



Colleton County
Procurement Office
31 Klein Street
Walterboro, SC 29488
Phone: (843) 782-0504

**REQUEST FOR BID: HEALTHCARE SERVICES FOR
DETENTION CENTER**

Solicitation Number: CCSO-05
Closing Date/Time: May 21, 2013 at 3:00pm
Location: 31 Klein St., Room 208, Walterboro SC 29488
Procurement: Healthcare Services for Detention Center

Colleton County, South Carolina (the "County") requests bids from qualified and eligible Offerors interested in providing comprehensive, health care delivery system at the Colleton County Detention Center, located at 22 Klein Street, Walterboro, SC 29488. This facility (the "Detention Center") houses both male and female detainees and some sentenced inmates, generally having sentences of less than 12 months. The average daily population of the Jail over the past 12 months has been 90. It is the intent of Colleton County to award a health care contract for a one-year term beginning July 1, 2013 ending June 30, 2014. The proposal should be based on an average daily population of 90 for the next 12 months, with option for annual renewal at the end of each 1-year contract anniversary date for the next three years.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. After which, only the names of the respondents will be publicly announced. Responses received after the scheduled due date and time will be rejected. Bids must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number. All bids shall become the property of Colleton County upon submission.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of bids submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

Questions must be submitted in writing to Dennis E. Averkin, Procurement Director, at daverkin@colletoncounty.org, no later than 11:00am on Wednesday, May 15, 2013.

INSTRUCTIONS TO BIDDERS

1. Submittal must include a letter of interest, one (1) original bid clearly marked as original, and four (4) complete copies of the Offeror's bid in a sealed envelope clearly marked with the bid number, date and time. Bids may also be submitted by email to: daverkin@colletoncounty.org. In a **.pdf document**.

The individual signing the response must be an Agent legally authorized to bind the company.

2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.

3. It is the Offeror's sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.

4. Offeror must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.

5. **RESPONSE FORM:** All responses shall be printed in ink or typewritten. When required, additional pages may be attached.

A "No Response" qualifies as a response, however it is the responsibility of the Offeror to notify the Procurement Office if you receive solicitations that do not apply.

SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.

2. **BIDDERS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Offerors ability to provide said services.
3. **BID WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Director.
4. **REJECTION:** Colleton County reserves the right to reject any and all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. **WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be posted on Colleton County's website: colletoncounty.org.
9. **DEFAULT:** In case of default by the Offeror, the County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future bids until the assessed charge has been satisfied.
10. **NON-APPROPRIATION / SUBSTITUTION PERMITTED:** If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
11. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Offeror hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Offeror expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Offeror's employees and any person, directly or indirectly employed by Offeror (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Offeror's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder.

Additionally the County will not provide indemnity to the successful bidder. Failure to comply with this section may result in your bid to be deemed non-responsive.

12. FORCE MAJEURE: The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Offeror and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

13. ARBITRATION: Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any sub-contractor.

14. PUBLICITY RELEASES: Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Offeror shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Offeror also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Director.

15. GOVERNING LAWS: Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.

16. ASSIGNMENT: The Offeror shall not assign in whole or in part any agreement resulting from this Request for Bids without the prior written consent of the County.

The Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.

17. AFFIRMATIVE ACTION: The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

18. CONTRACT AWARD:

A. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Offeror and the County.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.

B. The successful Offeror shall be required to execute a formal agreement with the County's Procurement Office within five (5) business days after issuance of the Notice of Award.

19. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Procurement Director by calling (843) 549-5221. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 31 Klein Street, Room 215, Walterboro, SC 29488.

HEALTH CARE SERVICES

1. **SCOPE:** The Colleton County Detention Center proposes to establish an agreement with a qualified and eligible healthcare provider to deliver high quality health care services that can be audited against established standards. The agreement shall be between Colleton County and the successful Offeror.

2. **OBJECTIVES:**

- a. To operate the health care program in a cost-effective manner with full reporting and accountability to the Jail Administrator, the Sheriff (or Jailer) and Colleton County
 - b. To operate the health care program at staffing levels agreed-to, and use only licensed, certified and professionally-trained personnel
 - c. To implement a written health care plan with clear objectives, policies and procedures
 - d. To maintain an open and cooperative relationship with the administration and staff of the Jail.
 - e. To maintain complete and accurate records of patient care, and to collect, analyze and present health statistics on a **quarterly** basis to the Jail Administrator and Sheriff.
 - f. To operate the health care program in a humane manner with respect to the inmate's right to basic health care services.
 - g. To provide a fair and objective evaluation of proposals that will result in a mutually satisfactory contract between the successful Proposer and Colleton County.
3. **QUALIFICATIONS:** Colleton County requires that any Bidder must meet the following minimum qualifications. Failure to meet any of the required qualifications may result in the Bidder being disqualified from consideration.
- a. The Bidder must be organized to specifically offer correctional health care services, and must demonstrate current contractual relationships with at least five (5) county jails. These do not, necessarily, have to be in South Carolina, but preference will be given to Proposers with experience in South Carolina-based correctional facilities.
 - b. The Bidder must have at least five (5) continuous years of corporate experience in administering correctional health care programs.
 - c. Worker's Compensation: statutory benefits; employer's liability, \$300,000 one accident and aggregate disease.
 - d. The Bidder must carry professional liability insurance in an amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. This insurance must cover the Bidders organization and all of its employees, and Proposer must provide proof of the same level of coverage for sub-contractors used. A certificate of insurance naming Colleton County as additionally insured must be submitted prior to execution of any contract. This certificate must name Colleton County as an additional insured party. A sample certificate showing actual coverage limits must be submitted with the proposal.
 - e. Bidder must also provide general liability insurance coverage of at least \$1 million combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A sample certificate showing actual coverage limits must be submitted with the proposal.
 - f. The Bidder must demonstrate its ability to provide a health care system specifically for a correctional facility like Colleton County Jail. It must be able to demonstrate that it can complete the start-up process in 30 days from the contract award date, and that it has a proven system of recruiting staff and adequate support staff in its central office capable of competently supervising and monitoring its operation.

SUBMITTALS

- A. Letter of Interest;**
- B. Rate Bids** (Use enclosed Rate Bid Form);
- C.** Documents/Certificates to evidence and carry-out required insurance coverages.
- D.** (i.e. representations, references, and indemnities which are deemed necessary by the County.);
- E.** Include name, address, and telephone number, of References which will be contacted. Reference should be Jail Administrator or Sheriff.
- F.** A statement that the policies and procedures for the medical program will be developed by the Bidder and will be based upon the standards developed by the National Commission on Correctional Health Care (NCCHC).
- G.** All bids must contain a full and complete staffing plan with a statement as to the staff positions, titles and actual hours per week to be worked on-site at the jail. Also, the bid must clearly show how any temporary vacancy (due to illness, vacation, etc.) will be managed and whether each scheduled shift will be worked during such vacancy.
- H.** The bid must explain in detail how medical care for inmates housed at the Jail will be delivered.
- I.** All bids must contain a specific annualized base price for a base population which averages up to 110 inmates for all medical care rendered under the resulting contract, taking into account the requirements of Section K. below. Provider may state one annualized price for the first year of the contract (and monthly price) and another annualized price (or price escalation factor) for subsequent year(s). Any other exceptions to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level.
- J.** Each bid shall describe how billing to Colleton County will be handled, and the expected terms for payments by the County to the Bidder. The County prefers a base billing on a quarterly basis, with fixed escalation prices for the subsequent years based upon CPI.
- K.** Colleton County will consider sharing responsibility for the costs of medical care in certain specific cost categories in order to assist the Bidder in predicting its costs and potential liabilities. All bids must specifically state these limits of responsibility so proposed, and how Colleton County would share in these costs after the cost limits have been reached.

The specific item or classification of cost and the assigned responsibility for covering the cost for each item should be explained fully. The following listing should be used in the bid. **Any item not explained, with respect to which contracting party is responsible for the cost, will be assumed to be an additional cost to the County, and thus added to the total cost of contracting with that Bidder in the bid qualification process.** The line items or categories of costs are listed below:

- a) Nurse wages and benefits
- b) Physician medical director on-site

- c) Any other on-site program provider (Dentist, etc.)
- d) Policies and Procedures development
- e) medical supplies
- f) minor equipment (under \$500 per single item or unit)
- g) repairs on existing equipment
- h) over-the-counter medications
- i) clinical lab procedures
- j) office supplies
- k) folders and forms
- l) travel expenses
- m) long-distance phone calls
- n) publications and subscriptions if applicable
- o) any necessary pharmacy licenses/permits if applicable
- p) medical hazardous waste disposal
- q) all required insurance as specified in this RFP
- r) administrative services (cell phone, fax machine, internet connection, etc.)
- s) training for officers in the jail on various topics
- t) all other specific on-site medical services
- u) off-site medical services
- v) on-site mental health services
- w) off-site mental health services
- x) x-ray services on-site if applicable
- y) x-ray services off-site
- z) on-site dental services if applicable
- aa) off-site dental services
- bb) formulary prescription medications for county inmates
- cc) non-formulary prescriptions medications for county inmates

Each line item above must be assigned to a responsibility either for Bidder to pay, County to pay, or Bidder to pay with limitations, and if limited, then a reference to the bid section where the limits are explained. Schedule is found on page 17.

- L. Inmates housed in jails not covered under the terms of this RFB, or the resulting contract, will not be included in the Provider's responsibility while they are housed at other facilities or while being transported. Inmates held in the Jail for other jurisdictions such as other counties or the US Justice Department will be included in the count, and the on-site care for these inmates will be the responsibility of the Provider for nursing and physician care, any supplies used, and for over-the-counter medications. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays, dental procedures, and all off-site medically related consultations

and procedures will be billed back to the originating agency, either by the County, the actual community agency providing the care, or by the Provider.

- M. The bid must be delivered to the County on or before 3:00pm on Tuesday, May 21, 2013 to: Colleton County Government, Procurement Office, Room 208, 31 Klein Street, Walterboro SC 29488; and may be submitted by email to: daverkin@colletoncounty.org in a *.pdf document.**

SPECIFICATIONS

The winning Bidder hereafter referred to as “Provider”, will operate under the following Specifications with regard to the resulting contracted program, unless other terms are agreed-to by each of the parties.

1. Health care services must be provided in substantial compliance with the Jail Health Standards, 2008 Edition, published by the National Commission on Correctional Health Care (NCCHC).
2. Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract. All medical staff providing services under this contract must be licensed to practice in the State of South Carolina.
3. Provider shall review the Receiving Screening form that is completed by officers on all new commitments to the Jail within twenty-four (24) hours of arrival at the Receiving facility. Such review shall be conducted by a licensed medical professional.
4. The Receiving Screening should include all elements covered by Standard J-30 of the Standards for Health Services in Jails, 2008 Edition, published by the National Commission on Correctional Health Care (NCCHC).
5. A standard form will be used for purposes of recording the information of the Receiving Screening and will be included in the health record of the inmate; and
6. Provider shall perform a comprehensive Health Assessment on any inmate within fourteen (14) calendar days (or such other stricter time limit as required by statute or controlling authority) of the arrival of the inmate at the Jail. Such assessment shall be performed by a qualified medical professional.
7. Provider shall identify the need, schedule, and coordinate all non-emergency and emergency medical care rendered to inmates inside or outside the Jail, and pay for such care unless limited

as to payment responsibility.

8. Provider shall identify the need, schedule, and coordinate any hospital care of any inmate of the Jail, and pay for such care unless limited as to payment responsibility. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.
9. Provider shall identify the need, schedule, and coordinate all physician services rendered to inmates inside or outside the Jail, and pay for such care unless limited as to payment responsibility. At a minimum, Provider shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or another covering physician shall be on call to the nurse seven (7) days per week, twenty-four (24) hours per day for emergency situations.
10. Provider shall identify the need, schedule, and coordinate all supporting diagnostic examinations, both inside and outside the Jail, and pay for such care unless limited as to payment responsibility. This includes laboratory testing procedures.
11. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.
12. Provider shall identify the need, schedule, and coordinate mental health services rendered to inmates inside the Jail, and pay for such care unless limited as to payment responsibility. The cost of court-ordered evaluations and any inpatient hospital commitments at a state facility will not be a part of the provider responsibility.
13. Provider shall provide the dental program for the entire inmate population. Dental screening shall be given to all inmates within fourteen (14) calendar days of his or her admission to the Jail.
14. Provider shall provide a total pharmaceutical system for the Jail beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The Provider shall be responsible for the costs of all drugs administered, unless limited as to payment responsibility.
15. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored under security

conditions acceptable to the Jail.

16. Provider shall provide and pay for all equipment and supplies (or specify otherwise) that are used in the health care delivery system being proposed for the Jasper County Facility.
17. Provider shall maintain complete and accurate medical and dental records separate from the Jail confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Provider shall provide the Detention Center Director or County Official with access to such records and, upon request, provide copies.
18. Provider shall provide a consultation service to the Detention Center Director or County Official on any and all aspects of the health care delivery system at the Jail, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, and on any other matter relating to this contract upon which Jasper County seeks the advice and counsel of the Provider.
19. Provider shall provide the following services as a minimum requirement:
 - *Nurse shall be on site for a minimum of 12 hours per day 7 days per week, with on call for the other twelve hours.
 - *Mental Health services must be provided on site for a minimum of 6 hours per week. These services must be performed by a Qualified Mental Health worker.
 - *A doctor must be on site for a minimum of 1 hour per week.Other Staffing levels and/or options may be submitted as alternate bids by provider.
20. Injuries Incurred Prior to Incarceration; Pregnancy: Provider will not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment to the jail.

GENERAL CONDITIONS

- A) Abandonment or Delay:** If the work to be done under this contract shall be abandoned or delayed by the Offeror, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Offeror, the County may annul the contract or any part thereof if the Offeror fails to resolve the matter within thirty (30) days of written notice.

B) Offeror's Cooperation: The Offeror shall maintain regular communications with the Detention Center Administration and shall actively cooperate in all matters pertaining to this contract.

C) Responsibility: The Offeror shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.

D) Public Information: Neither the Offeror nor Detention Center shall publish any findings based on data obtained from the operation of this contract without the prior written consent of the other party, whose written consent shall not be unreasonably withheld.

E) Research: No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Detention Center Administration. The conditions under which the research shall be conducted shall be agreed upon by the Offeror and the Detention Center and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

F) Liability: In the event that any lawsuit (whether frivolous or otherwise) is filed against the County, its elected officials, employees and agents based on or containing any allegations concerning medical care of inmates and the performance of the offeror's employees, agents, subcontractors or assignees, the parties agree that the offeror, its employees, agents subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them.

The offeror shall also agree to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of health care services conducted by the offeror, it being the express understanding of the parties hereto that the offeror shall provide the actual health care services as defined herein. The County shall immediately notify the offeror of any incident, claim or lawsuit of which the County becomes aware and shall fully cooperate in the defense of such claim, but the offeror shall retain sole control of the defense while the action is pending.

G) Requirements Contract: During the term of the contract, the Offeror will furnish all of the services specified in this RFB. The Offeror understands and agrees that this is a requirements contract and the County will have no obligation to the Offeror in providing offeror's services.

H) Indemnification: Offeror shall indemnify, defend and hold Colleton County, the Colleton County Sheriff's Office or any of its employees harmless from and against any claims against Colleton County, the Colleton County Sheriff's Office or any of its employees based on Offeror's performance of its obligations hereunder; provided, however, that Offeror will not be responsible for any claim arising out of: (i) the County or its employees or agents preventing an inmate from receiving medical care ordered by Offeror or its agent or (ii) failure by the County, its employees or agents to exercise good judgment in promptly presenting an ill or injured inmate to Offeror for treatment.

I) Notices: All notices and requests by the County or the Offeror shall be in writing and shall be delivered by certified mail, return receipt requested, to the correct address for the parties to the contract. Either party may change its address by giving notice of the new address to the other party.

J) Termination of Contract

1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the offeror.

a. Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause: Termination by the County for cause, default or negligence on the part of the offeror shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

c. The County shall be obligated to reimburse the Offeror only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

Unless otherwise agreed to by the County and the Offeror, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

The County anticipates awarding the qualified bidder offering the lowest delivered cost of healthcare services to the Detention Center while meeting the Conditions as outlined (1-19) above. Any and all Bids to this Request for Bids (RFB) may be rejected by the County. Should any bid not conform to the terms and conditions in this RFB, the bid shall be subject to rejection as non-responsive. The right to permit the offeror to withdraw nonconforming terms and conditions from its bid prior to a determination by the County is hereby reserved. Further, the County has the right to waive minor variations from the exact requirements of the specifications in a bid which do not affect the quality or schedule of the services being procured. If insufficient information is submitted in order properly to evaluate the proposal by an offeror, the County shall have the right to require such additional information as it may deem necessary after the bid time and date, provided that the information requested does not change the quality or schedule of the services being procured.

Colleton County Procurement Office

PRICE BID RESPONSE FORM

Solicitation Number: **CCSO-05**
Closing Date/Time: **May 21, 2013 @ 3:00pm**
Location: **31 Klein St., Room 208, Walterboro, SC 29488**
Procurement: **Healthcare Services for Detention Center**

1. Base Compensation Year 1: _____
 - a. Year 2: \$ _____
 - b. Year 3: \$ _____
 - c. Year 4: \$ _____

2. Cost Escalation Factor: Year 2: ___% Year 3: ___% Year 4: ___%

3. If patient population exceeds 110 inmates, the excess over the average will be charged on a per diem rate of: \$ _____ for each inmate over 110.

Preferred Start Date: **July 1, 2013**

Details: _____

Company Name

Authorized Signature

Colleton County Procurement Office
Solicitation Number: CCSO-05

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?
▶ **Yes** ____ (Women-owned / ____ Disadvantaged) If yes, please submit a copy of your certificate with your response.
▶ **No** ____

MAILING ADDRESS

Mailing Address	Printed Name
City, State, Zip	Title
Date	Telephone Number Fax Number

REMITTANCE ADDRESS

Company Name	Authorized Signature
Address	E-Mail Address
City, State, Zip	Phone Number
Federal Tax ID Number	SC Sales Tax Number

*****NOTE: The attached Certificate of Familiarity must be returned with proposal response*****
***** ATTACH A W-9 FORM WITH YOUR PROPOSAL *****

Colleton County Procurement Office

31 Klein Street, Room 208
Walterboro, SC 29488

Solicitation #: **CCSO-05**
Closing Date/Time: **May 21, 2013 at 3:00pm**
Procurement: **Healthcare Services for Detention Center**

"NO RESPONSE" FORM

To submit a "**No Response**" for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Please check statement(s) applicable to your "**No Bid**" response

- Specifications are restrictive
- Specifications are ambiguous (specify below in Comments section)
- We are unable to meet specifications
- We are unable to meet lease requirements
- We are unable to meet insurance requirements
- We do not offer this product or service
- Remove us from your vendor list for this commodity/service
- Other (specify below in the Comments section)

Comments: _____

Company Name (as registered with the IRS)

Authorized Signature

Address

Printed Name

City, State, Zip

Title

Date

Telephone

/ _____
Fax

Colleton County Procurement Office

31 Klein Street, Room 208

Walterboro, SC 29488

Cost Category/Assignment/Cost Classification Worksheet

		Assigned Responsibility	Cost Classification
a)	Nurse wages and benefits		
b)	Physician medical director on-site		
c)	Any other on-site program provider (Dentist, etc.)		
d)	Policies and Procedures development		
e)	medical supplies		
f)	minor equipment (under \$500 per single item or unit)		
g)	repairs on existing equipment		
h)	over-the-counter medications		
i)	clinical lab procedures		
j)	office supplies		
k)	folders and forms		
l)	travel expenses		
m)	long-distance phone calls		
n)	publications and subscriptions if applicable		
o)	any necessary pharmacy licenses/permits if applicable		
p)	medical hazardous waste disposal		
q)	all required insurance as specified in this RFP		
r)	administrative services (cell phone, fax machine, internet connection, etc.)		
s)	training for officers in the jail on various topics		
t)	all other specific on-site medical services		
u)	off-site medical services		
v)	on-site mental health services		
w)	off-site mental health services		
x)	x-ray services on-site if applicable		
y)	x-ray services off-site		
z)	on-site dental services if applicable		
aa)	off-site dental services		
bb)	formulary prescription medications for county inmates		
cc)	non-formulary prescriptions medications for county inmates		

MINIMUM STATE STANDARDS

The following information is taken from the Association of Counties website regarding the minimum state standards for health care services in correctional facilities and is included for informational purposes. Each offeror is responsible for ensuring that all minimum state standards are followed.

1090 SEPARATION

1091 COMMUNICABLE DISEASES

Each facility shall have written policies and procedures providing for the separation of all inmates with communicable diseases.

Discussion:

To determine if such separation shall be made, in absence of medically trained personnel at the time of admission, an inquiry shall be made of the person to establish whether he/she has or has had tuberculosis or whether he/she presently has hepatitis, a sexually transmitted disease, or other special medical problems. (See Medical Standards 2050 through 2056.)

1092 MENTALLY DISORDERED PERSONS

Each facility shall have written policies and procedures providing for the appropriate housing of all mentally disordered inmates as determined by the classification plan.

1093 ADMINISTRATIVE SEPARATION

Each facility shall develop and implement written policies and procedures for the administrative separation of inmates who are determined to be prone to escape or to assault staff and other inmates, or whose presence in the general population poses a serious threat to the orderly operation or security of the facility. Such policies and procedures shall include:

- (a) Documentation of reasons for placement and retention in administrative separation;
- (b) Self placement (protective custody): inmate signs agreement requesting to be placed in, or removed from, protective custody;
- (c) Periodic review (at least monthly) of each inmate in administrative separation.

Administrative separation shall consist of separate and secure housing but shall not involve any other deprivation of privileges except as necessary to obtain the objective of protecting the inmates and staff.

1094 FEMALES

- (a) Female inmates shall be confined in an area separated from normal auditory and visual contact with male inmates.

(b) Female inmates shall be afforded the same rights and privileges as male inmates. 12/19/2006
VERSION

2050 MEDICAL SERVICES

2051 RESPONSIBLE PHYSICIAN

Each facility shall have a written agreement or arrangement with a licensed or certified physician or medical authority for the review and approval of the facility's medical services.

Discussion:

The medical authority may be the county or a public health department, a physician group, a hospital, a clinic, or the county medical society.

2052 MEDICAL PROCEDURES

Each facility shall develop and implement written standard operating procedures, which are approved by the responsible physician or medical authority, for the following:

- (a) Receiving screening (See 2053)
- (b) Health appraisal data collection (See 2056)
- (c) Non-emergency medical services
- (d) Emergency medical and dental services
- (e) Deciding the emergency nature of illness or injury
- (f) Dental screening, hygiene, examination, and treatment
- (g) Provision of medical and dental prostheses
- (h) First aid
- (i) Chronic care
- (j) Convalescent care
- (k) Medical preventive maintenance
- (l) Delousing
- (m) Detoxification
- (n) Pharmaceuticals

- (o) Screening, referral, and care of mentally ill and of mentally retarded inmates
- (p) Notification of next of kin or legal guardian in case of serious illness, injury, or death
- (q) Prohibition against conducting medical and/or pharmaceutical testing for experimental or research purposes
- (r) Suicide prevention

12/19/2006 VERSION Page 54

- (s) Prompt notification of parents or guardian and DJJ when a juvenile requires medical treatment of a non-routine nature.

2053 SCREENING

Each facility shall perform screening of all inmates immediately upon admission to the facility, with the findings recorded on a form approved by the responsible physician or medical authority. In every case, such screening shall occur before the inmate is placed in the general population or housing area and shall include inquiry into:

- (a) Current illnesses / pre-existing conditions and health problems
- (b) Medications taken and special health requirements
- (c) Screening of other health problems designated by the responsible physician
- (d) Behavioral observation, including state of consciousness and mental status
- (e) Notation of body deformities, trauma markings, bruises, lesions, ease of movement, jaundice, and other physical characteristics of medical interest
- (f) Overall condition of skin and body, including rashes and infestations
- (g) Disposition/referral of inmates to qualified medical personnel on an emergency basis
- (h) Likelihood of suicide attempt by inmate.

2054 EMERGENCIES

Each facility shall provide twenty-four (24) hour emergency medical and dental care availability, as outlined in a written plan which includes arrangements for:

- (a) Emergency evacuation of inmates from the facility

(b) Use of an emergency medical vehicle

(c) Use of one (1) or more designated hospital emergency rooms or other appropriate health facilities

(d) Emergency on-call physician and dentist services when the emergency health facility is not located in a nearby community

(e) An inmate has the right to refuse routine medical, dental, psychological, or psychiatric treatment. (Revised August 2005)

(f) A juvenile detainee has the right to refuse routine medical, dental, psychological, or psychiatric treatment. However, if a juvenile or his/her parents refuse treatment deemed necessary, those special needs shall be presented to the court for resolution. (Revised August 2005)

12/19/2006 VERSION Page 55

Discussion:

Refusal of such routine treatment should be documented.

2055 SICK CALL

The facility shall have written policies which ensure adequate medical attention for those inmates requesting it.

Discussion:

Sick call is the procedure through which each sick inmate reports his/her illness and receives non-emergency medical services by a physician or a medically trained person working under the physician's standing orders.

2056 HEALTH APPRAISAL

The health appraisal data collection shall be completed within fourteen (14) days after admission and shall include:

(a) Review of earlier receiving screening

(b) Completion of medical, dental, and psychiatric history (Revised August 2005)

(c) Taking of height, weight, pulse, blood pressure, and temperature

(d) Other examinations deemed appropriate by the responsible physician or his/her designee

(e) Screening for communicable disease and, if medically indicated, testing for communicable disease.

2057 PHARMACY STANDARDS

All medications at each facility shall be safely and properly accounted for and managed. (See Appendix G) (Added August 2005)

APPENDIX G

BOARD OF PHARMACY REQUIREMENTS

Policy and Procedure #141

A correctional facility does not require a SC Board of Pharmacy permit if they operate under the following standards:

1. They do not store stock-bottles of legend drugs or maintain an emergency box or auxiliary kit of legend medications.
2. All medications on-site are labeled inmate-specific and are administered;
 - a. by the inmate himself,
 - b. by a medically licensed professional (i.e. RN, LPN, etc.),
 - c. by a facility officer/staff caregiver.

A correctional facility will be required to obtain an SC Board of Pharmacy permit if they store stock-bottles of legend drugs or maintain an emergency box or auxiliary kit of legend medications. This permit would be a Non-Dispensing Drug Outlet Permit.

Requirements for obtaining a SC Board of Pharmacy permit for these facilities is as follows:

40-43-86(A)(1) Must have sufficient space for safe & proper storage.

40-43-86(A)(10) Storage areas must have adequate temperatures.

40-43-86(A)(13) Medication storage area must have physical or electronic barrier.

40-43-86(A)(16)(a) Medication storage area must be in a dry, well-ventilated, adequate lighting.

40-43-86(A)(16)(b) Medication storage area must be free from dust, insects, rodents, and contamination.

40-43-86(A)(16)(c) Outdated, damaged, unlabeled drugs must be removed from active stock.

40-43-86(A)(16)(d) Refrigerator Temperature must be between 36-46 degrees F.

40-43-86(C)(1)(a) Consultant RPh must establish P&P's for procurement, storage, compounding, and distribution of drugs.

40-43-86(C)(1)(b) Consultant RPh must establish record-keeping system for purchase, possession, storage, safe-keeping of drugs.

40-43-86(C)(1)(c) Consultant RPh must facilitate recalls and removal of outdated and adulterated drugs.

40-43-86(C)(1)(d) Consultant RPh must supervise all employees related to procurement, compounding, distribution, and storage of drugs.

40-43-86(C)(1)(e) Consultant RPh must act as information source for facility staff.

40-43-86(C)(1)(f) Consultant RPh must perform written monthly inspections.

All medications administered must be checked and prepared by a SC-licensed healthcare professional prior to administration to the patient.

All legend drugs obtained by a correctional facility must be obtained from a facility permitted by the SC Board of Pharmacy.

Must have policy in place for identification of drugs brought into facility by inmates.

Those facilities that maintain stock bottles of legend drugs to dispense to inmates must obtain a pharmacy permit and meet the statutory requirements of the SC Pharmacy Practice Act Section 40-43-86. This permit would be a Dispensing Pharmacy Permit.

Those facilities that do not have SC-licensed healthcare professionals to administer medications to inmates must have their non-medically trained personnel complete a Board of Pharmacy-approved training course in drug administration and accountability and must be renewed biennially. These facilities may not floor stock any legend medications. They must also have a Policy & Procedure in place for identification of drugs brought in by inmates.