



Rick Staly, Sheriff  
**FLAGLER COUNTY SHERIFF'S OFFICE**

*"An honor to serve, a duty to protect."*

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**REQUEST FOR PROPOSAL  
INMATE MEDICAL SERVICES PROGRAM**

**Request For Proposal: # 19- 001**

**Flagler County Sheriff's Office** will be accepting sealed proposals for the purchase of inmate Medical Services for the **Flagler County Sheriff's Office Detention Facility**. Information and proposal packages may be obtained from the Agency by contacting **Purchasing and Inventory Manager Tim Whitfield** [twhitfield.com@flaglersheriff.com](mailto:twhitfield.com@flaglersheriff.com) or **downloading** from the Flagler County Sheriff's Office web site, [Flaglersheriff.com](http://Flaglersheriff.com).

**I. Summary of Proposal Process**

Companies or providers meeting the qualifications defined in the Request for Proposal are invited to deliver their proposal response on or before the designated due date and time shown below:

Proposal Due: March 29, 2019 at 10:00 am

Proposals received after this precise date and time at the address shown below shall not be considered for the award.

Deliver to Flagler County Sheriff's Office  
Attention: Tim Whitfield , Purchasing and Inventory Manager  
1001 Justice Lane  
Bunnell, FL 32110

**Requests for Clarification, Questions, and Agency Contact**

**Medical Contractors** are advised to review the Request for Proposal (RFP) carefully and follow all instructions for preparation and submittal of proposals. The Agency welcomes questions to ensure that **Medical Contractor** has a full understanding of the proposal evaluation process and contract specification. The single point of contact for the Agency is Tim Whitfield, Purchasing and Inventory Manager.

To the extent possible, **Medical Contractors** are requested to submit questions prior to the Pre-proposal Conference. As provided in the schedule key dates, time is permitted after the Pre-proposal conference for follow up questions.

**Medical Contractors** are advised that only answers provided in writing are official. Verbal responses, during the conference and tours should be validated by submitting written questions.

### **Minimum Qualifications**

The **Medical Contractor** will be an experienced provider of comprehensive inmate medical services and will meet the following minimum requirements to be considered for award of this contract.

1. The **Medical Contractors** will be organized for the primary purpose of providing correctional health services.
2. The **Medical Contractors** will have a minimum of five years of medical correction care experience or demonstrate equivalent experience.
3. **Medical Contractors** will be responsible for all costs incurred in connection with this RFP process (including but not limited to proposal preparation, personnel time, travel related costs and other expenses) and any subsequent agreement negotiations.
4. **Medical Contractor** shall take out and maintain during the life of this contract, Comprehensive General Liability Insurance and shall protect **Medical Contractor** from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract whether such operations be by awardee or by anyone directly or indirectly employed by **Medical Contractor**, and the amounts of such insurance shall be at least the minimum limits as follows:

**Medical Contractor** must carry minimum insurance of \$1,000,000 per occurrence/\$3,000,000 aggregate professional liability and Comprehensive General insurance in the amount of \$300,000 bodily injury and property liability damage combined single limit. All insurance policies will need to list FCSO as additional insureds.

Claims made insurance shall have documentation by **Medical Contractor** of intent to provide tail coverage through the statute of limitations for services provided under the contract with the Flagler County Sheriff's Office.

Extended Business Liability Endorsement

Products/Completed Operations (to be provided for minimum of 24 months after completion of work)

Broad Form Contractual Liability

Personal Injury Liability

Preferred Qualifications

- The **Medical Contractors** will have demonstrated experience providing healthcare to Florida Model Jail (FMJ) and Florida Corrections Accreditation Commission (FCAC) accredited county correctional facilities in the State of Florida within the last three years.

**Pre-Proposal Conference/Facility Tour**

A Pre-Proposal Conference/Facility tour will be held at 2 pm at the Flagler County Sheriff’s Office Detention Facility at 1002 Justice Lane Bunnell, Florida 32110 on March 14, 2019. The conference will include a thorough discussion of Request for Proposal specifications and **Medical Contractors’** questions. To promote complete understanding of the conditions, operation, location, requirements and space availability a tour of the facility will be conducted at the Pre-proposal Conference.

**Proposal Schedule and Review Process**

The proposal process will consist of a Pre-Proposal Conference, facility tour, question and answer period, and submission of proposal with addendum(s) (if required). Subsequent to the review of proposals there will be an award decision and contract negotiation. A committee established by the Sheriff will evaluate the proposal.

Sheriff Rick Staly will make the final award decision.

*The Flagler County Sheriff’s Office reserves the right to award this contract to the proposer submitting the proposal that in the opinion of the Sheriff, best serves the requirements of the Sheriff’s Office.*

Key dates are noted below:

Release of RFP:	2/22/19
Pre-Proposal Conference/Facility Tour:	3/14/19 at 2:00 pm
Questions Due:	3/18/19
Answers to Questions and Addendums:	3/22/19
Proposal Response Due:	3/29/19
Anticipated Award Decision	4/05/19
Negotiation of Final Contract:	4/08/19 – 4/19/19
Contract start:	06/01/2019
Contract end:	9/30/2022

**II. Facility and Population**

The Flagler County Sheriff’s Office is committed to premier law enforcement and court and detention services. The Flagler Sheriff’s Office County Detention Facility has 15 housing units with a capacity of 400 inmates. The Detention Facility houses both male and female inmates who are either pre-trial or county sentenced. The average daily population for the last twelve months was 198.

The medical services proposed will apply to inmates that are housed in the Detention Facility.

### III. Purpose

The primary objective of the Inmate Medical Services contract is to provide cost effective medically necessary services and maintain a level of quality in accordance with standards established by FMJ and FCAC.

### IV. Scope of Services

#### A. Scope of General Services

**Medical Contractor** shall provide necessary and appropriate medical, dental and related health care (excluding mental health, which is provided by a separate provider) in accordance with FMJ and FCAC standards for the inmates. Health care shall include: a health evaluation and mental health screening of an inmate upon booking into the Jail, sick call, nursing care, physician care, coordination of off-site dentist care, hospitalization, off-site medical specialty services, emergency medical care emergency ambulance when medically necessary, laboratory services, medical records management, pharmacy services, medical clearances, food handling and work clearance, continuing care of identified health problems and other services as specifically described herein. Although mental health care will be paid by separate contract, the **Medical Contractor** is expected to provide oversight and coordination of mental health services with the mental health provider. During times when the onsite nursing staff are not conducting, their medical duties they will be expected to maintain segregation watches on inmates placed in detox, mental health or medical status.

#### B. Specialty Services

In addition to providing the services described above, **Medical Contractor** will obtain for inmates housed at the Jail special medical services including basic radiology services and laboratory services. When non-emergency specialty care is required and cannot be rendered at the Jail, **Medical Contractor** will make appropriate off-site arrangements for the rendering of such care and shall arrange with the Sheriff for transportation of the inmate.

#### C. Emergency Services

**Medical Contractor** shall provide emergency medical care, as medically necessary, to inmates through arrangements to be determined by the **Medical Contractor** with local hospitals. **Medical Contractor** shall provide for qualified emergency ambulance transportation services when medically necessary in connection with the off-site emergency medical treatment. Additionally, **Medical Contractor** shall, when on-site, provide emergency first aid to correctional staff and visitors to inmates at the Jail upon the request of the Sheriff or his employees or agents, except when doing so would jeopardize **Medical Contractor's** care to an inmate. **Medical Contractor** shall not be responsible for payment of

emergency and follow-up services and transportation provided to correctional staff or visitors within the Jail in the event of an emergency.

#### **D. Hospitalization**

**Medical Contractor** will arrange for the admission of any inmate who, in the opinion of the **Medical Contractor**, requires hospitalization. The **Medical Contractor** will maintain oversight of the inmate while in the hospital to include approving all tests, procedures, etc.

#### **E. Transportation Services**

To the extent, any inmate requires off-site non-emergency health care treatment the Sheriff will provide transportation. When medically necessary, **Medical Contractor** shall arrange all emergency transportation of inmates.

#### **F. HIV and Other Illness Testing**

**Medical Contractor** will administer tests in accordance with FMJ and FCAC standards and **Medical Contractor's** policies.

#### **G. Pharmacy**

**Medical Contractor** shall provide pharmacy service management, including providing and administering medicines.

#### **H. Inmate and Correctional Staff Education**

**Medical Contractor** shall conduct health education for inmates and correctional staff with the objective of raising the level of inmate health and health care.

#### **I. Staffing and Human Resources**

The **Medical Contractor** will provide sufficient staff, schedules and human resources support to maintain stable and productive staffing and management on-site to provide the specified inmate medical services, twenty-four (24) hours per day, three hundred sixty-five (365) days per year (including holidays).

#### **Worker's Compensation Insurance**

The **Medical Contractor** shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Medical Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation insurance for all the Latter's employees unless such employees are covered by the protection afforded by the Medical Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any Compensation statute, the Medical Contractor shall provide, and cause each

Sub-Contractor to provide adequate insurance, satisfactory to the Flagler County Sheriff's Office, for the protection of his employees not otherwise protected.

**Worker's Compensation and Employer's Liability Statutory Coverage for Florida \$1,000,000 Employer's Liability Broad Form All States Endorsement.**

**J. Accreditation**

**Medical Contractor** will cooperate fully with the Sheriff in all efforts to maintain formal accreditation of the Jail health care program by FCAC. Sheriff will be responsible for the payment of any of the fees for maintain or renewing accreditation.

**V. Proposal Content and Instructions**

The **Medical Contractor's** proposal will consist of no more than 25 pages and follow the format below:

**Tab 1- Transmittal Letter**

A brief statement providing contact information and summarizing the key concepts of the proposal.

**Tab 2 – Statement of Corporate Qualifications**

The proposal shall describe the respondent's past performance and effectiveness in similar work as related to the requirements to be provided in this contract. The respondent shall describe its experience in providing and supporting the delivery of quality services for the requirements of this contract over an extended period of time of at least a minimum of five years.

**Tab 3 – Proposed Staffing Plan**

The **Medical Contractor** will submit a proposed staffing plan, detailed by position and shift, covering twenty-four (24) hours per day, three hundred sixty-five (365) days per year (including holidays). Staffing should be equivalent to the Agency's current staffing plan.

**Tab 4 – Acknowledgement of Obligations to Meet Requirement of RFP**

**The Medical Contractor** will provide a statement acknowledging and agreeing to fulfill all requirements enumerated in this RFP, including, but not limited to those outlined in the **Scope of Services**. Any exceptions the **Medical Contractor** wishes to take should be noted in this section.

**Tab 5 – Pricing Proposal**

The price shall include the furnishing of all professional services, labor, supplies, insurances licenses and applicable taxes necessary or proper for completion of the scope of work as described herein, based on present statutes, law and standards of care.

The price should assume and specify a pharmacy cap for the contract period. The Flagler County Board of Commissioners will pay for all off-site services; however, the **Medical Contractor** will be responsible for managing and adjudicating all claims for off-site services to include pre-booking medical clearances. The base population for purposes of this proposal shall be 175-225.

The Flagler County Sheriff’s Office owns the existing medical equipment and office furnishings. In the event that additional equipment or furnishings with a value of \$250 or more are required during the term of this contract, a written list of equipment and justification of need should be forwarded to the Facility Administrator for consideration and processing.

The provision of Equipment and Furnishings with a purchase cost of less than \$250 will be the responsibility of the vendor. Upon contract termination, equipment purchased by the vendor will become the property of the Flagler County Sheriff’s Office.

Prices should be presented in the following format:

<b>Expense Category</b>	<b>Year 1 4 Months</b>	<b>Year 2 12 months</b>	<b>Year Three 12 months</b>
Personnel Cost			
Off-site Services			
Pharmacy services			
Operational/Administrative costs			
Onsite services (subcontractor)			
Medical supplies			
Corporate support			
Profit and taxes			
<b>Total</b>			

<b>Contract Period</b>	<b>Annual Cost</b>	<b>Per Diem*</b>
Year One	\$	\$
Year Two	\$	\$
Year Three	\$	\$

**\*Charge per inmate over maximum ADP of 225**

**VI. References:**

Medical Contractor shall include references in the proposal, Vendor shall provide project descriptions and verifiable references for one (1) to three (3) of Medical Contractor's customers who are local (or state) governments, have similar geographic footprints and for which Medical Contractor has developed and implemented medical services within the last three (3) years, including contact information for these references.

As a political subdivision, the FCSO is subject to the Florida Sunshine Act and Public Records Law. If any response to this RFP contains a confidentiality provision, it shall have no application when disclosure is required by Florida Law or upon court order.

## **VII. Terms of the Contract**

While still reserving the right to negotiate for additional terms in the contract, the Flagler County Sheriff's Office will not award a contract unless it includes the following terms:

Indemnification Clause: The contractor will hold harmless and indemnify FCSO against any and all claims of any kind caused by the contractor.

Termination for convenience clause: Both the FCSO and the contractor shall have the right to terminate the contract for convenience with written notice.

No sub-contracting without permission clause: Contractor may not subcontract any of its rights or obligations without the permission of FCSO.

Venue clause of state courts of the State of Florida: Venue for any legal disputes regarding the contract will be heard in the courts of the State of Florida, Flagler County. Prohibition on arbitration.

Applicable law clause of the law of the State of Florida: The contract shall be interpreted under the laws of the State of Florida.

Non-appropriation of funds clause: The contract may be terminated by FCSO if sufficient funds are not appropriated.

Public records law clause: Information regarding the contract and contractor's services will be disclosed pursuant to Florida and Federal Public Records Laws.

Termination upon sale of company at option of FCSO: FCSO shall have the option to terminate the contract upon the sale of contractor's company.

Prohibition on assignment of contractor's rights and/or obligations: Contractor may not assign this contract or any of their obligations without the permission of FCSO.

Right of FCSO to conduct background checks, drug screening, and deny access to any employees and subcontractors of contractor: FCSO will conduct screening of all employees and subcontractors and will have the right to deny access to FCSO facilities for any reason in compliance with state and federal law.

Contractor will adhere to all Florida Model Jail Standards and all Florida Corrections Accreditation Commission Standards at all times: the Florida Corrections Accreditation Commission accredits FCSO's penal institution. Contractor agrees to adhere at all times to the current FCAC standards as well as the current Florida Model Jail Standards and will pay specified monetary damages if contractor causes FCSO to lose its accredited status.



Requirement of a performance bond: FCSO will require an annual performance bond

Audit of contractor's records: Contractor agrees to maintain financial records and inmate medical records relating to this contract and allow FCSO to inspect those records upon request.

Non-discrimination in employment clause: Contractor agrees to engage in all aspects of employment without violating any county ordinance or state or federal laws prohibiting discrimination.

Drug and smoke free workplace: Contractor will adhere to all of FCSO's policies on providing a drug and smoke-free workplace.