



## Request for Proposals No. 2024-033

### Inmate Health Services

**Due Date:** December 15, 2023  
**Time:** 11:00 AM EDT  
**Receipt Location:** Electronic Submission  
Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

#### **Mandatory, Pre-Proposal Conference and Site Visit**

**Date:** November 17, 2023  
**Time:** 10:00 AM EDT  
**Location:** Union County Sheriff's Office  
Eddie Cathy Community Room  
3370 Presson Road  
Monroe, NC 28112

#### **Procurement Contact:**

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## 1 NOTICE OF ADVERTISEMENT

### Union County, North Carolina Request for Proposals No. 2024-033 Inmate Health Services

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **11:00 AM EDT on December 15, 2023.** Late submittals will not be accepted.

A Mandatory, Pre-Proposal Conference and Site Visit will be held on November 17, 2023, at 10:00 AM EDT at the Union County Detention Center, Eddie Cathy Community Room, 3344 Presson Road, Monroe, NC 28112. Representatives from Union County will be on hand to give a brief overview of the project and to answer questions. Attendance at this pre-proposal conference and site visit is required.

Union County, through the Union County Sheriff's Office (UCSO), is soliciting proposals from experienced and qualified healthcare vendors to provide comprehensive medical, dental, and psychiatric health services to persons in the custody of the Union County Detention Center (also referred to as "UCDC, UCSO Jail" or "Jail") located at 3344 Presson Road, Monroe NC 28112.

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Proposal Documents from the Union County website:  
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:  
<http://evp.nc.gov/solicitations/> (Search County of Union).

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page ([cheryl.wright@unioncountync.gov](mailto:cheryl.wright@unioncountync.gov)). Deadline for questions is **November 20, 2023, at 4:00 PM EDT.**

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

Union County reserves the right to award to multiple vendors.

Offerors are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.



## 2 SUBMITTAL DETAILS

### 2.1 PROPOSAL SUBMISSION DEADLINE

All Proposal Submittals are to be received by the Union County Procurement Department no later than **11:00 AM EDT on December 15, 2023**, per the instructions below. Any submittals received after this date and time shall be rejected without exception.

### 2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. Select the Solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal, and select submit. An email will be sent to the address listed on the form as your confirmation of receipt.

The proposal package **must be signed** by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

#### **Paper submissions will not be accepted.**

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to reject any or all proposals, to waive technicalities, to make such selection deemed in its best interest, cancel this solicitation and award to multiple vendors.

### 2.3 MANDATORY, PRE-PROPOSAL CONFERENCE AND SITE VISIT

A Mandatory Pre-Proposal Conference and Site Visit will be held on **November 17, 2023, at 10:00 AM EDT at the Union County Detention Center, Eddie Cathy Community Room, 3344 Presson Road, Monroe, NC 28112.** Attendance at this pre-proposal conference and site visit is required. Representatives from the UCSO will be on hand to give a brief overview of the project and to answer questions. The pre-bid conference will include a tour of the detention facility. The following items are prohibited inside the Detention Center: weapons, lighters, revealing clothing, open toe shoes, visual gang signs, illegal drugs or alcohol.

### 2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **November 20, 2023, at 4:00 PM EDT.** The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by e-mail to Cheryl Wright at [cheryl.wright@unioncountync.gov](mailto:cheryl.wright@unioncountync.gov) by the deadline shown above. **The email subject line should identify the proposal number and project title.** All questions and answers may be posted as addenda on [www.unioncountync.gov](http://www.unioncountync.gov) and/or <http://evp.nc.gov/solicitations/> (Search County of Union).



## 2.5 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this RFP, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C – Addendum and Anti-Collusion form.

## 2.6 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses, or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

# 3 INTRODUCTION

## 3.1 COUNTY

The County (estimated population 247,058) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

## 3.2 PURPOSE

Union County, through the Union County Sheriff's Office (UCSO) is soliciting proposals from experienced and qualified healthcare vendors to provide comprehensive medical, dental, and psychiatric health services to persons in the custody of the Union County Detention Center (also referred to as "UCDC, UCSO Jail" or "Jail") located at 3344 Presson Road, Monroe NC 28112. Qualified Healthcare Providers, as that term is defined in N.C. Gen. Stat. § 90-21.11, are invited to submit conforming proposals, pursuant to N.C. Gen. Stat. § 153A-225, to deliver requisite healthcare services at the UCDC in conformity with this Request for Proposal (RFP), applicable law, policy, and regulations.

This Request for Proposal ("RFP") sets forth the required services, including comprehensive on site medical, dental, and mental health care services, including x-rays, laboratory, DUI/DWI related phlebotomy, and prescription drug services, all qualified health care professionals necessary to maintain 24- hour, 7-day-a-week services, and the management of all related services including third party administration and payment of off-site medical services provided by local health care providers. Proposals should be based on a projected Average Daily Population (ADP) of 241 and include cost structure for scaling services to a higher or lower number of inmates.



## 4 BACKGROUND

The Union County Detention Center (UCDC) is a 264-bed facility that houses local inmates. UCDC is a two-story facility with Nine separate housing blocks, one primary medical clinic a secondary medical exam area, and DUI/DWI phlebotomy area. There is no dental clinic onsite.

UCDC processes between 465 to 480 intakes per month. Currently, the average daily population is 241.

History of medical inmate-patient encounters and average daily population (ADP) are detailed in Exhibit B.

UCDC offers sufficient and suitable space, unless otherwise stated, for maintaining a safe and adequate health care delivery system within the facility. The infrastructure used in support of the medical mission includes the following: storage rooms; pharmaceutical storage, nurses' station; waiting area; multi-functional medical examination room; nursing supervisor office; shared workspace for clinical staff. Examination treatment room for screening, medical, dental evaluation, and mental health care includes hand washing facilities, is large enough to accommodate necessary equipment/ fixtures for service to one inmate at a time and allows for visual/auditory privacy in accordance with Occupational Safety and Health Administration (OSHA) regulations.

In meeting the health care needs of a growing inmate population, the County of Union currently provides health care through its Department of Public Health to provide necessary and adequate medical, eye, dental and mental health services to inmates within a detention environment. There are no current Court mandates or other legal interventions in force at the UCDC.


Medical services in a detention environment presents unique challenges not encountered by practitioners elsewhere. On occasion, there may be an incompatibility between medical and detention guidelines; conflicts related to medical care should be resolved, as far as practical, in favor of medicine. At the same time, the healthcare provider must act as part of the UCDC's detention team. It is the goal of this solicitation to establish a contractual agreement fostering a venture which although not legally a partnership, but one which in many respects functions as a "collaborative partnership" that provides for a positive contribution in meeting the overall mission at the UCDC. UCDC's health care mission is to deliver medically necessary and adequate health care to inmates that are cost-effective in accordance with proven standards of care without compromising public safety concerns inherent to the Sheriff's Office mission which is in substantial part: To ensure the security of life and property, prevent crime and disorder, and enforce the laws of North Carolina and the United States.

## 5 SCOPE OF WORK

The County in association and concurrence with the Union County Sheriff's Office (UCSO) intends to award a contract resulting from this solicitation for the provision of healthcare services to the responsible Vendor whose proposal is most consistent with and adherent to the policies of the Sheriff and which represents the best value after evaluation in accordance with the factors in the solicitation, considering the diversity of available services and price, pursuant to an affirmative determination of responsibility, whose proposal, conforming to the solicitation, is determined to be in the best interest of the County, price and other factors considered. In this competitive procurement environment, Vendor(s) may submit a proposal for the components stated in this RFP as well as any additional components that the Vendor(s) may wish to offer.

The County welcomes Vendor proposals offering innovative ideas for the provision and management of health care services using cost containment strategies. Vendors are encouraged






to offer pricing options and optional programs that will maximize efficiencies in health care: e.g., identify measurable, sustainable cost savings; controlling costs, such as using negotiated rates with local community hospitals; proposing staffing options including telemedicine strategies necessary and adequate to meet the performance requirements; managing inpatient admission, utilizing formularies to control and monitoring pharmaceutical costs; and utilizing data trends of health care outputs to reassess cost saving opportunities.

## **5.1 GENERAL REQUIREMENTS AND QUALIFICATION CRITERIA**

Each company submitting a proposal ("Offeror/Vendor") should set forth in detail in its proposal the Vendor's willingness and ability to meet the following requirements:

1. Deliver and maintain appropriate health care services that conform with all applicable standards including established National Commission of Correctional Health Care (NCCHC), the Jail Medical Plan which is attached hereto as Exhibit A, and applicable state and federal laws and regulations.
2. Comply with all local, State and Federal laws, rules, reporting responsibilities and regulations applicable to this Contract and the work to be done including those laws, rules or regulations enacted during the contract term, specifically including but not limited to the training requirements set forth in the Prison Rape Elimination Act ("PREA") and related regulations.
3. Identify the need, schedule, administer, and coordinate provision of health care services within the scope of this RFP and provide staffing as needed to ensure the efficiency of the Detention Center's pre-clearance and pre-booking/booking processes, by using only licensed, certified, and professionally trained personnel.
4. Deliver health care to inmates in a manner with respect to the inmates' right to basic health care, without compromising public safety concerns inherent to the UCSO's overall mission, and with full reporting to UCSO.
5. Provide health care services in a cost-effective manner with full reporting and accountability to the Sheriff's Office and Detention Administration.
6. Identify and negotiate contractual discount agreements with all off-site providers as reasonably necessary to maintain the cost-efficiency of the Provider's program at the UCDC. The Provider will supply the UCSO with a copy of all formal, written vendor discount agreements, confirm existing discount agreements in place at the beginning of each contract period, and keep the UCSO informed as to new discount agreements or changes to existing agreements.
7. Deliver health care within the confines of the UCDC when medically possible due to the security concerns inherent in transporting an inmate into the community for medical care. It is recognized that emergent and/or inpatient medical concerns must be addressed in a manner that is necessary and adequate to ensure each inmate's wellbeing.
8. Maintain an open, collaborative relationship with the administration and staff of the Union County Detention Center and the Office of the Sheriff.
9. Provide appropriate health care education for both Inmates and County staff.
10. Maintain complete and accurate records of all health care services, collect and analyze health statistics, and provide monthly/weekly/daily reports to UCSO.
11. Review every bill and apply maximum discounts to services and prescriptions, including but not limited to discounts available through Medicaid, North Carolina Sheriff's Association, and or any other source prior to billing Union County for reimbursement.
12. Seek timely reimbursement for services rendered from third parties including, but not limited to, the State of North Carolina and any County of the State of North Carolina or other state and submit records needed to obtain reimbursement to the County from any

- 
- third-party insurer.
13. Meet or exceed the performance measures set forth herein and render any penalties due.
  14. Vendor is expected to propose innovative ideas for management of the healthcare services using cost containment strategies.
  15. Vendor must affirmatively state and demonstrate the willingness and ability to comply with the specified standards, terms, and conditions expressed in the RFP and the Vendor's agreement to incorporate and adopt such standards, terms and conditions into the contract.
  16. Vendor must have submitted proof of legal authority to operate the service(s) in the state of North Carolina, County of Union, which for these purposes, shall include, among other things, compliance with State licensing requirements, proper credentialing, business license or copy of an application for certificate of authority from State of North Carolina Department of the Secretary of State.
  17. Vendor must be organized for the primary purpose of providing health care services, and must have active contract relationships administering health care programs with one or more governmental entities in the state of North Carolina.
  18. Vendor must have at least five (5) continuous years of corporate experience in administering health care programs and providing such services.
  19. Vendor must demonstrate its ability to provide health care services specifically for a detention facility substantially similar to the Union County Jail.
  20. Vendor must demonstrate its ability to provide a system of technical and medical support to the onsite personnel.
  21. Vendor shall work with the existing service provider(s) from the Union County Division of Public Health during the transition period.
  22. Vendor must have demonstrated recruiting capabilities, including recruitment of professional personnel and support staff, and have the ability to fill any positions that become vacant during the contract term in a timely and permanent manner.
  23. Vendor must have adequate support staff in its central office capable of competently supervising and monitoring the program operations and ensuring satisfactory provision of services.
  24. Vendor must provide adequate quality control and monitoring of off-site services and billing processes, including plan for utilization management of services.
  25. Vendor must state and demonstrate a willingness and ability to cooperate with the UCDC staff and a responsiveness to the needs of the inmate population and to the requests for assistance from UCDC staff members.
  26. Demonstration of Acceptability of Vendor, its employees, agents and contractors to the Sheriff is required. Vendor must comply with the Sheriff's policies and standards as well as the provisions of the North Carolina Administrative Code applicable to jail healthcare. Any employee, prospective employee, applicant, agent or contractor of the Vendor may be barred from entry into or providing services in the UCDC if unable to satisfy the Sheriff of its ability to demonstrate compliance with the Sheriff's standards related to criminal history, conduct, or the like.
  27. The selected vendor assigned employees, staff, agents or contractors must pass the requisite background investigations, and can and will cooperate fully with the Sheriff and the employees of the Sheriff in delivering health care services UCDC.
  28. Vendor must have representation at the pre-proposal conference on the specified date and time.
  29. Vendor must be willing to sign a contract and able to provide effective health care services with at least 92% permanent staffing within 30 days from the contract award date or as of 12:01 AM on April 1, 2024.

30. Vendor must have insurance or demonstrate insurability commensurate with the types and amounts of insurance contemplated in the RFP.

## **6 SPECIFICATIONS / SCOPE OF WORK**

Vendor must submit a proposal for health care services based upon applicable state and NCCHC standards. Vendor is expected to provide the health care services required to comply with and/or exceed the provisions of the current Jail Medical Plan, attached hereto as Exhibit A, and is specifically expected to provide the following services:

### **6.1 EXAMINATIONS**


All examinations required by the NCCHC standards must be completed by a qualified health care professional.

### **6.2 RECEIVING/INITIAL PRELIMINARY SCREENING**

- A preliminary health screening form shall be prepared by the Vendor in conjunction with the Sheriff or the designee of the Sheriff for use immediately upon each inmate's arrival, and the form shall be approved by the Vendor and the Jail Administrator. At a minimum, the screening must include:
  1. Current illnesses and health problems including tuberculosis as well as conditions, illnesses, or issues specific to females.
  2. Medications taken and special health requirements, including medications for Opioid Use Disorder.
  3. Screening of other health problems designated by the responsible physician.
  4. Behavioral observation, including state of consciousness and mental status.
  5. Notation of body deformities, trauma markings, bruises, lesions, eye movement/ jaundice.
  6. Condition of skin, including rashes and infestations.
  7. Disposition, affects, or demeanor, if applicable.
  8. Document referral of prisoners to qualified medical personnel for emergency treatment.
  9. Notation, of personal physician, if any, and any medical needs.
  10. Assessment of suicidal risk.
  11. Assessment of need or potential need for other health services, including mental health and substance abuse.
- Vendor must provide a plan and written policies for pre-booking health screening to determine if the arrestee is appropriate for admissions into the UCDC. Inmates who are unconscious, semiconscious, bleeding, are mentally unstable or need urgent medical attention must be referred immediately for care and medical clearance.

### **6.3 COMPREHENSIVE HEALTH ASSESSMENT**

- Vendor shall perform a comprehensive Health Assessment on any inmate as soon as possible, or such other stricter time limit as required by statute, N.C. Administrative Code, or controlling authority of the arrival of the inmate at the Jail. Such assessment shall be performed by a qualified medical professional.
- The extent of the health assessment, including the physical examination, will include at a minimum:
  1. Review of intake screening forms.
  2. Collection of additional data regarding complete medical, dental, psychiatric and immunization histories.
  3. Appropriate laboratory and diagnostic tests to detect communicable diseases such



as, but not limited to, Venereal Disease and Tuberculosis, Hepatitis (<https://epi.dph.ncdhhs.gov/cd/diseases/hepatitis.html>), COVID-19, and Monkeypox.

4. Recording vital signs (height, weight, pulse, blood pressure, temperature).
5. Physical examination (including a gynecological assessment must be included for females) with comments about mental and dental status and inmate worker suitability.
6. Review of physical examination and test results by a physician for problem identification must take place.
7. Review of need or potential need for other health services, including mental health and substance abuse services.
8. Initiation of therapy when appropriate.
9. Other tests, studies, and examinations as appropriate, including but not limited to, pregnancy tests, voluntary HIV screening and chest x-rays.
10. Any abnormal results of the health assessment shall be reviewed by a physician for appropriate disposition.

#### 6.4 TRIAGING OF COMPLAINTS/ SEXUAL ABUSE ALLEGATIONS/ USE OF FORCE INCIDENTS


- Qualified health care professionals shall receive and triage all medical complaints and/or requests for treatment, and provide medically appropriate treatment, including referrals for off-site care when appropriate.
- Vendor's employees must know how to detect and assess signs of sexual abuse; how to preserve physical evidence of sexual abuse; how to respond effectively and professionally to victims of sexual abuse; and how and to whom to report allegations or suspicions of sexual abuse, and shall comply with the Sheriff's PREA policy.
- Vendor will provide for a required medical examination following use of force incidents, documenting accordingly and making the document available to the UCSO in accord with Sheriff's Office policy.

#### 6.5 SICK CALL

- Vendor must ensure Inmates have the opportunity to request health care and these requests are documented and reviewed for immediacy of need and the intervention required. Sick call shall be conducted seven (7) days per week by a qualified health care professional. An inmate's sick call request shall be triaged, as emergent, urgent, or routine, by a Registered Nurse within twelve (12) hours of the request.
- Routine diagnosis and treatment of minor health problems will be handled through the sick call system, using kiosks (current provider is Jail ATM) in the housing areas designated for that purpose. Thus, the Vendor must participate in the operation of the medical care kiosk request system.

#### 6.6 HOSPITAL CARE / SPECIALTY SERVICES/ MAJOR MEDICAL

- Vendor must ensure arrangements are made to provide hospitalization and specialty care to inmate patients in need of these services.
- **Hospital Care.** Vendor shall identify the need, schedule, coordinate and monitor any hospital care of any inmate of the UCDC and pay for such care unless limited as to payment responsibility. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This responsibility also includes responsibility for making emergency arrangements for ambulance service to the



inpatient facility and reimbursement to the local ambulance organization for the services provided.

- **Specialty Services.** As with hospital care, inmates will periodically require the services of medical specialists to support the delivery of comprehensive health services. Vendor shall be responsible for the arrangement and payment of all specialty care, and ensure care is appropriate to meet the serious needs of the inmate. Vendor shall provide on-site specialty clinics (radiology, laboratory services, dental etc.) when feasible to reduce the number of off- site referrals. In the event an inmate requires the services of a medical specialist, the Vendor shall make referral arrangements and coordinate the delivery of the specialists' visits off-site.

## **6.7 EMERGENCY SERVICES**

- Vendors shall make provisions for 24-hour emergency medical, mental health, and dental care for inmates by a Registered Nurse to include, but not limited to, 24-hour medical on-call services. This includes on-call availability by the Medical Director, as well as the coordination of appropriate transportation with the facility's administrative staff.

## **6.8 ANCILLARY SERVICES**

Vendor shall make provisions for onsite x-ray providers, prescription drugs, laboratory services including phlebotomy, and bio-hazard disposal/providers.

### **6.8.1 PHLEBOTOMY / BLOOD DRAW SERVICE MUST BE PROVIDED ONSITE.**

- Vendor shall provide 24/7 service for DUI/DWI related phlebotomy / blood draws. Service shall include an affidavit process whereby each medical provider signs an affidavit prior to completing any phlebotomy work at least annually.
- Vendor shall comply with all valid Lawful search warrants issued by the courts for blood draws for any law Enforcement Agency executing the search warrant within the UCDC.
- Vendor may not use any temporary personal to complete a DUI/DWI blood draw. PRN staff may complete DUI/DWI blood draws as long as they have completed the affidavit process prior to the blood draw.
- All other routine laboratory and X-ray procedures to the extent reasonably available should be performed on-site at the facility when possible. Procedures beyond the capabilities of the on-site equipment will be referred to outside providers. Vendor shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.
- On-site diagnostic services must be registered, accredited, or otherwise meet applicable state and Federal law.

## **6.9 MATERNITY CARE**

- Vendor shall ensure pregnant inmates receive timely and appropriate prenatal care, including nutrition for pregnant females, continuation of Medication Assisted Treatment (MAT) if appropriate, requisite specialized obstetrical services when indicated, and postpartum care.

## **6.10 SUBSTANCE USE SCREENINGS AND ASSESSMENTS**

- Vendor shall provide urinary drug screening, including random screenings, for UCDC inmates.
- Vendor shall ensure Inmates under the influence of alcohol or other drugs, or those going through withdrawal, receive appropriate, necessary and adequate treating protocols.



## 6.11 MENTAL HEALTH SERVICES

- Vendor shall provide for mental health services which shall include at minimum, but not be limited to:
  1. Screening for mental health issues during intake.
  2. Screening of inmates as needed for identification of suicidal ideation. Conduct appropriate observations and interventions.
  3. Referral of inmates with a positive screen to the Vendor's psychiatrist and/or the mental health professional for the evaluation, diagnosis, and appropriate necessary and adequate treatment planning.
  4. Crisis intervention and management of acute psychiatric episodes.
  5. Stabilization of the mentally ill and the prevention of psychiatric deterioration in the detention setting.
  6. Assistance in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the facility.
  7. Obtaining and documenting informed consent.
  8. Vendor's psychiatrist and/or the mental health professional must be available to review positive screening at least 3 times a week, to include weekends, holidays, and emergency on-call.

### 6.11.1 PSYCHIATRY SERVICE RESPONSE TIME FOR INMATE REQUESTS:

Mental health psychiatry services shall be provided within 48 hours of a request by an inmate.

### 6.11.2 PSYCHIATRY SERVICE RESPONSE TIME FOR SUICIDE WATCH DISCONTINUATION AND OTHER URGENT MENTAL HEALTH EMERGENCIES:

- Mental Health psychiatry evaluation and subsequent additional services shall be provided every 48-72 hours until Vendor's psychiatrist determines the discontinuation of suicide watch designation is appropriate.
- Services may be provided by a Psychiatrist, Psychiatric Advanced Practice Provider, or other qualified professional.
- Services may be provided in person or using telepsychiatry.

## 6.12 DENTAL CARE

- The program to provide dental services to inmates shall include:
  1. Provision of basic dental services, including extractions.
  2. Dental screening shall be performed on each inmate during initial assessment. Screening will include charting decayed, missing, and filled teeth, and taking a dental history for identifying problems.
  3. A dental record will be maintained as part of an inmate's medical record.
  4. Dental services deemed necessary will be treated within 3 months of assessment.
  5. Vendor shall provide a dental exam to inmates who have been in custody for one year and every year following during their current incarceration.

## 6.13 EYE CARE

- Vendor shall ensure provision of eye care that is necessary and appropriate.



- Vendor shall provide an eye exam to inmates who have been in custody for one year and every year following during their current incarceration.

#### **6.14 COMMUNICABLE DISEASE**

- Vendor shall provide inmate health interventions, including vaccinations, testing and treatment, that prevent the spread of communicable diseases within the facility. The program to prevent the spread of communicable disease shall include:
  1. Vendor will provide basic immunization services including plans for immunization screening and procedures for administering vaccinations, including Hepatitis A and B, influenza, and COVID-19.
  2. Vendor will link inmates diagnosed with a communicable disease (e.g., Hepatitis, HIV/STDs, COVID-19) to a local healthcare provider (e.g., Health Department and/or a federal qualified health center) for treatment and support services upon release.
  3. Vendor shall report cases or suspected cases of reportable diseases to the Union County Department of Public Health within the required time frames as defined in the N.C. Administrative Code rule 10A NCAC 41A.0101.
  4. Recommendations from the NC DHHS Hepatitis plan:  
[https://epi.dph.ncdhhs.gov/cd/hepatitis/ViralHepatitisNorthCarolinaComprehensiveResponseRecommendations\\_2\\_18\\_2022.pdf](https://epi.dph.ncdhhs.gov/cd/hepatitis/ViralHepatitisNorthCarolinaComprehensiveResponseRecommendations_2_18_2022.pdf)

#### **6.15 PHARMACEUTICAL SERVICES**

- Vendor shall provide a total pharmaceutical system sufficient to meet the needs of the UCDC and in accordance with legal requirements. Pharmaceutical services shall include the physician's prescribing of medication, filling of the prescription, administration of medication, and necessary record keeping. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Jail.
- Pharmaceutical services shall be consistent with State and Federal regulations and must be monitored by a licensed qualified pharmacist.
- Vendor shall provide pharmaceutical services to assure the availability of prescribed medications within twenty-four (24) to forty-eight (48) hours of the written prescriptions, with the capability of an emergency back-up pharmacy.
- Vendor must have an adequate system to ensure that inmates with active prescriptions for critical medications at the time of booking begin receiving these medications without any undue delay.
  - Note: UCDC currently utilizes Contract Pharmacy Services pharmaceutical system that feeds medication management data for each inmate into the inmate health record in the UCDC Electronic Medical Record system (CoreEMR).
- Daily med pass shall be completed in a timely manner following State and Federal regulations. Administration of medicine shall be completed with no more than 14 hours in between each administration of medicine.

#### **6.16 SUPPORT FOR SPECIAL PROGRAMS**

- In addition to providing medical and mental health services to participants of UCDC's Special Programs, the Vendor must also be willing and able to collaborate with UCDC's Programs Unit and community partners to facilitate and/or enhance any future Programs.



### 6.17 MEDICAL WASTE

- Vendor shall provide, in compliance with all laws and regulations, for the appropriate management and disposal of contaminated waste resulting from its services including needles, syringes, medications, and other materials used in the treatment of inmates.

### 6.18 MEDICAL AND OFFICE SUPPLIES

- Vendor is responsible for purchasing and receiving all supplies necessary to provide services under the Contract. All medical and stock supplies, forms, and office equipment necessary for the Vendor's business needs shall be provided by the Vendor. Said supplies will include, but not be limited to, office supplies, books, manuals, periodicals, medical record folders, alpha indexes and forms, laboratory fees, prosthetics, hand instruments, needles and sharps, special medical items, testing devices, containers and clinical waste receptacles, inmate information brochures, individual and group materials, gloves and coverings, and disinfectants.
- UCSO will provide (computers for provision of inmate medical services and associated record keeping).
- UCSO will supply access to a copy machine, including all supplies and maintenance. All hard drives within said copy machines are and will remain the property of UCSO.
- Vendor shall conduct a site and equipment review of all medical and office equipment currently owned by the County and shall be responsible for maintaining all required equipment to maintain the level of care required in this Contract and industry standard practices. Should existing County equipment need to be repaired or replaced, Vendor will be responsible for replacement or repair.
- Vendor, subject to all UCDC policies and procedures, is responsible for the proper storage and control of all supplies to prevent any theft, damage, or loss. During emergency situations, e.g., lockdowns, the Vendor is obligated to enforce procedures to mitigate damages that may result from an emergency.
- All supplies and inventories purchased by the Vendor, including replacement equipment, are the property of the Vendor and the Vendor is responsible for any loss, damage or spoilage.

### 6.19 STAFF AND PATIENT HEALTH EDUCATION

- As part of primary health care, health education services are an important and required component of the total health care delivery system.
- Vendor shall provide in-service training for all health care staff to be conducted by Vendor as appropriate to include first-aid, CPR Training, SUD, withdrawal and MAT, and blood-borne and airborne pathogen training.
- Vendor shall also provide individual patient health education as appropriate.
- Inmates with serious health needs (medical and mental health concerns) whose release is imminent are provided with appropriate discharge planning to include patient education.

### 6.20 COMMUNICATION WITH INMATES

- Vendor will ensure HIPAA compliant telehealth services are available, as medically appropriate.
- Vendor will ensure provision of non-English interpreting resources in cooperation with the UCSO to facilitate communication between medical provider and inmates who have limited English Proficiency.

### 6.21 CONSULTATION SERVICES



- Vendor shall provide a consultation service to the County on all aspects of the health care system at the facility, including evaluations and recommendations concerning new programs, future architectural plans, staffing patterns for new or remodeled facilities, alternate pharmaceutical and other systems and on any other matters relating to this contract upon which the County seeks the advice and counsel of the Vendor.


#### **6.22 STAFFING PLAN/ SECURITY CLEARANCE REQUIREMENTS.**

- Vendor must recruit, interview, hire, train and supervise all health care personnel to ensure necessary and adequate staff is available (appropriate to the proposed staffing plan) to provide routine and emergency health care services staffing 24 hours per day, 7 days per week, 365 days a year.
- Personnel should include the following as necessary: medical director, physician(s) or Advanced Practiced Provider(s) (e.g., physician assistants or nurse practitioner), mental health professional / psychiatrist(s), nurse supervisor, nurses (RN or LPN), and any administrative staff necessary to meet all conditions and specifications as set forth in this RFP, including the current Jail Medical Plan (attached hereto as Exhibit A) adopted by the Union County Board of County Commissioners, the proposal selected, and the resulting contract.

Failure to maintain required staffing levels will result in pro-rated monthly contract payments.

UCSO reserves the right to negotiate alterations to the Vendor's suggested staffing plan for daily coverage.

- Vendor shall engage only licensed and qualified personnel to provide professional coverage. Personnel must meet all licensing requirements of the State of North Carolina.
- All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies of the Sheriff not inconsistent therewith.
- UCSO requests a minimum of two (2) nurses (RN or LPN) to be scheduled on-site at all times to ensure coverage for provision of normal health services concurrently with an acute care situation.
- Vendor must ensure availability of a Supervisor 24/7 either in person or via telephone to address institutional medical concerns/emergencies.
- It is intended that permanent personnel be in place and the use of temporary personnel be minimized. Nevertheless, the Vendor must ensure the continuity of care and services is maintained. For any vacancy, the Vendor must provide PRN and/or temporary staff for any shift affected by the vacancy where the Vendor has at least eighteen hours' notice of the need to cover the shift.
- Any temporary personal must complete the UCDC background check and be approved by Jail Administrations before entering the UCDC.
- All employees must adhere to the rules, regulations, policies and procedures outlined, or referenced, in this document.
- Vendor must inform UCSO Jail Administration of the identity of each staff member and cooperate in the performance and completion of the requisite background checks, and the like, as a prerequisite for such staff members to be able to enter or work in the UCDC.
- Due to the "secure sensitive" work at UCDC, prior to Vendor's employees entering on duty (EOD), the successful Vendor must ensure any proposed candidate for employment to serve meet the following:
  - i) Identification is verified by the Vendor;
  - ii) Is qualified to work in the position within a correctional setting;

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- iii) Has been truthful and honest with Vendor's application process;
  - iv) Is authorized, by Department of Homeland Security / E-Verify, to work in U.S.;
  - v) Has listed all felony and/or misdemeanor conviction(s);
  - vi) Has demonstrated that he/she is not an unlawful user of a controlled substance;
  - vii) Vendor will submit all candidates seeking security clearance to work under the terms of this contract to the commanding officer of the UCDC with the following copied information:
    - (1) photo identification;
    - (2) social security card;
    - (3) candidates' original application;
    - (4) signed consent from the applicant authorizing a search of the North Carolina and FBI national criminal history record databases.
- b) Final approval authority to grant security clearances for candidates who work under the terms of this contract will be communicated to the Vendor. Vendor's employee must have a current security clearance in order to enter onto the properties to perform the services expressed in this RFP/solicitation/contract.

### **6.23 SECURITY REQUIREMENTS**

- Vendor shall agree and stipulate the security requirements of this contract and their subsequent adherence.
- All personnel employed or sub-contracted, by the Vendor in the performance of this contract, or any representative of the Vendor entering the UCDC, shall abide by all security regulations of that facility including, but not limited to, the drug testing, Prison Rape Elimination Act (PREA), and search policies.
- Vendor is responsible for control of keys and equipment issued by UCSO. Vendor is responsible for the security of areas used for which keys are issued. The cost of keys or lock replacement as a result of negligence and/or loss of keys are the responsibility of the Vendor. Vendor may also be required to reimburse UCSO for the replacement of lost keys and equipment outside of any action taken in regard to neglect or lost services. Vendor affirms to comply with all policies and procedure to include, but not limited to, key control, tool control, inmate property, inmate accountability, contraband, standards of conduct, and all medical policies.

### **6.24 VENDOR'S EMPLOYEE CONDUCT**


Elements of Vendor's standards of employee conduct at a minimum, shall include, but are not limited to, the following:

- Vendor's employees shall be required to remain fully alert and attentive during duty hours. All employees will respond immediately and effectively to all emergency situations as directed by UCSO staff.
- Vendor's employees shall not use their credentials, identification cards or badges to coerce, intimidate, or deceive others to obtain any privilege not otherwise authorized in the performance of their duties.
- The use of illegal drugs or narcotics or the abuse of any drug or narcotic is strictly prohibited at any time. Use of alcohol while on duty or immediately prior to reporting to duty or being under the influence of alcohol while on duty, is prohibited.
- Vendor's employees shall conduct themselves in a professional manner at all times when dealing with inmates and others. Prohibited conduct includes:

- The use of brutality, physical violence, intimidation, verbal abuse, group punishment or capricious disciplinary actions against an inmate, or any force use beyond that which is reasonably necessary to protect the employee's life or receiving bodily harm.
- Showing partiality toward or becoming emotionally, physically, sexually, or financially involved with any inmate or former inmate. For the purpose of this standard of conduct only, Vendor's employees are considered custodians (i.e., contractors of the Sheriff) and prohibited from engaging in sexual behavior, of any type, with offenders or inmates.
- Displaying favoritism or preferential treatment to one inmate, or group of inmates, over another. Further, Vendor's employees are prohibited from allowing any inmate or group of inmates to have control or authority over other inmates or to assist in the provision of care to other inmates.
- Offering or giving any article, favor or service to an inmate or former inmate, or an inmate's family member or to any person known to be associated with an inmate or former inmate, is not authorized in the performance of employee duties. Neither shall a Vendor's employees accept any gift, personal service or favor from an inmate or former inmate, or from an inmate's family member or associate.
- Enter into any such business relationship with inmates, former inmates, or their families.
- Having other than incidental outside contact with an inmate, former inmate, or an inmate's family member or associate. Employees must report such contact to the Jail Administrator in writing.
- Use of obscene or verbally abusive language when communicating with inmates or others. Employees will not be demeaning to inmates, former inmates, their families or friends, and others.
- Vendor's employees are prohibited from engaging in criminal conduct. They are further prohibited, while on Union County property, from participation in games for money or other personal property, the operation of gambling devices, conducting a lottery or pool, or selling or purchasing numbers tickets.
- Illegal activities on the part of any Vendor's employee, in addition to being unlawful, reflect on the integrity of the County and betray the trust and confidence placed in it by the public. It is expected that Vendor's employee shall obey not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. Should the employee be charged with, arrested for, or convicted of any felony or misdemeanor, that person must immediately inform and provide a written report to the Commander of the UCDC. This requirement includes misdemeanor traffic violations, but not mere infractions, other than an infraction in violation of Chapter 90 of the North Carolina General Statutes.
- Vendor's employees are prohibited from engaging in racial or gender discrimination or sexual harassment in violation of Civil Rights Act of 1964, as amended.
- **Reporting Misconduct** - Vendor must report any allegation of misconduct to the Jail Administrator or Shift Supervisor at the UCDC, immediately and follow up with a written report before the close of the business day.
- **Cooperation with Investigations** - Vendor and Vendor's employees shall fully cooperate in any internal or external investigations. The County and UCSO shall have access to all personnel, operational and corporate records relative to the contracted services for the purpose of conducting investigations, inspections and audits.

#### 6.25 INTRODUCTION OF CONTRABAND

- Vendor's employees are prohibited from the introduction of contraband into or onto Union County property. The Sheriff or the Jail Administrator may designate any item or any property as contraband. Contraband shall include any object used to threaten the



order, discipline or security of the institution, or life, health or safety of an individual. (Examples of contraband: weapons, explosive devices, firearms, alcohol, drugs, photographic equipment, computer software, cell phones, recording devices, etc.)

- All Vendor's employees entering the UCDC may be subject to random drug/alcohol testing, or searches of their person or personal belongings **without** reasonable suspicion; upon a finding that reasonable suspicion exists that Vendor's employee is in possession of contraband, which if introduced, could endanger the safety of staff or inmates, or the security of the institution, a search will be conducted. Searches may also be conducted with reasonable suspicion that an employee is removing contraband or Union County property or the Vendor's property without authorization from UCSO.

#### **6.26 ORIENTATION OF NEW EMPLOYEES**

- Vendor shall be responsible for ensuring that all new health care personnel are provided with orientation regarding medical practice onsite at the Union County Detention Center.

#### **6.27 STAFF EVALUATIONS**

- Vendor shall distribute a written job description to each member of the health care staff that clearly delineates his/her assigned responsibilities. Vendor shall monitor performance of health care staff to ensure adequate job performance in accordance with these job descriptions.

#### **6.28 COLLABORATION / MEETINGS**

- Vendor shall participate in meetings with UCSO staff on at least monthly basis to ensure a collaborative relationship and management of jail health services.
- Vendor shall also provide for the communication to the UCDC staff of information related to an inmate's medical condition or status as may be appropriate or necessary for the inmate's classification, housing, status, observation or the like consistent with state and federal privacy laws and regulations.

#### **6.29 JAIL MEDICAL PLAN AND NATURE OF THE DELIVERY SYSTEM:**

- Vendor shall develop, in collaboration with Sheriff's Office and Health Department staff, initially and annually a written Medical Plan, in compliance with NC General Statute §153A- 225 and § 153A-224, 10A NCAC § 14J.1001 and §1003, and make Plan available for review and adoption prior to January each year and is a ready reference by all personnel and posted in the booking area of the UCDC. Otherwise provide compliance with and implementation of the current Jail Medical Plan for Union County as adopted and as modified as contemplated under this RFP and as may be amended or modified from time-to-time through the County's adaption of a modified or amended Jail Medical Plan.
- Vendor's health care delivery system must conform to the Jail Medical Plan adopted by the Union County Board of Commissioners and State standards for medical services provided in correctional institutions as established under the North Carolina Administrative Code or by statute. The system must be in substantial conformance with the Jail Health Standards developed by the National Commission on Correctional Health Care (NCCHC).
- Vendor shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. Vendor shall be required to render emergency care at any location on Jail property.
- Vendor shall have no responsibility for security at the Jail or for the custody of any inmate at any time, such responsibility being solely that of the Jail.

- Vendor shall have sole responsibility in all matters of medical, mental health and dental judgment. Vendor shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff or other County Official and his staff shall support, assist and cooperate with Vendor, and Vendor shall support, assist and cooperate with the Sheriff or other County Official whose decision in any non-medical matter shall be final.
- All decisions involving the exercise of medical, mental health or dental judgment remain the responsibility of the Vendor.

### **6.30 EMERGENCY RESPONSE/DISASTER (COMPREHENSIVE) PLAN**

- Vendor shall ensure emergency response/disaster procedures are developed to ensure that members of health staff are prepared to implement the health aspects of an Emergency/Disaster Plan.

### **6.31 POLICIES AND PROCEDURES**

- Policies and Procedures of the Vendor relating to providing and managing medical care are to be established and implemented solely by the Vendor. Vendor shall develop and implement policies, which ensure appropriate, necessary and adequate health care in full compliance with the solicitation/contract, and in accordance with recognized standards, laws, ordinances, rules and regulations of Federal, State and Union County that may be applicable.
- Vendor's policies and procedures are subject to the approval of the UCSO Jail Administrator; as applicable. Vendor must comply with all applicable County (including UCSO and UCDC) policies and procedures.
- The Sheriff or other designated County Official retains the right to review and approve Policies and Procedures of the Vendor in any area affecting the performance of UCSO or County responsibilities under law. In areas that impact the security and general administration of the Jail, the Policies and Procedures of the Vendor are subject to review and approval of the Sheriff or his or her designee for Union County.
- To the extent permissible under applicable law, Vendor's personnel shall be subject to, and shall accept and be bound by, and shall perform consistently with the Sheriff's policies, the Sheriff deems to be applicable to the Vendor and to such employees, and which shall apply to the Vendor and any employee, agent or contractor of the Vendor.

### **6.32 REPORTING REQUIREMENTS.**

- Vendor must provide annual and monthly statistical service metrics and performance reports, as detailed below, and any other reports as requested by UCSO Jail Administration.
- Reports should include trend data, tables and graphical charts showing current and historical performance when possible and necessary.
- Vendor should have the ability to provide UCSO access to both aggregated and non-aggregated raw data if requested.
- Reports shall be submitted to the Jail Administrator or their designee.
- Reports should be provided in electronic format, including PDF and/or Word and in tabular form (including .CSV or MS Excel).
- Vendor shall provide responses to questions from UCSO Jail Administration regarding reports and data within three (3) working days.
- Unless otherwise agreed upon in writing, reports shall be submitted each month with data reflecting the previous month's activity to include:
  - i) Daily number of inmates History and physical assessments

- ii) Daily number of off-site hospital admissions
- iii) Daily report of status of inmates in hospital
- iv) Daily number of inmates receiving off-site hospital ER services
- v) Daily number of inmates receiving off-site medical provider services
- vi) Daily number of inmates seen at sick call
- vii) Daily number of inmates seen by physician NP, or PA
- viii) Daily number of inmates seen by nurses
- ix) Daily number of inmates seen by dental (including off-site provider)
- x) Daily number of inmates seen by psychiatrist / mental health provider
- xi) Mental Health admissions and substance abuse
  - (a) Daily number of inmates with a diagnosed mental health and/or substance use disorder
  - (b) Daily number of inmates on Withdrawal Protocol
  - (c) Daily number of inmates who are on Medication Assisted Treatment (MAT) maintenance
- xii) Monthly Pharmacy report of inmate population dispensed medication
- xiii) Monthly number of inmates tested and number of positives for an STI (venereal disease, Syphilis, HIV, AIDS or AIDS Antibodies, etc.) TB
- xiv) Inmate mortality
- xv) Daily number of inmates who exit the facility with referrals for social services or substance use programs. *(Note: Referral program is not currently in place but UCSO would welcome Vendor engagement in this area.)*
- xvi) Fiscal: Report of third-party reimbursement, pursuit and recovery
- xvii) Fiscal: Staff costs and permanent staff positions vacant for 30 days or more
- xviii) Fiscal: Costs for Equipment, Medication, Supplies, other
- xix) Other metrics as requested by UCSO Jail Administration

### **6.33 MEDICAL RECORDS / CONFIDENTIAL RECORDS / RECORD RETENTION.**

- Vendor shall maintain complete, accurate, and confidential medical records separate from the UCDC's confinement records of the inmate in compliance with all laws and regulations, and the solicitation/contract terms.
- Digital medical records are required. Vendor software systems and associated costs are the responsibility of the Vendor.
- Vendor is responsible for record keeping in the Union County Jail Management System (JMS) and any associated costs to connect/interface the JMS and Vendor provided systems including the Vendor's Electronic Medical Records (EMR) and Pharmaceutical services systems.
  - Note: UCDS currently utilizes Central Square Jail Management System, however UCDS may change JMS vendors at its discretion.
  - Note: UCDS currently utilizes CoreEMR Electronic Medical Records system.
- All inmates must have an individual electronic medical record which is always kept up to-date, and which complies with problem oriented medical record format and standards.




- All inmate medical records are the property of the Office of the Sheriff.
- Vendor's employees shall not deny authorized person access to official information, personnel or institution records. Vendor must make records generated in the performance of this solicitation/contract available to the Sheriff, Sheriff's Office Legal Staff, Detention Chief, UCSO Command Staff, Jail Administration, or County Attorney in electronic (PDF or Word) format within 24 hours of request for any reason, including any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue.
- Vendor shall ensure inmate health information is available to meet the needs of continued patient care, legal requirements, research, education, and other legitimate uses.
- The record shall accompany the inmates at all health encounters and will be forwarded to the appropriate facility in the event of transfer. Access to medical/dental records will be controlled by healthcare personnel at all times and all rights concerning the confidentiality of the medical record must be followed. All transcribing and filing of information in the medical/dental record will be done by qualified, approved Vendor staff. Under no circumstances will inmates be allowed access to medical/dental records.
- Vendor will have access to official information with degrees of sensitivity. To protect this information, official information may be disclosed or released only as required in the performance of the contract and in accordance with applicable law.
- Vendor acknowledges compliance with and understanding of all applicable HIPAA requirements.
- All procedures concerning the confidentiality of medical records shall adhere to all HIPAA regulations and the rules and regulations as established by the NCCHC.
- Medical Records shall be maintained according to the Federal, State, or other pertinent governing body records retention requirements. Medical Records must be maintained for a minimum 5-year retention period from each inmate's most recent date of incarceration.

#### **6.34 DATA CONVERSION PLAN**

- Vendor shall ensure all existing Union County EMR data is entered into the Vendor's EMR system.
- Vendor shall provide ability to import data from existing Union County EMR software (CorEMR - which is cloud based).

#### **6.35 TECHNOLOGY AND DATA SECURITY SPECIFICATIONS**

- Vendor's services shall be planned, designed, developed, implemented, and maintained in a secure manner that is compliant with relevant standards, laws, and regulations to ensure that all technology hardware or software systems and data handling processes:
  - Present no safety hazards for inmates and County employees.
  - Provide for the secure storage and transmittal of data, including maintaining compliance with HIPAA and Personally Identifiable Information (PII) guidelines.
    - Note: Personally Identifiable Information (PII) is classified as highly restricted and defined as information that can be used to distinguish or trace an individual's identity, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as name, date and place of birth, employer, home and work addresses, email address, phone number, mother's maiden name, etc.

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- Union County requires that all systems connected to the County Network or that process County data meet an acceptable level of security compliance. This includes those systems that operate outside of the Vendor's direct control such as Cloud Services. Security Requirements shall be supported in a manner that makes verification possible.
  - Vendor shall follow best practices and guidelines regarding Cybersecurity. It is recommended that the Vendor ensure all technology systems used follow guidelines established by the National Institution of Standards and Technology (NIST) for Cybersecurity Framework.

#### **6.36 DATA, DATA SECURITY AND OWNERSHIP REQUIREMENTS**

- Union County will own all data input to and generated by the Vendor's software systems used to deliver inmate health services under this Contract.
- Union County will be authorized to access all inmate health data free of charge and will retain ownership of all data in perpetuity with no restrictions or additional cost.
- Vendor must facilitate download of all information to UCSO if requested during the contract period.
- At the conclusion of the contract Vendor will provide Union County a usable delimited format of the entire database delivered on External Hard Drive or SFTP site.
- Vendor shall be fully responsible for backup of all inmate health services data and anything else required to ensure full restoration of health services in the event of data loss or catastrophic failure.
- All inmate health services data fields need to be retained for a minimum of five years from the last date of incarceration for each inmate.

#### **6.37 UNION COUNTY PROPERTY**

- Vendor's employees shall only use Union County property for official business. They are responsible for protecting County property from loss, misuse, misplacement, theft or damage, and are prohibited from creating any hazard on Union County property to persons or things. Union County property includes the supplies denominated in this RFP/contract that Vendor is supplying.

#### **6.38 INSPECTION BY REGULATORY AGENCIES**

- Work described in the contract may be subject to inspection by other Government agencies. Vendor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

#### **6.39 QUALITY ASSURANCE & QUALITY CONTROL PROGRAM**

- Vendor is responsible for Quality Control, which ensures all requirements of the solicitation/contract. Vendor must meet the vital functions specified in the Statement of Performance Output Summary Table for acceptable contract performance.
- Vendor shall establish and maintain a complete Medical Quality Assurance/Quality Control Program (QCP) acceptable to UCSO to assure the requirements of this solicitation/contract are provided as specified. This system shall:
  - i) Be implemented on the contract effective date.
  - ii) Include audit and medical chart review procedures



- iii) Identify deficiencies in the quality of services throughout the entire scope of the contract and implement corrective action before the level of performance becomes unsatisfactory.
- iv) When deficiencies are noted, a plan of corrective action (improvement) shall be put into place.

**6.40 FAILURE TO PROVIDE PROPER QUALITY CONTROL**

- Failure by the Vendor to maintain adequate quality control may result in contract termination for default.
- The County’s contract monitoring is based on the premise that the Vendor, and not UCSO and/or UCDC, is responsible for management and quality control actions to meet the contract terms. The County recognizes the Vendor is not perfect and unforeseen and uncontrollable problems do occur. Good management and use of an adequate Quality Control Plan (QCP) will allow the Vendor to operate within acceptable quality levels.
- Each phase of the services rendered under this contract is subject to County inspection both during the Vendor's operations and after completion of the tasks.
- When the Vendor is advised of any unsatisfactory condition(s), the Vendor shall submit a written report to the Jail Administrator/Contract Monitor addressing corrective/preventive actions taken.

**6.41 PERFORMANCE WORK STATEMENT:**

As a part of the monitoring of the contract and in order to assure compliance as well as quality control, the Vendor shall be required regularly to submit a proper performance report and statement, including the following:

**6.41.1 STATEMENT OF PERFORMANCE OUTPUT / OUTPUT SERVICES**

- Performance of these health care delivery services are defined within this Performance Work Statement (PWS) utilizing a “performance-based” approach. Thus, required services are described in terms of output rather than specific task assignments.

Output No.	Output Services
Output #1:	Provide urgent and routine health care that is necessary and adequate and includes: urgent, observation and ambulatory care services; that conform to community standards and all local, state and Federal laws and regulations applicable to the delivery of health care to members of the general public. Without limiting the foregoing, the services shall 1) be designed to protect the health and welfare of the detainees or prisoners and to avoid the spread of contagious disease; 2) provide for medical supervision of prisoners and emergency medical care for prisoners to the extent necessary for their health and welfare; 3) provide for the detection, examination and treatment of prisoners who are infected with tuberculosis or venereal diseases; and comply with applicable law and regulation, including, but not limited to NC Gen. Stat. §153A-225 <i>et seq.</i> ; 10A NCAC 14J <i>et seq.</i>

Output #2:	Provide medically necessary and adequate interventions aimed to improve inmate functioning to a level that facilitates performance of activities of daily living within the detention environment.
Output #3:	Provide health care services for inmates that are delivered within the constraints of detention concerns and responsibilities inherent to the UCSO mission; 24 hours per day, seven days per week.
Output #4:	Provide for both medical and mental health screening processes upon intake for all inmates in compliance with 10A NCAC 14J.1002, NC General Statute §153A-225(a)(3), and NC General Assembly Session Law 2007-323; and to investigate for a Medic Alert Foundation symbol in accordance with NC General Statute § 153A-225.1.
Output #5:	Provide for a designated health authority with responsibility for health care services pursuant to this contract, and provide information, instruction and guidance of detention center command staff and others with respect to healthcare decisions, classifications, placements, endemics, pandemics, infection, or the like.  Provide a physician or nurse supervisor for 24-hour coverage to respond to any emergencies or staff questions, either by telephone consultation or by other appropriate response.
Output #6:	Develop initially, and annually, a written medical plan, in compliance with NC General Statute §153A-225 and § 153A-224, 10A NCAC § 14J.1001 and §1003, and is available for ready reference by all personnel, and posted in the booking area of the UCDC.
Output #7:	Provide inmate health interventions, including vaccinations and testing, that prevent the spread of contagious diseases, chronic illnesses, and reduce preventable diseases and injuries consistent with the UCSO mission.
Output #8:	Provide for a utilization review for non-emergent cases request for outside medical, surgical, and dental procedures, or request for specialist evaluations/consults. The review will address each case, reviewing process, recommendation and disposition, and provide for written feedback to the inmate patient with a copy of the feedback placed in the medical file. The review process must require the Vendor's designated health authority to obtain pre-certification (prior approval) from USCO Jail Administration for certain types of cases (e.g., high risk, high cost, or questionable efficacy).
Output #9:	Provide for concurrent review of inmate inpatients at a hospital (monitoring length-of-stay and interventions) or other external service provider and discuss treatment strategies, e.g., length-of-stay, costs, treatment plans, etc. with the Jail Administrator.
Output #10:	Develop relationships and obtain outside medical services, within a 50-mile radius from the UCDC, at the lowest possible cost. Comprehensive contracts for outside medical services with discounted rates will be pursued wherever possible.
Output #11:	Provide medical and mental services which are necessary and adequate that conforms to community standards and all local, state and Federal laws and regulations applicable to delivery of health care to members of the general public.

Output #12:	Provide 24/7 phlebotomy / blood draws for DUI/DWI. Service shall include an affidavit process whereby each medical provider signs an affidavit prior to completing any phlebotomy work at least once annually.
Output #13	Confer and cooperate with UCSO to provide guidance regarding medically indicated dietary meal plans for use by the UCSO food service provider, especially as it relates to prenatal meals and nutrition and those of detainees with special medical needs.
Output #14:	Submit properly priced invoices for services rendered.
Output #15:	Manage medical record information in a manner that promotes continuity of care while observing restrictions on release of information.
Output #16:	Maintain open avenues of communication, facilitating the exchange of information between the Vendor and the County regarding contract services.

#### 6.42 CONTRACT MONITORING & COMPLIANCE WITH CONTRACT REQUIREMENTS

- Vendor’s efforts under this contract shall be monitored to ensure that the required output is achieved.
- Vendor is responsible for all management and quality control actions necessary to meet quality standards set for by the contract. Prior to commencing performance, the Vendor shall develop and submit a quality control plan (QCP) to guide and rigorously document the implementation of the required management and quality control actions to achieve the specific output.
- The County reserves the right to inspect and evaluate in a reasonable manner all services rendered during the performance of this contract. The inspection of services and the results thereof by UCSO is a means of ensuring the County receives the quality of work for which it has contracted. Inspections allow for early discovery of defects, thus enabling timely corrective action. UCSO shall perform inspections in a manner that will not unduly delay the work.
- UCSO assumes no contractual obligation to perform any inspection for the benefit of the Vendor. UCSO inspections do not replace the Vendor’s Quality Control Plan (QCP) program.
- The County may withhold full or partial payment when the Vendor either does not perform or performs inadequately.
- The UCSO Jail Administrator and any other designated County staff are to act as contract monitor to certify services were accomplished in accordance with this RFP and the resulting contract.
- Designated individuals shall be appointed from both UCDC and the Vendor to be responsible for the technical direction of the performance of all work under this contract. The term “technical direction” is defined to include, without limitation, the following: *Directions to the Vendor, which re-direct the contract effort, shift work emphasis between areas or tasks, require pursuit of certain lines of inquiry; fill in details or otherwise service to accomplish the contractual scope of work.*

#### 6.43 PERFORMANCE EVALUATION MEETINGS

- Vendor’s representatives shall meet with the Jail Administrator and other designated UCSO staff on a regular basis to provide a management level review and assessment

of the contract performance, a discussion and resolution of problems. These performance evaluation meetings should occur no less than quarterly. A mutual effort will be made to resolve all problems identified.

**6.44 WRITTEN NOTICE OF CONCERN**

- The Vendor will receive written *Notice of Concern* (NOC) when a contract deficiency or non-performance action is noted. Vendor must provide a written response to the NOC outlining their proposed remedy. Vendor will be given an opportunity to remedy issues defined in the NOC, however, should their remedy not resolve the issue the County may reduce Vendor’s invoice by the degree of service not provided as specified in the solicitation/contract.
- Vendor shall be conclusively presumed to have actual knowledge of work not performed and, therefore, written notice by the County shall not be a prerequisite for reducing payment or assessing liquidated damages for service(s) not performed.

**6.45 ISSUE RESOLUTION TEAM (IRT) AND PENALTIES REQUIREMENT**

- Vendor and UCSO shall establish an Issue Resolution Team (IRT) to serve in the event of a performance management concern.
- The intent of the IRT is to create a clear and consistent process to settle disputes based on the contract requirements and facilitate resolution for issues related to the Vendor-provided service. The IRT will use best judgment to collaboratively address scenarios where the requirements are silent or unclear.
- The IRT shall evaluate performance failures and determine the severity and penalties assessed against the monthly invoice.
  - Critical chargeable failures shall include incidents that produce a major or substantial impact on the normal provision of UCDC inmate health services.
- A credit to UCSO’s monthly invoice will be assessed for a failure to meet any Performance Measures/KPIs identified as having an associated credit. All credits applied to UCSO will be done within 60 days of violation and/or determination.
- A failure will result in the percentage in the “Credit Assessed” column being applied to the full amount of the operations payment identified in the “Payment Impacted” column for the month of measurement.
- A failure to meet the same Performance Measure/KPI for two (2) or more months in a row will constitute a persistent failure and result in a multiplier being applied to the credit percentage. The credit multiplier will increase by a factor of one for each month that a Performance Measure/KPI is not met (e.g., if not met two (2) months in a row, the credit will be doubled in the second month; if not met three (3) months in a row, the credit will be tripled in the third month).
- Successfully meeting a Performance Measure/KPI will end a persistent failure and reset the credit multiplier.
- Vendor shall be responsible for tracking required credits and will deduct credits directly from any invoices submitted to UCSO.
- Under mutual agreement through the IRT, the Vendor and UCSO shall classify failures as Chargeable or Non-Chargeable as required.

Service Performance Expectation	Requirement	Measurement Period	Base Credit Assessed
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Daily medpass completed in a timely manner for each inmate, with no more than 14 hours in between each administration of medicine	< 2 incidents	Calendar Month	5% of monthly invoice
Comprehensive Health Assessment completed on each inmate within twelve (12) hours of intake.	< 2 incidents	Calendar Month	2%
Inmate's sick call request shall be triaged, as emergent, urgent, or routine, by a nurse within twenty-four (24) hours of the request.	< 2 incidents	Calendar Month	5%
Staff vacancy at or above 20%	< 2 incidents	Calendar Month	5%
Provide 24/7 Medical Coverage by RN or LPN	< 2 incidents	Calendar Month	10%
Failure to comply or complete any DUI/DWI Blood draw as issued by the courts.	< 2 incidents	Calendar Month	2%
OTHER	< 2 incidents	Calendar Month	2%

*Note: UCSO reserves the right to update the performance expectations throughout the life of the contract. As needs and regulations change over time, adjustments may be needed.*

#### 6.46 INVOICING AND INSPECTION OF SERVICES

Vendor shall prepare an invoice that shall be furnished to the Union County Sheriff's Office Budget Office in the method and delivery vehicle indicated by the County Finance Officer. Should the receiving address be changed, the Vendor will receive written notice of any such change.

A copy of the invoice shall be submitted to the contract monitor who will verify that the services were satisfactorily performed. Reduction for nonconforming services may be made following notification to the Vendor and resolution.

#### 6.47 NO ASSIGNMENT


Neither the obligations nor the rights of the Vendor under an award under this RFP or any resulting contract may be assigned by the Vendor without the express writ consent of the Sheriff of Union County and the Union County Board of Commissioners, whose consent shall not be unreasonably withheld.

### 7 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

#### 7.1 TERMS OF SUBMISSION

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade



secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

## 7.2 PROPOSAL FORMAT

**The County desires all responses to be identical in format in order to facilitate comparison.** While the County's format may represent a departure from the vendor's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to page 5, 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

The County may award a contract based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. The County reserves the right to contact proposers regarding cost and scope clarification at any time throughout the selection process.

The successful Offeror's proposal must include all responses to the requirements contained within this RFP and all appendices (if applicable) must be completed in their entirety.

By submitting a proposal, the successful Offeror's Offeror agrees to all applicable provisions, terms and conditions associated with this RFP. This solicitation, the successful bidder's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

**The total length of the proposal should be no more than 200 pages (excluding noted attachments), 8½ x 11 size paper with an 11-point minimum text size. Charts and graphs may be 10 point. All required forms are exempt from the page limit and must be submitted under the section identified below. Only one (1) complete**



**proposal should be electronically submitted. The maximum document upload size is 30 MB. For any questions, contact the project representative on the front cover.**

The utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections.

**The proposal should be organized and identified by section as follows:**

- **Section A** – Cover Letter/Executive Summary
- **Section B** – Company Background, Qualifications and Experience
- **Section C** – Proposed Objectives and Management Summary
- **Section D** – Project Team and Service Implementation Plan
- **Section E** – Staffing/Personnel
- **Section F** - Program Support Services
- **Section G** – Exceptions
- **Section H** – References
- **Section I** – Cost Proposal/Pricing Methodology
  
- **Section J** – Required Forms
  - Appendix A – Proposal Requirements Checklist
  - Appendix B – Proposal Submission (signed)
  - Appendix C – Addenda Receipt and Anti-Collusion (signed)
  - Exhibit A – Jail Medical Plan
  - Exhibit B – UCDC Inmate Health Services Data, Avg Annual ADP 2020-2023, and External Medical Expenses

**7.2.1 SECTION A – COVER LETTER/ EXECUTIVE SUMMARY**

Offeror's cover letter should serve as an executive summary and include the following:

- Basic information about the company.
1. **Legal Company Name and DBA** (if applicable)

Corporate Headquarters:

Address

Telephone Number

Website Address

Location Providing Service (if different from headquarters):

Address

Telephone Number

## 2. Name of Single Point of Contact

Title

Direct Telephone Number and/or extension

Direct Email Address

## 3. Name of Person with Binding Authority

Title

Address

Direct Telephone Number and/or extension

Email Address

- Describe Vendor's interest in this project, the unique advantage your firm and team bring due to Vendor's strengths and how your experience will benefit UCSO.
- Stipulate that the proposal price will be valid for a period of 180 days.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts."

### 7.2.2 SECTION B – COMPANY BACKGROUND QUALIFICATIONS AND EXPERIENCE

This section provides each vendor with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other vendors. Careful attention should be paid to providing information relevant to Union County needs. Provide a concise profile of the Vendor's organization to include the following:

- **Brief corporate history.**
- **Statement of whether Vendor is registered and authorized to do business in the State of North Carolina.**
  - Pursuant to Chapter 55, and in particular, Article 15 of the North Carolina General Statutes, entitled Foreign Corporations, Chapter 55B, entitled Professional Corporation Act, the successful Vendor must have and furnish proof of the authority to provide Healthcare Services in the State, according to such statutes and pursuant to Chapter 90 of the North Carolina General Statutes, and, in the event that the successful Vendor is not a domestic corporation or other business entity of this State, then, the successful Vendor must have on file with the Secretary of State of North Carolina a Certificate of Authority to transact business in this state.
- **Date of incorporation** (or filing with requisite corporate authority, e.g., secretary of state) and/or number of years in business under the current organizational name and structure and services offered.
- **State of incorporation.**
- **Date company was organized to provide health care services.**
- **Number of employees.**
- **Track record of successful implementation and satisfied customers.**
  - Highlight any detention health care services currently provided for facilities in North Carolina, South Carolina, or Virginia.



- **Current contracts:** List current contracts for similar services within the State of North Carolina.
- **Previous Terminated Contracts:** List any/all contracts for similar services held within the last five years that were terminated prior to their expiration, not renewed for a subsequent term, or were canceled by the agency prior to the initial term of contract. Include the reason, if known, for the decision.
- Verification of whether the Vendor's organization is involved in any **pending litigation** that may affect its ability to provide its proposed service solution. List any pending judgments, claims, arbitration proceedings, suits against your organization, including any prior trade names or assumed names your organization has used to operate, or its officers or its principals.
- List all **insurance claims and lawsuits filed within the last seven years** against the Vendor's organization (or, where appropriate, the Vendor's predecessor/parent company). Include date/year claim was filed and status of claim. If no insurance claims or lawsuits have been filed, indicate such.
- Verification of whether audited or otherwise verifiable financial statements are available upon request. County requests the ability to **access Vendor's most recently audited financial statement**, including the organization's latest balance sheet, cash flow statement, and income statement, including name and address of firm preparing financial statement.
- **Sample contract:** In order to better understand all of the working terms being proposed, the Vendor shall provide with its response to this RFP a sample contract for consideration. This attachment *does not count towards the proposal page limit*. The County reserves the right to accept or reject any such proposed contract and to negotiate any contractual terms of the contract to be entered for healthcare at the Union County Detention Center (UCDC).

### 7.2.3 SECTION C – PROPOSED OBJECTIVE AND MANAGEMENT SUMMARY

- Based on the information provided in this RFP, please provide a detailed description of the Health Services Plan being proposed. Include
  - Succinct statement of the Vendor's understanding of the major objectives.
  - Describe specifically the Vendor's qualifications and experience with providing the Services outlined in this RFP.

### 7.2.4 SECTION D – PROJECT TEAM AND SERVICE IMPLEMENTATION PLAN

This section covers various aspects of the Vendor's approach and comprehensive recommendation in response to this RFP and any addenda, including the proposed Project Team and implementation plan. Clarity and responsiveness to the RFP will be important considerations in the evaluation of the responses. Please respond with as much relevant detail as possible given the information you've been provided in this RFP.

- **Project Team:** Identify key organization leadership/project team by name, title/role, involvement levels and durations, and relevant experience for each person on the team.
- **Timeline:** Provide a schedule to implement the proposed health services, including any expected transition planning with UCSO staff, data conversion from County systems, and staff training.

- Describe your ability to provide effective inmate health care services by April 1, 2024. Include any assumptions about County involvement to enable April 1, 2024 start date.
- **Approach and Implementation Plan:** Describe in detail Vendor's proposed approach to provide inmate health services. This plan must:
  - Address in detail how onsite and offsite health care services will be provided and/or accessed. Vendor must demonstrate an understanding of each task. Each task should be identified along with an explanation of how the Vendor plans to approach the task.
  - Identify existing relationships in Union County and/or what network of providers the Vendor will have available to provide off-site or specialty services.
  - Identify planned future relationships in Union County and/or what network of providers the Vendor will have available to provide off-site or specialty services.
  - Describe how Vendor will assure continuity of care for inmates served through outside medical providers, including hospital systems. Describe vendor's ability to interface with outside provider's electronic medical records systems (EMR) to assure continuity of inmate care.
  - Describe the Vendor's expertise in behavioral/mental health specialty areas, i.e., suicide prevention, behavior modification, effective therapies for detention populations, co-occurring disorders, etc.
  - Describe Vendor's electronic medical record records platform, including the technical requirements and any obligations of the County/Sheriff's Office relating to the platform.
  - Set forth a detailed plan and timeline for the transition from the current healthcare operation to the Provider's proposed operation at the UCDC.
  - Describe plan for pharmaceutical operations, including a prescription drug formulary, dispensing, repackaging, return procedures, and compliance with all applicable pharmacy laws.

#### 7.2.5 SECTION E - STAFFING / PERSONNEL:

This section should outline the proposed staffing plan and describe the Vendor's capacity to successfully manage the proposed services.

- Propose staffing plan for 24-hour on-site coverage, seven days a week, 365 days a year.
- Include a detailed overview of the on-site professional and administrative/support staff that will be provided by proposed position/title, their required credentials, days per week coverage is expected, number of hours to be worked per day for each on-site staff member, and schedule of hours for each on-site staff member, etc.
- Describe Vendor's plan / ability to fill shifts left open by staffing vacancies, sick leave, and/or paid time off (PTO). Include how any temporary vacancy will be handled, whether each scheduled shift will be worked during such vacancy, and if not, how services will be delivered during that time.
  - Discuss recruitment practices, equal employment opportunities, licensure/certification requirements, training including in-service, staff and continuing education, orientation of new personnel, employee assistance program and performance review.

### 7.2.6 SECTION F - PROGRAM SUPPORT SERVICES:

In addition to providing onsite services, offsite services and staffing/personnel services, the Vendor will also be expected to provide professional management services to support the UCDC health care program. Provide details regarding these additional program support services, as applicable, including:

- **Policies and Procedures.** Indicate the method the Vendor will follow in establishing and revising policies and procedures for the health care / medical program and ensuring said documents are based on the standards developed by the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA).
- **Proposed Collaboration Approach.** Indicate the method(s) propose be used to enable Vendor to work collaboratively with UCSO in the development and implementation of policies and procedures necessary for the operation of the medical program to assure that quality health care services are available to all inmates.
- **Monthly & Daily Statistics:** Describe reporting methodology. Include sample reports as attachments.
- **Quality Improvement Program.** Specify proposed guidelines/framework for Vendor to establish a Quality Improvement Program (QIP) that will assure quality health care services will be provided to inmates. Include proposed evaluation of health care provided to inmates both onsite in the UCDC and at offsite facilities for quality, appropriateness, and continuity of care.
- **Grievance Procedure.** Specify the policies and procedures to be followed in dealing with inmate grievances regarding any aspect of the health care delivery system.

### 7.2.7 SECTION G - EXCEPTIONS:

- Identify, with reference to the appropriate page/section number(s), any exceptions and /or requested modifications to the RFP clauses or terms, including any set forth in the exhibits. Any RFP clauses or terms, including any set forth in the exhibits, to which the Vendor does not take exception or identify for requested modification will be incorporated into the Contract and will control over any contrary provision in the Proposal.

### 7.2.8 SECTION H – REFERENCES:

Provide, at a minimum, three (3) comparable clients with whom your firm currently has an established relationship similar to the Scope of Work outlined in this RFP. If available, also include one (1) former client that stopped doing business with you in the past three (3) years. Include the following:

- Name of Client/Firm
- Business Address
- Contact Name and Title
- Direct Phone Number
- Email Address
- Length of Relationship / Contract Dates
- ADP of the Facility Served

### 7.2.9 SECTION I – COST PROPOSAL / PRICING METHODOLOGY

- Vendor shall provide a pricing methodology and Cost Proposal that provides a turnkey solution to the requirements of this solicitation based on an average daily population (ADP) of 241
  - Proposal shall also include cost structure or methodology for scaling services to a higher or lower number of inmates should the ADP grow.
- Vendor is encouraged to offer a fair price based upon the Vendor's industry knowledge, experience in providing like services, relationship with local medical care facilities, and management capabilities balanced against reported history of population trends and medical encounters listed in Exhibit B.
- Cost proposal shall propose **one fully loaded price**.
  - The fully loaded price shall include all direct costs, indirect costs, overhead and profit margin, as well as sub-Vendors' total costs required to provide services in accordance with the solicitation/contract. Vendor shall include a breakout showing each of these components.
  - Fully loaded price *may* include one annualized price for the first year of the contract (and monthly price) and, if applicable, another annualized price (or price escalation factor) for subsequent year(s).
  - Any exceptions to the specific price shall be stated.
- Cost proposal shall also **include a breakout of more detailed information necessary to fully understand pricing methodology**, including:
  - Associated unit and extended costs to required successfully complete the contract, with price guarantees throughout the contract duration.
  - Break-out of prices for two broad components: Inside Costs and Outside/Off-site Costs.
    - (1) Inside costs represent the Vendor's best price for Healthcare Services (e.g., any medical encounter, procedure or incident) provided within the secure confines of the jail.
    - (2) Outside/off-site costs represent the Vendor's best price for Healthcare Services in the community, inpatient/outpatient care in a community medical facility, and emergency transportation services.
      - Vendor may propose bridge-cost-sharing relative to outside cost offer.
      - Vendor is encouraged to use innovative methodologies and/or approaches when determining outside cost.
      - Vendor is expected to identify and negotiate contractual discount agreements with all off-site providers as reasonably necessary to maintain the cost-efficiency of the Vendor's program at the Detention Center. Proposal should include accompanying methods and incentives for ensuring attainment of the off-site cost projections or achieving a lower cost than projected.
  - Additionally, if Vendors proposes any service enhancements beyond the scope of requirements in this RFP, associated costs should be broken out in detail.
- Cost proposal shall **document any assumptions** that may be made in association with proposed costs for all service components.
- Cost proposal shall **define any catastrophic limits and/or any other cost limits or exclusions** including proposed split caps/limits of coverage and describe how these limits would be accounted for.

- **Unless an exception is noted in this RFP or requested by the Vendor in response to this RFP and subsequently approved by UCSO, Vendor shall be responsible for all costs as described in this RFP** relative to inmate medical care rendered inside and outside the UCDC jail facility.
  - Vendor takes on this responsibility when the inmate is admitted into the UCDC booking area and maintains responsibility until the inmate is permanently released from physical custody.
  - **Expenses associated with safekeeping** (housing inmates in another detention facility) that are solely due to the inability of the Vendor to safely manage patient medical care in the UCDC shall be the responsibility of the Vendor. If UCSO Jail Administration determines safekeeping to be necessary for any non-medical reason, associated costs shall be the responsibility of Union County. Further, any medical expense incurred during any safekeeping not ordered by the Vendor shall be the responsibility of the County.
- **If Vendor proposes any variation of assigned responsibility for covering the cost of a service category or item**, the specific category or item of cost and the Vendor's proposed assigned responsibility for covering the cost should be explained fully for all applicable category or item. This should include proposed assigned responsibility either for Vendor to pay, County to pay, or Vendor to pay with limitations, and if limitations apply they should be explained in detail with reference to the applicable proposal section.
- Cost proposal should include **proposed cost containment program**.
  - Vendor is expected to propose innovative ideas/methodologies for management of all healthcare services using cost containment strategies.
  - Proposal should specify a detailed plan for the implementation and operation of a cost containment and incentives-based program. Include the mechanism by which the Vendor plans to control health care costs, areas in which cost savings will be achieved, and to the extent possible anticipated billing of insurance companies and other third parties to recover costs associated with health care services. Include evidence of the success of such program(s) at other contract sites if applicable.
- Cost proposal should itemize and describe any **applicable offer costs**, designating whether they are mandatory or optional for components which may include the following:
  - Travel Expenses – Any travel expense reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time.
- Vendor must provide proposed **structure for invoicing/billing** including expected terms for payments by the County to the Vendor.

#### **7.2.10 SECTION J – REQUIRED FORMS**

Offerors must include the following documents:

- Appendix A – Proposal Requirements Checklist
- Appendix B – Proposal Submission (signed)
- Appendix C – Addenda Receipt and Anti-Collusion (signed)
- Exhibit A – Jail Medical Plan
- Exhibit B – UCDC Inmate Health Services Data, Avg Annual ADP 2020-2023, and External Medical Expense

### 7.3 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The County will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will assess the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

### 7.4 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the County will consider the information submitted in the RFP as well as the meetings (if applicable) with respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Criteria	Weights
Company Background and Experience	20%
Proposed Objectives and Management Summary - Proposed solution plan Project Team and Service Implementation Plan Staffing/Personnel	35%
Program Support Services	20%
Cost Proposal & Compliance with Submittal Requirements	25%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful bidder's demonstration (if



requested), along with questions and answers, will be a critical component of the overall vendor evaluation.

After identification of Short-Listed Offerors, the County may or may not decide to invite Short-Listed Offerors to vendor demonstration/interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Criteria	Weights
Proposed Approach and Staff	65%
Cost, Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meetings.

#### 7.5 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms.


A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, Offeror, partnership, corporation or association under the same or different names, will not be considered.

The County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason. The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal.



The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

## **7.6 CONFLICT CERTIFICATION**

The Offeror must certify that it does not have any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation, any such conflict of interest, whether newly arising or newly discovered, must be disclosed to the County in writing.

# **8 GENERAL CONDITIONS AND REQUIREMENTS**

## **8.1 TERMS AND CONDITIONS**

The contract award will have an initial term of three (3) years with two (2) one-year renewal options at the County's discretion, pending annual budget approval.

It is anticipated that the contract shall begin April 1, 2024.

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

Vendor shall comply with, and ensure its subcontractors comply with, all local, state, and federal laws, regulations and policies relating to safety and health and employment. Having due regard to the foregoing, the awarded Vendor shall comply with all laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under the agreement resulting from this RFP, including, but not limited to, the provisions of Chapters 14, 15A, 122C, 143, 153A, and 162 of the North Carolina General Statutes, the United States Code, and regulations as well as applicable ordinances.


## **8.2 CONTRACTUAL OBLIGATIONS**

The contents of this Proposal and the commitments set forth in the selected Proposal(s) shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service Provider(s).

## **8.3 SUB-CONTRACTOR/PARTNER DISCLOSURE**

If the proposal by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company





submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

#### **8.4 FUNDING**

Services provided and work performed under this contract will be financed by local County funds.

#### **8.5 EXCEPTION TO THE PROPOSAL**

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Proposal. All exceptions taken must be identified and explained in writing in the proposal and must specifically reference the relevant section(s) of this Proposal. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this Proposal. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

#### **8.6 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

Prior to the scheduled closing time for receiving proposals, any Vendor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 120 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked “Modification of Proposal” – with solicitation number and name on the front of the envelope. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

#### **8.7 EQUAL EMPLOYMENT OPPORTUNITY**

All Offerors will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

#### **8.8 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)**

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

#### **8.9 LICENSES**

The successful Offeror(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

#### **8.10 E-VERIFY**

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Vendor/Offeror shall ensure that Offeror and any Sub-Contractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

#### **8.11 DRUG-FREE WORKPLACE**

During the performance of this Request, the Offeror agrees to provide a drug-free workplace for their employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to an Offeror/Offerors in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

#### **8.12 INSURANCE**

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. **WORKERS’ COMPENSATION**

Statutory (coverage for three or more employees) limits covering all employees, including Employer’s Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease - Each Employee
- \$500,000 Disease - Policy Limit

B. **COMMERCIAL GENERAL LIABILITY**

(for any agreement unless otherwise waived by the Risk Manager)  
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Each Occurrence  
\$1,000,000 Personal and Advertising Injury Limit

- C. COMMERCIAL AUTOMOBILE LIABILITY  
(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

- D. PROFESSIONAL LIABILITY  
(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

- E. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)  
(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.


#### **ADDITIONAL INSURANCE REQUIREMENTS**

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.**

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

- 
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
- Department: \_\_\_\_\_  
Contract #: \_\_\_\_\_
- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
- Union County  
Attention: Keith A. Richards, Risk Manager  
500 N. Main Street, Suite #130  
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

### 8.13 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**9 APPENDIX A – PROPOSAL REQUIREMENTS CHECKLIST**  
**RFP 2024-033 - Inmate Health Services**

**SUBMIT WITH PROPOSAL**

To confirm compliance with the RFP requirements, provide a yes or no answer to the following sections:

<b>Proposal Requirements</b>		<b>Yes/ No</b>
5.	Scope of Work	
If no, Provide a summary statement:		
5.1	General Requirements and Qualification Criteria	
If no, Provide a summary statement:		
6.	Specifications / Scope of Work	
If no, Provide a summary statement:		
6.1	Examinations	
If no, Provide a summary statement:		
6.2	Receiving/Initial Preliminary Screening	
If no, Provide a summary statement:		
6.3	Comprehensive Health Assessment	
If no, Provide a summary statement:		
6.4	Triaging of Complaints/ Sexual Abuse Allegations/ Use of Force Incidents.	
If no, Provide a summary statement:		
6.5	Sick Call.	
If no, Provide a summary statement:		



6.6	Hospital Care / Specialty Services/ Major Medical	
If no, Provide a summary statement:		
6.7	Emergency Services.	
If no, Provide a summary statement:		
6.8	Ancillary Services.	
If no, Provide a summary statement:		
6.8.1	Phlebotomy / Blood draw capability must be provided onsite.	
If no, Provide a summary statement:		
6.9	Maternity Care.	
If no, Provide a summary statement:		
6.10	Substance Use Screenings and Assessments.	
If no, Provide a summary statement:		
6.11	Mental Health Services.	
If no, Provide a summary statement:		
6.11.1	Psychiatry service response time for inmate requests:	
If no, Provide a summary statement:		
6.11.2	Psychiatry service response time for suicide watch discontinuation and other urgent mental health emergencies:	
If no, Provide a summary statement:		
6.12	Dental Care.	
If no, Provide a summary statement:		





6.13	Eye Care.	
If no, Provide a summary statement:		
6.14	Communicable Disease.	
If no, Provide a summary statement:		
6.15	Pharmaceutical Services.	
If no, Provide a summary statement:		
6.16	Support for Special Programs.	
If no, Provide a summary statement:		
6.17	Medical Waste.	
If no, Provide a summary statement:		
6.18	Medical and Office Supplies.	
If no, Provide a summary statement:		
6.19	Staff and Patient Health Education.	
If no, Provide a summary statement:		
6.20	Communication With Inmates.	
If no, Provide a summary statement:		
6.21	Consultation Services.	
If no, Provide a summary statement:		
6.22	Staffing Plan/ Security Clearance Requirements.	
If no, Provide a summary statement:		
6.23	Security Requirements	



If no, Provide a summary statement:		
6.24	Vendor's Employee Conduct	
If no, Provide a summary statement:		
6.25	Introduction of Contraband	
If no, Provide a summary statement:		
6.26	Orientation of New Employees.	
If no, Provide a summary statement:		
6.27	Staff Evaluations.	
If no, Provide a summary statement:		
6.28	Collaboration / Meetings.	
If no, Provide a summary statement:		
6.29	Jail Medical Plan and Nature of the Delivery System:	
If no, Provide a summary statement:		
6.30	Emergency Response/Disaster (comprehensive) Plan.	
If no, Provide a summary statement:		
6.31	Policies and Procedures.	
If no, Provide a summary statement:		
6.32	Reporting Requirements.	
If no, Provide a summary statement:		
6.33	Medical Records / Confidential Records / Record Retention.	



If no, Provide a summary statement:		
6.34	Data Conversion Plan	
If no, Provide a summary statement:		
6.35	Technology and Data Security Specifications	
If no, Provide a summary statement:		
6.36	Data, Data Security and Ownership Requirements	
If no, Provide a summary statement:		
6.37	Union County Property	
If no, Provide a summary statement:		
6.38	Inspection by Regulatory Agencies	
If no, Provide a summary statement:		
6.39	Quality Assurance Control Program.	
If no, Provide a summary statement:		
6.40	Failure to Provide Proper Quality Control	
If no, Provide a summary statement:		
6.41	Performance Work Statement:	
If no, Provide a summary statement:		
6.41.1	Statement of Performance Output / Output Services	
If no, Provide a summary statement:		
6.42	Contract Monitoring & Compliance With Contract Requirements	



If no, Provide a summary statement:		
6.43	Performance Evaluation Meetings	
If no, Provide a summary statement:		
6.44	Written Notice of Concern	
If no, Provide a summary statement:		
6.45	Issue Resolution Team (IRT) And Penalties Requirement	
If no, Provide a summary statement:		
6.46	Invoicing and Inspection of Services	
If no, Provide a summary statement:		
6.47	No Assignment	
If no, Provide a summary statement:		



**10 APPENDIX B – PROPOSAL SUBMISSION**  
**RFP 2024-033, Inmate Health Services**

**SUBMIT WITH PROPOSAL**

*This Proposal is submitted by:*

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

Representative Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

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

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

County/State/Zip: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

**It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-advertise this project. Proposal is valid for 120 days. Proposal is submitted by an executive of the company that has authority to contract with Union County, NC.**

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

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

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

Date: \_\_\_\_\_

**11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION**  
**RFP 2024-033, Inmate Health Services**

**SUBMIT WITH PROPOSAL**

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on [www.unioncountync.gov](http://www.unioncountync.gov) and/or <https://evp.nc.gov/solicitations/> It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

**I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.**

Company Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_






## 12 EXHIBIT A – JAIL MEDICAL PLAN

### RFP 2024-033, Inmate Health Services



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UNION COUNTY  
DETENTION CENTER  
MEDICAL PLAN  
2023

NUMBER: 4.01

RESCINDS: 1

SUBJECT: MEDICAL PLAN FOR THE UNION COUNTY DETENTION CENTER  
(Revision, October 8<sup>th</sup>, 2022; Approved, November 11<sup>st</sup>, 2022)

*Union County Detention Center Medical Plan 2022-2023*

REVISED: October 8<sup>th</sup>, 2022

ADOPTED: December 1<sup>st</sup>, 2022

APPLICABLE STANDARDS: (Prepared in conformity with N.C. General  
Statute 153A- 225(a) and N.C. Administrative Code IDA NCAC 14J .1001)



## 4.01: Written Medical Plan Required

### **POLICY STATEMENT:**

The Sheriff of Union County (Sheriff) will develop a written medical plan that is designed to protect the health and welfare of Detention Center inmates (N.C. General Statute 153A- 225(a) and N.C. Administrative Code IDA NCAC 14J .1001). The plan, at a minimum, will address serious medical, mental health, intellectual disabled, dental, and substance abuse needs of inmates. The plan will be reviewed annually by the Sheriff, Detention Center Provider and Union County Health Director, and adopted by the Union County Board of Commissioners.

### **SPECIFIC PROCEDURES: Content of Detention Center Medical Plan**

The Detention Center Medical Plan shall address, at a minimum, the following medical services:

- A. Health screening of inmates during intake;
- B. Routine medical care;
- C. Health Care Request;
- D. Non-emergency services;
- E. Emergency services;
- F. Mental health services;
- G. Substance abuse services;
- H. Dental care;
- I. Administration, administering and controlling medications;
- J. Handling suicidal inmates;
- K. Chronic illnesses and communicable diseases;
- L. Confidentiality of medical records;
- M. Privacy during medical examinations and conferences and
- N. Medical co-payments, if authorized.

The plan must provide inmates a daily opportunity to communicate their health care complaints to a health professional or officer and require that qualified health personnel be available to evaluate the medical needs of inmates.

The medical plan will prohibit inmates from performing medical functions at the Detention Center and require detention officers inform inmates about access to health care services.

### **Involvement of County Health Director and Board of Commissioners**

Pursuant to G.S. 153A-225(a) and IDA NCAC 14J .1001(e), and as directed by the Sheriff, the Detention Center Administrator will be responsible for the annual review of the facility Medical

Plan. Each policy and procedure of the plan will be reviewed annually and approved by the Sheriff and Health Director indicating review and approval of the



plan.

After the Union County Health Director has approved the plan, the Sheriff will request the Union County Board of Commissioners adopt the Detention Center Medical Plan during a formal Commissioner's meeting.

A copy of the facility's Medical Plan will be posted in the control room and in other conspicuous areas to afford officers access to the plan.

## **4.01-A: Health Screening of Inmates during Intake**

### **POLICY STATEMENT:**

It is the policy of the Union County Detention Center to conduct a health screening on every inmate during the intake process to determine if the inmate is in need of emergency medical care, or mental health services.

### **DEFINITIONS:**

*Screenings of Inmates:* A procedure for each newly-admitted inmate that combines visual observation of the inmate with an interview to obtain information about the inmate prior to the inmate's placement in the general population of the jail. See N.C. Jail Code 10A NCAC 14J .1002


### **SPECIFIC PROCEDURES:**

#### **Health Screening of newly admitted Inmates during intake**

All inmates will be screened during the booking process by Union County Detention Center staff utilizing an intake health screening form. The intake health screening form will be periodically reviewed and amended as necessary, for use by the Sheriff and the Union County Inmate Health Services Team (IHST). Specific questions are to be asked of each inmate concerning their past and current medical need(s) and the answers will be recorded on the form by the intake officer. The intake officer will also make visual observations of the inmate and record the inmate's apparent physical and mental condition. The inmate and the intake officer will sign the form acknowledging that the answers were those given by the inmate. A copy of the form will be placed in the inmate's medical file, reviewed by an IHST member, and followed up as deemed appropriate by an IHST member.

#### **Inmates needing immediate Medical Care**

If during the health screening process, an inmate is deemed to need medical or mental health care, the arresting officer will be required to transport the inmate to the local area hospital. The arrestee may be refused admittance to the Union County Detention Center by Detention Center Staff and/or an IHST member based on the arrestee's medical or mental health status.



If the arrestee has refused medical treatment at the local hospital emergency department, this will be documented by a hospital staff member. The arrestee will only be accepted by the Detention Center Staff with discharge instructions, or documentation that the inmate was discharged Against Medical Advice (“AMA”). The IHST staff member may still refuse the arrestee if their current medical needs are beyond the capabilities of the Detention Center Health Services. After admittance, the IHST will determine if the arrestee should be placed on Special Watch. In the event that emergency medical care is needed, EMS will be contacted following the procedures set forth in the Emergency Medical section of the Union County Detention Center Medical Plan.

In the event the Detention Center Health Services are unable to meet the medical needs of an inmate who has left the hospital AMA, the IHST member will contact the Jail Administrator or and Assistant Jail Administrator immediately to consider safekeeping options.

## **4.01-B: Qualified Medical Personnel**

### **POLICY STATEMENT:**

Qualified medical personnel will be available to evaluate inmate medical needs at all times.

### **DEFINITIONS:**

*Medical personnel:* A person or persons who provide medical care to inmates. This definition shall include all persons who provide medical or health care except for care provided for mental health needs. The list of persons included in this definition include but are not limited to: Physicians, Physician Assistants, Nurse Practitioners, Registered Nurses, and Licensed Practical Nurses.

*Mental health personnel:* A person or persons who provide mental health services to inmates. The list of persons included in this definition include but are not limited to: Psychiatrists, Psychologists, Registered Nurses, and Social Workers.


*Medical Provider:* A health care professional who can issue directives and write prescriptions to address inmate health needs. The list of persons included in this definition include but are not limited to: Physicians, Physician Assistants, and Nurse Practitioners.

### **SPECIFIC PROCEDURES:**

#### **24-Hours availability of Healthcare Personnel**

The IHST will provide 24-hour medical, emergency, dental and mental health screenings at the Union County Detention Center. A Medical Provider will be available for consultation 24 hours a day and will come to the facility as needed. A





licensed Nurse (LPN or RN) will be on-duty at the Detention Center or on call 24 hours a day to provide medical care.

### **Inmates prohibited from performing Medical Functions**

Inmates will not perform any function in or for the Medical Unit in the Detention Center, regardless of any license or certification the inmate may hold as per N.C. Jail Code 10A NCAC 14J .1001 (d).

### **Health Care Professional's Qualifications**

Health professionals who are hired under contract to provide medical services to the Union County Detention Center must have and maintain an active NC Professional License and be competent to provide those services.

### **Exclusive responsibility for Medical Decisions**

Health professionals who provide medical services at the Union County Detention Center will have the exclusive responsibility for medical decisions and services rendered to inmates in the custody of the Sheriff. At the same time, however, they will be subject to the same security requirements and procedures as detention officers and civilian staff.

## **4.01-C: Medical Care / Health Care Request**


### **POLICY STATEMENT:**

It is the policy of Union County Detention Center to provide each inmate with regular access to routine health care services from a qualified provider to screen, refer, and provide basic treatment for ongoing or emerging health care needs. Inmates will be provided an opportunity each day to communicate their medical needs to a health care professional or detention officer.

### **DEFINITION:**

*Health Care Request* is an organized method of receiving and being notified of, inmate health needs through a regularly scheduled triage session. It provides inmates with the opportunity to report a medical illness or other health need, and to receive diagnosis or treatment to alleviate the condition, if reasonably possible.

*Routine care*: Medical care that includes physical examinations, health screenings, diagnostic testing, and treatment for an illness, a medical condition, or a mental health condition that is not an emergency medical need



Serious medical need: Any medical need that has been diagnosed by health professional as mandating treatment or one that is so obvious that even a lay person would easily recognize the necessity for a medical professional's attention. *See Iko v. Shreve*, 535 F.3d 225, 241 (4th Cir. 2008)

## **SPECIFIC PROCEDURES:**

### **Inmates will be informed how to obtain Medical Care**

The Intake Officer, during the booking process, will inform the inmate of the procedure for obtaining medical care.

### **Officers will respond to Healthcare Needs**

Officers will respond to and take appropriate action when an inmate makes a health care request, including dental needs and mental health needs. If an IHST is unavailable to respond, the officer receiving the request will inform the Shift Supervisor of the reported medical need. The Shift Supervisor will evaluate the circumstances, notify the medical supervisor, and if necessary, make immediate arrangements for addressing the medical need as provided in the medical plan.

### **Inmates allowed to communicate daily Healthcare Needs**

Inmates will be provided an opportunity to communicate their health care needs daily verbally or by submitting a Health Care Request as per N.C. Jail Code 10A NCAC 14J .1001

(c) according to the following procedure:

- A. An inmate can submit a Health Care Request inquiry via KIOSK. If an inmate is illiterate or unable to submit a request, an officer will submit the request on the inmate's behalf.
- B. IHST will evaluate and respond to each Health Care Request. IHST will respond to Health Care Requests on a daily basis.
- C. All medical actions taken, will be documented and signed by a member of the ISHT. Health Care Requests and medical treatment will be kept and filed in the inmate's medical record.

### **IHST Management of Health Care Request**

IHST will conduct Health Care Requests on a regular and established schedule and will:

- A. Evaluate the inmate to the extent required to ascertain the nature of the need;
- B. Provide appropriate treatment consistent with standing or verbal orders issued by the appropriate Medical Provider;
- C. Schedule the inmate for further examination or treatment by the appropriate Medical Provider;

- D. Cordiant care for the inmate to receive consultations and/or treatment as ordered by the Detention Center Medical Provider.

The Shift Supervisor will assign an officer to move inmates, as necessary, to facilitate Health Care Requests. The officer will be responsible for safety, security and for handling inmate supervision while the inmate is receiving treatment from the IHST.

### **Review of Medical Health Care Request**

A Medical Provider will review Health Care Requests on a regular basis. Reviews may include:

- A. An examination of records.
- B. Evaluations and follow ups of the inmate, if necessary.
- C. Referrals made for routine schedule follow ups.

### **Detention Center Medical Provider and Specialists will be available**

A Medical Provider will be available to respond to inmate medical needs referred by IHST and officers. Other Medical Providers or Specialists will be available as needed. All serious medical needs of inmates will be met.

### **Medical Restricted Diets**

Inmates with medical, dietary needs will be placed on a restricted or special diet as ordered by the provider, to included food service meals and commissary food items.


### **Dental Care**

Dental care will only be provided by the facility when the inmate is in need of emergency dental care and treatment or a dentist has diagnosed a serious medical need for dental care. This care and treatment will be by a licensed dentist, and will be limited to medically necessary tooth extractions.

## **4.01-D: Emergency Medical Care**

### **POLICY STATEMENT:**

It is the policy of the Union County Detention Center to provide emergency medical care for inmates that is consistent with community standards of health care. Medical emergencies and serious medical needs will be reported to IHST immediately. IHST will respond promptly to all such requests. Until IHST is available, officers will render basic first aid services and other assistance. Inmates will not be escorted to the Detention Center clinic without the expressed permission of on-duty IHST. Basic first aid kits will be available at



various duty stations within the Detention Center.

## **DEFINITIONS:**

*Medical Emergency:* Any medical, mental health, dental, acute illness, or an unexpected health need that cannot be deferred until the next scheduled health care request clinic.

*Serious medical need:* Any medical need that has been diagnosed by health professional as mandating treatment or one that is so obvious that even a lay person would easily recognize the necessity for a medical professional's attention. *See Iko v. Shreve*, 535 F.3d 225, 241 (4th Cir. 2008)

## **SPECIFIC PROCEDURES:**

### **Emergency Medical Care**

Officers will notify IHST if an inmate states he or she is experiencing medical difficulties, and is requesting immediate medical care, or the officer observes the inmate to have a serious medical need. The Officer will inform IHST of the inmate's symptoms or complaint. IHST will evaluate the needs of the inmate and determine if the inmate should be seen immediately or enter a Health Care Request.

Officers are required to administer first aid (including CPR) without unnecessary delay.

### **Health Services Staff (IHST) will evaluate medical needs**


IHST will respond to any report of a medical emergency within the Union County Detention Center, evaluate the situation and render appropriate aid. Under normal circumstances, IHST will determine if local Emergency Medical Services Provider should be requested.

If an inmate is experiencing a medical emergency or complains of symptoms that indicate an emergency, a detention officer will notify IHST via emergency procedures.

The Detention Center Clinic is not equipped as an emergency room. Inmates will not be escorted or transported to the Detention Center Clinic without approval of the shift supervisor and knowledge of the IHST staff. When it involves a life threatening emergency, IHST will respond to the scene of the incident.

### **Emergency Dental Care**

In the event of a dental health emergency, the facility will provide emergency dental care and treatment. This care and treatment will be by a licensed dentist.

- 
- A. Should an officer detect a serious medical need relating to dental care or receive a Health Care Request from an inmate reporting that he/she is suffering from a serious medical need relating to dental care (e.g., severe swelling of the facial area or gums, broken or damaged teeth, severe pain), the officer will immediately contact the IHST and explain the inmate's symptoms so the IHST may determine whether and what treatment is appropriate.
  - B. Emergency dental procedures will be limited to emergency dental extractions only.

### **Activation of Emergency Medical Services (EMS)**

Any officer or staff member has the authority to request the local Emergency Medical Services (EMS) to be dispatched.

### **Master Control Operator will notify EMS**

If notified of an emergency health need or the need for EMS, the Master Control Operator will contact Union County Communications and request EMS. Whenever EMS is dispatched to the Detention Center, an officer will be assigned to stand by outside the facility until EMS arrives and escort them to the medical emergency.

### **Officer to accompany Inmate to Medical Facility**


Whenever an inmate is transported outside this facility, the Shift Supervisor will assign sufficient detention staff to assure the inmate's safety, security and custody is properly maintained.

An officer will remain with the inmate at all times and will maintain proper custody of the inmate. Whenever feasible, inmates will be handcuffed or otherwise restrained at all times. Restraints should not be removed except by specific order of Health Services Staff, and only if sufficient assistance is available to maintain secure custody of the inmate. If feasible, one type of hard restraint (handcuffs or leg restraints) should be maintained at all times. Officers will inform IHST of the possible consequences of removing restraints from offenders / persons experiencing psychological emergencies, and inmates who pose an escape risk.

### **First Aid Kits**

First responder kits will be placed in the command area and storage area between the four housing blocks. The Shift Supervisor will ensure that medical supplies are replaced after use.

### **Automatic External Defibrillator (AED)**



Automatic External Defibrillator (AED) is located in Master Control and a second AED is located in the Medical Clinic. Detention and IHST staff will maintain certifications necessary to perform Basic Life Support (BLS), which includes proper use of the AED.

#### **Notification of Detention Center Administrator**

The Detention Center Administrator or his / her designee shall be notified if an inmate is transferred to the hospital for a medical emergency.

#### **Escorting Officer with Discharge Instructions**

The officer accompanying an inmate for treatment shall return all health care related documents to IHST.

#### **No Fee for Emergency Medical Treatment**

An inmate will not be charged a co-payment fee for emergency medical treatment or officer initiated visit.

### **4.01-E: Mental Health Care**

#### **POLICY STATEMENT:**

The Union County Detention Center will provide treatment, services, and housing for inmates committed and confined in its facility who display or have been diagnosed as having mental health problems. In such cases, mental health care will be provided at no cost.


#### **DEFINITIONS:**

*Special inmates:* an inmate that includes a geriatric inmate, an inmate with a mental health disorder, developmental disability, intellectual disability, or substance use disorder, and an inmate with a physical disability.

*Mental health personnel:* A person or persons who provide mental health services to inmates. The list of persons included in this definition include but are not limited to: Psychiatrists, Psychologists, Registered Nurses, and Licensed Clinical Social Workers.

*Mental Health Disorder:* refers to a person with mental condition(s) to such an extent that he or she requires care and treatment for his or her own welfare or the welfare of others.





*Intellectual disability:* refers to a person with substantial sub-average general intellectual functioning that is associated with impairment in adaptive behavior.

*Mentally impaired inmate:* refers to an inmate who has *Mental Health Disorder(s) or Intellectual disability(s)*.

## **SPECIFIC PROCEDURES:**

### **Officers will ask Mental Health questions during intake**

Inmates committed to the Union County Detention Center shall be screened using the approved Mental Health Questionnaire required by Session Law 2007-323, Section 10.49(f) and make observations during intake in an effort to identify mentally impaired inmates who may not adapt well to a detention setting or who may be imminently dangerous to themselves or others. Officers will make contact with IHST to seek a referral. IHST shall collaborate with Local Management Entity (LME) to develop medical management procedures between Detention Center staff and mental health providers. Detention Center Staff will be trained to recognize signs of mental illness pursuant to Session Law 2007-323, Section 10.49(f).

Officers will observe inmates throughout their incarceration in an effort to identify possible mental health problems. If an inmate presents an imminent danger to self or others, Detention Center staff may take appropriate action to ensure the safety of inmates and staff (such as using restraints).

### **Inmates given daily opportunity to communicate Mental Health Needs.**


Inmates will have the opportunity each day to submit Mental Health Care Request inquiry via KIOSK or verbally to any officer or IHST. The IHST will review and follow up on Mental Health Care Request submitted via KIOSK or to an officer. The request and action taken will be documented in the inmate's medical file.

### **Mental Health Treatment**

Officers will respond to an inmate who has mental health need at any time and take appropriate action. If IHST are unavailable, the officer who receives the request will notify the Shift Supervisor who will evaluate the circumstances. If necessary, the Shift Supervisor will make immediate arrangements for intervention and / or evaluation.

### **Mental Health Screening**

On admission, the intake officer will evaluate each inmate with regard to



obvious signs of *Mental Health Disorder or Intellectual disability*. When an officer suspects an inmate is mentally impaired, they will contact IHST who will assess the situation and, if necessary, contact the on-call provider who will then determine necessary additional measures.

Additional diagnostic tests or examinations may be ordered. Pending this review, an inmate demonstrating signs of serious mental illness may be housed in a holding cell, medical cell or transported to a more appropriate facility.

### **Examples of Acute Mental Illness**

Officers should be alert to possible indicators of acute mental illness, including the following:

- A. Delusions of grandeur and/or persecution, with hallucinations or a constant attitude of suspicions and hostility;
- B. Intense anxiety or exaggerated levels of fear or panic in the absence of any danger;
- C. Inappropriate emotional responses, bizarre delusions or unpredictable, hollow giggling;
- D. Hallucinations such as hearing, seeing, tasting, or smelling something or someone that is not present at the moment;
- E. Extreme depression, withdrawal, neglect of hygiene and appearance, refusal to eat or leave the cell for long periods of time, or periods of uncontrollable crying; and,
- F. Exaggerated mood swings from elation and over activity to depression and under activity or a combination or alternation of these.


Inmates exhibiting unusual behavior shall be placed on Special Watch.

### **Crisis Intervention**

When an inmate exhibits behavior that is suicidal, homicidal or otherwise extremely inappropriate, the staff shall request a medical evaluation *see* N.C. Jail Code 10A NCAC 14J .0601 (c)

The IHST will evaluate the situation and, if necessary, contact the on-call provider. IHST will make recommendations concerning the monitoring, observation and handling of the inmate. In no case will these recommendations override safety and security considerations. Any question, regarding potential conflicts between medical recommendations and a compromise of facility security, will be resolved by the Detention Center Administrator or their designee.

### **No Fee for Mental Health Treatment**



An inmate will not be charged a fee for mental health treatment.

## **4.01-F: Acute Substance Dependency**

### **POLICY STATEMENT:**

The Union County Detention Center will provide treatment, services, and housing for all inmates committed and confined in its facility who display acute substance dependency.

### **SPECIFIC PROCEDURES:**

#### **Arresting Officers at Intake**

In the event an arrestee is suspected of ingesting or has entered any chemical substance into the body, administered Naloxone or other treatment to counteract or reverse the effects of any impairing substance, the arresting officer shall transport the arrestee to the local hospital for medical evaluation.

#### **Officer Will Screen Inmates upon Intake**

Inmates committed to the Union County Detention Center are questioned and observed during intake in efforts to identify persons who may be experiencing acute substance withdrawals.


#### **Inmate Will Have an Opportunity to Communicate Needs Daily**

Inmates will be provided an opportunity to communicate their health care needs daily verbally or by submitting a health care request according to the following procedure:

- A. An inmate can submit a Health Care Request inquiry via KIOSK. If an inmate is illiterate or unable to submit a request, an officer will submit the request on the inmate's behalf. ....
- B. An IHST will evaluate and respond to each health care request. IHST will respond to Health Care Requests on a daily basis.
- C. All medical action taken will be documented and signed by a member of the IHST. Health Care Requests and medical treatment, if indicated, will be kept and filed in the inmate's medical record.

#### **Substance Use Disorder Screening**

On admission, the intake officer will evaluate each inmate with regard to obvious signs of acute substance use or dependency. When an Officer suspects an inmate is a substance user or has a substance use disorder (SUD), they will contact IHST who will assess the situation and, if necessary, contact the on-



call provider, who will then determine necessary additional measures. Additional clinical tests or evaluations may be ordered. Pending this review, an inmate demonstrating signs of serious illness may be housed in a holding cell, designated medical housing or transported to a more appropriate facility. If an Inmate is currently enrolled in an opioid withdrawal treatment program, and is complying, this treatment will continue.

### **Examples of Substance Use Disorder or acute substance withdrawal**

Officers should be alert to possible indicators of acute substance withdrawal, including the following:

- A. Unconsciousness or semi-consciousness;
- B. Serious drug or alcohol induced intoxication;
- C. Intense anxiety or exaggerated levels of fear or panic in the absence of any real or present danger;
- D. Hallucinations such as hearing, seeing, tasting, or smelling something or someone that is not present at the moment;
- E. Other signs of symptom indicating the need for immediate medical care.
- F. Recent naloxone administration.

Inmates exhibiting unusual behavior may be placed on medical, mental health, suicide watch or withdrawal protocol. Inmates exhibiting serious medical needs or dangerous behaviors to themselves or others that appear to originate from substance use will be referred to IHST for evaluation.

### **Crisis Intervention**

When an inmate exhibits behavior that is suicidal, homicidal or otherwise extremely inappropriate, the staff shall request a medical evaluation. *See N.C. Jail Code 10A NCAC 14J .0601 (c)*

The IHST will evaluate the situation and, if necessary, contact the on-call provider. IHST will make recommendations concerning the monitoring, observation and handling of the inmate. In no case will these recommendations override safety and security considerations. Any question, regarding potential conflicts between medical recommendations and a compromise of facility security, will be resolved by the Detention Center Administrator or their designee.

### **No Fee for substance and chemical Treatment**

An inmate will not be charged a fee for mental health treatment.



## 4.01-G: Administration and Control of Medications

### **POLICY STATEMENT:**

A qualified health care professional will administer inmate medications in a timely manner and in accordance with orders issued by the prescribing provider. A detention officer will accompany the IHST during medication administration for the purpose of supervising inmates and maintaining order and safety.

### **SPECIFIC PROCEDURES:**

#### **Safe and Secure Storage of Medications**

Medications will be secured in the medical area and will be inaccessible to inmates and non- health services staff. When necessary, the Detention Center Provider may authorize an inmate to carry and possess certain medications while incarcerated. Inmates authorized to carry and possess medication within their own housing unit must carry a written approval signed by the IHST, authorizing possession of the medication.

When being administered, all medications will remain under the exclusive care and control of IHST. Medication and/or unlocked medication carts will not be left unattended at any time.

#### **Inmates not allowed to administer Medications**

No inmate will assist with or otherwise participate in any way with administering medications.


#### **Receiving Inmates with Medications**

The receiving intake officer will confiscate all medications from incoming inmates. The medications will be inventoried and stored as per IHST medication storage policy.

#### **Detention Center Health Services (IHST) will Administer Medication**

Medications will be administered according to a schedule approved by the Detention Center Provider. A member of the IHST will administer all medications. An officer will accompany IHST during any medication administration.

Medication will be administered as prescribed by the provider. The inmate is required to take the medication immediately and in the IHST presence. The



officer will remain with the IHST at all times and will observe the inmate closely enough to ensure that the medication is being taken.

### **Administering Medications to Aggressive or Assaultive Inmates**

The Union County Detention Center Staff in conjunction with the IHST will establish an individual process for administration of medications to inmates who may display behaviors which are aggressive or assaultive.

### **Releasing Inmates with Medications**

If an inmate admitted to the Detention Center has medication in their possession, that medication shall be placed in the custody of the IHST. Upon release the inmate will sign a receipt acknowledging the return of medication. This form will be provided by IHST, which will be filed in his inmate medical record.

## **4.01-H: Potentially Suicidal Inmates**

### **POLICY STATEMENT:**

Officers and IHST will be trained to recognize the signs of a potentially suicidal inmate and to respond to their needs as required. Officers of the Union County Detention Center will be watchful for signs of suicide among inmates and will intervene directly, when possible, in suicide threats or actions. Under the condition of a suicide watch, inmates are placed on a supervision regiment intended to reasonably protect the individual.

### **DEFINITIONS:**


*Suicide*: the act or an instance of a person voluntarily and intentionally taking his or her own life.

*Self-destructive Behavior*: The act of intentionally causing serious injury to oneself; (such as repeatedly striking their own head against a concrete wall or steel doors).

*Special Watch Rounds*: an in-person check of an inmate by an officer at time intervals described more specifically in the N.C Jail Code 10A NCAC 14J .0601 (c).

### **SPECIFIC PROCEDURES:**

#### **Screening of Inmates**



All inmates will be screened during the booking process for their potential risk of suicide. The Booking Officer will ask a set of standardized questions listed on the *Brief Jail Mental Health Screen*, developed by Policy Research Associates, Inc. © (2005), funded by the National Institute of Justice. The Booking Officer will sign the form and will request the signature of the inmate. A copy of the form will be forwarded to IHST for review and will be placed in the inmate's medical file and followed up as deemed appropriate by IHST. IHST will further screen the inmate for risk of suicide during the health screening process.

### **Officers will report Suicidal, Self-Destructive or Homicidal Behavior**

When an inmate exhibits behavior that is suicidal, homicidal or otherwise extremely inappropriate, the staff should request a medical evaluation. As a result of this evaluation the inmate may be placed on special watch. Under the condition of a special watch, inmates are placed on a supervision regiment intended to reasonably protect the individual from self- destruction.


The IHST will evaluate the situation and, if necessary, contact the on-call provider. IHST will make recommendations concerning the monitoring, observation and handling of the inmate. In no case will these recommendations override safety and security considerations. Any question, regarding potential conflicts between medical recommendations and a compromise of facility security, will be resolved by the Detention Center Administrator or their designee.

Once a medical or psychiatric evaluation is completed, IHST will notify the Detention Staff Supervisor if changes in the normal watch procedure are required or recommended. The recommendations of the medical professional will be followed for the period indicated.

Officers and detention staff will be alert to possible indicators of potentially suicidal inmates, by such things as:

- A. Past history of suicide attempts;
- B. Observed behavior and verbal discussion of suicide during the admission process;
- C. Active discussion of suicide plans;
- D. Sudden drastic change in eating, sleeping, or other personal habits;
- E. Recent crisis in personal events, such as extended or life sentencing;
- F. Loss of interest in activities or relationships the inmate had previously engaged in;
- G. Depression, which might be revealed by crying, withdrawal, insomnia, variations in moods, and lethargy (abnormal drowsiness);
- H. Giving away personal property;
- I. Signs of serious mental health problems such as paranoid delusions or hallucinations.

### **Considerations for Special Watch**



The following inmates will be placed on Special Watch:

- A. An inmate with a medical record maintained and preserved by the jail that indicates the inmate has attempted suicide at a previous time, unless the inmate is seen by a physician who determines a special watch is not needed.
- B. An inmate who reports a previous suicide attempt or threatens to commit suicide during their initial screening upon admission, unless the inmate is seen by a physician who determines a special watch is not needed.
- C. An inmate who has been assigned to special watch by medical or mental health personnel of the jail or an officer.
- D. An inmate who displays any of the following behavior:
  - 1. Physically hitting or trying to hit an officer;
  - 2. Verbal abuse of other people;
  - 3. Threatening other people, or threatening to or engaging in self-injury;
  - 4. Screaming, crying, laughing uncontrollably, or refusing to talk; and
- E. An inmate who is intoxicated by alcohol or drug use as determined at intake by one of the following:
  - 1. A blood alcohol content level of .15 or greater as measured;
  - 2. Exhibits use of slurred speech; or
  - 3. Exhibits the inability to control body movement.

## **4.01-I: Communicable Diseases**


### **POLICY STATEMENT:**

The Union County Detention Center will operate in a manner that protects the health and safety and welfare of all staff and inmates and will take reasonable steps to prevent the spread of communicable diseases and will provide medical evaluation and care to inmates suspected of having a communicable disease. Inmates with a known communicable disease will be isolated, if it is reasonably necessary, to protect the inmate's health or the health of others. The Union County Sheriff's Office and Detention Center will provide training on the causes and methods of transmissions of various communicable diseases. The education will emphasize the use of universal safety precautions for preventing the spread of such diseases including blood borne pathogens. The Union County Detention Center will take special care to preserve the confidentiality of information regarding inmates with communicable diseases.

### **DEFINITIONS:**

*Bloodborne Pathogens:* Pathogenic microorganisms that are present in human blood and body fluids which can cause disease in humans. These pathogens





include, but are not limited to, hepatitis B, hepatitis C, and human immunodeficiency viruses.

*Blood and Body Fluids:* Blood, semen, cervical secretions, saliva, urine, vomit, and breast milk.

*Universal Precautions:* Infection control procedures, which should be taken to prevent transmitting infections. These procedures include wearing gloves when coming into contact with or handling blood or body fluids. These precautions are necessary with all persons since their status may not be known.

## **DISCUSSION:**

North Carolina General Statute (N.C.G.S.) 153A-225(a) (1) requires the medical plan to address the handling of inmates with known communicable diseases. 10A NCAC 14J.1003 requires each Detention Center to “separate inmates who require medical isolation from other inmates, either by housing them in a separate area of the detention center or by transferring them to another facility.” Federal law, state law and public health regulations must be obeyed.

## **SPECIFIC PROCEDURES:**

### **Preliminary Health Screening Form during intake**

If the inmate indicates that he/she has a communicable disease, the Booking Officer will instruct the inmate to report the medical condition to IHST during the health screening. If the Booking Officer believes, based on his/her own observation, that the inmate may have a communicable disease, the Booking Officer will confidentially notify IHST as soon as possible.

Common symptoms of communicable diseases may include:


Persistent tiredness weight loss cough

fever Diarrhea/vomiting night sweats

swollen glands

### **Confidentiality Requirements**

The Booking Officer must maintain the confidentiality of information obtained, from any person, during the preliminary health screening concerning communicable disease. Any information or records will be kept strictly confidential including medical records that might identify an inmate as having a communicable disease. Information will only be shared with IHST or



detention staff chain of command, as needed, for the inmate's access to treatment or unique health care accommodations. Public health regulations authorize a local Health Department Director to notify the Sheriff if an inmate has reportable communicable diseases. The unauthorized release of information about an inmate's medical status may result in disciplinary action.

### **Testing for Communicable Diseases**

An inmate may request a communicable disease test through regular Health Care Request procedures with IHST. The inmate will be charged the medical copayment under these circumstances unless the testing meets the parameters as set forth in the N.C. Communicable Disease Testing Guidelines. The inmates will be notified of the results and the inmate will be provided appropriate post-test counseling by IHST and/or referred to an infectious disease clinic. The counseling will be documented. IHST will inform all known infected inmates that they should follow NC state mandated control measures.

IHST provider may request an inmate to be tested for a communicable disease if, in the provider's reasonable medical judgment, the test is necessary for the inmate's appropriate medical treatment. Still, the inmate cannot be tested without his/her informed consent.


### **COVID-19: Operational Preparedness, Prevention and Management**

UC Jail administrators and IHST, in partnership with UC Public Health, follow the CDC and NCDHHS interim guidance on management of COVID-19 in correctional and detention facilities is provided by the IHST at no cost to the inmate. Additionally, COVID-19 vaccinations are made available to inmates on a routine basis.

### **Testing following significant risk of exposure**

Union County Blood borne Pathogen Exposure Control Plan shall be followed in the event of an exposure. The policy is located on County Connect in the Risk Management section.

An officer or inmate who has been exposed to blood or body fluids of an inmate should wash the exposed area with soap and water as soon as possible after the exposure. Outer garments should be removed in as close proximity to the exposure site as possible, handled as little as possible and placed in a Biohazard bag. (Please see the Blood-borne Pathogen Exposure Control Plan on County Connect for more information on this procedure.)



The officer will notify his/her supervisor immediately and complete a Detention Center incident report as soon as feasible after being exposed to any blood or body fluids, outlining the facts and circumstances of the incident. This report will be forwarded to the Detention Center Administrator by chain of command. The Designated Exposure Control Officer for our Union County Sheriff's Office will be notified to assist the officer in any way possible.

The officer will complete a worker's compensation report within 24 hours of the incident. If an officer is not physically able to complete the report, his supervisor will complete the report.

The officer will complete a Union County Blood-borne Pathogen Incident Report/Provider's written documentation of opinion. These reports will be stored in the employee's confidential medical file after completion by the Provider and Supervisor.


Any other person, not an employee of Union County, exposed to blood or body fluids of an inmate will be encouraged to consult with their private provider, an emergency room, or urgent care immediately. Documentation of this action, including date and time, should occur.

### **Housing and Classification for inmates suspected of having Communicable Diseases**

The Booking Officer will consider relevant security factors in housing newly admitted inmates, including those inmates with a communicable disease:

- A. Inmates who are infected with a communicable disease but are asymptomatic may be placed into medical segregation (quarantine) when necessary to protect or promote their health or the health of others. IHST will determine if an inmate should be segregated.
- B. Inmates with a communicable disease who are symptomatic or contagious will be housed in medical segregation (isolation) or transferred to another correctional facility, pursuant to a court order authorizing transfer. This includes inmates with blood borne pathogen infections and who are violent, sexually active, or engage in other high-risk behavior. The inmate will immediately be placed in medical segregation pending transfer.
- C. Inmates with a communicable disease or under evaluation in administrative or medial segregation will have reasonable access to all privileges available to other inmates including attorney visits, chaplain visits, commissary, social visitation, mail privileges, and other programs.

### **Communicable Disease Reporting Requirements**



IHST or the facility conducting the communicable disease testing is responsible for reporting positive labs to the local health department as required by state law.

### **Detention for Communicable Diseases**

In accordance with N.C.G.S. 15A-534.3, if a judicial official conducting an initial appearance or first appearance hearing finds probable cause that an individual had a nonsexual exposure to the defendant in a manner that poses a significant risk of transmission of the AIDS virus or Hepatitis B by such defendant, the judicial official shall order the defendant to be detained for a reasonable period of time, not to exceed 24 hours, for investigation by public health officials and for testing for AIDS virus infection and Hepatitis B infection if required by public health officials pursuant to G.S. 130A-144 and G.S. 130A-148. (1989, c. 499, s 1; 2009-501, s.1.)

The purpose of the detention is to provide time for public health officials to conduct an investigation and for HIV or Hepatitis B testing if required by them. Judicial officials do not have the authority to order HIV or Hepatitis B testing, but only to detain the individual for investigation by public health officials who will determine if testing is required. Public health officials will follow the administrative codes that direct testing for blood borne pathogen exposure:

10A NCAC 41A.0202 (4) (a) (i)


10A NCAC 41A.0203 (b) (4) (a)

10A NCAC 41A.0214 (4) (a)

IHST will notify Union County Division of Public Health officials if a defendant is being detained for evaluation and possible testing for blood borne pathogens.

- A. Since the detention is for 24 hours maximum, IHST should notify health department officials as soon as possible.
- B. Public health officials will have reasonable access to the defendant upon their request.
- C. The defendant will be released after 24 hours whether the Union County Division of Public Health has responded to the notification or not.
- D. IHST and Detention staff will refer all questions concerning a defendant's medical status to the Union County Division of Public Health.

### **Detention Center Health Services Release of Inmate's Communicable Disease Status**



Under the following circumstances, IHST is permitted to release an inmate's communicable disease status:

- A. Release is made to health care personnel who are providing medical care to the inmate.
- B. Release is made with the inmate's written consent or the written consent of the inmate's guardian.
- C. Release is made pursuant to a subpoena or court order.
- D. Release is otherwise authorized by G.S. 130A-143 for treatment, payment or healthcare operations or by regulations adopted by the Commission for Public Health.

### **Inmate participation in Programs**

Inmates with communicable diseases and have been medically cleared/noncontagious have the same access to facility programs and services as other inmates. These inmates have the same visitation and recreational privileges as other inmates house in the same housing unit under the same classification level.

Detention staff will give consideration to all inmates when making work assignments or reviewing inmates for Inmate Worker status. Candidates for inmate Worker will be reviewed on a case-by-case basis under set requirements. An inmate with a communicable disease who has been medically cleared/noncontagious may not be refused Inmate Worker status based solely on his/her medical condition. However, those inmates may be refused if the basis for the refusal is unreasonable fear among other inmates or other legitimate penological concerns.


Inmates with communicable diseases may be denied access to facility programs or services if the IHST Provider determines that such restrictions are necessary to protect the inmate's health or the health of others.

### **Transfer of Inmate(s) with known Communicable Disease to Other Sheriff Office or the NC Department of Corrections**

If a known inmate with a communicable disease is transferred to another Sheriff Office or the NC Department of Corrections, IHST will notify the medical department of that sheriff office or the Director of Health Services for the Division of Prisons and the prison facility administrator of the inmate's status.

### **Safety Equipment**

As stated in the Union County Blood-borne Pathogen Exposure Control Plan,



the Detention Center will make the following personal protective equipment available for use by Detention staff:

- A. Disposable latex or nitrile gloves
- B. Pocket masks with one-way valves for CPR and/or Ambu-Bags
- C. Coveralls, shoe covers and protective eyewear
- D. Puncture-resistant containers for holding sharp objects
- E. Disposable paper towels and cleaning supplies
- F. Plastic bags labeled as containers for bio-hazardous waste

### **Universal Safety Precautions**

Detention Center staff will wear person protective equipment (PPE) including disposable gloves, surgical masks or goggles that is appropriate for the situation when they reasonably expect to come into contact with blood/body fluids, spurting or splashing blood, if they have time under the circumstances.

Once gloves or other PPE have been used, they will be thrown away immediately before any other task is performed and hand hygiene will be performed as instructed in the Union County Exposure Control Plan.

Detention Center staff who come into contact with blood or body fluids will wash the affected area thoroughly with warm water and soap as soon as possible after the contact.

Detention Center staff will protect against possible infection by covering cuts, open sores, or breaks in their skin with water-resistant bandages.

Detention Center staff will place all contaminated clothing, bedding, or other items that may be cleaned and reused into plastic bags that are marked clearly as contaminated materials (biohazard). Normal laundry and dry cleaning procedures are adequate to decontaminate clothing, bedding, and other washable items. Contaminated clothing will be washed at the Detention Center. Employees are prohibited from taking contaminated clothing home to be washed.

Officers will wear disposable gloves whenever they engage in the following activities:

- A. Conducting cell searches
- B. Conducting searches of inmates
- C. Handling disruptive inmates whenever possible
- D. Any other activity likely to result in exposure to blood and body fluids.

Officers will exercise caution to avoid cuts or punctures with sharp objects including knives, razors, and hypodermic needles by adhering to the



following:

- A. Officers searching cells shall avoid putting their hands into places they cannot visually inspect. Flashlights and mirrors will be used to assist in searching such places.
- B. Sharp objects will be placed into a puncture-resistant container for storage and disposal.

Officers will wear gloves and use a disinfectant solution when cleaning areas or surfaces contaminated with blood and/or body fluids.

- A. A ratio of 1:10 solution of household bleach and water (1 part bleach to 10 parts water) may be used for cleaning objects or areas contaminated with blood or body fluids. The solution should be labeled with mix date and expiration date of 30 days.
- B. All contaminated trash and sharp containers will be properly marked to identify the contents and be placed in the designated “Biohazard Storage Room” for pickup by the designated company.
- C. Mattresses and pillows shall be sanitized with a sanitizing solution or a hospital grade disinfectant as required by state standards.
- D. Contaminated disposable materials will be treated as infectious waste and disposed of in Bio-Waste containers.

### **Cleaning Cells**


If physically able, all inmates will be responsible for routine cleaning of their own cells, according to standard procedure. If the inmate is unable to clean his own cell, the cell will be cleaned by an inmate under the supervision of an officer.

When an inmate leaves the Detention Center, the cell and its furnishings, including both sides of the mattress, will be cleaned according to standard procedures and disinfected with a 1:10 solution of household bleach and water solution (1 part bleach to 10 parts water). The solution should be labeled with mix date and expiration date of 30 days. Inmates will wear gloves for these cleaning procedures.

### **Laundry**

If clothing or linens are contaminated with blood or other body fluids, those items may be placed in special water-soluble bags for laundering or disposed of in accordance with local or state health regulations. Clothing or facility linens that have not been contaminated will be laundered according to usual laundry procedures. Inmates assigned to the laundry will wear gloves when handling all unwashed laundry.

Uniforms that have become contaminated with blood or body fluids will be removed and cleaned as soon as possible. The Detention Center laundry will



launder all contaminated clothing. Officers will not take contaminated clothing home to be washed. If skin under the uniform has been contaminated, it should be washed thoroughly. Blood and body fluids on clothing and unbroken skin are not normally considered to be a blood borne pathogen exposure.

### **CPR with Communicable Disease**

If CPR is required, those involved should use an Ambu-bag or a pocket mask with a one-way valve whenever possible. These devices reduce the risk of transmitting infectious diseases. Contact with saliva during CPR does not present a significant risk of transmitting blood borne pathogens.

Refusal by Detention staff to provide emergency care, including CPR, to an inmate may result in disciplinary action.

### **Employee Training**

The Union County Sheriff's Office will provide new employees with Blood borne Pathogen policy training within ten (10) days of beginning work, normally on the first day of work during to Union County Detention Center Orientation. This training will familiarize officers with their legal responsibilities and the operational procedures of the Union County Detention Center as they relate to blood borne pathogens and other communicable diseases.

Officers will receive periodic training containing current information concerning blood borne pathogens and other communicable diseases.

## **4.01-J: Maintenance and Confidentiality of Medical Records**


### **POLICY STATEMENT:**

The medical records of inmates at the Union County Detention Center will be kept confidential as required by law. The records will be stored securely and maintained separately from confinement records, and access to medical records will be controlled and limited. These records will be stored and maintained by IHST in the Medical Office. When the medical records are not in active use, they will be filed in a manner inaccessible to unauthorized personnel.

### **DEFINITIONS:**

*Medical Record:* A confidential record of medical problems, examinations, diagnoses, and treatments maintained on each inmate who receives health





services through the UCJ.

## **DISCUSSION:**

NC State Detention Center Standards 10A NCAC 14J .1001(b) (6) provides "the medical plan for each Detention Center must address the maintenance and confidentiality of medical records." NC State Detention Center Standards 10A NCAC 14J .0101(25) defines a "medical record" as "a record of medical problems, examinations, diagnosis and treatments." NC State Detention Center Standards 10A NCAC 14J .1002 says that health screening forms "shall be reviewed for the presence of confidential information which cannot be made available to Detention Center officers.

## **SPECIFIC PROCEDURES:**

### **Inmate to have medical chart**

A chart will be created for an inmate whenever the inmate is evaluated or treated by a healthcare professional.


### **Contents of Medical Records**

Medical records include, but are not necessarily limited to, the following:

- A. Copy of a completed health screening form;
- B. Medical findings, evaluations, treatments, medications and dispositions;
  
- C. Completed records of administered medications;
- D. Reports of laboratory, X-ray, and diagnostic studies;
- E. Progress notes;
- F. Consent and refusal forms;
- G. Release of information forms;
- H. Discharge summary of hospitalizations;
- I. Special treatment plans, including prescribed diet;
- J. Place, date and time of each encounter with a medical professional;
- K. The legible signature and title of each document.

### **Repository of Medical Records**

The medical records of inmates will be kept confidential, and they will be stored separately from their confinement records. The Union County Sheriff's Office shall maintain all inmate health records in accordance with this policy. The Union County Sheriff's Office in conjunction with IHST will maintain strict control of all inmate medical records. The UCSO in conjunction with IHST shall have access and control of the records and ensure confidentiality as



required by law. All persons employed by the UCSO or the Union County Division of Public Health, who have access to confidential inmate health records will maintain the confidentiality of those records, at all time and shall not permit unauthorized access to them.

N.C.G.S. 153A-222 allows Detention Center inspectors with the North Carolina Detention Center and Detention Division to examine an inmate's medical record unless the inmate objects in writing. The inmate must be informed in writing of his right to object before an inspector can examine the record. If the inmate objects in writing, the inspector(s) will not be allowed to view the inmate's confidential medical record. Furthermore, “any confidential or privileged information received from review of records or interviews shall be kept confidential by the Department and not disclosed without written authorization of the inmate or legal representative, or unless disclosure is ordered by a court of competent jurisdiction.”

### **Transfer of Inmate Medical Record**

If an inmate is transferred to a county or regional detention facility in North Carolina, IHST will provide the transporting officer with copies of the inmate's medical records to deliver to the receiving detention facility. Treating health care providers may share confidential medical information to ensure continuity of medical care.

### **Inmates Requesting their own Medical Records**

As patients, inmates are authorized to have copies of their confidential medical records, and copies of the records shall be provided to an inmate upon request and completion of a medical records release form.

Copies of inmate health records may be redacted before being given to the inmate, if necessary to protect the security and integrity of the UCJ. Redaction of inmate medical records may be done only with the authorization of the Jail Administrator, after consultation with the IHST and Legal Counsel, and the reason for any redaction will be clearly noted.

The inmate will be allowed one copy of their medical record at no cost per incarceration. The second and subsequent copies will be at a cost of \$0.10 per page.

### **Retention of Inmate Medical Records**

The medical records of an inmate will be retained for 5 (five) years after the inmate's last release.

## **4.01-K: Privacy during Medical Examinations**



**POLICY STATEMENT:**

It is the policy of the Union County Detention Center to conduct medical examinations and interviews in a confidential and private setting. Safety and security will not be jeopardized at any time.

**SPECIFIC PROCEDURES:**

**Inmate Privacy**

Inmates will be provided with a confidential and private setting while being examined, treated or interviewed by IHST or other Health Services staff. Officers will provide sufficient privacy during the exam or interview so the inmate will feel free to discuss any medical problem. Safety and security will remain the first priority and will not be jeopardized at any time.

**4.01-L: Medical Co-Payments**

**POLICY STATEMENT:**

**NC G.S. § 153A-225. Medical care of prisoners**


Inmates receiving self-initiated, non-emergency medical care, including dental care will be assessed a \$20.00 co-payment for each service or visit. Inmates will be assessed a \$10.00 co- payment for each prescription drug. Inmates receiving maintenance prescription drugs will be assessed a one-time \$10.00 co-payment per incarceration, per medication. These fees will be charged against the inmate’s trust fund account. No inmate will be denied medical care, including dental and mental health care, because of an inability to pay. No co-payment fee will be assessed for emergency care, substance abuse treatment, mental health care, and prenatal care, laboratory tests ordered by IHST, routine physicals, follow-up visits, and psychiatric medications.

**DEFINITIONS:**

A medical emergency is any medical, mental health, dental, acute illness, or an unexpected health need that cannot be deferred until the next scheduled health care request clinic

A medical non-emergency is any medical event that does not require immediate medical intervention.

**SPECIFIC PROCEDURES:**



Inmates will be notified of medical and prescription drug co-payment fees.

Inmates may be notified and obtain information of co-payment fee amounts and their assessment in the following ways:

- A. Via a KIOSK message or;
- B. Inmates can review the Union County Detention Center Medical Plan via KIOSK, which contains information concerning the co-payment fees or;
- C. Informed of the co-payment fees by IHST during the initial intake screening interview or;
- D. Posted informational signage located in the screening office and clinic or;
- E. Health Care request inquiries will include a notice informing inmates of a co-payment fee for non-emergency care or;
- F. Assessed co-payment fee(s), are reviewable via KIOSK.

Unless, there is some compelling evidence to believe otherwise, IHST and officers will presume that all inmates are aware of the medical and prescription drug co-payment fees.


### **Indigent Inmates will not be denied Medical Care**

No inmate will be denied medical care because they cannot afford a co-payment. Indigent inmates will be provided emergency and non-emergency medical services, including mental health and dental services, without regard to the ability to pay.

No co-payment will be charged for free services.

No co-payment fee will be assessed for the following medical services:

- A. Initial intake health screening;
- B. Communicable Disease tests;
- C. Over-the-counter medicine administered by the IHST;
- D. Pre-existing condition follow-ups;
- E. Emergency care (medical, mental health)
- F. Mental health services;
- G. Dental follow-up services;
- H. Acute Substance Dependency;
- I. Medical equipment or supplies prescribed by the IHST;
- J. Pre-natal care;
- K. Laboratory tests ordered by the Detention Center Health Services;
- L. Annual physical exam;
- M. Any physical examination or test required for inmate worker status;
- N. Any inmate work-related injury; or
- O. Medical services (including dental services) referred by IHST to



another professional health care provider outside of the Union County Detention Center.

### **Self-Initiated, non-emergency Medical Services requiring Co-Payment Fee**

Co-payment fees will be assessed for self-initiated, non-emergency medical care, dental care including Health Care Request, interviews or treatments provided by IHST. If the inmate is escorted to the clinic based on a submitted Health Care Request and refuses medical services for any reason, the inmate will be assessed a co-payment fee. An inmate will not be assessed a medical fee if they submit a Health Care Request and later refuses that medical visit based on a previous Health Care Request.

### **Detention Center Health Services (IHST) will Determine Payment of Fee**

IHST will evaluate each situation on a case-by-case basis and will determine if an inmate will be assessed a co-payment fee. No fee will be assessed for any emergency or free service. (See above.) Inmates may appeal a co-payment fee through the inmate grievance system.

No fee will be assessed until services have been rendered. IHST will charge co-payment fees against the inmate's trust fund account. The account will be debited even if there are insufficient funds to pay the co-payment fee. An inmate may run a negative balance for co-payment fees on their current incarceration. If funds are deposited into the account during the current incarceration payment fee may be recovered. The inmate will be able to review the co-payment that is deducted via KIOSK.

## **4.01-M: Exercise**

### **POLICY STATEMENT:**

It is the policy of the Union County Detention Center to provide exercise pursuant to 10A NCAC 14J .1004.

### **SPECIFIC PROCEDURES:**

#### **Exercise**

“After the fourteenth consecutive day of confinement, each inmate shall be provided opportunities for physical exercise at least three days weekly for a period of one hour each of the days. Physical exercise shall take place either in the confinement unit if it provides adequate space or in a separate area of the Detention Center that provides adequate space. The opportunity for physical exercise shall be documented” (10A NCAC 14J .1004).



## **4.01-N: Inmate Intake/Release Controlled Substance Count and Securement**

### **POLICY STATEMENT:**

Controlled substance medication (prescribed) that is the personal property of an inmate will be counted and verified by Intake Officer, On Duty Jail Supervisor, Registered Nurse or Licensed Practical Nurse upon entering the Union County Jail. All prescribed controlled substances will be stored in a secure location in the medical office where they will be inaccessible to inmates and detention staff. Storage will be carried out according to guidance provided in Union County Detention Center Medical Plan section 4.01 G

### **PURPOSE:**

Ensure chain of custody of controlled substances that are inmate's personal property. Compliance with Union County Detention Center Medical Plan 4.01 G

### **SPECIFIC PROCEDURES:**

Criteria for Inmate Health Staff to secure inmate's personal property controlled substance:


Medication must be labeled with a prescription label that includes the inmate's name, name of the medication and expiration date.

Inmate Health Staff are unable to hold medications for an inmate that do not meet the above criteria and will be discarded/destroyed according to the guidance provided by North Carolina Department of Health and Human Services and United States Drug Enforcement Administration.

#### **Receiving and storage of controlled substance**

When controlled substances enter the intoxilyzer hallway the Intake Officer will notify the Inmate Health Nurse there are controlled substance to be counted.

Once the medication has been counted, the Intake Officer will notify squad Supervisor for verification of count and witness the placement of medication in a sealed numbered bag. Squad Supervisor and Inmate Health Nurse will



sign the bag.

The Inmate Health Nurse will place a “Hold” in JMS and enter a note stating “Patient has medication in medical with bag# (type number) verified by (Nurse Name and Squad Supervisor name).

Controlled Substances will be placed in the locked controlled substance drawer and remain locked at all times.

The top portion of the sealed bag with tracking number will be taped to the original Controlled Substance Count sheet.

The original Controlled Substance Count sheet will be placed in the controlled substance count logbook and will be verified that the sealed bag and matching tracking numbers is intact at the beginning and end of each shift by (2) nurses.

### **Released to Home**

When the inmate is being released to go home the Releasing Officer will notify the Inmate Health Nurse to bring the inmate’s controlled substance to Inmate Release.

In Inmate Release, the Releasing Officer and Inmate Health Nurse will verify tracking numbers and open the bag, verify and sign the Controlled Substance Count sheet.

Releasing Officer will take the controlled substance and walk the inmate out of the building and turn over to the released inmate.

The original Controlled Substance Count sheet will be placed in the inmate’s medical chart as a permanent record.

### **Released to Other Agency**

When the inmate is being release and being transported to another facility, the Releasing Officer will notify the Inmate Health Nurse to bring the inmate’s controlled substance to Inmate Release.

In Inmate Release, the Union County Sheriff’s Office Transportation Officer or Other Facility Transportation Officer and Inmate Health Nurse will verify tracking numbers, open the bag, verify and sign the original Controlled Substance Count sheet.

The original Controlled Substance Count sheet will be placed in the



inmate's medical chart as a permanent record.

Squad Supervisor and Union County Sheriff's Office Transportation Officer or Other Facility Transportation Officer will reseal the controlled substance in a new bag, verify tracking numbers and sign bag.



# 13 EXHIBIT B: UCDC INMATE HEALTH SERVICE DATA, AVG ANNUAL ADP 2020-2023, AND EXTERNAL MEDICAL EXPENSES

Inmate Health Services For Fiscal Years 2021-2023																			
	AM Bookings 7A-7P	AM Screenings 7A-7P	PM Bookings 7P-7A	PM Screenings 7P-7A	AM Meds	PM Meds	AM Sick Calls	PM Sick Calls	AM MH Sick Calls	PM MH Sick Calls	V/S	W/D Monitoring	DUI Labs	Adv Prac Provider Seen	Adv Prac Provider Review	Psychiatrist New	Psychiatrist Existing	Psychiatrist Review	COVID-19 Screenings Testing
FY21 - FY23 Cumulative Avg Monthly Services	210	71	179	154	2315	2820	106	62	16	9	397	117	6	17	163	14	15	25	332
Inmate Health Fiscal Year 2022-2023																			
Month	AM Bookings 7A-7P	AM Screenings 7A-7P	PM Bookings 7P-7A	PM Screenings 7P-7A	AM Meds	PM Meds	AM Sick Calls	PM Sick Calls	AM MH Sick Calls	PM MH Sick Calls	V/S	W/D Monitoring	DUI Labs	Adv Prac Provider Seen	Adv Prac Provider Review	Psychiatrist New	Psychiatrist Existing	Psychiatrist Review	COVID-19 Screenings Testing
Jul-22	193	67	158	162	2644	3027	106	71	30	11	430	139	8	7	227	9	18	27	292
Aug-22	204	81	173	141	2491	3054	102	52	23	14	494	145	5	19	252	5	9	14	0
Sep-22	189	72	166	133	2390	2909	120	41	24	14	450	104	10	24	141	18	13	29	5
Oct-22	204	70	190	173	2443	3073	212	150	25	8	628	102	8	22	91	15	8	23	87
Nov-22	218	56	151	125	2519	3048	100	63	14	9	219	63	4	8	15	13	2	15	0
Dec-22	175	58	133	119	2416	2933	84	51	10	17	162	14	8	12	0	18	6	0	0
Jan-23	251	77	187	188	2418	3012	88	51	20	7	288	35	6	7	0	11	15	0	0
Feb-23	227	59	159	182	2218	2872	80	44	13	9	285	22	7	21	0	13	11	0	0
Mar-23	209	66	217	205	2604	3089	105	43	14	4	446	31	7	16	0	7	18	0	0
Apr-23	180	59	219	197	2511	2878	114	47	10	1	465	44	2	10	0	13	27	0	0
May-23	251	62	200	214	2591	3021	109	44	15	5	506	49	3	4	0	16	10	0	0
Jun-23	216	71	196	186	2521	2685	95	67	10	11	619	32	7	23	3	10	7	17	0
Total:	2517	798	2149	2025	29766	35601	1315	724	208	110	4992	780	75	173	729	148	144	125	384
Annual Monthly Avg.	210	67	179	169	2481	2967	110	60	17	9	416	65	6	14	61	12	12	10	32
FY23 UCDC Avg ADP																			
Inmate Health Fiscal Year 2021-2022																			
Month	AM Bookings 7A-7P	AM Screenings 7A-7P	PM Bookings 7P-7A	PM Screenings 7P-7A	AM Meds	PM Meds	AM Sick Calls	PM Sick Calls	AM MH Sick Calls	PM MH Sick Calls	V/S	W/D Monitoring	DUI Labs	Adv Prac Provider Seen	Adv Prac Provider Review	Psychiatrist New	Psychiatrist Existing	Psychiatrist Review	COVID-19 Screenings Testing
Jul-21	266	86	216	198	2424	3137	131	76	20	13	394	177	8	12	199	20	16	36	285
Aug-21	236	65	186	169	2448	3029	113	72	5	14	315	183	4	8	173	4	6	9	479
Sep-21	223	64	187	148	2668	3205	93	75	5	11	477	131	11	16	340	24	19	41	1077
Oct-21	227	53	172	165	2547	3088	100	56	11	3	469	154	1	23	250	17	18	37	701
Nov-21	235	60	180	166	2165	2702	87	50	9	7	400	126	6	21	214	5	5	10	665
Dec-21	226	73	221	176	2109	2678	101	40	8	4	263	160	15	9	163	6	14	20	746
Jan-22	185	51	139	134	2310	2894	112	96	14	0	258	160	5	12	279	18	18	36	684
Feb-22	249	67	156	134	2123	2605	134	60	25	13	219	147	5	13	218	13	13	26	832
Mar-22	223	79	176	138	2242	2687	96	39	16	4	386	112	10	26	256	14	15	29	316
Apr-22	202	87	197	157	2339	2734	126	56	19	8	388	171	12	26	207	17	13	28	130
May-22	228	79	185	178	2638	3100	129	56	42	7	361	165	6	15	235	14	15	29	37
Jun-22	231	71	201	178	2598	2825	145	49	26	5	321	142	13	25	324	12	11	23	13
Total:	2731	835	2216	1941	28611	34684	1367	725	200	89	4251	1828	96	206	2858	164	163	324	5965
Annual Monthly Avg.	228	70	185	162	2384	2890	114	60	17	7	354	152	8	17	238	14	14	27	497
FY22 UCDC Avg ADP																			
Inmate Health Fiscal Year 2020-2021																			
Month	AM Bookings 7A-7P	AM Screenings 7A-7P	PM Bookings 7P-7A	PM Screenings 7P-7A	AM Meds	PM Meds	AM Sick Calls	PM Sick Calls	AM MH Sick Calls	PM MH Sick Calls	V/S	W/D Monitoring	DUI Labs	Adv Prac Provider Seen	Adv Prac Provider Review	Psychiatrist New	Psychiatrist Existing	Psychiatrist Review	COVID-19 Screenings Testing
Jul	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34	0
Aug	211	99	228	132	2154	2575	109	88	15	22	643	146	5	19	228	23	28	54	439
Sept	221	74	199	147	2230	2727	113	95	21	12	516	197	4	13	184	15	14	33	420
Oct	220	118	227	162	2469	3244	130	71	18	14	557	131	7	18	226	10	5	15	447
Nov	213	70	194	165	2781	3284	118	91	10	12	684	163	7	19	235	34	29	66	407
Dec	209	87	180	136	2403	3051	99	57	7	9	366	115	5	13	239	17	26	43	482
Jan	163	59	139	93	2185	3036	103	44	18	10	305	114	6	23	177	8	5	13	514
Feb	198	88	147	123	2004	2615	82	66	6	21	464	180	4	21	200	7	13	19	601
Mar	204	91	187	151	2273	2607	80	80	16	13	530	118	6	26	188	18	34	52	648
Apr	211	78	195	162	2106	2413	77	65	5	10	374	139	8	31	201	8	16	21	705
May	223	85	201	145	2088	2761	91	54	18	9	270	152	3	21	205	14	26	38	579
Jun	255	89	199	161	2265	2928	145	67	21	6	335	152	3	22	210	26	25	51	367
Total:	2328	938	2096	1577	24958	31241	1147	778	155	138	5044	1607	58	226	2293	180	221	439	5609
Annual Monthly Avg.	194	78	175	131	2080	2603	96	65	13	12	420	134	5	19	191	15	18	37	467
FY21 UCDC Avg ADP																			



<b>Annual Inmate Medical Expenses Paid Includes All External Services</b>			
	<b>External Medical (Hospital, etc.)</b>	<b>Lab &amp; X- Ray Services</b>	<b>Total External Medical Expenses</b>
FY23	\$ 285,013	\$ 8,416	\$ 293,429
FY22	\$ 414,633	\$ 3,486	\$ 418,119
FY21	\$ 609,578	\$ 5,468	\$ 615,046
3-Yr Cumulative Total	\$ 1,309,224	\$ 17,370	\$ 1,326,594
<b>3-Yr Avg. Annual</b>	<b>\$ 436,408</b>	<b>\$ 5,790</b>	<b>\$ 502,025</b>