assisted or augmented treatment services, and must have experience and proven effectiveness in administering substance abuse services in community-based or institutional settings.

d. Pharmaceutical Services.

The Contractor must be organized to provide and coordinate pharmaceutical services and must have experience and proven effectiveness in administering pharmaceutical programs in hospitals, jails, public or private clinics, or other institutional settings.

e. Dental Services

The Contractor must be organized to provide dental services and must have experience and proven effectiveness in administering dental service programs in hospitals, jails, public or private clinics, or other institutional settings.

f. Familiarity with Standards of Care

Bidder must demonstrate familiarity with the Maine Department of Correction's Jail Standards, Prison Rape Elimination Act, and national standards of health care.

2. Organizational Chart and Information

Each Bidder must submit a chart depicting the structure of the Bidder's organization. The organizational chart must also depict the Bidder's parent corporation, any subsidiaries of the Bidder or the Bidder's parent organization, and other significant relationships for the operation of the organization. Any Bidder that is a subdivision of a parent organization must specifically cite the existence of the relationship. Failure to disclose the actual corporate structure will be deemed a violation of the RFP.

If the Bidder is a subsidiary of a parent organization, the Bidder must indicate whether the parent organization will agree to absorb the Bidder's debts.

Each Bidder must also provide the following information:

- a.** Date and location organized/incorporated to provide health care services.
- b.** Experience providing health care services
 - i. Number of current institutional contracts or description of community-based clinics.
 - ii. Number of employees;
 - iii. Annualized payroll;
 - iv. Number of years providing health care;
 - v. Number of years providing volume institutional facility health care services.
- c.** A list of the Bidder's (or partnering subcontractors) experiences in providing the appropriate specific (medical, mental health, substance abuse, dental) health care service in an institutional setting.
- d.** Resumes of all individuals holding principal positions identified by the organizational chart. For purposes of this requirement, "principal positions" mean the Executive Director, the Chief Financial Officer, the Chief Clinical Officer, and the Program Officer.

- e. A list of all medical contracts between the Bidder and local, county, or state correctional facilities or health care institutions, or similar authorities in the past ten years, including the following information:
 - i. Identity of the entity or entities with whom the Bidder contracted.
 - ii. Description of the nature of the population served.
 - iii. Date of the original Contract and the amount of the Contract
 - iv. Number of years and times the Contract was renewed
 - v. Types of services provided and to what number of persons the services were provided.
 - vi. Names of facilities or services accredited and name of the accrediting agency.
 - vii. Name of the facility or facilities where ACA, PREA, or NCCHC accreditation was lost.
- f. A list of all pending litigation in which the Bidder is a party, all litigation concluded in the last five years, and the outcome, including settlements, of the concluded litigation.
- g. A description of the billing and collection systems that the Bidder proposes to use in providing the integrated health care services (medical, mental health, substance abuse, dental) to the inmate population.

3. Accreditation Experience

Bidders must have demonstrated experience in meeting the standards of, obtaining, or maintaining accreditation standards such as National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), Prison Rape Elimination Act (PREA), or the Joint Commission on Accreditation of Health care Organizations (JCAHO).

4. Insurance

a. Liability Insurance

i. Coverage

At the time of commencement of the Contract, the Bidder shall have in place the following insurance coverage(s):

- a. a general commercial liability insurance policy that covers tort claims against Bidder and Bidder's staff relating to its performance of work under the terms of the Contract and naming the County as an additional insured, with a limit of no less than \$1,000,000.00 per occurrence and a total policy limit of no less than \$3,000,000.00;

- b. a professional liability insurance policy that covers claims against Bidder and Bidder's staff relating to its performance of work under the terms of the Contract and naming the County as an additional insured, with a limit of no less than \$1,000,000.00 per occurrence and a total policy limit of no less than \$3,000,000.00;
- c. civil rights insurance to cover civil rights claims against Bidder and Bidder's staff relating to its performance of work under the Contract and naming the County as an additional insured, with a limit of \$1,000,000.00 per occurrence and a \$3,000,000.00 total policy limit; and
- d. insurance to cover tort and civil rights claims resulting from the conduct of Bidder's staff against the County, its employees, and its agents whom the Bidder is required by Contract to indemnify, with a limit of \$1,000,000.00 per occurrence and a \$3,000,000.00 total policy limit.

ii. Continuing Coverage

At the time of termination of the Contract, the Bidder shall provide continuing insurance coverage to cover the claims described in E.4, using professional liability insurance and civil rights insurance policies subject to the same County review and approval provisions described in E.4, for a period sufficient to meet any applicable statute of limitations.

iii. Proof of Coverage, Changes in Coverage

The Bidder must submit proof of insurance coverage consistent with the requirements of the RFP before the signing of the Contract. The County has the right to review any insurance policies procured by the Bidder at any time after the parties execute the Contract and until Bidder's performance under the Contract is complete. The Bidder must promptly notify the County of any changes in insurance coverage, and the County will have the right to approve any such changes. The County will not unreasonably withhold such approval.

b. Employee-Related Insurance

Before signing the Contract, the Bidder must have in place and must be prepared to submit proof of the following insurance coverage: Worker's Compensation Insurance in compliance with Maine law, Unemployment Insurance in compliance with federal or Maine law, and any other employee insurance required by federal or Maine law.

5. Responsibility of Compliance with Legal Requirements

The Bidder and the Bidder's Company shall fully comply with any and all applicable federal, state, local, environmental, and safety laws, regulations, ordinances, and standards, the Maine Department of Corrections Standards, all applicable state Codes, and ACA standards.

6. Recruitment

The Bidder must demonstrate by evidence of prior hiring practices an ability to recruit all personnel necessary to provide the services specified in the RFP.

7. Support to On-Site Personnel

The Bidder must demonstrate its ability to provide a full-time system of technical and medical inspection and support to the on-site personnel.

8. Supervision of Clinical and Administrative Services

The Bidder must have the full-time home office capability of supervising and monitoring the services provided under the Contract and ensuring the satisfactory provision of services at all times.

9. Licensing

The Bidder, if chosen as the successful Bidder, must submit to the Administrator copies of the Maine license or licenses for each practicing professional who will perform services under the Contract. The Bidder must submit the license before the professional begins performing services under the Contract. Current copies of licenses must be maintained on-site throughout the period of the Contract.

10. Commencement of Services

The Bidder must be able to provide services no later than July 1, 2022.

11. Transition Plan

The Bidder must describe in detail in the proposal how it would accomplish the transition to full delivery of services on the effective date of the new Contract. The plan should specifically address what personnel would be performing what transitional functions on which dates, including formulating plans, hiring employees and subcontractors, and developing health care policies and procedures (see F8).

12. Disqualification

A Bidder whose proposal does not meet the mandatory minimum qualifications of Section F of the RFP will be considered out of compliance, and the proposal may be rejected.

D. Scope of Services

1. Service Requirements and Special Conditions

The Aroostook County Jail (ACJ), located in Madison, Maine, is a modern correctional facility that opened on October 31, 2008. The bid is for services that will be provided on-site in the jail.

a. Intent

It is the intent of Aroostook County to solicit proposals for an Integrated Health Services Program at the Aroostook County Jail and to select a Bidder who best satisfies the requirements for inmate health care. Aroostook County will also solicit proposals for individual elements of Inmate Health care where these can best satisfy the requirement. It is emphasized that the selection of a contractor ultimately resides with the County.

b. Scope of Work and Service

The Contractor will be responsible for the contracted portion of comprehensive health care at ACJ and shall conduct the program in full compliance and in accordance with recognized standards, laws, ordinances, rules and regulations of Federal, State, and Local authorities that may be applicable. The responsibility for providing health care commences with the commitment of an inmate to the custody of ACJ and ends with the discharge of the Inmate or, in the case of prescriptions, seven days after release from custody.

The health care delivery system must conform to State standards for medical services. The system must also be compliant with all applicable PREA standards.

The successful Bidder will be required to deliver quality health care that can be audited against established standards and performance outcomes, in a cost-effective manner, with full reporting and accountability to the Correctional Administrator and the County.

The successful Bidder will implement a written health care plan with clear objectives, policies, procedures, and an annual evaluation of compliance.

2. Adult Medical Health Care

This element of health care services under this RFP is the provision of general non-psychiatric medical services at the ACJ. The Bidder should explain how it proposes to provide the medical services described in this section of the RFP, consistent with ACA standards, PREA standards, and Maine DOC jail standards.

a. General Health Care Service Requirements

The Contractor (s) shall provide, at a minimum, the medical services specified in this Section F.2. A Bidder may propose more than the minimum required services.

Physicians, physician assistants, and/or nurse practitioners practicing under the supervision of a physician shall provide all necessary and appropriate medical care for the inmates housed at ACJ.

The Contractor (s) will integrate jail-based health care services with community-provided services.

The Contractor (s) shall work cooperatively with the mental health, substance abuse, dental care providers, contracted pharmaceutical services, and all subcontractors to ensure timely and appropriate delivery of medical, mental health, substance abuse, and dental care to all inmates.

The Contractor (s) shall cooperate with the Correctional Administrator and the County to pursue all alternative payment methods. Indigent inmates shall receive necessary services regardless of their ability to pay.

b. Exceptions to Treatment

The Contractor shall provide health care services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of the provider.

The Contractor shall make arrangements to obtain laboratory tests or physical examinations as ordered by courts or for other purposes as determined by policy or statute to include forensic testing or physical examinations.

The Contractor will not be responsible for providing elective medical care to inmates except where required by law. For purposes of the proposal, "Elective medical care" means medical care that, if not provided, would not, in the opinion of the Medical Director, cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well being.

c. Intake/Booking Screening

The Contractor shall review the Intake/Booking Screening completed by the Intake/Receiving Officers on all new commitments to the ACJ.

Intake/Booking Screening should be reviewed before the Inmate enters the general population of the facility. At a minimum, the Intake/Booking Screening shall include:

- (1) Relevant past medical and mental health history, including communicable diseases, cardiac and circulatory problems, respiratory problems, allergies, muscular/skeletal problems;
- (2) Documentation of current illnesses and health problems, including medications taken and special health requirements;

- (3) Behavioral observations, including state of consciousness, mental status, and whether the Inmate is under the influence of alcohol or drugs;
- (4) Notation of body deformities, trauma markings, bruises, ease of movement, etc.
- (5) Conditions of skin, including trauma markings, bruises, lesions, rashes, needle marks, or other indications of drug misuse, should be noted.
- (6) For females, current pregnancy status;
- (7) A standard set of questions will be used for purposes of recording the information of the Intake/Booking Screening and will be included in the health record of the Inmate; and
- (8) Referral of the inmates for special housing, emergency medical, or mental health services will be made as appropriate.
- (9) When necessary, Shift Supervisors will contact on-call medical or mental health services for consultation and/or on-site response.
- (10) Determine inmates that may need emergency medical treatment prior to the Aroostook County Jail accepting the commitment.
- (11) Additional requirements as later established

d. Initial Health Assessment

The medical Contractor shall perform an initial health assessment as soon as possible but at a minimum within twenty-four (24) hours of the Inmate's entry into the facility and should include:

- (1) Review of the Intake/Booking Screening
- (2) Medical History including communicable diseases, cardiac and circulatory problems, respiratory problems, allergies, musculoskeletal problems, and skin conditions.
- (3) Current Medical and Dental Problems
- (4) Current Medications and special health requirements
- (5) Current Mental Health Status (psychiatric symptoms, history of mental health outpatient and in-patient care, history of psychiatric medication, current suicide ideation, history of suicide attempts.
- (6) Current substance use status (withdrawals, history of withdrawals or detoxification, history of treatment, last substance use, and amount).
- (7) For females, a history of gynecological problems and pregnancies; current pregnancy status.

- (8) Current Vital Signs
- (9) Height/Weight
- (10) other lab work

e. Comprehensive Health Assessment

The medical Contractor shall perform a comprehensive Health Assessment on any inmate confined at the ACJ facility within fourteen (14) calendar days of the arrival of the Inmate at the facility. Such assessment shall be performed by a physician or physician extender. At a minimum, the comprehensive Health Assessment shall include:

- (1) Reviewing the Intake/Booking Screening and the Initial Health Assessment;
- (2) Additional data necessary to complete a standard history and physical, including a review of mental and dental status;
- (3) Screening tests for infectious and chronic disease, as clinically indicated;
- (4) Additional lab work as directed by the physician or physician extender for particular medical or health problems;
- (5) Additional tests as required based on the original screening tests;
- (6) Physical examination, including an oral screening for all inmates and a gynecological assessment for females;
- (7) Review of the physical examination and test results by a physician for problem identification; initiation of therapy when appropriate; and referral to mental health, substance abuse, and dental health service providers where indicated.

f. Medical Health Care Services

The medical Contractor shall be responsible for all medical health care orders. The medical Contractor shall ensure that appropriate and qualified health care professionals provide comprehensive medical health care, i.e., diagnosis, treatment, prescription of appropriate medications, and/or other treatments as may be indicated.

g. Medical Service Inpatient

ACJ does not have designated medical cells; however, the medical Contractor shall provide the medically indicated level of nursing care when designated infirmary beds are used for medical care. This may include 24-hour nursing care to include:

- i. Dressing changes.
- ii. Vital sign monitoring

- iii. Intravenous medication administration monitoring and care
- iv. Respiratory treatment and monitoring

h. On-Call Services

The medical Contractor shall provide a qualified health care provider to be on call as required to provide on-site emergency treatment and consultation for inmates at the ACJ facility on a 24-hour basis.

i. Medical Detoxification Services and Medically Assisted/Augmented Treatment Services

The medical Contractor will provide a medical detoxification program for inmates addicted to alcohol or drugs, which can be administered on ACJ property. The medical Contractor, in conjunction with the mental health and substance abuse contractors, will provide Medically Assisted/Augmented treatment services to inmates as indicated through screenings and assessments. This treatment will include urine testing to confirm compliance.

j. Consultation/Specialty Services

The Contractor (s) will consult with and provide diagnosis or referrals to health facilities for those inmates requiring more extensive treatment or specialty treatment that can not be provided on ACJ premises.

k. Facility Transfer Communication/Continuity of Care

The medical administration contractor will use a standard format to provide health care information to ensure continuity of care with other facilities upon transfer of the Inmate. This includes other correctional facilities as well as any required hospitalizations.

l. Community-Based Care

The Contractor (s) will provide written agreements executed with community providers for the provision of emergency transports, specialty care, and in-patient care, as may be necessary.

m. Hospital Care

Any hospital-level care will be the responsibility of the Contractor.

n. Forensic Examinations

The medical Contractor shall make arrangements for laboratory tests or physical examinations (such as body cavity searches) as ordered by courts or for other purposes as determined by policy or statute.

o. Chronic Care Clinics

The Contractor (s) shall make arrangements for coordinated on-going chronic care clinics that meet the minimum standards of PREA, MDOC, and various specialty health care organizations.

3. Adult Mental Health Services

The Contractor shall provide mental health treatment services to all ACJ inmates in need of mental health services. The Contractor will maintain a Memorandum of Understanding/Service/Authority with outside agencies providing service in accordance with PREA and MDOC Jail standards. Copies of these memoranda will be provided to the facility annually.

Maine Department of Health and Human Services provides an intensive case manager on-site at ACJ to provide case management services toward the return to community-based services.

The Mental Health Treatment staff will work closely and cooperatively with the DHHS Intensive Case manager.

a. Mental Health Assessment

The Contractor shall provide a qualified mental health professional to conduct a comprehensive mental health assessment for all inmates referred during the medical assessment or by staff or self-referred.

b. Crisis Intervention and Stabilization Services

Crisis intervention and stabilization services, including appropriate medication, individual treatment, focused small group treatment, and/or case management services, will be provided to all inmates.

Behavior management plans should be written and verbally communicated to ACJ facility staff to enhance continuity of care within the facility.

The Contractor shall provide sufficient staffing to cover a minimum coverage as indicated below, including some evening and weekend hours.

c. Psychiatric Medications

The Contractor will ensure that a qualified prescriber of psychiatric medication prescribes or consults with the medical service provider regarding appropriate psychiatric medication prescriptions.

d. Emergency Mental Health and Crisis Response Services

On-call, emergency, and crisis response services must be able to respond on-site on a 24-hour basis within a two-hour (2) window from notification.

Telephone consultation services must also be available to facility staff on a 24-hour basis.

e. Case Management Services (already provided)

Intensive Case Management Services is provided by an assigned DHHS case manager who is on-site at ACJ three days per week.

- (1) The DHHS case manager assists in identifying inmates who may benefit from case management services.

(2) Meets with inmates to assess the following resource needs: psychiatric services, medication management, substance abuse treatment, counseling, community case management, housing, vocational support, and entitlements such as Maine Care, Food Stamps, General Assistance, and Social Security income upon release.

(3) Coordinates with ACJ facility staff and the Contractor regarding the provision of mental health treatment and substance abuse services as needed in jail.

(4) Provides intensive case management (ICM) services, including coordination between criminal justice and mental health treatment programs, outreach to family and natural supports, and linkage to community services.

(5) Facilitates referrals to community mental health providers for services upon release.

(6) Maintains client records in order to communicate ICM services accomplished on behalf of the individual.

f. Suicide Prevention Program

The Contractor shall develop a strong, jail-appropriate suicide prevention program that meets PREA and MDOC standards.

g. Facility Transfer Communication/Continuity of Care

All Mental Health Services team members shall ensure communication and continuity of care with other local and state correctional facilities, local and state hospitals, other treatment facilities, and community-based providers.

4. Substance Use Disorder Services (SUD)

The Contractor will provide substance use disorder (SUD) services to inmates identified through screening or assessment as needing such services. The program must be provided onsite.

a. Substance Use Assessment

A substance use disorder assessment will be provided for all inmates referred for substance abuse services by the medical service provider, mental health service provider, corrections staff, or self-referral.

b. Coordination with Aftercare (Community-Based S/A Treatment Services)

The Contractor will actively work to engage aftercare services for those inmates in need of community-based SUD services upon release.

The Contractor will coordinate services for inmates accepted into aftercare and other community-based SUD services.

c. Coordination with Aftercare Dual Diagnosis Treatment Services

The Contractor will stay informed about and coordinate with community-based dual diagnosis treatment services in the community.

The Contractor will coordinate with the DHHS Intensive Case Manager or other community-based case manager or services provider to ensure these linkages to services for inmates with serious mental illnesses.

d. Facility Transfer Communication/Continuity of Care

The Contractor will ensure communication and continuity of care with other facility staff (correctional or treatment) as well as community-based providers.

e. Group Treatment

The Contractor will coordinate with the ACJ Administrator or designee to develop appropriate group treatment for ACJ inmates.

f. Medically Assisted/Augmented Treatment

The Contractor will provide appropriate medically assisted/augmented treatment services for ACJ inmates, including individual and group treatment.

5. Dental Treatment Services

The Contractor (s) will provide an appropriate dental program for the entire inmate population.

a. Essential Services

Oral care will consist of: treatment for pain and/or infection; extractions of non-restorable teeth; and gross debridement of symptomatic areas. In the event that an inmate is willing to pay for the services, repair and replacement of partials and dentures will be coordinated.

b. Emergency Services

Emergency dental services shall be available on a 24-hour a day basis.

6. Training for Facility Staff and Inmates

The Contractor will work with the facility staff, including Sheriff's Office staff and inmates, to provide educational materials and instruction on a variety of health care issues.

These shall include, but not be limited to, CPR and first aid; response to an emergency or disaster condition; signs and symptoms of mental illness; alcohol and drug withdrawals; chronic illness; completion of intake screenings; Bio-

Hazardous Cleanup; Bloodborne Pathogens and Universal Precautions; Basic Medical Situations, Suicide Prevention; Transmission of Communicable Diseases, and other courses as deemed appropriate by the Single Health Authority and the Correctional Administrator. Facility employees may be included in any in-service offering available to medical staff.

It is expected that the Contractor will provide training to ACJ personnel about the health care policies and procedures.

It is expected that ACJ staff will provide training to contractor personnel about the ACJ jail operations and emergency response plans.

Training that is provided must meet all applicable standards. All training will be negotiated with and determined by the Correctional Administrator.

7. Consultation Services

The Contractor shall provide consultation services to ACJ facility staff on any aspect of the health care delivery system at the facility. This shall include evaluations and recommendations concerning new programs, staffing patterns, alternate supply systems, and any other matter relating to health care services upon which the ACJ staff seeks the advice and counsel of the Contractor.

8. Health Care Policies and Procedures

The selected Bidder will be required to develop policies and procedures relating to the ACJ Integrated Health Services (including medical, mental health, substance abuse, and dental care). The Contractor (s) shall develop and implement policies that ensure appropriate comprehensive health care in compliance with Maine DOC, PREA, and ACA standards, laws, ordinances, rules, and regulations of Federal, State, and Local authorities as may be applicable. The Policies and Procedures of the Contractor (s) are subject to approval by the ACJ Administrator, designee, and the County.

The County retains the right to review and approve the Policies and Procedures of the Contractor (s) in any other areas affecting the performance of the County's responsibilities under the law.

9. On-Site Services for Staff and Visitors

The Contractor (s) will provide staff and visitors with emergency health or injury intervention. Intervention for both staff and visitors will only be until community-based responders arrive or the subject refuses such care and promptly departs the facility.

E. Personnel

The Contractor must recruit, interview, hire, train and supervise all health care staff. Such health care staff must be adequate to meet all conditions and specifications of the Contract.

1. Staffing Requirements

The Bidder will ensure that appropriate staff is available to provide the health care services as defined in this proposal. The Bidder will provide cost options for the staffing requirements listed below. Full staffing for the detention facility, using only licensed and professionally trained personnel, must be available for the following options. Part of the staffing requirements is to report to the Correctional Administrator on a monthly basis documentation that the below minimum requirements have been met.

a. Nursing Coverage

The medical Contractor will provide RNs, or a combination of RNs and LPNs under appropriate supervision, to conduct daily nurse's sick call, review medical requests, supervise medication administration, and perform other functions as required **12 hours a day, 7 days a week.**

b. Medication Administration

The Contractor will provide appropriately qualified staff to conduct and supervise medication administration for inmates three times per day, seven days per week. Medication distribution to inmates will be provided within the scope of Maine State Law and Maine DOC jail standards. Medication Administration errors will be reported within 24 hours to the Correctional Administrator. Quality review audits will be performed monthly.

Two medication passes a day as directed by the Contractor with consultation and direction from Corrections Staff.

Part of Medication Administration is Diabetic checks and medication administration, which is done before each meal as medically indicated and may include a prescription for snacks at night.

MAT medications are dispensed during regular medication pass at the Contractors direction with exceptions for security risk concerns. Security risk inmates will have an additional pass if Corrections Staff and Contractor agree.

c. Medical Sick Call

The Contractor will provide a Physician or a Physician Extender to provide on-site sick call once per week at a minimum. The schedule will be established during negotiations and may include work during evenings or weekends. It is expected that the Physician or Physician Extender will remain on-site long enough to complete the assessment/treatment of all

inmates who are scheduled to be seen that day. This time is determined by the Contractor.

d. Mental Health Services

The Single Health Authority will provide a qualified team of Mental Health Services Providers (including but not limited to counselors, psychiatric nurses, social workers, psychologists, and psychiatrists) who will be on-site based on the needs of the inmate population unless otherwise negotiated with the ACJ Administration. (This does not include the DHHS provided Intensive Case Management position). This time is to be determined by the Contractor or its subcontractor, which allows sufficient time to meet the needs of the inmate population for mental health services.

d. Substance Abuse Services

The Single Health Authority will provide a qualified team of Substance Use Disorder Services Providers (that may include but are not limited to counselors, social workers) will be on-site a minimum of hours per week based on the needs of the inmate population unless otherwise negotiated with the ACJ Administration.

e. Administration

The Contractor will identify an individual as their Single Point of Contact (often defined as a Health Services Administrator) to manage the comprehensive, integrated health care services contract and meet with representatives of ACJ or the Sheriff's Office command staff as needed.

This Single Point of Contact will be responsible for ensuring that the administrative responsibilities outlined below (see G3) are fulfilled.

f. Medical Director

The Medical Contractor will identify a Medical Director responsible for the clinical oversight of all health care services and ensure the provision of appropriate quality inmate health care meets national medical, PREA, and Maine DOC jail standards. The Medical Director will meet with the Sheriff and Correctional Administrator annually to set goals and objectives for the jail's Health Care system.

2. Personnel

a. Initial Employment by Administrator Approval

Employment of the Contractor's staff and subcontract personnel shall be subject to final approval by the ACJ Administration. Upon request by ACJ Administration and for just cause, the Contractor shall terminate any employee or subcontractor when the ACJ Administration deems it is in the interest of ACJ to do so.

b. Requirement to Pass Background Investigation

All health care staff providing services to ACJ inmates must have a pre-approved criminal background check and be licensed to practice in the State of Maine. Background checks will be conducted by the ACJ designated staff.

ACJ will take all reasonable, usual, and customary steps necessary to screen health care personnel to ensure that such personnel will not constitute a security risk to ACJ or the inmates.

c. Legal Compliance

All personnel provided by the Contractor shall comply with all federal, state, and municipal laws, ordinances, rules and regulations, and licensing requirements, all applicable court orders, all ACJ directives, and all ACJ Policies and Procedures. All personnel provided by the Single Health Authority must be licensed and certified appropriate for their positions and functions.

The Contractor will provide to ACJ and keep on file at the jail all required licenses and certifications, all renewals of licenses and certifications, and any modifications to or restrictions on any licenses or certifications of staff providing services under the Contract.

d. Written job descriptions and performance expectations.

The Contractor (s) shall provide each member of its comprehensive health care staff with written job descriptions and performance expectations that have been approved by ACJ and which clearly delineate the health care position's assigned responsibilities.

e. Coverage

The Contractor (s) shall maintain all minimum staffing requirements as negotiated between the ACJ Administration and the Contractor for all health care services based on the inmate population's needs.

3. Administrative Responsibilities

The Contractor shall be responsible for:

- a.** ensuring adherence of the health care staff to all federal, state, and municipal laws, ordinances, rules and regulations, all applicable court orders, all ACJ directives, and all ACJ Policies and Procedures.
- b.** ensuring that the medical and administrative staff report unusual problems or incidents to the ACJ administration as they occur.
- c.** ensuring that all inmate grievances about health care are investigated and responded to within the timeframe established by ACJ policies and procedures, PREA, and Maine DOC jail standards.

- d. ensuring that the health care status of inmates admitted to outside hospitals is reviewed and that the duration of the hospitalization is no longer than medically necessary.
- e. ensuring that all health care contacts are documented in the inmate health care record in the proper format and in accordance with standard medical practice, PREA standards, and MDOC jail standards.
- e. ensuring that a designee is available on-call 24 hours a day in order to ensure the orderly operation of the health care program.
- f. ensuring that all efforts are expended to contain health care costs of the inmates.
- g. ensuring the coordination between health service contractors and jail departments to fulfill Keep on Person medications, housing restrictions, clothing revisions, health apparatus authorizations, and special diets.

4. Personnel Policies

a. Policies and Practices

Each Bidder must describe in their proposals their recruitment practices, equal employment policies, employee continuing education program, employee performance review practices, and progressive discipline and termination policies.

b. Procedures

The successful Bidder should be aware that written personnel procedures that govern the Contractor's employees and subcontracts must be kept on file at ACJ and updated regularly. The personnel procedures shall include, but not be limited to, provisions for familiarizing employees with statutes, rules and regulations, and ACJ Policies and Procedures concerning security, confidentiality, affirmative action, and nondiscrimination in service delivery and employment.

5. Orientation and Training

All on-site health care personnel who provide services must complete the ACJ orientation and training program. Exceptions to this must be negotiated with the ACJ Administrator or designee.

All on-site health care personnel must meet PREA standards for pre-service and annual training for inmate contact positions.

6. Inmate Labor

Inmates shall not be employed or otherwise engaged by either the Contractor or its subcontractors in the direct rendering of any health care services.

F. Reports

The Contractor (s) shall provide monthly staffing reports and schedules to the ACJ Administrator.

1. Monthly Utilization and Costs

The Contractor shall have in place a tracking system indicating, at a minimum: staffing for each service, type of services provided, amount of services (number of services and amount of service hours), and responsiveness to requests (time from referral received until service is provided).

The Contractor shall submit monthly reports to the ACJ Administrator or designee concerning the overall operation of the comprehensive health care services program and the general health of persons committed to the facility's custody. The monthly reports will also document, in detail, all off-site referrals.

A monthly log of inmate health care grievances and the review and disposition of each grievance will be kept by the Contractor.

2. Quarterly

The Single Health Authority will provide quarterly reports of service that identify problems in service delivery and any planned changes to remediate the issues.

The quarterly report will also include all off-site referrals and other costs incurred beyond the provider contract.

3. Annual

The Single Health Authority will develop and implement an annual written healthcare services plan with clear objectives, procedures, and quarterly compliance evaluation. The annual report must meet the Maine Jail Standards criteria.

G. Meetings

1. ACJ Administration

Periodic meetings (at least one per week) shall be held between the Single Health Authority and designated ACJ facility staff.

2. Health Care Staff

Appropriate medical, mental health, substance abuse, and dental health service staff shall attend and participate in ACJ facility staff meetings when requested by the administration.

3. Community-Based Providers

All contractor employees and subcontractors will attend treatment planning meetings with community-based providers as is reasonably required in order to ensure seamless delivery of comprehensive health care services from the ACJ facility into the community.

H. General Specifications

1. Facility Requirements

- a.** ACJ agrees to provide the Single Health Authority with secured clinical and office space necessary to provide the health care services.
- b.** ACJ will keep and maintain such clinical and office space with appropriate sanitary standards.
- c.** ACJ will keep and maintain ACJ equipment in good order and repair. The Single Health Authority shall be responsible for inspecting its equipment and ordering any needed repairs at its expense.
- d.** ACJ shall furnish housekeeping, laundry, and other services as may be required for the proper operations of the services provided by the Single Health Authority. Sanitation and maintenance, as would generally be done by a provider, will be the responsibility of the Single Health Authority.
- e.** ACJ shall support the Contractor's activities in carrying out comprehensive health care services such as correctional staff and other support deemed necessary through ACJ policy and procedures.
- f.** ACJ will maintain all health care equipment provided within the facility at the ACJ opening; the Contractor will be responsible for providing any additional medical equipment required.

2. Health Care Records

- a.** The administrative Contractor shall maintain complete, accurate, and confidential consolidated health care records: medical, mental health, substance abuse, and dental records; separate from the ACJ confinement records of the Inmate in compliance with HIPPA and all municipal, state, and federal regulations and laws.
- b.** The consolidated health care records are and will remain the property of ACJ. The Sheriff and Jail Administrator will have access to and copies of records on request.
- c.** All health care service documentation and information will be entered into the ACJ electronic jail management system. The health information will have a separate security level, and access will be limited to appropriate health care personnel.
- d.** The Contractor must follow all ACJ Policies and Procedures relating to access to and confidentiality of the health care records.
- e.** Responses to all Freedom of Information Act requests will be coordinated through the designated ACJ staff member.

3. Security Responsibilities

All health care personnel, whether employees or subcontractors, must follow the ACJ Policies and Procedures relating to security. This may include restrictions

on dress, items allowed into the facility, requirements for security screenings, and various levels of search when authorized by the policy.

4. First Aid Kits

ACJ will be responsible for providing standard correctional emergency first aid kits in all housing areas. The Contractor will be responsible for the routine monthly auditing of the first aid kits and maintaining them.

5. Quality Assurance and Review Programs

The Contractor (s) shall comply with all applicable ACJ, PREA, and Maine DOC Policies and Procedures relating to quality assurance and review.

The Contractor shall be responsible for establishing a health care utilization review process appropriate to comprehensive health care services provision for inmate health care provided by the Contractor and its subcontractors.

The Contractor shall ensure that all medical services are provided most cost-effectively. The Contractor shall utilize practices that ensure effective care and cost containment in future years.

6. Audits and Reviews

The Contractor will fully cooperate with the Maine Department of Corrections for any required audits of the comprehensive health care services as well as with other audits or reviews as may be contracted for by the County, which may include: PREA, ACA, NCHCC, and DHS Food Service. This cooperation includes: preparing for, maintaining all required records and data, and actively participating in the audit.

7. Preference for On-Site Services

The County and ACJ encourage contractors to provide all health care services on-site to contain costs and ensure security. Only those health care services with no on-site alternative shall be provided off-site. If a non-emergency service must be provided off-site, the transportation will be coordinated with ACJ. The Inmate will not be informed of the date and time of the transport.

I. Proposed Budget

1. Base Costs

The Bidder shall provide a detailed initial 12-month budget for the comprehensive health care services program (medical, mental health, substance abuse, dental and ancillary services) or individual service being bid. This budget will be charted at each population level.

For planning purposes, the Bidder shall submit an estimated cost for off-site inmate health care costs based on their experience with similar populations.

The Bidder shall outline its billing and payment requirements.

2. Co-Payment for Inmates

ACJ desires to obtain co-pay from inmates whenever possible. The contractors shall cooperate in ensuring that the Co-Payment Program is administered in accordance with ACJ Policies and Procedures, MDOC jail standards, applicable law, PREA, and ACA standards.

In the proposal, the Bidder should suggest a plan and strategies for implementing a Co-Payment Program and maximizing reimbursement to ACJ under the program. It is acknowledged the contractors will not collect or handle inmate co-payments. The County will determine the use of inmate fees

3. Third Party Reimbursements

The Bidder should describe how they will seek and coordinate third-party insurance reimbursement, where possible, for inmate medical services provided by the Contractor.

The Contractor will describe how they would pursue and establish operational procedures to routinely seek all insurance claims and government reimbursement for medical treatment provided.

4. Health Care Cost Control

The Contractor will be expected to provide health care at accepted per inmate cost levels. The Bidder should propose a plan for implementing and operating a cost-containment program.

The plan must include but need not be limited to the mechanisms by which the Bidder plans to control health care costs, areas in which cost savings will be achieved, and describe evidence of the success of such a program at any other healthcare site.

J. Proposal Instructions

1. Proposal Preparation Instructions

All proposals shall be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the Bidder's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County will be the judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Bidder's capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content. When requested to address specific sections of the RFP, the Bidder shall reference the response with the RFP's section number, and the answers shall be in the same numerical order as the RFP sections.

Proposals shall be submitted in a sealed package. The outside of the package shall indicate the name of the company/organization submitting the proposal and be marked "ACJ HEALTH CARE SERVICES." If the proposal is for a single

section of health care services, it will be marked as above, and the section that the bid proposal affects in all caps below.

Example: ACJ HEALTH CARE SERVICES;
 MENTAL HEALTH

Proposals should include statements on what sections of the proposal are specifically addressed and proposed pricing by population tiers.

2. Proposal Format

Proposals shall be concise and conform to the outline listed below.

Please Index each Section as outlined in this document by section number and letter.

3. Evaluation Criteria

Each proposal will be reviewed by a Proposal Review Committee. They will use an objective point assignment to score the relative strengths and weaknesses of the proposals.

4. Selection Criteria

Each proposal will be evaluated as to the Bidder's ability to meet the specification in the RFP. Any applicant who does not meet all of the specifications in the RFP or specific section being bid on may be disqualified from further consideration.

The categories will be evaluated as follows:

- a.** Proposal Presentation: format, clarity, completeness, thoroughness, and willingness to meet the requirements and specifications in the RFP;
- b.** Qualifications: financial stability, ability to perform, experience, references;
- c.** General Specifications: ability to meet the requirements of the RFP;
- d.** Scope of Work: the ability of the Bidder to fulfill the responsibilities of a Single Health Authority and the ability of the Bidder and/or proposed subcontractors to provide the comprehensive medical, mental health, substance abuse, dental and ancillary services required; enhancements beyond those specified in the RFP which further enhance the delivery of comprehensive health care services to the inmate population at ACJ;
- e.** Staffing and Personnel Requirements: staffing plans proposed and ability to recruit and supervise staff and the delivery of comprehensive health care services as required in the RFP;
- f.** Ability to meet the requirements of Reports, Meetings, and Policies and Procedures;
- g.** History and willingness to collaborate with providers from a variety of health care disciplines within the facility and the community;

h. Cost of the proposed budget: ability and willingness to develop an effective cost containment program and procedures;

i. Experience and credentials of the proposed Health Services Administrator/Single Point of Contact.

END

REQUEST FOR PROPOSALS

FOR

INMATE MEDICAL CARE SERVICES,
INMATE MENTAL HEALTH AND SUBSTANCE ABUSE CARE SERVICES

at the

Aroostook County Jail

