



Request for Proposals

For

Inmate Healthcare  
and  
Behavioral Health Services

Event 673

Commodity Code(s):  
260, 269, 918-67, 948, 952, 958

Guilford County Purchasing Department  
Basement Floor, Suite 32  
301 West Market Street  
Greensboro, NC 27401

## PROPOSAL SCHEDULE

(Note: The dates below are subject to change)

Request for Proposal  
for  
Inmate Healthcare and Inmate Behavioral Health Services  
  
Event 673

Advertisement Date	February 27, 2020
Pre-Proposal Meeting	March 5, 2020 at 10:00 A.M., Eastern Time
Last Day for Questions	March 13, 2020 at 2:00 P.M., Eastern Time
Proposal Due Date	March 26, 2020 at 2:00 P.M., Eastern Time

## **I. Introduction**

Guilford County Purchasing Department is soliciting proposals from qualified firms to provide professional services for comprehensive medical, mental health, dental and ancillary healthcare programs for the Guilford County Sheriff's Office and the Guilford County Juvenile Detention Center. The County invites all interested and qualified firms who meet the requirements below to submit a response to this RFP.

## **II. General Information**

### **Pre-Proposal Meeting**

A Pre-Proposal Meeting will be held in the Sheriff's Department Conference Room, Otto Zenke Building, 400 West Washington Street, Greensboro, NC 271401, on Thursday, March 5, 2020 at 10:00 A.M. In the meeting, we will review the services being requested, requirements, timelines, and questions.

### **Terms of Contract**

The initial contract will be for three (3) years beginning July 1, 2020 thru June 30, 2023, with the option to renew for two (2) additional one (1) year renewals for a total contract period of up to five (5) years. **The contract may be evaluated at any time during this period, at terms and conditions mutually agreeable to both parties.**

#### **A. Causes for Cancellation and/or Termination**

1. That the contract was secured by a fraudulent act, statement or material fact or that a fact concerning the firm was not disclosed at the time of contract award, if known and would have caused the refusal to enter into a contract by the County.
2. The Provider has not complied with all the provisions and requirements set forth in the Request for Proposal or the contract with the County. If non-compliance occurs, contract may be revoked and will not be reinstated during the current contract cycle.
3. The Provider has violated any of the regulations established by the Federal and State laws.
4. Either party may terminate the agreement for any reason without penalty upon thirty (30) days written notice to the other party.

**Termination for Cause:** If, through any cause, the Provider shall fail to fulfill its obligations under the contract in a timely manner and proper manner, the County shall have the right to terminate the contract by giving written notice to the Provider and specifying the effective date thereof

#### **B. Performance Bond**

Upon receipt of a contract, the Provider is required to furnish to the County a Performance Bond in an amount equal to twenty-five (25) percent of the first twelve (12) months' cost. The Surety company must be licensed in the State of North Carolina. The performance bond shall remain in effect during the contract period and any renewals or extensions.

#### **C. Bid Bond**

Upon submission of proposal, Guilford County is requiring a Bid Bond in an amount equal to (5%) percent of the first twelve (12) months bid for this RFP. In case of a default by the Provider to enter into a contract, the County shall call upon the Bid Bond Surety unless otherwise provided by law.

### **III. Guilford County's eProcurement System**

1. All Respondents, who plan to submit a proposal must register in the Guilford County eProcurement System. Through the Supplier Portal, you may browse the open event or search for event by name or number. Instructions to register as a Supplier or update registration are available in the Contractors Tool Box at:  
<https://www.guilfordcountync.gov/our-county/purchasing/contractors-tool-box>
  2. **Proposal Submission:** All proposals must be mailed or hand-delivered to the Guilford County Purchasing Department, Attn: Christol Murphy, Senior Buyer, 201 West Market Street, 3<sup>rd</sup> Floor, Suite 304, Greensboro, NC 27401. Please submit one (1) electronic copy on a flash drive and two (2) original hard copies. Proposal packages must be clearly marked with the title and event number for this RFP. Faxed or emailed responses will not be accepted or considered. Responses must be prepared in accordance to instructions provided under the Qualifications and Submission Requirements section of this RFP.
  3. **Questions and Answers:** All questions pertaining to this RFP should be submitted through the Supplier Portal of the Guilford County eProcurement System. All questions must be submitted online using the Questions & Answers (Q&A) Forum in accordance with this event schedule. Each question asked will be answered online for all Respondents to view. No question will be considered after the Q&A close date and time.
- NO EXCEPTIONS.** Please note it is the Respondent's responsibility to review all questions, answers and attachments prior to submitting their response.
4. Respondents are also responsible for checking the event for any addendums prior to completion and submission of their response. Addendum requirements, if any, must be included in each submittal.
  5. **Event Notifications:** To receive future notification, you must be registered as a Supplier in the Guilford County eProcurement System under Commodity Code 260, 269, 918-67, 948, 952 and 958. Please note, Suppliers registered under the selected commodity code prior to the opening of this event will receive electronic notification(s) of the activity regarding changes made to the event; however, it is your responsibility to view the event for changes and updates.

### **IV. Minority and Women Business Enterprise (MWBE) Requirements**

One primary responsibility of the County is the proper use of public revenue to purchase the various items, services, construction and repairs needed to operate. All expenditures of County funds must be in accordance with the North Carolina laws. The responsibilities of auditing and compliance with this law is that of the awarding authority, which in this case is the County.

On March 5, 1990, the County established its verifiable minority participation goal of ten (10) percent. Respondents must make good faith efforts to contact minority businesses to allow each an equal opportunity to quote on the work involved. Any proposal that does not include MWBE information and documentation may be considered non-responsive.

A minority business is defined as ownership of 51% or more by a minority. Minorities are officially defined as:

- (a) Black, that is, a person having origins in any of the black racial groups in Africa;
- (b) Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, in South or Central America, or the Caribbean Islands, regardless of race;
- (c) Asian American, that is, a person with origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;

- (d) American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
- (e) Female.

#### **V. Evaluation and Selection Process**

An Evaluation Committee will have responsibility for reviewing and evaluating all proposals and required documents submitted in response to this RFP. The County reserves the right to include outside consultants to assist in the evaluation process. All proposals properly submitted and received will be evaluated against the award criteria outlined in this RFP. The absence of required information may result in exclusion of the proposal from further analysis or evaluation.

The County reserves the right to reject all proposals or waive technicalities to award a contract, which may be determined to be in the best interest of the County. The County also reserves the right to make the award in whole or part and to clarify and modify bid and contract terms as necessary with the winning Provider. Guilford County shall have a period of ninety (90) days after the bid close date to analyze and award a contract. One (1) separate contract shall be awarded for the Sheriff's Office Detention Facilities (Greensboro and High Point) and one (1) separate contract shall be awarded for the Juvenile Detention Center, located in Greensboro, NC. The successful Provider shall work with the existing Provider for the first thirty (30) days of the new contract during phase-in, phase-out conversion period.

#### **Award Criteria**

It is the intent of the County to make an award to a single Provider deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors included in this RFP. Price shall be considered but shall not be the sole determining factor. Once the proposals are ranked and the most qualified Providers are determined, the County may conduct further negotiations, and/or request presentations from Providers to further assist in the clarification of information and selection process.

The Evaluation Committee will be guided by the following point system, which has 100 points as the maximum total:

Category	Points
Corporate Capability and References	0 to 35
Quality of Response	0 to 15
Cost Proposal/Pricing	0 to 40
MWBE Requirements	0 to 10
Financial Stability	Pass/Fail
<b>Possible Total</b>	<b>100</b>

In computing points for each of the above criteria, the Evaluation Committee will take the following into consideration.

1. Basic Requirements: Initially, the proposal will be examined to determine if it "qualifies" by meeting the basic requirements for consideration.
2. Evaluation of Qualifying Proposal: Having determined that a proposal meets the basic requirements, the Evaluation Committee will then evaluate it with respect to each of the following elements:
  - a. Corporate Capability and References: (Maximum 35 points): Included in this criterion of the evaluation will be: Length of time Respondent has been in the business of providing healthcare services in the jail/correctional setting; current and recent history of past

performance by the Respondent of a similar nature to the performance offered in response to the RFP; any evidence submitted (letters of reference) or readily attainable regarding the quality of past performance and the reliability of responsiveness of the Respondent; the apparent capabilities of the Respondent to perform well in the execution of its obligations under a contract with the County as evidenced by its leadership and management personnel; size of organization, length of time in business, past performance and other current contractual obligations defining the Respondent's capability to undertake and successfully fulfill the obligations proposed to the undertaken by its submission of a proposal in response to this RFP.

- b. Quality of Response: (Maximum 15 points): The Evaluation Committee will review and determine the Respondent's understanding of the County Detention Facility's current health services system. This review will see how the Respondent will approach the task of initiating and then fully implementing its program, look at the proposed healthcare delivery system in all its facets including how desired results will be attained. In all, proposal's clarity, understanding of issues, completeness of program and demonstration of assurance of performance as to quality and efficiency will be weighted when scoring this category.
- c. Cost Proposal/Pricing: (Maximum 40 points): The stated lump sum base price for full performance in meeting the requirements of the RFP will be of major consideration under this category. In further reviewing "price", the Evaluation Committee may also refer to the line item information that has been provided.

In addition, to be considered are such matters as increases or decreases for changes in the jail population and for the extension of the contract for subsequent years.

Price quotes must be net, to include all discounts and delivery charges to Guilford County. In cases of difference between unit price and total price, unit price shall prevail unless otherwise noted.

Aggregate Cap. The suggested aggregate cap for expenditures by the Provider for Pharmacy and Off-Site medical expenditures will be one million dollars each contract year (\$1,000,000.00). Unused funds shall be credited to the cap for ensuing contract years and all extensions thereto. In the event of expiration or termination of the contract, unused accrued funds shall be repaid to Guilford County.

Cost reduction and cost reimbursement efforts by the Provider shall also be detailed in the response.

State and local sales taxes are not to be included in quotes, but they are to be added later to all invoices shown as a separate item for payment. Federal (sales-excise) taxes, where applicable, are to be included in quotes as they are a part of the purchase price.

- d. MWBE Requirements: (Maximum 10 points): All proposals will be reviewed for compliance with the County's MWBE requirements. Respondents must make good faith efforts to contact minority businesses to allow each an equal opportunity to quote on the work involved.
- e. Financial Stability: (Pass/Fail): The Respondent's financial statements will be carefully reviewed, along with the ability to satisfy the insurance requirements, for a rating of Pass or Fail.

## **PROJECT TITLE: INMATE HEALTHCARE & BEHAVIORAL HEALTH SERVICES SCOPE OF WORK**

This Bid Event and Scope of Work cover the requirements for services to be performed and will become an integral part of the contract between Guilford County's Sheriff Office, Guilford County Juvenile Detention Center and the Provider. The Provider must comply with the Scope of Work as outlined. All services shall be provided in a competent, workmanlike and professional manner acceptable to the County for the following locations:

- Greensboro Detention Facility (Jail Central), Greensboro NC
- High Point Detention Center, High Point, NC
- Juvenile Detention Center, Greensboro NC

1.0 **Purpose:** The purpose and intent of the Request for Proposal (RFP) is to solicit proposals from qualified firms and select a Provider that will be responsible for services that include, but are not limited to, comprehensive healthcare management, medical services on-site physicians, 24/7/365 nursing, mental health, dental, pharmacy, standalone medical records, lab, X-ray, on-site routine medical services, billing and claims management, and inmate intake screening. All aspects of the proposed services must include behavioral healthcare services, program administration, and personnel management.

Provider shall be responsible for all medical care for all inmates (except work release inmates, who shall, when in the facility, receive only emergency care from the Provider) for the Guilford County Sheriff's Office and the Guilford County Juvenile Detention Center. The term "medical care" includes "mental health services" and "dental care." This responsibility of the Provider for the medical care of an inmate commences with the commitment of the inmate to the custody of the facility and ends with the release of the inmate. The mental health services are for the provision of behavioral healthcare services (BHS) for inmates housed and held within its Adult Detention Facilities.

Additional scope of services details as identified below:

- a. Quality health services for inmates in custody and control of the facility;
- b. Development and implementation of a healthcare plan with clear objectives, policies and procedures and with a process of documenting ongoing achievement of contract obligations;
- c. Operation of a health services program, 24 hours a day, 7 days a week, at full staffing, using only licensed, certified and professionally trained personnel;
- d. Administrative leadership that provides cost accountability and responsiveness to the contract administrator;
- e. Assurance that required federal, state and local requirements and standards of care are met;
- f. Continuing education for staff as required by the State;
- g. A healthcare system that is respectful of inmate rights to basic healthcare;
- h. Compliance with the standards established by the National Commission on Correctional Health Care (NCCHC) services in jails and the American Correctional Association (ACA) standards for medical services.
- i. Furnish a Safety Data Sheet (SDS) to Guilford County for all products purchased that contain hazardous components.

- 2.0 **Background:** The Guilford County Sheriff's Office operates two detention facilities (Jails) and one Juvenile Detention Center. The Greensboro Detention center (Jail Central) is located at 201 South Edgeworth Street, Greensboro, North Carolina. It was opened in 2012 and has a maximum rated capacity of 1,021 inmates. The High Point Detention Center is located at 507 East Green Drive in High Point, North Carolina and has a maximum rated capacity of 273 inmates. The combined inmate capacity of both the Greensboro and High Point Detention Centers is 1,294, housing both males and females. The medical department in each facility is located on the second floor.

Approximately 26.5 percent of the total population receive medical care and 25.5 percent receive approved pharmaceuticals.

#### **Greensboro Jail Central - Medical Space**

Greensboro Jail Central has three medical housing units with a total of 36 cells with sinks and toilets and a total of 57 beds. The medical department includes the below spaces:

Doctor's Office	Medical Holding Cells
Nurses' Office	Dental Exam Room
3 Treatment Rooms	Utility Rooms
Pharmacy	

#### **High Point Detention Center - Medical Space**

The medical department includes the below spaces:

Four cells with sinks and toilets and total capacity of 11 inmates.

One Shared Office Space

Treatment Room

Dental Exam Room

Pharmacy

#### **Medical Co-Pay System**

Both Facilities subscribe to an inmate co-pay system.

There are no charges for intake screening and history, physicals or initial dental screenings.

Proceeds of the co-pay system are returned to the County General Fund.

The Guilford County Sheriff's Office and the Guilford County Juvenile Detention Center provide a Comprehensive Health Care Delivery System for the following locations:

- Greensboro Detention (Greensboro Jail Central), Greensboro, NC
- High Point Detention, High Point, NC
- Juvenile Detention, Greensboro, NC

The County Detention Facilities (High Point and Greensboro) house both male and female inmates. **The average daily population (ADP) is 1,000 inmates total for both Detention Facilities.** The Juvenile Detention Center houses both male and female juveniles **in 48-bed facility with an average daily population of 30.**

Historically annual inmate population growth has increased at approximately six (6) percent per year for the Sheriff's Office. By State law, the Sheriff is the custodian of the jails and their total operations. The Court Alternatives Director is the Custodian of the Juvenile Detention Center and its operations.



### 3.0 **General Conditions:**

- 3.1 **Contract Monitoring:** The Sheriff and the Court Alternatives Director or their designees retains the right of access to all data and records as deemed necessary to monitor the contract services. The Provider agrees to participate in Medical Quality Assurance and Improvement program committee meetings. The committee shall meet quarterly with the Court Alternatives Director/Assistant Director, Juvenile Detention Center Programs Director, Guilford County Sheriff's Office Court Services Bureau Commander, the Administrative/Support Services and Division Commanders to review performance, quality of care and other potential medical concerns. ACA, NCCHC, NC Standards for Adult Local Detention Facilities, etc. will be used as guidelines.
- 3.2 **Meetings:** The Medical Health Care Administrator or other designated representative shall attend Guilford County Sheriff's Office and Court Alternatives Department Staff Meetings as requested. The Health Care Administrator or their designee must be available to meet daily with the Court Services Bureau Commander or their designee and/or other Guilford County personnel, at their request.
- 3.3 **Cleanliness:** The Provider shall maintain the cleanliness of all health-related spaces, including but not limited to administrative offices, treatment areas, exam rooms, record rooms, etc. Guilford County Facilities Housekeeping Staff are responsible for cleaning floors, restrooms, vents and windows. The Sheriff and the Guilford County Health Department shall have approval of level of cleanliness.

The Provider must schedule, at the convenience of the Detention Center (s), time available to perform maintenance and cleaning.

- 3.4 **Quality Assurance and Improvement:** The Provider shall institute a Medical Quality Assurance/Improvement Program, which may include but may not be limited to audit and medical chart review procedures. When deficiencies are noted, a plan of corrective action (improvement) shall be submitted to the Director of Court Alternatives or his designee at the Juvenile Detention Center and Court Services Bureau Commander at the Sheriff's Office within 72 hours of noted deficiencies. Quality assurance activities and findings shall be included on the agenda of the Sheriff's monthly administrative meeting.

As part of the Quality Assurance and Improvement Program the Provider shall provide the following to the Court Services Bureau Commander and Director of Court Alternatives:

- Well defined operational policies and procedures to include, at a minimum, those required by the ACA, NCAC, and NCCHC standards, and in concert with the Guilford County Sheriff's Office policies and procedures for service delivery. The Sheriff's Office shall develop the policies and procedures necessary to specify the role of medical services in a jail setting and to provide a liaison between the medical and security staff.
  - A comprehensive annual statistical report will be forwarded to the Sheriff in accordance with ACA, NCAC and NCCHC standards. In addition, monthly and daily statistics will be required by site and in total.
- 3.5 **Computer (Software and Hardware):** The Guilford County Sheriff's Office has a networked computer system. The Sheriff Office Detention Facilities will use a designated Jail Management System (JMS) software package. The Provider must agree to use this JMS software. Initial training with the computers (hardware) and the JMS System (software) will be at the awarded Provider's expense.

Any additional training will be provided for by the Guilford County Sheriff's Office. There are several computers located in each Detention Center's Medical Area. If the Provider deems it necessary, additional computers (hardware) may be purchased, but at awarded Provider's-expense. Any hardware purchased must be compatible with Guilford County Sheriff's Office and Juvenile Detention hardware. If another system is purchased to replace the JMS system, the Provider is bound to the provisions for the new system.

- 3.6 Co-Payments” Inmates confined in custody of the Sheriff are charged co-payment fees in accordance with N.C.G.S 153A-225. As a part of the medical plan, inmates are charged co-payments of fees of not more than five dollars (\$5.00) per nurse assessment for nonemergency medical care and ten dollars (\$10.00) per physician assessment for nonemergency care. The inability of the inmate to pay co-payments will not prevent the inmate from being assessed and medically treated by a nurse or the physician
- 3.7 Phones: All phone service, fax lines and machines, printer lines from Medical lab to Detention Centers are the responsibility of the awarded Provider, except in the Juvenile Detention Center.
- 3.8 The health care delivery system must conform to North Carolina State standards for medical services provided in correctional institutions, as established by the appropriate State authority. The system must also conform to the STANDARD'S FOR HEALTH SERVICES IN JAILS, Latest Edition, established by the National Commission of Correctional Health Care and the standards outlined in page 7.
- 3.9 Provider shall use the Medical Observation Unit at the High Point Detention Facility and the Medical Observation Units in Jail Central (Greensboro) whenever possible; and, whenever appropriate in the performance of its duties under the contract for inmates held in the custody of the Guilford County Sheriff's Office.
- 3.10 Provider shall use the Infirmary at the Juvenile Detention Center in the performance of its duties at said location. Provider shall be required to examine and treat any inmate in segregation or any other inmate that is otherwise unable to attend sick call in the cell of said inmate. Provider shall be required to render emergency care at any location in the Greensboro and High Point Detention Facilities, and the Juvenile Detention Center in Greensboro.
- 3.11 Provider shall have no responsibility for security at any of the Detention Facilities or for the custody of any inmate at any time; such responsibility being solely that of the Guilford County Sheriff and the Juvenile Detention Center. Provider shall have sole responsibility in all matters of medical, mental health and dental judgment. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care who are “security risks” or who present a danger to themselves and/or others. On these matters of mutual concern, the Guilford County Sheriff or the Court Services Bureau Commander and their Detention staff shall support, assist and cooperate with awarded Provider, and Provider shall support, assist and cooperate with the Guilford County Sheriff or the Court Services Bureau Commander, whose decisions in any non-medical matter shall be final. All decisions involving the exercise of medical, mental health or dental judgment are the sole responsibility of the Provider as an independent contractor. Specific to the Juvenile Detention Center, the Court Alternatives Director or the Juvenile Detention Program Manager, and Detention Staff shall support assist and, cooperate with the awarded Provider, and the Provider shall support, assist and cooperate with the Guilford County Court Alternatives Director or the Program Manager, whose decision(s) on any on medical

matter shall be final. All decisions involving the exercise, of medical, mental health or dental judgment are the sole responsibility of the Provider as an independent contractor.

- 3.12 Provider shall indemnify and hold harmless Guilford County, the Board of County Commissioners, the Guilford County Sheriff's Office, and the Juvenile Detention Center from all claims, costs (including, but not limited to attorney fees and other costs of defense), actions, lawsuits, damages, judgments and/or liabilities arising out of the health care delivery system at the Detention Centers.
- 3.13 Insurance. The Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the awarded Provider, his agents, representatives, employees, subcontractors or sub-subcontractors
- 3.14 Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$2,000,000 each occurrence with a \$10,000,000 aggregate. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than three times the occurrence limit. Such insurance shall:
- Include the County, the Sheriff, their officials, officers, and employees as insured with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insured's
  - Be primary with respect to any insurance or self-insured retention programs covering the County, the Sheriff, their officials, officers and employees.
- 3.15 Medical Professional Liability. The Provider shall maintain medical professional liability insurance with a limit of not less than \$1,000,000 per claim and \$10,000,000 in the aggregate annually. Such insurance shall protect the awarded Provider, his agents; representatives, employees, subcontractors, sub-subcontractors while performing medical services associated with this agreement.
- If required by the insurance company, separate policies may be issued for certain classes of employees or subcontractors, but the separate policies shall have the same per claim and aggregate limits, and certificates evidencing this coverage shall be reported to County in the same manner as the awarded Provider's certificates. (The Provider shall provide continuing liability for three (3) years "tail" coverage to both Commercial General Liability Insurance and Medical Professional Liability Insurance beyond termination of the services provided under this request for proposals to the Guilford County Sheriff's Office and Guilford County. Certificates evidencing the continuation of the coverage shall be provided to the County for that three-year (3) period.)
- 3.16 Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and' employers' liability insurance with limits of not less than \$500,000 each occurrence.

Cyber Liability: The insurance shall provide coverage for the following risks:

- Liability arising from theft, dissemination and/or use of confidential information (a defined term including, but not limited to, bank account, credit card account,

personal information such as name, address, social security numbers, etc.) stored or transmitted in electronic form.

- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems, including hacker attacks, inability of an authorized third party to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software and programs thereon.
- Coverage to include event management for all affected persons whose confidential information was compromised or was reasonably likely to have been compromised
- This policy shall carry a minimum limit of \$2,000,000. If policy is of a claim made type, such coverage shall be for a minimum of two years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement.

3.17 Other Insurance Requirements. The Provider shall:

- Prior to commencement of services, and upon the County's request thereafter, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days prior written notice to the County.
- Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
- Replace certificates, policies and endorsements for any such insurance expiring prior to completion of the services.
- Place such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A: VII. Any alternatives to this requirement shall require the written approval of the County's Risk Manager.

3.18 Policies and Procedures of the Provider relating to medical care are generally to be established and implemented solely by the Provider and must meet all North Carolina Jail/Detention Standards governing medical care. In areas which impact upon the security and general administration of the Detention Facilities, the policies and procedures of the Providers are subject to review and approval of the Guilford County Sheriff and/or his, designee or the Court Alternatives Director and/or his designee, without limiting the responsibility of the Provider to make their own medical, mental health and dental judgments, or the discretion of the Sheriff or County to perform its responsibilities under law. Those areas are as follows:

- Drug and syringe security.
- Alcohol and drug medical detoxification. Actively and cooperatively participate in the development and administration of a Medical Assisted Treatment (MAT) Program, to support recovery from opioid addiction and prevent the occurrence of overdose. Provider will collaborate with other contractual and Guilford County Sheriff's Office staff to implement a pilot MAT Program by providing sufficient staff to support such a program.
- Identification, care and treatment of inmates with special medical needs, including but not limited to individuals with hepatitis, epilepsy, physical handicaps, those infected with the Human Immunodeficiency Virus (HIV), those with any other disease that can be sexually transmitted and other contagious diseases such as TB that requires special provisions under G.S. 1S3A-225.
- Suicide prevention.
- The use of physical restraints in accordance with National Commission on Correctional Health Care (NCCHC) guidelines.
- Identification, care and treatment of individuals suffering from any mental illness, disease or injury, including but not limited to those inmates presenting a danger to themselves and/or others.
- Removal and disposal of hazardous/infectious wastes in accordance with OSHA guidelines.
- Compliance with Guilford County Sheriff's Office and Juvenile Detention Center policy on blood borne pathogens.

3.19 Neither the obligations nor the rights of the Provider under this contract may be assigned by the Provider without the express written consent of the Board of County commissioners and Sheriff and/or the Court Alternatives Director.

3.20 Provider will seek reimbursement for services rendered under this contract from any available third party including, but not limited to the United States Federal Government, the State of North Carolina and any County of the State of North Carolina and will provide documentation of these efforts upon request. The Guilford County Sheriff's Office shall cooperate with the Provider in these efforts. The Provider is only to be compensated once for its (the same) services. Third party payments will be deducted from payments otherwise due. The Provider shall submit records needed to obtain reimbursement to the County from third party insurers as requested by the Sheriff of Guilford County and the Director of Court Alternatives and/or their designees. Provider will promptly account to County with respect to all reimbursements received and provide supporting documentation to County's satisfaction.

- Maintain complete and accurate electronic records of care and collect and analyze health statistics on a regular basis. Selected vendor shall cover all expenses of electronic data base transfer if/when necessary.

3.21 **§ 153A-225.2. Payment of medical care of prisoners.**

(a) Counties shall reimburse those providers and facilities providing requested or emergency medical care outside of the local confinement facility the lesser amount of either a rate of seventy percent (70%) of the provider's then-current prevailing charge or two times the then-current Medicaid rate for any given service. Each county shall have the right to audit any provider from whom the county has received a bill for services under this section but only to the extent necessary to determine the actual prevailing charge to ensure compliance with this section.

4.0 **Qualification Requirements:** The Respondent shall affirmatively demonstrate its qualifications.

4.1 Minimum Requirements

- a. The Guilford County Sheriff's Office and the Juvenile Detention Center require that any Provider must meet the following minimum qualifications. Failure to meet each of these qualifications will result in the Provider's disqualification.
- b. The Provider must be organized and existing for the primary purpose of providing correctional healthcare services.
- c. The Provider must have a minimum of three (3) years of corporate documented experience in providing correctional health care. Proof must be provided within the submitted proposal (i.e., Articles of Incorporation, submission of copies of signed contracts, annual corporate reports, etc.). Additionally, the Provider must have three (3) years of experience at correctional facilities of a size comparable to that of the Guilford County Sheriff's Office Detention Facilities.
- d. The Provider must demonstrate its experience in delivering (providing) correctional health care services at multiple locations (i.e., three Detention locations in the same county or jurisdiction).
- e. The Provider must have demonstrated its experience and the quality of its care by having obtained the accreditation of the National Commission of Correctional Health Care (NCCHC) in a minimum of three (3) jail and/or prison systems, at least one of which is a size equal to the ADP (1000 inmates) of the Guilford County Sheriff's Office Detention Centers.
- f. The Provider must demonstrate their ability to provide a health care system specifically for the Guilford County Detention Centers. They must demonstrate that they have the proven ability of immediate contract start-up as of July 1, 2020 that they have a proven system of recruiting staff; and, that they have adequate support staff in its central office capable of competently supervising and monitoring its operation at the Guilford County Sheriff's Office Detention Centers and the Juvenile Detention Center.
- g. The Provider's employees must possess a current NC License.

4.2 Mandatory Requirements

- a. All proposals must contain enough information concerning the Program for the Guilford County Detention Facilities & Juvenile Detention to evaluate whether the proposal meets "Minimum Qualifications". All proposals must contain the job descriptions of the on-site Program Administrator, and all other staff positions.

- b. All proposals must demonstrate that the Provider has the willingness and ability to comply with the Scope, Specifications and General Conditions the Standards for Health Services in Jails & Standards for Health Services in Juvenile Detentions, Latest Edition, established by the National Commission of Correctional Health Care.
- c. All proposals must list by name, address, phone number and administrator of all correctional institutions where Provider is providing medical care and the length of time that each contract has been in effect.
- d. All proposals must list by name, address and administrator of all correctional institutions where Provider has obtained an accreditation of the National Commission on Correctional Health Care, or other recognized body (i.e., JCAHO, ACA, etc.)
- e. Any legal action against the company or corporate principals within the past 24 months must be disclosed, including parties of any mergers.
- f. Any breaches of contract by principals while employed by current employer or prior employer with the past 24 months must be disclosed.
- g. Staff turn-over ratios and layoffs, both executive and line, within the past 24 months must be provided.
- h. All proposals must contain the date the corporation was organized to provide health care services in correctional facilities. The Provider must submit an organizational chart reflecting their corporate office and organizational structure.
- i. All proposals must contain certificates of insurance showing the Provider's current insurance coverage. In addition, all proposals must contain a letter of intent from an insurance company or companies (or their agent) stating a willingness to insure the Provider pursuant to the conditions of a contract.
- j. All proposals must contain a full and complete staffing and organization chart and explain how medical care for inmates at the Guilford County Detention Centers & Juvenile Detention will be delivered. The level of staffing needed to deliver medical services at the Detention Centers must be discussed and staff identified by title or license required with attached job description. At a minimum, proposed policies and procedures necessary to meet the conditions of this RFP shall be specifically stated, sample Receiving Screening and Comprehensive Health Assessment Forms shall be provided, as well as the actual copy of the Health Care Policies and Procedures Manual of the awarded Provider.
- k. Each respondent must submit their previous business year's audited financial statement, as well as current year to date unaudited (or audited if available) results.
- l. All proposals must contain a specific price per service per month for an average daily population (ADP) of one to 1100 (1 to 1100) inmates for the Guilford County Sheriff's Office and Juvenile Detention Center. The Proposer must state one price per service per month for the first three (3) years, beginning July 1, 2020 to June 30, 2023 If a new service or procedure that is not listed in the contract is requested by the Sheriff or Director of Court Services a price shall be negotiated at the time of the request.

- m. For the Juvenile Detention Center, the average daily population (ADP) is 44 and the comparison of proposals for the Juvenile Detention Center will be based on this average daily population.
- n. The County is willing to share responsibility for the costs of medical care in the specific areas below to assist the Proposer in predicting its costs and potential liabilities. Those areas are as follows:
  - o Medical care required to treat any physical injury suffered by an inmate prior to commitment due to and caused by an arrest by the Sheriff and which required medical care after commitment (Totally Guilford County's responsibility);
  - o Medical care required to treat any physical injury suffered by two or more inmates because of, a catastrophic occurrence such as a riot or fire at the Guilford County Detention Centers and;
  - o Medical care required to treat any common/contagious illness or disease outbreak suffered by two or more inmates while at the Guilford County Detention Centers & Juvenile Detention.
- o. This allocation of certain costs shall be considered an exception to the general rule that the Proposer is responsible to the County for all costs of medical care. In general, this exception covers only certain "pre-commitment injury" and "catastrophic" situations while in jail.
- p. The County reserves all rights of recovery from patients who are responsible for their medical care and costs. No inmate is entitled to invoke cost-sharing provisions. Inmates are not third-party beneficiaries of these provisions.
- q. The Provider must agree to provide any/all documentation necessary to obtain recovery of costs from eligible persons.

5.0 **Program Requirements:** The medical staff must adhere to the code of medical ethics and policies in conjunction with the Sheriff's Office and the State Commission on Jail Standards. All medical staff providing services in accordance with this solicitation must be licensed to practice in the State of North Carolina. A singular designated physician health authority (Medical Director) will have responsibility for assuring the appropriateness and adequacy of inmate health. The proposal should address the Medical Director's responsibilities regarding in-service training, quality assurance and recruitment. The proposal should also address what part of on-site time provided by the Medical Director will be committed to administrative duties, direct care and involvement in quality assurance.

A full-time on-site Health Services Administrator shall have the general responsibility for the successful delivery of healthcare pursuant to this solicitation and final contract. The proposal shall indicate the qualifications and the range and scope of the responsibilities and activities for this position.

The successful Provider shall, upon request, provide to the County proof of licenses and/or certificates for all professional staff. In addition, malpractice insurance must be on file for all physicians and Nurse Practitioners/Physician Assistants, and other employees, if applicable.

Jail and Juvenile Detention Health care services must be provided in compliance with the Standards for Health Services in Jails, Current Edition, established by the National Commission on



Correctional Health Care (NCCHC). More specifically, the services provided must meet the NCCHC Standards to the extent required to maintain NCCHC accreditation. No language or description contained in the specifications that follow is intended, nor shall be interpreted in such a way as to relieve the Provider from the obligation to achieve or maintain NCCHC accreditation, which is a primary goal of these specifications. The Provider will be responsible for all cost(s)/fee(s) associated with obtaining and maintaining NCCHC accreditation.

The Provider will be expected to maintain the NCCHC and North Carolina Jail Standards as part of the health services program at the Guilford Sheriff's Office Detention Centers and Juvenile Detention Center.

Copies of staffing schedules encompassing all healthcare staff are to be submitted to the Contract Administrator on the 15th of each month for the upcoming month. Daily updates should be supplied if there are changes.

Monthly and daily statistics will be required as follows:

- a. A statistical report with narrative on noteworthy accomplishments or events will be due on the fifth business day of each month to the Contract Administrator that includes, but is not limited to, the following:
  - Inmates seen at sick call
  - Reports on TB test reported to the State Health Department
  - Inmates seen by physician
  - Inmates seen by dentist
  - Inmates seen by psychiatrist
  - Medical specialty consultation referrals
  - Off-site hospital admissions
  - Emergency room visits
  - Infirmary admissions, patient days, average length of stay
  - Intake medical screening
  - Lab work
- b. A report of the previous 24 hours that captures, but is not limited to, the following data. This report shall be submitted to the Contract Administrator daily:
  - Transfers to off-site hospital emergency departments
  - Communicable disease reporting
  - Suicide data (i.e., attempts and precautions taken)
  - Report on status of inmates in local hospitals
  - Report on status of inmates in jail infirmary
  - Completed medical incident report copies
- c. Grievances shall be monitored to detect areas of concern. Inmate grievances shall be documented on a log and a response shall be prepared within three working days of receipt. Completed responses will be returned to the inmate through the Contract Administrator.
- d. The establishment of comprehensive quality improvement activity that will monitor the health services provided.
- e. The establishment of comprehensive quality improvement activity that will monitor the health service provided.

- f. The establishment of an infection control activity that monitors the incidence of infectious and communicable diseases and seeks to prevent their incidence and spread and provides for the care and treatment of inmates so infected.
- g. The Provider for medical services shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the Sheriff's Office to the extent or degree required by Sheriff's Office policies and procedures.

5.0 **Personnel Requirements:** Adequate healthcare personnel required to provide those services listed in the proposal must be provided. Proposals must show a complete and detailed staffing arrangement, by degree of competency, which shall provide adequate support for the operation of the healthcare program. Staffing plans will show the total number of employees who are full-time (40 hours per week on-site) and part-time; position titles and license/certification; and total number and positions per shift and on holiday. Adequate healthcare personnel are required 24 hours a day, seven days per week for inmate healthcare services. Suggested Staffing Plan for Greensboro Jail Center (**Exhibit A**), High Point Detention Center (**Exhibit B**) and Juvenile Detention Center (**Exhibit C**) attached hereto. Proposed deviations from the Suggested Staffing Plan must be detailed in the Response and will be evaluated under the **Cost Proposal/Pricing.**

#### Medical Physician/Director

- A board-certified medical physician available for site visits at a minimum of # hours per visit, # days per week and on an on-call basis 24/7/365. The Medical Physician/Director must reside locally (within the County or surrounding area).
- If the Medical Physician/Director is absent, an acceptable alternative shall be submitted as a replacement.

#### Mental Health Services

- A board-certified mental health professional for site visits at a minimum of # hours per visit, two days per week and on an on-call basis 24/7/365.
- The mental health professional shall be responsible for conducting the psychiatric examination and treatment of any inmate/detainee referred to him by jail personnel. Without limitation, any inmate/detainee presenting a danger to himself/herself or others shall be referred.
- The mental health professional shall be responsible for the prescription and oversight of the administration of all psychotropic medications.

#### Dentist

- A board-certified dentist for # hour on-site visits at least # day per week.
- The dentist must reside locally (within the County or surrounding area).

#### Other Medical Staff

- A Registered Nurse (RN) will be appointed to the medical staff program manager at least five days per week, 40 hours per week and on call 24/7 and reside locally.
- Provide a resident nursing staff within the County Sheriff's Office Detention Facility 24/7/365. The Respondent will recommend a base level for licensed vocational nurse (LVN) personnel.
- Clerical staff shall support the medical contract to ensure proper medical records maintenance and schedule inmate medical appointments.

6.0 **Additional personnel requirements:** As the inmate population varies due to emergency or non-emergency situations, the Sheriff's Office will provide the successful Provider with a work order

for additional licensed vocational nursing (LVN) personnel as required to meet medical services support needs.

**Staffing Plan – Vacancies**

- Positions shall be filled within 60 days of the vacancy. If a vacancy exists for more than 60 days, the Sheriff's Office shall receive a credit equivalent to the cost of the position for the time of the vacancy.

**Staffing Plan – Employment**

- The Provider will ensure that all medical staff members complete all required paperwork to initiate a background check.
- The Provider must provide proof that medical services staff has successfully passed a recent pre-employment drug and alcohol screening at a certified laboratory before working in the Sheriff's Office.
- The Provider will ensure that all its employees participate, and satisfactorily complete Jail instructions as provided by the Sheriff's Office.
- Provider must recruit, interview, hire train and supervisor all health services program at the Guilford County Sheriff's Office Detention Centers and Juvenile Detention Center.

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Exhibit “A” GUILFORD COUNTY MINIMUM STAFFING MATRIX GREENSBORO JAIL CENTRAL								ATTACHMENT A	
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Medical Director (As Needed)	4	4	4	4				16	0.400
Psychiatrist	4		4		4			12	0.300
Physician Asst/Nurse Practitioner (PA/NP)	8	8	8	8	8			40	1.000
Psychiatric Nurse Practitioner	4	4	4	4	4			20	0.500
Dentist	8		8		8			24	0.600
Dental Assistant	8		8		8			24	0.600
Mental Health CW	8	8	8	8	8			40	1.000
Discharge Planner	8	8	8	8	8			40	1.000
Health Services Administrator*	4	4	4	4	4			20	0.500
Director of Nursing	8	8	8	8	8			40	1.000
Administrative Assistant	8	8	8	8	8			40	1.000
Medical Records	8	8	8	8	8			40	1.000
RN	16	16	16	16	16	8	8	96	2.400
LPN	36	36	36	36	36	36	36	252	6.300
TOTAL HOURS/FTE-Day								704	17.600
EVENING SHIFT									
RN	8	8	8	8	8	8	8	56	1.400
Licensed Mental Health Counselor	4		4		4	8	8	28	0.700
Total Hours/FTE - Evening								84	2.100
NIGHT SHIFT									
RN	8	8	8	8	8	8		48	1.200
LPN	32	32	32	32	32	36	36	232	5.800
Total Hours/FTE - Night								280	7.000
WEEKLY TOTAL									
TOTAL HOURS/FTE per week								1048	26.700

\*To be shared with High Point for a total of 40 hours as scheduled by the Sheriff's Department

- Medical Screenings and DNA functions are scheduled by the Sheriff's Office staff.
  - Those days indicated as awarded supplier Holidays will reflect the staffing pattern of the weekends shown above.
  - Any staff leave/vacation days will not cause a shortage of any hours from any other staffing position.
  - All hours are subject to adjustment per the needs of the facility and as agreed upon by the Health Care Administrator and the Sheriff's Office if the full-time equivalents are maintained.
  - Variations to staffing patterns can be approved on an emergency basis by the Court Services Bureau commander.
  - NOTE: This staffing plan is an example of planned coverage. Final plan is subject to final review and agreement.
- 
- Days/1st Shift = Admin. 8:00 AM to 5:00 PM, Nurses 7:00 AM to 3:00 PM,
  - Days (12hrs) = 7:00 AM to 7:00 PM
  - Nights (12hrs) = 7:00 PM to 7:00 AM
  - Evenings/2nd Shift = 3:00 PM to 11:00 PM
  - Nights/3rd Shift = 11:00 PM to 7:00

Exhibit “B”									
GUILFORD COUNTY MINIMUM STAFFING MATRIX									
HIGH POINT LOCATION									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
								0	0.000
Medical Director* (As Needed)	8							8	0.200
Psychiatrist*			8					8	0.200
Physician Asst/Nurse Practitioner (PA/NP) (As Needed)	4	4	4	3				15	0.375
Dentist*			8					8	0.200
Dental Assistant*			8					8	0.200
Mental Health CW	4	4	4	4	4			20	0.500
Health Services Administrator*	4	4	4	4	4			20	0.500
Director of Nursing	8	8	8	8	8			40	1.000
Administrative Assistant	8	8	8	8	8			40	1.000
Medical Records	8	8	8	8	8			40	1.000
RN	8	8	8	8	20	12	12	76	1.900
LPN Intake	8	8	8	8	8	8	8	56	1.400
LPN	12	8	8	8		12	12	60	1.500
TOTAL HOURS/FTE-Day								399	9.975
EVENING SHIFT									
LPN	8	16	16	16	8	8	8	80	2.000
Licensed Mental Health Counselor		4		4				8	0.200
Total Hours/FTE - Evening								88	2.200
NIGHT SHIFT									
RN		8	8	8	8			32	0.800
LPN	20	8	8	8	12	24	24	104	2.600
Total Hours/FTE - Night								136	3.400
WEEKLY TOTAL									
TOTAL HOURS/FTE per week								623	15.575

\*To be shared with Greensboro for a total of 40 hours as scheduled by the Sheriff's Department

- Medical Screenings and DNA functions are scheduled by the Sheriff's Office staff.
  - Those days indicated as awarded supplier Holidays will reflect the staffing pattern of the weekends shown above.
  - Any staff leave/vacation days will not cause a shortage of any hours from any other staffing position.
  - All hours are subject to adjustment per the needs of the facility and as agreed upon by the Health Care Administrator and the Sheriff's Office as long as the full-time equivalents are maintained.
  - Variations to staffing patterns can be approved on an emergency basis by the Court Services Bureau commander.
  - NOTE: This staffing plan is an example of planned coverage. Final plan is subject to final review and agreement.
- Days/1st Shift = Admin. 8:00 AM to 5:00 PM, Nurses 7:00 AM to 3:00 PM,
  - Days (12hrs) = 7:00 AM to 7:00 PM
  - Nights (12hrs) = 7:00 PM to 7:00 AM
  - Evenings/2nd Shift = 3:00 PM to 11:00 PM
  - Nights/3rd Shift = 11:00 PM to 7:00 AM

**EXHIBIT "C"**  
**GUILFORD COUNTY MINIMUM STAFFING MATRIX**  
**JUVENILE DETENTION CENTER**

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Provider									
Physician	As Scheduled by Juvenile Detention Staff							1	0.025
Psychiatrist	As Scheduled by Juvenile Detention Staff							1	0.025
Nursing									
RN	D/8	D/8	D/8	D/8	D/8			40	1.00
LPN	D/5	D/5	D/5	D/5	D/5			25	0.63
RN/LPN						D/2	D/2	4	0.10
RN/LPN						D/2	D/2	4	0.10
Mental Health	5	5	5	5	5			25	0.625

\*As scheduled by Juvenile Detention Staff

- Medical Screenings and DNA functions are scheduled by the Sheriff's Office staff.
  - Those days indicated as awarded supplier Holidays will reflect the staffing pattern of the weekends shown above.
  - Any staff leave/vacation days will not cause a shortage of any hours from any other staffing position.
  - All hours are subject to adjustment per the needs of the facility and as agreed upon by the Health Care Administrator and the Sheriff's Office as long as the full-time equivalents are maintained.
  - Variations to staffing patterns can be approved on an emergency basis by the Court Services Bureau commander.
  - NOTE: This staffing plan is an example of planned coverage. Final plan is subject to final review and agreement.
- 
- Days/1st Shift RN = 7:00 AM to 3:00 PM,
  - Evenings/2nd Shift LPN = 3:00 PM to 8:00 PM
  - Weekend/1<sup>st</sup> Shift LPN = 8:00 AM to 10:00 AM
  - Weekend/2<sup>nd</sup> Shift LPN = 6:00 PM to 8:00 PM
  - Mental Health = 8:30 AM to 1:30 PM

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## 7.0 **Care and Treatment Requirements:**

### **Sick Call/Inmate Request for Medical Assistance:**

- Routine diagnosis and treatment of minor health problems will be handled through a sick call system. Sick call shall be held daily seven days per week for the Sheriff's two (2) detention facilities and Juvenile Detention (excluding holidays) for all inmates. Sick calls shall be evaluated within 24 hours of receipt by Medical Staff. Medical personnel shall be available on Saturdays, Sundays and holidays to handle inmates' health care complaints. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement, including segregation units.

### **Medical Intake Receiving/Screening Assessments:**

- Provider will recommend policies and procedures for inmate medical assessments for inmates requesting assistance. The Sheriff's Office will accept the requirement for its staff to perform a basic intake screening with medical review by Provider and screen potential inmates upon request of the Sheriff's Office Detention personnel.

Qualified medical staff shall be available to respond to the Intake Area, 24 hours per day and seven (7) days per week to assist Detention Officers in determining if an arrestee needs any medical care which would make him/her unsuitable for confinement. A preliminary health screening form shall be filled out immediately upon each inmate's arrival and the form shall be approved by the awarded Provider. At a minimum, the screening must include:

- Current illnesses and health problems including those specific to females.
- Medications taken and special health requirements.
- Screening of other health problems designated by the responsible physician.
- Behavioral observation, including state of consciousness and mental status.
- Notation of body deformities, trauma markings, bruises, lesions, eye movement/jaundice.
- Condition of skin, including rashes and infestations.
- Disposition, if applicable.
- Document referral of prisoners to qualified medical personnel for emergency treatment.
- Notation, of personal physician and any medical needs.
- Assessment of suicidal risk.

No unconscious person or a person who appears to be seriously injured shall be booked into the facility. They must be referred immediately for medical attention and their admission and booking (or return to the jail and/or Juvenile Detention) is predicated upon written medical clearance. The County is not responsible for the cost of emergency medical care that is delivered prior to admission or booking in the facility. The agency with current custody will be responsible for pre-confinement medical cost.

Medical costs of an inmate accepted into custody of the Sheriff's Office, and the Juvenile Detention Center, after receiving proper treatment for a pre-confinement injury, will be the responsibility of the awarded Provider.

All medical screening forms will be completed by the medical staff within two (2) hours of the inmate's being admitted to the Detention Centers. These screenings may occur in the medical room or intake area of the Detention Centers.

At a minimum, the medical review of the intake assessment must include the inquiry into:

- Documentation of current illness and health problems including mental, dental and communicable diseases.
- Medications taken and special health requirements.
- Use of alcohol and drugs including types, methods, amount, and frequency, date/time of last use and history of problems related to stoppage.
- For females, a history of gynecological problems and pregnancies.

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

- Behavior including state of consciousness mental status, appearance, conduct, tremors/ sweating.
- Notation of body deformities, trauma, markings, ease of movement.
- Condition of skin and body orifices including rashes and infestations, needle marks or other indications of drug abuse.
- Inmates must be medically cleared before they are sent to general population.
- Screening tests for tuberculosis for all inmates housed longer than seventy-two (72) hours.
- All new admissions/screening charts are to be reviewed and signed by the Medical Doctor within forty-eight (48) hours.
- Inmates who report being on specific medications or special health requirements shall have their medical needs confirmed through contact with prescribing or treating physician and receive prompt and timely continuation of their course of

#### Inmate Worker Screening (Does not apply to Juvenile Detention)

- Provisions for examinations and medical clearance for all inmate workers being assigned to work anywhere in the Detention Centers, prior to being placed in the assignment. Any necessary testing shall be completed within seventy-two (72) hours from the time Detention Staff forwards medical paperwork for said inmate workers. Inmate worker medical clearances must include:
  - Relevant past medical history, including communicable disease, heart problems, respiratory problems, allergies, back problems, etc.
  - Question for current signs and symptoms of illness
  - Current vital signs, including blood pressure, pulse, temperature
  - General examination for overall physical and mental health, with specific reference to:
    - an examination for evidence of communicable disease to include, but not be limited to, skin problems such as rash, wounds, sores, boils, etc.;
    - heart and lung examination.
  - Current test for tuberculosis hepatitis and HIV
  - Current test for venereal disease
- Completion of inmate worker clearance form prior to inmate being placed in such assignment



**Dental Services:**

- Provider will provide dental treatment limited to extractions and emergency dental care deemed necessary by the dentist.
  - Provision for 24 hours per day emergency services for all inmates
  - Treatment will include resolution of pain, temporary fillings, incision and drainage, control of bleeding and any indicated surgery. The service will include availability of pharmaceuticals
  - Provider will provide for basic dental services, including extractions, temporary fillings, and dental hygiene services
  - Dental screening and oral hygiene instruction performed on each inmate within 14 days of admission
  - Dental screening will include charting decayed, missing, and filled teeth, and taking a dental history for identifying problems
  - A dental record will be maintained as part of an inmate's medical record

**Hemodialysis Services:**

- Provider will propose the feasibility of an on-site hemodialysis process.

**Infectious Disease Services:**

- The Provider shall recommend policy and procedures for the quarantining care and handling of inmates diagnosed with infectious disease, chronic illnesses and other special medical needs. The County Health Department will be notified of all infectious diseases and protocol for medical care provided to the inmates within seven days. Medical Services staff will provide skin tuberculin testing within seven days of booking and X-ray services for positive results.

**Laboratory Services:**

- The Provider will ensure the availability of laboratory studies as determined necessary. Routine and stat laboratory specimens will be reviewed and signed by a physician with reports provided in a timely manner.

**Mental Health Services:**

- The Provider shall provide for mental health services, which shall include screening, referrals, diagnosis and treatment of mental health conditions at the facility.

**Nutritional Services:**

- The Provider will be responsible for cooperating with the established Food Service program to ensure the provision of medically necessary diets.

**Pharmaceutical Services:**

- The Provider will provide a pharmaceutical program in accordance with federal, state and local laws that meets the needs of the inmate population. The program to provide a total pharmaceutical system beginning with the physician's prescribing of medication, the filling of the prescription, the administration of the medication and the necessary record keeping: The system will include prescription medications and over-the counter medications. Medications as prescribed, not to exceed eight (8) hours from the time of prescription
  - All prescription medications will be administered by a nurse. Records shall be enough to document timely and accurate delivery of medications
  - All controlled substances, syringes, needles, and surgical instruments will be stored under security conditions
  - The entire system will meet the legal requirements and be subject to approval of the appropriate regulatory authority

- Pharmaceuticals at Juvenile Detention are provided by the contractor or supplied by the parent or guardian. Medication is dispensed by the awarded Provider.

#### Medications:

- Narcotic medications will be secured using double lock procedures.

#### Radiological Services:

- Routine laboratory and X-ray procedures should be performed on-site at all Detention Centers to the extent possible. Procedures beyond the capabilities of the on-site equipment will be referred to outside awarded Providers. Both Guilford County Sheriff's Office Detention Centers have dental x-ray equipment. The Provider shall contract with a mobile x-ray Provider for other on-site x-ray services.

#### Female Health Services:

- The Provider will be responsible for the provision of medically necessary services to the female inmate population to include, at a minimum, prenatal and post- partum care

#### Medical Observation Unit

- Provider will be expected to utilize the High Point Detention Facility Medical Observation Unit and the Jail Central Facility Medical Observation Unit to its fullest extent for the Sheriff's operation and the Juvenile Detention infirmary for the Juvenile Detention Operation. In operating the Medical Observation Units, the following guidelines must be followed:
  - A physician on call 24 hours per day.
  - Supervision of the infirmary by a registered nurse at least eight (8) hours per day.
  - Twenty-four (24) hour nursing services.
  - A manual of nursing care procedures.
  - A separate individual and complete medical record for each inmate

#### Hospital Care

- From time to time inmates require hospitalization for illness or injury. Guilford County is served by several hospitals. It may be necessary to decide with a hospital in Greensboro and High Point for inmate hospitalization. The Provider may make any arrangement they see appropriate if acceptable hospital care is rendered when necessary. The Provider shall be responsible for compliance with N.C.G.S. 153A-225.2.

#### Follow-Up Health Care

- The Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory test. This would include inpatient or outpatient hospitalization, appropriate, monitoring and prescription of appropriate medications, consultations with specialty physicians, etc.

#### Specialty Services

- To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. The Provider shall provide on-site specialty clinics (radiology, laboratory services, etc.) when feasible to reduce the number of off-site referrals. The Provider shall be responsible for all costs associated with all specialty visits except those for security and routine transportation when an off-site health visit is necessary. The Sheriff's Office shall provide all off site (non- emergency) transportation.
- The Guilford County Sheriff's Office recognizes advantage in the implementation of a telemedicine system for certain applications to provide faster access to care and to reduce

the number of off-site visits that generate substantial security costs and pose some risk to the community. If the Provider wishes to include such services as part of their plan for offender care, they must provide a complete written plan including the physical plant specifications required, and the equipment the Provider will purchase to implement the system.

- In advance of implementation, Guilford County Sheriff's Office & Juvenile Detention must approve any proposed telemedicine program. It is intended that telemedicine be used appropriately so that it does not negatively affect the quality of care provided to the offender. The Provider must be specific on the plans, protocols, and specialty services intended to be included in the plan.

#### Emergency Services

- The Provider shall make provisions at their own cost for 24-hour emergency medical care to inmates through arrangements to be determined with local hospitals. Provider shall provide and pay the cost of emergency medical transportation.

#### Special Medical Program

- For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

#### Detoxification

- The Provider must furnish an "in-house" detoxification program for drug, alcohol and/or tobacco addicted inmates.

#### Health Appraisal

- Each inmate held for at least 72 hours shall be given a health appraisal/physical, including a physical examination by qualified health care personnel within fourteen (14) days after admission to the facility.
- The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, will include at a minimum:
  - Review of intake screening forms.
  - Collection of additional data regarding complete medical, dental, psychiatric and immunization histories.
  - Appropriate laboratory and diagnostic tests to detect communicable diseases such as Venereal Disease and Tuberculosis.
  - Recording vital signs (height, weight, pulse, blood pressure, temperature).
  - Physical examination with comments about mental and dental status. A gynecological assessment must be included for females.
  - Review of physical examination and test results by a physician for problem identification must take place.
  - Initiation of therapy when appropriate.
  - Other tests and examinations as appropriate, including but not limited to, pregnancy tests, voluntary HIV screening and chest x-rays.

- The health assessment of females to include:
  - Inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive medications, the presence of an IUD, breast masses and nipple discharge, and possible pregnancy; and
  - A pelvic and breast examination and pap smear conducted by the physician.
- Any abnormal results of the health appraisal shall be reviewed by a physician for appropriate disposition.
- If a backlog occurs in medical health appraisals, it shall be reported to the Court Services Major and updated daily so long as it continues, and the Provider must complete these within seven (7) days.

#### Health Care Services for Guilford County Sheriff Office and Juvenile Detention

- The Provider shall provide emergency treatment to Guilford County Sheriff's Office personnel and Juvenile Detention Center personnel who are injured or become ill while on the job and provide routine blood pressure screenings.

#### Medical Care

- The Provider shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the Detention Facilities.
- The Provider shall administer emergency medical care at any of the Detention Facilities to any county employee or visitor of the County who requires such care.
- The Provider shall administer provide annual testing for tuberculosis (PPD test) and Hepatitis B vaccine for Sheriff's Office employees at no additional cost to the Guilford County Sheriff's Office.
- The Provider shall provide annual flu vaccines to the Guilford County Sheriff's Office staff at no additional cost. The vaccines are to be administered no later than the last week of October of each contract year.

#### Follow-up Health Care

- The Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory test. This would include inpatient or outpatient hospitalization, appropriate, monitoring and prescription of appropriate medications, consultations with specialty physicians, etc.

#### Psychological Services (Mandatory)

- Psychological services should be included as part of the base proposal. The Provider shall provide the following:
  1. Mental Health Program to include a psychiatrist 12 hours per week in Greensboro and 8 hours in High Point for medication and program review. Mental Health Program to also include a psychiatrist 1 hour per week at the Juvenile Detention for medication and program review.
  2. Development of a mental health program for evaluation, treatment and/or referral to include, but not limited to the following:

- When isolated for psychiatric purposes, inmates shall be examined by a physician or designee within twenty-four (24) hours after confinement
  - Medical evaluation must support medical confinement of inmates based on risk of physical danger to self or others
  - All inmates who are segregated from the general population must be seen by qualified health personnel daily
  - A physician or his medical designee will be responsible to determine when an inmate should be sent or returned to the general population, with documentation in the medical record regarding these decisions
  - All inmates referred for mental health evaluation will receive a comprehensive diagnostic examination include psycho-social history and mental status evaluation. This examination will include an assessment of suicidal risk, potential for violence, and special housing needs
3. Psychotropic medication will be used where appropriate. To maximize the effectiveness of pharmacotherapy, and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All inmates placed on drug therapy will be seen within a time not to exceed one (1) week by the psychiatrist, MD or NP/PA. Precautions to be followed will include:
- The psychiatrist will review the inmate's medical record to determine which medications the patient has been receiving prior to prescription of Psychotropic medication
  - Prior to the prescription of psychotropic medication, inmates will be informed by a member of the mental health staff about the risks of taking such medication, in accordance with applicable standards of care. All female inmates will be so informed by a member of the mental health staff about the risks of taking such medication while pregnant. A pregnancy test will be provided prior to prescription of psychotropic medication to female inmates wishing such a test, if such a test has not already been provided upon intake
  - All patients placed on medication will be evaluated for signs of toxicity. Blood pressure will be regularly checked, and drug levels monitored where appropriate with documentation of this information to be placed routinely in the inmate's medical record.
4. The Provider shall identify the need, schedule, coordinate and pay for psychiatric, psychological and counseling services rendered to inmates inside the Guilford County Sheriff's Office Detention Centers and Juvenile Detention Center.

#### Optical Services

- The Provider shall identify the need, schedule, coordinate and pay for the services of an optometrist or ophthalmologist. The Provider shall provide any inmate with one pair of ordinary glasses, if prescribed.

#### Consultation Services

- The Provider shall provide a consultation service to the County on all aspects of the health care delivery system at the Detention Centers, 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 awarded Provider.

### DNA Collection

- The Provider shall provide phlebotomy services necessary for compliance with the statutory mandated procedures for withdrawal of blood samples for DNA analysis under court order for persons convicted of criminal offenses within 48 hours as required in North Carolina General Statute 15A-266, et seq. for submission to the North Carolina DNA Database and Databank.
- The Provider will promptly and fully respond to the Sheriff and the Court Alternatives Director or their designees regarding other matters/issues that arise in connection with the contract services including attending such meetings and providing such information/documents as may be requested.

### 8.0 **Electronic Medical Record (EMR) Requirements**

- The Provider will recommend policies and procedures addressing the medical record format and documentation requirements as set forth by HIPAA and other applicable policies and regulations.
- A medical record consistent with state regulations and community standards of practice shall be maintained on each inmate at time of initial inmate screening. These records shall be kept separate from the jail confinement records of the inmate. Medical records will be maintained on a stand-alone electronic system that will be accessible after the end of contract. All medical records shall be the property of the Sheriff's Office.
- Individual medical records shall be initiated and maintained for every inmate regarding medical, dental or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignment to a housing area.
- The Provider shall prepare health summaries to be sent with inmates being transferred to the State Department of Corrections or for U.S. Marshal inmate transfers.
- The Provider will examine and provide medical clearance for all inmate workers, as requested.
- Must integrate and exchange encounter data in XML format including document version control and electronic signature encryption.
- Integrated single sign on access for all users to physician and patient medical reference library such as UpToDate.
- Hosted solution with no server hardware onsite. Provide complete disaster recovery services including fail over data centers.
- All data centers where medical records will be stored must be SAS 70 certified.
- Combined patient records including scanned documents and dynamic (keyed) data entry document types. Electronic signature workflows on all document types.
- Device-level security to secure individual PCs and Laptops to access the electronic medical records.
- No Virtual Private Network (VPN) use is permitted.
- Care Management integration (case manager notes, approvals all linked to records).
- Integration with Lab, Pharmacy and EKG services

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## **QUALIFICATIONS AND SUBMISSION REQUIREMENTS**

To facilitate the analysis of responses to this RFP, all Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Proposals should be prepared as simple as possible and provide a straightforward, concise description of the Respondents' capabilities to satisfy the requirements of the RFP. All pages in your response shall be properly formatted and provide the following basic information:

### **Tab 1: Cost Proposal and Attachments**

Please be sure to download and complete the following attachments. These documents must be submitted as attachments to your proposal response.

- Attachment 1 – Cost Proposal Form
- Attachment 2 – Past Performance and Reference Form
- Attachment 3 – MWBE Affidavit Forms
- Attachment 4 – W-9 Form
- Attachment 5 – E-Verify Affidavit Form

### **Tab 2: Executive Summary**

This section of the response to the RFP should be limited to a brief narrative highlighting the Provider's proposal. Within this section, the Provider should highlight briefly their abilities and inabilities upon the requirements requested.

### **Tab 3: Firm/Company Description**

Describe the ownership and current principals of your firm and any other firm that you propose to become part of your team. Include the office that will be submitting this proposal. Provide proposed project manager for this project and contact information.

### **Tab 4: Experience**

Provide your firm's safety rates for the past year and your firm's current incident rates.

Please designate the specific individuals to fill the following key roles on your team and submit resumes for each:

- Physician/PA
- Health Services Manager/Registered Nurse
- Assistant Manager

Provide an organizational chart showing the lines of responsibility and accountability for your team, including a list of all employees who will work in the Sheriff's Office Medical Unit.

- Include the salary range for each position.

### **Tab 5: Financial Responsibility**

Submit your previous year's audited financial statement, as well as current year to date unaudited. Provide a letter of intent from an insurance company stating your ability to satisfy insurance requirements. Include a copy of your Certificate of Insurance.

### **Tab 6: References**

Complete the Past Performance and Reference Form (Attachment 2) to provide specific information as requested to your response.

**Tab 7: Medical Records/Reporting**

Provide a sample report that shall be submitted to Sheriff's Office personnel on the overall medical classification and health status of inmates committed to the custody of the County.

Describe your company's policies and procedures of maintaining Medical Records, including on-site medical records. The County prefers electronic medical records and a vendor that would cover the cost of interfacing such.

**Tab 8: Healthcare Education/Transition Plan**

Provide in detail your company's continued healthcare education program for inmates. Topics included in your program should include, but not limited to, instruction in self-care for chronic conditions, health risk assessment, personal hygiene, nutrition, venereal disease, exercise and chemical substance abuse.

Provide in detail your company's continued training plan for jail staff. Topics included in your program should cover CPR training, first aid instruction and other continuing professional education courses.

Provide your company's transition plan.

**Tab 9: Off-Site Medical Care/Emergency Care**

Provide a detailed summary of procedures of your company's approach for off-site medical services.

Provide a detailed summary of procedures of your company's approach for emergency medical care.

**Tab 10: On-Site Medical Services**

Provide a detailed summary of procedures of your company's approach for on-site medical services. Provide a sample manual of written policies and procedures that will be maintained on-site by awarded Provider.

Provide your company's proposed staffing schedule for Nurse Medical Care at the Sheriff's Office Medical Unit.

Provide your company's proposed staffing schedule for Physician Medical Care, including an on-call Physician plan at the Sheriff's Office Medical Unit.

Include a list of all equipment and supplies Provider will provide to insure proper medical services at the Sheriff's Office Medical Unit including, but not limited to, all medical services equipment and the proper maintenance.

**Tab 11: Medicine/Supplies**

Provide a detailed summary of procedures of your company's approach for dispensing and administering medication (must comply with Pharmacy Practice Act).

Include a summary of your company's approach to securing all medications.

Provide a detailed summary of procedures of your company's approach for emergency medical care.



**Tab 12: MWBE Participation Requirements**

Respondents are required to submit information about participating MWBEs on the MWBE Affidavit forms provided with this RFP.

**Documents to provide with the bid proposal** - Under North Carolina General Statutes (N.C. GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the contract that will be performed by the minority businesses. **Also** list the good faith efforts (**Affidavit A**) made to solicit minority participation in the bid effort **OR** (**Affidavit B**) the Provider's statement of the intent to self-perform all work under the contract and sign and notarize the form.

**NOTE:** A Provider that performs all of the work with its own workforce shall submit an Affidavit (**B**) to that effect **in lieu of Affidavit (A) required above**. The Provider's intent to perform contract with own workforce does not require the Provider to make good faith efforts and the self-performing Provider will not need to submit additional affidavits after the bid opening. The Minority Business Participation Form must still be signed, notarized and submitted in lieu of Affidavit A even if there is zero participation.

**Documents to provide after the bid proposal evaluation** - Upon notification of being recommended as the most qualified firm for award of a contract, the Provider, if they are not self-performing all of the work, must submit the following to the MWBE Director within 72 hours of the notification:

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the established goal of 10%. This affidavit shall give rise to the presumption that the Provider has made the required good faith effort and Affidavit **D** is not necessary **OR** if less than the 10% goal, Affidavit (**D**) of the Provider's good faith effort to meet the goal.

The document must include **evidence** of all good faith efforts that were implemented including those identified on Affidavit A. Include any advertisements, solicitation phone, email and/or fax logs, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Because faxing may be less reliable than email, solicitation outreach via fax should include a follow up phone call to the potential subcontractor.

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## PROPOSAL FORM

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to Guilford County.

All labor, material, services and equipment necessary for the completion of the work described in this document and as proposed by the bidder will be completed for the lump sum amount below:

### TOTAL PROPOSED COST

\$ \_\_\_\_\_

[Enter the total base proposed amount for the first-year, based on average daily inmate population of 400]

- |  |          |
|--|----------|
| 1. *Total cost of first year of contract:                                      | \$ _____ |
| Additional cost/refund per inmate when the<br>average daily population varies: | \$ _____ |
| 2. Total cost of second year of contract:                                      | \$ _____ |
| 3. Total cost of third year of contract:                                       | \$ _____ |
| 4. Aggregate Cap   | \$ _____ |

\*Provide a breakdown of the lump sum price by line item descriptions and amounts (e.g. staffing, consulting/specialty care inpatient hospital care, pharmaceuticals, hospital emergency care costs, supplies, miscellaneous expenses, general administrative and operating costs, etc.) The total for the line items should be the same as the stated lump sum base price.

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

## Attachment 2

**PAST PERFORMANCE AND REFERENCES**

Please list five past performances/references of customers who can verify the quality of service your company provide. The County prefers customers of similar size and scope of work to this proposal. Please provide your information using the following form.

<b>Contract Name</b>		
<b>Contract Numbers</b>		
<b>Role:</b> <i>i.e., Prime, Subcontractor, etc.</i>	<b>Client Organization</b>	
<b>Contract Type</b> <i>i.e., Firm Fixed Price, Cost Plus, etc.</i>	<b>Period of Performance</b>	<b>Total Contract Value</b>
<b>Client Contract Manager:</b> _____ <b>Company Program Manager:</b> _____		
<b>Project description, scope of work performed, services and products delivered.</b>          		
<b>Major success accomplishments</b>          		
<b>Major problems, lessons learned, and solution(s) applied if applicable</b>          		

**ATTACHMENT 3 - ATTACH TO BID****State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts**

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

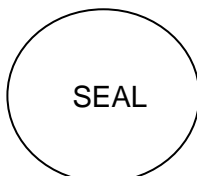
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

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

**ATTACHMENT 3 - ATTACH TO BID****State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract  
with Own Workforce.**

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_  
(Name of Bidder)I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

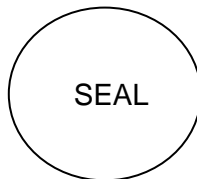
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

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

**ATTACHMENT 3 - DO NOT SUBMIT WITH THE BID****State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses**

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of \_\_\_\_\_ I do hereby certify that on the  
(Name of Bidder)

(Project Name)  
Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

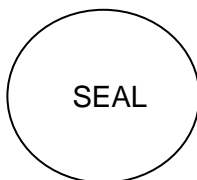
\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



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

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

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

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

**ATTACHMENT 3 - DO NOT SUBMIT WITH THE BID****State of North Carolina      AFFIDAVIT D – Good Faith Efforts**

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:Affidavit of \_\_\_\_\_ I do hereby certify that on the  
(Name of Bidder)\_\_\_\_\_  
(Project Name)  
Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.****Examples** of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

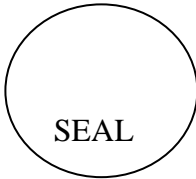
**ATTACHMENT 3 - DO NOT SUBMIT WITH THE BID**

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

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





# Request for Taxpayer Identification Number and Certification

ATTACHMENT A

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

### Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## ATTACHMENT 5

STATE OF NORTH CAROLINA

## AFFIDAVIT

COUNTY OF GUILFORD

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of  
 \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby  
 swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify 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 in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
  - a. YES \_\_\_\_; or,
  - b. NO \_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
 Signature of Affiant

Print or Type Name: \_\_\_\_\_ State of

North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_  
 day of \_\_\_\_\_, 2019.

My Commission Expires:

\_\_\_\_\_.

Notary Public

(Affix Official/Notarial Seal)



June 1, 2020

Christol Murphy, Senior Buyer  
 Guilford County Purchasing Department  
 201 West Market St., Suite 304  
 Greensboro, NC 27401  
 336-641-4821

Dear Ms. Murphy and Members of the Evaluation Committee,

Wellpath appreciates the opportunity to respond to your additional questions and requests below. We look forward to further discussions with you regarding Request For Proposal (Event 673) for Inmate Healthcare and Behavioral Health Services for the Greensboro Detention Center (Jail Central), High Point Detention Center, and Juvenile Detention Center.

1. Wellpath is proposing to utilize LPN's rather than CMA's. Reviewing other county contracts with Wellpath, we noticed a greater use of CMA's. We would like to see the potential savings by replacing some LPN's with CMA's – keeping in mind that we are also relying on Wellpath to determine the level of services required to provide outstanding care and to avoid future liability. What is the appropriate balance of CMA's to LPN's?

After further review, Wellpath is not able to accept utilizing CMA's vs LPNs. As your current provider, we understand the level of care required for the residents at GCSO. Currently, our LPNs conduct med-pass in addition to sick call. CMAs are unable to provide these services under their licensure.

2. Wellpath has a Dentist scheduled for 3 days a week. Would the dental workload allow for a reduction to one or 2 days a week? And, what would be the savings?

Unfortunately, the current dental workload at each facility will require three (3) days of dental coverage to provide appropriate care and to maintain NCCHC accreditation. However, dental hours may be reduced if the patient population should drop significantly. If this occurs, Wellpath will immediately notify Guilford County of the opportunity to reduce dental staff and those associated costs.

3. The County is requesting limited access to Wellpath's electronic time keeping system to track Wellpath's staff attendance in our jails. The County will be proposing a schedule of monthly liquidated damages should Wellpath not meet the staffing requirements set out in the contract. Access to your electronic time keeping system is the most efficient method of confirming which Wellpath staff reported to work each week. If access to the time keeping system is not possible, we are open to other ideas of how to confirm staff attendance – the County will not accept a sign in sheet or verifying employee coming and going via video surveillance.

Wellpath  
 1283 Murfreesboro Road  
 Suite 500  
 Nashville, TN 37217

[www.wellpathcare.com](http://www.wellpathcare.com)





Wellpath is willing to provide a monthly report from our Kronos time-keeping system to validate all hours worked. This report will show all hours worked by employee and by position. Wellpath agrees to discuss and implement a schedule of monthly staffing reimbursements.

4. Regarding outside medical treatment costs for inmates. We would like to see a schedule of discounts that Wellpath has negotiated with the local medical providers. Also, the current contract has a provision that the County and Wellpath share (50/50) the amount of the aggregate cap that is not spent on outside medical care. The County is proposing increasing the aggregate cap to \$1M in the hopes of incentivizing Wellpath to more efficiently treat inmates in the jails and to provide additional potential earnings to Wellpath. In consideration for increasing the aggregate cap and allowing Wellpath the opportunity to earn a portion of these savings, the County will expect Wellpath to further trim the total costs of this contract – keeping in mind that the County expects a high level of care for its inmate population.

Based on historical data, we cannot consider this request at this time. The following table illustrates the true cost for the last year and the cost allocated towards first quarter of 2020. As proposed, we are increasing RN coverage to better [assess](#) the resident population. However, we cannot incorporate any financial impact until we fully implement new policies and protocols as we continuously seek the most effective way to manage and provide better care to our patients.

	7/1/2019 – 3/31/2020 Annualized	1/1/2020 – 3/31/2020
<b>Total Off-site &amp; Pharmacy Costs</b>	\$1,116,381	\$366,822

5. The line items in your proposal for staff increases and admin costs in excess of a 5.3% CPI is difficult to justify when CPI is intended to specifically cover such costs. The most recent Medical cost CPI is 5.8%. The County proposes using the most recent CPI to help offset these two line items. We also propose that the potential savings from the aggregate cap increase will help to offset these costs. In either case, the County is not willing to present the Wellpath proposal to the Board of Commissioners showing these two line items as presented. We are unable to find a justification for paying these costs in excess of the CPI. We are interested in Wellpath's additional thoughts on this issue.

Wellpath anticipates staff turnover during the life of this contract. Under the best circumstances, this turnover will be approximately 20%. Under the worst circumstances, including aggressive recruiting, pay rates, and bonuses offered by local hospitals and nursing homes, this turnover may double. Our research indicates the recruitment of nursing and mid-level provider positions will not be possible at the 5.8% rate increase you are proposing. The proposed costs are necessary to provide GCSO's patients with the consistent, quality care expected of Wellpath.





6. Wellpath agreed to performance standards in its contract with Forsyth County. These standards appear to provide for monthly liquidated damages should Wellpath not meet defined performance standards. Guilford County would like to review Wellpath's proposal for similar performance standards in our contract.

Wellpath is willing to discuss implementing some monthly liquidated damages that properly hold us accountable for delivering the contracted requirements. Prior to the imposition of fees, the County shall issue specific written notification of failure to achieve the minimum score on any Key Clinical Indicator. Wellpath shall implement a Corrective Action Plan and have 30 days to cure following receipt of written notice. In the event such deficiency is not cured within the Corrective Action Plan period, the County, at its discretion, may impose fees as mutually agreed upon. We look forward to reviewing the items listed below and implementing them as appropriate.

#### Key Clinical Indicators

Key Clinical Indicator	Review Frequency	Minimum Score	Penalty Amount		
			80-89%	71-79%	below 70%
1. Receiving Screening	Monthly	90%	\$100	\$150	\$200
2. Health Assessment	Monthly	90%	\$100	\$150	\$200
3. Sick Call	Monthly	90%	\$100	\$150	\$200
4. Laboratory	Monthly	90%	\$100	\$150	\$200
5. CIWA/COW Protocols	Monthly	90%	\$100	\$150	\$200
6. Medication Administration	Monthly	90%	\$100	\$150	\$200
7. Initiation of Essential Meds	Monthly	90%	\$100	\$150	\$200
8. Controlled Substance Log	Monthly	90%	\$100	\$150	\$200
9. Segregation Rounds	Monthly	90%	\$100	\$150	\$200
10. Continuity/Coordination of Care	Monthly	90%	\$100	\$150	\$200
11. Medication Services	Monthly	90%	\$100	\$150	\$200

#### General Notes:

- Wellpath will review 10% of the activity in each Key Clinical Indicator area for scoring in accordance with its own Quality Improvement Standards in order to assess compliance with Key Clinical Indicators.
- Audits shall begin for services upon the Effective Date of the Agreement
- Following the Corrective Action Plan Period, Penalties may be assessed based on occurrence if scoring falls below the acceptable threshold for the month being reported. No Penalties shall be assessed for the Corrective Action Plan Period.

#### Clarifications:

- Receiving Screening**
  - A Qualified Health Care Professional (QHP) shall complete a Medical Receiving Screening no later than Four (4) hours of a resident's accepted into the facility custody.
- Health Assessments**



- All residents must receive an initial health assessment, completed by a QHP, no later than fourteen (14) days after commitment to the facility
3. **Sick Call**
    - Unless urgent, residents requesting care using the sick call process shall be seen within twenty-four (24) hours of receipt of the request
  4. **Laboratory**
    - When clinically indicated, on-site diagnostic services are ordered and reviewed according to best practice guidelines. If applicable, all reviews of results are documented in the health record.
  5. **CIWA/COW Protocols**
    - Residents exhibiting symptoms of alcohol or drug withdrawal are managed adequately by a QHP per Wellpath CIWA/COW protocol
  6. **Medication Administration**
    - The medical vendor shall ensure that administration of medication is documented in the patient's health record before the end of each shift
  7. **Initiation of Essential Meds**
    - Residents entering the facility on verifiable critical prescription medication continue to receive the medication in a timely fashion, or justification for an alternate treatment plan is documented
  8. **Controlled Substance Log**
    - The medical vendor shall ensure all Controlled Substance medications are adequately stored and inventoried daily. Facility leadership shall be immediately notified when the Controlled Substance inventory is unbalanced.
  9. **Segregation Rounds**
    - Upon Notification that resident has been placed in segregation:
      1. A QHP reviews the resident's health record
      2. The review and notification, if applicable, are documented in the health record
    - The health professional's monitoring of the segregated resident is based on the degree of isolation:
      1. Residents in solitary confinement with little or no contact with other individuals are monitored daily by medical staff and at least once a week by mental health staff
      2. Residents who are segregated and have limited contact with staff or other inmates are monitored three (3) days a week by medical or mental health staff.
  10. **Continuity & Coordination of Care**
    - QHPs review each transferred resident's health record or summary to ensure continuity of care and medications
  11. **Medication Services**
    - Prescription medication shall be administered within twenty-four (24) hours after being ordered by a QMP. The medical vendor shall administer medication to all residents in designated housing units, to include all somatic and psychotropic medication.





7. Finally, Guilford County would like for Wellpath to break out its total contract cost by our three locations – GSO, HP and Juvenile. Please also show how Guilford County's cost is impacted by having to cover three different facilities rather than one central facility – meaning, what would be the savings if Guilford had one central facility. This in no way implies that Guilford intends to move to one central facility – it is merely a tool to explain the costs of covering three facilities.

We have provided a breakdown of the cost for each facility below.

Greensboro	High Point	Juvenile	Total Contract Price
\$3,454,311	\$1,696,467	\$237,982	\$5,388,760

Sincerely,

Kip Hallman  
President  
858-283-8619  
kip.hallman@wellpath.us

Laura Busbin  
Director of Partnership Development  
229-364-8404  
Laura.busbin@wellpath.us



Event 673

# Inmate Healthcare and Mental Health Services

County of Guilford  
Greensboro, North Carolina



May 6, 2020



# Introductions

ATTACHMENT B



Jeff Traczewski  
Sr. Vice President,  
Partnership Development



Sinecio Cordero  
Director of Pricing



Linda Pansulla, RN,  
MBA, CCHP  
Regional Vice President



Gregory Smith, LPC  
Regional Mental Health Director



Donald Rhodes, M.D.  
Regional Medical Director



Zela Guirola  
Vice President of  
Partnership Development



Laura Busbin, LPN, CCHP  
Director of  
Partnership Development



Darrin Mitchell  
Regional Director  
of Operations



Jessica McMurry  
Manager of Pricing

# Our Objectives To Continue Our Transparent and Collaborative Partnership

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ATTACHMENT B

- ✓ Continued Partnership
- ✓ No Transition
- ✓ Continuous Continuity of Care
- ✓ ERMA, POCC, PAMM, Client Portal – *No additional cost*
- ✓ Community support and partnership

# Wellpath Overview





# Our Presence

ATTACHMENT B

**300,000**  
Patients Served Daily

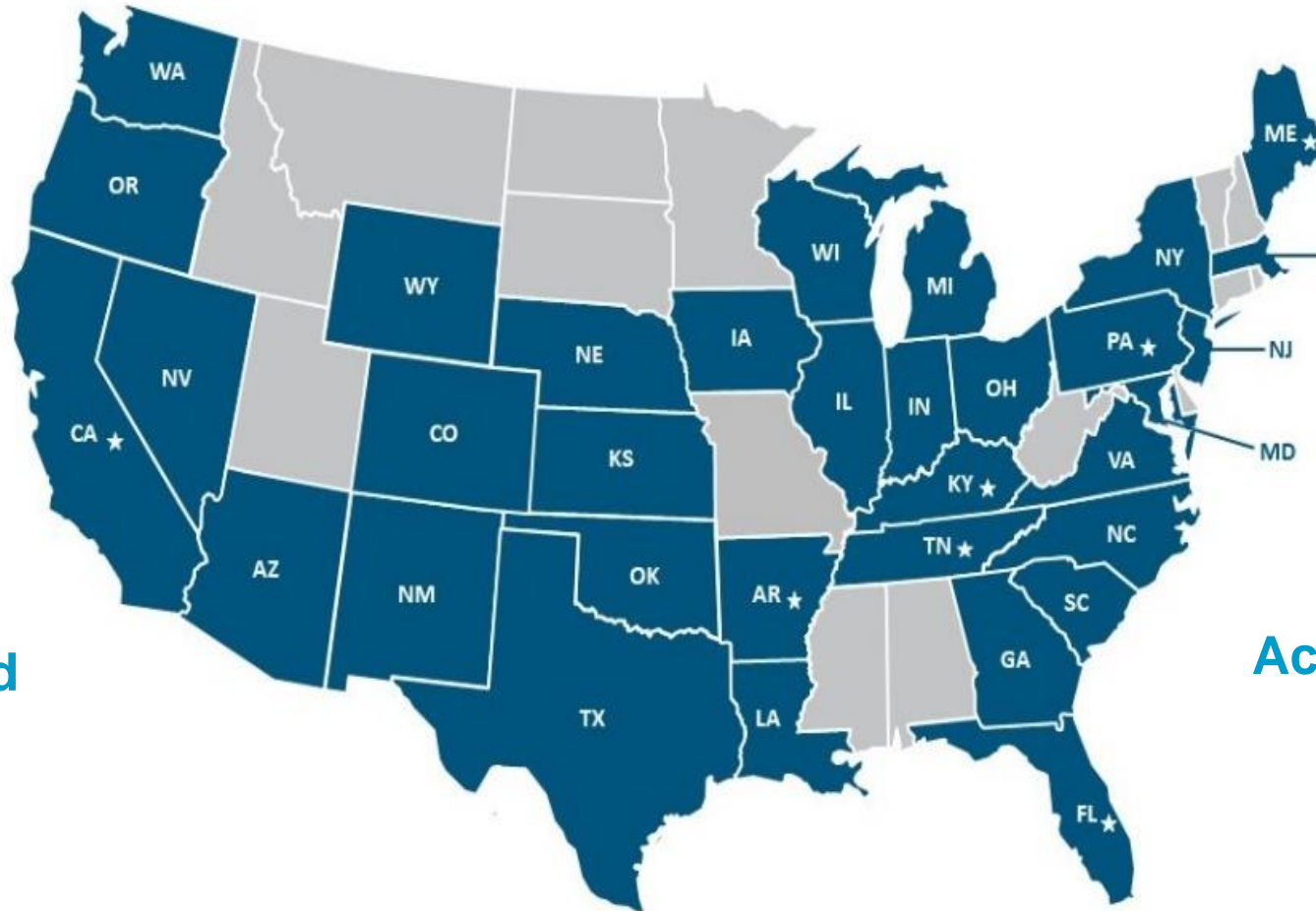
**60,000,000**  
Patient Encounters Annually

**513**  
Partner Facilities

**16,000**  
Healthcare Professionals

**33**  
States Served

**100%**  
Accreditation Success

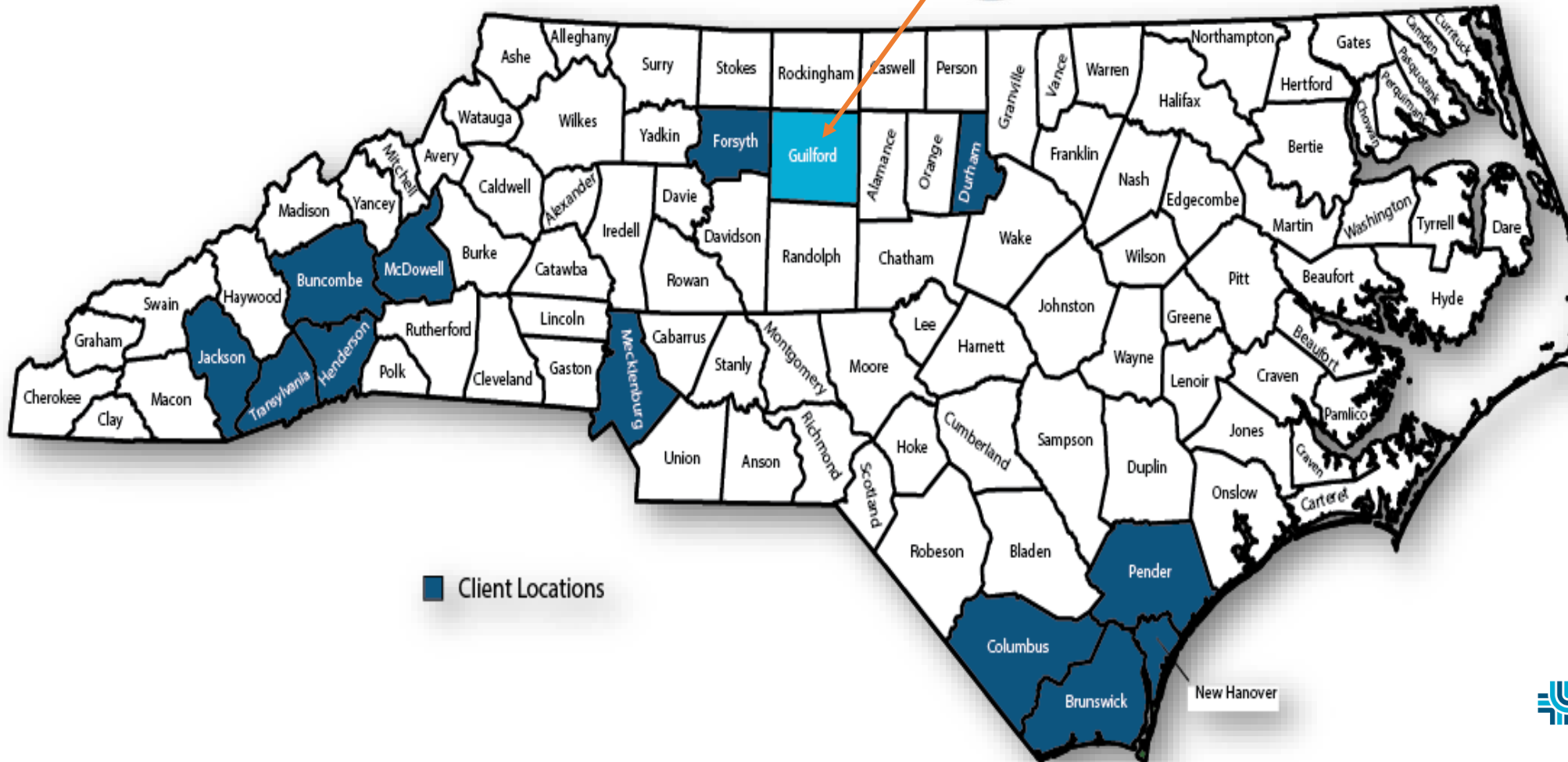




# We Care for North Carolina

ATTACHMENT B

370 Employees Statewide  
38.50 FTE's in Guilford County



# Discussion Topics



# Agenda:

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ATTACHMENT B

- Provide the latest CPI information
- Discuss personnel changes
- Discuss salary increases
- Discuss management overhead

# CPI Information

ATTACHMENT B

## 12-Month Percent Change

**Series Id:** CUUR0000SAM2,CUUS0000SAM2


Not Seasonally Adjusted

**Series Title:** Medical care services in U.S. city average, all urban consumers, not seasonally adjusted

**Area:** U.S. city average

**Item:** Medical care services

**Base Period:** 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2010	3.5	3.7	3.8	3.7	3.4	3.5	3.2	3.2	3.7	3.6	3.4	3.4	3.6	3.4
2011	3.0	3.0	2.7	2.8	3.0	2.9	3.2	3.3	2.8	3.1	3.5	3.6	2.9	3.2
2012	3.7	3.4	3.5	3.7	3.9	4.3	4.4	4.2	4.4	3.9	3.7	3.7	3.7	4.0
2013	3.6	3.9	3.9	3.4	2.9	2.8	2.6	3.1	3.1	2.9	2.6	2.5	3.4	2.8
2014	2.5	2.4	2.4	2.7	3.0	2.6	2.5	1.9	1.7	1.9	2.3	2.4	2.6	2.1
2015	2.3	1.8	1.9	2.6	2.5	2.3	2.3	2.2	2.4	3.0	3.1	2.9	2.2	2.7
2016	3.3	3.9	3.6	3.1	3.5	3.8	4.1	5.1	4.8	4.1	3.9	3.9	3.5	4.3
2017	3.6	3.4	3.4	3.1	2.5	2.5	2.3	1.6	1.7	1.9	1.6	1.6	3.1	1.8
2018	2.0	1.8	2.1	2.2	2.3	2.5	2.3	1.9	2.0	1.9	2.4	2.6	2.2	2.2
2019	2.4	2.4	2.3	2.3	2.8	2.8	3.3	4.3	4.4	5.1	5.1	5.1	2.5	4.6
2020	5.1	5.3	5.5											

# Personnel Changes Provided 5/6/2020

ATTACHMENT B

	Current	RFP Requested	Wellpath Recommended
Position	FTE	FTE	FTE
Health Service Administrator	1.000	1.000	1.000
Director of Nursing	1.000	2.000	1.000
Medical Director	0.625	0.625	0.625
Mid-Level Provider NP/PA	1.375	1.375	1.375
Administrative Assistant	2.000	2.000	2.000
Registered Nurse	6.700	8.700	8.300
Licensed Practical Nurse	18.400	20.425	16.800
Psychiatrist	0.525	0.525	0.375
Psychiatric Nurse Practitioner	0.500	0.500	0.500
Licensed Mental Health Professional	1.875	2.125	4.075
Discharge Planner	0.000	1.000	1.000
Medical Records Clerk	2.000	2.000	2.000
Dentist	0.800	0.800	0.800
Dental Assistant	0.800	0.800	0.800
Licensed Mental Health Counselor	0.900	0.900	-
<b>Total</b>	<b>38.500</b>	<b>44.775</b>	<b>40.650</b>

# Revised Personnel Changes 5/8/2020

ATTACHMENT B

	Current	RFP Requested	Wellpath Recommended (5/6)	Wellpath Updated Recommended (5/8)
Position	FTE	FTE	FTE	FTE
Health Service Administrator	1.000	1.000	1.000	1.000
Director of Nursing	1.000	2.000	1.000	1.000
Medical Director	0.625	0.625	0.625	0.425
Mid-Level Provider NP/PA	1.375	1.375	1.375	1.000
Administrative Assistant	2.000	2.000	2.000	2.000
Registered Nurse	6.700	8.700	8.300	8.000
Licensed Practical Nurse	18.400	20.425	16.800	16.900
Psychiatrist	0.525	0.525	0.375	0.375
Psychiatric Nurse Practitioner	0.500	0.500	0.500	0.500
Licensed Mental Health Professional	1.875	2.125	4.075	4.075
Discharge Planner	0.000	1.000	1.000	1.000
Medical Records Clerk	2.000	2.000	2.000	1.000
Dentist	0.800	0.800	0.800	0.550
Dental Assistant	0.800	0.800	0.800	0.600
Licensed Mental Health Counselor	0.900	0.900	-	-
<b>Total</b>	<b>38.500</b>	<b>44.775</b>	<b>40.650</b>	<b>38.425</b>

# Personnel Changes – Provided 5/6/20

ATTACHMENT B

Guilford, NC Central Recommended Staffing - ADP 750									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Health Service Administrator	4	4	4	4	4			20	0.500
Director of Nursing	4	4	4	4	4			20	0.500
Medical Director	4	4	4	4				16	0.400
Mid-Level Provider NP/PA	8	8	8	8	8			40	1.000
Administrative Assistant	8	8	8	8	8			40	1.000
Registered Nurse	16	16	16	16	8	8	8	88	2.200
Licensed Practical Nurse	36	36	36	36	36	36	36	252	6.300
Psychiatrist	3		3					6	0.150
Psychiatric Nurse Practitioner	4	4	4	4	4			20	0.500
Licensed Mental Health Professional	24	24	18	16	16	16		114	2.850
Discharge Planner	8	8	8	8	8			40	1.000
Medical Records Clerk	8	8	8	8	8			40	1.000
Dentist	8		8		8			24	0.600
Dental Assistant	8		8		8			24	0.600
<b>Total Hours/FTE - Day</b>								<b>744</b>	<b>18.600</b>
Evening Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse	8	8	8	8	8	8	8	56	1.400
Licensed Mental Health Counselor								-	-
<b>Total Hours/FTE - Evening</b>								<b>56</b>	<b>1.400</b>
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse	8	8	8	8	8	8	8	56	1.400
Licensed Practical Nurse	24	24	24	24	24	24	24	168	4.200
<b>Total Hours/FTE - Night</b>								<b>224</b>	<b>5.600</b>
Weekly Total									
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>1,024</b>	<b>25.600</b>



# Revised Personnel Changes – 5/8/20

ATTACHMENT B

Guilford, NC Central Recommended Staffing - ADP 650									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Health Service Administrator	4	4	4	4	4			20	0.500
Director of Nursing	4	4		4	4			16	0.400
Medical Director	8							8	0.200
Mid-Level Provider NP/PA		8	8	8	8			32	0.800
Administrative Assistant	8	8	8	8	8			40	1.000
Registered Nurse	16	16	16	8	8	8	8	80	2.000
Licensed Practical Nurse	36	36	36	36	36	36	36	252	6.300
Psychiatrist	3		3					6	0.150
Psychiatric Nurse Practitioner	4	4	4	4	4			20	0.500
Licensed Mental Health Professional	18	26	14	24	24	8		114	2.850
Discharge Planner	8	8	8	8	8			40	1.000
Medical Records Clerk	8	8	8	8	8			40	1.000
Dentist	8		8					16	0.400
Dental Assistant	8		8					16	0.400
<b>Total Hours/FTE - Day</b>								<b>700</b>	<b>17.500</b>
Evening Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse	8	8	8	8	8	8	8	56	1.400
Licensed Mental Health Counselor								-	-
<b>Total Hours/FTE - Evening</b>								<b>56</b>	<b>1.400</b>
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse	8	8	8	8	8	8	8	56	1.400
Licensed Practical Nurse	24	24	24	24	24	24	24	168	4.200
<b>Total Hours/FTE - Night</b>								<b>224</b>	<b>5.600</b>
Weekly Total									
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>980</b>	<b>24.500</b>



# Personnel Changes - Provided 5/6/20

ATTACHMENT B

Guilford, NC Highpoint Recommended Staffing - ADP 250									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Health Service Administrator	4	4	4	4	4			20	0.500
Director of Nursing	4	4	4	4	4			20	0.500
Medical Director	8							8	0.200
Mid-Level Provider NP/PA	4	4	4	3				15	0.375
Administrative Assistant	8	8	8	8	8			40	1.000
Registered Nurse	12	12		12	12	12	12	72	1.800
Licensed Practical Nurse	10	10	10	10	8	8	8	64	1.600
Licensed Practical Nurse--Intake	-	-	-	-	-	-	-	-	-
Psychiatrist			8					8	0.200
Psychiatric Nurse Practitioner								-	-
Licensed Mental Health Professional*	4	4	4	6	8	8		34	0.850
Medical Records Clerk	8	8	8	8	8			40	1.000
Dentist			8					8	0.200
Dental Assistant			8					8	0.200
<b>Total Hours/FTE - Day</b>								<b>337</b>	<b>8.425</b>
Evening Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse								-	-
Licensed Practical Nurse	8	8	8	8	8	8	8	56	1.400
Licensed Mental Health Counselor								-	-
<b>Total Hours/FTE - Evening</b>								<b>56</b>	<b>1.400</b>
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse	9	9	9	9				36	0.900
Licensed Practical Nurse	12	12	12	12	12	24	24	108	2.700
<b>Total Hours/FTE - Night</b>								<b>144</b>	<b>3.600</b>
Weekly Total									
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>537</b>	<b>13.425</b>

# Revised Personnel Changes -5/8/20

ATTACHMENT B

Guilford, NC Highpoint Recommended Staffing - ADP less than 250									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Health Service Administrator	4	4	4	4	4			20	0.500
Director of Nursing	4	4	8	4	4			24	0.600
Medical Director		8						8	0.200
Mid-Level Provider NP/PA	8							8	0.200
Administrative Assistant	8	8	8	8	8			40	1.000
Registered Nurse	12	12		12	12	12	12	72	1.800
Licensed Practical Nurse	18	18	18	18	16	16	16	120	3.000
Licensed Practical Nurse--Intake	-	-	-	-	-	-	-	-	-
Psychiatrist			8					8	0.200
Psychiatric Nurse Practitioner								-	-
Licensed Mental Health Professional*	8	6	6	6	8			34	0.850
Medical Records Clerk								-	-
Dentist					6			6	0.150
Dental Assistant					8			8	0.200
<b>Total Hours/FTE - Day</b>								<b>348</b>	<b>8.700</b>
Evening Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse								-	-
Licensed Practical Nurse								-	-
Licensed Mental Health Counselor								-	-
<b>Total Hours/FTE - Evening</b>								-	-
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse	7	7	7	7	8			36	0.900
Licensed Practical Nurse	12	12	12	12	12	24	24	108	2.700
<b>Total Hours/FTE - Night</b>								<b>144</b>	<b>3.600</b>
Weekly Total									
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>492</b>	<b>12.300</b>

# Personnel Changes - Juvenile

ATTACHMENT B

Guilford, NC Juvenile Recommended Staffing - ADP 30									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Health Service Administrator								-	-
Director of Nursing								-	-
Medical Director								1	0.025
Mid-Level Provider NP/PA								-	-
Administrative Assistant								-	-
Registered Nurse	4	4	4	4	4			20	0.500
Licensed Practical Nurse	4	4	4	4	4			20	0.500
RN/LPN						4	4	8	0.200
Psychiatrist								1	0.025
Psychiatric Nurse Practitioner								-	-
Licensed Mental Health Professional	5		5		5			15	0.375
Medical Records Clerk								-	-
Dentist								-	-
Dental Assistant								-	-
<b>Total Hours/FTE - Day</b>								<b>65</b>	<b>1.625</b>
Evening Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse								-	-
Licensed Practical Nurse								-	-
<b>Total Hours/FTE - Evening</b>								<b>-</b>	<b>-</b>
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse								-	-
Licensed Practical Nurse								-	-
<b>Total Hours/FTE - Night</b>								<b>-</b>	<b>-</b>
Weekly Total									
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>65</b>	<b>1.625</b>

# Services Overview

ATTACHMENT B

SERVICES OVERVIEW	
Advanced Technology: <i>At no additional charge</i>	
ERMA Electronic Medical Records	✓
Client Portal	✓
PAMM	✓
E-Consults	✓
POCC	✓
Professional On-site Services	
Medical Services	✓
On-Call 24/7	✓
Policies and Procedures	✓
Laboratory Services	✓
X-Ray Services	✓
Disposable Medical Supplies	✓
Medical Waste Disposal	✓
Basic Medical Training - Jail Staff	✓
Comprehensive Medical Malpractice Insurance	✓
Corporate Management and Oversight	✓

# Services Overview

ATTACHMENT B

SERVICES OVERVIEW		
Professional Off-site Services		Cap
Ambulance Services	✓	✓
Hospitalization	✓	✓
Laboratory Services	✓	✓
X-Ray Services	✓	✓
Off-Site Dental Services	✓	✓
Specialty Services	✓	✓
ERMA Electronic Medical Records and Care Management	✓	
Pharmacy Services	Cap	Cap
Complete Pharmaceutical Management	✓	✓
Pharmaceuticals: Over-the-Counter	✓	✓
Pharmaceuticals: Prescriptions	✓	✓
Pharmaceuticals: Mental Health/Psychotropic	✓	✓
Pharmaceuticals: HIV/Aids, Hepatitis, Biologicals	✓	✓

# Wage & Benefit Increases

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ATTACHMENT B

- Highly Competitive Healthcare market
- Retention of staff for better continuity care
- Ability to attract qualified and experienced staff
- Increases in healthcare benefits for employees

# Cost Proposal



# Contract Profit/Loss

ATTACHMENT B

Line Item Description	7/1/17 - 6/30/18	7/1/18 to 6/30/19	7/1/19 to 6/30/20 Annualized	Original Submission	Updated Price (5/6)	New Price with Revised Salaries	New Price with Revised Salaries & Staffing
Price	\$ 4,270,890	\$ 4,364,849	\$ 4,469,606	\$ 6,492,322	\$ 5,410,228	\$ 5,723,018	\$ 5,419,235
Staffing	3,145,873	3,325,492	3,670,147	4,495,067	3,895,198	3,843,194	3,565,706
Aggregate Annual Cap (Consulting/Specialty Care Inpatient Hospital Care, Pharmaceuticals, Hospital Emergency Care Costs)	575,000	575,000	575,000	1,000,000	575,000	1,000,000	1,000,000
On-site Medical Care & Insurance	271,503	290,339	271,806	284,008	279,605	279,302	253,007
General Administrative and Operating Costs	339,462	355,552	379,193	399,193	399,193	399,193	399,193
Profit/(Loss)	\$ (60,947)	\$ (181,533)	\$ (426,540)	\$ 314,054	\$ 261,232	\$ 201,329	\$ 201,329



# Walk Variance Tables per Pricing Option

ATTACHMENT B

Updated Price  
(5/6)

Current Contract Price – Sheriff's Office & Juvenile Detention Center	\$4,469,606	\$4,469,606	Variance
Additional Annual Aggregate Cap	\$425,000	\$ -	\$ (425,000)
Personnel Increase	\$766,396	\$ 166,527	\$ (599,869)
5.3% CPI Increase for 2020	\$236,889	\$ 236,889	\$ -
Wage/Benefit Adjustment Increase in excess of CPI	\$281,670	\$ 281,670	\$ -
Increase to cover Corporate Support and Overhead	\$312,761	\$ 255,536	\$ (57,225)
Wellpath Recommended Staffing Price - Sheriff's Office & Juvenile Detention Center	\$6,492,322	\$5,410,228	\$ (1,082,094)

New Price with  
Revised  
Salaries

Current Contract Price – Sheriff's Office & Juvenile Detention Center	\$4,469,606	\$4,469,606	Variance
Additional Annual Aggregate Cap	\$425,000	\$ 425,000	\$ -
Personnel Increase	\$766,396	\$ 161,150	\$ (605,246)
5.3% CPI Increase for 2020	\$236,889	\$ 236,889	\$ -
Wage/Benefit Adjustment Increase in excess of CPI	\$281,670	\$ 235,043	\$ (46,627)
Increase to cover Corporate Support and Overhead	\$312,761	\$ 195,330	\$ (117,431)
Wellpath Recommended Staffing Price - Sheriff's Office & Juvenile Detention Center	\$6,492,322	\$ 5,723,018	\$ (769,304)

New Price with  
Revised  
Salaries and  
Staffing

Current Contract Price – Sheriff's Office & Juvenile Detention Center	\$4,469,606	\$4,469,606	Variance
Additional Annual Aggregate Cap	\$425,000	\$ 425,000	\$ -
Personnel Increase/(Decrease)	\$766,396	\$ (109,797)	\$ (876,193)
5.3% CPI Increase for 2020	\$236,889	\$ 236,889	\$ -
Wage/Benefit Adjustment Increase in excess of CPI	\$281,670	\$ 228,502	\$ (53,168)
Increase to cover Corporate Support and Overhead	\$312,761	\$ 169,035	\$ (143,726)
Wellpath Recommended Staffing Price - Sheriff's Office & Juvenile Detention Center	\$6,492,322	\$5,419,235	\$ (1,073,087)

# Questions



# Thank you

We look forward to  
our continued  
partnership!



STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

**AFFIDAVIT REGARDING E-VERIFY**

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of  
WELLPATH, LLC (the entity doing business with Guilford County, hereinafter "Employer")  
after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify 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 in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
  - a. YES \_\_\_\_\_; or,
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

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

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)