

REQUEST FOR PROPOSALS
FOR
COMPREHENSIVE INMATE HEALTH CARE SERVICES
TO BE FURNISHED TO THE
Mercer COUNTY Jail
Mercer, PA
Releasing Agency:
Mercer County Prison Board
Recommending to The
Mercer County Commissioners
55 Thompson Road
Mercer, PA 16137

**Mercer County Prison Board
Recommending to the
Mercer County Commissioners
Request for Proposals
For Inmate Health Care Services
At the Mercer County Jail**

NOTICE IS HEREBY GIVEN that pursuant to a fair and open process, sealed submissions will be received by the County of Mercer (the "County") at the prison at 55 Thompson Road Mercer, Pennsylvania, 16137, until August 20, 2010 at 1:00 P.M. prevailing time for inmate health care services at the Mercer County Prison.

PURPOSE

The purpose of this Request for Proposals is to solicit interest from qualified firms and/or individuals to provide inmate health care services for the Mercer County Jail. A qualified firm and/or individual will be selected through a fair and open process at the sole discretion of the County as recommended by the Prison Board.

PROCEDURES FOR RESPONDING TO REQUEST FOR QUALIFICATIONS

Eight (8) copies of the proposal must be provided. Qualifications must be submitted to the Mercer County Prison Board, c/o Warden Jeffrey Gill, 55 Thompson Road, Mercer, Pennsylvania 16137. Submissions must be submitted in a sealed envelope with the name of the firm or individual submitting the qualifications clearly marked on the outside of the envelope. The County assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the submission to be received after the above referenced due date and time. Submission by fax, telephone or email is not permitted. The final selection shall be made at the sole discretion of the County.

All questions regarding the Request for Proposals should be made in writing to Jeffrey Gill, Warden, Mercer County Jail, 55 Thompson Road, Mercer, Pennsylvania 16137.

CRITERIA FOR EVALUATION OF QUALIFICATIONS

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

The responses to the RFP will be evaluated for content based on the proposer's qualifications (i.e., organization's history and background), the proposer's financial capability to perform the requirements outlined in the RFP, the merits of its proposed program of services related to the delivery of comprehensive inmate health care services (technical specifications) and the cost considerations associated with their response.

The ultimate award, when made, will be awarded to the organization determined by the County, at its discretion, to have submitted the best proposal, taking into consideration the proposer's qualifications, proposed program of services and the cost thereof. However, the County reserves the unqualified right to award this contract to other than the proposer with the lowest priced proposal.

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

COLLUSION AMONG RESPONDENTS

Multiple responses from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that a respondent has an interest in more than one response for the work contemplated may result in rejection of all responses in which the respondent is interested. Any or all responses will be rejected if there is any reason for believing that collusion exists among the respondents. Participants in such collusion may not be considered in future bids or proposals for the same work. Each respondent, by submitting a response, certifies that it is not a party to any collusive action. Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime contractors submitting a response for the work.

EXPENSES INCURRED IN PREPARING RESPONSE

The County of Mercer, the County Prison Board and the Warden accept no responsibility for any expense incurred in the preparation and presentation of a response. Such expense is to be borne exclusively by the respondent.

QUALIFICATION OF RESPONDENTS

Each respondent may be required, before the award of any contract, to show to the satisfaction of the County that it has the necessary facilities, ability, and financial resources to furnish the services herein specified in a satisfactory and professional manner. The respondent may also be required to show past history and references which will enable the County Prison Board to be satisfied as to the respondent's qualifications (see Respondents Response Requirement section below). Failure to qualify according to the foregoing requirements will justify response rejection by the County.

DEBARMENT STATUS

By submitting a response, the respondent certifies that it is not currently debarred from submitting bids and/or proposals on contracts with Mercer County, Pennsylvania or any political subdivision or agency of the Commonwealth of Pennsylvania, and is not an agency of any person or entity that is currently debarred from contracting with Mercer County, Pennsylvania or any political subdivision or agency of the Commonwealth of Pennsylvania.

OBJECTIVES OF THE RFP

Each respondent to the RFP will be evaluated as to its achievements and compliance with the following stated objectives:

1. To deliver high quality health care services that can be audited against established standards.
2. To operate the health care program in a cost-effective manner with full reporting and accountability to the Warden and or his designate.
3. To operate the health care program at full staffing and use only licensed, certified, and professionally trained personnel.
4. To implement a written health care plan with clear objectives, policies, and procedures for annual evaluation of compliance.
5. To operate the health care program in compliance with standards established by the National Commission on Correctional Health Care (NCCHC) and obtain NCCHC accreditation. ACA accreditation may be substituted for NCCHC.
6. To maintain an open and cooperative relationship with the administration and staff of the Mercer County Prison.
7. To provide a comprehensive program for continuing staff education at the Mercer County Prison.
8. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular periodic basis.
9. To operate the health care program in a humane manner with respect to the inmate's right to basic health care services.
10. To provide for a fair and objective proposal that will result in a mutually satisfactory contract between the successful proposer and the Mercer County Jail.

RESPONSE REQUIREMENTS

The County requires respondents to meet the following requirements. Failure to meet each of these requirements will result in the Respondent's disqualification from further consideration. Responses, including all appropriate documentation, should be provided to each requirement in the order the requirement is listed hereafter.

1. The respondent should be an organization capable of providing comprehensive health care services (including medical, dental, and mental health services) to the jail.
2. Experience in administering comprehensive inmate health care services in a correctional setting comparable in population to that of the Mercer County Jail or in a correctional setting of 300 beds or more is desirable but not a requirement.

3. The respondent will be required to provide resumes of their proposed onsite management team (the Medical Director and Program Administrator) who will direct the operations of the Health Care Program at the Mercer County Jail in their proposal or within two weeks after notification of favorable consideration and negotiation. The respondent's Medical Director must be licensed in the State of Pennsylvania.
4. The respondent must provide a minimum of three (3) professional references for which the respondent's has provided medical services.
5. The respondent must carry professional liability insurance in a minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate annually. The respondent at a minimum must also provide coverage for the physician(s) that meets the standards for the Commonwealth of Pennsylvania Catastrophe Fund, five hundred thousand/one million five hundred thousand (\$500,000/\$1,500,000), aggregate basic limit and seven hundred thousand/two million one hundred thousand (\$700,000/\$2,100,000) aggregate. These requirements may be modified upon request at the sole discretion of the County of Mercer.
6. The respondent must also carry separate general liability insurance covering bodily injury; personal injury and property damage in the amount of one million dollars (\$1,000,000) combined single limit and statutory Pennsylvania Workers Compensation coverage with minimum Employers' Liability limits of one million dollar (\$1,000,000).
7. Respondent should submit with their proposal a letter of intent from an insurance company authorized to do business in the Commonwealth of Pennsylvania stating its willingness to insure the respondent to the terms of the contract.
8. The respondent must also comply with the medical standards from Title 37 of the Code for the Commonwealth of Pennsylvania.
9. The respondent/contractor shall guarantee accreditation by the National Commission on Correctional Health Care (NCCHC) within one year.
10. The respondent may be required to submit a signed Authorization-Release in favor of the Mercer County Jail so that inquiry may be made of any and all organizations to which respondent has furnished or is furnishing comprehensive inmate health care services.
11. The respondent will provide a Dunn and Bradstreet Report or equivalent documentation for their company
12. Records involved in the services provided under the proposed agreement may be deemed to be "Public Records" under the Pennsylvania Right to Know Act. Any agreement with the County of Mercer will contain language that will require the contractor to turn over in a prompt fashion any records that are requested under the Act that are deemed by the County to be a public record.

SCOPE OF SERVICES

This section describes the Health Care Delivery System and the Program of Services that will be required by the Mercer County Jail under the a contract for inmate health care. All requested and

provided inmate health care services shall be in accordance with the American Medical Association (AMA) Standards, the Directives of the Pennsylvania Bureau of Corrections, and the National Commission on Correctional Health Care, relating to health services in correctional institutions and will comply with all applicable state and federal laws and regulations, relating to medical services in correctional institutions in the Commonwealth of Pennsylvania.

A. Receiving Screening and Access to Treatment

Immediately upon the arrival of each inmate at the prison, correctional personnel will perform a preliminary health assessment or receiving screening. Screening must take place to comply with time periods established by Title 37 and NCCHC standards. A standard form in accordance with NCCHC standards approved by the Medical Department and Warden will be used to record the information gathered during this receiving screening process.

At a minimum, the preliminary process will include the following:

1. Documentation of current illnesses and health problems, including medications taken and special health requirements
2. Screening of health problems
3. Behavior observation, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs or poses a risk of suicide.
4. Notation of body deformities, trauma markings, bruises, lesions, ease of movement, etc.
5. Condition of skin and body orifices, including infestations;
6. Screening tests for tuberculosis, syphilis if requested, as well as testing for AIDS virus where clinically indicated or upon presentation of positive history, consent or Court Order is needed for HIV Blood Test;
7. Status classification to succinctly identify the inmate's health status.
8. Referral of the inmate for emergency health services, or additional health services, as maybe necessary.

If, as a result of the receiving screening, it is apparent that an inmate requires medical attention, then the inmate will be immediately referred for treatment. The appropriate level of treatment (i.e., treatment in-house by a member of the professional health services staff or referral out to a hospital or some other community-based health services) will be determined after an evaluation of the inmate's condition.

The AMA Standards require that information regarding access to the health care services be communicated orally and in writing to inmates upon their arrival at the

prison. To meet this essential standard, the contractor will develop notices, printed in both English and Spanish that will be posted and pointed out to all inmates upon arrival at the prison to advise them of how to access the Health Care Delivery System.

B. Detoxification

In connection with the receiving screening process, it is frequently determined that a new inmate is suffering from drug and/or alcohol abuse. If this diagnosis is made, an appropriate course of treatment, including a medically approved and supervised detoxification program, will be initiated. An in-house detoxification will be developed.

The prison requires that all inmates be screened during the receiving screening process and evaluated during the health assessment for their use of or dependence on drugs and/or alcohol.

Inmates reporting the use of alcohol, opiates, stimulants, sedative hypnotic drugs or other legal or illegal substances shall be evaluated for their degree of reliance on and potential for withdrawal from these substances.

The contractor will establish formal detoxification procedures for their staff to follow as to inmates who are classified as "ambulatory detoxifying patients", and thus may be appropriately treated inside the prison.

This classification of abuser has normal vital signs, is sufficiently stable and alert and otherwise healthy, but addiction or withdrawal symptoms are apparent. General guidelines to be followed in the treatment of such cases are as follows:

1. All inmates being detoxified must be seen by a physician as soon as possible and a physician approved individualized treatment plan will be initiated.
2. The contractor will use a non-methadone method for detoxification of heroin abusers, except in special instances (e.g., pregnant women) that may require methadone maintenance.
3. Inmates who are withdrawing from drugs and/or alcohol or who are being detoxified will be observed closely and treated promptly.
4. Inmates withdrawing from drugs and/or alcohol shall not remain in their cells, but rather shall be placed in a suitable area where there is close observation at the discretion of the doctor.
5. The inmate will be evaluated on an ongoing basis by a nurse during the detoxification process. A physician will supervise the inmate's progress and modify the treatment plan accordingly.
6. The inmate will be made aware of appropriate community agencies that he/she may contact after discharge for rehabilitation help.

Another problem, which is frequently associated with the intake process and the first stages of incarceration, is the risk of suicide, especially with the first-time commitments, or in instances involving drug and/or alcohol addiction and withdrawal. A Suicide Prevention Program shall be provided to the prison employees by contractor in view of the risk and in coordination with the jail's program. The program presented will be in coordination with the Prison Administration and/or Training Lieutenant. Periodic Review of the inmates housed in the suicide cells is the responsibility of the medical staff.

C. Health Assessment

NCCHC Standard Health Assessment calls for comprehensive medical history and physical examination to be performed within fourteen (14) days of the inmate's admission to the facility by a licensed professional health care provider. The health appraisal will include, as required or if clinically indicated:

1. Review of the preliminary health evaluation performed during the intake screening.
2. Additional data necessary to complete a standard history and physical examination.
3. Routine lab work as follows:
 - Complete Blood Count (as required)
 - Urinalysis (as required)
 - PPD (tuberculosis)
4. Additional lab work as directed by the physician for any particular medical or health problems discovered.
5. Dental screening.
6. Standardized visual and auditory examinations.
7. Additional tests, as required, based on the original screening tests (e.g., chest x-ray, sputum test and hospitalization, if required).
8. Mental health screening and, if needed, referral to a mental health care provider.
9. Height, weight, pulse, blood pressure and temperature.
10. For females' inquiry about menstrual cycle and unusual bleeding, contraceptive medications, the presence of an IUD, breast masses and nipple discharge and possible pregnancy; pre-natal and post-natal care and delivery, if applicable.

When it is determined that inmates require medical treatment, they will be referred to see the physician at the next sick call or, if deemed necessary, will receive immediate medical treatment by the physician.

Inmates incarcerated for over a year will be given an annual physical examination.

In accordance with NCCHC Standards-“Special Needs Treatment Planning”, if the health appraisal establishes that an inmate has a chronic health problem, such as HIV, Hepatitis C, Diabetes, Epilepsy, etc., the physician will initiate a Specialized Treatment Plan for the individual inmate.

D. Daily Triaging of Complaints

In order to assure that inmate health problems and complaints are handled promptly and to assure that the appropriate level of medical services is provided in the most efficient manner, the contractor will operate the Health Care Delivery System in a structured triage modality.

The responsible physician will implement the triage system, which will be followed by all health care personnel. This will assure that inmates receive the appropriate level of care and that their complaints are properly processed and resolved.

Inmate health complaints (written and oral) will be received daily by the nursing staff. As the first step in the triage system, the inmate will be seen by a nurse and receive appropriate treatment within the scope of the Nurse Practice Act. Those inmates requiring a higher level of services will be referred to the physician or dentist or to the appropriate mental health professional.

If the physician, dentist or psychiatrist determines that the inmate's condition requires specialized treatment or medical resources beyond those available within the prison's health care system, then an appropriate referral to outside medical services will be made.

E. Sick Call

In accordance with NCCHC Standards - Sick Call will be conducted daily by a physician or other professional medical personnel. As noted previously, the majority of inmates to be seen by the physician will have been screened as part of the formal triage system. The total hours of sick call will be at the discretion of the Medical Department.

An inmate's custody status can preclude his or her attendance at sick call, and arrangements will be made to provide sick call services to segregated inmates as required by NCCHC Standards on Health Evaluation of Inmates in Segregation. The Segregated Housing Areas are to be visited a minimum of three (3) times a week.

Of necessity, appropriate documentation will be recorded and maintained for all inmates seen at Sick Call. This information will be incorporated into the inmate's permanent medical record. An inmate's medical record will contain appropriate entries documenting each sick call encounter (i.e., an inmate's specific health complaints, the assessment of the health care professional who saw the inmate, the prescribed treatment plan, and any follow-up encounters up to the point of medical resolution of the problem). This will assure that all inmates' health complaints are promptly and properly handled, documented and followed through to a satisfactory resolution.

F. Medical Department

The Mercer County Jail operates a Medical Department on site. The following services shall be provided:

1. A physician on site at a minimum of two days per week for no less than 8 hours per week

2. A physician on-call twenty-four (24) hours per day
3. A full time Director of Nursing (Contract Administrator)/RN
4. Psychiatrist Services a minimum of 4 hours per week and on call 24 hours per day.
5. Full time Registered Nurse (RN) on site 8 hours per day.
6. Dental Services either provided on-site or locally.
7. Health care personnel on duty sixteen (16) hours per day
8. Clerical staff on duty a minimum of 20 hours per week.
9. A manual of nursing care procedures & policies.
10. A separate and complete medical record for each inmate

The contractor shall comply with these requirements with respect to the management and operation of the Medical Department at the Mercer County Jail.

G. Hospital Care

When it is medically necessary to transfer an inmate to an acute care hospital for treatment, the contractor will contract the facilities and services of an accredited local hospital(s) acceptable to the Warden. It is preferred that the contracted physician for the jail has medical privileges at the local hospital.

The contractor will arrange for, monitor and review all inpatient hospitalizations including physicians' charges and other related costs.

Throughout any inpatient confinement, the contractor will continually monitor the medical necessity for the confinement and will seek to have the inmate discharged as soon as conditions permit. To provide continuity of care, a Discharge Summary will be obtained from the hospital upon the inmate's release.

H. Specialty Services

If an inmate has a condition, which can only be treated by a medical specialist or in a clinic, the contractor will make arrangements with outside specialists for the provision of specialty care. The contractor will schedule, coordinate and review all charges for this care. It is preferred the outside specialists will come to the prison to provide their services.

I. Emergency Services

Certain members of the professional health care staff, including the Health Services Administrator, the physician, and psychiatrist, will have twenty-four (24) hour on-call responsibility for any emergency that may arise. Sixteen (16) hour staff nursing coverage will be provided.

In the event of an emergency, the on-site medical staff will immediately respond to the scene to assess and stabilize the inmate. If necessary, other medical personnel will be notified and will respond. The inmate will be stabilized and, if warranted, transferred to a hospital Emergency Room or Emergency Care Center for further treatment. The staff nurse on duty will contact the emergency facility and verbally describe the symptoms and provide details regarding the inmate's condition. A written report will accompany the inmate.

When emergency transportation is required, the nurse will decide whether an ambulance or security van is required and then coordinate appropriate arrangements. The contractor will review charges for emergency ambulance services when necessary. The ranking custody officer (Shift Commander) shall have the authority to order any inmate transported to the emergency room for evaluation regardless of objections by the medical department.

J. Ancillary Services

The contractor will perform any routine laboratory tests at their discretion, which can appropriately be conducted inside the prison. When it is necessary to use outside laboratory services, the on-site health care personnel will be expected to draw all specimens and prepare them for transport to the appropriate laboratory. All specimens will be collected in accordance with accepted laboratory standards. They will be properly stored and labeled prior to being sent out for processing. The contractor will use laboratory testing facilities and services of a nationally known and accredited independent laboratory and transmit the results of these tests back to the contractor via CRT terminals, if warranted by the on-going volume.

All results, when returned, will be checked by the nurse on duty. The results will first be forwarded to the staff physician for reading and then filed as part of the inmate's medical record. The physician will be notified immediately by the nurse if any grossly abnormal lab value is detected.

Routine x-rays can be performed within the institution by a certified x-ray technician using mobile x-ray equipment. This should eliminate the transportation and security costs associated with sending inmates to outside facilities for x-rays.

K. Dental Care

Basic dental care will be provided to each inmate under the direction and supervision of a licensed dentist either locally or on-site at the prison. Dental services will be provided in compliance with the NCCHC Standards. Each new inmate will receive a dental screening as part of the health assessment. Dental symptoms or conditions will be recorded. The inmate will receive immediate dental treatment if an emergency condition exists, or be scheduled for a follow-up appointment within three months. Dental services will be provided as clinically indicated including:

1. Basic dental services including, examinations and extractions.
2. Dental x-ray services for diagnostic and treatment purposes.
3. Oral surgery as may be clinically indicated either on-site or off-site, as the case may dictate.

The contractor shall be responsible for maintaining the equipment, cost of supplies, purchase of any new instruments, etc.

L. Mental Health Services

Mental health services will be available to all inmates from the time of their commitment to the prison until their release, with referral services available to them after release. The contractor will provide psychiatric and psychological services as clinically indicated and legally required within the prison.

The Receiving Screening completed on all inmates at commitment will identify prior mental health and substance abuse problems, prior treatments received prescribed medications, suicidal tendencies, violent or disruptive behavior and possible need for further referral.

Following this initial determination of need, inmates will be referred to the psychiatrist or psychologist as clinically appropriate. During incarceration, services provided may include evaluation by the psychiatrist, ordering of medications and diagnostic or psychological testing. Previous providers will be contacted to confirm treatment programs, medications, pertinent mental health histories and suggestions for further treatment.

M. Medical Records

The Mercer County Jail has established the following policies and procedures concerning medical records:

1. Inmates will not have access to medical records unless proper procedure for review are followed.
2. Each inmate will have a separate and complete medical record.
3. Medical records will be maintained separately from an inmate's legal/confinement records.
4. All health care professionals, i.e., physicians, psychiatrists, nurses, etc., will record all patient contacts on one charge. Separate charts should not be maintained by each professional or specialty.
5. The physician must sign off on every x-ray, lab or specialty consult report before it is placed in the charge. This will assure continuity of care.
6. All medical records will be kept locked and be secured from routine traffic. Only medical staff will be permitted access to the records. The Warden or his designee shall have unrestricted access to any and all records.
7. A Medical Flow Sheet will be transferred with an inmate when the inmate is transferred to another institution unless otherwise requested by the Prison Administration.
8. Upon written authorization of an inmate, medical record information will be released to specific, designated physicians in the community.

9. All records will be retained for a minimum of seven (7) years, or as long as legally required. Records shall be considered the property of the Warden/County.

10. The person in charge of medical records will maintain a current list of inmates who are convalescing or who have chronic conditions. The physician will review the care and treatment plans for these inmates at least weekly.

11. The file folder and other equipment costs needed to provide medical records shall be the responsibility of the contractor.

12. Any medical records generated shall be computerized within the existing Inmate Management System at Mercer County Jail.

N. Pharmaceutical

The contractor shall be responsible for providing, dispensing and managing all pharmaceuticals and shall provide a program in accordance with National Commission on Correctional Health Care and federal and state laws

O. Special Needs Treatment Planning

The contractor will provide all special health care services required including, but not limited to, chronic and convalescent care, pregnancy and special diets (meeting all pertinent NCCHC Standards) in coordination with the kitchen.

Individual treatment plans will be developed for all chronically ill and convalescing inmates. Examples of chronic illness include diabetes, hypertension, asthma, and epilepsy.

Convalescing inmates include those recovering from fractures, inpatient surgical procedures, and hepatitis and other communicable diseases. The type of treatment would be determined by the needs of the individual inmate, but would include such things as medications, special diets, physical therapy, laboratory tests or dressing changes. Each treatment plan would be initiated by the physician and detailed in the individual medical record.

Medical preventative maintenance and health education will also be available to all inmates.

P. Health Education

The contractor shall provide health education services, including inmate health education and give a medical information class to new staff trainees. The contractor shall provide a detailed program.

Q. Coordination with the Administration and Staff

The contractor shall provide a plan to assure that appropriate coordination with correctional administration and staff is maintained.

1. The Medical Program Administrator (HAS) shall meet with the Assistant Warden responsible for the medical program and/or other members of the Prison Administration at least once a week.
2. The Regional Administrator (if applicable) shall meet with the Warden and/or Assistant Warden monthly.
3. The contractor shall regularly confer with the facility administration at these meetings regarding any existing health related procedures at Mercer County Jail and any proposed changes in health related procedures, as well as any other matter which either party deems appropriate including but not limited to its suicide prevention program.

R. Policies and Procedures

The contractor shall provide, develop, comprehensive written policies and procedures that detail how their program objectives will meet AMA, NCCHC and Pennsylvania Department of Corrections standards with proposal. All policies of the successful contractor, which are in effect written or otherwise at Mercer County Jail, and involve any responsibility of the security personnel shall be specifically discussed on an annual basis with the Warden or her designee especially to the extent such policy is required by NCCHC guidelines.

S. Monthly Reports

The contractor shall provide a monthly narrative and statistical report with supporting data to the Warden, Assistant Warden and others as required explaining the activities during the month.

T. Quality Assurance

The contractor shall provide a written plan of quality assurance procedures/program with the proposal.

U. Staffing

Each member of the health care staff must be properly licensed, pass a criminal record check through the Mercer County Jail and must receive appropriate orientation and training before assuming responsibilities within the Mercer County Jail. The staff will follow the security procedures established by the Warden. The Warden reserves the right to have any contractor-employee removed/terminated from working at the facility.

No format or matrix for staffing is provided. Each respondent must determine the appropriate mix of staff they feel will adequately allow for the provision of health care delivery within the Prison. Staffing must be thoroughly justified and explained. It is not appropriate to contact the incumbent provider or their staff for information.

V. Liability

The contractor assumes responsibility for any liability arising from the administration or delivery of health care services. The contractor, not the county, will handle all lawsuits and pay all associated legal costs and settlements, if any. The contractor will provide necessary professional and malpractice liability coverage, general liability coverage, workers' compensation and

employers' liability coverage's. The contractor shall name the County of Mercer as the "additional insured" on its insurance policies.

The contractor must submit in writing to agree to indemnify, hold harmless and defend the Warden, the County of Mercer and the Prison Board, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising or allegedly arising out of the provision of medical care at Mercer County Jail or in the operation and maintenance of the aforesaid program of health care services conducted by the contractor, its subcontractors, and its agents, servants, employees and medical staff, it being the express understanding of the parties hereto the contractor shall provide or arrange for, the actual health care services, and have complete responsibility for the health care services. Such claims, actions, lawsuits, damages and liabilities shall relate to both the medical treatment and care omitted by the contractor.

The contractor shall be permitted to enter into subcontracts for the health delivery program at Mercer County Prison, as the contractor deems necessary with prior approval of the prison. The contractor shall be responsible for the performance of and for payments to its subcontractors for services rendered to the prison. The contractor shall provide in subcontractor contracts that subcontractor has no direct cause of action against the prison and that subcontractors can only proceed against the contractor if a cause of action exists, such subcontractor will agree to hold harmless and defend the Warden, the County of Mercer and the Prison Board, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising or allegedly arising out of the provision of medical care at Mercer County Jail or in the operation and maintenance of the aforesaid program of health care services conducted by the subcontractor from such performance under the contract, and its agents, servants, employees and medical staff, it being the express understanding of the parties hereto the subcontractor shall provide or arrange for, the actual health care services, and have complete responsibility for the health care services. Such claims, actions, lawsuits, damages and liabilities shall relate to both the medical treatment and care omitted by the subcontractor.

W. Accreditation

The contractor shall guarantee accreditation within a year by the National Commission on Correctional Health Care (NCCHC) and its Standards for Health Care Services in Jails or agree to payment of a penalty of \$50,000.00 for failure to obtain/maintain NCCHC Accreditation throughout the balance of contract unless the county is unwilling to meet the associated costs of complying with these standards.

X. Miscellaneous Costs

The contractor shall be responsible for all costs of management of the Prison Medical Department such as copy machine and paper, coffee, sugar, cups, etc.

Y. Term

The contract shall be awarded for a three (3) year term beginning after it is approved and signed. At the option of the County Prison Board, renewal of terms may be negotiated.

Z. Services to be provided by Contractor

The decision for elective medical care shall be the sole responsibility of the medical provider. The contractor will not be responsible for providing elective medical care to inmates. For purposes of the agreement, "elective medical care" means medical care, which, if not provided, would not, in the opinion of the Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

a. Injuries Incurred Prior to Incarceration

The contractor will not be financially responsible for the costs of any medical treatment or health care services provided to any prisoner prior to the prisoner's formal booking and commitment into the facility unless they are under court order to incarceration in the jail prior to the formal booking process.

b. Inmates outside the Facilities

Health Care Services are intended only for those inmates in the actual physical custody of Mercer County Jail. This includes inmates, or persons committed by a court order to jail, under guard in outside hospitals.

c. Price Proposals

The contractor will provide comprehensive inmate medical health care services and administrative staffing and services to the Mercer County Prison as described in this proposal at a base price per year for a three (3) year period. The base price will be for the guaranteed entire three (3) year period. Any expenses incurred that are in excess of the guaranteed costs would be absorbed by the contractor. This will permit Mercer County jail to establish a fixed annual budget

Mercer County will compensate the contractor on a monthly basis at the rate of 1/12 of the annual contract cost per month. Monthly payments to the contractor would be made in advance of services on or before the first working day of each calendar month, depending upon receipt of the invoice.

LIMITATIONS ON CATASTROPHIC ACCIDENT OR ILLNESS

The Catastrophic Trusts are per year per inmate for the three (3) year contract period and any additional renewals periods. The contractor shall arrange for the outside medical service for any inmate who, in the opinion of the Medical Director (hereinafter, meaning a licensed physician), requires such care at its own cost. The contractor shall provide the county with the total annual cost associated with inmate medical services rendered outside of the county prison facility for each year of the contract.

The liability of contractor for costs associated with the medical services for inmates rendered outside of the facility will be limited in the following circumstances to the following amounts:

- a. \$50,000.00 in the aggregate for each contagious illness infecting more than one (1) inmate.

- b. \$50,000.00 in the aggregate for each injury affecting more than one (1) inmate which injuries arise the same occurrence.

c. \$18,000.00 per inmate for each illness/injury or any continuing medical care related to the original injury/illness

d. \$150,000.00 in the aggregate for on-site care for the cost of AZT or other AIDS medication

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.