

BID PROPOSAL AND SPECIFICATIONS
COMPREHENSIVE HEALTHCARE SERVICES
FOR THE NEW HANOVER COUNTY DETENTION FACILITY

RFP # 14-0181



COUNTY COMMISSIONERS

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**COMPREHENSIVE HEALTHCARE SERVICES
FOR THE NEW HANOVER COUNTY DETENTION FACILITY**

RFP # 14-0181

NEW HANOVER COUNTY

Sealed bids will be received in the New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 up to **Closing Time: 2:00 P.M. EST, Monday, April 21, 2014.**

NOTES:

- 1. Faxed and email submissions will not be accepted.**
- 2. A bid bond is NOT required**
- 3. A performance bond IS required.**

QUESTIONS: **SUBMIT ALL QUESTIONS IN WRITING BY EMAILING Lena Butler at lbutler@nhcgov.com.**

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**COMPREHENSIVE HEALTHCARE SERVICES
FOR NEW HANOVER COUNTY DETENTION FACILITY**

RFP # 14-0181

Sealed proposals addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked "**HEALTHCARE SERVICES-RFP # 14-0181**" will be accepted until **2:00 P.M. EST, Monday, April 21, 2014**.

Interested Contractors are encouraged to attend a **Non-Mandatory Pre-Proposal Conference at 10:00 AM EST on Wednesday, February 26, 2014** at the New Hanover County Detention Facility located at 3950 Juvenile Center Road, Castle Hayne, NC, 28429. Attendees will be offered an opportunity to view the Detention Medical Facility directly after the conclusion of the Conference.

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County's website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx> or by contacting Lena Butler at the County Finance Office during regular business hours.

The Board of County Commissioners reserves the right to accept or reject any or all bids and to make the purchase which will be in the best interest of the County.

Lena L. Butler, Purchasing Supervisor
New Hanover County
(910) 798-7190

Released: Friday, January 17, 2014

Section 2 Instructions and General Conditions

2.1 Schedule

Release Date	Friday, January 17, 2014
Pre-proposal Conference	Wednesday, February 26, 2014 at 10:00 AM
Deadline for Questions	Friday, March 14, 2014
Deadline for Receipt of Bids	Monday, April 21, 2014 at 2:00 PM EST New Hanover County Finance Office 230 Government Center Drive, Suite 165 Wilmington, NC 28403
Proposed Date of Award	Monday, June 2, 2014

2.2 Bidder Instructions

2.2.1 In order for a proposal to be considered, it must be based on terms, conditions and specifications contained herein and must be a complete response to this RFP. Proposals should be submitted as a document set, containing **one clearly marked original** and nine (9) additional copies. Each proposal should be bound in a single volume with all relevant documentation. Pages must be numbered and sections tabbed appropriately. The County may elect to require oral presentations after receipt of the proposals.

Submit proposals in a sealed envelope properly marked "**HEALTHCARE SERVICES- RFP # 14-0181**" and address to the County at the following address:

New Hanover County Finance Office
Attn: Lena Butler, Purchasing Supervisor
230 Government Center Drive, Suite 165
Wilmington, NC 28403

2.2.2 No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will not be considered.

2.2.3 A Pre-Proposal Conference will be held at 10:00 A.M., EST, on Wednesday, February 26, 2014, at the New Hanover County Detention Facility located at 3950 Juvenile Center Road, Castle Hayne, NC, 28429. The purpose of this Conference is to allow all potential bidders an opportunity to present questions and obtain clarifications relative to this solicitation. Prospective bidders are encouraged to submit their questions in writing to lbutler@nhcgov.com prior to the conference to allow a more detailed and accurate response to the questions. While attendance at this Conference will not be a pre-requisite to submitting a proposal, **all potential Bidders are strongly encouraged to attend and read the entire solicitation in advance.** Any changes resulting from this conference will be issued in a written addendum to the solicitation. Attendees will also be offered an opportunity to view the Detention Medical Facility directly after the conclusion of the conference.

After the RFP issue date, all communications between the County and prospective Bidders regarding this RFP shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Finance** by emailing lbutler@nhcgov.com. All questions concerning this RFP shall reference the RFP number, section number and paragraph. Questions and responses affecting the scope of the services will be provided to all Bidders by issuance of an Addendum. **All questions shall be received no later than 3:00 P.M., EST, Wednesday, March 14, 2014.**

2.2.4 The deadline for receipt of all proposals is **Monday, Aril 21, 2014, at 2:00 PM, EST.** Any proposal received after the scheduled closing time for the receipt of proposals will not be accepted.

2.2.5 New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.2.6 Should a bidder find discrepancies in, or omissions from the documents, or should he/she be in doubt as to their meaning, he/she should notify the County, and a written addendum shall be issued if necessary. The County will not be responsible for any oral instructions. Acknowledgment of any addendum received shall be noted on the proposal in the attachment provided. In closing of a contract, any addendum issued shall become a part thereof. **The original RFP document must also be signed.**

- 2.2.7** The County reserves the right to conduct discussions with contractors, and to accept revisions of proposals, and to negotiate price changes. During this period of discussion, the County will not disclose any information derived from proposals submitted, or from discussions with other bidders.
- 2.2.8** Once an award is made, all proposals become public record and will be disclosed upon request. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid 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 Contractor while attempting to maximize the availability of information to the public. Price will not be considered confidential information.
- 2.2.9** Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. **NO** bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty **(90)** days.
- 2.2.10** Bidders submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the County may be requested to give an oral presentation to a selection committee. The Sheriff's Office will schedule oral presentations.
- 2.2.11** The award will be made to the responsible contractor whose proposal is determined to be the most advantageous to the County based on the evaluation factors set forth in this Request for Proposal. Although price will be considered, it will not be the sole determining factor.
- 2.2.12** Proposals must be signed by an authorized individual of the firm. Proposals that are not signed will be rejected.
- 2.2.13** The County reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof.
- 2.2.14** The Bidder is expected to enter into a contract with the County. A draft contract is included for the bidder's review.
- 2.2.15** Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of the Request for Proposal are for the purpose of describing and /or establishing the quality, design and performance

required. Any such reference is not intended to limit or restrict an offer by any bidder and is included in order to advise the potential bidder of the requirements for the County. Any offer, which proposes quality, design, or performance, will be considered.

2.2.16 Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications and/or scope of work.

2.2.17 All proposals and accompanying documentation will become the property of New Hanover County at the time the proposals are opened.

2.2.18 The County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

2.2.19 If the bidder is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price. County will pay North Carolina sales tax over and above bid prices when invoiced.

2.2.20 The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

2.2.21 Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.2.22 Pursuant to N.C.G.S 147-33.95(g), New Hanover County shall not enter into a contract unless the Bidder and each of its sub-contractors comply with the E-Verify requirements of N.C.G. S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. The successful Bidder must submit a certification of compliance with E-Verify to the County, and on a periodic basis thereafter as may be required by the County

2.2.23 The successful bidder shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of A or higher, and acceptable to New Hanover County, of the kinds and minimum amounts specified below:

Commercial General Liability

a. Successful bidder shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

b. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

c. COUNTY, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 and CG 20 37, or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of bidder; products and completed operations of bidder; premises owned, leased or used by bidder; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, officials, agents, and employees.

d. Bidder's Commercial General Liability insurance shall be primary as respects COUNTY, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by COUNTY, its officers, officials, agents, and employees shall be excess of and not contribute with CONTRACTOR's insurance.

Workers' Compensation and Employer's Liability

a. The successful bidder shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

b. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

c. The insurer shall agree to waive all rights of subrogation against COUNTY, its officers, officials, agents, and employees for losses arising from work performed by bidder for COUNTY.

Business Auto Liability

- a. The successful bidder shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
- b. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
- c. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
- d. The successful bidder's Business Auto Liability insurance shall be primary as COUNTY, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by COUNTY, its officers, officials, agents, and employees shall be excess of and not contribute with bidder's insurance.

Professional Liability Insurance

- a. The successful bidder shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to bidder's profession. Coverage as required in this agreement shall apply to liability for a professional error, act, or omission arising out of the scope of bidder's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.
- b. If coverage required in this contract above is written on a claims-made basis, the successful bidder warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the contract is complete.

Surety Bond (Performance Bond)

- a. The successful bidder shall furnish and deliver to County a Performance Bond covering the faithful performance and completion of the work included in this Agreement and payment for all materials and labor furnished or supplied in connection with the work included in this Agreement.
- b. Said bonds shall be issued and furnished to County prior to, and as a condition precedent to, commencement of the work of this Agreement.
- c. The Performance Bond shall be furnished on behalf of the successful bidder shall name County obligee, and coverage shall be written subject to the limit of not less than \$500,000. Such bond(s) shall be solely for the protection of County.
- d. The Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury.
- e. The bond shall remain in effect at least one (1) year after the date when final payment becomes due.
- f. The surety bond must be in the form set forth in NCGS 44A-33, without any variations there from.
- g. The successful bidder shall provide surety bond wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.
- h. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

Deductibles and Self-Insured Retentions

- a. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects COUNTY, its officers, officials, agents, and

employees; or successful bidder shall procure a bond guaranteeing payment deductibles or self-insured retentions.

b. The successful shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not COUNTY is an insured under the policy.

Miscellaneous Insurance Provisions

a. The policies are to contain, or be endorsed to contain, the following provisions:

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY its officers, officials, agents, and employees.

c. Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after thirty (30) days prior written notice has been given to COUNTY, 230 Government Center Drive #125, Wilmington, NC 28403.

d. If the successful bidder's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless COUNTY has granted specific approval.

Evidence of Insurance

a. The successful bidder shall furnish COUNTY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

b. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Agreement.

c. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s)

evidencing such coverage shall be provided to COUNTY with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

Section 3: Specifications

I. Overview

A. Purpose:

The purpose and intent of this Request for Proposals (RFP) is to solicit proposals from qualified Bidder(s) to establish a contract to provide a comprehensive health care services program at full capacity and in a cost effective manner to persons in the custody of the New Hanover County Sheriff at the Detention Facility, (here in after referred to as Facility) located at 3950 Juvenile Center Road, Castle Hayne, NC 28429.

These services are to be provided in a manner that complies with all local, state and federal licensure requirements and standards of care delivery, which sufficiently meets the needs of each site.

B. Term of Contract:

The initial term of the contract is from **Date of Award** through **June 30, 2017**, with the option to renew by the County for two (2) additional one (1) year periods under the same terms and conditions. Any renewal shall be based on performance satisfactory to the County by the Contractor during the previous years.

C. Price Adjustment

With the written concurrence of New Hanover County, price adjustments may be permitted upwardly or downwardly at the beginning of each fiscal year. Price adjustments will be correlated with the Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) U.S. City Average (All Items) published by the Bureau Labor Statistics (BLS), Washington, D.C. The initial contract period rate may be adjusted by the latest announced change in the CPI-W for the prior 12 month period, limited to a maximum of 4% increase per contract period or any amount of decrease.

D. Background:

The Detention Facility opened in October, 2004. The rated capacity of the New Hanover County Detention Facility is 672 inmates. The average daily population is 568 inmates and currently 571. Of the 550 inmates being held, 64 to 72 are Federal inmates and being held for the United States Marshal's Service. Additionally, the Facility holds inmates occasionally for the Bureau of Prisons, Immigration, Customs Enforcement (ICE), and other agencies.

Current relevant statistics for 2013 are as follows (**daily averages**):

- Average length of stay (ALOS) is 100 days
- Inmates on psychotropic medications are 240
- Inmates on prescription medications are 430
- HIV/AIDS diagnosed are 3

The inmates are housed in 14 housing units. Two of these units are in the Weekender building. These units are not part of the main building. Persons reporting to the weekender building will also require a Medical/Suicide screening. The Facility houses inmates (including males and females) of minimum, medium and close security needs within the jurisdiction of the Sheriff's Office. Additionally, intake and booking requirements are performed within this structure. The New Hanover County Detention Facility is not currently accredited through the American Correctional Association (ACA) or the National Commission on Correctional Health Care (NCCCHC).

The medical unit consists of a clinic area and medical observation area with two (2) single cell beds. A dental operatory is also located within the medical unit.

The New Hanover County Sheriff's Office has a Memorandum of Agreement with the Coastal Horizons Center and works jointly with them to assure that adult pregnant females are allowed to continue their treatment while in custody. The successful Bidder would also be required to continue this practice at the Sheriff's discretion.

The current medical provider's contract is at an annual base amount of \$2,108,711.00. This contract is on the basis of 17.65 Full Time Equivalent (FTE) for medical staff. The current medical contract also has limits with caps on off-site costs and psychotropic medication costs. Under the current contract, the off-site set at \$225,000 with 50-50 sharing above that cap to \$325,000. Should costs exceed \$325,000 the county bears the full responsibility. The psychotropic medication is capped at \$45,000. The county bears all costs for psychotropic medications over the cap. While the annual base amount may be changed in the bid, it is requested that the off-site caps and the psychotropic medication caps be structured in the same manner and at the same amount when submitted for consideration under the new contract.

E. Definitions:

ACA STANDARDS - The standards for Adult Correctional Institutions published by the American Correctional Association.

ACUTE CARE - This level of care requires 24-hour physician and nursing care with 24-hour ancillary on-call hospital departments available. Examples of acute

care patients are post-trauma, surgical patients with post-operative complications, unstable cardiac conditions, patients on ventilators, etc. The ALOS is 3-5 days and may extend up to 30 days in unusual circumstances.

ALOS - Average Length of Stay

BIDDER – Any firm, individual, or entity who submits a proposal in response to this Request for Proposals.

CHRONIC AMBULATORY CARE - This level of care does not require inpatient or daily nursing care. Medical needs are such that patients require a higher level of specialty care or access to care on a more frequent basis.

CONTRACT ADMINISTRATOR – The administrative person designated by the County of New Hanover to oversee the contract for these services.

CONTRACTOR - The successful firm, individual, or entity with whom New Hanover County enters into this contract.

CREDENTIALS - Documents providing evidence of education, training, licensure, experience, board certification and expertise of a health care provider.

FULL TIME EQUIVALENT EMPLOYEE (FTE) - The generic definition of a full time position that is expected to be staffed by one or more workers for a total of approximately 2080 hours per year.

HOSPITAL - The term “hospital” as used here is equivalent to a Joint Commission on Accreditation of Healthcare Organization (JCAHO) approved and state licensed community based hospital that provides a full range of diagnostic and therapeutic services to a defined or general population.

HOSPITAL SERVICES INPATIENT DAY - An inpatient day shall be equivalent to an actual overnight stay in an inpatient status at a hospital. Includes but not limited to an overnight stay involving room, board, nursing care and related ancillary services and supplies.

HOSPITAL SERVICES OUTPATIENT VISIT - Includes but is not limited to a hospital visit for the purposes of securing institutional services in other than an inpatient status. An outpatient visit could involve urgent care treatment without a subsequent admission, or a visit for the purpose of obtaining other services, such as outpatient surgery. Such outpatient services would normally not exceed 23 hours duration.

MEDICAL SERVICES - Also referred to as health services, includes any medical treatment delivered to a patient. Medical Services include, but are not limited to, inpatient/outpatient services, routine sick call care, chronic care clinics, intake

screening, physical examinations, and medical observation services (does not include services which are considered for “inmate convenience”).

MEDICALLY ACCEPTABLE - NOT ALWAYS NECESSARY - Medical conditions which are considered non-fatal where treatment may improve the quality of life of the patient. The treatment provided in this category is controlled by practice guidelines as well as prudent clinical judgment.

MEDICALLY NECESSARY - ACUTE OR EMERGENT– Medical conditions that are of an immediate, acute or emergent nature, which without care, would cause rapid deterioration of the patient’s health, significant irreversible loss of function or may be life threatening. Care is to be provided in a timely manner in accordance with institutional procedures.

MEDICALLY NECESSARY - NON-EMERGENT – Medical conditions that are not immediately life-threatening but without which the inmate could not be maintained without significant risk of serious deterioration leading to premature death, or where there is a significant reduction in the possibility of repair later without present treatment, or where there is significant pain or discomfort. Care provided usually maintains/improves the quality of life or life span.

MENTAL HEALTH SERVICES - For purposes of this Solicitation, these services are defined as inpatient/outpatient psychiatric evaluation/treatment.

NCCHC - NATIONAL COMMISSION ON CORRECTIONAL HEALTH CARE – The professional organization dedicated to improving health services in jails, prisons, and juvenile confinement facilities.

OUTPATIENT INSTITUTION/HOSPITAL SERVICES - Includes all institutional services that are provided on a non-inpatient basis.

OUTPATIENT PHYSICIAN SERVICES - Includes but is not limited to initial work-up and outpatient surgical procedures.

PERFORMANCE WORK STATEMENT - A document that describes a service in terms of the output requirements and the required level or standard of acceptable performance of those outputs.

PHYSICIAN - An authorized practitioner of medicine which is a graduate from a college of medicine or osteopathy and licensed by the NC Medical Board. (This includes residents.)

PHYSICIAN SERVICES INPATIENT SERVICES - Includes but is not limited to initial and follow-up encounters and procedures.

PROFESSIONAL STAFF - Contractor's licensed and credentialed staff employed as health care providers under the contract.

PROPOSAL - The written offer, including technical, business, and past performance aspects, submitted by the Bidder for consideration by New Hanover County in response to the Request for Proposal (RFP).

QUALITY ASSURANCE - A planned and systematic pattern of all Contractor action necessary to provide confidence that adequate technical requirements are established, products and services conform to established technical requirements, and satisfactory performance is achieved.

RFP - Request for Proposals

SUBACUTE CARE - This inpatient level of care is for patients who have experienced an acute illness, injury, or exacerbation of a disease process. It is goal-oriented treatment rendered immediately after, or instead of, acute hospitalization to treat one or more specific, active and/or complex medical conditions. It requires 24-hour nursing care and may require 24-hour physician availability. This care does not depend heavily on high technology monitoring or complex diagnostic procedures. However, sub-acute patients may require IV therapy, tube feeding, wound care management, cardiac monitoring, etc. The coordinated services of an interdisciplinary team trained to assess and manage medical and rehabilitative patient conditions are required. Generally, this care requires five hours or less of daily nursing care per day.

SUBCONTRACT - Any agreement entered into by the prime Contractor with another entity to provide services and supplies to accomplish performance of the contract.

F. New Hanover County Equipment and Personnel:

New Hanover County Detention Facility:

Approximate Inventory of Existing Medical Equipment

- 1 Gynnie Examining Bed
- 2 Stryker Examining Beds
- 3 Outpatient Plus Adjustable Lights
- 3 Wolf XRay Display Boards
- 3 Heine EN 100 Devices
- 1 Spectrum Laboratory Network Horizontal Separation Centrifuge Machine
- 1 GE Medical Systems – MAC 1200 EKG Machine
- 2 SunTec, 2 Dinemap – Blood Pressure Machines
- 5 Wheelchairs
- 1 Set of Floor Scales

- 1 Refrigerator for Medications
- 1 Refrigerator for Labs

Approximate Inventory of Existing Dental Equipment

- 2 Adjustable Pelton and Crane Dental Chairs
- 2 Adjustable Pelton and Crane Dental Lights
- 2 Pelton and Crane Dental Equipment Holders
- 1 DCI Dental Equipment (for Fillings and Extractions)
- 1 Dent-X X-Ray Machine
- 1 Sterilizer (Autoclave)

G. Personnel Staffing Matrix Requirements:

Day Shift:

- Health Services Administrator (1.0 FTE)
- Charge Nurse – RN (1.0 FTE)
- Medical Director (.20 FTE)
- NP/PA (.75 FTE)
- Administrative Assistant (1.0 FTE)
- LPN (4.20 FTE's)
- Medical Records Clerk (1.0 FTE)
- CMT (.60)
- Psychiatrist (.20 FTE)
- Floater- CNA/Paramedic/Med. Rec./Dental Asst (.60 FTE)
- Dentist (.20 FTE)

Evening Shift:

- LPN (2.80 FTE's)

Night Shift:

- LPN (2.40 FTE's)

Intake:

- CNA/Paramedic (2.80 FTE's)

Total FTE's per week: 18.15 or 726 hours per week

H. Statement of Needs and Requirements:

Through this proposal process, a qualified healthcare Contractor shall be selected to provide comprehensive medical and dental health services to persons in custody at the Facility.

Provide a comprehensive program that meets the general and unique medical and dental needs of inmates housed at the Facility. The contractor shall work closely with the Facility to deliver needed psychiatric services.

The philosophy of the Facility in acquiring a healthcare Contractor is to maximize treatment and care of inmates within the existing facility while avoiding unnecessary instances involving transportation, inappropriate utilization of staff, and security risks by such movement. Services shall be cost effective and delivered to the population in such a way as to promote quality healthcare while fulfilling the Contractor's mission, goals and objectives.

Proposals submitted shall be based upon the premise that the contractor shall bear all costs associated with the provision of healthcare as described herein, including outside physician, dentist, hospital and ancillary services costs.

Provide healthcare services which meet or exceed all local, state and federal standards and requirements to include, but not be limited to the North Carolina Jail Standards, the North Carolina Board of Nursing, the North Carolina Medical Board, the National Commission on Correctional Health Care and all applicable community standards of care.

Remain current on any revisions to established policy set forth by all local, state and federal regulations as well as accrediting requirements.

Adhere to all policies and procedures prescribed by the Facility relating to safety, custody, and conduct of inmates. The contractor shall also be responsible for all individuals in custody admitted to sub-contracted facilities for care and treatment.

Not supervise or discipline, or initiate non-medical related conversation with any inmates. Contractor is prohibited from passing contraband (weapons, drugs, tobacco and other unauthorized items) to any person in custody. Information on the status of current or former inmates shall not be discussed with inmates.

Facility reserves the right to search any person, property or article entering its facilities. The Sheriff, or designee, has the right to deny admission to any employee, individual contractor or agent of the contractor who in the Sheriff's opinion poses a risk to the facility, employees or those in custody.

II. PROGRAM REQUIREMENTS AND SPECIFICATIONS:

The contractor is expected to meet the following specifications and program requirements. This listing is not intended to be all-inclusive, but serves as a guideline with recommendations for a healthcare program for the inmate population.

A. Administrative Requirements:

The contractor shall provide:

1. A designated licensed practicing physician (Medical Director) to assure the appropriateness and adequacy of inmate healthcare and to provide direct medical treatment to inmates.
2. A health services administrator to:
 - a) Plan, organize, and coordinate professional and technical medical staff;
 - b) Maintain a comprehensive medical record keeping system;
 - c) Maintain financial accountability to the Contract Administrator; and
 - d) Respond to complaints from the Contract Administrator and the Sheriff directed at medical services provided.
3. Well-defined operational policies and procedures to include, at a minimum, those required by; National Commission on Correctional Health Care, North Carolina Department of Health and Human Services Division of Facility Services (standards for jails) and in concert with the New Hanover County Sheriff's Office policies and procedures for service delivery. Facility shall develop the policies and procedures necessary to specify the role of medical services and to provide a liaison between the medical and security staff. The contractor shall write and update the Medical Plan as required by the North Carolina General Statutes and North Carolina Jail standards.
4. Provide documentation of healthcare staff roles in the facilities' disaster plans. The contractor shall, in times of emergency or threat thereof, whether accidental, natural or caused by man, provide medical assistance to all Sheriff's personnel and any other occupants of the building at the time of the disaster. The contractor shall also participate in community preparedness and response planning for pandemics and other disasters as deemed appropriate by the Sheriff or designee.
5. Include an identification list and location for adequate equipment, supplies and furnishings on site as required ensuring that emergency and non-emergency medical needs are met.

The successful Bidder shall provide:

1. Operation of a twenty-four (24) hour, seven (7) days per week healthcare program with full staffing by licensed, certified, and professionally trained personnel.
2. One full-time Health Services Administrator (HSA) who is a Registered Nurse and at a minimum: (1) Licensed Practical Nurse (LPN) on duty during all shifts at the Facility; (2) a Registered Nurse assigned to act as a Charge Nurse during the scheduled absence of the HSA.
3. A licensed practicing Dentist to provide dental services to inmates.
4. A comprehensive weekly, monthly and annual statistical report forwarded to the Contract Administrator and the Sheriff in accordance with the American Medical Association Standards and requests of the Contract Administrator and Facility Administration. Monthly narrative reports shall be submitted on the fifth (5) calendar day of each month to the Contract Administrator, with data reflecting the previous month's workload, to include:
 - a. Deaths
 - b. Suicide data (i.e. attempts and precautions taken);
 - c. Safekeeping admissions;
 - d. Ambulance transports In and Out;
 - e. Transfers to off-site hospital emergency departments;
 - f. Off-site hospital admissions;
 - g. Off-site ambulatory procedures
 - h. Report of status of inmates in local hospitals and medical observation area/infirmary
 - i. Inmates/residents seen by the physician
 - j. Medical observation area/Infirmary admissions, patient days, average length of stay;
 - k. Medical specialty consultation referrals
 - l. Inmates/residents seen at sick call;
 - m. Inmates/residents requests for various services (screened);
 - n. Fourteen (14) day history and physical assessments;
 - o. Intake medical screening;
 - p. Inmates/residents seen by mental health professionals
 - q. Inmates/residents seen by the dentist;
 - r. Diagnostic studies;
 - s. Communicable disease reporting;
 - t. Staffing;
 - u. Report of third party reimbursement, pursuit and recovery
 - v. Summary of completed medical incident report;
 - w. Summary of completed medical grievance report

- x. Hours worked by contracted Medical staff

Annual narrative reports shall be submitted on the fifth (5) calendar day of the first month of the New Year to the Contract Administrator with data reflecting the previous year's workload, to include:

- a. Deaths
- b. Suicide data (i.e. attempts and precautions taken);
- c. Safekeeping admissions;
- d. Ambulance transports In and Out;
- e. Transfers to off-site hospital emergency departments;
- f. Off-site hospital admissions;
- g. Off-site ambulatory procedures
- h. Report of status of inmates in local hospitals and infirmary
- i. Inmates/residents seen by the physician
- j. Infirmary admissions, patient days, average length of stay;
- k. Medical specialty consultation referrals
- l. Inmates/residents seen at sick call;
- m. Inmates/residents requests for various services (screened);
- n. Fourteen (14) day history and physical assessments;
- o. Intake medical screening;
- p. Inmates/residents seen by mental health professionals
- q. Inmates/residents seen by the dentist;
- r. Diagnostic studies;
- s. Summary of medical incident reports (i.e., number, types, corrective actions taken, etc.)
- t. Summary of medical grievance reports (i.e., number types, responses, corrective actions, etc.)
- u. Communicable disease reporting;
- v. Staffing;
- w. Report of third party reimbursement, pursuit and recovery
- x. Hours worked by contracted Medical staff

- 5. Copies of clearly defined written Agreements of Understanding for twenty-four (24) hour service with hospitals, physicians, ambulance companies, and others involved in providing care to inmates shall be provided to and approved by the Contract Administrator and the Facility Administration.
- 6. A continuing medical education program as appropriate for Facility personnel, approximately six (6) hours per quarter, in half hour blocks, and performed by on-duty staff. Such a program shall include but not be limited to training and education in suicide prevention, mental illness, basic first aid, drug/alcohol abuse, AIDS, and other related detention facility health issues.
- 7. TB tests for inmate workers and staff and Hepatitis B vaccines for staff as deemed necessary by the Sheriff.

B. Personnel Requirements:

1. Have sole responsibility for hiring and training its employees.
2. Provide complete information on proposed staffing to include title, number of full-time and relief staff by day, shift, and location. Adequate health care personnel are required for twenty-four (24) hour per day inmate healthcare services at the Facility and salary ranges included.
3. Physician services sufficient to provide the required needs of the day and assure medical evaluation/follow-up within twenty-four (24) hours of post nursing triage referral (including weekends and holidays). In addition, twenty-four (24) hour physician on-call services with availability for telephone consultation and on-site needs.
4. Nursing services must be available to provide for the following:
 - a. A pre-admission triage prior to booking to occur at pre-intake;
 - b. Intake screening (to include suicide screening on all inmates, at time of admission);
 - c. Histories and physicals on all, within fourteen (14) days of admission to include mental health issues;
 - d. Medications as prescribed; Med-pass to occur in housing units
 - e. Sick call triage and follow-up on a daily basis;
 - f. Medical observation area coverage at all times;
 - g. Appropriate and timely responses to medical needs and emergencies;
5. Sufficient medical/clerical support staff must be available to support the contract.
6. Written job descriptions that define specific duties and responsibilities for all assignments must be available and on file in the medical unit and with the Contract Administrator.
7. Copies of staffing schedules encompassing all healthcare staff are to be posted in designated areas and submitted upon request to the Contract Administrator and to the administrators of the Detention Facility.
8. Provide temporary replacement staff for those personnel who fail to report for their scheduled shift. Replacement staff must meet or exceed those qualifications and security requirements as stated in this document.
9. Reimburse New Hanover County for the actual salary and overhead expenses saved by the successful Bidder for any permanent staff position which shall remain unfilled thirty (30) days after the initial date of vacancy.

For administrative, physician, or dental services, the contractor shall be required to fill or cover the vacancy within seven (7) calendar days after the vacancy, and in the event the contractor does not do so, he shall pay to New Hanover County the equivalent salary and overhead expenses saved for each day after those initial seven (7) days.

10. Health professionals, who are employed by the Contractor on a full time basis, or under contractual arrangement, shall comply with appropriate state and federal licensure, certification, or registration requirements. Verification of current credentials will be maintained on file at the facility.
11. Individuals shall not begin work until completed credentials verification report is on file at the facility. For initial employment and annual verification, copies of and primary verification of the following documents are required:
 - a. Physician
 - North Carolina Medical Board license for the current year
 - Copies of Board Certification if applicable
 - Primary verification of DEA Certificate
 - Validation of current standing with the NC Medical Board
 - Proof of Liability Insurance
 - Copy of North Carolina Drivers License
 - b. Physician's Assistant
 - North Carolina Medical Board Statement of Approval
 - Validation of current standing with the NC Medical Board
 - Copies of Certification, if applicable
 - Proof of Liability Insurance
 - c. Dentist
 - North Carolina Board of Dental Examiner license for the current year
 - Validation of current standing with the NC Board of Dental Examiners
 - Copy of DEA Certificate
 - Proof of Liability Insurance
 - d. Nurse Practitioner/Registered Nurse/Licensed Practical Nurse
 - Copy of diploma from an accredited school of nursing
 - Verification of current licensure with the NC Board of Nursing
 - Special Certification (e.g., MICN/CCRN) if applicable
12. Upon request, provide to the Contract Administrator proof of licenses and/or certificates for all professional staff. In addition, proof of malpractice insurance must be on file for all physicians, nurse practitioners, physician assistants, and any other employees, as applicable.

13. All employees shall undergo a criminal background check, drug screening, and TB test prior to employment.
14. Enforce strict discipline and good order among their employees working under the contract.
15. Employees deemed objectionable to the Contract Administrator, Sheriff, or designated Administrator, shall have security clearances rescinded and, if not agreed otherwise, replaced by the Contractor.
16. Provide a written plan for the orientation and staff development/training appropriate to their healthcare delivery activity for all healthcare personnel. This plan must outline the frequency of continued training for each staff position. Appropriate educational offerings, performed by Contractor's on-duty staff, shall be provided at no cost to Facility Staff.

C. Pharmaceutical Requirements:

1. Provide pharmaceutical services and supplies for prescription and non-prescription medications and all intravenous solutions ordered by the Contractor's physicians, mid-level practitioners, and dentists.
2. Make provisions for on-site delivery seven (7) days per week, on-site STAT dose capability for emergencies, and an emergency drug kit.
3. Supply pharmaceuticals and drugs to the Facility using a "unit dose method of packaging" which is properly labeled. The Contractor shall maintain a starter dose of medications, which if not readily available could compromise the inmates' health status.
4. Develop a formulary and submit as an appendix to the proposal. The Contractor shall establish and operate a Pharmacy and Therapeutics committee that meets at least quarterly.
5. Provide routine consultations regarding all phases of the pharmacy operation. The Contractor shall provide oversight of the pharmacy operation with a minimum of quarterly consultant visits and written reviews by a registered pharmacist.
6. Utilize a medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication.
7. Nurses shall administer all controlled, abusable and psychotropic medications to inmates. Medications may be administered through the

housing unit distribution process (Med-pass). The Nurse shall administer medications on a regular basis to inmates in segregation.

8. Psychotropic medications such as anti-psychotic, antidepressants, and drugs requiring parental administration shall be prescribed by a physician or authorized health provider and only following a physical examination of the inmate by a qualified health professional. Involuntary administration of psychotropic medications shall be in compliance with applicable State laws.
9. Assure that the recording of the administration of medications is done in a manner and on a form approved by the appropriate healthcare authority to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation shall also be required when an inmate's ordered medication was not administered and the reason given.

D. Care and Treatment Requirements:

1. Provide for twenty-four (24) hours a day emergency services to include on-site emergencies using Contractor medical staff and outside hospital services.
2. In addition to twenty-four (24) hours per day emergency service coverage, the hours for routine nurse sick call shall be at levels which allow all inmates needing medical services to be seen on the same day that they request such services and should the need arise outside the scheduled sick call rounds done in the housing units.
3. Provide a written health plan of standardized policies and defined procedures for the Facility as approved annually by the Sheriff or designated Administrator. The manual shall be reviewed and revised, as necessary, under direction of the Contractor with approval of the Sheriff's Office as appropriate.
4. Provide a dental program that assures that inmates receive dental treatment, not limited to extractions, when the health of the inmate would otherwise be adversely affected. Treatments shall include any other services deemed necessary by the contracting Dentist.
5. Establish a mental health program for evaluation, treatment and/or referral. The Contractor should expect that the program shall include plans for but not limited to the following:
 - a. A psychiatrist to examine inmates within twenty-four (24) hours after confinement when isolated for psychiatric purposes;

- b. Medical evaluation that supports medical confinement of the inmate based on risk of physical danger to self or others;
- c. Continued medical services to provide follow-up care and treatment during the entire time an inmate is held in medical confinement on at least a five (5) days per week basis; and
- d. A psychiatrist or medical designee to be responsible for determining when an inmate should be sent or returned to general population, with documentation in the medical record regarding these decisions.

All inmates referred for mental health evaluation shall receive a comprehensive diagnostic examination.

Inmates placed on medication shall be evaluated for signs of toxicity. Blood pressure and heart rate shall be regularly checked and drug levels monitored where appropriate with documentation of this information to be placed routinely in the inmate's medical record.

- 6. Provide a special medical program for inmates requiring close medical supervision, including chronic and convalescent care needs. The Contractor must include specific guidelines for housing standards of these inmates. Requirements to be included are:
 - a. Each inmate assigned this classification must have a written individualized treatment plan developed by a physician;
 - b. Inmates committed under the influence of alcohol or drugs must be kept under close observation for a reasonable time period;
 - c. Inmates with suicidal tendencies and those with a history of seizures, as determined by a medical authority, must be assigned to quarters that have close observation; and
 - d. A physician must determine pharmacological or non-pharmacological support care.
- 7. The New Hanover County Health Department, The New Hanover County Sheriff's Office, and medical and mental health staff shall share **relevant information** including, but not limited to, communicable disease information as appropriate, and information regarding behavior problems/disorders.
- 8. Provide a program for meeting the special needs of the female population (e.g., pregnancy).
- 9. Document inmate health screening immediately upon arrival at the Facility based on structured inquiry and observation, performed by qualified healthcare personnel, twenty-four (24) hours a day, seven (7) days a week. This shall ensure that anyone taken into custody receives the

necessary medical attention required prior to admission into the general facility intake population.

10. No unconscious person or a person who appears to be seriously injured shall be admitted to the Facility. He/she must be referred immediately for emergency medical attention and admission or return to the Facility is predicated upon written medical clearance.
11. Intake screening findings will be recorded on a printed form approved by the Facility.

At a minimum, the screening must include the inquiry into:

- a. Current illness and health problems including medical, dental and communicable disease;
- b. Medications taken and special health requirements;
- c. Use of alcohol and drugs, including types, methods, amounts, frequency, date/time of last use and history of problems related to stoppage;
- d. A history of gynecological problems and pregnancies for females; and
- e. Suicidal tendencies, including whether he/she has tried or contemplated suicide in past and whether he/she is currently contemplating suicide.
- f. North Carolina required mental health screening.

At a minimum, the screening must include the observation of:

- a. Behavior, including state of consciousness, mental status, appearance, conduct, tremors, sweating, and/or bleeding.
- b. Notation of body deformities, trauma, markings, ease of movement.
- c. Condition of skin and body orifices, including rashes and infestations, needle marks, or other indications of drug abuse.
- d. Signs of injury (past and current).

12. Inmates must be medically cleared before they are sent to general intake population
13. All new admissions/screening charts are to be reviewed and signed by the MD/PA/NP within twenty-four (24) hours.
14. Each inmate shall be given a health appraisal, including a physical examination by qualified health care personnel within fourteen (14) days after admission to the Facility. If the inmate has received a health appraisal within the previous thirty- (30) days, a new appraisal is not required except as determined by the physician or designee.

15. The extent of the health appraisal, including the physical examination, is defined by the responsible health authority; however, shall include at a minimum:
 - a. Review of intake screening forms;
 - b. Collection of additional data regarding complete medical, dental, psychiatric and immunization histories;
 - c. Appropriate laboratory and diagnostic tests to detect communicable disease (STD, TB, etc);
 - d. Recording vital signs (height, weight, pulse, blood pressure, and temperature);
 - e. Physical examination with comments about the mental and dental status. A gynecological assessment must be included for females;
 - f. Review of physical examination and test results by a physician for problem identification must take place;
 - g. Initiation of therapy when appropriate; and
 - h. Other tests and examinations as appropriate.
16. The Medical Director, Contract Administrator, and Detention Facility Staff must approve the form used for the health appraisal.
17. The policy and procedure requiring a health appraisal must be contained in the standard operating procedures for the medical section.
18. Inmates referred for treatment as a result of the health appraisal must be seen the following day unless the provider making the referral orders them to physician sick call on another day. Life threatening emergencies will be seen or referred for emergency care immediately.
19. Responsible for all housekeeping duties in the medical observation area with the exception of the floors, bathrooms, showers and walls.
20. Inmates shall not be allowed to provide any healthcare services, including record keeping.
21. Be responsible for the appropriate disposal of all contaminated waste. This material must be removed from within the Facility to a secured area and disposed of as required by law or standard.
22. Arrange for, in rare cases, an immediate body cavity search to be conducted by medical personnel other than those who currently provide care to inmates in the custody of the Sheriff, in accordance with the American Medical Association Standards.

23. Provide dental services sufficient to provide for emergency and medically required dental care for the inmates at the Detention Facility within a reasonable period.

E. Outside Specialty Services, Procedures, Emergency Care and Hospitalization:

1. Arrange for the provision of physician specialty services, procedures, emergency care and hospital admission of any inmate, who in the opinion of the Medical Director requires outside medical service.
2. Provide comprehensive inpatient/outpatient physician services and those miscellaneous ancillary services that are routinely ordered by such individuals.
3. Provide inmates with the necessary healthcare professionals and services to meet the outpatient needs of inmates who are referred for such treatment. Such consultation and/or treatment shall be limited to the chief complaint(s) as noted on the consultation and/or request form unless otherwise agreed by outside and in-house medical professionals.
4. Inmates shall be referred to the Contractor's facility(s) for emergency care, scheduled inpatient care, and scheduled outpatient services on an as needed basis. Emergency care shall primarily require the use of special care units, which would provide treatment that is not otherwise available at the Facilities. Normal inpatient visits for non-emergency services shall require private room accommodations with available space for up to three armed or unarmed detention and/or law enforcement officers per inmate.
5. Provide access to a sufficient number of hospital locations required to assure inmate access to inpatient specialty, subspecialty, and other necessary services. Such services will include, but are not limited to the following: hospital inpatient rooms, meals, nursing care, medical supplies, pharmaceuticals, any required outpatient procedures and other ancillary or allied health services.
6. Utilize professional staff who are credentialed and have privileges per the By Laws, Rules, and Regulations of the Medical Staff at Contractor's designated medical facility.
7. In those circumstances where there is a "direct admit" inpatient referral, the Contractor shall not process the admission through the emergency room unless medical, not administrative, circumstances dictate that such medical services are required.

8. Also responsible for the following:
 - a. Establishing regular communications with outside healthcare facilities to coordinate the referral of inmates requiring emergency or specialized care not available on-site;
 - b. Reviewing all referrals to specialists, for procedures and hospitalization for clinical appropriateness and medical necessity prior to referral;
 - c. Making arrangements for immediate care and transportation for any inmate requiring emergency care;
 - d. Reviewing all emergency room episodes within twenty-four (24) hours of occurrence; and
 - e. Reviewing all emergency hospitalizations within twenty-four (24) hours of admission;

9. Establishing policies and procedures with the Contract Administrator at the Health Department for off-site care regarding the following:
 - a. Referral methods and scheduling;
 - b. Reporting of test results, diagnosis and treatments;
 - c. Medical records;
 - d. Acute care hospitalization and appropriateness review;
 - e. Patient follow-up;
 - f. Emergency services;
 - g. Establishing policies and procedures with the Sheriff's Office for transportation and security for off-site care;
 - h. Monitoring closely all outside healthcare to ensure that proper care is rendered;
 - i. Reviewing and verifying all bills from outside providers and sending a summary to the Administrator at the Sheriff's Office monthly. Actual bills must be made available to the Sheriff's Office Administrator upon request;
 - j. Verifying that the inmate was actually in the custody of Sheriff at time of treatment, and was authorized to be sent out for treatment;
 - k. Determining whether the nature of the healthcare problem was pre-existing prior to incarceration;
 - l. Determining whether or not the healthcare problem was self-inflicted; and
 - m. Determining whether the inmate had or has insurance and, if so, follow through with collection of the same or have hospital bill the insurance company.

F. Laboratory and Radiology Services:

Provide for laboratory and radiology services on-site to the extent reasonably possible and off-site in all other situations when required for inmates. All

abnormal laboratory and x-ray results shall be reviewed and signed off by a physician with a follow-up plan of care outlined.

G. Materials, Supplies and Equipment:

Warrant and represent that the quality and quantity of materials, supplies, and equipment on hand during the effective period of this agreement, shall be sufficient to enable Contractor to perform its obligations.

H. Medical Records Requirements:

1. A medical record consistent with local and state regulations and community standards of practice shall be maintained on each person who is seen or treated.
2. All medical records shall remain the property of New Hanover County.
3. Individual health care records shall also be initiated and maintained for every inmate receiving medical or dental health services as a result of the inmate screening process, or for services rendered following the inmate's assignment to a housing area.
4. All inmates, upon return from outside hospital stays or clinic visits, are to be seen by the MD/PA/NP staff. A note regarding this review with reference to follow-up in-house must be documented in the inmate medical record.
5. The results of tuberculin tests are read and documented on a daily basis.
6. Contractors shall perform reviews, medical examinations, medical summaries or certifications as are necessary for intra-system transfers, other jail transfers, state and/or federal prison transfers, and work clearances, which must be completed within seventy-two (72) hours from the time the names are provided. Medical summaries are prepared and sent with inmates being transferred to the North Carolina Department of Adult Corrections. The health record shall include, but not be limited to:
 - a. Intake screening form;
 - b. Health appraisal form;
 - c. Physician order/treatment plans;
 - d. Prescribed medications administered or not administered, date, time and by whom;
 - e. All complaints of illness or injury;
 - f. All findings, diagnoses, treatments and dispositions;
 - g. Health service reports;
 - h. Consent and refusal forms;

- i. Release of information forms;
 - j. All inmate request forms;
 - k. Signature and title of each individual entering information on the form;
 - l. Laboratory, radiology and diagnostic studies; and
 - m. Consultation, emergency room and hospital records and discharge summaries
7. Confidentiality of medical records shall be assured and in compliance with the Federal Health Insurance Portability and Accountability Act (HIPAA). The medical, dental and psychiatric records shall be kept separate from the custody records. Data necessary for the classification, security, and control of inmates shall be provided to the appropriate Sheriff's Office staff.
 8. Inactive medical records shall be maintained in accordance with the laws of the State of North Carolina.
 9. Information concerning any court or legal documents affecting inmates and the Contractor must be provided, in writing, to the Contract Administrator and the designated Sheriff's Office representative prior to the close of the shift of service.
 10. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.
 11. If an inmate medical record cannot be located, within forty-eight (48) hours of the discovered loss, a duplicate record shall be generated immediately. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined to form one file.
 12. Responsible for keeping accurate records (insurance information, etc.) for all healthcare services provided to inmates classified as indigent at the Facility. Contractor shall conduct further investigations with all inmates (during screening) receiving health care services, to determine indigence.
 13. Commensurate with Critical Incident Planning Requirements, the Contractor is also required to ensure that Medical Records for inmates at the Facility are stored electronically at an off-site location so that they may be accessed from an authorized agent at any location away from the facility. This requirement must be met through allowing access from multiple locations throughout the state simultaneously. The Sheriff's Office has a Memorandum of Agreement with the Department of Corrections to house inmates during a critical incident for the duration of the incident. However, these inmates may be sent to locations throughout the State of North Carolina. It is imperative that access to these medical records be

available to authorized personnel regardless of the operability or condition of the Facility.

I. Utilization Management Requirements:

Develop and implement a Utilization Management Program designed to ensure inmates receive timely, appropriate, and coordinated health care services to maximize patient outcome within available resources. Outcomes associated with achievement of this goal are management of quality health care and cost savings resulting from elimination of duplicate/unnecessary services and potentially decreasing the duration of care required when clinically appropriate. Each component of the Utilization Management Program supports the overall goal and contributes in some way to the associated outcomes.

Utilization Management Program shall consist of, but not be limited to, the following:

1. Referral Processing and Pre Authorizations for Specialists and Special Procedures;
2. Pre-admission Certification for Admissions and Ambulatory Procedures;
3. Concurrent Review;
4. Case Management; and
5. Discharge Planning

J. Quality Assurance Requirements:

Incorporate administrative management, oversight and quality control procedures to ensure the health care delivery system is designed and implemented in such a manner as to promote the orderly, efficient and cost-effective delivery of health services to the inmate population.

Develop and implement a quality assurance program for services that will be provided under the terms and conditions of this RFP with ongoing audits consisting of regularly scheduled audits of inmate healthcare services with documentation of deficiencies and plans for correction of deficiencies.

The program shall be submitted to the Contract Administrator for approval no later than the Post Award Conference. Upon approval, the Contractor is responsible for maintaining the Quality Assurance Program for the term of the contract.

K. Financial Requirements:

Responsible for all costs related to inmate healthcare services and equipment including, but not limited to:

1. Pharmaceuticals including over the counter medications;
2. Consumable and durable medical supplies;
3. Specialty products;
4. Orthopedic braces and supplies;
5. Office and medical equipment necessary to provide the level of medical, dental and pharmacological service described herein in the Contractor's response;
6. Personnel;
7. All required off-site care to include specialists, procedures, emergency and non-emergency, ambulatory, dental and hospital services;.
8. Orthotics and Prosthesis;
9. Special podiatry shoes;
10. Forms, office supplies, books;
11. Sufficient copying equipment to support the Agreement;
12. Contaminated and disposal of medical and biohazard waste; and
13. Any and all supplies required for the day-to-day operation of the medical facilities.

Any funds collected (inmate fees, insurance reimbursement) for services provided to the inmates and covered by the agreement will be given to the County.

Provide and operate a centralized billing system for processing, adjudicating, development and control, which will facilitate the processing of medical billings.

1. Provide for a system of medical bills receipt control and distribution which will enable it to ensure that all medical billings are received and entered into an automated data processing (ADP) system.
2. Ensure that its healthcare providers forward to the Contractor all billings for medical services rendered to beneficiaries. Complete, consolidated invoices of all medical services provided to each patient for the entire length of stay, including all physician charges (hospital-based and other) shall be submitted to the Contractor within 90 calendar days after the services are rendered. The Contractor in accordance with the terms and conditions of this contract will reject invoices containing billing discrepancies. Upon resubmission, a corrected invoice shall be submitted as an original invoice bearing the date of resubmission.

L. INSPECTION AND ACCEPTANCE:

New Hanover County reserves the right to inspect and evaluate all services provided pursuant to this RFP. The County may conduct such surveillance at any time during the performance of this contract.

M. INVOICE PAYMENT:

Invoices shall be forwarded to Sheriff's Office for review, approval and payment. Invoices submitted will be paid net 30 days upon receipt and approval by department.

N. DRUG FREE WORKPLACE:

Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on County property is strictly prohibited.

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs, and;
2. Any impairment or incapacitation from the use of alcohol or other drugs (including the use of drugs for legitimate medical purposes).

Contract Administrator may request random drug/alcohol screening occur at a minimum of twice per year at Contractors expense.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County of New Hanover in addition to any criminal penalties that may result from such conduct.

O. BEHAVIOR OF CONTRACTOR'S PERSONNEL:

The County is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment.

All Contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including, but not limited to race, religion, color, sex, or national origin, or disabilities. Such harassment is unacceptable and will not be condoned in any form at the County of New Hanover.

If such conduct occurs, the Contractor will take all necessary steps to stop it and prevent its future occurrence, including but not limited to the immediate dismissal of personnel. This policy shall be strictly enforced.

P. CANCELLATION OF CONTRACT:

The County of New Hanover reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon 90 days written notice to the Contractor.

Any contract cancellation shall not relieve the Contractor(s) of the obligation to deliver and/or perform services on all outstanding orders issued prior to the effective date of cancellation.

Q. QUALIFICATIONS OF BIDDERS:

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the work and the Contractor shall furnish to the County all such information and data for this purpose as may be requested.

Section 4:

QUALIFICATIONS AND SUBMISSION REQUIREMENTS

New Hanover County will receive written responses until **2:00 P.M. EST on Monday, April 21, 2014** in New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403. Responses received after this time will not be accepted.

All Bidders shall address the following, as a minimum, and should conform to the numbering system used below:

1. Letter of transmittal, identifying contact person.
2. Statement substantiating the firm's understanding of project objectives and task assignments.
3. Explanation of your approach to or general methods used to perform the services.
4. Firm or Individual background and history.
 - a. Brief history of the firm or individual.
 - b. Resumes of principles and key personnel.
5. A listing of similar work performed by your firm over the last 5 years.
6. Proposed project manager (person directly responsible for production of work).
7. Three (3) client references from clients of similar sized facilities.
8. Describe previous litigation or arbitration in which your firm has been involved during the past five (5) years.
9. Describe any involvement that your firm, its employees, or its owner(s) have that may constitute a conflict of interest.

Section 5:

Evaluation and Award Criteria

1. Evaluation Criteria

Proposals will be evaluated using the following criteria:

- a) Experience in providing this type of service for this size contract. (20)
- b) Qualifications of staff to be assigned to this project. (15)
- c) Specific plans and methodology for providing the proposed services. (10)
- d) References from at least three (3) similar clients. (10)
- e) Financial stability (10)
- f) Price (25)
- h) Training Requirements (10)

2. Award of Contract

The County reserves the right to award to multiple Contractors or to a single Contractor deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Price shall be considered, but shall not be the sole determining factor. Once the proposals are ranked and the most responsive, responsible Proposal(s) are determined, the County may conduct further negotiations, and/or request presentations to assist in the clarification of contract terms and conditions.

Section 6: Proposal Form

The County of New Hanover invites your sealed proposal for:

Comprehensive Healthcare Services

For

New Hanover County Detention Facility RFP # 14-0181

Address proposals to :Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and label “**HEALTHCARE SERVICES– RFP # 14- 0181**”

Proposals due by: 2:00 P.M. EST, Monday, April 21, 2014

=====

In accordance with the attached instructions, terms, conditions, and specifications, we submit the following proposal to New Hanover County

=====

PROPOSED ANNUAL COST

\$ _____

The contract will have a basis of 17.65 FTE’s for medical staff. The current medical contract also has limits with caps on off-site costs and psychotropic medication costs. Under the contract, the off-site cap is set at \$225,000. With 50-50 sharing above that cap to \$325,000. Should costs exceed \$325,000, the County bears the full responsibility. The psychotropic medication is capped at \$45,000. The County bears all costs for psychotropic medications over the cap. While the annual base amount may be changed in the bid, it is requested that the off-site caps and the psychotropic medication caps be structured in the same manner and at the same amount when submitted for consideration under the new contract.

The contractor shall submit a price proposal explaining in detail their programs, costs per year, inmate per diem and catastrophic limits or equivalent cost proposal language.

The undersigned certifies that to the best of his/her knowledge: (check one)

() There is no officer or employee of New Hanover County who has, or whose relative has, a substantial interest in any contract award pursuant to this proposal/bid.

() The names of any and all public officers or employees of New Hanover County who have, or whose relative has, a substantial interest in any contract award pursuant to this proposal/bid are identified by name as part of this submittal.

Receipt of the following addendum is acknowledged:

Addendum no. _____ Date _____

The undersigned also certifies that their firm **IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the County of any change in this status, should one occur, until such time as an award has been made under this procurement action.

The undersigned further certifies that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. The undersigned understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The undersigned agrees to abide by all conditions of this bid and certifies that he/she is authorized to sign this bid for the bidder.

(Firm)

(Street Address)

(Signature)

(City, State, Zip Code)

(Print Name)

(Phone Number)

(Title)

(Email)

Section 7: Draft Contract

New Hanover County Contract # 14-0181

NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT is made and entered into this the _____ day of _____, 2014, by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and _____, a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, New Hanover County requested proposals from Contractors to provide Comprehensive Healthcare Services for the County's Detention Facility, and

WHEREAS, proposals were received on April 21, 2014 and carefully evaluated; and

WHEREAS, after careful consideration of the proposal submitted by Contractor, the Board of Commissioners of New Hanover County has adopted a resolution authorizing the acceptance of such proposal and the execution of a contract with Contractor to provide Comprehensive Healthcare Services at the

County's Detention Facility according to Contractor's Bid Proposal received in response to RFP 14-0181 advertised on **January 19, 2014**.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, said parties covenant and agree as follows:

1. **Exhibits to Contract**. The Bid Package, which includes County's Technical Specifications, Invitation to Bid and Instructions to Contractors, marked Exhibit A; and Contractor's Proposal, marked Exhibit B; are attached hereto and made a part of this contract as though fully written herein.

2. **Scope of Services**. CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in Exhibit A and Exhibit B (hereinafter collectively referred to as "Services").

3. **Term of Contract**. The initial term of the contract is from **Date of Award** through **June 30, 2017**.

4. **Renewal**. This contract may be renewed by the County for two (2) additional one (1) year periods under the same terms and conditions. Any renewal shall be based on performance satisfactory to the County by the Contractor during the previous years. The County shall notify the Contractor in writing at least 90 days before the expiration of the contract of its intention to renew or not to renew the contract.

5. **Payment**. The County agrees to pay Contractor at the rates specified for Services performed to the satisfaction of the County, in accordance with this contract. The Contractor shall submit an itemized invoice to the County

by the end of the month during which services are performed. Payment will be processed promptly upon receipt and approval of the invoice by County. and approval by department.

6. **Price Adjustment.** With the written concurrence of New Hanover County, price adjustments may be permitted upwardly or downwardly at the beginning of each fiscal year. Price adjustments will be correlated with the Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) U.S. City Average (All Items) published by the Bureau Labor Statistics (BLS), Washington, D.C. The initial contract period rate may be adjusted by the latest announced change in the CPI-W for the prior 12 month period, limited to a maximum of 4% increase per contract period or any amount of decrease.

7. **Indemnity.** Contractor shall indemnify and hold New Hanover County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of bodily injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, his agents, employees and subcontractors.

8. **Insurance.** Contractor shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of A or higher, and acceptable to New Hanover County, of the kinds and minimum amounts specified below.

The contractor shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of A or higher, and acceptable to New Hanover County, of the kinds and minimum amounts specified below:

8.1 Commercial General Liability

a. CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

b. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

c. COUNTY, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 and CG 20 37, or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, officials, agents, and employees.

d. CONTRACTOR's Commercial General Liability insurance shall be primary as respects COUNTY, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by COUNTY, its officers, officials,

agents, and employees shall be excess of and not contribute with CONTRACTOR's insurance.

8.2 Workers' Compensation and Employer's Liability

a. CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

b. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

c. The insurer shall agree to waive all rights of subrogation against COUNTY, its officers, officials, agents, and employees for losses arising from work performed by CONTRACTOR for COUNTY.

8.3 Business Auto Liability

a. CONTRACTOR shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

b. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

c. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

d. CONTRACTOR's Business Auto Liability insurance shall be primary as COUNTY, its officers, officials, agents, and employees. Any other

insurance or self-insurance maintained by COUNTY, its officers, officials, agents, and employees shall be excess of and not contribute with CONTRACTOR's insurance.

8.4 Professional Liability Insurance

a. CONTRACTOR shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to CONTRACTOR's profession. Coverage as required in this agreement shall apply to liability for a professional error, act, or omission arising out of the scope of CONTRACTOR's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

b. If coverage required in this contract above is written on a claims-made basis, CONTRACTOR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the contract is complete.

8.5 Surety Bond (Performance Bond)

a. CONTRACTOR shall furnish and deliver to County a Performance Bond covering the faithful performance and completion of the work included in this Agreement and payment for all materials and labor furnished or supplied in connection with the work included in this Agreement.

b. Said bonds shall be issued and furnished to County prior to, and as a condition precedent to, commencement of the work of this Agreement.

c. The Performance Bond shall be furnished on behalf of CONTRACTOR, shall name County obligee, and coverage shall be written subject to the limit of not less than \$500,000. Such bond(s) shall be solely for the protection of County.

d. The Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury.

e. The bond shall remain in effect at least one (1) year after the date when final payment becomes due.

f. The surety bond must be in the form set forth in NCGS 44A-33, without any variations there from.

g. CONTRACTOR shall provide surety bond wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

h. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

8.6 Deductibles and Self-Insured Retentions

a. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects COUNTY, its officers, officials, agents, and employees; or CONTRACTOR shall procure a bond guaranteeing payment deductibles or self-insured retentions.

b. CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not COUNTY is an insured under the policy.

8.7 Miscellaneous Insurance Provisions

a. The policies are to contain, or be endorsed to contain, the following provisions:

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY its officers, officials, agents, and employees.

c. Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after thirty (30) days prior written notice has been given to COUNTY, 230 Government Center Drive #125, Wilmington, NC 28403.

d. If CONTRACTOR's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

8.8 Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless COUNTY has granted specific approval.

8.9 Evidence of Insurance

a. CONTRACTOR shall furnish COUNTY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

b. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Agreement.

c. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to COUNTY with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

9. **Termination for Default** In the event that the Contractor shall fail to maintain or keep in force any of the terms and conditions of this agreement, the County may, upon 15 days notice, sent by Registered Mail to the Contractor and his Surety, declare this agreement in default, and, thereupon the County shall promptly take over the PROJECT and the County may deduct all costs of competing the contract from any monies due or which may become due to the Contractor. The County shall have the right to let the PROJECT remaining to be completed to some other Contractor either by public letting or negotiation, and the Contractor and the Surety on his bond shall pay the County all such default on the part of the Contractor.

10. **Non-appropriation**. All funds for payment by the County under this contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under the contract, the County will terminate the contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation

made for then-current year for the services/items covered by this contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this contract beyond the date of termination.

Contractor makes the following warranties concerning the materials, equipment and work furnished pursuant to this contract.

11. **Termination without cause.** This agreement may be terminated without cause by either party with ninety (90) days written notice to the other party.

Contractor warrants that title to all work, materials and equipment covered by a request for payment, whether incorporated in the project or not, will have passed to County prior to the submission of the request for payment, free and clear of all liens, claims, security interests and encumbrances.

12. **Non-Waiver of Rights.** It is agreed that County's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

13. **Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of his or her subcontractors and of persons and organizations employed by them to the same extent that Contractor would be

responsible for these acts and omissions. Nothing in the contract documents shall create any contractual relationship between County and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of County to pay any money due any such subcontractor or other person or organization, except as may otherwise be required by law.

14. **E-Verify.** Pursuant to N.C.G.S 147-33.95(g), New Hanover County shall not enter into a contract unless the Bidder and each of its sub-contractors comply with the E-Verify requirements of N.C.G. S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. The successful Bidder must submit a certification of compliance with E-Verify to the County, and on a periodic basis thereafter as may be required by the County

15. **Assignment.** The parties mutually agree that this contract is not assignable and shall not be assigned by either party without the written consent of the other party and the surety to this contract.

16. **Non-Discrimination.** Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the project which is the subject of this contract because of age, race, creed, color, sex, disability or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246, the Civil Rights Acts of 1964 (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable Federal, State and local laws, ordinances, rules, regulations, orders, instructions, designations and other

directives promulgated to prohibit discriminations. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at County's option, in a termination or suspension of this agreement in whole or in part.

17. **Familiarity with Laws.** The Contractor specifically acknowledges that they are familiar with all Federal, State and local laws, ordinances, rules and regulations, including all Federal and State Occupational Safety and Health Act (OSHA) requirements, which may in any manner affect those engaged or employed in the work of the project, or the materials or equipment in or about such work, or in any way affect the conduct of such work and agrees that their employees, subcontractors and suppliers will, at all times, comply with same. If the Contractor shall discover any provisions in the Contract Documents which are contrary to or inconsistent with any such law ordinance, rule or regulation, they shall immediately give notice thereof to the County in writing, identifying any items of work affected, and he shall not proceed until they have has received written direction from the County with respect to these items. If the Contractor performs contrary to or inconsistently with any such law ordinance rule or regulation without giving such notice, they shall bear all costs which are a consequence of such performance.

18. **Notices.** All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing

of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:

New Hanover County Detention Facility
Attention: Captain M. J. Adams
3950-A Juvenile Center Road
Castle Hayne, NC 28429

To Contractor:

19. **Independent Contractor.** It is mutually understood and agreed that Contractor is an independent contractor and not an agent of County, and as such, Contractor, his or her agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension or retirement benefits.

20. **Interpretation.** All of the terms and conditions contained in the contract documents shall be interpreted in accordance with the laws of the State of North Carolina.

21. **Entire Understanding.** This contract constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this contract shall be effective unless evidenced by a signed writing.

IN WITNESS WHEREOF, the parties have caused the execution of this instrument, by authority duly given on the day and year first above written.

NEW HANOVER COUNTY

[SEAL]

County Manager

ATTEST:

Clerk to the Board

CONTRACTOR

[CORPORATE SEAL]

President

ATTEST:

Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved as to form:

County Finance Director

County Attorney

NORTH CAROLINA

NEW HANOVER COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that Sheila Schult personally came before me this day and acknowledged that she is Clerk to the Board of County Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this ____ day of _____, 2014.

Notary Public

My commission expires:_____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally came before me this day and acknowledged that (s)he is Secretary of _____, a _____ corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, _____, sealed with its official seal and attested by himself/herself as its Secretary.

WITNESS my hand and official seal, this ____ day of _____, 2014.

Notary Public

My commission expires:_____