



**REQUEST FOR PROPOSALS**

**FOR**

**INMATE MENTAL HEALTH SERVICES**

**PROPOSAL NUMBER 2021-DOD-MENTAL02**

**LEON COUNTY SHERIFF'S OFFICE  
LEON COUNTY, FLORIDA**

## I. INTRODUCTION

### 1.1. ***Leon County Sheriff's Office is accepting proposals from qualified contractors for Inmate Mental Health Services.***

The primary objective of this contract is to provide necessary mental health services that are cost effective and maintain a level of quality in accordance with standards established by the Florida Model Jail Standards (FMJS); The Florida Corrections Accreditation Commission (FCAC); the National Commission on Correctional Health Care (NCCHC); and the American Correctional Association (ACA). The facility is currently FMJS, FCAC and NCCHC accredited. The expectation is that the provider will maintain current accreditations and be compliant with ACA standards, should the facility seek to obtain ACA accreditation.

- The services under this contract shall apply to all inmates that are housed in or in the custody of the Leon County Sheriff's Office ("LCSO"). This contract is to provide for medically necessary services that are cost effective.
- LCSO requests proposals from qualified contractors to provide a comprehensive program of inmate mental health care to include:
  - *An on-site mental health care delivery program to meet the needs of the inmates; This will include Psychiatric assessments, psychiatric medication management, mental health case management, group and individual therapy, psychosocial rehabilitation, crisis intervention, and discharge planning. LCSO, along with the current medical health services contractor, will provide medical care and nursing services including medication management.*

## II. GENERAL INSTRUCTIONS

- A. Response Address: The response to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

*Proposal Number  
Leon County Sheriff's Office  
Procurement Unit, Brandy Coxwell  
2825 Municipal Way  
Tallahassee, FL 32304*

- B. Proposal Copies: **One ORIGINAL, five (5) copies and one electronic copy** of the Response ("Proposal") must be furnished on or before the deadline. Responses will be retained as property of the Sheriff's Office. **The ORIGINAL of the reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.
- C. Schedule of Events: Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. LCSO reserves the right to make changes or alterations to the schedule as LCSO determines is in the best interest of the public. If any changes to the Schedule of Events are made, LCSO will post the changes on the website as an addendum, as applicable. **It is the responsibility of Plan holders and other interested persons and parties to review the website to stay informed of the Schedule of Events, and addenda to the RFP.** The website address is: <http://www.leoncountysoc.com/purchasing-opportunities>.

<b>Table 1 - Schedule of Events</b>	
<b>Date and Time (all eastern time)</b>	<b>Event</b>
June 14, 2021	<b>Release of the RFP</b>
July 2, 2021 5:00PM	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Sheriff's Office, Procurement Unit via e-mail submittal to Brandy Coxwell at <a href="mailto:coxwellb@leoncountyfl.gov">coxwellb@leoncountyfl.gov</a> .
July 16, 2021 5:00PM	<b>BIDS DUE</b> Date and time by which <b>Proposals</b> must be received by the Leon County Sheriff's Office, Procurement Unit. 2825 Municipal Way Tallahassee, FL 32304.
July 19, 2021 10:00AM	<b>BID OPENING</b>

- D. Information: Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be provided in writing to Brandy Coxwell by email at [coxwellb@leoncountyfl.gov](mailto:coxwellb@leoncountyfl.gov).

Each Vendor shall examine the request for proposal documents carefully; and, no later than the date listed above, make a written request to LCSO for interpretations or corrections of any ambiguity, inconsistency or error which may discover. All interpretations or corrections will be issued as addenda. LCSO will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any LCSO employee prior to the opening of proposals. Only those communications which are in writing from LCSO may be considered as a duly authorized expression on the behalf of LCSO. Also, only communications from firms which are in writing and signed will be recognized by LCSO as duly authorized expressions on behalf of proposers.

- E. Prohibited Communications: Any Form of communication, except for written communication with the Procurement Unit requesting clarifications or questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
  2. Any LCSO staff.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time LCSO awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, the Sheriff, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

- F. Special Accommodation: Any person requiring a special accommodation at a Bid/RFP opening because of a disability should call the Procurement Unit at (850) 606-3211 at least five (5) workdays prior to the Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Unit by calling LCSO Purchasing Unit using the Florida Relay Service which can be reached at 7-1-1 or 1(800) 955-8771 (TDD).
- G. Proposal Deadline: Your Proposal prepared in response to this RFP must be received by the Procurement Unit at the above listed address no later than the Bid Due Date (July 16, 2021 at 10:00 A.M.) as identified in the Schedule of Events, to be considered.
- H. Receipt and Opening of Vendor Responses: Vendor responses will be opened on the date and time identified in the Schedule of Events as the Opening Date.

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

Sealed bids, proposals, or replies received by LCSO pursuant to a competitive solicitation are exempt from public records disclosure until such time as LCSO posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

- I. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE." Late proposals may be returned unopened to the vendor.
- J. Preparation Costs: LCSO is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- K. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- L. Reservation of Rights: LCSO reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of LCSO. Further, LCSO reserves the right to withdraw this

solicitation at any time prior to final award of contract.

- M. Cancellation: The contract may be terminated by LCSO without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. LCSO may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. LCSO may retain/withhold payment for nonperformance if deemed appropriate to do so by LCSO.
- N. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- O. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- P. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period any licenses or registrations required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

- Q. Audits, Records, and Records Retention: The Contractor shall agree:
  - 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by LCSO under this contract.
  - 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
  - 3. Upon completion or termination of the contract and at the request of LCSO, the Contractor will cooperate with LCSO to facilitate the duplication and transfer of any said records or documents

during the required retention period as specified in paragraph 1 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by LCSO.
5. Persons duly authorized by LCSO and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LEON COUNTY SHERIFF'S OFFICE, RECORDS DIVISION  
ATTN: RECORDS DIRECTOR  
2825 MUNICIPAL WAY  
TALLAHASSEE, FLORIDA 32304  
PHONE: 850-606-3200  
EMAIL: [LCSO\\_PUBLIC\\_RECORDS@LEONCOUNTYFL.GOV](mailto:LCSO_PUBLIC_RECORDS@LEONCOUNTYFL.GOV)**

- R. Monitoring: To permit persons duly authorized by LCSO to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure LCSO of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, LCSO will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by LCSO within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of LCSO, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by LCSO; and (3) the termination of this contract for cause.

- S. Local Preference in Contracting

1. Preference in requests for proposals. Continuity of care following release of an inmate who has received mental health services within the Leon County Detention Facility is of significant importance to LCSO. Therefore, LCSO may give preference to a Contractor, located within Leon County, Florida, that provides mental health services to persons within Leon County, to ensure continuity of care of inmates upon release.

- T. Addenda To Specifications: If any addenda are issued after the initial specifications are released, LCSO will post the addenda on the Leon County Sheriff's Office website at [www.leoncountysos.com/purchasing-opportunities](http://www.leoncountysos.com/purchasing-opportunities). For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Unit will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Purchasing Unit to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.
- U. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. LCSO shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by LCSO. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."
- V. Employment Eligibility Verification
1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to LCSO, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
  2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
  3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
    - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
    - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
  4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided

above, and to make such records available to LCSO or other authorized state entity consistent with the terms of the Memorandum of Understanding.

5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and LCSO may treat a failure to comply as a material breach of the contract.
- W. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. LCSO reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of LCSO.

Notice of the Intended Decision will be posted on LCSO's website at: [www.leoncountysoc.com/purchasing-opportunities](http://www.leoncountysoc.com/purchasing-opportunities) for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to Assistant Sheriff, Ron Cave, and sent by email to [caver@leoncountysoc.com](mailto:caver@leoncountysoc.com)

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The contractor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Unit prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact other persons or units within LCSO regarding the vendor complaint.

- X. Errors and Omissions: LCSO and its representatives shall not be responsible for any errors or omission in the RFP. Due care and diligence have been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.
- Y. Additional Terms and Conditions: Leon County Sheriff's Office objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.
- Z. Work: Contractor understands that no amount of work is guaranteed to it nor is LCSO under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by LCSO personnel or under separate contract. Any work to be performed shall be upon the written request of LCSO Purchasing Unit or representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.



LCSSO reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

### III. SCOPE OF SERVICES

#### **Maintaining Accreditation**

The detention facility Medical Provider is required to maintain NCCHC Accreditation. The Mental Health Provider will meet whatever NCCHC standards are required to Mental Health Providers to ensure that the Medical Provider does not lose NCCHC Accreditation as a result of the action, inaction, or failure of the Mental Health provider.

#### **Paybacks and Credits**

There are a number of paybacks and credits established within this RFP to protect LCSSO and to ensure that contracted hours are provided according to the tables submitted with the proposal. The intent of the paybacks and credits is to retrieve dollars for LCSSO from the Contractor, that were not paid out to employees or independent contractors because hours were not provided according to the agreement as stipulated by the Contractor in the plan with the bid.

For each of the positions included in the staffing matrix (contractors will submit this as Exhibit A) the Contractor will pay back LCSSO for any unfilled hours. For each unfilled hour of staff time, LCSSO will deduct from its monthly payment to the Contractor at the average hourly salary rate for the positions as agreed upon with the Contractor during contract negotiations (which will become Exhibit B) The staffing reconciliation will be based on an Exhibit B and Exhibit B will be updated annually, no later than October 1 of each year to reflect blended average rates and benefits by position. In all cases, employees not currently working required position hours may be used to cover like positions when their credentials are equal to or exceed the credentials required for such similar position. In the case where a lower licensed staff covers higher licensed staff hours, only the difference of the payback rate will be paid.

#### **Liquidated Damages and Penalties**

Given the nature of the services being provided – mental health care to a large number of incarcerated individuals on a daily basis, and the inherent difficulties in proving loss to LCSSO or otherwise obtaining an adequate remedy for a Contractor breach, any agreement entered into under this RFP will include a liquidated damages provision as set out below. By submitting a proposal, the offeror agrees that such liquidated damages provision is reasonable and appropriate. The goal of LCSSO is not to impose liquidated damages, but instead to ensure that the Contractor delivers the required services. LCSSO does not budget or project liquidated damages in its operational planning, and no liquidated damages would be owed if the offeror remains in compliance with the contract terms and conditions.

#### **Vacancy**

If any position identified in the staffing table submitted by the Contractor in the proposal and agreed upon in the contract remains vacant of a permanent personal for more than thirty (30) days, there will

be an assessment of a penalty to include the hourly rate plus an additional twenty-five (25) percent to account for benefits consideration. The penalty will be initiated at the 30-day mark and not at the original date of vacancy. This penalty applies regardless of the type of position. If the staffing payback credit is also applied for absent hours and the vacancy extends beyond the thirty (30) days, LCSO will take the additional 25% penalty. The hourly rate will be credited only one time with the potential for the additional 25% assessment.

### **Temporary Agency Personnel**

If temporary, PRN and/or agency personnel usage exceeds 10% of the total hours provided according to the contracted hours, LCSO may invoke a penalty of \$1,000 per month of occurrence. However, LCSO will allow a thirty (30)-day cure period when this level of usage is identified. If the usage returns to a level below the penalty point, no penalty will be assessed. This penalty applies regardless of the type of position that the agency staff is filling and is not specific only to nursing jobs.

### **Waivers (Associated with Liquidated Damages/Penalties)**

The Contractor may appeal any assessment of liquidated damages or penalties to the Assistant Sheriff of Detention and Judicial Services. The Assistant Sheriff retains the sole and final authority to grant, suspend or deny the Contractor's request for a waiver based on the quality of the argument and documentation provided. The Assistant Sheriff may waive the penalty in whole or in part or may delay assessment of the penalty.

Paybacks or credit may not be appealed to any level and will be taken according to the RFP requirements based on information and documentation provided by the Contractor to LCSO.

### **Staffing Plan**

The Contractor shall submit a detailed staffing plan/table that includes titles, hours scheduled (full-time or part-time), shifts, days of the week, facility location, etc. to demonstrate appropriate clinical coverage throughout the facilities. These staffing tables shall show staffing levels with regard to the types and number of health and mental health professionals by discipline, by shift and day of the week. Staffing levels shall adequately reflect the size of the institution's intake screenings conducted annually, transfer summaries completed, and the comprehensive scope of services available on-site. Full-time work shall consist of a 40-hour work period, excluding the lunch period, with a 5-day workweek. Any schedule for full-time to be scheduled fewer than 5 days per week will require the advance approval of LCSO, e.g., a 4-day work week of 10 hours per day.

### **Existing Mental Health Staff at LCSO**

LCSO is interested in the Mental Health Contractor's proposed staffing plan for services at LCSO to include the below services, which are an expansion of the current Mental Health Program for Inmates. The following is a guide but not dictated or required:

- 1.0 FTE (40 hours) Psychiatric NP
- 1.0 FTE (40 hours) Mental Health Director (Licensed MHP)
- 1.0 FTE (40 hours) Masters Level MHP

- .5 FTE (20 hours) Mental Health Discharge Planner
- 1.0 FTE (40 hours) Master's level MHP Case Manager for Mental Health Pod
- 3.0 FTE (120 hours) Bachelor's level Behavioral Health Technicians
- 1.0 FTE (40 hours) Master's level Therapist for Individual and Group Counseling
- 1.0 FTE (40 hours) Mental Health Assistant

The Mental Health Contractor is expected to have designated staff on-call 24/7 for emergencies and on-site seven days a week.

### **Credentialing**

The Mental Health Contractor shall ensure that all mental health professionals are fully credentialed and appropriately licensed/certified/registered according to state and federal laws and regulations. The credentialing process shall include physicians, psychiatrists, mid-level providers/physician assistants, psychologists, mental health counselors, and social workers if applicable. Primary source verification shall be completed, and the credentials file shall include documentation regarding employment history, state licensure/renewal, DEA registration, ACLS certification (or BCLS/CPR/AED), evidence of malpractice coverage, medical school training, internship, residency, foreign medical graduate verification, and board eligibility/certification through the American Board of Medical Specialties (ABMS). Contractor shall ensure that the National Practitioner Data Bank is checked for each physician candidate and that the Florida-licensing agency has no findings or censure against the individual. Credentials files shall be complete within 90 days of hire or contract on-site and temporary credentials prior to that time shall minimally include licensure and DEA information as well as evidence of current malpractice insurance. These files are subject to review and inspection by LCSO upon request and become the property of LCSO upon contract termination.

### **Personnel Qualifications**

The Contractor shall provide qualified health care personnel whose duties and responsibilities are governed by job descriptions that include qualifications and specific duties and responsibilities. Job descriptions shall be kept on file in the facility. If inmates are treated at the facility by health care personnel other than a licensed provider, the care is provided pursuant to written standing or direct orders by personnel authorized by law to give such orders.

### **Approval**

Initial appointment of, and future changes in, the positions of Psychiatrist or Mental Health Director must have the prior approval of the Assistant Sheriff. Proposed individuals should be identified, and their resumes submitted with this proposal.

The Contractor shall submit the resumes of the proposed Psychiatrist or Director of Mental Health with the response to this RFP. Each candidate is subject to review and approval of LCSO. The Contractor shall update resumes throughout the contract if these personnel turn over.

### **Job Descriptions**

The Contractor shall establish written job descriptions that are specific and unique to the LCSO within

90 days of start-up. Initial start-up may include more generic job descriptions; however, these job descriptions shall be modified as appropriate to be specific to LCSO facilities. These job descriptions shall be approved by Contractor as well as LCSO. These job descriptions shall be reviewed at least annually with documentation of the review maintained.

In addition to job descriptions, the Contractor shall establish post orders for nursing staff and mental health professionals to adequately document detailed assignment expectations per shift per task(s) assigned. These post orders shall be in place within the first 90 days of the Contract.

### **Personnel Files**

Personnel files (or copies thereof) of contractor employees assigned to LCSO shall be maintained at LCSO and shall be available to the LCSO for review.

### **Staff Signature File**

The medical records department shall maintain a signature file for all individuals making clinical notations in the medical record. This file shall contain the individual's name, full legal title (profession), licensure, credentials, signature and initials. If computer entries are utilized for order entry, the system shall ensure security of individual passwords and entry verification/authentication.

### **Personnel Security Requirements**

The Contractor shall ensure contractor employees including employees of its subcontractors and agents cooperate and comply with LCSO security criminal history checks and clearances, substance abuse screening, photo identification, vehicle registration procedures, and searches of their person and possessions while on or in LCSO property.

### **Meetings**

The Contractor shall ensure that the following administrative meetings and reports occur and be generated on a regular basis according to contract requirements and professional standards.

#### *Mental Health Staff Meetings*

The Contractor shall conduct mental health staff meetings on a regularly scheduled basis at least monthly. Communication of the information shared and exchanged during these staff meetings shall be in place for all shifts through the availability of minutes and participation of shift staff as feasible. Staff meetings shall include all mental health staff. Individual disciplines may conduct additional staff meetings but they do not meet this requirement.

#### *Medical Audit Committee Meetings*

The Contractor shall be available on a monthly basis to meet with key individuals designated by the Assistant Sheriff. The Contractor shall ensure that the Mental Health Director and Psychiatrist are available at these meetings. Other individuals may participate with the approval of the Assistant Sheriff of Detention and Judicial Services, based upon the agenda items identified in advance. At these meetings, detention administrative staff will be briefed by health services and mental health services management teams regarding current trends in the inmate

population, significant medical cases, special needs inmates, hospitalizations, program activity, and utilization.

*Quality Improvement Committee Meetings*

The Contractor shall have an active Quality Improvement Committee and that group shall meet on a monthly basis. Each discipline shall be represented, and staff participation is expected and encouraged.

**Reports**

The Contractor shall provide LCSO periodic reports delineating utilization statistics on a monthly basis, with year-to-date information and an annual summary. Time reports indicating hours worked, benefit hours paid, and hours contracted with the resultant variance, if applicable, as identified in the staffing table shall also be submitted by position/discipline, date and shift on a monthly and annual basis. Any hours worked by agency or temporary personnel shall be identified by position title, date and hours worked, and the name of the individual. A monthly vacancy report shall be submitted to LCSO with the facility, position title, position hours and date the position became unoccupied. With the vacancy report monthly, a list identifying individuals hired or terminated shall be attached and include data regarding position title, shift, individual filling position and position status (full-time, part-time, or PRN). In addition, any independent contractors or subcontractors' staff changes shall be reported. On a monthly basis, the Contractor shall identify the actual dollars paid out to subcontractors. With the monthly statistical report, the Contractor shall submit information regarding any lawsuits filed during the previous month with the name of the inmate, the reason for the suit, the individuals named, and the date filed. The Contractor shall prepare and submit reports according to the needs identified by LCSO, with the information content and expected frequency of submission approved in advance with detention administration. As part of their proposals, Contractors should describe in detail their capability for collecting, storing and reporting medical records data.

**Policies and Procedures**

*Development and Review*

The Contractor shall ensure that comprehensive and thorough policies and procedures exist for all aspects of the health care delivery system. These policies and procedures must be approved by the Mental Health Director for the Contractor and by the Assistant Sheriff or designee. Each policy and its procedure shall be reviewed on an annual basis and documentation of this review shall be in evidence through appropriate dates and signatures. All policies and procedures shall be in compliance with federal and state laws, rules, regulations and guidelines as well as with professional standards of the NCCHC, FMJS, FCAC and ACA. Each policy and procedure shall cross-reference the NCCHC, FMJS, FCAC and ACA standards applicable for ease of reference. All mental health services forms shall be cross-referenced to the applicable policy.

*Site Specificity*

The Contractor shall ensure that policies and procedures and related mental health record forms are specific to the unique environment of the LCSO within 90 days of start-up of this contract. Routine updates and training on all policies and procedures shall be provided to

health services staff and such information sharing shall be documented and available for inspection. Each new staff member shall be oriented thoroughly on all mental health-related policies and procedures and documentation of such orientation and training shall be maintained in the employee's (or independent contractor's) personnel and training files. Policy manuals shall be available to all health services staff, independent contractors or subcontractors, at all times.

*Remain LCSO Property*

All policies and procedures, protocols, manuals (such as quality improvement and mental health forms, etc.) shall remain the property of LCSO at the termination of this contract and shall be available to LCSO at all times during the contract term and at termination, upon request, electronically in Microsoft Word format. The electronic version be maintained as current at all times and the Contractor shall ensure that all policy and procedure manuals throughout the facilities are current with the latest version of the required documents.

**Quality Improvement Program**

The contractor shall ensure a system is in place to provide health care internal review and quality assurance in accordance with NCCHC, FMJS, FCAC and ACA standards.

The Contractor shall participate in a comprehensive quality improvement program on-site to evaluate and review quality, timeliness and appropriateness of the care provided to the inmate population, with a committee meeting monthly. Results shall be shared on at least a quarterly basis with the LCSO, and an annual summary prepared and presented. Efforts shall include all on-site disciplines. LCSO personnel, including the Assistant Sheriff of Detention and Judicial Services, shall be participants. The quality improvement activity shall be comprehensive with consideration to risk management and litigation, inmate complaints and grievances, policy and procedure review, statistical utilization reporting, safety and sanitation issues, infection control (subcommittee activity), seclusion and restraint data, etc.

*Peer-Review and Supervision*

The Contractor shall ensure an external peer review program for Psychiatrists, Mental Health midlevel providers, and mental health professionals, is implemented. The review shall be conducted no less than annually.

Professional supervision shall be included as an aspect of care for the quality improvement program. The Psychiatrist shall receive peer review by a designated physician from the parent company on a yearly basis and shall provide that same peer review for the staff physician once per year. The information to be gathered and the format of that documentation shall be provided to LCSO; however, the peer review documents themselves, specific to the individual, are to remain a confidential component of the quality improvement process.

The Director of Mental Health shall be responsible to review the documentation of the Mental Health Psychiatric Social Workers on an annual basis to review representative charts for intake, crisis intervention, suicide prevention, treatment planning, housing and special needs

management and aftercare planning.

### **Privacy of Care**

Mental Health care encounters, including mental health interviews, examinations, and procedures shall be conducted in a setting that respects the inmates' privacy. Female inmates are provided a female escort for encounters with male mental health care providers.<sup>1</sup>

The Contractor shall ensure that all patient encounters are sufficiently private to ensure that other inmates or staff cannot overhear the conversation between the inmate and the provider. Where space is open and physical reconstruction is difficult, privacy screens shall be utilized to the extent feasible. Only in the situation of a high security risk or dangerous individual, may a security member be present in the room during the provider encounter. While respecting security requirements, encounters shall be private to the extent possible within the environment.

### **Death in Custody**

The Contractor shall have a protocol that describes actions to be taken in the event of the death of an inmate. In the event of an inmate death, either in the LCSO or in an outside hospital, the Contractor shall immediately notify LCSO. The Contractor shall cooperate with LCSO in the development of a procedure for full notification within LCSO offices in such a situation. LCSO will then notify the appropriate individuals within the government hierarchy and the family or next of kin as designated. Contractor shall cooperate with LCSO in the event of a medical examiner/coroner inquest or autopsy/postmortem request.

The Contractor shall participate in a mortality review within 15 days of any inmate death, regardless of the location of the death. The Contractor shall track all deaths and maintain a database as to demographics and date death. The mortality review is a component of the quality improvement plan and shall be utilized by the Contractor to improve responsiveness or services as appropriate. The Contractor will be required to conduct a Psychological Autopsy on any death that is the result of a suicide, within 30 days of the date of death.

### ***Inmate Grievances***

The Contractor shall work cooperatively with LCSO in the administration of LCSO's inmate grievance procedure to ensure systematic review of and response to inmate complaints, concerns or inquiries. Grievance or complaint response shall include a face-to-face component for clinical issues but may involve written correspondence for simple questions and answers. Response shall be timely and not to exceed seven (7) days. The Contractor will be responsible for tracking, monitoring and provide a corrective plan of action.

Any inquiries or complaints by family members, lawyers, or other interested parties such as advocacy groups shall be responded to utilizing the same procedure and in the same timeframe. A copy shall be maintained in an inmate-specific correspondence file for ease of retrieval. Inmate

grievances/complaints related to mental health services shall be reviewed routinely and discussed during the quality improvement committee meeting. Complaints shall be categorized and classified according to demographics, housing location, nature of the complaint, etc. and a database maintained and reviewed to determine any patterns or problematic issues.

Copies of all grievances and the Contractor's response shall be provided to the Contract Monitor for review.

## **Health Care Services Support**

### Pharmaceuticals

The Contractor management of pharmaceuticals shall include:

- *Establish a formulary in conjunction with the contracted medical contractor and pharmacy and LCSO.*
- *A formalized method for obtaining non-formulary medications.*
- *Prescription practices, including, requirements that medications are prescribed only when clinically indicated as one facet of a program of therapy, and a prescribing provider re-evaluates a prescription prior to its renewal.*
- *Medication procurement, receipt, distribution, storage, dispensing, administration and disposal will be the responsibility of the medical contractor.*
- *Secure storage and perpetual inventory of all controlled substances, syringes, and needles will be the responsibility of the medical contractor.*
- *Administration and management in accordance with state and federal law and supervision by properly licensed personnel will be the responsibility of the medical contractor.*
- *Administration of medications by persons properly trained and under the supervision of the health authority and facility or program administrator or designee will be the responsibility of the medical contractor.*
- *Accountability for administering and distributing medications in a timely manner and according to physician orders will be the responsibility of the medical contractor.*
- Commonly Used Mental Health Medications

The Contractor shall establish a list of stock supply of commonly used medications (over the counter, legend and controlled substances) for administration to inmates prior to receipt of their actual patient-specific prescription. This stock shall be managed and maintained in a safe and secure environment with a perpetual inventory tracking system to ensure accountability by the medical contractor. These stock medications shall be determined by Director of Mental Health and Psychiatrist with the approval of LCSO (and the state pharmacy board if necessary). Volume shall be monitored closely to ensure that no medications are being diverted.
- Stock Mental Health Medications

This stock supply shall include emergency drugs for the emergency supplies as determined by the Mental Health Director and Psychiatrist in collaboration with the medical contractor. Additionally, stock shall include items for poison control, antidote and overdose management, again determined by the Medical Director. All medical contractor staff that work with medications shall be oriented fully to pharmacy procedures and to poison control numbers.
- Mental Health Formulary

The Contractor shall establish a formulary in conjunction with the contract pharmacy, the medical contractor and LCSO. This formulary must be current with community standards of practice within managed care environments. A comprehensive policy and procedure shall



describe the use of the formulary and procedures for non-formulary approval. It shall be the responsibility of the on-site Psychiatrist to approve or deny any non-formulary requests for psychotropic medications. The Contractor shall submit a draft formulary with their proposal. A formulary for OTC products shall also be established and shall coordinate with the use of approved nursing protocols for minor, self-limiting illnesses among the inmate population. Again, a non-formulary process shall be established for any such request for an OTC product not identified as formulary.

- Pharmacy and Therapeutics Committee

The Contractor shall participate in a quarterly Pharmacy and Therapeutics Committee meeting with the LCSO established pharmacy to include review of the formulary and non-formulary usage, provider prescribing practices, drug utilization review, educational information, drug costs and other relevant topics to pharmacy operations. The Psychiatrist and Mental Health Director shall participate, and the consulting pharmacist shall chair the committee. All providers on-site shall participate, and the meeting is mandatory.

#### Medication Administration and Distribution

Medications are to be administered to the inmate population by medical contractor nursing personnel or for unique requirements may be Keep on Person (KOP) by the inmates depending upon the medications involved and the assigned housing unit. No controlled substances, TB, HIV or psychoactive medications shall be KOP but rather shall be administered on a dose-by-dose basis by licensed nursing staff. KOP medications shall be monitored within the population and the Contractor shall work with LCSO on implementation of the process and the training of security staff regarding search and seizure situations. Security staff will contact a designated health service staff member regarding any questions about inmate medication during admission or during a subsequent search. Inmates in disciplinary settings will not be allowed KOP medications unless approved by the detention administration. It is expected that items of a critical and emergent nature such as nitroglycerin or an inhaler will be allowed KOP.

#### Disposal/Destruction of Medications

The Medical Contractor shall coordinate with the contacted pharmacy to establish a formal process, in concert with state and federal laws, regarding the destruction or disposal of medications including patient-specific dispensed medications, stock medications, controlled substances (whether stock or dispensed), and psychotropic medications. Medications shall be purged routinely so that the on-site quantity does not build up. Documentation of all destruction and disposal shall be complete, thorough and available for review upon request.

#### Safety of Storage

The Medical Contractor shall ensure that all medications are maintained in a safe and secure manner and that counts of controlled substances occur on a per-shift basis by the oncoming and off going nurses together. Counts shall be conducted with two personnel at all times. Any waste shall be documented appropriately. Controlled substance stock shall be managed and documented appropriately with no cross-outs, whiteouts, etc. The pharmacist conducting the routine inspections shall monitor this documentation for completeness and accuracy as shall the charge nurse or nursing supervisor and Director of Nursing as these aspects are critical to the performance evaluations and ongoing supervision of nurses managing these medications.

#### Sharps Management and Inventory

All syringes and sharps shall be stored and managed in a safe and secure environment with

double lock. These items shall be counted per shift and require the participation of two nursing staff. Dental sharps may be managed by the Dentist and Dental Assistant; however, the same counting requirement applies for dental instruments, needles, etc. All staff utilizing sharps shall maintain a perpetual inventory or checklist of which the items were used for during their shift.

#### Intake Medications

The Medical Contractor shall establish a policy and procedure for the handling of medications coming into the facilities with inmates upon intake. If utilized in any way for that specific individual inmate, a nurse must verify that the medication received is the medication described/prescribed. Every effort shall be made to verify existing orders from outside sources if the inmate comes in with a current medication prescription. If not utilized, these medications shall be seized upon admission and stored and controlled by the Contractor until the inmate's release. Inmates arriving at intake who are currently on psychoactive drugs shall be continued on the same medications as verified, even if non-formulary, until such time as seen by the psychiatrist and evaluated for a change to a formulary medication. A non-formulary request shall be completed in the event of the intake continuation of a verified community prescription that is not on the current formulary.

#### Order Procedures

The Medical Contractor shall ensure that medications are only administered according to a legitimate order by a practitioner including physician, psychiatrist, mid-level provider or dentist and are received by the inmate within 24 hours of the order initiation. Protocols for legend drugs to be administered by nursing personnel are acceptable and may require a telephone order by a licensed provider. The Contractor shall ensure that all telephone or verbal orders are countersigned within the time allotted by law within Florida. Nursing may distribute OTC medications in accordance with approved nursing protocols.

#### Dispensing Guidelines

Given the short length of stay in general, it is preferred that the Medical Contractor not dispense more than a full month blister card. Blister pack packaging is the preferred method of packaging due to familiarity with that process. However, liquid medications, particularly psychotropic and controlled substances shall be made available upon the order of the Medical Director or Psychiatrist in specific cases such as an individual with wired jaws or a history of stockpiling medications. Any change from blister pack would require the approval of LCSO. Reuse of medications by the pharmacy shall be within applicable state and federal laws.

#### Discharge Medications

The Contractor shall establish a policy and procedure for the management of legend medications upon inmate discharge. If the Contractor is aware of the inmate's pending release and the medications are maintained by nursing, the inmate shall be given at least a thirty-day prescription upon release to ensure continuity for follow-up care. If the inmate has the medication as KOP, then the remainder of the prescription will be given to the inmate upon release. If the prescription is for an antibiotic or other necessary medication that is not a controlled substance, the inmate may be given the remainder of the blister pack, not to exceed a two-week supply. Controlled substances may be provided up to a three-day supply based on the approval of the responsible physician given the potential for abuse or overdose. Contractors will be required to submit, with their proposals, their plan for providing discharge medications prescriptions, and their plan for linking discharged inmates with community services. The Contractor shall provide for continuity of care and to avoid disruption of

prescribed medications, particularly those life-sustaining or for chronic illness management. The duration of release medications will be negotiated.

#### Order Automation

If at all possible, the Mental Health Contractor shall utilize the automated process for ordering medications, and transmission to the pharmacy. Orders may be faxed to the pharmacy if necessary, but the goal is to minimize the amount of work by medical contractor nursing staff required to process the order to the pharmacy.

#### Office Furnishings and Equipment

Office Furnishings and Equipment, owned by LCSO, will be available for use by the contractor. The Contractor may purchase additional office furnishings and equipment at their own expense. As office furnishings and equipment become unserviceable, the Contractor shall contact the LCSO for disposition instructions. Replacement office furnishings and equipment shall be purchased and provided by the Contractor. Office furnishings and equipment purchased by LCSO under the contract shall be the property of LCSO and shall remain on site at the termination of the contract. Office furnishings and equipment purchased by the Contractor during the term of the contract shall be the property of LCSO and shall remain on site at the termination of the contract. Office furnishings and equipment purchased by the contractor shall not be connected to LCSO's network without the express written permission of LCSO.

Equipment purchased by LCSO under the contract shall be the property of LCSO and shall remain on site at the termination of the contract. Equipment purchased by the Contractor during the term of the contract shall be the property of LCSO and shall remain on site at the termination of the contract.

#### **Supplies**

The Contractor shall provide, at the Contractor's own expense, all supplies required to perform under this contract. Supplies shall include, but not be limited to: paper, envelopes, pencils, pens, toners, ribbons, forms, books, manuals, medical record folders and forms, inmate information, individual and group materials. Sufficient on-site supplies shall be maintained within the facility to ensure appropriate availability for inmate treatment and staff use equipment.

#### **Translation/Interpretation Services**

The Mental Health Contractor shall have access to Translation/Interpretation services through the use of Mental Health Contractor's staff or through commercially available sources as necessary to meet the mental health needs of the inmate population. The Contractor shall not use other inmates for translation.

#### Forensic Testing

Mental Health services staff that have a patient provider relationship shall not carry out court-ordered forensic testing or specimen collection. Individuals with no treatment responsibility, such as a medical assistant or phlebotomist, may be utilized; however, the preference is that no on-site health care or mental health care staff participates in the process of forensic specimen collection, including HIV, DNA, blood for paternity determination, etc. Rather, outside providers from LCSO or from an outside contracted lab shall obtain such

specimens. The Contractor is not responsible for the cost of forensic testing; however, if a physician orders a toxicology screen for an inmate suspected of overdose for diagnostic or treatment reasons, the Contractor is responsible.

### **Non-Emergency Medical Requests**

The Contractor shall establish a system to respond to inmate requests for mental health services. Individuals shall be seen by the appropriate level of health care team member for mental health requests within the timeframe prescribed by NCCHC, FMJS, FCAC and ACA whichever is sooner. A psychiatric social worker shall screen all mental health requests including those requesting to be seen by the psychiatrist. The level of provider seen shall be established through the triage process by nursing staff.

Inmates in disciplinary areas shall have access to sick call on a routine basis with the same frequency as the general population. Nursing staff shall conduct rounds daily in any restricted or administrative segregation area and take note of any inmate complaints or medical issues. A log system may be utilized to document completion of this function, with inmate name, identification number, complaint, disposition and staff member name and date. Rounds shall be conducted daily in these areas with the medication administration process.

#### *Inmate Requests*

Inmate Requests, (commonly referred to as sick call requests), are readily available to inmates in their housing units and are used by inmates to express their needs and concerns to correctional staff, including the medical, dental and mental health departments.

Inmate requests shall be picked up by the medical contractor's nursing staff from the housing units on a daily basis. These requests shall be triaged daily by health professionals. A priority system shall be used to schedule clinical services. The triage disposition shall be documented on the inmate request indicating disposition and name, date and time of the person carrying out triage. Inmate requests shall be triaged within 24 hours of receipt of the request. Clinical services for mental health shall be available to inmates in a clinical setting a minimum of five days a week and shall be performed by a Psychiatrist, or Psychiatric Nurse Practitioner

The Mental Health Contractor shall group and file inmate requests chronologically in the inmate's medical record.

The Contractor shall return one copy of the answered inmate request to the inmate.

### **Sick Call**

Actual sick call encounters shall be conducted by nursing or physician staffing for medical complaints, nursing or dental staff for dental complaints and a QMHP for mental health issues, after being triaged by nursing staff. Nurse sick call shall be available on-site daily including weekends and holidays. Physician sick call shall be conducted not less than five days per week at the LCSO. The Contractor will be responsible for tracking, monitoring and reporting on the status of requests.

#### *Sick Call Visit Environment*

Medical exams and procedures shall be carried out in an appropriate clinical environment and not in open areas, hallways, or corridors where privacy is lacking, and confidentiality is at risk.

Exam and treatment rooms shall be properly equipped. If hand washing facilities are not available in each room, then appropriate antibiotic/antiseptic cleansing gel shall be utilized.

#### *Triage*

If the inmate is seen by a nurse at a sick call visit and the nurse determines that the individual needs to see a higher level of medical or mental health professional, the inmate shall be scheduled for a provider visit. Non-emergent physician appointments shall be scheduled for the physician's next available appointment time, normally within two business days.

#### **Written and Verbal Clinicians' Orders**

Written, verbal or telephone orders may be initiated by a mid-level provider, physician, dentist or psychiatrist within the detention health services. Health care staff may only respond to a verbal or telephone order and shall not initiate orders. Health care staff shall note the provider orders within six to eight hours of appointment. If a medical unit clerk or ward clerk transcribes orders, the order must still be noted by a nurse within the eight-hour time frame. Orders shall be carried out according to instruction. A physician shall cosign verbal or telephone orders within 72 hours.

#### **Documentation with Off-Site Encounters**

Both routine and emergency transportation shall include at least minimal medical documentation. If the transport is for an off-site mental health appointment, a consult request shall be included and a copy of the latest lab, x-ray or other diagnostic information may be attached. If the transport is for an emergency, a transfer summary shall be completed. In either case, the medical record document shall be sealed in an envelope and nursing shall provide the envelope to the escorting security staff for delivery to the off-site or emergency provider. Return documentation should be included as well with a consult follow-up or other progress note and plan from a specialty visit and a disposition form from the emergency room. Return documentation should be handled by the security escort staff and returned to the nursing staff member designated at the sites.

#### **Mental Health Program**

Mental health services shall include as a minimum:

- *Screening for mental health problems on intake on the approved validated brief detention mental health screening form as approved by the mental health professional and as provided in NCCHC, FMJS, FCAC and ACA standards.*
- *Referral to the Contractor's psychiatrist for the detection, diagnosis, and treatment of mental illness.*
- *Crisis intervention and management of acute psychiatric episodes.*
- *Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.*
- *Referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the facility.*
- *Obtaining and documenting informed consent.*
- *The Contractor's mental health services and activities shall be approved by the appropriate mental health authority.*

### *Mental Health Evaluation*

The mental health evaluation shall be one key component of the comprehensive detention mental health program established by the Contractor. The clinical services provided shall be consistent with the community while emphasizing prevention, identification, early intervention and aggressive treatment of mental disorders with the goal of reducing the frequency and duration of episodes of serious mental illness. The goal shall be to provide services to the inmate such that s/he is able to function to the best of their potential ability. All inmates shall be considered as eligible for mental health services with the priority given to those individuals identified as most severely impaired by serious mental disorder, the most dangerous to themselves or others, and those who exhibit an inability to function within the general population setting of the detention facilities. The existence of a mental disease or disorder as categorized within the American Psychiatric Association's Diagnostic and Statistical Manual (5) of Mental Disorders shall be the basis for service consideration. Axis II disorders including antisocial and borderline personality disorders shall be evaluated for group intervention based on individual need. The mental health team shall also work with preventive or promotive programs including psycho-educational or cognitive behavior programs focusing on topics such as anger management, impulse control, or substance abuse, as examples.

#### Evaluation Priority

The Contractor shall establish a process for the systematic mental health evaluation of inmates within the timeframe prescribed by NCCHC, FMJS, FCAC or ACA whichever is sooner.

#### Documentation Guidelines

Documentation of the mental health evaluation shall be consistent and standardized and placed within the confidential medical record. All mental health records and dental documentation shall be placed in the one comprehensive medical record. The one medical record, identified by the inmate's Name Number, shall be the single repository for all documentation related to health or mental health care regardless of the profession of the individual staff member completing the form or note.

#### Crisis Intervention and Disposition

Any individual inmate found to be in need of urgent follow-up is identified by the mental health professional/QMHP at the time of the booking screening or mental health evaluation unless previously referred by members of the security or health care staff or other detention staff person. If the inmate is in need of immediate intervention, the QMHP shall determine the appropriate disposition among the options available – emergency inpatient mental health transfer through civil commitment (limited availability or use), placement in a mental health special needs area (where suicide watch or therapeutic restraint occur) or placement in mental health housing for the more chronic mentally ill. Written criteria and protocol shall be implemented for each potential mental health placement option and a referral process delineated in detail.

#### Evaluation Components

The mental health evaluation/appraisal shall be in accordance with NCCHC, FMJS, FCAC and

ACA standards and minimally consist of a structured patient interview with a mental health professional (mental health professional defined primarily as independently licensed clinical social worker, QMHP, but may also include psychiatry or licensed doctoral level psychology staff, or advanced practice registered nurse with a psychiatric clinical specialty) prior to the 14<sup>th</sup> day of inmate custody within the detention facility. Inmates who are referred as a result of the mental health screening or by staff referral will receive a comprehensive mental health evaluation by a licensed mental health professional within 14 days of the referral. Mental health examinations must include a minimum of: <sup>2</sup>

- *Review of mental health screening and appraisal data*
- *Assessment of current mental status and condition with direct observations of behavior*
- *Assessment of current suicidal and person specific circumstances that increase suicide potential.*
- *Assessment of violence potential and person specific circumstances that increase violence potential.*
- *Review of available historical records of public or private inpatient and outpatient psychiatric treatment, psychotherapy, psycho-educational groups, classes or support groups.*
- *Review of history and current treatment with psychotropic medication*
- *Review of History and current drug and alcohol treatment.*
- *Review of history of sexual abuse-victimization and predatory behavior*
- *Assessment of drug and alcohol abuse and/or addiction*
- *Collection and review of additional data from individual diagnostic interviews and test assessing personality, intellect and coping abilities.*
- *Use of additional assessment tools, as indicated.*
- *Referral to treatment as indicated.*
- *Development of a treatment/management plan, including recommendations concerning housing, job assignment, and program participation.*
- *History of child abuse.*
- *History of serious head trauma with even momentary loss of consciousness.*
- *History of seizure activity and cause if identified – alcohol, withdrawal, head trauma, etc.*
- *Transfer to a mental health facility for inmates whose psychiatric needs exceed the treatment capability of the facility.*

#### Intellectual Functioning

If an inmate is identified as potentially mentally challenged/developmentally disabled during the booking process, receiving screening, mental health evaluation, or otherwise, the inmate shall be referred to a mental health professional for assessment. Mental health staff shall work together with education staff in basic screening for intelligence and in obtaining prior documentation from a community setting regarding these needs, school or state's mental retardation agency. If the inmate has difficulty in functioning within general population due to his limited intelligence or may be victimized, this inmate shall be considered by the mental health staff for placement into one of several mental health housing units that provide a more sheltered and protected environment.

#### Mental Health Referrals

The Contractor shall ensure inmates referred for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed within 14 days of the referral request date.

#### Mental Illness and Developmental Disability

Inmates with severe mental illness or who are severely developmentally disabled shall receive a mental health evaluation. Where appropriate, these inmates are referred for placement in non-correctional facilities or in units specifically designated for handling this type of individual.

#### Transfer

The Contractor shall ensure due process is ensured prior to a transfer that results in an inmate's placement in a non-correctional facility or in a special unit within the facility, specifically designated for the care and treatment of severely mentally ill or developmentally disabled. Procedures for transfer shall comply with federal, state, and local law. In emergency situations, a hearing is held as soon as possible after the transfer.

### **Mental Health Pod**

In an effort to provide wrap-around mental health services to all identified inmates LCSO is seeking for The Mental Health Contractor to develop a mental health pod at the detention facility where residents of pod will receive standard psychiatric and medication management services. Inmates housed here will attend up to two psychosocial rehabilitation groups each weekday and have easy access to therapy services with an additional on-pod master's level Therapist.

Admission Criteria for the Mental Health Pod will be based on referrals from Medical Contractor staff who have identified at intake, inmates who require mental health services. Outreach screening based on those referrals and pre-screening will be done to determine appropriateness. Legal status, willingness to participate in treatment programming as well as input from LCSO will help determine eligible inmates. Factors that will be considered will be age, Diagnosis of a major mental illness under DSM, agreement to treatment with psychotropic medications, ability to participate in group and individual programming, and individuals who are free of chronic inappropriate behaviors which disrupts a therapeutic environment or causes harm to self or others. Inmates will be discharged from the mental health pod and program when sentencing is complete, case dispositions is reached, when they no longer wish to participate or if they are no longer deemed appropriate to reside on the mental health pod. The Mental Health Pod Clinical staff will provide intensive behavioral health services to promote engagement in treatment during incarceration in order to increase compliance with outpatient treatment when the participant re-enters the community. The Mental Health Pod staff will facilitate daily activities that encourage peer support and a sense of community to enhance prosocial behavior.

#### Continuity of Care

The Mental Health Contractor shall provide continuity of care from admission to transfer or discharge from the facility, including referral to community-based providers, when indicated.

The intake receiving screening is the initiation of continuity of care for the inmate patient upon admission to the



detention facilities. If the individual is on medications, attempts shall be made to obtain prior records or at least prior prescription history, verbal if not written. The transfer summary upon movement among the facilities ensures that there is no interruption in the health service delivery through the sharing of relevant health information.

Aftercare is a significant challenge for a detention setting given the extremely rapid turnaround of most of the individuals. Linkage with community clinics, health departments, indigent care facilities, shelters and mental health facilities shall be established for release planning. The contractor shall consider providing a discharge planner and establishing a referral network and consolidate this information into a concise folder for staff use when coordinating linkage for care upon release in collaboration with the medical contractor. This manual shall include local resources available, primarily for indigent or Medicaid care, sexually transmitted diseases, infectious diseases such as HIV or Hepatitis, chronic illnesses and the mentally ill. When the mental health care staff is aware in advance of the inmate's pending departure, a designee shall make every attempt to schedule follow-up in the community after release. Every attempt should be made by the detention staff to inform health services of pending releases or transfers with as much notice as possible to ensure continuity of care. Regardless of advance notice of pending release, health services staff shall inform and educate inmates about local resources available through such means as a community resource manual and discussion of these resources during incarceration. Contractor shall coordinate with LCSO staff to facilitate enrollment of eligible inmates in Medicaid upon reentry.

If there is advance notice of the inmate's release, the Mental Health Contractor's staff shall prepare a discharge summary, like a transfer summary, that provides the inmate with a summary of his/her care and needs. Providing this to the inmate for him/her to carry and to use with the next provider in the community is of benefit.

### **Health Evaluation of Inmates in Restricted Housing**

#### *Nursing Rounds*

Medical Contractor's Nursing staff shall conduct routine rounds within the disciplinary or restricted housing areas daily in conjunction with medication administration. These screening rounds may be documented on a log or other group format listing individuals and dispositions or they may be documented individually on progress notes. If an inmate is removed from his/her cell to an examination room or interview room to see a nurse or other healthcare or mental health care professional, a progress note shall correspond with the staff name, title and date. Inmates within restricted housing shall have the same access to health care as the general population and sick call shall be available on the same frequency.

#### *Mental Health Rounds*

In addition, a designated mental health professional shall conduct rounds in the restricted housing areas seven (7) days per week to make contact with inmates in this setting and to determine if any individuals are decompensating within the restrictive environment due to mental illness. Furthermore, inmates with serious mental illness who receive disciplinary action resulting in punitive restricted housing shall be assessed by a mental health professional as to the appropriateness of the placement timing given the mental condition of

the inmate.

### **Special Needs and Services**

#### *Communication on Special Needs Patients*

##### *Open Communication*

The Contractor shall ensure timely and accurate communication with detention staff regarding any inmate with special needs and the impact of those special conditions on admission to the detention facility, housing and placement, work/school/program assignments, disciplinary actions, transfers among the facilities and release/aftercare planning. Special needs inmates include those individuals with physical disability, geriatric, communicable diseases, chronic debilitating illnesses, the physically handicapped, mentally handicapped and developmentally disabled, mentally ill inmates and pregnant inmates. The Contractor shall develop a formal process for review of and communication regarding these special needs individuals. Special needs treatment plans shall be developed in conjunction with the admission physical. Transfer to another jurisdiction shall require the completion of a transfer summary by the health care staff to ensure continuity of care and sharing of information. When immediate action is required, consultation to review the appropriateness of the action occurs as soon as possible, but no later than 72 hours.

##### *Case Conferences*

Inmates identified as special needs will be discussed, at a minimum, at the monthly Medical Audit Committee Meeting to facilitate a multi-disciplinary approach for communicating and collaborating among the professions regarding a consistent treatment approach for a specific challenging individual. Additional case management meetings may be called by either the Contractor or Detention Administration as they see fit, and the case review shall be scheduled within three business days. Detention Administration may designate security staff, program staff or other LCSO employees to participate. The Mental Health Contractor shall cooperate and participate in such special needs case conferences.

##### *Special Needs Treatment Plans*

The Mental Health Contractor shall establish a treatment plan for inmates who require close mental health supervision, including chronic and convalescent care. The plan shall include directions to health care and other personnel regarding their role in the care and supervision of the patient. The plan shall be approved by the appropriate licensed physician, dentist, or mental health practitioner for each inmate.

Special needs inmates, including chronically ill, those with infectious diseases, mentally ill or mentally challenged/developmentally disabled, frail elderly, terminally ill or disabled physically, are those that the Contractor shall establish a written special needs treatment plan. Either a mid-level provider or physician can develop the treatment plan or, in the case of mental illness, the psychiatric social worker or psychiatrist. When feasible, treatment plans should maintain connections between inmates and the community agencies that have been or

will be serving them.

These special needs treatment plan (for mental health issues) shall minimally include information regarding medications, therapeutic diet, specialty appointments and consults, any diagnostic work-up that is ordered, housing assignment disposition, impact on ability to function in general population if any, impact on programming and school, and frequency of follow-up indicated. These treatment plans shall be initiated in conjunction with the health assessment and initial physical examination.

Frequency of review and update is based on the orders of the provider and must be specified although the orders may be changed on each visit depending on the clinical presentation of the inmate. In any event, orders shall not be written for duration of longer than 180 days without an encounter with a provider. Standardized forms and format shall be utilized and all materials to enter the health record shall contain the provider's name, title and date (may also include time). The mental health treatment plan for special needs mentally ill patients will be established by the mental health staff with the provisions established by the Chief Psychiatrist and Director of Mental Health.

### *Suicide Prevention*

The Suicide Prevention Program is approved by the Mental Health Director, the staff psychiatrist and in collaboration with the Medical Contractor. It includes specific procedures for handling intake, screening, identifying, and supervising of a suicide-prone inmate and is signed and reviewed annually. The program includes staff and inmate critical incident debriefing that covers the management of suicidal incidents, Suicide Watch, and death of an inmate or staff member. It ensures a review of critical incidents by administration, security, and health services. The Mental Health Contractor' program shall provide training on program implementation, on an annual basis, for all staff with the responsibility of inmate supervision.

### *Suicide Prevention Program and Plan*

The Mental Health Contractor shall develop a comprehensive and thorough suicide prevention program that encompasses all aspects and staff training within the detention facilities including security staff, health and mental health staff, and inmates. The program must be approved by LCSO and shall minimally include the following elements: training (security, health/mental health), identification and assessment, referral, monitoring, housing assignment/placement, communication among all disciplines for one treatment approach by all staff, intervention and notification, reporting and quality improvement review of each gesture or attempt.

### *Suicide Plan Contents*

The Contractor shall establish a suicide prevention plan that begins with an aggressive early identification program with health, mental health and security staff at the booking process. At-risk individuals shall be identified and referred regardless of current actions or behavior as a preventive step and these at-risk individuals shall be defined by a licensed mental health professional, i.e., intoxicated, under the influence of unknown substances, mentally ill, prominent citizen, or first arrest. The admission to detention is one of the highest risk times while others include return from court, receiving a significant sentence, loss of appeal, loss of

loved one or loss of children to foster care/adoption, or sexual assault. The Contractor shall take these aspects into consideration in the suicide prevention plan.

#### Suicide Watch

The suicide prevention guidelines shall clearly identify how a suicide watch is initiated, what the definition of a watch is, and the potential levels of observation involved, the process involved in clearing an individual from watch, recommended frequency of observation, staff performing observation, and suggested documentation guidelines for all involved in the process.

#### Utilization Statistics

The Director of Mental Health shall produce monthly statistics that provide insight and information regarding the inmate population. A report containing these statistics shall be delivered to the Assistant Sheriff and Contract Monitor on a monthly basis. Suicide attempts, gestures and ideation shall be defined and differentiated when reported. The report shall also include statistical information regarding inmate contacts by the QMHPs and M.D., and types of mental health diagnoses identified within the inmate population. Additional statistics include inmates on psychotropic medications as a percent of population and in raw numbers, the top five psychiatric medications utilized by price, the top five psychotropic utilized by frequency and volume, a total list of the psychotropic orders by drug name and dosage with identification of formulary v. non-formulary, indications of continuation of medications from admission v. change of medication to another therapeutic agent. The Director of Mental Health staff will work closely with the pharmacy provider to ensure the monthly availability of this information for review and submission to LCSO.

#### Psychological Autopsy

Any successful suicide shall receive a specialized mortality review, to a psychological autopsy within 30 days of the incident in accordance with NCCHC standards. This quality improvement initiative shall focus on the individual from admission through death and identify key points and reactions. Every effort shall be made to use this opportunity as a learning experience rather than assignment of fault or blame. This "psychological autopsy" shall include a quality improvement / debriefing session chaired by the Director of Mental Health and shall include at a minimum the mental health staff including Chief Psychiatrist, the Medical Director, Health Services Administrator, and detention staff designated by the Assistant Sheriff. The purpose of this session would be quality improvement: prevention of future suicides. A similar debriefing and quality improvement meeting should be held whenever there has been a serious suicide attempt.

#### Order Process

The ordering of medical restraints shall be authorized by the Medical Director in the case of an individual whose restraint is critical to prevent the inmate from removing intravenous lines, etc. The use of mental health restraints shall be ordered by a psychiatrist or as otherwise lawfully authorized, with as little utilization of these techniques as is feasible while

maintaining patient and staff safety and security. The limited duration of restraint, frequency of review by nursing for circulation, frequency of review by a mental health professional and the psychiatrist, frequency of review by security staff, the positioning of the individual (in a position to limit potential harm to the individual), the location of the restraints (unit or cell), the specific body parts to be restrained and points of restraint, and the process for removing an individual from mental health restraints shall be fully described and comply with both federal and state law as well as community standard. There shall be a detailed treatment plan. Documentation shall include reference to the other techniques that applied and failed for this individual that were less restrictive and describe how and why other less restrictive treatment options are not considered appropriate for the inmate.

### *Seclusion*

Mental health seclusion shall be described by the Mental Health Contractor with the same considerations and defined criteria for both placement and authorized removal, frequency of observation, personal property and clothing, and interaction with other individuals such as security staff or other inmates. The use of mental health seclusion will be documented within the medical record as to the necessity of this treatment intervention versus other options considered within a detailed treatment plan.

### *Security Restraints*

Members of the mental health or health care staff will not be involved in security restraints or use of force situations other than to observe, treat an individual inmate or staff member if injury is incurred, or to check circulation or other aspects of health status as a nursing function. The Contractor shall ensure that nursing staff is familiar with the process and that nurses are also obligated to the patient to report any observations regarding the improper application of security restraints.

### *Channeling of information*

The Mental Health Contractor shall ensure that LCSO receives information daily regarding the use of medical restraint, mental health restraint or seclusion and a summary of the facts surrounding the case. The monthly report shall include essential elements of documentation regarding how often these methods were ordered, for what duration and basic reason utilized.

## ***Elective Procedures***

### *Forced Psychotropic Medication*

The Mental Health Contractor shall comply with all state and federal laws, rules and regulations regarding the use of forced medication of any kind, including psychoactive medications. The Contractor shall describe the process and documentation necessary for the use of emergency medication for either medical or mental health rationale as well as the necessary approval of the Medical Director. The involuntary administration of any medication, e.g., against the patient's will with a refusal of treatment, requires the existence of a life-threatening emergency with threat to the inmate or to others, by the

inmate. Documentation within the comprehensive mental health treatment plan shall include each and every less restrictive alternative attempted, failed, or why these tactics were not considered sufficient in this case. Additionally, the Contractor shall ensure that laws and community standard are in operation with regard to forced non-emergent psychotropic medication with the involvement of at least two psychiatrists, one not involved in the ongoing care of the individual. In general, only individuals with an existing court order for forced mental health drugs may receive involuntary medication in other than a life-threatening and emergent situation.

### ***Forensic Information***

The Mental Health Contractor's direct care staff is prohibited from involvement with forensic specimen collection or the obtaining of forensic information. Individuals with a patient/provider relationship will not be involved with forensic issues. Rather, an individual without a provider relationship or external to the on-site staff may be involved at the discretion of LCSO. Given the detainee nature of a large portion of the population, forensic information gathering is to be expected and the Contractor shall develop policy and procedure surrounding the specific situations most likely to occur within the detention facility. While court-ordered procedures may be performed by Contractor staff with the inmate's consent, no involuntary collection of specimens or information is allowed.

### ***Informed Consent***

The Mental Health contractor shall ensure informed consent standards of the jurisdiction are observed and documented for inmate care in language understood by the inmate. In the case of minors, the informed consent of a parent, guardian, or legal custodian or court appointed attorney applies when required by law. When health care is rendered against the patient's will, it is in accordance with state and federal laws and regulations. Otherwise, an inmate may refuse, in writing, medical, dental, and mental health care. If the inmate declines to sign the refusal form, it must be signed by at least two witnesses. The form must then be sent to medical and reviewed by a qualified health care professional. If there is a concern about the decision-making capacity, an evaluation is done, especially if the refusal is for critical or acute care.

The Contractor's health record manual shall address the applicability and necessity of informed consent. The medical records supervisor shall oversee the process regarding the documentation required, forms utilized, and criteria applied for informed consent. Practice shall comply with federal and state requirements and community standard.

#### ***1.2. Right to Refuse Treatment***

The inmate's right to refuse treatment shall be clearly delineated and defined according to Florida statute and professional standards by the Mental Health Contractor. In addition to the approval of LCSO, the approval of LCSO's Corporation Counsel may also be required for the practice involving informed consent and the right to refuse treatment. The policy and procedure shall address the various scenarios of refusal and potential exceptions, i.e. a dialysis patient when the refusal may be immediately life-threatening, a diabetic refusing insulin or refusing to eat, a patient refusing chronic medication, competency of the individual involved, involvement of family members/spouse, situations involving communicable disease, with practices regarding a hunger strike including definition, documentation, frequency of review and evaluation by health care staff, observation requirements

and placement.

The Contractor shall require that any refusal of treatment require documentation of the inmate with a witness, or if the inmate is declining to sign the refusal document the signature of two witnesses with one being a health professional. All refusals shall be specific and include documentation regarding the procedure or care refused and the counseling given to the inmate regarding the potential adverse impact of refusal. No blanket refusals or refusal of care upon admission shall be acceptable. If the inmate refuses the rectal or vaginal examination during a physical examination, the provider shall document the refusal on the health assessment form as well as obtain the inmate's signature on a refusal form specifying the procedure refused.

Inmates that fail to present for an appointment shall not be assumed by the Contractor to be refusals of care. Rather, the Contractor shall determine the cause of the omission such as conflict with court schedule, already released, legal visit, etc.

### ***Medical Research***

The Mental Health Contractor shall comply with federal law and national, NCCHC, FMJS, FCAC and ACA standards regarding the involvement of inmates in medical research. No data, even anonymously, may be collected from the health records without the advance written approval of LCSO. Inmates may only participate in Phase III clinical trials where the individual may anticipate benefit from the intervention. Inmates shall not be involved in Phase I or Phase II clinical studies. Any medical research project within LCSO facilities shall require the prior documented authorization from LCSO and the study must be approved by a recognized human subject's review board.

This prohibition against or limiting of medical research involving inmates in no way prohibits the Contractor from seeking additional funding sources for inmate health and mental health care programs through grants or contracts. Any such pursuit of grant funding shall involve the advance approval of the Superintendent.

### ***Inmates from Outside Agencies***

LCSO houses in its facilities, inmates for various outside agencies which include the Federal Government, States other than Florida, Counties, Cities and Detention facilities in Florida. The Contractor shall provide the same level of care for inmates from these agencies as they would for LCSO inmates.

For those inmates held for the Federal Government, and other contracted agencies the Contractor shall comply with the Federal Government regulations and contract agency requirements regarding pre-authorization of off-site medical services, psychiatric care, pharmacy billing and any other requirements.

### ***Notification***

The Contractor shall cooperate with LCSO to ensure individuals designated by the inmate are notified in case of a serious illness, serious injury, or death, unless security reasons dictate otherwise. If possible, permission for notification is obtained from the inmate.

## **IV. REQUIRED SUBMITTALS**

***Proposals are to be submitted bound by binder clips only.*** No manner of plastic, comb or wire bindings, three ring binders, or staples are acceptable. All copies of proposals are to be printed double-sided, on paper.

Each Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below.

- A. Firm name or Joint Venture, business address and office location, telephone number.
- B. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
- C. Address of the office that is to perform the work.
- D. Federal Identification Tax Number or Social Security Number.
- E. The age of the firm, brief history, and average number of employees over the past five years.
- F. Present size of firm, nature of services offered, and breakdown of staff by discipline.
- G. Provide the total number of professionals in your organization and the estimated number of professionals and working hours of these professionals, to be assigned to this project at peak.
- H. Names and descriptions of major projects for which the firm is presently under contract.
- I. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to LCSO receiving and approving the joint venture agreement, prior to negotiating the contract.
- J. If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.
- K. Give brief resume of key persons to be assigned to the project including but, not limited to:
  - 1) Name & title
  - 2) Job assignment for other projects
  - 3) Percentage of time to be assigned full time
  - 4) How many years with this firm
  - 5) How many years with other firms
  - 6) Experience
    - a) Types of projects
    - b) Size of projects (dollar value and SF of project)
    - c) What was the specific project involvement?
  - 7) Education
  - 8) Active registration
  - 9) Other experience and qualifications that are relevant to this project
  - 10) Note which projects were fast tracked



- L. List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 10 projects, nor projects which were completed more than five (5) years ago.)
- 1) Name and location of the project
  - 2) The nature of the firm's responsibility on this project
  - 3) Project Owner's representative name, address and phone number
  - 4) Project user agency's representative name, address and phone number
  - 5) Date project was completed or is anticipated to be completed
  - 6) Fee for this project
  - 7) Project manager and other key professionals involved and specify the role of each
- M. Describe how you would approach this project and outline the specific services to be provided.
- N. Describe clearly and concisely the tasks and activities that you will perform. Include a time/task schedule. Develop a chart showing the overall sequence of events and time frame for this project.
- O. Show the organization chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of LCSO to insist that those indicated as the project team in the RFP response actually execute the project.
- Develop a chart of individual staff members to be assigned responsibilities and number of days to be provided for each staff member.
- If a joint venture, indicate how the work will be distributed between the joint venture partners.
- P. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.
- Q. Describe how the team will implement project control systems for time, budget, and quality for this project.
- R. Complete and submit the following included forms: Proposal Response Cover Sheet; Insurance Certification Form; Equal Opportunity/Affirmative Action Statement; Certification Regarding Debarment, Suspension, And Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws

## V. SELECTION PROCESS

- A. An Evaluation Committee will review and evaluate all proposals received on time. The Committee may, select one or more firms for interview based on the evaluation of the responses of each proposer.

Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a contractor is conducted pursuant to a competitive solicitation, at which a contractor makes an oral presentation as a part of the competitive solicitation, or at which a contractor answers questions as a part of a competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt

from being a public session.

Notice of all meetings shall be posted on the Purchasing Division website at: [www.leoncountysoc.com/purchasing-opportunities](http://www.leoncountysoc.com/purchasing-opportunities) and in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

- B. The Evaluation Committee will recommend to the Sheriff in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The Sheriff or representative, will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC or representative determines is fair, competitive, and reasonable for said services.
- D. Should LCSO be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. LCSO shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm LCSO shall terminate negotiations. LCSO representative shall then undertake negotiations with the third most qualified firm.
- E. Should LCSO be unable to negotiate a satisfactory contract with any of the selected firms, LCSO may select additional firms to continue negotiations.

## **VI. INDEMNIFICATION**

The Respondent shall indemnify and hold harmless, pay the cost of defense, including reasonable attorneys fees, and save the Sheriff, his officers, appointees, agents and employees from any claim, action, lawsuit, loss, damage, cost, charge, judgments, liabilities, or expense of any kind whatsoever arising out of any act, action, neglect, omission and/or failure to act by the Respondent, including, but not limited to, any claims, amounts or injuries covered under the Worker's Compensation laws, except as a third party claim outside Worker's Compensation, resulting or arising from Respondent's obligations and duties under this Agreement, except that neither Respondent nor any of its subcontractors shall be liable for any injury or damage caused by or resulting from the sole negligence of the Sheriff and employees, agents and contractors of LCSO.

## **VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES**

- A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements
  - 1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
  - 2. The Leon County Board of County Commissioners utilizes an MBE and MWBE program. The purpose of the Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women- owned business enterprises in a competitive environment. This program shall:
    - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.

- b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
  - c. Provide increased levels of information and assistance available to MBEs and WBEs.
  - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
3. Each Proposer is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women, and Small Business Enterprise Policy, or to obtain a listing of certified MWBE's, please contact Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email [DJones@oeforbusiness.org](mailto:DJones@oeforbusiness.org). Alternate contacts are MWSBE Coordinators LaTanya Raffington, and Shanea Wilks by email at [lraffington@oeforbusiness.org](mailto:lraffington@oeforbusiness.org) and [swilks@oeforbusiness.org](mailto:swilks@oeforbusiness.org).
4. The online Certification Directory is available to assist you with identifying potential certified contractors for MWSBE participation. The directory is comprised of information relative to certified MBEs, WBEs, and SBEs. You may access the directory via the following link: <https://oeforbusiness.mwsbe.com/>. The directory interface is user-friendly and allows for contractors searches to be conducted for various procurement categories and business capabilities.

**B. Equal Opportunity/Affirmative Action Requirements**

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

**VIII. INSURANCE**

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Respondent shall maintain at all times of the contract a policy from a licensed insurance company that has a rating from A.M. Best Company, Inc. of not less than A, that provides professional liability insurance coverage (the "Professional Liability Insurance Policy") of which the Respondent is the named insured that covers the employees, officers and agents of the Respondent in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and six million dollars (\$6,000,000) in the aggregate. Mental health Providers (such as but not limited to, physicians, physicians assistants, psychologists, nurses, licensed mental health counselors, and licensed clinical social workers) provided by the Respondent will be included

in the coverage under the Professional Liability Insurance policy. After the expiration or termination of the Agreement, a tail policy or a policy that continues coverage for the services performed during the term of the Agreement, including extensions, will be maintained for an appropriate period in accordance with the applicable statute of limitations under the laws of the State of Florida and Federal law. The Professional Liability Insurance shall list the Sheriff as an additional insured and in the event its insurance changes, the Respondent shall provide the Sheriff with written notice of such changes within a reasonable time, but in no event to exceed thirty (30) days from the happening thereof. Moreover, the Professional Liability Insurance Policy must provide that the Sheriff is to be notified, in writing, at least 30 days in advance of the cancellation of the Professional Liability Insurance Policy.

Respondent shall maintain over the course of the Agreement, Comprehensive General Liability coverage of at least \$1,000,000 each claim, \$3,000,000 in the aggregate, through an insurance policy procured from a licensed insurance company that has a rating from A.M. Best Company, Inc. of not less than A. The Respondent shall also provide the same coverage for any vehicles owned, leased or used by Respondent and its employees, agents and subcontractors.

Respondent will maintain over the term of the Agreement, Worker's Compensation Insurance Coverage through a policy of insurance procured from a licensed insurance company that has a rating from A.M. Best Company, Inc. of not less than A, for all employees connected with the work of the Agreement, and in any case of subcontracting, will require that the subcontractor have sufficient coverage as well. Such insurance will comply with the Florida Worker's Compensation law.

Respondent shall furnish LCSO with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by LCSO before work commences. LCSO reserves the right to require complete, certified copies of all required insurance policies at any time.

## **IX. ETHICAL BUSINESS PRACTICES**

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any LCSO employee, or for any LCSO employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. LCSO reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the LCSO may deny award or cancel the contract if it determines that unethical business practices were involved.

**X. AGREEMENT**

After the proposal award LCSO will, at its option, prepare an agreement specifying the terms and conditions resulting from the award of this bid. The respondent will have five calendar days after receipt to execute the agreement.

The performance of LCSO of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

**XI. PURCHASES BY OTHER PUBLIC AGENCIES**

With the consent and agreement of the successful contractor(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

**XII. PENALTIES**

*PROPOSALS MAY BE REJECTED AND/OR BIDDER(S)/PROPOSERS DISQUALIFIED FOR THE FOLLOWING REASONS:*

1. Failure to perform according to contract provisions.
2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
4. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
5. Other reasons deemed appropriate by the Sheriff.

**PROPOSAL RESPONSE COVER SHEET**

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Leon County Sheriff's Office, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Brandy Coxwell, Procurement Manager

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

\_\_\_\_\_

(Firm Name)

BY \_\_\_\_\_

(Authorized Representative)

\_\_\_\_\_

(Printed or Typed Name)

ADDRESS \_\_\_\_\_

\_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_







**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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Signature

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Title

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Contractor/Firm

**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

LCSO will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act (“INA”).

LCSO may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

***LCSO RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the city of \_\_\_\_\_ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am \_\_\_\_\_  
of the firm of \_\_\_\_\_

in response to the Request for Proposals for:  
Inmate Mental Health Services for LCSO, and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that LCSO relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

\_\_\_\_\_  
(Signature of Responder)

\_\_\_\_\_  
(Date)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM**

The undersigned contractor in accordance with Florida Statute 287.087 hereby certifies that:

\_\_\_\_\_  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Responder's Signature

\_\_\_\_\_  
Date