

REQUEST FOR PROPOSALS
for
INMATE MEDICAL SERVICES
to be furnished to the
ELKO COUNTY JAIL

ELKO, NV

TABLE OF CONTENTS

GENERAL INFORMATION AND REQUIREMENTS	3
I. Project Overview	4
II. Objective.....	4
III. Scope of Services	5
IV. Vendor Requirements.....	7
V. Mandatory Proposal Requirements.....	7
VI. Award Criterion	10
VII. Contract Monitoring	11
VIII. Terms of Contract.....	11
IX. Taxes.....	11

GENERAL INFORMATION AND REQUIREMENTS

Elko County Human Services Department and Elko County Sheriff's Department are requesting sealed proposals to provide inmate medical services for the detainees housed in the Elko County Jail, located at 775 W. Silver Street, Elko, NV 89801. A qualified individual, firm, partnership, corporation, or consortium will be selected at the sole discretion of the County as recommended by the Sheriff and Human Services Administrator.

Submission of Proposals

One original and five (5) copies of the sealed proposal must be delivered to:

Elko County Human Services
Attn: Amy Lewis
540 Court Street, Second Floor
571 Idaho Street (mailing address)
Elko, NV 89801

Sealed proposals shall be delivered no later than 4:00pm, on September 7, 2021.

Proposals received after the above date and time will be returned unopened. The County assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the submission to be received after the due date and time.

The proposal must be sealed and must be plainly marked on the front of the envelope "**Inmate Medical Sealed Proposal**", including the name of the firm or individual submitting the proposal. Failure to submit a proposal in a properly marked envelope may eliminate the proposal from consideration. Submission by fax or e-mail is not permitted.

All proposals must be signed by an authorized representative of the proposer.

All proposals submitted shall be binding for ninety (90) calendar days following the due date, unless the vendor(s), upon request of the County to agree to the extension.

Other Information

Elko County is not liable for any costs incurred in replying to the Request for Proposal. Such expense shall be borne exclusively by respondent. The County reserves the right to reject any and all proposals and to select the proposal considered most advantageous to Elko County.

Issuance of this invitation does not commit the County to award any contract to procure or contract for any equipment, materials, or services.

A formal contract is required and the proposer agrees and understands that Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners' Chairman as authorized by the Board of Elko County Commissioners.

Contacts

Questions concerning this Request for Proposal must be made in writing to:

Amy Lewis
Human Services Administrator
571 Idaho Street
Elko, NV 89801
775-748-0358
alewis@elkocountynv.net

The deadline to submit questions is 4:00pm, August 23, 2021. Answers to requests for clarification will be answered no later than 4:00pm, August 30, 2021.

I. Project Overview

Elko County Jail is requesting sealed proposals from qualified individuals, firms, partnerships, corporations, or consortiums having specific experience in providing inmate medical services to County jail detainees. These correctional healthcare services include physician services, nursing services, medical records management, and management services.

The successful vendor will provide correctional healthcare services for the detainees housed at the Elko County Jail located at 775 W. Silver Street, Elko, NV 89801. The facility houses male and female detainees and has an average daily population of 176 (39 females and 137 males), with the capacity to house 200 detainees at any given time.

II. Objective

The objective of this RFP is to select the most competitive and qualified vendor capable of providing correctional healthcare services to Elko County Jail. The selected proposal must meet the following objectives:

1. To provide for a fair and objective proposal that will result in a mutually satisfactory contract between the successful proposer and the County.
2. To deliver high quality detainee health services.

3. To operate the health care program in a cost-effective manner with full reporting and accountability to the Sheriff and Human Services Administrator or designees.
4. To provide services using only State of Nevada licensed, certified, and professionally trained personnel.
5. To implement a written health care plan with clear objectives, policies, and procedures.
6. To maintain an open and cooperative relationship with the administration and staff of Elko County and the jail.
7. To provide a comprehensive program for continuing staff education at the Elko County Jail.
8. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular and periodic basis.
9. To operate the health care program in a humane manner with respect to inmate's rights to basic health care services.
10. Vendor to provide services compliant with the National Commission on Correction Health Care Standards.

III. Scope of Services

The vendor shall implement policies, procedures, and protocols that meet the requirements of the Sheriff and shall perform all work in a manner consistent with the jail's administration policies and other relevant laws of the State of Nevada. The vendor must also comply with all requirements of HIPAA to the extent that HIPAA applies to the jail.

- **Physician Services:** Provide on-site physician or physician's assistant services with the physician acting as the Site Medical Director and responsible for all medical decisions. Physician will remain on-site as long as necessary to complete all medical duties and work with medical staff. Physician will respond to inmate requests for medical care (kite) within 48 hours of the request or sooner if determined by triage. Physician will answer inmate grievances related to medical services within 48 hours of the complaint. Physician may also triage and treat minor dental issues until inmate can be seen by a dentist.
- **Pharmaceutical Services:** Vendor will be responsible for the purchasing, dispensing, recording, administration, and storage of all pharmaceuticals,

including psychotropic medications, by qualified personnel and for the proper storage of syringes, needles, and surgical instruments. Pharmaceutical distribution to inmates is required seven (7) days per week and may be done by nursing staff – included in nursing hours above.

- Laboratory and X-ray Services: Provide laboratory and x-ray services as deemed medically necessary. X-ray equipment is not provided.
- Supplies and Office Equipment: Provide a list of all disposable supplies it will provide at its own expense. Vendor will need to provide all computers, scanners, printers, copier(s), and fax machine(s) as well as the supplies for the operation of the same, e.g., toner, paper, etc. Elko County will provide access to internet for the purposes of inmate medical purposes. All such equipment shall be approved by the Information Technology Department of Elko County.
- Provide an after-hours physician resource for jail staff to call with questions regarding inmate medical issues.
- Disposal of all medical waste, including infectious or hazardous waste. The material must be removed from the facility and disposed of as regulated by Federal, State, and local laws. All costs related to the disposal shall be at the expense of the vendor.
- Manage and maintain all detainee medical records separate from the jail records of the detainee. Physical and electronic records shall be kept secure. The Sheriff is the owner of the medical records.
- Provide required documentation of detainee medical care as required for the jail staff to post detainee healthcare charges to detainee accounts.
- Provide management services including, but not limited to Utilization Management and Risk Management.
- Provide, analyze, and report medical statistics and overview of medical program on a time frame as established by the vendor and Elko County.
- Adhere to jail security policies and procedures. Inmates will not be permitted to assist health care provider with any services, including clerical.

ADDITIONAL SERVICES (NOT REQUIRED, BUT WILL BE GIVEN PREFERENCE):

- Nursing Services: Provide registered nurse(s) on-site up to 60 hours per week. The registered nurse(s) will conduct sick call, triage medical requests, coordinate off-site treatment and services, medication management, and records

management.

- Mental Health Services: Provide mental health services to inmates.
- Value Added Services – outline any additional value-added services your company will provide.

IV. Vendor Requirements

Vendor's responsibility shall commence immediately upon the Sheriff's acceptance of inmate into the jail.

Vendor will provide on-site emergency medical treatment to detainees as needed and appropriate.

Vendor will provide on-site medical care to pregnant detainees as appropriate. Vendor will not provide labor and delivery services and will not provide healthcare services to an infant following birth.

Vendor will not be responsible for the provision of elective medical care to detainees. For purposes of agreement, "elective care" means medical care that, if not provided, would not, in the opinion of the vendor's medical doctor or contract physician, cause the detainee's health to deteriorate or cause definite harm to the detainee's well-being.

V. Mandatory Proposal Requirements

Minimum submission requirements include:

1. Company information – Firm name, address, telephone number, fax number, and primary contact.
2. Acting/Primary Physician location if different from company information.
3. Corporate history – Brief history of firm.
4. Qualifications – A narrative statement specifying why your firm believes it is especially qualified to undertake this project. Include resumes of key personnel who will oversee this project.
5. Scope of services – Examples of specific knowledge and expertise related to this type of project.
6. Job descriptions – Job descriptions for all staff positions providing services under contract with Elko County jail. All project personnel assigned by the vendor will

be required to undergo a criminal background check to be performed by the Sheriff's Office and must be approved by the Sheriff prior to working in the facility. The cost of the background checks provided for vendors staff will be at the cost of the vendor.

7. Education and training – Provide information on continuing education and training for correctional officers, staff, and inmates.
8. References – Provide listing of all clients current and previous with County name, reference, title, and phone number. Please note date of a contract start and if no longer a client, the termination date. Provide a listing of sites that your company has followed in another vendor. This information must be provided, or the proposal may be disqualified.
9. Lawsuits and claims – Full disclosure of all lawsuits and claims finalizing with an award against your firm in the past twenty-four (24) calendar months.
10. Insurance – A list of the firm's standard coverage for insurance including liability and malpractice.
11. Value-added services – Provide a list of any "value added" services that may be available to the jail or County through the vendor.
12. Cost proposal – Breakdown of cost options for each service.

Proposal Format

Vendor's response should be formatted in the sequence listed under Section V above. Any supporting documentation should be included after the required documents.

Site Visit

An optional site visit can be scheduled. Vendors that are interested may attend a site visit prior to responding. Interested vendors should contact Sheriff Aitor Narvaiza at (775) 777-2501, with the company name and those who wish to attend. Vendors must schedule a site visit at least 72 hours in advance.

Vendor Personnel

Elko County shall have the right to reject any person's entry into its facilities, and to require the removal of any person when it deems such action to be necessary for the safety and security of the facility or its inmates. It is further noted that the right of entrance by any person to the jail is under the sole jurisdiction of the Elko County Sheriff's Office.

All vendor personnel, including the personnel of its subcontract and its agents, will be subject to security background checks and clearances by the Elko County Sheriff's Office prior to entrance to the facility. The individual and the vendor will provide such cooperation as may be reasonably required to complete the security check. Elko County agrees to perform such security checks in a timely manner and not unduly delay such checks.

Compliance with the Request for Proposal

Proposals submitted shall be in strict compliance with the terms of the Request for Proposal. Failure to comply with all provisions may result in disqualification. Elko County reserves the right to reject any or all submittals or waive minor defects or irregularities in any submittal.

The determination of services to be provided by the selected vendor shall be at the sole discretion of the Sheriff and Human Services Administrator. Elko County further reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or request additional information from any and/or all respondents. By submitting a qualification, the vendor thereby agrees that Elko County's decision concerning submittal is final, binding, and conclusive upon it for all purposes, and acknowledges that Elko County, in its sole and unqualified discretion, may waive or deviate from the procedures and/or timetable described in the RFP. All materials become the property of Elko County and may be available to the public. All costs incurred in creating the RFP are the responsibility of the contractor/vendor.

Insurance Requirements

1. Vendor shall furnish Elko County with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Nevada:
 - A. Workers' Compensation and Employer's Liability Insurance in compliance with the State of Nevada Revised Statutes and Employer's Liability Insurance with a limit no less than \$100,000 each accident.
 - B. Commercial General Liability with a minimum of \$1,000,000 per occurrence / \$2,000,000 aggregate combined Single Limit for Bodily Injury and Property Damage Liability.
 - C. Automobile Liability with a minimum limit off \$1,000,000 per accident.
 - D. Professional Liability with a minimum limit of \$1,000,000 per occurrence and \$3,000,000 covering the vendor and all physicians, nurses, etc.

assigned or authorized by the vendor under this agreement.

- E. Civil Rights Insurance with a minimum of \$1,000,000 per claim made/\$3,000,000 aggregate.
- 2. Such insurance shall include ninety (90) day notice to the County prior to cancellation or material policy change. The notice given shall be given to Elko County, 571 Idaho Street, Elko, NV 89801.
- 3. The contractor shall be required to hold harmless, defend and indemnify Elko County and its officers and employees from all claims of bodily injury, including death and property damage, arising from or alleged to be caused by the contractor's acts or omissions related to the performance of the contract.

VI. Award Criterion

Proposals submitted will be evaluated based on criteria including, but not limited to the following:

- 1. General quality and adequacy of response
 - a. Completeness and thoroughness
 - b. Understanding of the project
 - c. Responsiveness to terms and conditions
 - d. The listing of any exceptions or conditions detailed by the vendor in the specifications as written.
- 2. Technical approach
 - a. Approach to problem analysis
 - b. Clarity and organization in concept and development
 - c. Quality and quantity of services to be rendered
- 3. Organization, personnel, and experience
 - a. Qualifications of personnel
 - b. Experience of personnel
 - c. Experience of firm
- 4. Reasonableness of cost proposal
 - a. Annual cost to the County
 - b. Detainee per diem
 - c. Value added Services to offset costs
 - d. Total costs with breakdown of individual services
- 5. Services
 - a. Understanding of services required
 - b. Ability to commence TBD, 2022 or upon an approved, signed contract
- 6. References
 - a. Ability to confirm types and lengths of service contracts
 - b. Overall satisfaction of current and prior clients

Each response shall be evaluated to determine if the proposal meets the qualification criteria of the solicitation and if the technical specifications in the response are acceptable. Discussions may be held with individual respondents who meet the qualifications and experience criteria in order to clarify any technical specifications in their response.

The ultimate award, when made, will be awarded to the organization determined by the County, at its discretion, to have submitted the best proposal, taking into consideration the proposer's qualifications, proposed program of services and the cost thereof. However, the County reserves the right to award this contract to the vendor whose proposal is determined to be in the best interest of Elko County, taking into consideration cost and the other evaluation factors listed in the RFP. Elko County reserves the right not to award contracts to the lowest and most responsive vendor and may require new proposals.

In addition, Elko County reserves the right to negotiate specifications, terms and conditions, including final contract price with one or more proposers receiving favorable consideration, all at the sole discretion of the County.

VII. Contract Monitoring

The awarded contract vendor will provide its full cooperation to the County, Sheriff's Office, and Human Services Administrator regarding our duties to monitor compliance with all contractual and legal requirements for the provision of services to inmates under the agreement and ensure the cooperation of its employees, agents, and subcontractors. Further, the vendor shall make available for inspection and/or copying when requested inmate health care records, original time sheets, invoices, charge slips, credentialing statements, continuing education records, training records, and any other data, records, and accounts relating to the vendor's work and performance under the contract. In the event the vendor does not hold such material in its original form, a true copy shall be provided.

VIII. Terms of Contract

The contract shall be awarded for a two (2) year term beginning after it is approved and signed. The contract will automatically renew each year thereafter upon the expiration of the initial term, unless either party notifies the other in writing no less than 120 days prior to the expiration of the initial term, extension or renewal term of its election not to extend the term for additional such period.

IX. Taxes

Taxes, whether state or federal, SHALL NOT be included in the proposal. The County is exempt from federal excise taxes.