There is a <u>MANDATORY</u> Pre-Bid Conference for *RFP 11804018* "Comprehensive Inmate Healthcare Services for the Oklahoma County Detention Center". It is scheduled for:

Tuesday, February 13th, 2018,01:00 p.m. CDT

# **LOCATION:**

Oklahoma County Detention Center 201 North Shartel Avenue Oklahoma City, 73102-2227

# OKLAHOMA COUNTY CENTRAL PURCHASING



# INVITATION TO BID/ REQUEST FOR PROPOSAL

Solicitation Number: 11804018 Comprehensive Inmate Healthcare Services for the Oklahoma

**County Detention Center** 

**Solicitation Type:** 

RFP ITB Multi-Step

Issue Date: January 29, 2018

Bid Due Date/Time: March 14th, 2018 @ 9 a.m. CST

RETURN BIDS TO:
Oklahoma County
Central Purchasing
320 Robert S. Kerr, Suite 117
Oklahoma City, Oklahoma 73102

(See Submission Procedures Section 2.1.4 of the Purchasing and Bid Regulations Section)

•	
Purchasing Officer/Age	ent: Jane Gaston, CPPO
Phone Number: 405-713-1490	Email: jgaston@oklahomacounty.org
Bidder's FEI/SSN: Company: Address:	SHIP TO ADDRESS/PLACE OF PERFORMANCE  MANDATORY PRE-PROPOSAL CONFERENCE AND MANDATORY WALK-THROUGH  Oklahoma County Detention Center
Contact Name :Fax No  Email Address:	201 North Shartel Avenue Oklahoma City, OK 73102-2227 February 13th, 2018 at 1PM

## THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED

AFFIDAVIT: I, the undersigned of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any County Official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any County Official concerning exchange of money or thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of Oklahoma County (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

No person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, corruption, or sales to the State or to any of its political subdivisions may make sale of real or personal property to Oklahoma County.

Affiant further states that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Oklahoma County. False execution of this affidavit shall constitute perjury and is punishable as provided by law.

Bidder's Name (Type or Print):	
Bidder's Signature:	Date:
Subscribed and sworn before me this day of	_, 20
My Commission Expires	NOTARY PUBLIC (CLERK)

# OKLAHOMA COUNTY GENERAL TERMS AND CONDITIONS INVITATION TO BID & REQUEST FOR PROPOSAL

#### 1. Explanation to Bidders.

Bidders who need clarification shall contact the Central Purchasing officer or agent shown on the ITB/RFP. Oral explanations or instructions given before award of a contract will not be binding. Any information given a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would preclude other bidders.

#### 2. **Type of Contract**.

This is a firm fixed price contract for the supplies/services specified.

#### 3. Preparation of Bids.

- a. Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- b. Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink, notarized with original signatures. Penciled bids, faxed or emailed bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- c. Unit price shall be entered on the form provided or a copy thereof.
- d. If supplier wishes to bid "all or none" this must be clearly shown on the bid.
- e. Recipients of this solicitation not responding with a bid shall return only the front sheet annotated with "no bid", their company name and address.

#### 4. FOB Destination and Shipping Instructions.

a. Unless otherwise specified, all goods are to be shipped pre-paid, F.O.B. Destination. F.O.B. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The County assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.

#### 5. Delivery.

. For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Purchasing Agent or appropriate buyer with respect to delivery under this contract. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.

#### 6. Changes.

No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Purchasing Agent or appropriate Purchasing Officer.

#### 7. Amendments to Invitation to Bid.

- a. If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- b. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment form. Central Purchasing must receive the acknowledgement by the opening time and date specified for receipt of bids.

#### 8. Rejection.

All goods or materials purchased herein are subject to approval by the end user. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the end user or returned, will be at the Vendor's risk and expense.

#### 9. Oral Agreements.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Department.

# 10. Bid Compliance.

The County reserves the right to reject any bid that does not comply with the requirements and specifications of the solicitation. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the County.

# OKLAHOMA COUNTY GENERAL TERMS AND CONDITIONS INVITATION TO BID & REQUEST FOR PROPOSAL CONTINUED

#### 11. Evaluation and Award.

- a. The County shall evaluate bids in response to this solicitation and will award a contract based on lowest and best criteria in accordance with Oklahoma Statute Title 19, Section 1505.
- b. Acquisition based on lowest and best criteria which includes but not limited to the operational cost the County, quality and/or technical competency, delivery and/or implementation schedule, maximum facilitation, data exchange and/or integration, warranties, guarantees, return policy, vendor stability, best solution to proposed planning documents and/or strategic program, vendor experience, vendor prior performance, vendor expertise with similar scope, extent and quality of proposed participation and acceptance of all user groups, proven methodology and tools, innovative use of current technologies and quality results by vendor.
- c. The County may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- d. The County reserves the right to accept by item, group of items or by the total bid.
- e. The County may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

#### 12. Notice of Award.

A notice of award letter signed by the Oklahoma County Commissioners will be furnished to each successful bidder and shall result in a binding contract. The award notice is ONLY a notice to the successful bidder(s). The bidder must contact the Department listed for order information. No order may be placed without a purchase order being issued by Oklahoma County.

## 13. Invoicing Instructions.

- a. The invoice shall state the name and address of the vendor and must be sufficiently itemized to clearly describe each item purchase, the unit price when applicable, the number or volume of each item purchased, the total price, the total purchase price, purchase order number, and the date of the purchase.
- b. The vendor shall be paid upon submission of proper invoices to the ordering department at the prices stipulated on the bid/contract. Invoices shall contain the purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.
- c. Oklahoma County payment terms are Net 30 days from receipt of invoice.

#### 14. Identification.

All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.

#### 15. Prompt Payment Discounts.

Discounts for prompt payment will not be considered in the evaluation of bids. However, any discount offered will be annotated on the award and may be taken if payment is made with the discount period.

#### 16. State and Federal Taxes.

Purchases by the County are not subject to any sales tax or federal excise tax. Exemption certificates will be furnished upon request.

#### 17. Warranty.

- a. The successful bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services; and rights and remedies provided herein are in addition to and do not limit any rights afforded to Oklahoma County by any other term of this contract.
- b. Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed except that if a particular purpose is stated, the material must then be fit for that particular purpose.

# 18. Brand Name or Equivalent

When a brand is named in the solicitation it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired, unless the term "Brand Name Only" is used in conjunction with the line item(s) in which case only that brand name will be accepted. Brands of equal quality, performance, and use shall be considered, provided vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand, which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to reject the bid.

19. **Usage Reports:** Awarded vendors must submit quarterly usage reports. Reports shall provide the total dollar amounts sold to all Oklahoma County departments. Reports shall be submitted quarterly regardless of quantity. Usage reports shall be delivered to Oklahoma County Purchasing Department, 320 Robert S. Kerr, Suite 117, Oklahoma City, OK

73102, within 30 calendar days upon completion of performance quarter period cited below. Contract quarterly reporting periods shall be as follows:

# OKLAHOMA COUNTY GENERAL TERMS AND CONDITIONS INVITATION TO BID & REQUEST FOR PROPOSAL CONTINUED

January 1 through March 31 April 1 through June 30 July 1 through September 30 October 1 through December 31

Failure to provide usage reports may result in cancellation or suspension of contract. \*\*\*Usage reports apply only to county-wide contracts.

- No Conflicts Provision: The Contractor, by signing this bid/proposal, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County (the "Board") on October 4, 1999, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work, materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such Resolution: (a) contracts entered into by the Board with publicly held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.
- 21. **Construction Project Bid Requirements:** (Construction Contracts Only) The Contractor, by signing this bid/proposal hereby represents and warrants that the Contractor is in compliance with Oklahoma State Statute Title 61 Section 107 paragraphs A-D.
  - A. A bidder on a public construction contract exceeding Fifty Thousand Dollars (\$50,000.00) shall accompany the bid with:
  - 1. A certified check, cashier's check or bid bond equal to five percent (5%) of the bid, which shall be deposited with the awarding public agency as a guaranty; or
  - 2. An irrevocable letter of credit containing terms the Construction and Properties Division of the Department of Central Services prescribes, issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in an amount equal to five percent (5%) of the bid. The awarding public agency shall deposit the irrevocable letter of credit with the Division.
  - B. The cost of republication of the notice to bidders, actual expenses incurred by reason of the bidder's default and the difference between the low bid of the defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded, but not to exceed the amount of the certified check, cashier's check, bid bond or irrevocable letter of credit may, at the discretion of the awarding public agency, be forfeited to the awarding public agency in the event the apparently successful bidder fails to execute the contract or fails to provide the required bonds or irrevocable letters of credit and insurance to the awarding public agency.
  - C. The public agency shall, upon receipt of notice from the awarding public agency, return a certified or cashier's check, bid bond, or irrevocable letter of credit to the successful bidder on execution and delivery of the contract and required bonds or irrevocable letters of credit and insurance. Checks of unsuccessful bidders shall be returned to them in accordance with the terms of the bid solicitation.
  - D. Nothing contained herein shall be construed so as to prevent the awarding public agency or the courts from exonerating the bidder and other parties to the bid security document from liability upon a timely showing that the bidder committed what the courts have determined under the common law to be an excusable bidding error and for that reason it would not be equitable to enforce the bid security.

#### 22. Execution of Contract (Construction Contracts Only as required by law):

- A. Except as otherwise provided by law, within the period of time, not to exceed sixty (60) days, specified in the bid notice by the awarding public agency, a contract embodying the terms set forth in the bidding documents shall be executed by the awarding public agency and the successful bidder. No bidder shall obtain any property right in a contract awarded under the provisions of the Public Competitive Bidding Act of 1974 until the contract has been fully executed by both the bidder and the awarding public agency.
- B. Except as otherwise provided by law, within the period of time specified in subsection A of this section, the following shall be provided by the contractor to the awarding public agency for contracts exceeding Fifty Thousand Dollars (\$50,000.00):
- 1. A bond or irrevocable letter of credit complying with the provisions of Section 1 of this title;
- 2. A bond in a sum equal to the contract price, with adequate surety, or an irrevocable letter of credit containing terms prescribed by the Construction and Properties Division of the Department of Central Services issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in a sum equal to the contract price, to ensure the proper and prompt completion of the work in accordance with the provisions of the contract and bidding documents;
- 3. A bond in a sum equal to the contract price or an irrevocable letter of credit containing terms as prescribed by the Division issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in a sum equal to the contract price, to protect the awarding public agency against defective workmanship and materials for a period of one (1) year after acceptance of the project; and
- 4. Public liability and workers' compensation insurance during construction in reasonable amounts. A public agency may require the contractor to name the public agency and its architects or engineers, or both, as an additional assured under the public liability insurance, which requirement, if made, shall be specifically set forth in the bidding documents.
- C. A single irrevocable letter of credit may be used to satisfy paragraphs 1, 2 and 3 of subsection B of this section, provided such single irrevocable letter of credit meets all applicable requirements of subsection B of this section.

If the contractor needs additional time in which to obtain the bond required pursuant to subsection B of this section, the contractor may request and the awarding agency may allow the contractor an additional sixty (60) days in which to obtain the bond.

- D. 1. After the award of a contract, but prior to its execution, an awarding public agency, upon discovery of an administrative error in the award process that would void an otherwise valid award, may suspend the time of execution of the contract. The agency may rescind the award and re-advertise for bids, or may direct correction of the error and award the contract to the lowest responsible bidder, whichever shall be in the best interests of the state.
- 2. If the awarding public agency has a governing body, the agency shall, at the next regularly scheduled public business meeting of the governing body of the agency, upon the record, present to the governing body that an error has been made in the award process and shall state the nature of the error. The governing body, upon presentation of the facts of the error, may rescind the award and re-advertise for bids, or may direct correction of the error and award the contract to the lowest responsible bidder, whichever shall be in the best interests of the state.
- E. No public agency shall require for any public construction project, nor shall any general contractor submit a project bid based on acquiring or participating in, any wrap-up, wrap-around, or controlled insurance program. For the purposes of this subsection, "wrap-up, wrap-around, or controlled insurance program" means any insurance program that has the effect of disabling or rendering inapplicable any workers' compensation, commercial general liability, builders' risk, completed operations, or excess liability insurance coverage carried by a subcontractor that is engaged or to be engaged on a public construction project.
- F. This act shall not apply to the public construction projects of constitutional agencies which had authorized a wrap-up, wrap-around, or controlled insurance program on or before April 11, 2000.

#### **PURCHASING AND BID REGULATIONS**

- A Vendors wishing to do business with the County should be included on the "Bidders List" maintained by the Purchasing Dept. All vendors are eligible for consideration.
- B Vendors wishing to be added to Oklahoma County's "Bidders List" can subscribe via e-mail at www.oklahomacounty.org.
- C Removal from "Bidders List"
  - 1 **Removal or Suspension**. The Purchasing Agent may remove any vendor on the "Bidders List" for such period of time as is deemed necessary by the Purchasing Agent.
  - 2 Cause for Removal or Suspension. The following shall be deemed sufficient grounds for removal, suspension or cancellation of contract.
  - --a-- Three (3) consecutive failures to respond to the Notice to Bid.
  - --b-- Failure to post satisfactory performance bond when required.
  - --c-- Consistent failure to conform to contract specifications.
  - --d-- Failure to make timely delivery.
  - --e-- Failure to keep bid firm for the time specified on the Notice to Bid.
  - --f-- Collusion with others to restrain competitive bidding.
  - --g-- Bankruptcy or other evidence of insolvency of the bidder.
  - --h-- Giving false or misleading information to register or to submit a bid.
  - --i-- Any violation of these rules and regulations or other evidence indicating the vendor is no longer qualified to do business with the County.
  - 3 Notice of removal or suspension may be appealed in writing within five (5) working days after notice of removal or suspension.

#### **BID PROCEDURES**

- A Bid selection. If no bids are received and a new bid is not issued, the County Purchasing Agent may solicit telephone quotes from three or more vendors selected at random and select the lowest and best bid.
- B Formal requirements on bid form.
  - --1-- Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. All bids, quotations, and contracts shall be typewritten or written in ink. Any corrections to this instrument shall be initialed in ink.
  - --2-- This form must be made out in the name of the bidder and must be properly executed by an authorized person, in ink, and notarized with full knowledge and acceptance of all its provisions.
  - --3-- Bids and any bid amendments thereto shall be submitted in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. BID NUMBER AND BID OPENING DATE MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### C Bid contents - Terms and Conditions

- 1 **Entire Agreement**. The General Terms & Conditions of this solicitation, together with the specifications and any other documents made a part of the bid package, shall constitute the entire agreement between the parties.
- 2 **Amendments**. An amendment will be issued for any changes or waivers of specifications, terms, or conditions of a bid. This amendment must be issued by the County Purchasing Department.
- 3 **Offer Firm for Thirty Days**. Bid prices will be firm until approved by the Board of County Commissioners or for 30 calendar days from the bid opening date.
- 4 Unit and Total Prices. Prices per unit should be clearly shown and extended. Bidder guarantees the unit price to be correct.
- 5 **Items to be New**. Unless otherwise stated with the solicitation, goods, materials or equipment offered are to be new and of current design.
- 6 Alternate Bids. Alternate bids may be considered if accompanied by complete specifications and pertinent information.
- 7 Non-Acceptance of Split Award "All or None Bid". The Board reserves the right to make an award to items or groups of items listed on a bid. If the vendor wishes to bid All or None this must be stated on the bid.
- 8 **Title and Risk or Loss**. Title to goods shall not pass from the vendor until such goods are received by the requesting departments receiving officer. Risk of loss prior to such receipt shall be borne by the vendor.
- 9 **Shipping Instruction**. Firm price should be F.O.B. destination unless otherwise specified. The bidder shall prepay all packaging, handling, shipping & delivery charges.
- 10 **Inspection and Rejection**. All goods and materials shall be subject to inspection by the receiving officer. Any goods not in complete conformance with the contract specifications, defective in material or workmanship, or found to contain latent defects, may be rejected. Such goods are to be removed and replaced by and at the cost of the vendor promptly after notification. The costs of inspection and risk of loss shall be borne by the vendor.

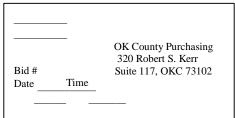
11 **Payment**. Payment by the County for goods received shall **not** constitute acceptance if subsequent events reveals latent defects or a failure to meet contract specification. Payment for a partial delivery shall **not** be deemed acceptance of undelivered goods.

#### PURCHASING AND BID REGULATIONS CONTINUED

- 12 **Exemption from Taxes**. Purchases made by the County are exempt from State Sales Taxes (68 Okla. Stat. 71&23532) and from Federal Excise Taxes (Chapter #32 of the Internal Revenue Code). These taxes should not be included in price quotation.
- 13 **Payment Terms**. Terms are to be such as to allow a minimum of net thirty (30) days for payments.
- 14 **Bid Security**. When a deposit is made by the bidder it is a guarantee that, should they be the successful bidder, they will enter into a contract in accordance with the terms and conditions specified.
- --a-- This security may be in the form of a certified check or cashiers check, a bid bond or performance bond.
- --b-- Bid security may be required for out-of-state bidders, service contract bidders and other special circumstances as needed by the County.
- --c-- When bids requiring security are opened, money will be deposited and a record will be kept by the Board of County Commissioners. All bidders will receive their deposit back after compliance by the successful bidder.

#### D Submission Procedures

1 **Sealed Envelope**. Bids must be submitted in a sealed envelope with the name and address of the vendor, the bid number and date and time of closing clearly marked on the outside of the envelope. See illustration.



- Where to Submit. Bids are to be mailed or submitted to the Oklahoma County Purchasing Department, Suite 117, 320 Robert S. Kerr, Oklahoma City, OK 73102 between the hours of 8:00 AM and 5:00 PM (Central Local Time) Monday through Friday excluding County observed holidays.
- 3 **Change or Withdrawal of Bid.** A bid may not be changed or withdrawn after is has been received unless changes are to be made by submission of a substitute bid or a letter may be submitted to the Purchasing Agent withdrawing a bid before the bid due date which will be returned to the vendor.
- 4 Late Bids. By definition local time is the time clock located in the Purchasing Department and is synchronized with the County's Computer System. The time/date stamp clock in the Oklahoma County Purchasing Department shall be the official time of receipt. Bids received after the due date & time listed on the solicitation will be rejected. Late bids shall not be accepted. Late bids will be returned to the vendor unopened.

#### E Grounds for Rejection

Any bid which does not meet the requirements or specifications of the solicitation or is unsuitable for the intended use, or does not comply with these rules and regulations may be rejected. The County Commissioners reserve the right to reject any or all bids when such is deemed in the best interest of the County.

#### **TERMINATION**

Subject to the provisions below, the contract award derived from this Invitation to Bid or Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

### 1. Termination of Convenience

This contract award shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

#### 2. Termination for Default

Termination by the County for cause, default, or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

#### 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the Contract shall be canceled, and the County will not be obligated to pay the Contractor for any amount

past the date of notification of termination. The County shall have sole discretion to cancel said Contract base on non-appropriation of funds for whatever reason.

#### 4. Immediate Termination

Immediate termination shall be administered when violations are found to be an impediment to the function of the County and detrimental to its cause, or when conditions preclude the 30 day notice.

Based on S.A.&I. Form 1-4001 (2002) Revised form for Oklahoma County approved by S.A.&I. August 19, 2002

#### AFFIDAVIT FOR CONTRACTS AND PAYMENTS

STATE OF OKLAHOMA	) ) SS				
COUNTY OF OKLAHOMA	) 33				
The Undersigned (Architect, C is true and correct, and that the contractor), and that the affiant Contractor.					
Affiant further states specifications, orders or reques any elected official, officer or ething of value to obtain or proc	employee of the State of Ol	affiant further states klahoma, any count	that (s)he has made no p	payment directly or indirec	ctly to
That the Affiant under that the Contractor is in compli [(the "Board")] on 10-4-99, whe shall be interested, directly or is any purchase made for or sales RESOLUTION SHALL BE All contracts entered into by the Bosettlements or arrangements of office of the District Attorney; contracts entered into by the Boservices, or materials sought by	nich provides that no office indirectly, in any contract for made by, to or with Oklah BSOLUTELY VOID; provo oard with publicly held cor claims or lawsuits brought (c) the depositing of funds oard with an individual or o	279-99 adopted by the ror employee of Olfor services, work making County, AND wided, however, the reporations; or (b) cout by or against Oklahor contracts for the	the Board of County Con- lahoma County, whethe tterials, supplies or equipally ALL SUCH CONTRAC following shall not be in- tracts entered into by the thoma County that are be depositing of funds in a	nmissioners of Oklahoma r hired, elected or appointed pment, or the profits thereof TS IN VIOLATION OF Striction of such resolutions and that arise from ing prosecuted or defended bank or other depository;	County ed, of, or in SUCH on: (a)
Bus	siness name of Contractor,	Architect, Supplier	or Engineer		
	nted Name of Affiant:				
	ividually and on behalf of t		20		
By_	ested to before me this				

Note: 62 OKL.ST.ANN. §§ 310.9 (A & B), require counties executing contracts with an Architect, Contractor, Engineer or Supplier of Materials of Twenty Five Thousand Dollars (\$25,000.00) or more to complete the statement required by Section 3109 of Title 74.

VENDOR MUST LIST ANY EXCEPTIONS TO BID SPECIFICATIONS:
It is the County's intent that this Invitation to Bid (ITB)/Request for Proposal (RFP) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language,
requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close

\*\*\* Questions and Answers: Any questions pertaining to this bid must be submitted no later than 5:00 pm Central Daylight Time on February 23<sup>rd</sup>, 2018 via fax, email, or mail. Send questions to:

Purchasing Department before issuance of the purchase order.

While Oklahoma County intends to make an award to the lowest and best bidder(s), the various county departments will compare pricing as awarded on this bid to the Oklahoma Statewide contracts. If pricing and availability is determined to be of greater advantage to the department, the county reserves the right to purchase from that statewide vendor under the provisions of Oklahoma Statute Title 19 Section 1501. A. 3.para. l & m. Proper justification will be provided by the end user to the County

Oklahoma County Central Purchasing Attention: Amanda Madison, CPO 320 Robert S Kerr, Suite 117

Oklahoma City, OK 73102 Fax Number: 405-713-1491

Email: amadison@oklahomacounty.org

# REQUEST FOR PROPOSAL RFP #11804018

# COMPREHENSIVE INMATE HEALTHCARE SERVICES FOR THE OKLAHOMA COUNTY DETENTION CENTER

# 1. SCOPE, INTENT, AND REQUIREMENTS

- **A.** Oklahoma County, on behalf of the Oklahoma County Sheriff's Office (**COUNTY**), is requesting sealed proposals from qualified inmate healthcare service providers for the provision of comprehensive healthcare services, healthcare personnel, and program support services for the inmates of the Oklahoma County Detention Center (**OCDC**).
  - 1. The intent of this RFP is to: (1) establish and maximize the use of an on-site inmate healthcare services program to meet the medical needs of inmates (e.g., initial physical assessments, ongoing evaluation and treatment of minor medical conditions, reduce off-site trips, and stabilization of urgent and emergency medical conditions); (2) establish an on-site Dental Services program to meet the basic dental needs of inmates (e.g., initial assessment, extractions, examinations, and emergency treatment); (3) establish an on-site Mental Healthcare program to meet the needs of the inmates; and (4) establish an off-site Provider Network of hospitals, physicians, and other ancillary medical providers to provide medically necessary services to inmates which cannot be provided on-site at the **OCDC**. The primary objective of this RFP is to provide cost-effective, medically necessary services, and maintain a level of quality in accordance with standards established by the National Commission on Correctional Healthcare (NCCHC), the American Correctional Association (ACA), the United States Department of Justice (USDOJ) and the Oklahoma State Jail Standards. The entity to implement these objectives shall be referred to as the Medical Provider (MP). The subsequent contract shall apply to inmates that are housed in the OCDC and included in the base population. The base population for bidding purposes shall be 1800. Any variations from the specific requirements of the RFP shall be clearly identified and listed in a separate section of MP's proposal. The successful MP shall negotiate in good faith with Oklahoma County to formulate a contract for comprehensive inmate healthcare services. This RFP and the successful bid shall become, and remain a part of the final contract for services.
  - 2. Proposals shall meet the following criteria: (1) Bidders shall present evidence that the MP can maintain the facility's current NCCHC and ACA accreditation; (2) All healthcare services shall be provided by competent, credentialed healthcare professionals; (3) Managed by professional administrators; (4) Ensuring quality cost-effective, measurable healthcare results.

#### **B.** Statistical information:

FY	Total Booked	Avg Days Custody	Avg Daily Population	Juv (M)	Juv (F)	Adult (M)	Adult (F)
Last 3 Months*	9575	8	1930	31	5	6823	2716
2017-18**	20623	11	2086	69	6	14855	5693
2016-17	49176	22	2395	149	18	35797	13212
2015-16	51767	24	2582	113	16	37933	13705
2014-15	50779	25	2635	115	22	3069	13573

<sup>\*</sup> October 2017 - December 2017

- **C. Medical Unit Description**: The existing medical unit is located on the 13th floor of the **OCDC**. The medical unit contains 3 clinics, pharmacy, office space, and observation cells (each with a sink and toilet).
- **D. Proposer Qualifications**: The following qualifications are the mandatory minimum requirements. Failure to meet these requirements shall result in your firm's disqualification from consideration.
  - 1. Proposals shall be considered only from MPs who can clearly demonstrate to Oklahoma County a professional ability to perform the type of work specified within the Request for Proposal.
  - **2. MP** shall be actively engaged, for a minimum period of three (3) years, in providing comprehensive inmate healthcare services in jails.
  - **3. MP** shall demonstrate their capability of providing quality inmate healthcare services for correctional institutions in a competent and cost effective manner.
  - **4. MP** shall demonstrate achievement in attaining and maintaining United States Department of Justice (DOJ) standards, National Commission on Correctional Healthcare (NCCHC) accreditation, and American Correctional Association (ACA) accreditation.
  - **5. MP** shall be able to provide the name(s) and qualifications of references to those individual(s) who would potentially be responsible for managing on-site operations (Health Services Administrator), be responsible for managing the clinical operations (Medical Director), and any and all company personnel who will be handling this contract.
  - **6. MP** shall demonstrate that it has proven recruitment capabilities for the medical personnel (e.g., physicians, nurses, support staff, laboratory and x-ray services, etc...) necessary to competently perform the services required in this RFP. The **MP** shall employ only licensed, certified, and professionally trained personnel.
  - 7. MP shall demonstrate that it has the capabilities to effectively supervise and monitor the comprehensive inmate healthcare services at the OCDC, as well as the capabilities to provide ongoing technical and medical support to on-site personnel.
  - **8. MP** shall demonstrate that it has the capabilities to effectively supervise and monitor the mental health population at the **OCDC**.
  - **9. MP** shall demonstrate their methodologies of providing ongoing Quality Assurance.

<sup>\*\*</sup> Jul 2017 - December 2017

**10. MP** shall demonstrate their capability of providing ongoing education to inmates and staff in regards to healthcare, mental health and suicide prevention to meet relevant standards.

# E. Litigation and Claims History:

- 1. MP shall submit a listing of all legal claims, closed and pending, relating to inmate healthcare services, problems or disputes over the MP's performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, malpractice, civil rights individual versus class action, etc. Cases shall be separated by litigation type, i.e. state tort, malpractice, federal civil rights violations cases (identified as individual or class action), or related to contract terms, termination, breach, or failure to perform. The MP shall supplement this information for the duration of the contract.
- **2. MP** shall provide all information on any legal settlements during the last five (5) years, listing the dollar amounts and describing the terms of the agreement. The same shall be provided for all other firms included as sub-MPs to the **MP**.
- **3. MP** shall also specifically disclose any jails, prisons, counties, or states operating a facility that the **MP** has sued. Failure to disclose such legal actions may be grounds for the **COUNTY** to reject the proposal and eliminate it from further consideration. The same shall be provided for all other firms included as sub-MPs to the **MP**.
- **4. MP** shall list all contracts terminated early by the **MP**, explaining the reason for each early termination. The same shall be provided for all other firms included as sub-MPs to the **MP**.
- **5. MP** shall list all contracts cancelled in the last five (5) years, explaining the reason for each cancellation. The same shall be provided for all other firms included as sub-MPs to the **MP**.
- **6. MP** shall list all contracts in the last five (5) years that were cancelled or terminated early by any government agency or private correctional company, explaining the reason for each cancellation and/or termination. The same shall be provided for all other firms included as sub-MPs to the **MP**.

#### F. Contract Length:

- 1. The MP shall furnish the labor, materials, and supplies necessary to provide comprehensive inmate healthcare services, as per the accepted RFP, proposal, and contract, for the remaining portion of the 2017-18 Fiscal Year and a period of one year beginning July 1, 2018 and ending June 30, 2019. The Agreement shall be confirmed in a contractual arrangement agreed to by both parties.
- 2. The initial award made as a result of this proposal shall be for the period as set forth above. After such time, the contract shall be renewable annually for up to four (4) additional twelve- month periods, if mutually agreed to by both parties before the end of each contract period.

#### **G.** Contract Termination

1. The Sheriff shall have the authority to submit a written recommendation to terminate the contract for default to include unreasonable nonperformance. This recommendation shall be supported through specific documented instances. The MP shall be provided with an opportunity to cure the conditions within a specified and reasonable time period; if cured to the satisfaction of the COUNTY, no termination shall occur.

- **2.** Either party shall have the option to terminate the contract without cause based upon ninety (90) days written notice.
- **3.** Either party shall have the right to renegotiate the contract should there be a material change in the scope of services.

#### H. Damages:

- 1. Upon contract award the MP and the COUNTY shall negotiate the methodology to determine and assess identified damages for failure in providing intake screenings, history and physicals, chronic care clinics and timely, accurate medication administration.
- 2. FAILURE TO MEET SERVICE REQUIREMENTS Liquidated damages shall be assessed where MP repeatedly fails to meet service requirements or fails to correct contract deficiencies. The following shall apply in assessing liquidated damages under this action.
  - a) No liquidated damages shall be assessed if, within ten (10) business days of first written notice from the **COUNTY**, the **MP** corrects reported deficiencies.
  - **b)** Liquidated damages in the amount of \$1,000.00 per day from the date of first written notice, shall be assessed if after written notice from the **COUNTY**, the **MP** fails to correct reported deficiencies.
  - c) Liquidated damages in the amount of \$5,000.00 per day from the date of first written notice, shall be assessed if after written notice from the COUNTY, the MP fails to correct within twenty-four (24) hours, any reported deficiency that constitutes a serious violation of Oklahoma State Jail Standards, or other conditions, or practices that pose a substantial and immediate danger to the life, health or safety of one or more inmates or employees.
  - d) Liquidated damages in the amount of \$10,000.00 per day from the date of first written notice, shall be assessed where the same instance of unsatisfactory service occurs on three or more occasions within a ninety (90) day period, whether or not the deficiencies have been previously corrected.
  - e) Liquidated damages shall be paid by the MP to the COUNTY within ten (10) business days of receipt of a written notice of demand from the COUNTY for damages due.

#### I. Insurance Requirements:

1. Upon award of this contract, entry into a contract is expressly conditioned upon the MP obtaining certificates of insurance indicating that the insurance requirements below listed are in force.

#### **2.** Hold Harmless Agreement:

- a) The MP shall defend, indemnify and hold harmless the COUNTY, OCDC, and their representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from the negligent or wrongful act or omission of the MP, its agents, servants, or employees, in the execution of the contracted work
- b) The COUNTY, to the extent allowed by law, shall defend, indemnify and hold harmless the MP, and their representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from the negligent or wrongful act or omission of the COUNTY, their agents, servants, or employees, in the execution of the contracted work.

#### 3. Instructions:

a) The MP shall not commence work under this contract until the MP has obtained all insurance required under this section and such insurance has been approved by the COUNTY, nor shall the MP allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of insurance shall have the OCDC listed as "Additional Named Insured" for the proposed work.

#### 4. Workers' Compensation Insurance and Employers' Liability Insurance:

a) The MP shall obtain and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such insurance in the County of Oklahoma and in all counties covering all the MP's employees, and in the case of any work sublet, the MP shall require the MP's subcontractors similarly to provide statutory Workers Compensation Insurance for the subcontractor's employees. The MP shall obtain and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$500,000 per accident/injury by an authorized insurance company.

#### 5. Commercial General Liability Insurance:

- a) The MP shall obtain and maintain during the life of this contract such Commercial General Liability Insurance as shall protect the MP against claims for damages resulting from bodily injury, including wrongful death and property damage, which may arise from operations under this contract whether such operations be by the MP or by any MP subcontractor. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:
  - (1) Each Occurrence \$ 1,000,000
  - (2) General Aggregate \$ 2,000,000

#### 6. Professional Liability Insurance:

- a) The MP shall maintain during the life of this contract such Professional Liability Insurance as shall protect the MP against claims for damages resulting from medical incidents, which may arise from operations under this contract, whether such operations are by the MP, or the MP staff. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:
  - (1) \$1,000,000 each incident; and
  - (2) \$3,000,000 aggregate.

## 7. Certificate of Insurance:

a) The MP shall furnish the OCDC Jail Administrator and the COUNTY with a copy of the certificate(s) of insurance evidencing policies required in this Section. The MP shall give the OCDC Jail Administrator and the COUNTY no less than thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the MP shall furnish a certificate of insurance evidencing renewal of such coverage to the OCDC Jail Administrator and the COUNTY. The certificates of insurance shall clearly reference this contract number.

#### 8. Subcontractor's Insurance:

a) The MP shall require each MP subcontractor to obtain and maintain during the life of the subcontract the same insurance coverage required of the MP in this Section, including the extensions of coverage required. The COUNTY depending on the particular service being performed by the subcontractor may grant exceptions. Each subcontractor shall furnish to the MP two (2) copies of a certificate of insurance. The MP shall furnish one copy of the certificate to the COUNTY.

#### J. Non-Discrimination

1. The MP shall agree to comply with the policies of the OCDC, Oklahoma County and Oklahoma State laws whereby discrimination is prohibited on the grounds of race, religion, color, sex, age, or national origin.

#### **II. THE CONTRACTED MP SHALL PROVIDE:**

- A. Comprehensive inmate healthcare services that are legally defendable, constitutional, and that meet Oklahoma Jail Standards, United States Department of Justice (DOJ) Standards, National Commission on Correctional Healthcare (NCCHC) standards, American Correctional Association (ACA) standards, in addition to all Federal, State and local laws, ordinances, rules and regulations.
- **B.** A singularly designated Medical Director who is a physician licensed to practice in Oklahoma with the responsibility for assuring the appropriateness and adequacy of inmate healthcare services.
- **C.** A full-time Health Services Administrator (HSA) that shall serve as liaison between the medical and security staff and have the authority to oversee the administrative requirements of healthcare programs such as recruitment, staffing, scheduling, data gathering, financial monitoring, policy and procedure development and review, contracts, medical recording keeping, and other management services.
- **D.** Full-time Psychiatrist designated to supervise the appropriateness and adequacy of inmate mental health services.
- **E.** Copies of clearly defined, written agreements and memorandums of understanding (MOU) for twenty- four (24) hour services with hospitals, physicians and others involved in providing care to inmates shall be provided to and approved by the **COUNTY**. All subcontracts of every nature are also subject to the approval of the **COUNTY**.
- **F.** A Comprehensive Annual Statistical Report to the **OCDC** Jail Administrator and to the **COUNTY** Sheriff or designee, no more than thirty (30) days after the conclusion of each contract period.
- **G.** A Monthly Statistical Report that shall be submitted no more than ten (10) days after the conclusion of each month to the **OCDC** Jail Administrator and the **COUNTY** Sheriff or designee to include, but not limited to, the following data:
  - 1. Number of Inmate requests for various services;
  - 2. Number of Inmates seen at sick call;
  - **3.** Number of Inmates seen by physician;
  - 4. Number of Inmates seen by dentist;

- **5.** Number of Inmates seen by psychiatrist;
- **6.** Number of Inmates seen by Mental Health Professional (MSW);
- 7. Off-site hospital admissions including the number of inpatient days;
- **8.** Medical specialty consultation referrals;
- **9.** Number of Inmate intake medical screenings;
- 10. Number of Fourteen (14) and Seven (7) Day History & Physical Assessments;
- 11. Number of Psychiatric evaluations;
- 12. Number, by type, of Diagnostic studies;
- **13.** Report of third party reimbursement, pursuit & recovery;
- **14.** Number and percentage of inmate population dispensed medication;
- 15. Number of Inmates testing positive for sexually transmitted disease (STD);
- **16.** Number of Inmates testing positive for AIDS or AIDS Antibodies;
- **17.** Number of Inmates testing positive for TB;
- **18.** Inmate mortality;
- 19. Total number of hours worked by entire medical staff, specifying each post or shift;
- **20.** Number of Inmate Complaints and Grievances, detailing process from initial receipt through resolution for each complaint.
- **21.** Additional data deemed necessary by the **OCDC** Jail Administrator.
- **H.** A Daily Statistical Report for the previous twenty-four (24) hours shall be submitted to the **OCDC** Jail Administrator, no later than 10:00 a.m. the following day to include, but not limited to, the following data:
  - 1. Transfers to off-site hospital emergency departments;
  - 2. Communicable disease reporting;
  - **3.** Suicide data (i.e. attempts & precautions taken);
  - **4.** Status report of inmates in local hospitals and infirmaries;
  - **5.** Staffing;
  - 6. Completed medical incident report copies;
  - 7. Completed medical grievance report copies;
  - 8. History & physical status report
- **I.** Regularly scheduled, documented meetings with **OCDC** staff to evaluate statistics, program needs, problems, and coordination between security personnel and medical personnel.
- **J.** A documented disaster plan with regard to the role of healthcare staff in times of emergency or threat thereof.

- K. The COUNTY owns the existing medical equipment and office furnishings. In the event that additional equipment or furnishings with a purchase price of \$5,000 or greater is required during the term of the contract, a detailed list of equipment, with justification and itemized cost, shall be formally submitted to the OCDC Jail Administrator for consideration. If the MP believes that additional equipment shall be required prior to start-up, a detailed list of equipment, with justification and itemized cost, shall be included as part of the proposal.
- **L.** The provision of any equipment and furnishings with a purchase price less than \$5,000 shall be the procurement responsibility of the **MP**. Upon contract termination, all equipment and furnishings purchased by the **MP** shall become the property of the **COUNTY**.
- M. The MP shall provide all bio-hazardous medical waste containers and supplies, consistent with all Federal, State, and Local mandates and Occupational Health and Safety Administration (OHSA) requirements. The MP's employees shall be responsible for the proper collection and safe storage of all bio-hazardous medical waste. All bio-hazardous storage shall be locked, and disposals shall be frequent enough to minimize the need for increased storage capacity. The MP shall establish and fund a contract for bio-hazardous medical waste, and ensure timely pick up of said waste.
- N. The MP shall provide an on-site reference library at the OCDC with sufficient reference materials for both Medical and Mental Health professionals. This reference material shall include the most current professional standards of the NCCHC, as well as facility-specific policies and procedures and the minutes of all health-related meetings. This library shall be accessible to all Medical and Mental Health staff, on all shifts. Quality improvement documents shall be included, unless confidential materials prohibit such open placement.
- O. Quality Improvement- The MP shall provide a quality improvement (QI) program. The QI program shall be utilized to evaluate the healthcare provided to the inmates, at both on-site and off-site locations, on a continual basis for quality, appropriateness, and continuity of care. The MP shall actively seek out opportunities for improvement for problems identified by the contract monitor or OCDC Jail Administrator regarding the on-site medical services rendered to inmates.

#### III. LEVEL OF SERVICE

- **A.** Final staffing for the delivery of inmate healthcare services shall be mutually agreed upon by written contract between the **MP** and the **COUNTY**. Adequate healthcare personnel are required for twenty-four (24) hour per day inmate healthcare services.
- **B. MP** shall establish on-site inmate healthcare and mental health services focusing on cost containment without compromising the quality of services deemed medically necessary.
- C. Nursing services shall be available to provide for the following:
  - 1. Medical section coverage at all times;
  - 2. Intake screening on all inmates at time of admission;
  - **3.** Histories and physicals on inmates within fourteen (14) calendar days of admission, seven (7) calendar days for juveniles;
  - 4. Medications as prescribed;

- 5. Sick call triage and follow-up on a daily basis;
- **6.** Appropriate and timely responses to medical needs and emergencies;
- **7.** Physical support services.
- **D.** Sufficient **MP** clerical support staff shall be available to support the medical contract.
- **E.** Written job descriptions and post orders to define specific duties and responsibilities for all assignments shall be available at all times.
- **F.** Copies of staffing schedules encompassing all healthcare staff shall be posted in designated areas and submitted to the **OCDC** Jail Administrator weekly, with updates regarding changes.
- **G. MP** shall be required to credit the **COUNTY** for double the actual cost of service hours not provided by any Inmate Healthcare Services staff position beginning thirty (30) calendar days after the initial date of non-service.
- **H.** The **MP** shall provide a written plan for orientation and staff development/training appropriate to their healthcare delivery activity for all healthcare personnel. This plan shall outline the frequency of continuing training for each staff position.
- laws that adequately meets the needs of the inmate population. Medications shall be administered to inmates as prescribed. Appropriately trained healthcare personnel shall administer medications and the administration of each dose shall be documented electronically in a Medication Manager System (i.e. Guardian® Medication Manager) with all records to be retained as the property of the OCDC upon expiration or termination of this contract. The pharmaceutical program shall also include guidelines for administering medications to those inmates scheduled to be temporarily out of the OCDC (e.g., for court appearances). All aspects of NCCHC and ACA standards shall be defined in the MP's policies and procedures. The MP's pharmaceutical program shall address, at a minimum, the following:
  - 1. Medication ordering process;
  - 2. Medication administration system, to include Direct Observed Therapy (DOT);
  - **3.** Routine/non-urgent medication shall be administered within twenty-four (24) hours of physician's orders, with urgent medication provided as required and ordered by physician;
  - 4. Electronic documentation of inmate education addressing potential medication side effects;
  - **5.** Electronic documentation of medication administration to inmates, utilizing the medication administration record;
  - **6.** Electronic documentation of an inmate's refusal to take a prescribed medication;
  - 7. Requirements for physician evaluations prior to the renewal of medication orders, to include psychotropic medications. The re-evaluations shall be documented electronically in the inmate's health record;
  - **8.** All medications shall be maintained under proper conditions in a secure area;
  - 9. An electronic log indicating the use of stock medications shall be maintained;
  - **10.** Written policies and procedures for the removal and disposal of all outdated, unneeded, and surplus medications.
- **J.** The **MP**'s dental care program shall address, at a minimum, the following:

- **1.** Dental care shall be provided under the direction and supervision of a dentist licensed in the State of Oklahoma;
- 2. The provision of dental treatment based on a list of dental priorities, and not limited to extractions when the health of the inmate would otherwise be adversely affected as determined by the dentist;
- **3.** The provision of oral screenings for inmates within fourteen (14) days for adults and seven (7) days for juveniles of admission, to include dental education and oral hygiene instruction within one (1) month of admission. A dentist shall perform an oral examination of all inmates, adults and juveniles, within sixty (60) days of admission;
- **4.** The dental clinic shall be staffed and operated on a set schedule, and for a sufficient number of hours, as indicated in the staffing plan included in this RFP. The **MP** shall specify the number of hours in their response to this RFP, if different than the included staffing plan.
- **K.** The **MP** shall provide and maintain medical and dental orthoses and other aids to impairment when the health of the inmate would be adversely affected, as determined by the **MP**'s Medical Director. All costs associated with the provision of these requirements shall be applied to the contracted annual aggregate capitation.
- L. The MP shall ensure the availability of laboratory studies as deemed necessary. Routine and Stat laboratory specimens shall be processed, and written reports shall be provided in a timely manner. The MP shall review all abnormal test results. The MP shall provide equipment and supplies to perform on-site laboratory testing as required by NCCHC and ACA standards.
- **M.** The **MP** shall ensure the availability of radiological studies as deemed necessary. Routine and Stat radiology services shall be processed, and written reports shall be provided in a timely manner. A board-certified or board-eligible radiologist shall interpret all radiological test results.
- **N.** The **MP** shall be responsible for cooperating with the established food service program to ensure the provision of medically necessary diets. These diets shall include, but are not limited to: Mechanical Soft (chewing/digestive issues), Low Sodium, ADA Diabetic (specify number of calories), Full Liquid, and Clear Liquid.
- O. The MP shall, in concert with the OCDC Jail Administrator, develop policies and procedures that define the management of inmate complaints and grievances related to inmate healthcare services that shall include a process for appeals. The MP shall develop a system of tracking inmate complaints and grievances, from initial receipt to final resolution. The MP shall actively acknowledge and answer all inmate healthcare service related complaints and grievances no more than twenty-four (24) hours after initial receipt.
- P. The OCDC utilizes an inmate medical co-pay system, requiring that inmates be charged for inmate healthcare services, including but not limited to Intake Screening. The MP shall actively participate in the inmate medical co-pay billing process, by providing timely and accurate documentation to the OCDC Inmate Trust Accounting office. The MP's failure to adhere to the inmate medical co-pay billing process procedures shall result in a financial penalty equal to the amount of any lost revenue. Any changes to the inmate medical co-pay system shall be authorized in writing by the COUNTY.
- **Q.** The **MP** shall not be responsible for the provision of routine healthcare services to **OCDC** staff. However, the **MP** shall provide the following services for the **OCDC** staff:

- 1. Annual tuberculin skin testing and appropriate referral;
- 2. Hepatitis B vaccinations;
- 3. Annual Influenza vaccinations;
- 4. Provide on-site emergency intervention for staff, inmates, and visitors when necessary;
- **5.** Ongoing, structured health education, including but not limited to: infectious diseases, management of emergency situations, and other topics required by NCCHC standards, ACA standards, United States DOJ standards, and Oklahoma Jail standards.

# IV. CARE, TREATMENT & ON-SITE SERVICE REQUIREMENTS

- **A.** The **MP** shall provide an on-site inmate healthcare services program focusing on cost containment without compromising the quality of care deemed medically necessary. Including, but not limited to the following:
  - 1. Pre-Screening- A prescreen evaluation shall be conducted by a licensed healthcare professional at the time a prisoner is presented for booking, prior to an Intake Screening. No unconscious person or person who appears to be seriously injured shall be admitted to the OCDC. They shall be referred immediately for emergency medical attention and their admission or return to the OCDC is predicated upon the presentation of a written medical clearance.
  - 2. Intake Screening- A licensed healthcare professional shall perform an intake screening on incoming inmates upon admission to the OCDC. Individuals brought into the OCDC to be placed in custody shall be medically cleared prior to booking. The screening shall identify those individuals with medical conditions, mental disorders, inmates in need of Restrictive Housing or close supervision, and those with suicidal tendencies. Inmates shall be booked and committed into the OCDC twenty-four (24) hours a day, seven (7) days a week. OCDC staff shall be notified if an inmate refuses any aspect of the intake screening and the inmate shall be recommended for placement in special confinement and segregated from the general population.

The screening examination should include, at a minimum, documentation of the following:

- a) Inquiry into current illnesses, health problems, and conditions, including:
  - (1) Any past history of tuberculosis or other infectious or communicable illness, or symptoms- e.g., chronic cough, hemoptysis (spitting up blood), lethargy, weakness, weight loss, loss of appetite, fever, night sweats -suggestive of such illness;
  - (2) Mental health problems including suicidal ideation and hospitalization to include inpatient psych care;
  - (3) Dental problems;
  - (4) Allergies;
  - (5) Medications taken and special health (including dietary) requirements;
  - **(6)** For women, date of last menstrual period, current gynecological problems, and pregnancy;

- (7) Use of alcohol and other drugs, including types, methods (including needle sharing), date or time of last use, and problems that may have occurred after ceasing use (e.g., convulsions);
- (8) Other health problems designated by the responsible physician; and
- **(9)** Cognitive or physical impairments.
- **b)** Observation of the following:
  - (1) Appearance (e.g., sweating, tremors, anxious, disheveled);
  - **(2)** Behavior (e.g., disorderly, appropriate, insensible);
  - (3) State of consciousness (e.g., alert, responsive, lethargic);
  - (4) Ease of movement (e.g., body deformities and gait);
  - (5) Breathing (e.g., persistent cough or hyperventilation) and
  - (6) Skin (including lesions, jaundice, rashes, infestations, bruises, scars, tattoos and needle marks or other indications of drug abuse, body deformities or other physical abnormalities).
- **c)** When clinically indicated, there is an immediate referral to an appropriate health care service.
- **d)** Notation of the disposition of the inmate, such as immediate referral to an appropriate healthcare service, approval for placement in the general inmate population with later referral to an appropriate healthcare service, or approval for placement in the general inmate population.
- **e)** Immediate needs are identified and addressed and potentially infectious inmates are isolated.
- **f)** A screening questionnaire for tuberculosis is completed at intake with a PPD given during the History and Physical, no later than 14 days after admission.
- g) Medical and mental health screenings; history of sexual abuse
  - (1) If the screening pursuant to § 115.41 Prison Rape Elimination Act (PREA) indicates that a prison inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
  - (2) If the screening pursuant to § 115.41 Prison Rape Elimination Act (PREA) indicates that a prison inmate has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a mental health practitioner within 14 days of the intake screening.
  - (3) If the screening pursuant to § 115.41 Prison Rape Elimination Act (PREA) indicates that a jail inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.

- (4) Any information related to sexual victimization or abusiveness that occurred in an institutional setting shall be strictly limited to medical and mental health practitioners and other staff, as necessary, to inform treatment plans and security and management decisions, including housing, bed, work, education, and program assignments, or as otherwise required by Federal, State, or local law.
- (5) Medical and mental health practitioners shall obtain informed consent from inmates before reporting information about prior sexual victimization that did not occur in an institutional setting, unless the inmate is under the age of 18.
- 3. Inmate Placement- The MP shall work in conjunction with the OCDC's classification staff to provide appropriate inmate placement, to include but not limited to the following: general inmate population, general inmate population with referral to the appropriate healthcare service at OCDC, immediate referral to a physician or physician's assistant when indicated, and referral to an appropriate off-site preferred provider/facility for emergency treatment.
- 4. Transfer Screening- A transfer screening shall be performed by qualified healthcare professionals on all transfers within twelve (12) hours of arrival to ensure continuity of care. Notification to OCDC Command Staff shall ensure transfer completion in a timely manner. Transfer screening to include, but not limited to: Review of inmate's medical, dental, and mental health issue; current medications; current treatment plan; and results of a complete intake screen.
- **5.** Seven (7) Day and Fourteen (14) Day Inmate Health Assessments:
  - a) MP shall develop policies and procedures for seven (7) day and fourteen (14) day inmate health assessments, which shall be subject to review and comment by the OCDC Jail Administrator or his designee.
  - b) A licensed physician, midlevel provider, or an appropriately trained registered nurse shall complete inmate health assessments no more than seven (7) days for juvenile inmates and no more than fourteen (14) days for adult inmates of an inmate's booking and physical placement into the OCDC, in accordance with NCCHC, ACA, USDOJ, and Oklahoma State Jail Standards.
  - c) The seven (7) day and fourteen (14) day inmate health assessments shall include, but not be limited to, the following, as appropriate:
    - (1) A review of the intake screening results, and the collection of additional data to complete the inmate's medical, dental, mental health history;
    - (2) Laboratory and/or diagnostic tests to detect communicable diseases, including sexually transmitted diseases and tuberculosis, and other tests as determined by the responsible physician upon consultation with and approval by the local public health authority;
    - (3) Recording of current vital statistics, including but not limited to: height, weight, pulse, blood pressure, and temperature;
    - (4) A physical examination, including comments about mental status;
    - (5) Other tests and examinations, as deemed appropriate;

- **(6)** A review of the findings of the inmate health assessment and tests, including identification by a physician of any problems;
- (7) Initiation of therapy and immunizations, when deemed appropriate;
- (8) Dental history, including but not limited to in oral hygiene and oral health education; and
- (9) A structured interview in which inquiries are made in the following items:
  - (a) History of hospitalization and outpatient treatment;
  - (b) Current psychotropic medication;
  - (c) Suicidal ideation and history of suicidal behavior;
  - (d) Illicit drug usage;
  - (e) Alcohol usage;
  - (f) History of sex offenses;
  - (g) History of expressively violent behavior;
  - **(h)** History of victimization due to criminal violence;
  - (i) Special education placement and history of cerebral trauma; and
  - (j) Emotional response to incarceration.
- **d)** The inmate health assessment shall also include a tuberculin PPD skin test and a RPR Syphilis blood test, if not previously completed.
- e) The MP shall be required to credit the COUNTY one thousand dollars (\$1,000) per day per inmate for any incomplete inmate health assessments for each day over the seven (7) days for juvenile inmates and fourteen (14) days for adult inmates. The MP shall provide a weekly report that lists the number of inmate health assessments, including the inmate's names, which are within seven (7) days of reaching this deadline. The MP shall also provide a weekly report that lists the number of inmate health assessments, including the inmate's names, which failed to meet the requirements of the seven (7) day and fourteen (14) day Inmate Health Assessments. These reports shall be provided to the OCDC Jail Administrator.

#### 6. Mental Healthcare Services

- a) The MP shall be responsible for providing all inmates with the necessary mental healthcare services.
- **b)** The mental healthcare program shall include two (2) singularly designated Psychiatrists that are licensed to practice in Oklahoma.
- c) The MP shall establish policies and procedures detailing the processes for the screening, diagnosis, treatment, and referral of inmate mental health conditions.
- d) A licensed Mental Health Professional (MHP Master) shall conduct an initial mental health screening within seven (7) days for juvenile inmates and fourteen (14) days for adult inmates, unless clinically indicated to intervene prior to that time.
  - (1) The provisions of Mental Health treatment shall be stabilization, education and Pharmacological.
  - (2) Treatment Plans shall be developed for all inmates receiving mental health services.
  - (3) Education shall be provided to staff regarding suicidal ideation.

- e) An Oklahoma licensed Psychiatrist shall be on-call twenty-four (24) hours per day, seven (7) days per week.
- **f)** At a minimum, a licensed Mental Health Professional (MHP Master) shall provide weekly on-site assessments of clinically symptomatic inmates.
- g) The MP's inmate healthcare personnel shall be trained on the identification and treatment of inmates who are at risk of suicidal and/or homicidal behavior. Detailed policies and procedures shall be established for both the on-site treatment of such identified inmates and for referrals to off-site mental health professionals when deemed medically necessary for continued treatment.

### 7. Inmate Requests for Healthcare Services

- a) The MP shall establish policies and procedures for handling and responding to inmate requests for healthcare services. MP policies and procedures shall be subject to review and comment by the OCDC Jail Administrator.
- b) Inmates shall have the opportunity, daily, to request healthcare services. Inmates may request service orally, in writing, or electronically. Healthcare personnel shall review each request and determine the appropriate course of action, to include but not limited to: immediate intervention, scheduling for nursing sick call, and provider evaluation.
- c) The MP shall establish a system to efficiently collect, triage, and respond to inmate requests for healthcare services.
- d) The MP shall establish assessment protocols to facilitate a five (5) days per week sick call process. The assessment protocols shall be appropriate for the level of skill and preparation of the nursing personnel tasked with this responsibility. The assessment protocols shall comply with all NCCHC, ACA, USDOJ, and Oklahoma State Jail Standards.
- e) The OCDC utilizes an inmate medical co-pay system, requiring that inmates be charged for inmate healthcare services, including but not limited to Intake Screening. The MP shall actively participate in the inmate medical co-pay billing process, by providing timely and accurate documentation to the OCDC Inmate Trust Accounting office. The MP's failure to adhere to the inmate medical co-pay billing process procedures shall result in a financial penalty equal to the amount of any lost revenue. Any changes to the inmate medical co-pay system shall be authorized in writing by the COUNTY.

#### 8. Restrictive Housing Rounds

- a) Healthcare or Mental health personnel will participate in multidisciplinary team meetings weekly to assess the restrictive housing population and needs or risks to transition them back to general population.
- b) Qualified healthcare personnel shall perform grand rounds on inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) to monitor the inmates' health status, and to ensure access to healthcare services seven (7) days a week. A record of the restrictive housing grand rounds shall be maintained with clinical encounters and shall be noted in the inmates' healthcare records.
- c) The MP's monitoring requirements of segregated inmates is based on the degree of isolation:

- (1) Inmates under extreme isolation with little to no contact with other individuals shall be monitored daily by the MP;
- (2) Inmates under isolation with limited contact with staff or other inmates shall be monitored no less than three (3) times per week by the MP.

#### 9. Women's Preventative Healthcare

- a) The MP shall be responsible for the provision of medically necessary healthcare services to the female inmate population, to include but not limited to the following:
  - (1) Screening for sexually transmitted diseases such as Syphilis, Gonorrhea, and Chlamydia;
  - (2) Annual Papanicolaou testing (Pap smear) as medically indicated; and
  - (3) Mammograms as medically indicated based on medical history or an abnormal breast examination.
- **b)** The **MP** shall establish policies and procedures specific to the healthcare of pregnant inmates, to include but not limited to the following:
  - (1) Pre-natal care, including regular monitoring by an Obstetrician;
  - (2) Provision of appropriate vitamins and dietary needs;
  - (3) Identification and disposition of high-risk pregnancies, including appropriate referrals; and
  - (4) The MP shall not be responsible for fetal healthcare services nor postnatal newborn healthcare services however a postnatal healthcare plan shall be developed for the mother prior to delivery.

#### 10. Infectious and Communicable Diseases, Chronic Illnesses, and Special Healthcare Needs

- a) The MP shall establish policies and procedures for the care and handling of inmates diagnosed with infectious and communicable diseases, chronic illnesses, and other special healthcare needs.
- b) The MP shall develop an infection control program that focuses on surveillance, prevention, treatment, and reporting. In addition to procedures generic to "infectious diseases," disease-specific programs shall be established to include but not limited to the following:
  - (1) Tuberculosis
    - (a) The MP shall develop a Tuberculosis (TB) program which includes surveillance, treatment, and monitoring that is consistent with community standards.
    - **(b)** Any inmates with a positive Purified Protein Derivative (PPD) skin test result shall receive a chest x-ray, with appropriate follow-up care, including isolation, if required.
  - (2) Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS)
    - (a) Voluntary HIV testing and counseling shall be made available on a confidential basis to any inmate who requests testing and counseling.

- **(b)** A physician shall evaluate any inmate who is identified as having HIV disease. HIV inmates shall have access to infectious disease specialists and HIV medications as deemed medically necessary.
- (c) The MP shall ensure that all inmates that are released with an infectious or communicable disease are provided with community referrals for follow-up healthcare.
- (d) A committee shall be established and include the MP and a representative of the OCDC Quality Assurance division to be responsible for the OCDC infectious control program (positive PPD, TB, Hepatitis, etc.) in accordance with the NCCHC, ACA, USDOJ, and Oklahoma State Jail standards.
- **(e)** The **MP** shall establish policies and procedures for the identification, treatment, and monitoring of inmates diagnosed with chronic illnesses and special healthcare needs.
- **(f)** The **MP** shall establish policies and procedures for the identification, treatment, and monitoring of inmates diagnosed with head or body lice infestations.
- **(g)** All aspects of the management of infectious and communicable diseases, chronic illnesses, and special healthcare needs shall be addressed in the **MP**'s policies and procedures documentation and shall meet the standards established by the NCCHC, ACA, USDOJ, and Oklahoma State Jail standards.

#### 11. Emergency Healthcare Services

- a) The MP shall establish policies and procedures to address emergency situations. These emergency policies and procedures shall provide for immediate response by the inmate healthcare personnel to stabilize the patient. Emergency services to include but not limited to first aid and cardiopulmonary resuscitation services shall be provided on-site.
- **b)** The **MP** shall notify the **OCDC** shift supervisor when an off-site emergency transfer is required, so that custodial transportation services can be coordinated.
- c) The MP shall immediately report all emergency transfers to the OCDC Jail Administrator or designee. The report shall include but not be limited to the following information:
  - (1) Inmate's full name and Master Number;
  - (2) The date and time that emergency service was requested;
  - (3) The date and time that emergency service was initiated;
  - (4) The nature of the emergency;
  - (5) The date and time of the inmate's departure to off-site facility;
  - **(6)** The current, then final disposition.
- d) The MP shall establish policies and procedures to address the healthcare aspects of the OCDC emergency response plan. The related policies and procedures shall be subject to approval by the OCDC Jail Administrator and shall include, but not be limited to the following:
  - (1) Detailed responsibilities of the inmate healthcare personnel;
  - (2) Detailed procedures for triage;
  - (3) Predetermination of primary and secondary sites for healthcare;

- (4) Emergency contact information and detailed procedures for alerting the inmate healthcare personnel and the community emergency response providers (e.g., hospitals, ambulatory services); and
- (5) Detailed contingency plans for each element of the inmate healthcare emergency response plan.

## 12. Discharge Planning

- **a)** The **MP** shall establish policies and procedures for the provision of inmate healthcare discharge planning services.
- b) Inmate discharge planning services shall include a supply of current medications and/or prescription, as required by NCCHC, ACA, USDOJ, and Oklahoma State Jail standards, when advance notice allows.
- c) Inmate discharge planning service shall arrange for discharged inmates to be seen by a community healthcare services provider.
- **d)** Inmate discharge planning services shall arrange or refer for follow-up services with community providers for discharged inmates with critical medical and mental healthcare needs.
- **e)** Advance notification from the **OCDC** Jail Administrator or designee shall be provided to the **MP**, when possible, to facilitate compliance.

#### 13. Violations and Penalties

- a) Repeated violations of the Oklahoma State Jail Standards revealed during audits by Jail Inspectors shall result in a \$1,000.00 charge back to the MP for each violation that is repeated within a six (6) month period.
- **b)** The **MP** may be held financially responsible for any lost revenue related to boarding agreements that are lost due to specifically noted deficiencies by the **MP**.

#### V. OFF SITE PROVIDER SERVICES

#### A. Off-Site Provider Network

- **1.** The **MP** shall establish an Off-Site Provider Network to provide medically necessary services which cannot be reasonably provided at the **OCDC**.
- **2.** The **MP** shall include written letters of intent from these providers, demonstrating their willingness to participate in the Off-Site Provider Network, with their bid proposals.
- **3.** The **MP** shall negotiate provider discounts with all subcontractors and all discounts shall be afforded to the **COUNTY**. The **COUNTY** shall not be invoiced by the **MP** for any amount exceeding the amount the **MP** has paid on any invoice. This includes all invoices that are applied to the established annual aggregate capitation.
- **4.** Copies of all provider contracts and any addenda shall be immediately submitted to the **OCDC** Jail Administrator and the **COUNTY** Sheriff or designee.
- **5.** To support the delivery of comprehensive inmate healthcare services, the Off-Site Provider Network shall include but not be limited to the following medical specialty services:

- a) A general hospital facility to provide treatment for inmates requiring medical services, surgical services, emergency services, and mental health services (e.g. inpatient and outpatient healthcare services).
- **b)** A tertiary-care hospital facility for treatment of inmates requiring medical/surgical trauma services otherwise unavailable at a general hospital.
- c) Individual practitioners and/or group specialty physician practices to provide routine outpatient clinics and individual treatment as necessary, to include but not limited to the following medical services:
  - (1) Urology
  - (2) Gastroenterology
  - (3) Orthopedics/Physical Therapy
  - (4) Cardiology
  - (5) Ophthalmology/Optometry
  - (6) Internal Medicine
  - (7) General Surgery
  - (8) Dermatology
  - (9) Otolaryngology (ENT)
  - (10) Allergy/Immunology
  - (11) Obstetrics/Gynecology/High Risk OB
  - (12) Psychiatry
  - (13) Nephrology/Dialysis
- **6.** A laboratory to provide routine and STAT services which cannot be provided on-site at the **OCDC**. STAT laboratory results and reports shall be delivered to the **MP** at the **OCDC** within twenty-four (24) hours after receipt of specimen.
- **7.** A radiological service to provide x-rays that cannot be provided on-site at the **OCDC**. This provider can be a free-standing radiology service or a general hospital.
- **8.** A pharmacy to provide prescription and non-prescription medications, including HIV and Hepatitis C specific medications, in accordance with all Federal, State, and Local laws, regulations, and rules. The **MP** shall be responsible for all costs associated with the prescribing and dispensing of medications, and shall monitor formulary utilization to contain costs.

#### B. Off Site Referrals to Providers

- **1.** The **MP** shall establish policies and procedures for the referral of inmates to specialty care providers when deemed medically necessary.
- **2.** The **MP** shall coordinate arrangements for off-site care with the appropriate **OCDC** staff for the custodial transportation of inmates to off-site providers.
- **3.** The **MP** shall be responsible for determining the medical necessity of off-site specialty medical services and for providing the necessary medical information, as well as billing information, to the providers.

- **4.** The **MP** shall generate and complete an appropriate "Request for Consultation" form for inmates requiring specialty care services. This completed form shall accompany the inmate during transport from the **OCDC** to a provider for treatment.
- **5.** Each specialty care referral shall result in a legible consultation/treatment report from the provider, to be filed in the inmate's medical record. The **MP** shall review the consultant report. This legible report shall contain, but not be limited to the following information:
  - a) Reason for consult;
  - **b)** Any examination and lab findings;
  - c) Diagnosis;
  - d) Treatment plan(s); and
  - e) Follow-up appointment (if necessary)
- **6.** Recommendations involving any special procedures or non-routine follow-up shall be communicated between the provider and the **MP**.
- **7.** The **MP** shall generate and provide to the **OCDC** Jail Administrator a monthly report of specialty care referrals. This report shall include, but not be limited to the following information:
  - a) The inmate's full name and Master Number;
  - b) The date and time the initial medical and/or after-hours medical request was received;
  - c) The date and time of examination by a physician;
  - d) The date and time the referral was made; and
  - e) The current, then final disposition.
- **8.** The **MP** shall utilize Telemedicine; however Telemedicine shall not be used to replace onsite staff.
- **9.** The **MP** shall provide, in detail, any other cost containment opportunities available to the **OCDC**. The **MP** shall also provide a plan for minimizing the amount of time which inmates are housed off- site for medical treatment.
- 10. Annual Aggregate Capitation: The MP shall be required to submit for consideration, a dollar amount that sufficiently off-sets any additional out of pocket costs to the COUNTY for all off-site medical services and all pharmacy expenses. The definition of off-site medical services is any inmate inpatient and outpatient charges resulting from any services, including physician office visits rendered to an inmate while outside the OCDC facility, and any other costs identified within this RFP.

#### C. Special Conditions for Off Site Medical Service Expenses

- 1. The **COUNTY** shall not be responsible for any inmate medical service expense that may arise from a preexisting condition as defined by 19 O.S. § 746.
- 2. The MP shall be responsible for determining an inmate's eligibility for Medicaid or private insurance, and shall be responsible for filing all claims with insurance companies and Medicaid per 36 O.S. § 6060.4a.

3. The Oklahoma Department of Corrections (DOC) reimburses authorized off-site medical expenses for DOC inmates. The MP shall be responsible for communicating with DOC to secure pre-authorization prior to scheduling any off-site medical care a DOC inmate may require. For emergency services, the MP shall notify DOC within twenty-four (24) hours of service for the claim to be submitted for reimbursement. Failure of the MP to obtain pre-authorization, or to notify DOC within the allowable time frame, shall result in the MP becoming solely financially responsible for any resulting inmate off-site medical expenses

#### VI. HEALTH RECORDS MANAGEMENT

- A. Electronic Health Record Format and Contents
  - 1. Consolidated Health Record- The MP shall ensure the maintenance and confidentiality of their Electronic Medical Record (EMR) system and shall be responsible for the EMR's communication and compatibility with the OCDC Jail Management System (JMS). The OCDC's current JMS is E-Justice Solutions 9.2. All documents related to an inmate's healthcare services, including but not limited to medical, dental, mental health, and consultations, regardless of origin, shall be filed in one single, consolidated electronic medical record. Log sheets listing multiple inmates (e.g. Sick Call log, Off-site Referral log, Emergency log, and Restrictive Housing log) shall be maintained and filed separately from the individual inmates' electronic health records, but shall be easily retrieved.
  - 2. Standardized Forms- All health record forms shall be standardized and specific to the OCDC. The objective is to list all demographic information, including but not limited to Inmate's Name, Booking Number, Date of Birth, and Gender in the same area of each form. All entries in the inmate's medical record shall contain the above referenced demographic information as well as the name, title (signature), date, and time of the provider making the notation.
  - 3. Signature File- The MP's medical records department shall maintain a signature file for all individuals making clinical notations in the inmates' medical records. This file shall contain each individual's full name, full legal title (profession), licensure, credentials, signature, and initials. This serves as a comparison for reviewing the inmates' medical records and authenticating entries. All entries shall be legible. If an individual provider utilizes a signature stamp for clarity of reading the name, that individual shall initial with the signature stamp to validate the stamp. The name stamp shall not be utilized by nursing staff or any other provider. If computer entries are utilized for order entry, the EMR system shall ensure the security of individual passwords and entry verification and authentication.

- 4. Establishment of a Medical Record upon Intake- A complete medical record shall be established for each and every inmate admitted to the OCDC, even if the only document contained in the record is the receiving screening completed by an RN during booking. Each admission shall be checked for the existence of a prior medical record to ensure continuity of care and availability of prior documentation. Multiple charts for the same individual shall be consolidated into a single record. Active records shall be maintained on-site within the OCDC and inactive records shall be archived, but remain easily retrievable and accessible. The use of the Master Number (that is the same regardless of admission information and linked to fingerprint identification) shall ensure consistency and accuracy of patient identification, rather than using the booking number which changes on each admission. Use of the Master Number avoids the duplication of records due to aliases, incorrect dates of birth, inconsistency in self-reported demographic information, etc.
- 5. Documentation Availability for Off-Site Encounters- Inmates sent off-site for emergency treatment, inpatient hospitalization, outpatient surgery, or diagnostic appointments shall have documentation sent with them in the form of a transfer summary or consult request. If a consult request is utilized, relevant medical record information such as x-ray reports, latest physical examination findings, and lab results shall be attached to improve the ability the consultant to act on full information. Inmates returning from the emergency department shall return with at least a disposition and instruction sheet to indicate what actions were taken, orders written, and what treatments were performed during the visit. Inmates released from a community inpatient hospital shall return with instructions/orders and preferably the detailed discharge summary. If the discharge summary is not available at the time of discharge, it should be forwarded as quickly as possible. Inmates returning from consult appointments should have documentation regarding the findings of the specialist consulted. However, all instructions occurring from off-site encounters are considered recommendations rather than orders and are subject to the review and approval of the Health Services Administrator (HSA) or his/her designee. All information returned with an inmate from an off-site encounter, inpatient or outpatient, shall be filed within the individual's medical record.

#### B. Confidentiality of Health Information

- 1. Health records are confidential legal documents, thus the MP shall develop a process to maintain these records in a safe and secure environment, following statutory rules and HIPAA guidelines. Multiple providers may need access to the same file on the same day. Control of these records shall be limited to health professionals and preferably to the dedicated medical records staff.
- **2.** Permitted disclosure by the **MP** shall be to law enforcement officials having lawful custody after meeting specific reasons for such disclosure.

3. Certain sections of the medical record may be more restrictive regarding release of information criteria and access, i.e. HIV and mental health, for example. The MP shall comply with all state and federal guidelines regarding the release of information from a health record. Given the complexity of maintaining medical records, releasing information appropriately and ensuring confidentiality, the MP shall develop a Medical Records Manual that encompasses all medical record policies and procedures regarding filing, format, sections, how to purge a record, multiple volumes, release of information, confidentiality, consent and other key aspects of record management. The Medical Records Manual shall be approved by the OCDC Sheriff or designee.

#### C. Sharing of Health Information

- 1. Records obtained from external providers for occurrences prior to incarceration or during incarceration shall be filed in the medical record. However, if there is a request for a copy of the record and the request is authorized by the inmate's release of information, the documents obtained from an outside source shall not be provided with the medical record copy. Rather any external documents from hospitals, clinics, etc., shall be requested separately and directly from that specific location.
- 2. Communication Sometimes it is critical that custody staff be informed of a health or mental health situation so that they may respond appropriately in the event of a crisis, i.e. suicide watch. It is essential that information be shared between health or mental health services and security staff particularly regarding housing restrictions or other limitations in assignments, work or programs. The MP shall ensure that a system for the sharing of necessary information is in place.
- 3. Restricted Access- Security staff shall not have access to medical records unless on a need to know basis with the authorization of the OCDC Jail Administrator. If security staff needs access to a medical record, the review shall include an Inmate Healthcare Services records clerk or management staff to maintain the record and search for relevant entries. Copies of records for corrections purposes should be limited and only authorized by the OCDC Jail Administrator.

#### D. Availability and Use of Health Records

 The health record shall be available to all on-site providers. The use of the EMR system for chart tracking on any given day shall be the MP's responsibility. If multiple providers require access to the record simultaneously, the MP's staff shall be able to locate the record and retrieve it without difficulty.

#### E. Transfer of Health Records

1. Document Security during Movement- Documents that are forwarded with an inmate to an outside provider or that are sent with an inmate upon transfer shall be sealed in an envelope and delivered by a Deputy Sheriff to the intended party with the seal intact. If a group of individuals are being transported and there are multiple files for one location, they shall be grouped and boxed then sealed. The goal is to restrict access to critical confidential medical record documentation to health providers or those with a legitimate need to know as established by the COUNTY.

2. Exchange of Information- The medical record shall never be sent off-site with an inmate to a hospital or outpatient setting outside of the jurisdiction of Oklahoma County. Only a relevant summary form or consult may be sent outside of the jail system. For inmates transferring to other correctional jurisdictions such as city, county, and state correctional facilities, a transfer summary shall be prepared and forwarded in a confidential manner and the original record shall be retained as inactive in archives for the OCDC.

#### F. Retention of Health Records

1. Active medical records shall be maintained in the electronic medical record database. Inactive files and records of individuals no longer incarcerated at the site shall be forwarded to the designated archive location for retention. If the inmate is readmitted, the inactive file shall be retrieved and reactivated to eliminate potential duplication of records. Inactive files shall be retained and managed by the medical records department according to state and federal law regarding the period of retention. Health records involved in litigation shall be retained indefinitely.

#### G. The Inmate Medical Record Shall Include, But Not Be Limited To The Following:

- **1.** Intake screening form;
- 2. Health appraisal form;
- 3. Physician order/treatment plans;
- **4.** Prescribed medications administered or not administered, date, time and by whom;
- **5.** Complaints of illness or injury;
- **6.** Findings, diagnoses, treatments and dispositions;
- **7.** Problem List:
- 8. Consent and refusal forms;
- **9.** Release of information forms;
- 10. Inmate Healthcare Services request forms; copies of Medical Grievances
- 11. Laboratory, radiology and diagnostic studies;
- 12. Consultation, emergency room and hospital reports and discharge summaries;
- **13.** Each documentation shall include the date, time, legible signature and title of each documenter

#### H. Inmate Medical Records Penalties

- 1. If an inmate's medical record cannot be located within eight (8) hours of the discovered loss, the MP's Administrator and the OCDC Jail Administrator or his designee shall be notified in writing and a duplicate record shall be immediately generated. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined to form one file.
- Upon expiration or termination of the Contract all medical records shall remain the property of the OCDC.

**3.** All loose paper shall be scanned and filed in the appropriate chart within twenty four (24) hours of generation. Any paper not scanned and filed within the required timeframe shall be documented and listed as a credit to the **COUNTY** of \$1.00 per page on the following month's service invoice.

#### VII. MEDICAL STAFF MANAGEMENT

**A.** The **MP** shall establish policies, and procedures that address the on-site health services unit and staff.

#### 1. New Hires

- a) The MP shall interview staff candidates with special focus on technical expertise, emotional stability, and motivation. The final selections made by the MP shall be approved by the OCDC Jail Administrator. The OCDC Administrator shall not unreasonably withhold approval. Current medical staff shall be provided the opportunity to apply for employment with the MP.
- b) Candidates shall be required to make an on-site visit to the OCDC prior to the MP rendering a formal offer of employment. The MP shall hire only licensed and qualified personnel to provide on-site professional services.
- c) The MP shall complete a credentialing process, consistent with community standards for each licensed healthcare professional. A copy of the application, credentialing verification documents, complete work history, license, and degree shall be maintained on file. The OCDC Jail Administrator shall have access to this information upon request.
- d) All MP employees shall be required to pass a background investigation conducted by the COUNTY as a requisite for initial and/or continued employment. Rejection of any job applicant by the OCDC shall be final. Background investigations shall be completed within a reasonable timeframe.
- e) All MP employees shall comply with current and future federal, state, and local laws, regulations, court orders, administrative regulations, administrative directives, and the policies and procedures of the OCDC.
- f) All MP employees shall be trained and certified in Basic Life Support-Cardiopulmonary Resuscitation (BLS-CPR) with re-certification provided as required by the regulatory body.

#### 2. New Employee Orientation

a) The MP shall be responsible for ensuring that new healthcare employees are provided with an orientation addressing the policies, procedures and practices of the on-site healthcare program. Orientation regarding other facility operations shall be the responsibility of the OCDC.

#### 3. Ongoing In-Service Training

a) The MP shall provide annual in-service training for qualified healthcare services personnel as required by NCCHC standards, ACA standards, United States Department of Justice standards, and Oklahoma State Jail standards. In-service training hours and subject matter shall be consistent with accreditation requirements.

#### 4. Position Descriptions

a) The MP shall provide a written position description to each member of the healthcare staff and to the OCDC Jail Administrator. The job description shall delineate the employee assigned responsibilities and shall meet requirements of the American Disabilities Act.

### 5. Performance Appraisals

a) The MP shall monitor the performance of healthcare employees to ensure adequate job performance, in accordance with position descriptions. The MP management staff shall properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable laws.

#### 6. Administrative Procedures

- a) The MP shall be responsible for ensuring that the on-site healthcare staff reports problems and/or unusual incidents to the OCDC Jail Administrator or designee per established policies and procedures.
- b) The MP management staff (e.g., Project Manager, Health Services Administrator (HSA), and Director of Nursing) shall represent the healthcare unit in discussions with local civic groups or visiting officials as mutually agreed upon by the MP and OCDC Jail Administrator.

### 7. Staffing

- a) The MP shall ensure that a physician is on-call twenty-four (24) hours per day, seven (7) days per week. Additionally, the MP shall establish an appropriate schedule for the utilization of staff and the effective delivery of services.
- b) The MP shall have a physician on-site as needed per applicable standards and as the workload dictates. Please indicate the number of hours a physician shall be on-site and the contractual minimum to be provided as indicated in the staffing plan. If the MP chooses, an alternative-staffing plan can be submitted with justification for changes.
- c) The MP shall have no less than the number of registered nurses or licensed practical nurses on-site during day hours (i.e., 7:00 AM -3:00 PM) as set forth by the final FTE.
- d) The MP shall have no less than the number of registered nurses and/or licensed practical nurses on-site during evening hours (i.e., 3:00 PM -11;00 PM) as set forth by the final FTE.
- e) The MP shall have no less than the number of registered nurses and/or licensed practical nurses on-site during night hours (i.e., 11:00 PM -7:00 AM) as set forth by the final FTE.
- **f)** Hours worked by healthcare employees shall be spent on-site at the **OCDC**, except as otherwise agreed to in writing by both parties.
- g) The MP's contractual employees shall be required to comply with sign-in and sign-out procedures as set forth by the OCDC. The Sheriff shall have access to records indicating the hours worked by each employee.
- **h) MP** employees shall wear a standardized uniform and identification badge as directed by the **OCDC** when on-site at **OCDC**.

#### 8. Staffing Penalties and Credits

a) MP shall be required to credit the COUNTY for double the actual cost of service hours not provided by any Inmate Healthcare Services staff position beginning thirty (30) days after the initial date of non-service. This penalty shall be credited to the benefit of COUNTY on the following month's service invoice. The MP shall be responsible to ensure a timely and accurate presentation of payroll information that is valid and reliable. Each proposal shall contain a complete list of payback hourly rates for all onsite provider positions.

#### 9. Security

- a) All MP personnel are subject to the security regulations and procedures of the OCDC.
- **b)** All **MP** personnel are subject to removal from the **OCDC** facility at any time for security reasons as determined by the **OCDC** Sheriff or designee.

### VIII. UTILIZATION MANAGEMENT AND COST CONTAINMENT

- **A.** The **MP** shall establish a utilization management program for the review and analysis of on-site inmate healthcare services and off-site referrals to preferred providers, including sub-specialty, clinic, and inpatient hospitalization. The program shall include non-urgent hospitalization precertification, concurrent hospitalization review, discharge planning, and prior authorization of targeted procedures. The utilization management program shall demonstrate that the use of off-site services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.
- B. The MP shall clearly set forth an annual dollar limit (annual aggregate capitation) on the MP's off-site liability, including all services provided outside of the OCDC and emergency transportation. This annual dollar limit (annual aggregate capitation) shall be, to the best of the MP's ability, an amount sufficient to cover the cost of all off-site care. The MP shall propose how to handle any off-site expenses exceeding the established annual dollar limit (annual aggregate capitation).
- C. The MP shall also set forth an annual dollar limit (annual aggregate capitation) on pharmacy costs. This annual dollar limit (annual aggregate capitation) shall be, to the best of the MP's ability, an amount sufficient to cover all pharmacy costs. The MP shall propose how to handle any pharmacy expenses exceeding the established annual dollar limit (annual aggregate capitation).
- D. The MP shall negotiate provider discounts with all subcontractors and all discounts shall be afforded to the COUNTY. The COUNTY shall not be invoiced for any amount in excess of what the MP has paid on any invoice. This includes all invoices that are applied to the annual aggregate cap. Copies of all provider contracts and any addenda shall be submitted to the COUNTY.
- **E.** Should the annual expenses for Off-site and/or Pharmacy end the contract period below the established annual aggregate capitations, **MP** shall return the entire dollar amount of these savings to the **COUNTY**, no more than 90 days after the conclusion of the previous contract year.

F. The MP shall invoice the COUNTY for monthly inmate healthcare services within ten (10) business days of the conclusion of the previous month. Each invoice shall provide a reasonable detail of the services that were performed and other agreed upon items, for the amount that has been invoiced. The COUNTY shall make every effort to ensure that the MP is paid promptly and accurately.

### **G.** Subcontractor Payment Timeliness

- 1. The MP shall carry out payments to hospitals, physician groups and other subcontractors within 45 days of billing. Any and all bills, invoices and general business matters shall be mailed to the MP's corporate address and not to the Oklahoma County Detention Center (OCDC) or other Oklahoma County addresses.
- 2. The MP shall ensure that bills are received, evaluated and processed for payment with all haste to guarantee prompt payment. If a portion of a hospital day is disputed, e.g. one of three inpatient days denied, then the undisputed portion shall be paid by the MP promptly, despite pending resolution of the dispute.
- 3. If a subcontractor complains about delays in payment, and a pattern of two or more late payments is established, the COUNTY may invoke a penalty of fifteen (15%) percent of the unpaid balance of the disputed bill per situation (not per occurrence). The goal of the COUNTY is to ensure prompt subcontractor payment and not to penalize the MP. Thus, it is the obligation of the MP to guarantee prompt payment to all independent contractors, subcontractors, and service providers.
- 4. The MP shall be familiar with 19 2 17722010 2 746174213179 dely 1774217942179 all 17742179 all 1774217979 all 17742179 all

### H. Off-Site and Pharmaceutical Expense Claims

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## IX. SUBMISSION OF PROPOSALS

### A. Mandatory Pre-Proposal Conference

#### **B.** Written Proposal Response

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## X. COST PROPOSAL

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## VENDOR MUST LIST ANY EXCEPTIONS TO BID SPECIFICATIONS

It is the County's intent that this Invitation to Bid (ITB)/Request for Proposal (RFP) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close

While Oklahoma County intends to make an award to the lowest and best bidder(s), the various county departments will compare pricing as awarded on this bid to the Oklahoma Statewide contracts. If pricing and availability is determined to be of greater advantage to the department, the county reserves the right to purchase from that statewide vendor under the provisions of Oklahoma Statute Title 19 Section 1501. A. 3.para. I & m. Proper justification will be provided by the end user to the County Purchasing Department before issuance of the purchase order.

\*\*\* Questions and Answers: Any questions pertaining to this bid must be submitted no later than 5:00 pm Central Daylight Time on February 23<sup>rd</sup>, 2018 via fax, email, or mail. Send questions to:

Oklahoma County Central Purchasing Attention: Jane Gaston 320 Robert S Kerr, Suite 117 Oklahoma City, OK 73102

Fax Number: 405-713-1491

Email: jgaston@oklahomacounty.org

# Oklahoma County Purchasing Department

# Amendment of Solicitation/Modification of Contract

Amendment No. 1 Of So Healthcare Services for the Oklahoma County Deter	olicitation No. 11804018 - Comprehensive Inmate			
Translate Betwees for the Oktaholia County Deter	nuon Center			
The hour and date specified for receipt of offers	☐ is extended to:			
	is not extended			
signing and returning a copy of this amendment, (2)	hour and date specified in the solicitation as amended by (1) or by acknowledging receipt of this amendment on the offer eceived at the place designated for receipt of offers prior to			
☐ Modification No of Co	ntract			
	☐ Administrative Change (Vendor signature not required)  ☑ Supplemental Agreement (Vendor signature required)			
Issued by:  Oklahoma County Purchasing Department 320 Robert S. Kerr, Suite 117 Oklahoma City, OK 73102				
Date of Issuance: March 5, 2018				
The purpose of this amendment is to provide respon	ses to questions received before the bid question deadline.			
This amendment must be signed and returned with y	vour proposal.			
Vendor Name / Address:				
	Oklahoma County Central Purchasing 320 Robert S. Kerr, Suite 117 Oklahoma City, OK 73102			
Printed Name/Title of Signer	Name of Purchasing Officer or Agent Amanda Madison, CPPB, CPO			
Signature/Date	Signature/Date			

## RFP 11804018 Questions:

Are you currently NCCHC and ACA accredited?

Answer: Yes

2. Where is the pharmacy located?

Answer: Enter through the nurse's station on the 13th floor.

3. Who is the current pharmacy provider?

Answer: Diamond

4. Is your cost just operational?

Answer: Question is ambiguous.

5. How many isolation cells do you currently have?

Answer: 100 Restrictive Housing. 0 Negative air flow

6. Can we get a copy of your current staffing matrix?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

7. IT support...Does the vendor have to install their own network or will the vendor be able to use the County's network?

Answer: Vendor will need to install their own

8. Can we have a list of the current vendor's equipment that they will be taking if a new provider is selected?

Answer: This subject is covered in Section 7.3 of the current Healthcare Services contract.

9. How many med passes does HSA do per day? How many times do the nurses go up?

Answer, 2

10. Current contract available to us?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

11. Can we follow up in writing with more questions?

Answer: This question was asked during the Pre-Bid conference, and is included for completeness.

12. How long is the medical unit staffed?

Answer: 24/7

13. On sick call request. Is that done electronically or is that done on paper?

Answer: Currently both, transitioning to all electronically

14. As they bring them in through intake do they use both RN's and LPN's?

Answer: Yes

15. Is DOJ scheduled for a visit?

Answer: No date has been set.

16. What is your most frequently used hospitals that you send patients to?

Answer: St Anthony's

17. What is the average number of patients on dialysis?

Answer: 3

18. Who is the provider you use for dialysis?

Answer: Davita & Fresenius

19. Do you have a dental suite and do you expect one?

Answer: Yes, we have one, and we expect a Dentist on staff

20. What are the hours for the medical staff?

Answer: 24/7

21. What are the hours for medical staff currently?

Answer: Duplicate of Question 20

22. What is the approximate cost of the current medical contract?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

23. What is the start date of the new contract?

Answer: Undetermined at this time.

24. Who currently provides lab services?

Answer: Integrated Regional Lab

25. Is the County enrolled in the exchange? As far as pre-existing?

Answer: N/A in Oklahoma.

- 26. What is the Oklahoma County Detention Center's (OCDC) targeted award date for the contract?

  Answer: Undetermined at this time.
- 27. Please provide a copy of the current OCDC Medical Provider (MP) contract, including any exhibits, attachments, and amendments.

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

28. Please provide the names and participation levels (dollars spent) of all small/minority/ woman/veteran owned subcontractors used under the current contract.

Answer: Unknown

29. Please provide (by year) the amounts of any staffing paybacks/credits the County has assessed against the incumbent MP over the term of the current contract.

Answer: These documents have been provided for your review.

30. Please provide (by year) the amounts and reasons for any non-staffing penalties/ liquidated damages the County has assessed against the incumbent MP over the term of the current contract.

Answer: These documents have been provided for your review.

31. Are any of the OCDC facilities currently subject to any court orders or legal directives? If "yes," please provide copies of the order/directive.

Answer: No

- 32. With regard to lawsuits (frivolous or otherwise) pertaining to inmate health care:
  - a. How many have been filed against the County and/or the incumbent MP in the last three years?
     Answer: 13
  - b. How many have been settled in that timeframe?

Answer: 2

- 33. Please provide the following data regarding the size of the inmate population.
  - Three years' worth of facility-specific historical data Answer: Avg Daily Population-CY 2015 (2,491) CY 2016 (2,409) CY 2017 (2,222)

b. Five-year population projections

Answer: Unknown

34. Please provide two years' worth of historical data on the number of OCDC intakes.

Answer: CY 2016 (49,176) CY 2017 (43,579)

35. Is the County aware of any upcoming legislation or government policy that could result in a drop in its inmate population (e.g., compassionate release, population reduction measures)?

Answer: No

If yes, please describe and provide a timeframe for the legislation/policy implementation.

Answer: N/A

36. Does the County have any plans to change the mission, size, or scope of any of its facilities within the term of the contract? If so, please provide details (including timeframe) on the planned change.

Answer: No

37. For each OCDC facility, please provide the minimum health service staffing required by the current contract (by shift and day of the week).

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

38. Please also provide the actual staffing your current MP is providing at each facility, for instance, any positions and/or hours being worked over and above what is required by the contract.

Answer: These documents have been provided for your review.

- 39. For each OCDC facility, please provide a listing of any current health service vacancies, by position.

  Answer: 2 FTE LSW, 1 FTE Charge RN, 2 FTE LPN
- 40. With regard to background investigations, who is financially responsible for paying for this service: the County or the MP?

Answer: This is covered in Section VII.A.1.d of RFP 11804018.

41. With regard to drug testing for potential employees, does the County have any requirements on the testing methodology (saliva testing, urinalysis, etc.)?

Answer: No

42. Will the County allow "grandfathered" credentialing for incumbent staff already employed by (or contracted with) the current MP?

Answer: This is covered in Section VII.A.1.a of RFP 11804018.

- 43. Please provide the salaries/wages your incumbent MP is paying to its staff at the OCDC facilities.
  - a. How old is this data?

Answer: These documents have been provided for your review

- b. Where did this data come from (e.g., State/County records, data from the incumbent MP)? Answer: Monthly staffing reports included with monthly service invoices.
- 44. Please confirm that the time MP staff members spend in orientation, in-service training, and continuing education classes will count toward the hours required by the contract.

Answer: Negotiable

45. Please confirm that overtime and agency hours will count toward the hours required by the contract.

Answer: Negotiable

46. Please confirm that paid-time-off hours will count toward the hours required by the contract.

Answer: Negotiable

47. Please provide an inventory of office equipment (e.g., PCs, printers, fax machines, copiers) currently in use at the OCDC facilities and identify items that will be available for use by the new MP.

Answer: Equipment inventory provided as separate document.

48. Please provide an inventory of medical equipment (e.g., blood pressure cuffs, ultrasound, x-ray machines) currently in use at the OCDC facilities and identify items that will be available for use by the new MP.

Answer: Equipment nventory provided as separate document.

- 49. How do personnel currently access the Internet while in the health care unit:
  - (a) through a County network or (b) through connectivity provided by the incumbent MP?Answer: B
  - (b) Who will be financially responsible for Internet access in the new contract? Answer: Vendor
- 50. How do inmates currently receive x-ray services: (a) onsite, with permanent County-owned equipment; (b) onsite, but through a mobile radiology vendor (PLEASE IDENTIFY VENDOR); or (c) offsite?

  Answer: B: Mobile X-Ray
- 51. How do inmates currently receive vision services: (a) onsite, with permanent County-owned equipment; (b) onsite, but through a mobile optometry vendor (PLEASE IDENTIFY VENDOR); or (c) offsite?
  Answer: C
- 52. Does current Oklahoma law mandate any special rates (Medicaid, Medicare, Workers Compensation, or other discounted rates) for the offsite treatment of OCDC inmates? If "yes," please provide a copy of this law.

Answer: Copies of Title 19 Sec 746, Title 36 Sec 6060.4a, and Title 21 Sec 533 are provided.

53. For each OCDC facility, please (a) identify any specialty clinics currently conducted onsite; and (b) indicate how many hours per week each clinic is held.

Answer: OB/GYN - 2 times per week

Ortho - 1 time per week

U/S - 1 time per week

Optometry - 1 time per month

54. Please identify the number, type, and timeframes of any backlogs (chronic care clinics, offsite referrals, dental encounters, etc.) that currently exist at the OCDC facilities.

Answer: None

- 55. We observed that there are six (6) special medical housing, observation beds, and medical unit during the site tours, but could you please provide the following more specific information.
  - a. Average occupancy/fill rate for the unit

Answer: 100%

b. Staffing schedule for the unit's clinical personnel

Answer: 24/7

- Are patients in the unit always within sight or hearing of a qualified health care professional?
   Answer: Yes
- 56. We also observed that the OCDC facilities have mental health/suicide prevention and mental health cells.

  Answer: This is not a question.
- 57. Please provide the number of beds assigned to mental health patients, and the mission and size of each unit.

Answer: 125 Mental Health Observation Cells, 10D Pod

58. During the tours, we counted nine (9) medication carts. Is that the accurate number of medication carts owned by the County, and will they be available for use by the incoming MP?

Answer: Ten (10). No, they are the property of Diamond

59. Does the OCDC currently maintain a Keep-On-Person (KOP) program?

Answer: Only Nitro and some inhalers. State Jail Standards prohibit anything else.

60. Please provide the following information about medication administration.

a. Who administers medications (RNs, LPNs, medical assistants)?

Answer: Medical Assistants

b. Where does medication distribution take place, i.e., do medication carts go to the housing units or do inmates come to the medical units?

Answer: Housing Units

c. How long does it take to perform the average medication pass?

Answer: Approximately 30-45 minutes per pod.

- 61. Please provide copies of the following documents.
  - a. The drug formulary currently in use

Answer: Provided as a separate document

b. The laboratory formulary currently in use

Answer: Current provider's lab formulary is considered proprietary.

c. A current pharmacy/formulary management report

Answer: These documents have been provided for your review.

- 62. On average, what percentage of OCDC inmates are prescribed psychotropic drugs each month?

  Answer: These documents have been provided for your review.
- 63. What is the average monthly number of inmates receiving pharmaceutical treatment for the following conditions?
  - a. Hepatitis C

Answer: These documents have been provided for your review.

b. HIV/AIDS

Answer: These documents have been provided for your review.

c. Hemophilia and other bleeding disorders

Answer: These documents have been provided for your review.

- 64. Please provide monthly statistical data for each of the following categories.
  - a. Number of (offsite) inpatient hospital days

Answer: These documents have been provided for your review.

b. Number of outpatient surgeries

Answer: These documents have been provided for your review.

c. Number of outpatient referrals

Answer: These documents have been provided for your review.

d. Number of trips to the emergency department (ED)

Answer: These documents have been provided for your review.

e. Number of ED referrals resulting in hospitalization

Answer: These documents have been provided for your review.

f. Number of ambulance transports

Answer: These documents have been provided for your review.

g. Number of dialysis treatments

Answer: These documents have been provided for your review.

- 65. Please provide annual spend amounts for the past three years for the following categories.
  - a. Total offsite care

Answer: These documents have been provided for your review.

b. Total pharmaceutical expenditures

Answer: These documents have been provided for your review.

c. Laboratory services

Answer: These documents have been provided for your review.

d. X-ray services

Answer: These documents have been provided for your review.

- 66. Under the new contract, who will be financially responsible for these items: the County or the MP?
  - a. Inpatient hospitalization

Answer: MP

b. Outpatient surgeries

Answer: MP

c. Other outpatient referrals

Answer: MP

d. ER visits

Answer: MP

e. Ambulance transports

Answer: MP

f. Offsite dialysis

Answer: MP

g. Offsite diagnostics (lab/x-ray)

Answer: MP

h. Pharmaceuticals

Answer: MP

- 67. Please confirm that under the new contract, the MP will not be financially responsible for any of the following services.
  - a. Neonatal or newborn care after actual delivery

Answer: No.

b. Elective or mandated abortion

Answer: No

c. Cosmetic surgery, including breast reduction

Answer: No

d. Sex change surgery (including treatment or related cosmetic procedures)

Answer: No

e. Contraceptive care including elective vasectomy (or reversal of such) and tubal ligation (or reversal of such)

Answer: MP shall be responsible for all medically necessary treatments, medications, and

procedures

f. Extraordinary and/or experimental care

Answer: No

g. Elective care (care which if not provided would not, in the opinion of the Medical Director, cause the inmate's health to deteriorate or cause definite and/or irreparable harm to the inmate's physical status)

Answer: No

h. Autopsies

Answer: No

- i. Any organ (or other) transplant or related costs, including, but not limited to labs, testing, pharmaceuticals, pre- or post-op follow-up care, or ongoing care related to a transplant, etc.
   Answer: MP shall be responsible for all medically necessary treatments, medications, and procedures
- Medications for the treatment of bleeding disorders, including, but not limited to Factor VIII and IX.
   Answer: MP shall be responsible for all medically necessary treatments, medications, and procedures
- 68. Please confirm that the following costs will be included under any cap on offsite care.

a. Inpatient hospitalization

Answer: Dependent upon how Vendor chooses to bid

b. Outpatient surgeries

Answer Dependent upon how Vendor chooses to bid

c. Other outpatient referrals

Answer: Dependent upon how Vendor chooses to bid

d. ER visits

Answer: Dependent upon how Vendor chooses to bid

e. Ambulance transportation

Answer: Dependent upon how Vendor chooses to bid

f. Offsite dialysis

Answer: Dependent upon how Vendor chooses to bid

g. Offsite diagnostics (lab/x-ray)

Answer: Dependent upon how Vendor chooses to bid

- 69. With regard to the cap on offsite care and pharmaceuticals:
  - Please identify the cap amount for which the County wishes bidders to submit pricing.
     Answer: This will be negotiated upon award.
  - Please identify the amount of any offsite care or pharmacy cap in the current contract.
     Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.
  - c. For each of the past three (3) years, please indicate by how much (if at all) total OCDC offsite are and pharmaceuticals expenses have exceeded the contracted cap amount.

Answer: These documents have been provided for your review.

- 70. Please identify the relative weight the County will assign to each scoring component listed in the RFP.

  Answer: N/A
- 71. Please provide the formula (or other methodology) the County will use to evaluate, rank, and assign scoring points to bidders' submitted prices.

Answer: N/A

72. RFP §IX.B.5 (Page 29) requires bidders to provide resumes for the bidder's proposed medical staff. This gives the incumbent MP a distinct and unfair advantage. Other bidders will not hire specific individuals for the OCDC project prior to being awarded the business. Therefore, in the interest of maintaining a fair and equitable solicitation process and providing a level playing field for all bidders, will the County accept job descriptions in lieu of actual names and resumes?

Answer: Job descriptions will be accepted only if accompanied by corresponding salaries and benefits for each position

73. Please indicate the type and amount of performance guaranty provided by the County's incumbent MP under the current contract.

Answer: See guestion 143

74. Is the County willing to consider alternatives—such as holding a portion of the successful MP's payment or establishing a reserve fund—to the performance bond described in the RFP? Unlike other common forms of guaranty, the expense associated with implementing a performance bond will add unnecessary dollars to the contract price.

Answer: No

75. We have noticed that in many cases, different components of a solicitation contain conflicting language and specifications. Please confirm the latest dated document always holds precedence, so bidders know which information to use in case of conflicting data sets among the County solicitation materials (original RFP, addenda, responses to questions).

Answer: A copy of the current Healthcare Services contract and all extensions are provided for vour review

76. Does the County require bidders to submit their Technical and Pricing proposals in separately sealed envelopes?

Answer: No

77. Please provide clarification regarding OCDC's requirement for full-time Psychiatrist(s). Page 6, II.D states, "Full-time Psychiatrist designated to supervise the appropriateness and adequacy of inmate mental health services," which appears to conflict with page 14, IV.A.6.b, which states, "The mental healthcare program shall include two (2) singularly designated Psychiatrists that are licensed to practice in Oklahoma."

Answer: Page 6 (Chief) of Psychiatry to oversee the mental health services. Page 14 DOJ recommended two psychiatrist, the second would be a staff psychiatrist

- 78. Page 6, Item 14, Bid Security Please verify that a Bid Security deposit is not required.

  Answer:
- 79. Is Intake staffed with a nurse 24x7?

Answer: Yes

80. Please provide the current medical provider's contract.

Answer: Duplicate of Question 10.

81. Please provide the medical provider's current staffing matrix by position and staff name.

Answer: Duplicate of Question 6

82. Please provide current staff salaries and information on employee benefits.

Answer: Rates provided, benefits unknown.

83. Is the Detention Center currently operating under a Consent Decree? If so, please provide the Consent Decree. If not, please provide the MOU, Settlement Agreement or Motion to Dismiss.

Answer: No, MOU provided as a separate document

84. Approximately when does the Detention Center expect a visit from the Department of Justice (DOJ)?

Answer: No date has been set

85. Who is the off-site Dialysis vendor?

Answer: Duplicate of Question 18

86. Please provide a list of all off-site providers that the current medical providers uses.

Answer: Orthopedics - Bone and Joint Hospital

Ophthalmology – Dean McGee Eye Institute

Dialysis - Davita, Fresenius

OUMC DOC Clinics - Trauma, Ortho, Plastics

Oncology - St. Anthony, OUMC, Integris SW Medical

OB/GYN – Perinatal Center at Mercy Hospital

St. Anthony Breast Center Midtown Women's Clinic Joyful Beginnings Clinic

## Oral Surgery - Oral and Maxillofacial Associates

87. Who is the current pharmacy provider?

Answer: Duplicate of Question 3

88. Please provide the total pharmacy cost for 2016 and 2017 calendar years.

Answer: These documents have been provided for your review.

89. When was the last accreditation visit by NCCHC and ACA?

Answer NCCHC re accreditation August 2016; ACA re accreditation January 2016

90. Please provide the number of deaths in 2016 and 2017.

Answer: 2016-15 2017-12

91. Please provide the number of deaths due to suicide in 2016 and 2017.

Answer: 2016-6 2017-3

- 92. Section III. LEVEL OF SERVICE, item I on pages 9 states, "Appropriately trained healthcare personnel shall administer medications and the administration of each dose shall be documented electronically in a Medication Manager System (i.e. Guardian® Medication Manager) with all records to be retained as the property of the OCDC upon expiration or termination of this contract"
  - a. Is Guardian Medication Manager just an example of a system?
  - b. Or, is Guardian Medication Manager a system that the Oklahoma County Detention Center (OCDC) has reviewed and that the OCDC has an interest in specifically using?
  - c. Is the Guardian system currently in production and used by jail staff for electronic medication pass or any other functionality?

Answer: i.e. should have read e.g, so it is an example of a system required in the RFP.

- 93. Section II. THE CONTRACTED MP SHALL PROVIDE, item A on page 6 states, "Comprehensive inmate healthcare services that are legally defendable, constitutional, and that meet Oklahoma Jail Standards...in addition to all Federal, State and local laws, ordinances, rules and regulations." With nearly every correctional facility nationwide having some degree of emergency, interim, or first-dose starter stock on hand, often overlooked is that a sub-contracted pharmacy provider cannot dispense more than 5% of their overall company-wide sales as stock without being registered as a wholesaler in Oklahoma or using the services of a wholesaler in Oklahoma to sell and/or distribute wholesale quantities (greater than 5%) of stock medications. As bidders' compliance with federal and state regulations is required, compliance cannot be fully assured unless written documentation is provided to your evaluation committee at the time of proposal submittal.
  - a. Will you require bidders to submit a copy of the Oklahoma wholesale distributor license for the wholesaler that the bidder will subcontract with for stock distribution?

Answer: Expectations of the agency are set forth in the RFP.

Will a bidder's failure to provide proof of compliance with federal regulations at the time of proposal submittal, specifically this requirement, deem that bidder as non-responsive and therefore ineligible for an award?

Answer: Expectations of the agency are set forth in the RFP.

b. If not, what process will the OCDC follow prior to awarding a contract to ensure compliance with federal and state laws regarding stock distribution so that a contract is not awarded to a vendor that is later discovered to be unable to comply?

Answer: N/A

94. Section II. THE CONTRACTED MP SHALL PROVIDE, item A on page 6 states, "Comprehensive inmate healthcare services that are legally defendable, constitutional, and that meet Oklahoma Jail Standards...in addition to all Federal, State and local laws, ordinances, rules and regulations." If you currently receive

stock in blister cards, our understanding is that a pharmacy or a wholesaler cannot simply put those medications in a card and label them as stock and still be in full regulatory compliance. Our understanding of federal regulations is that a company must be an FDA-registered repackager or use the services of an FDA-registered repackager to legally repackage stock medications into blister cards or into any other packaging that results in a change to the original manufacturer's packaging if those repackaged cards are being sold to your facility. Although bidders' compliance with federal and state regulations is anticipated and should be expected, compliance cannot be fully assured unless written documentation is provided to your evaluation committee at the time of proposal submittal.

- a. Will you mandate that bidders comply with federal regulations and subcontract with a vendor that uses an FDA-registered repackager if stock is sold to your facility in packaging (such as blister cards) that is different than the original manufacturer's packaging? Answer: Expectations of the agency are set forth in the RFP.
- b. Will you require bidders, at the time of proposal submittal, to profide evidence such as the FDA Drug Establishment Registration Facility Establishment Identifier of the registered repackager they are utilizing for these services as proof of FDA registration?
  Answer: The bid specifications are contained in the RFP.
- c. Will a bidder's failure to provide, at the time of proposal submittal, written documentation to prove that they comply with FDA repackaging regulations regarding the selling of stock medications deem that bidder non-compliant and therefore ineligible to receive an award? Answer: We decline to advise a vendor how to bid
- d. If not, what process will you follow prior to awarding a contract to ensure bidders' compliance with federal and state laws regarding stock repackaging so a contract is not awarded to a bidder that is later discovered unable to comply?

Answer: N/A

95. Statistical Information (Item I.B; p.2) Since the proposal is to be based on an ADP of 1800, is it the anticipation of the County that the population will continue to decline.

Answer: Unknown

96. How many DOC offenders are included in the current population?

Answer: Averages 130

97. Is the OCDC currently under a DOJ decree? If so, please provide details.

Answer: No, see Question 83

98. Please provide the amount of liquidated damages assessed the incumbent Medical Provider (MP) for each of the last two years by type of penalty (i.e., staffing, etc.).

Answer: Duplicate of Questions 29 & 30

- 99. Special Conditions for Off-site Medical Service Expenses.. (Item V.C.1; p. 20) . In accordance with 19 O.S. § 746. please identify the financial impact of this to the incumbent provider over the past three (3) years. Answer: These documents have been provided for your review.
- 100. Please provide a list of medical equipment that will be available to the new (MP) with the model, age, and condition of each piece of equipment.

Answer: Equipment list provided as a separate document

101. Please provide a list of office equipment that will be available to the new MP with the model, age, and condition of each piece of equipment.

Answer: Equipment list provided as a separate document

102. Please provide the current staffing plan by position, credential, and shift.

Answer: Duplicate of Question 37

103. Please provide current salaries for each of the current positions.

Answer: Duplicate of Question 43

- 104. Please identify the level of provider (i.e., RN, LPN, Mid-level, etc.) who conducts the following:
  - a. Intake

Answer: RN, LPN, CMA

b. Sick call

Answer: LPN primarily & RN as needed

c. 7 day/14 day H&Ps

Answer: RN

d. Med pass

Answer: CMA

- 105. Services to Staff. (Item III.Q.2/3; p. 11). Please provide the volume of vaccinations for the following over the past two years:
  - a. Hepatitis B

Answer: 2016-0 2017-0

b. Annual flu

Answer: 2016-0 2017-120

- c. Who is financially responsible for the cost of the vaccination serums the County or the MP?
   Answer: County shall provide influenza serum only
- 106. Are there currently any unfilled positions?

Answer: See Question 39

a. If so, please identify the position and length of time vacant.

Answer: (2) LCSW- Vacant since Jan 2018 (1) Psych ARNP- Ongoing since May 2015. Currently staff with (1) Psych ARNP.

107. Staffing Penalties and Credits. (Item VII.A.8; p. 27). Please provide the current payback hourly rates.

Answer: These documents have been provided for your review.

108. Credit to the County. (Item III.G; p. 9). Please clarify. Is the penalty assessed only if the position is vacant for 30 days, or is the penalty assessed if the position is backfilled?

Answer: This is clearly defined in VII.A.8.a of RFP 11804018

- 109. Item II.D (p.6) states that a full-time Psychiatrist is required. Item IV.A.6.b (p.14) states that the program shall include two (2) singularly designated Psychiatrists. Please clarify these statements as follows:
  - a. What is the total number of Psychiatrist hours required?

Answer: See Question 77

b. In addition to one FTE Psychiatrist (II.D), can additional psychiatric hours be provided by a Psychiatric Mid-level Provider?

Answer: See Question 77

110. Item IV.A.6(d); p. 14. Are all patients required to have an initial mental health screening (7 days for juvenile inmates / 14 days for adult inmates), or only those identified as requiring one?

Answer: All intakes are provided a mental health screening at booking

111. Are any mental health services provided by any other group (i.e., community-based services) that than those provided by the current MP? If so, please identify agency and services provided.

Answer: No

112. Will the County accept job descriptions for key positions in lieu of resumes, as we will not have the opportunity to interview current staff for suitability of employment with our company?

Answer: Duplicate of Question 72

113. Item I.E; p. 3. Will the County accept the confidential settlement and contract information of our proposed subcontractors following award of the contract?

Answer: No

114. Is telemedicine currently utilized?

Answer: Yes

- a. If so, please identify the services and frequency.
   Answer: HIV Clinic (2 hours, 1x/week)
- 115. Does the OCDC currently have wireless capability?

Answer: Yes

116. Please identify the current on-site specialty clinics and frequency.

Answer: OB/GYN – 2 times per week

Ortho – 1 time per week

U/S – 1 time per week

Optometry – 1 time per month

117. Please identify the on-site specialty clinic providers and provide their contact information.

Answer: Duplicate of Question 53

- 118. Pharmacy Statistics. Please provide the following information for the past three years:
  - a. Number of inmates on medication(s)

Answer: These documents have been provided for your review.

b. Number of inmates on psychotropic medication(s)

Answer: These documents have been provided for your review.

c. Number of inmates on HIV/AIDS medication(s)

Answer: These documents have been provided for your review.

d. Number of inmates on Hepatitis medications(s)

Answer: These documents have been provided for your review.

e. Number of inmates with diabetes

Answer: These documents have been provided for your review.

- 119. On-Site Statistics. Please provide the monthly statistics for on-site services for the past three (3) years, including but not limited to the following:
  - a. Intakes

Answer: 2015 – 32,908; 2016 – 29,937; 2017 – 32,589

b. Nursing sick call, midlevel sick call, physician sick call

Answer: Statistics provided on separate document

c. Inmate physicals

Answer: 2015 – 10,628; 2016 – 10,721; 2017 – 9,945

d. Numbers of inmates evaluated by Psychiatry

Answer: 2015 – 3,987; 2016 – 3,596; 2017 5,460

e. Number and volume of chronic care visits by type

Answer: Statistics provided on separate document

f. Number of on-site clinic visits by type (OB/GYN, orthopedics, ophthalmology, cardiology, etc.)

Answer: Statistics provided on separate document

g. Labs

Answer: 2017 – 9,783. Previous years could not be generated

h. X-rays

Answer: 2015 - 1703; 2016 - 1429; 2017 - 1549

i. Telehealth encounters by specialty

Answer: 2015 – 91; 2016 – 71; 2017 - 80

- 120. Off-Site Statistics. Please provide the monthly statistics for off-site services for the past three (3) years, including but not limited to the following:
  - a. Total number of emergency room visits by facility

Answer: These documents have been provided for your review.

b. Number of ER visits that resulted in inpatient admissions

Answer: These documents have been provided for your review.

c. Number of ambulance transfers by facility

Answer: These documents have been provided for your review.

d. All non-ambulance transfers

Answer: These documents have been provided for your review.

e. All 911 transfers

Answer: These documents have been provided for your review.

f. All life flight/helicopter transfers

Answer: 0

g. Number of inpatient admits

Answer: These documents have been provided for your review.

h. Number of inpatient days

Answer: These documents have been provided for your review.

i. Average hospital length of stay

Answer: These documents have been provided for your review.

j. Number of outpatient visits by provider type

Answer: These documents have been provided for your review.

k. Number of one-day surgeries by type

Answer: These documents have been provided for your review.

Number of off-site radiology exams by type (i.e., CT scan, MRI etc.)
 Answer: These documents have been provided for your review.

121. Mental Health Statistics (for the past three years)

a. Number of inmates on psychotropic medications per month

Answer: These documents have been provided for your review.

b. Number of attempted suicides

Answer: 2015-2017 Total 1643

c. Number of completed suicides

Answer: 2015-2017 Total 10

d. Number of mental health grievances

Answer: 2015-3 2016-8 2017-5

e. Number of episodes of seclusions, if any

Answer: N/A

f. Number of episodes of restraint per month, if any

Answer: 2017- 35 2016- 41 2015- 20 (6 months only)

g. Number of episodes of suicide watch per month

Answer: 2015- 110 2016- 994 2017- 539

h. Number of psychiatric hospitalizations

Answer: These documents have been provided for your review.

i. Number of psychiatric inpatient hospital days

Answer: These documents have been provided for your review.

i. Total cost of psychiatric inpatient hospitalizations

Answer: These documents have been provided for your review.

k. Is the MP financially responsible for hospitalization in psychiatric facilities?

Answer: Yes

I. Number of psychiatrist visits per month

Answer: Statistics provided on separate document

m. Number of Mental Health Professional visits per month
 Answer: Statistics provided on separate document

- 122. Expenses. Please provide the following information for the past two years.
  - Total pharmacy costs

Answer: These documents have been provided for your review.

b. Total psychotropic medications costs

Answer: These documents have been provided for your review.

c. Total HIVAIDS medications costs

Answer: These documents have been provided for your review.

d. Total ER visit costs

Answer: These documents have been provided for your review.

e. Total inpatient hospitalization costs

Answer: These documents have been provided for your review.

f. Total off-site specialist visits costs

Answer: These documents have been provided for your review.

123. Methadone

a. Is methadone provided to any patients other than pregnant patients

Answer: Typically, no

b. Is methadone provided on-site or off-site?

Answer: On-Site

c. Who is the local methadone provider?

Answer: Diamond Pharmacy

- 124. Aggregate Financial Capitation
  - a. What is the current aggregate financial capitation for off-site services?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review

b. Have off-site costs been below or exceeded the off-site capitation limits in the past two years?

Answer: These documents have been provided for your review.

c. By how much has the current MP been below or exceeded the off-site cap in each of the past two years?

Answer: These documents have been provided for your review.

d. What is the current aggregate financial capitation for pharmacy?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review

e. Have pharmacy costs been below or exceeded the pharmacy capitation limits in the past two years?

Answer: These documents have been provided for your review.

By how much has the current MP been below or exceeded the pharmacy cap in each of the past two years?

Answer: These documents have been provided for your review.

125. Per our malpractice underwriters, Oklahoma City (along with Tulsa) has historically experienced astronomically high loss runs. Our industry has just a handful of carriers so we are fearful any carriers with past knowledge of loss histories will include huge premiums to any policy which then must be passed on to the taxpayers. Because this is creating a huge risk premium for malpractice coverage, would the County be open to any creative risk sharing scenarios associated with GL/PL coverage? We appreciate your consideration for allowing creative alternatives.

Answer: Creative alternatives that benefit the County may be considered.

126. Please provide the current contract with applicable amendments or addenda.

Answer: Duplicate of Question 27

127. Please provide a breakdown of the annual off-site expenditures since January 2014. Also, please provide a list of patient off-site expenditures (patient names and personal identification information redacted) that exceeded \$10,000.00.

Answer: These documents have been provided for your review.

128. Please provide a breakdown of the annual specialty services expenditures since January 2014.

Answer: These documents have been provided for your review.

129. Please provide a breakdown of the annual pharmacy expenditures since January 2014. Please provide a breakdown of all HIV, Hemophilia, Hepatitis C, or other medications that exceeded \$1,000.00 per month since January 2014.

Answer: These documents have been provided for your review.

130. What accreditation costs has the current vendor incurred over the past 4 years? Please break down by ACA, NCCHC and by year.

Answer: NCCHC- 2015 (\$4,900) 2016- (\$5,243)

- 131. Requirement "H. Damages" on page 4, "G" on page 9, "P" on page 10, "e" on page 14, "13" on page 18, "3" on page 21, and "3" on page 25 of the RFP identify several proposed liquidated damages for the next contract.
  - a. Are these the same liquidated damages being assessed with the current vendor? If not, please disclose the differences.

Answer: Irrelevant to the award of the contract

b. Please disclose the total liquidated damages assessed on the current vendor over the past 3 years.

Answer: Irrelevant to the award of the contract

 Please disclose if any liquidated damages that could have been assessed were waived instead of being assessed. If so, please provide the reason why.

Answer: Irrelevant to the award of the contract

132. Please verify the current JMS is Justice Solutions (A.1. on page 21 of the RFP) and a complete interface is functioning.

Answer: Current JMS is as stated in RFP. Can't answer interface question for unknown Vendor EMR software.

133. Please provide the monthly health services reports from January 2015 through current day.

Answer: Statistics provided on separate document

134. Please provide any staffing reconciliation (vacancy) reports from January 2015 through current day.

Answer: These documents have been provided for your review.

135. Please disclose any professional positions (HSA, DON, Medical Director, Psychiatrist, ARNP, Psych ARNP, MH Administrator, etc.) that have been vacant at any time since January 2015 and the duration of these vacancies.

Answer: These documents have been provided for your review.

136. Please disclose how many times the HSA, DON, Medical Director, Psychiatrist, Mental Health Administrator, and ARNP/PA positions have turned over since January 2015.

Answer: Irrelevant to the award of the contract

137. Requirement "d)" on page 14 of the RFP requires an RPR Syphilis blood test on all inmate health assessments. Is the current contracted provider performing these tests on every health assessment performed? If so, please provide the number of tests performed each month since January 2015 along with the number of positive results.

Answer: Offered to every patient and if indicated

138. Requirement "8.b)" on page 15 of the RFP requires "grand rounds" to be performed on all segregated populations (including administrative and disciplinary segregation). Please disclose a list of all units in which these rounds occur, the average number of inmates encountered during grand rounds each week, and what all health positions participate in these rounds.

Answer: Dr Childs calls it welfare rounds on all of the single cell mho pts on 10D on Tuesday mornings and 13C and 13A on Wednesday mornings. A security officer, the medical director, mental health on the welfare rounds, Dr Kahn joins us on Friday.

139. Requirement 7.g) on page 26 of the RFP requires a "sign-in and sign-out" procedure set forth by OCDC. Please expand on the current monitoring procedure established with the existing health vendor. Also, please provide additional requirements OCDC is pursuing with the next contract.

Answer: The requirements are stated in the RFP

140. Requirement 7.h) on page 26 of the RFP requires standardized uniforms for health personnel. Please provide details of this uniform and whether these are these provided by OCDC, the current vendor, or the individual employee.

## Answer: Standard Scrubs in basic colors. OCDC does not provide

141. Please provide the names and/or titles of the members of the proposal review committee.

Answer: Unknown at this time

142. Please provide a list of the current off-site specialty care providers (orthopedic, ophthalmologist, dialysis, general surgeons, etc.)

Answer: See Question 86

143. Requirement 14. on page 6 of the RFP makes reference to a BID SECURITY. However, it does not give details of the amount. Is this a requirement that the County has waived with this RFP?

Answer: N/A



	OKLAHOMA						
		Average		Primary Inmate	Previous Medical		
	Client / Facility Cleveland County Detention Center	ADP	Services Provided  Medical, Mental Health,	Entities Served	Provider	Contact Information	
	2550 W Franklin Rd		Dental, Pharmaceutical,			Sheriff Todd Gibson	
1	Norman, OK 73069	545	Off-site Management	County	Self-Operated	405-250-5659	
	McClain County Jail		Medical, Mental Health,			Sheriff Don Hewitt	
2	121 N. 2nd #121 Purcell, OK 73080	110	Pharmaceutical, Off-site	County	Solf Operated	405-527-2141 dlhewett@yahoo.com	
2	Pottawattomie County Safety Center	110	Management Medical, Mental Health,	County	Self-Operated	uniewett@yanoo.com	
	14209 Hwy 177		Pharmaceutical, Off-site			Director Thompson	
3	Shawnee, OK 74804	365	Management	County	Self-Operated	405-273-0043	
	Kay County Detention Center		Medical, Mental Health,			Director Don Jones	
	1101 West Dry Road		Pharmaceutical, Off-site		Correct Care Solutions	580-761-3107	
4	Newkirk, OK 74647	330	Management Medical, Mental Health,	County	(CCS)	director@kaycountydc.net	
	Grady County Law Enforcement Center 215 North 3rd Street		Pharmaceutical, Off-site	County, USM,		Administrator Jim Gerlach	
5	Chickasha, OK 73018	495	Management	FBOP, BIA	Self-Operated	405-222-1000 ext 237	
	Seminole County Jail		Medical, Mental Health,			Sheriff Shannon Smith	
_	211 E 2nd		Pharmaceutical, Off-site		Advanced Correctional	405-220-2901	
6	Wewoka, OK 74884	150	Management	County	Healthcare (ACH)	sem6701@yahoo.com	
	Payne County Jail 606 S Husband st #106		Medical, Mental Health, Pharmaceutical, Off-site		Advanced Correctional	Sheriff RB Hauf 405-372-4522	
7	Stillwater, OK 74074	230	Management	County	Healthcare (ACH)	rbhauf@paynecounty.org	
	Rogers County Jail		Medical, Mental Health,	,	,	Undershriff Jon Sappington	
_	201 S Cherokee Ave		Dental, Pharmaceutical,			918-923-4939	
8	Claremore, OK 74017	285	Off-site Management	County	Self-Operated	jsappington@rcsheriff.org	
	Creek County Criminal Justice Center		Medical, Mental Health,	County ICE	Advanced Correction	Sheriff Bret Bowling	
9	9175 Ridgeview Street Sapulpa, OK 74066	295	Pharmaceutical, Off-site Management	County, ICE, USM	Advanced Correctional Healthcare (ACH)	918-227-6374 bbowling@creekcountysheriff.com	
,	Beckham County Jail		Medical, Mental Health,	03111	realineare (rierry	bbowing@creekcountysnermicom	
	108 S 3rd Street		Pharmaceutical, Off-site		Advanced Correctional	Sheriff Derek Manning	
10	Sayre, OK 73662	90	Management	County	Healthcare (ACH)	580-928-2121	
	Canadian County Jail		Medical, Mental Health,			Sheriff Chris West	
11	208 W Rogers Street	220	Pharmaceutical, Off-site		Advanced Correctional	405-422-3187	
11	El Reno, OK 73036 Okfuskee County Jail	230	Management Medical, Mental Health,	County	Healthcare (ACH)	westc@ccsheriff.net	
	209 N. 3rd Street		Pharmaceutical, Off-site		Advanced Correctional	Sheriff Steven Worley	
12	Okemah, OK 74859	45	Management	County	Healthcare (ACH)	918-623-1122	
	Garfield County Jail		Medical, Mental Health,				
42	114 W Broadway		Pharmaceutical, Off-site			Undersheriff Rick Fagan	
13	Enid, OK 73701 Pontotoc County Jail	245	Management Medical, Mental Health,	County	Healthcare (ACH)	580-237-0244 Sheriff John Christian	
	100 W 13th Street		Pharmaceutical, Off-site			580-421-7761	
14	Ada, OK 74820	365	Management	County	Self-Operated	jchristian@pontotocsheriff.com	
	Woodward County Jail		Medical, Mental Health,			Sheriff Kevin Mitchell	
	1600 Main Street #1		Pharmaceutical, Off-site		Advanced Correctional	580-254-6814	
15	Woodward, OK 73801	110	Management	County	Healthcare (ACH)	mitchell@woodwardcounty.org	
	Stephens County Jail 101 S 11th, #104		Medical, Mental Health, Pharmaceutical, Off-site			Sheriff Wayne McKinney	
16	Duncan, OK 73533	215	Management	County	Self-Operated	(580) 255-3131	
	Caddo County Jail		Medical, Mental Health,	,		Undersheriff Spenser Davis	
	201 West Oklahoma Avenue		Pharmaceutical, Off-site			(405) 247-6666	
17	Anadarko, OK 73005	185	Management	County, BIA	Self-Operated	caddofive@yahoo.com	
	David L. Moss - Tulsa		Medical, Mental Health,			Sheriff Vic Regalado	
40	300 N. Denver	4500	Dental, Pharmaceutical,	County, DOC,	Armor Correctional	(918) 596-5601	
18	Tulsa, OK 74103 McIntosh County Jail	1680	Off-site Management Medical, Mental Health,	ICE, USM	Health Services	vregalado@tcso.org Monica Smith, Jail Administrator	
	1425 Industrial Drive		Dental, Pharmaceutical,			(918) 689-2526	
19	Eufaula, OK 74432	120	Off-site Management	County	Self-Operated	msmith6872@yahoo.com	
	Bryan County Jail		Medical, Mental Health,				
••	402 West Evergreen		Dental, Pharmaceutical,			Sheriff Johnny Christian	
20	Durant, OK 74701	155	Off-site Management	County	Self-Operated	(580) 924-3000	
	Mayes County Jail One Court Place, Suite 150		Medical, Mental Health, Dental, Pharmaceutical,			Sheriff Mike Reed	
21	Pryor, OK 74361	100	Off-site Management	County	Self-Operated	(918) 825-3535	
	Logan County Jail		Medical, Mental Health,			Sheriff Damon Devereaux	
	216 S Broad St		Dental, Pharmaceutical,		Advanced Correctional	(580) 284-4100	
22	Guthrie, OK 73044	170	Off-site Management	County	Healthcare (ACH)	ddevereaux@logancountyso.org	
	Blaine County Jail		Medical, Mental Health,			SI WAN D	
23	212 N Weigle Ave Watonga, OK 73772	25	Dental, Pharmaceutical, Off-site Management	County	Self-Operated	Sheriff Mike Reed (580) 623-5970	
	Ottawa County Jail	2.3	Medical, Mental Health,	County	Self-Operated	Sheriff Jeremy Floyd	
	28 B St., SE		Dental, Pharmaceutical,			(918) 542-2806	
24	Miami, OK 74354	170	Off-site Management	County, DOC	Self-Operated	jmfloyd724@gmail.com	
	Lincoln County Jail		Medical, Mental Health,				
25	811 Manvel, Ste. 14 Chandler, OK 74824	110	Dental, Pharmaceutical,	Country	Salf Operated	Sheriff Charlie Dougherty	
25	Chandler, OK 74834 Delaware County Jail	110	Off-site Management Medical, Mental Health,	County	Self-Operated	(405) 258-1191	
	327 South 5th Street		Dental, Pharmaceutical,			Sheriff Harlan Moore	
26	Jay, OK 74346	70	Off-site Management	County	Self-Operated	(918) 253-4531	
	Sequoyah County Jail		Medical, Mental Health,				
	327 South 5th Street		Dental, Pharmaceutical,			Sheriff Larry Lane	
27	Jay, OK 74346	120	Off-site Management	County	Self-Operated	(918) 775-1213	



		ARKANSAS CLI	ENTS		
or and the aller	4	San transport dad	Primary Inmate	Previous Medical	Control leformation
Client / Facility	Average ADP	Services Provided	Entities Served	Provider	Contact Information Sheriff Shane Jones
Rono County Isil		Modical Montal Hoalth			
1 -					sjones@popecoso.net
					(479) 970-6279
Russellville, AR 72802	185	Off-site Management	County	Self-Operated	Fax: (479) 968-6145
					Sheriff Rodney Wright
-					rwright@scsosheriff.org
*		'			(501) 303-5609
Benton, AR 72015	225	Management	County	(SHP)	Fax:(501) 303-5747
					Sheriff David Carter
					gc1@gmco.net
					(870) 236-7612
					Fax: (870) 239-6344
Greene County Detention Center		Medical, Mental Health,			Allison Huckabee, Jail Admin
1809 N. Rockingchair Rd.		Pharmaceutical, Off-site			ay6173@yahoo.com
Paragould, AR 72450	165	Management	County	Self-Operated	(870) 476-9509
		-	-		Sheriff Doc Holladay
Pulaski County Regional Detention Center		Medical, Mental Health.			docholladay@pcso.org
					(501) 539-0125
	1100	l '	County	Self-Operated	Fax: (501) 340-7080
					Major Clayton Edwards
White County Iail		Modical Montal Hoalth			claytonedwards@wcso.cc
		1 '		Advanced Correctional	(501) 279-6279
	205		Carratur		
Searcy, AR 72143	285	Management	County	Healthcare (ACH)	Fax: (501) 278-8057
					Sheriff Mike McCormick
,		· · · · · · · · · · · · · · · · · · ·			mmccormick@garlandcounty.org
		, ·			(501) 662-3660
Hot Springs, AR 71913	235	Off-site Management	County	Medical Group (CMGC)	Fax: (501) 321-4212
					Sheriff Marty Boyd
,		Medical, Mental Health,			mboyd@craigheadso.org
901 Willett Rd		Pharmaceutical, Off-site		Advanced Correctional	(870) 933-4551
Jonesboro, AR 72401	375	Management	County	Healthcare (ACH)	Fax: (870) 933-4595
•		· · · · · · · · · · · · · · · · · · ·			Captain Jeremy Guyll
		1 '			jeremy.guyll@bentoncountyso.org
Bentonville, AR 72712	550	Off-site Management	County	(SHP)	(479) 271-1011
		KANSAS			
Client / Facility	Inmate Reds		•		Contact Information
Montgomery County Jail	minate beus	Medical, Mental Health,	Littles Serveu	rioviuei	Contact information
300 E Main Street		· · · · · · · · · · · · · · · · · · ·		Advanced Correctional	Sheriff Bobby Dierks
	125	· · · · · · · · · · · · · · · · · · ·	County		(620) 330-1000
	1809 N. Rockingchair Rd. Paragould, AR 72450  Pulaski County Regional Detention Center 3201 W Roosevelt Rd. Little Rock, AR 72204  White County Jail 1600 E Booth Road Searcy, AR 72143  Garland County Detention Center 3564 Albert Pike Road Hot Springs, AR 71913  Craighead County Jail 901 Willett Rd Jonesboro, AR 72401  Benton County Jail 1300 SW 14th Street Bentonville, AR 72712  Client / Facility  Montgomery County Jail	Pope County Jail 3 Emergency Lane Russellville, AR 72802 185  Saline County Jail 735 S Neeley St Benton, AR 72015 225  Greene County Detention Center 1809 N. Rockingchair Rd. Paragould, AR 72450 165  Pulaski County Regional Detention Center 3201 W Roosevelt Rd. Little Rock, AR 72204 1100  White County Jail 1600 E Booth Road Searcy, AR 72143 285  Garland County Detention Center 3564 Albert Pike Road Hot Springs, AR 71913 235  Craighead County Jail 901 Willett Rd Jonesboro, AR 72401 375  Benton County Jail 1300 SW 14th Street Bentonville, AR 72712 550  Client / Facility Inmate Beds Montgomery County Jail 300 E Main Street	Client / Facility  Average ADP  Services Provided  Medical, Mental Health, Dental, Pharmaceutical, Off-site Management  Saline County Jail 735 S Neeley St Benton, AR 72015  Greene County Detention Center 1809 N. Rockingchair Rd. Paragould, AR 72450  Pulaski County Regional Detention Center 3201 W Roossevelt Rd. Little Rock, AR 72204  White County Jail 1600 E Booth Road Searcy, AR 72143  Garland County Detention Center 3564 Albert Pike Road Hot Springs, AR 71913  Craighead County Jail 901 Willett Rd 1300 SW 14th Street Benton Cunty Jail 1300 E Main Street  Client / Facility Medical, Mental Health, Dental, Pharmaceutical, Off-site Management  Medical, Mental Health, Dental Pharmaceutical, Off-site Management  Medical, Mental Health, Pharmaceutical, Off-site Management	Client / Facility  Average ADP  Services Provided  Medical, Mental Health, Dental, Pharmaceutical, Off-site Management  County  Medical, Mental Health, Pharmaceutical, Off-site Management  County  Saline County Jail  735 S Neeley St Benton, AR 72015  County  Medical, Mental Health, Pharmaceutical, Off-site Management  County  Medical, Mental Health, Pharmaceutical, Off-site Management  County  Medical, Mental Health, Pharmaceutical, Off-site Management  County  Pulaski County Regional Detention Center 3201 W Roosevelt Rd. Little Rock, AR 72204  1100  Medical, Mental Health, Dental, Pharmaceutical, Off-site Management  County  White County Jail 1600 E Booth Road Searcy, AR 72143  285  Medical, Mental Health, Pharmaceutical, Off-site Management  County  Medical, Mental Health, Pharmaceutical, Off-site Management  County  Medical, Mental Health, Dental Pharmaceutical, Off-site Management  County  Medical, Mental Health, Pharmaceutical, Off-site Management  County  Medical, Mental Health, Pharmaceutical, Off-site Management  County	Client / Facility  Average ADP  Services Provided  Primary Inmate Entities Served Primary Inmate Entities Served Provider  Self-Operated  Southern Health Partners  Southern Health Partners  County  Self-Operated  Medical, Mental Health, Pharmaceutical, Off-site Management  County Self-Operated  Provider  Advanced Correctional Health, Pharmaceutical, Off-site Management  County Healthcare (ACH)  Provider  Advanced Correctional Health, Pharmaceutical, Off-site Management County Health Partners  Southwest Correctional Medical, Mental Health, Pharmaceutical, Off-site Management County Health Partners  Southwest Correctional Medical, Mental Health, Pharmaceutical, Off-site Management County Healthcare (ACH)  Primary Inmate Entities Served Primary Inmate Entities Served Provider  Advanced Correctional Provider  Provider  Advanced Correctional Provider

TOTAL AR/KS POPULATION AR/KS/OK POPULATION

3,245 10,255

Updated 3/1/18



				F	Previous Contract	s	
		Average			Prior Correctional	Correctional Health Company	
	Client / Facility	ADP	Initiated	Concluded	Health Company	Replacing Turn Key	Contact Information
	Craig County Jail						
	210 W Delaware Ave # 101					NONE	Sheriff Health Winfrey
1	Vinita, OK 74301	75	2016	2017	Self Operated	Local Doctor	(918) 256-6466
	Osage County Jail						
	900 S. St Paul Ave				Correct Care Solutions	NONE	Charles Cartwright, Jail Admin
2	Pawhuska, OK 74056	180	2015	2017	(ccs)	Local Doctor	918-287-4295
	Jackson County Jail						Sheriff David Lucas
	3700 Theater Dr.						dlucas@jacksonsheriff.org
	PO BOX 647					NONE	(870) 523-5842
3	Newport, AR 72112	56	2016	2017	Self Operated	Local Doctor	Fax: (870) 523-7418
	Muskogee County Jail						Rob Frazier, Sheriff
	220 State Street					NONE	(918) 869-7115
4	Muskogee, OK 74401	282	2016	2017	Self Operated	Local Doctor	robfrazier@muskogeeso.org

Updated 1/8/18

- 1 Craig County initiated our services on a month-to-month basis. When new sheriff assumed operation in January 2017, the County's Contract to house Oklahoma DOC inmates ended. Their population went from 75 to 30 inmates. They informed us they could no longer afford our services. We were assured the decision had nothing to do with performance, and we were assured we will be their first choice for services if their financial situation changes.
- 2 A new sheriff took office in January 2017. He chose to allow our contract to expire in July 2017 without renewal. He has hired a local Nurse Practitioner to conduct clinics in an effort to reduce cost. We have been assured it was strictly financial and not related to any performance issues. If and when the current model is no longer feasible, we have been assured we will be contacted to resume services.
- 3 The County opened a new detention center in 2016. The facility's average population was anticipated to be between 80-90 inmates. However, a year after opening, the population was consistently between 50-60 inmates. In addition, the Sheriff's budget to operate the facility for 2018 was reduced by \$300,000.00. Thus the onsite clinic was eliminated and the County went back to a local provider model to see inmates as needed.
- 4 After working with the County for 19 months, the County was not able to implement an operational system that supported our expectations for a fully functional clinical environment. Turn Key informed Muskogee County that we could no longer provide services for the facility and we ended our services with a 60 day notice on 12/31/2017.

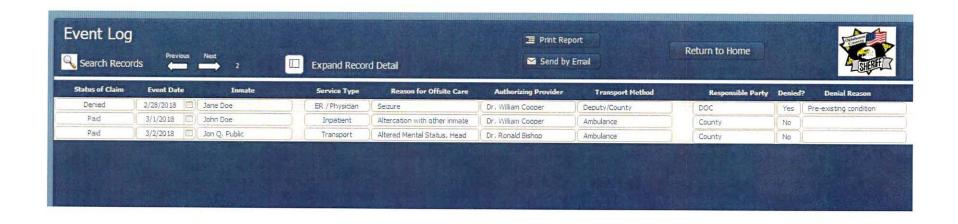
## Oklahoma County - Claims Management System

# Oklahoma County - Claims Management System OC-CMS



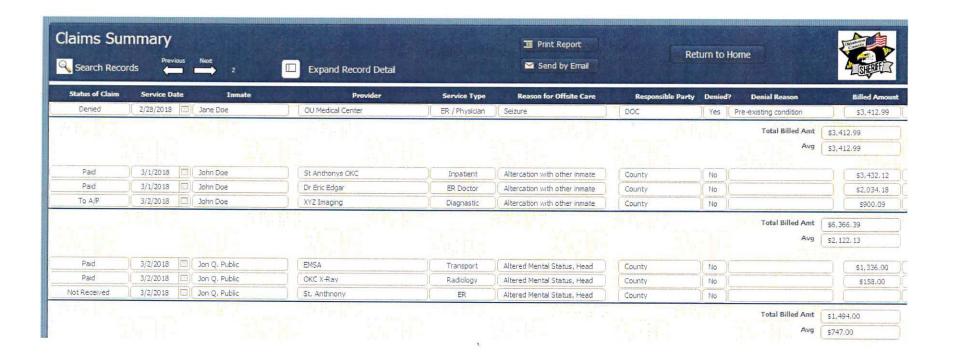
- View the status of all Oklahoma County events requiring offsite care and medical claims in real time
- Fully customizable layouts and reports
- Summary screens to access event and claims data in easy to read formats

## **Event Log**



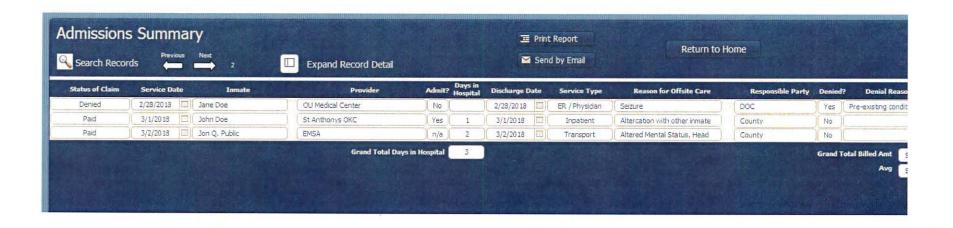
- See an instant summary of all events requiring offsite care
- Expand any record to see detailed information relating to each event, including related claims data
- Search, filter and sort then print or email reports as needed

## Claims Summary



- Easily search, filter and sort claims by any field or date range
- Select any claim to expand the record and view all details (see Event Detail screen)
- See all relevant data at a glance including payment summaries
- Fully customizable to suit your preference

## **Admissions Summary**



- Create an instant summary of all offsite events resulting in hospital admissions
- As with all data presented in the Claims Management System search, filter and sort then print or email reports as needed
- All layouts and reports are fully customizable to suit the County's preferences



# COUNTY DETENTION CENTER Director Don Jones

Dep. Director Harold Hughs 1101 West Dry Road Newkirk, Oklahoma 74647

Ph: 580-362-3393 Fax: 580-362-3654



June 30, 2016

Contract renewal: Inmate health provider

Turn Key Health Clinics, LLC. 19 NE 50<sup>th</sup> Street Oklahoma City, OK 73105

Dear Mr. Junod,

I am please in inform you that our board of trustees voted unanimously again to renew our inmate health service provider contract with your company for FY 2016-2017.

The board and myself discussed your company's on-site nursing and supervisory staff, as well as your personal performance. Without hesitation, and with great praise, everyone agreed what a difference/improvements your medical services have made to our inmate health services.

When our previous medical provider abruptly ended our contract, you all came in and took over without any added expense, delay, or interruption to our inmate medical services. The transition to your company was actually not even noticed, with the exception of the vast improvements made to our inmate medical services, contract administration, as well as your nursing supervision. Our former contract provider, made no on-site visits at all.

Though we are rural county jail, you have never failed to provide us with <u>quality</u> nursing staff, you have reduced our medical transports significantly.

Your company has never failed to perform. You have exceeded our expectations and have provided and performed exactly as you said you would.

I want to personally thank you, and Cindy Bilyeu, as well as your entire administrative staff, for the excellent customer service and personal attention that you all have given to us and I look forward to many more years of our partnership.

If I may be of any assistance to you, please let me know.

Sincerely,
Don Jones, Director
Kay County Detention Center



# **Pulaski County**

## Office of the Sheriff Doc Holladay, Sheriff

2900 South Woodrow Little Rock, AR 72204 Tel. 501-340-6600

February 28, 2018

Flint Junod, CEO Turn Key Health Clinics, LLC. 19 NE 50<sup>th</sup> Street Oklahoma City, OK 73105

RE: Thank You

Flint,

I would like to express my appreciation to you, Danny, and the Turn Key Health team for your continued commitment to the Pulaski County Sheriff's Office.

Prior to contracting with Turn Key Health, our administrative command staff met with numerous inmate healthcare providers who were interested in providing services to our inmate population. Ultimately, none of the organizations presented the level of local support and commitment to the program's success as Turn Key Health.

Your leadership team has implemented a professional on-site program, and you have lived up to your commitment to resolve any potential concern immediately as they were presented.

The Pulaski County Sheriff's Office considers Turn Key Health a true partner, and I would be honored to recommend your services to any other agency seeking a true partnership.

Sincerely,

Doc Holladay

Pulaski County Sheriff

DH/llb cc: file



Marsh & McLennan Insurance Agency LLC 1 Polaris Way, Suite 300 Aliso Viejo, CA 92656 +1 949 900 1780 MarshMMA.com CA Insurance Lic. 0H18131

Oklahoma County Sheriff Oklahoma County, OK

February 27, 2018

**RE: Stop Loss Policy** 

To Whom It May Concern

Turn Key Health has engaged our services to prepare and coordinate the implementation of a comprehensive stop loss policy to protect Oklahoma County against catastrophic loss in the event of uncharacteristically high or exceptional pharmaceutical or offsite medical expenses the county may incur. Our firm is familiar with such policies and the carriers that offer them. We are prepared to initiate specific quotes for coverage for Oklahoma County immediately should the county be interested in Turn Key Health obtaining such coverage.

Sincerely,

Jeff Branch

Client Service Executive



SHERIFF VIC REGALADO

UNDERSHERIFF GEORGE W. BROWN

# TULSA COUNTY SHERIFF'S OFFICE

303 W. 1ST ST. TULSA OK 74103

February 13, 2018

Flint Junod, CEO Turn Key Health Clinics, LLC. 19 NE 50<sup>th</sup> Street Oklahoma City, OK 73105

**RE: Contract Status** 

Flint,

When I took office in 2016, I was challenged to evaluate the efficiencies of many of the programs of the Tulsa County Sheriff's Office. One of the primary programs that required thorough evaluation was the delivery of inmate health services at the David L. Moss Criminal Justice Center.

After putting the health services contract out to bid, I was perplexed how Turn Key Health could deliver on your proposal to increase the level of services while reducing overall costs. After working with your organization for more than a year, I am pleased to report you have delivered on that promise. The level of local support your team provides is something that Tulsa County has never experienced with the previous national providers. Your local approach has truly helped to enhance the level of professionalism portrayed from our organization to the citizens of Tulsa County.

I look forward to continuing our partnership in the future. I would be honored to serve as a reference should other law enforcement agencies consider partnering with Turn Key Health.

Sincerely,

Sheriff Vic Regalado

#### OKLAHOMA COUNTY CENTRAL PURCHASING



## INVITATION TO BID/ REQUEST FOR PROPOSAL

Solicitation Number: 11804018 Comprehensive Inmate Healthcare Services for the Oklahoma County Detention Center

Solicitation Type:

RFP ■ ITB □ Multi –Step □

Issue Date: January 29, 2018

Bid Due Date/Time: March 14th, 2018 @ 9 a.m. CST

Email Address: fjunod@turnkeyhealthclinics.com

RETURN BIDS TO:
Oklahoma County
Central Purchasing
320 Robert S. Kerr, Suite 117
Oklahoma City, Oklahoma 73102

(See Submission Procedures Section 2.1.4 of the Purchasing and Bid Regulations Section)

Purchasing Officer/Agent: Jane Gaston, CPPO

Phone Number: 405-713-1490 Email: jgaston@oklahomacounty.org

Bidder's FEI/SSN: 47-0993028 SHIP TO ADDRESS/PLACE OF PERFORMANCE

Company: Turn Key Health Clinics, LLC MANDATORY PRE-PROPOSAL CONFERENCE AND

Address: 19 NE 50th St MANDATORY WALK-THROUGH

Oklahoma City, OK 73105
Oklahoma County Detention Center 201 North Shartel Avenue

Contact Name: Flint Junod, CEO Oklahoma City, OK 73102-2227

Phone Number: (405) 537-7954 Fax No. (405) 563-9121 February 13th, 2018 at 1:00PM CDT

THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED

AFFIDAVIT: I, the undersigned of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any County Official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any County Official concerning exchange of money or thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of Oklahoma County (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

No person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, corruption, or sales to the State or to any of its political subdivisions may make sale of real or personal property to Oklahoma County.

Affiant further states that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Oklahoma County. False execution of this affidavit shall constitute perjury and is punishable as provided by law.

Bidder's Name (Type or Print): Turn Key Health Clinics, LLC c/o Fli	nt Junod, CEO	CAL STATE OF THE
Bidder's Signature: 7071	Date: 3/12/18	# 07009672 ØXP. 10/16/19
Subscribed and sworn before me this 12 day of Mach	_, 20 18	THE OBLICATION
My Commission Expires 10/16/19	Kathe Calta	20
	NOTARY PUBLIC (CLERK)	

Contractor.

#### AFFIDAVIT FOR CONTRACTS AND PAYMENTS

STATE OF OKLAHOMA	)			
	) SS			
COUNTY OF OKLAHOMA	)			
The Undersigned (Architect, Contractor, S	upplier or Enginee	, of lawful age, being first duly sy	worn, on oath states	s that this contract
is true and correct, and that the Affiant is the		(title) for Turn Key Heal		(name of
contractor) and that the affiant is authorize	ed by the Contracto	to sign this Affidavit and thoroby	hind both the Aff	

Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

That the Affiant understands and agrees that the Affiant, by signing this Affidavit under oath, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County [(the "Board")] on 10-4-99, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such resolution: (a) contracts entered into by the Board with publicly held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

By Printed Name of Afriant: Flint Junod, CEO
Individually and on behalf of the Contractor

Attested to before me this 12 day of Mach, 2018

Note: 62 OKL.ST.ANN. §§ 310.9 (A & B), require counties executing contracts with an Architect, Contractor, Engineer or Supplier of Materials of Twenty Five Thousand Dollars (\$25,000.00) or more to complete the statement required by Section 3109 of Title 74.

# Amendment of Solicitation/Modification of Contract

Manual Ma	Solicitation No. 11804018 - Comprehensive Inmate ention Center
The hour and date specified for receipt of offers	□ is extended to:
signing and returning a copy of this amendment, (2)	hour and date specified in the solicitation as amended by (1) or by acknowledging receipt of this amendment on the offer received at the place designated for receipt of offers prior to
☐ Modification No of Co	ontract
	<ul> <li>□ Administrative Change (Vendor signature not required)</li> <li>☑ Supplemental Agreement (Vendor signature required)</li> </ul>
Issued by: Oklahoma County Purchasing Department 320 Robert S. Kerr, Suite 117 Oklahoma City, OK 73102	7
Date of Issuance: March 5, 2018	
	nses to questions received before the bid question deadline.
This amendment must be signed and returned with	your proposal.
Vendor Name / Address:  Turn Key Health Clinics, LLC 19 NE 50th Street Oklahoma City, OK 73105	Oklahoma County Central Purchasing 320 Robert S. Kerr, Suite 117 Oklahoma City, OK 73102
Printed Name/Fitle of Signer Flint Junod, CEO Signature/Date 3/12/18	Name of Purchasing Officer or Agent Amanda Madison, CPPB, CPO Signature/Date

## RFP 11804018 Questions:

1. Are you currently NCCHC and ACA accredited?

Answer: Yes

Where is the pharmacy located?

Answer: Enter through the nurse's station on the 13th floor.

3. Who is the current pharmacy provider?

Answer: Diamond

4. Is your cost just operational?

Answer: Question is ambiguous.

5. How many isolation cells do you currently have?

Answer: 100 Restrictive Housing. 0 Negative air flow

Can we get a copy of your current staffing matrix?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

7. IT support...Does the vendor have to install their own network or will the vendor be able to use the County's network?

Answer: Vendor will need to install their own

8. Can we have a list of the current vendor's equipment that they will be taking if a new provider is selected?
Answer: This subject is covered in Section 7.3 of the current Healthcare Services contract.

9. How many med passes does HSA do per day? How many times do the nurses go up?

Answer: 2

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

11. Can we follow up in writing with more questions?

Answer: This question was asked during the Pre-Bid conference, and is included for completeness.

12. How long is the medical unit staffed?

10. Current contract available to us?

Answer: 24/7

13. On sick call request. Is that done electronically or is that done on paper?

Answer: Currently both, transitioning to all electronically

14. As they bring them in through intake do they use both RN's and LPN's?

Answer: Yes

15. Is DOJ scheduled for a visit?

Answer: No date has been set.

16. What is your most frequently used hospitals that you send patients to?

Answer: St Anthony's

17. What is the average number of patients on dialysis?

Answer: 3

18. Who is the provider you use for dialysis?

Answer: Davita & Fresenius

19. Do you have a dental suite and do you expect one?

Answer: Yes, we have one, and we expect a Dentist on staff

20. What are the hours for the medical staff?

Answer: 24/7

21. What are the hours for medical staff currently?

Answer: Duplicate of Question 20

22. What is the approximate cost of the current medical contract?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

23. What is the start date of the new contract?

Answer: Undetermined at this time.

24. Who currently provides lab services?

Answer: Integrated Regional Lab

25. Is the County enrolled in the exchange? As far as pre-existing?

Answer: N/A in Oklahoma.

26. What is the Oklahoma County Detention Center's (OCDC) targeted award date for the contract?

Answer: Undetermined at this time.

27. Please provide a copy of the current OCDC Medical Provider (MP) contract, including any exhibits, attachments, and amendments.

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

28. Please provide the names and participation levels (dollars spent) of all small/minority/ woman/veteran owned subcontractors used under the current contract.

Answer: Unknown

29. Please provide (by year) the amounts of any staffing paybacks/credits the County has assessed against the incumbent MP over the term of the current contract.

Answer: These documents have been provided for your review.

30. Please provide (by year) the amounts and reasons for any non-staffing penalties/ liquidated damages the County has assessed against the incumbent MP over the term of the current contract.

Answer: These documents have been provided for your review.

31. Are any of the OCDC facilities currently subject to any court orders or legal directives? If "yes," please provide copies of the order/directive.

Answer: No

- 32. With regard to lawsuits (frivolous or otherwise) pertaining to inmate health care:
  - a. How many have been filed against the County and/or the incumbent MP in the last three years?
     Answer: 13
  - b. How many have been settled in that timeframe?

Answer: 2

- 33. Please provide the following data regarding the size of the inmate population.
  - Three years' worth of facility-specific historical data Answer: Avg Daily Population-CY 2015 (2,491) CY 2016 (2,409) CY 2017 (2,222)

Five-year population projections
 Answer: Unknown

34. Please provide two years' worth of historical data on the number of OCDC intakes.

Answer: CY 2016 (49,176) CY 2017 (43,579)

35. Is the County aware of any upcoming legislation or government policy that could result in a drop in its inmate population (e.g., compassionate release, population reduction measures)?

Answer: No

If yes, please describe and provide a timeframe for the legislation/policy implementation.

Answer: N/A

36. Does the County have any plans to change the mission, size, or scope of any of its facilities within the term of the contract? If so, please provide details (including timeframe) on the planned change.

Answer: No

37. For each OCDC facility, please provide the minimum health service staffing required by the current contract (by shift and day of the week).

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

- 38. Please also provide the actual staffing your current MP is providing at each facility, for instance, any positions and/or hours being worked over and above what is required by the contract.

  Answer: These documents have been provided for your review.
- 39. For each OCDC facility, please provide a listing of any current health service vacancies, by position.

  Answer: 2 FTE LSW, 1 FTE Charge RN, 2 FTE LPN
- 40. With regard to background investigations, who is financially responsible for paying for this service: the County or the MP?

Answer: This is covered in Section VII.A.1.d of RFP 11804018.

41. With regard to drug testing for potential employees, does the County have any requirements on the testing methodology (saliva testing, urinalysis, etc.)?

Answer: No

42. Will the County allow "grandfathered" credentialing for incumbent staff already employed by (or contracted with) the current MP?

Answer: This is covered in Section VII.A.1.a of RFP 11804018.

- 43. Please provide the salaries/wages your incumbent MP is paying to its staff at the OCDC facilities.
  - a. How old is this data?
     Answer: These documents have been provided for your review.
  - Where did this data come from (e.g., State/County records, data from the incumbent MP)?
     Answer: Monthly staffing reports included with monthly service invoices.
- 44. Please confirm that the time MP staff members spend in orientation, in-service training, and continuing education classes will count toward the hours required by the contract.

Answer: Negotiable

- 45. Please confirm that overtime and agency hours will count toward the hours required by the contract. Answer: Negotiable
- 46. Please confirm that paid-time-off hours will count toward the hours required by the contract.

  Answer: Negotiable
- 47. Please provide an inventory of office equipment (e.g., PCs, printers, fax machines, copiers) currently in use at the OCDC facilities and identify items that will be available for use by the new MP. Answer: Equipment inventory provided as separate document.

- 48. Please provide an inventory of medical equipment (e.g., blood pressure cuffs, ultrasound, x-ray machines) currently in use at the OCDC facilities and identify items that will be available for use by the new MP. Answer: Equipment inventory provided as separate document.
- 49. How do personnel currently access the Internet while in the health care unit:
  - (a) through a County network or (b) through connectivity provided by the incumbent MP? Answer: B
  - (b) Who will be financially responsible for Internet access in the new contract? Answer: Vendor
- 50. How do inmates currently receive x-ray services: (a) onsite, with permanent County-owned equipment; (b) onsite, but through a mobile radiology vendor (PLEASE IDENTIFY VENDOR); or (c) offsite? Answer: B: Mobile X-Ray
- 51. How do inmates currently receive vision services: (a) onsite, with permanent County-owned equipment: (b) onsite, but through a mobile optometry vendor (PLEASE IDENTIFY VENDOR); or (c) offsite? Answer: C
- 52. Does current Oklahoma law mandate any special rates (Medicaid, Medicare, Workers Compensation, or other discounted rates) for the offsite treatment of OCDC inmates? If "yes," please provide a copy of this law.

Answer: Copies of Title 19 Sec 746, Title 36 Sec 6060.4a, and Title 21 Sec 533 are provided.

53. For each OCDC facility, please (a) identify any specialty clinics currently conducted onsite; and (b) indicate how many hours per week each clinic is held.

Answer: OB/GYN - 2 times per week

Ortho - 1 time per week

U/S - 1 time per week

Optometry - 1 time per month

54. Please identify the number, type, and timeframes of any backlogs (chronic care clinics, offsite referrals, dental encounters, etc.) that currently exist at the OCDC facilities.

Answer: None

- 55. We observed that there are six (6) special medical housing, observation beds, and medical unit during the site tours, but could you please provide the following more specific information.
  - a. Average occupancy/fill rate for the unit Answer: 100%
  - b. Staffing schedule for the unit's clinical personnel Answer: 24/7
  - c. Are patients in the unit always within sight or hearing of a qualified health care professional? Answer: Yes
- 56. We also observed that the OCDC facilities have mental health/suicide prevention and mental health cells. Answer: This is not a question.
- 57. Please provide the number of beds assigned to mental health patients, and the mission and size of each unit.

Answer: 125 Mental Health Observation Cells, 10D Pod

58. During the tours, we counted nine (9) medication carts. Is that the accurate number of medication carts owned by the County, and will they be available for use by the incoming MP? Answer: Ten (10). No, they are the property of Diamond

59. Does the OCDC currently maintain a Keep-On-Person (KOP) program?

Answer: Only Nitro and some inhalers. State Jail Standards prohibit anything else.

60. Please provide the following information about medication administration.

a. Who administers medications (RNs, LPNs, medical assistants)?
 Answer: Medical Assistants

b. Where does medication distribution take place, i.e., do medication carts go to the housing units or do inmates come to the medical units?

Answer: Housing Units

c. How long does it take to perform the average medication pass?
 Answer: Approximately 30-45 minutes per pod.

- Please provide copies of the following documents.
  - The drug formulary currently in use
     Answer: Provided as a separate document
  - The laboratory formulary currently in use
     Answer: Current provider's lab formulary is considered proprietary.
  - A current pharmacy/formulary management report
     Answer: These documents have been provided for your review.
- 62. On average, what percentage of OCDC inmates are prescribed psychotropic drugs each month?

  Answer: These documents have been provided for your review.
- 63. What is the average monthly number of inmates receiving pharmaceutical treatment for the following conditions?
  - a. Hepatitis C
     Answer: These documents have been provided for your review.
  - b. HIV/AIDS
     Answer: These documents have been provided for your review.
  - c. Hemophilia and other bleeding disorders
     Answer: These documents have been provided for your review.
- 64. Please provide monthly statistical data for each of the following categories.
  - a. Number of (offsite) inpatient hospital days
     Answer: These documents have been provided for your review.
  - b. Number of outpatient surgeries
     Answer: These documents have been provided for your review.
  - Number of outpatient referrals
     Answer: These documents have been provided for your review.
  - d. Number of trips to the emergency department (ED)
     Answer: These documents have been provided for your review.
  - e. Number of ED referrals resulting in hospitalization
     Answer: These documents have been provided for your review.
  - f. Number of ambulance transports
     Answer: These documents have been provided for your review.
  - g. Number of dialysis treatments
     Answer: These documents have been provided for your review.
- 65. Please provide annual spend amounts for the past three years for the following categories.
  - Total offsite care
     Answer: These documents have been provided for your review.

b. Total pharmaceutical expenditures

Answer: These documents have been provided for your review.

c. Laboratory services

Answer: These documents have been provided for your review.

d. X-ray services

Answer: These documents have been provided for your review.

- 66. Under the new contract, who will be financially responsible for these items: the County or the MP?
  - a. Inpatient hospitalization

Answer: MP

b. Outpatient surgeries

Answer: MP

c. Other outpatient referrals

Answer: MP

d. ER visits

Answer: MP

e. Ambulance transports

Answer: MP

f. Offsite dialysis

Answer: MP

g. Offsite diagnostics (lab/x-ray)

Answer: MP

h. Pharmaceuticals

Answer: MP

- 67. Please confirm that under the new contract, the MP will not be financially responsible for any of the following services.
  - a. Neonatal or newborn care after actual delivery

Answer: No.

b. Elective or mandated abortion

Answer: No

Cosmetic surgery, including breast reduction

Answer: No

d. Sex change surgery (including treatment or related cosmetic procedures)

Answer: No

e. Contraceptive care including elective vasectomy (or reversal of such) and tubal ligation (or reversal of such)

Answer: MP shall be responsible for all medically necessary treatments, medications, and procedures

f. Extraordinary and/or experimental care

Answer: No

g. Elective care (care which if not provided would not, in the opinion of the Medical Director, cause the inmate's health to deteriorate or cause definite and/or irreparable harm to the inmate's physical status)

Answer: No

h. Autopsies

Answer: No

- Any organ (or other) transplant or related costs, including, but not limited to labs, testing, pharmaceuticals, pre- or post-op follow-up care, or ongoing care related to a transplant, etc.
   Answer: MP shall be responsible for all medically necessary treatments, medications, and procedures
- Medications for the treatment of bleeding disorders, including, but not limited to Factor VIII and IX.
   Answer: MP shall be responsible for all medically necessary treatments, medications, and procedures
- 68. Please confirm that the following costs will be included under any cap on offsite care.

a. Inpatient hospitalization

Answer: Dependent upon how Vendor chooses to bid

b. Outpatient surgeries

Answer: Dependent upon how Vendor chooses to bid

c. Other outpatient referrals

Answer: Dependent upon how Vendor chooses to bid

d. ER visits

Answer: Dependent upon how Vendor chooses to bid

e. Ambulance transportation

Answer: Dependent upon how Vendor chooses to bid

f. Offsite dialysis

Answer: Dependent upon how Vendor chooses to bid

g. Offsite diagnostics (lab/x-ray)

Answer: Dependent upon how Vendor chooses to bid

- 69. With regard to the cap on offsite care and pharmaceuticals:
  - a. Please identify the cap amount for which the County wishes bidders to submit pricing.
     Answer: This will be negotiated upon award.
  - b. Please identify the amount of any offsite care or pharmacy cap in the current contract. Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.
  - c. For each of the past three (3) years, please indicate by how much (if at all) total OCDC offsite are and pharmaceuticals expenses have exceeded the contracted cap amount. Answer: These documents have been provided for your review.
- 70. Please identify the relative weight the County will assign to each scoring component listed in the RFP.

  Answer: N/A
- 71. Please provide the formula (or other methodology) the County will use to evaluate, rank, and assign scoring points to bidders' submitted prices.

Answer: N/A

72. RFP §IX.B.5 (Page 29) requires bidders to provide resumes for the bidder's proposed medical staff. This gives the incumbent MP a distinct and unfair advantage. Other bidders will not hire specific individuals for the OCDC project prior to being awarded the business. Therefore, in the interest of maintaining a fair and equitable solicitation process and providing a level playing field for all bidders, will the County accept job descriptions in lieu of actual names and resumes?

Answer: Job descriptions will be accepted only if accompanied by corresponding salaries and benefits for each position

73. Please indicate the type and amount of performance guaranty provided by the County's incumbent MP under the current contract.

Answer: See question 143

74. Is the County willing to consider alternatives—such as holding a portion of the successful MP's payment or establishing a reserve fund—to the performance bond described in the RFP? Unlike other common forms of guaranty, the expense associated with implementing a performance bond will add unnecessary dollars to the contract price.

Answer: No

75. We have noticed that in many cases, different components of a solicitation contain conflicting language and specifications. Please confirm the latest dated document always holds precedence, so bidders know which information to use in case of conflicting data sets among the County solicitation materials (original RFP, addenda, responses to questions).

Answer: A copy of the current Healthcare Services contract and all extensions are provided for

your review

76. Does the County require bidders to submit their Technical and Pricing proposals in separately sealed envelopes?

Answer: No

77. Please provide clarification regarding OCDC's requirement for full-time Psychiatrist(s). Page 6, II.D states, "Full-time Psychiatrist designated to supervise the appropriateness and adequacy of inmate mental health services," which appears to conflict with page 14, IV.A.6.b, which states, "The mental healthcare program shall include two (2) singularly designated Psychiatrists that are licensed to practice in Oklahoma."

Answer: Page 6 (Chief) of Psychiatry to oversee the mental health services. Page 14 DOJ recommended two psychiatrist, the second would be a staff psychiatrist

- 78. Page 6, Item 14, Bid Security Please verify that a Bid Security deposit is not required.

  Answer:
- 79. Is Intake staffed with a nurse 24x7?

Answer: Yes

80. Please provide the current medical provider's contract.

Answer: Duplicate of Question 10.

81. Please provide the medical provider's current staffing matrix by position and staff name.

Answer: Duplicate of Question 6

82. Please provide current staff salaries and information on employee benefits.

Answer: Rates provided, benefits unknown.

83. Is the Detention Center currently operating under a Consent Decree? If so, please provide the Consent Decree. If not, please provide the MOU, Settlement Agreement or Motion to Dismiss.

Answer: No, MOU provided as a separate document

- 84. Approximately when does the Detention Center expect a visit from the Department of Justice (DOJ)?

  Answer: No date has been set
- 85. Who is the off-site Dialysis vendor?

  Answer: Duplicate of Question 18

86. Please provide a list of all off-site providers that the current medical providers uses.

Answer: Orthopedics – Bone and Joint Hospital

Ophthalmology – Dean McGee Eye Institute

Dialysis - Davita, Fresenius

OUMC DOC Clinics - Trauma, Ortho, Plastics

Oncology - St. Anthony, OUMC, Integris SW Medical

OB/GYN - Perinatal Center at Mercy Hospital

St. Anthony Breast Center Midtown Women's Clinic Joyful Beginnings Clinic

## Oral Surgery - Oral and Maxillofacial Associates

87. Who is the current pharmacy provider?

Answer: Duplicate of Question 3

88. Please provide the total pharmacy cost for 2016 and 2017 calendar years.

Answer: These documents have been provided for your review.

89. When was the last accreditation visit by NCCHC and ACA?

Answer: NCCHC re accreditation August 2016; ACA re accreditation January 2016

90. Please provide the number of deaths in 2016 and 2017.

Answer: 2016-15 2017-12

91. Please provide the number of deaths due to suicide in 2016 and 2017.

Answer: 2016-6 2017-3

- 92. Section III. LEVEL OF SERVICE, item I on pages 9 states, "Appropriately trained healthcare personnel shall administer medications and the administration of each dose shall be documented electronically in a Medication Manager System (i.e. Guardian® Medication Manager) with all records to be retained as the property of the OCDC upon expiration or termination of this contract."
  - a. Is Guardian Medication Manager just an example of a system?
  - b. Or, is Guardian Medication Manager a system that the Oklahoma County Detention Center (OCDC) has reviewed and that the OCDC has an interest in specifically using?
  - c. Is the Guardian system currently in production and used by jail staff for electronic medication pass or any other functionality?

Answer: i.e. should have read e.g, so it is an example of a system required in the RFP.

- 93. Section II. THE CONTRACTED MP SHALL PROVIDE, item A on page 6 states, "Comprehensive inmate healthcare services that are legally defendable, constitutional, and that meet Oklahoma Jail Standards...in addition to all Federal, State and local laws, ordinances, rules and regulations." With nearly every correctional facility nationwide having some degree of emergency, interim, or first-dose starter stock on hand, often overlooked is that a sub-contracted pharmacy provider cannot dispense more than 5% of their overall company-wide sales as stock without being registered as a wholesaler in Oklahoma or using the services of a wholesaler in Oklahoma to sell and/or distribute wholesale quantities (greater than 5%) of stock medications. As bidders' compliance with federal and state regulations is required, compliance cannot be fully assured unless written documentation is provided to your evaluation committee at the time of proposal submittal.
  - a. Will you require bidders to submit a copy of the Oklahoma wholesale distributor license for the wholesaler that the bidder will subcontract with for stock distribution?

Answer: Expectations of the agency are set forth in the RFP.

Will a bidder's failure to provide proof of compliance with federal regulations at the time of proposal submittal, specifically this requirement, deem that bidder as non-responsive and therefore ineligible for an award?

Answer: Expectations of the agency are set forth in the RFP.

b. If not, what process will the OCDC follow prior to awarding a contract to ensure compliance with federal and state laws regarding stock distribution so that a contract is not awarded to a vendor that is later discovered to be unable to comply?

Answer: N/A

94. Section II. THE CONTRACTED MP SHALL PROVIDE, item A on page 6 states, "Comprehensive inmate healthcare services that are legally defendable, constitutional, and that meet Oklahoma Jail Standards...in addition to all Federal, State and local laws, ordinances, rules and regulations." If you currently receive

stock in blister cards, our understanding is that a pharmacy or a wholesaler cannot simply put those medications in a card and label them as stock and still be in full regulatory compliance. Our understanding of federal regulations is that a company must be an FDA-registered repackager or use the services of an FDA-registered repackager to legally repackage stock medications into blister cards or into any other packaging that results in a change to the original manufacturer's packaging if those repackaged cards are being sold to your facility. Although bidders' compliance with federal and state regulations is anticipated and should be expected, compliance cannot be fully assured unless written documentation is provided to your evaluation committee at the time of proposal submittal.

- a. Will you mandate that bidders comply with federal regulations and subcontract with a vendor that uses an FDA-registered repackager if stock is sold to your facility in packaging (such as blister cards) that is different than the original manufacturer's packaging?
  Answer: Expectations of the agency are set forth in the RFP.
- b. Will you require bidders, at the time of proposal submittal, to profide evidence such as the FDA Drug Establishment Registration Facility Establishment Identifier of the registered repackager they are utilizing for these services as proof of FDA registration?
  Answer: The bid specifications are contained in the RFP.
- c. Will a bidder's failure to provide, at the time of proposal submittal, written documentation to prove that they comply with FDA repackaging regulations regarding the selling of stock medications deem that bidder non-compliant and therefore ineligible to receive an award? Answer: We decline to advise a vendor how to bid
- d. If not, what process will you follow prior to awarding a contract to ensure bidders' compliance with federal and state laws regarding stock repackaging so a contract is not awarded to a bidder that is later discovered unable to comply? Answer: N/A
- 95. Statistical Information (Item I.B; p.2) Since the proposal is to be based on an ADP of 1800, is it the anticipation of the County that the population will continue to decline.

Answer: Unknown

96. How many DOC offenders are included in the current population?

Answer: Averages 130

97. Is the OCDC currently under a DOJ decree? If so, please provide details.

Answer: No, see Question 83

98. Please provide the amount of liquidated damages assessed the incumbent Medical Provider (MP) for each of the last two years by type of penalty (i.e., staffing, etc.).

Answer: Duplicate of Questions 29 & 30

- 99. Special Conditions for Off-site Medical Service Expenses.. (Item V.C.1; p. 20). In accordance with 19 O.S. § 746. please identify the financial impact of this to the incumbent provider over the past three (3) years. Answer: These documents have been provided for your review.
- 100. Please provide a list of medical equipment that will be available to the new (MP) with the model, age, and condition of each piece of equipment.

Answer: Equipment list provided as a separate document

101. Please provide a list of office equipment that will be available to the new MP with the model, age, and condition of each piece of equipment.

Answer: Equipment list provided as a separate document

102. Please provide the current staffing plan by position, credential, and shift.

Answer: Duplicate of Question 37

103. Please provide current salaries for each of the current positions.

Answer: Duplicate of Question 43

- 104. Please identify the level of provider (i.e., RN, LPN, Mid-level, etc.) who conducts the following:
  - a. Intake

Answer: RN, LPN, CMA

b. Sick call

Answer: LPN primarily & RN as needed

c. 7 day/14 day H&Ps

Answer: RN

d. Med pass

Answer: CMA

- 105. Services to Staff. (Item III.Q.2/3; p. 11). Please provide the volume of vaccinations for the following over the past two years:
  - a. Hepatitis B

Answer: 2016-0 2017-0

b. Annual flu

Answer: 2016-0 2017-120

- Who is financially responsible for the cost of the vaccination serums the County or the MP?
   Answer: County shall provide influenza serum only
- 106. Are there currently any unfilled positions?

Answer: See Question 39

- a. If so, please identify the position and length of time vacant.
   Answer: (2) LCSW- Vacant since Jan 2018 (1) Psych ARNP- Ongoing since May 2015.
   Currently staff with (1) Psych ARNP.
- 107. Staffing Penalties and Credits. (Item VII.A.8; p. 27). Please provide the current payback hourly rates.

Answer: These documents have been provided for your review.

108. Credit to the County. (Item III.G; p. 9). Please clarify. Is the penalty assessed only if the position is vacant for 30 days, or is the penalty assessed if the position is backfilled?

Answer: This is clearly defined in VII.A.8.a of RFP 11804018

- 109. Item II.D (p.6) states that a full-time Psychiatrist is required. Item IV.A.6.b (p.14) states that the program shall include two (2) singularly designated Psychiatrists. Please clarify these statements as follows:
  - a. What is the total number of Psychiatrist hours required?

Answer: See Question 77

b. In addition to one FTE Psychiatrist (II.D), can additional psychiatric hours be provided by a Psychiatric Mid-level Provider? Answer: See Question 77

Item IV.A.6(d); p. 14. Are all patients required to have an initial mental health screening (7 days for 110. juvenile inmates / 14 days for adult inmates), or only those identified as requiring one?

Answer: All intakes are provided a mental health screening at booking

Are any mental health services provided by any other group (i.e., community-based services) that than those provided by the current MP? If so, please identify agency and services provided.

Answer:

No

Will the County accept job descriptions for key positions in lieu of resumes, as we will not have the 112. opportunity to interview current staff for suitability of employment with our company?

Answer:

**Duplicate of Question 72** 

Item I.E; p. 3. Will the County accept the confidential settlement and contract information of our 113. proposed subcontractors following award of the contract?

Answer:

No

114. Is telemedicine currently utilized?

Answer:

Yes

 a. If so, please identify the services and frequency. Answer: HIV Clinic (2 hours, 1x/week)

115. Does the OCDC currently have wireless capability?

Answer:

Yes

Please identify the current on-site specialty clinics and frequency. 116.

Answer: OB/GYN - 2 times per week

Ortho – 1 time per week

U/S - 1 time per week

Optometry – 1 time per month

Please identify the on-site specialty clinic providers and provide their contact information. 117.

Answer: **Duplicate of Question 53** 

- Pharmacy Statistics. Please provide the following information for the past three years: 118.
  - a. Number of inmates on medication(s)

These documents have been provided for your review. Answer:

b. Number of inmates on psychotropic medication(s)

Answer: These documents have been provided for your review.

c. Number of inmates on HIV/AIDS medication(s)

Answer: These documents have been provided for your review.

d. Number of inmates on Hepatitis medications(s)

Answer: These documents have been provided for your review.

e. Number of inmates with diabetes

Answer: These documents have been provided for your review.

- 119. On-Site Statistics. Please provide the monthly statistics for on-site services for the past three (3) years, including but not limited to the following:
  - a. Intakes

Answer: 2015 – 32,908; 2016 – 29,937; 2017 – 32,589

b. Nursing sick call, midlevel sick call, physician sick call

Answer: Statistics provided on separate document

c. Inmate physicals

Answer: 2015 – 10,628; 2016 – 10,721; 2017 – 9,945

d. Numbers of inmates evaluated by Psychiatry

Answer: 2015 – 3,987; 2016 – 3,596; 2017 – 5,460

Number and volume of chronic care visits by type

Answer: Statistics provided on separate document

f. Number of on-site clinic visits by type (OB/GYN, orthopedics, ophthalmology, cardiology, etc.)

Answer: Statistics provided on separate document

g. Labs

Answer: 2017 – 9,783. Previous years could not be generated

h. X-rays

Answer: 2015 - 1703; 2016 - 1429; 2017 - 1549

i. Telehealth encounters by specialty

Answer: 2015 - 91; 2016 - 71; 2017 - 80

- 120. Off-Site Statistics. Please provide the monthly statistics for off-site services for the past three (3) years, including but not limited to the following:
  - a. Total number of emergency room visits by facility

Answer: These documents have been provided for your review.

b. Number of ER visits that resulted in inpatient admissions

Answer: These documents have been provided for your review.

c. Number of ambulance transfers by facility

Answer: These documents have been provided for your review.

d. All non-ambulance transfers

Answer: These documents have been provided for your review.

e. All 911 transfers

Answer: These documents have been provided for your review.

f. All life flight/helicopter transfers

Answer: 0

g. Number of inpatient admits

Answer: These documents have been provided for your review.

h. Number of inpatient days

Answer: These documents have been provided for your review.

i. Average hospital length of stay

Answer: These documents have been provided for your review.

j. Number of outpatient visits by provider type

Answer: These documents have been provided for your review.

k. Number of one-day surgeries by type

Answer: These documents have been provided for your review.

Number of off-site radiology exams by type (i.e., CT scan, MRI etc.)
 Answer: These documents have been provided for your review.

121. Mental Health Statistics (for the past three years)

a. Number of inmates on psychotropic medications per month

Answer: These documents have been provided for your review.

b. Number of attempted suicides

Answer: 2015-2017 Total 1643

c. Number of completed suicides

Answer: 2015-2017 Total 10

d. Number of mental health grievances

Answer: 2015-3 2016-8 2017-5

e. Number of episodes of seclusions, if any

Answer: N/A

f. Number of episodes of restraint per month, if any

Answer: 2017- 35 2016- 41 2015- 20 (6 months only)

g. Number of episodes of suicide watch per month

Answer: 2015- 110 2016- 994 2017- 539

h. Number of psychiatric hospitalizations

Answer: These documents have been provided for your review.

Number of psychiatric inpatient hospital days

Answer: These documents have been provided for your review.

Total cost of psychiatric inpatient hospitalizations

Answer: These documents have been provided for your review.

k. Is the MP financially responsible for hospitalization in psychiatric facilities?

Answer: Yes

I. Number of psychiatrist visits per month

Answer: Statistics provided on separate document

m. Number of Mental Health Professional visits per month
 Answer: Statistics provided on separate document

- 122. Expenses. Please provide the following information for the past two years.
  - a. Total pharmacy costs

Answer: These documents have been provided for your review.

Total psychotropic medications costs

Answer: These documents have been provided for your review.

Total HIVAIDS medications costs

Answer: These documents have been provided for your review.

d. Total ER visit costs

Answer: These documents have been provided for your review.

e. Total inpatient hospitalization costs

Answer: These documents have been provided for your review.

f. Total off-site specialist visits costs

Answer: These documents have been provided for your review.

#### 123. Methadone

a. Is methadone provided to any patients other than pregnant patients

Answer: Typically, no

b. Is methadone provided on-site or off-site?

Answer: On-Site

c. Who is the local methadone provider?

Answer: Diamond Pharmacy

- 124. Aggregate Financial Capitation
  - a. What is the current aggregate financial capitation for off-site services?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review

b. Have off-site costs been below or exceeded the off-site capitation limits in the past two years?

Answer: These documents have been provided for your review.

c. By how much has the current MP been below or exceeded the off-site cap in each of the past two years?

Answer: These documents have been provided for your review.

d. What is the current aggregate financial capitation for pharmacy?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review

e. Have pharmacy costs been below or exceeded the pharmacy capitation limits in the past two years?

Answer: These documents have been provided for your review.

By how much has the current MP been below or exceeded the pharmacy cap in each of the past two years?

Answer: These documents have been provided for your review.

125. Per our malpractice underwriters, Oklahoma City (along with Tulsa) has historically experienced astronomically high loss runs. Our industry has just a handful of carriers so we are fearful any carriers with past knowledge of loss histories will include huge premiums to any policy which then must be passed on to the taxpayers. Because this is creating a huge risk premium for malpractice coverage, would the County be open to any creative risk sharing scenarios associated with GL/PL coverage? We appreciate your consideration for allowing creative alternatives.

Answer: Creative alternatives that benefit the County may be considered.

126. Please provide the current contract with applicable amendments or addenda.

Answer: Duplicate of Question 27

127. Please provide a breakdown of the annual off-site expenditures since January 2014. Also, please provide a list of patient off-site expenditures (patient names and personal identification information redacted) that exceeded \$10,000.00.

Answer: These documents have been provided for your review.

128. Please provide a breakdown of the annual specialty services expenditures since January 2014.

Answer: These documents have been provided for your review.

129. Please provide a breakdown of the annual pharmacy expenditures since January 2014. Please provide a breakdown of all HIV, Hemophilia, Hepatitis C, or other medications that exceeded \$1,000.00 per month since January 2014.

Answer: These documents have been provided for your review.

130. What accreditation costs has the current vendor incurred over the past 4 years? Please break down by ACA, NCCHC and by year.

Answer: NCCHC- 2015 (\$4,900) 2016- (\$5,243)

- 131. Requirement "H. Damages" on page 4, "G" on page 9, "P" on page 10, "e" on page 14, "13" on page 18, "3" on page 21, and "3" on page 25 of the RFP identify several proposed liquidated damages for the next contract.
  - Are these the same liquidated damages being assessed with the current vendor? If not, please disclose the differences.

Answer: Irrelevant to the award of the contract

b. Please disclose the total liquidated damages assessed on the current vendor over the past 3 years.

Answer: Irrelevant to the award of the contract

c. Please disclose if any liquidated damages that could have been assessed were waived instead of being assessed. If so, please provide the reason why.

Answer: Irrelevant to the award of the contract

132. Please verify the current JMS is Justice Solutions (A.1. on page 21 of the RFP) and a complete interface is functioning.

Answer: Current JMS is as stated in RFP. Can't answer interface question for unknown Vendor EMR software.

133. Please provide the monthly health services reports from January 2015 through current day.

Answer: Statistics provided on separate document

134. Please provide any staffing reconciliation (vacancy) reports from January 2015 through current day.

Answer: These documents have been provided for your review.

135. Please disclose any professional positions (HSA, DON, Medical Director, Psychiatrist, ARNP, Psych ARNP, MH Administrator, etc.) that have been vacant at any time since January 2015 and the duration of these vacancies.

Answer: These documents have been provided for your review.

136. Please disclose how many times the HSA, DON, Medical Director, Psychiatrist, Mental Health Administrator, and ARNP/PA positions have turned over since January 2015.

Answer: Irrelevant to the award of the contract

137. Requirement "d)" on page 14 of the RFP requires an RPR Syphilis blood test on all inmate health assessments. Is the current contracted provider performing these tests on every health assessment performed? If so, please provide the number of tests performed each month since January 2015 along with the number of positive results.

Answer: Offered to every patient and if indicated

138. Requirement "8.b)" on page 15 of the RFP requires "grand rounds" to be performed on all segregated populations (including administrative and disciplinary segregation). Please disclose a list of all units in which these rounds occur, the average number of inmates encountered during grand rounds each week, and what all health positions participate in these rounds.

Answer: Dr Childs calls it welfare rounds on all of the single cell mho pts on 10D on Tuesday mornings and 13C and 13A on Wednesday mornings. A security officer, the medical director, mental health

on the welfare rounds, Dr Kahn joins us on Friday.

139. Requirement 7.g) on page 26 of the RFP requires a "sign-in and sign-out" procedure set forth by OCDC. Please expand on the current monitoring procedure established with the existing health vendor. Also, please provide additional requirements OCDC is pursuing with the next contract.

Answer: The requirements are stated in the RFP

140. Requirement 7.h) on page 26 of the RFP requires standardized uniforms for health personnel. Please provide details of this uniform and whether these are these provided by OCDC, the current vendor, or the individual employee.

## Answer: Standard Scrubs in basic colors. OCDC does not provide

141. Please provide the names and/or titles of the members of the proposal review committee.

Answer: Unknown at this time

142. Please provide a list of the current off-site specialty care providers (orthopedic, ophthalmologist, dialysis, general surgeons, etc.)

Answer: See Question 86

143. Requirement 14. on page 6 of the RFP makes reference to a BID SECURITY. However, it does not give details of the amount. Is this a requirement that the County has waived with this RFP?

Answer: N/A

#### OKLAHOMA COUNTY CENTRAL PURCHASING



## INVITATION TO BID/ REQUEST FOR PROPOSAL

Solicitation Number: 11804018 Comprehensive Inmate Healthcare Services for the Oklahoma County Detention Center

Solicitation Type:

RFP ■ ITB □ Multi –Step □

Issue Date: January 29, 2018

Bid Due Date/Time: March 14th, 2018 @ 9 a.m. CST

Email Address: fjunod@turnkeyhealthclinics.com

RETURN BIDS TO:
Oklahoma County
Central Purchasing
320 Robert S. Kerr, Suite 117
Oklahoma City, Oklahoma 73102

(See Submission Procedures Section 2.1.4 of the Purchasing and Bid Regulations Section)

Purchasing Officer/Agent: Jane Gaston, CPPO

Phone Number: 405-713-1490 Email: jgaston@oklahomacounty.org

Bidder's FEI/SSN: 47-0993028 SHIP TO ADDRESS/PLACE OF PERFORMANCE

Company: Turn Key Health Clinics, LLC MANDATORY PRE-PROPOSAL CONFERENCE AND

Address: 19 NE 50th St MANDATORY WALK-THROUGH

Oklahoma City, OK 73105
Oklahoma County Detention Center 201 North Shartel Avenue

Contact Name: Flint Junod, CEO Oklahoma City, OK 73102-2227

Phone Number: (405) 537-7954 Fax No. (405) 563-9121 February 13th, 2018 at 1:00PM CDT

THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED

AFFIDAVIT: I, the undersigned of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any County Official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any County Official concerning exchange of money or thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of Oklahoma County (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

No person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, corruption, or sales to the State or to any of its political subdivisions may make sale of real or personal property to Oklahoma County.

Affiant further states that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Oklahoma County. False execution of this affidavit shall constitute perjury and is punishable as provided by law.

Bidder's Name (Type or Print): Turn Key Health Clinics, LLC c/o Fli	nt Junod, CEO	CAL STATE OF THE
Bidder's Signature: 7071	Date: 3/12/18	# 07009672 ØXP. 10/16/19
Subscribed and sworn before me this 12 day of Mach	_, 20 18	THE OBLICATION
My Commission Expires 10/16/19	Kathe Calta	20
	NOTARY PUBLIC (CLERK)	

Contractor.

#### AFFIDAVIT FOR CONTRACTS AND PAYMENTS

STATE OF OKLAHOMA	)			
	) SS			
COUNTY OF OKLAHOMA	)			
The Undersigned (Architect, Contractor, S	upplier or Enginee	, of lawful age, being first duly sy	worn, on oath states	s that this contract
is true and correct, and that the Affiant is the		(title) for Turn Key Heal		(name of
contractor) and that the affiant is authorize	ed by the Contracto	to sign this Affidavit and thoroby	hind both the Aff	

Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

That the Affiant understands and agrees that the Affiant, by signing this Affidavit under oath, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County [(the "Board")] on 10-4-99, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such resolution: (a) contracts entered into by the Board with publicly held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

By Printed Name of Afriant: Flint Junod, CEO
Individually and on behalf of the Contractor

Attested to before me this 12 day of Mach, 2018

Note: 62 OKL.ST.ANN. §§ 310.9 (A & B), require counties executing contracts with an Architect, Contractor, Engineer or Supplier of Materials of Twenty Five Thousand Dollars (\$25,000.00) or more to complete the statement required by Section 3109 of Title 74.

# Amendment of Solicitation/Modification of Contract

Manual Ma	Solicitation No. 11804018 - Comprehensive Inmate ention Center
The hour and date specified for receipt of offers	□ is extended to:
signing and returning a copy of this amendment, (2)	hour and date specified in the solicitation as amended by (1) or by acknowledging receipt of this amendment on the offer received at the place designated for receipt of offers prior to
☐ Modification No of Co	ontract
	<ul> <li>□ Administrative Change (Vendor signature not required)</li> <li>☑ Supplemental Agreement (Vendor signature required)</li> </ul>
Issued by: Oklahoma County Purchasing Department 320 Robert S. Kerr, Suite 117 Oklahoma City, OK 73102	7
Date of Issuance: March 5, 2018	
	nses to questions received before the bid question deadline.
This amendment must be signed and returned with	your proposal.
Vendor Name / Address:  Turn Key Health Clinics, LLC 19 NE 50th Street Oklahoma City, OK 73105	Oklahoma County Central Purchasing 320 Robert S. Kerr, Suite 117 Oklahoma City, OK 73102
Printed Name/Fitle of Signer Flint Junod, CEO Signature/Date 3/12/18	Name of Purchasing Officer or Agent Amanda Madison, CPPB, CPO Signature/Date

## RFP 11804018 Questions:

1. Are you currently NCCHC and ACA accredited?

Answer: Yes

Where is the pharmacy located?

Answer: Enter through the nurse's station on the 13th floor.

3. Who is the current pharmacy provider?

Answer: Diamond

4. Is your cost just operational?

Answer: Question is ambiguous.

5. How many isolation cells do you currently have?

Answer: 100 Restrictive Housing. 0 Negative air flow

Can we get a copy of your current staffing matrix?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

7. IT support...Does the vendor have to install their own network or will the vendor be able to use the County's network?

Answer: Vendor will need to install their own

8. Can we have a list of the current vendor's equipment that they will be taking if a new provider is selected?
Answer: This subject is covered in Section 7.3 of the current Healthcare Services contract.

9. How many med passes does HSA do per day? How many times do the nurses go up?

Answer: 2

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

11. Can we follow up in writing with more questions?

Answer: This question was asked during the Pre-Bid conference, and is included for completeness.

12. How long is the medical unit staffed?

10. Current contract available to us?

Answer: 24/7

13. On sick call request. Is that done electronically or is that done on paper?

Answer: Currently both, transitioning to all electronically

14. As they bring them in through intake do they use both RN's and LPN's?

Answer: Yes

15. Is DOJ scheduled for a visit?

Answer: No date has been set.

16. What is your most frequently used hospitals that you send patients to?

Answer: St Anthony's

17. What is the average number of patients on dialysis?

Answer: 3

18. Who is the provider you use for dialysis?

Answer: Davita & Fresenius

19. Do you have a dental suite and do you expect one?

Answer: Yes, we have one, and we expect a Dentist on staff

20. What are the hours for the medical staff?

Answer: 24/7

21. What are the hours for medical staff currently?

Answer: Duplicate of Question 20

22. What is the approximate cost of the current medical contract?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

23. What is the start date of the new contract?

Answer: Undetermined at this time.

24. Who currently provides lab services?

Answer: Integrated Regional Lab

25. Is the County enrolled in the exchange? As far as pre-existing?

Answer: N/A in Oklahoma.

26. What is the Oklahoma County Detention Center's (OCDC) targeted award date for the contract?

Answer: Undetermined at this time.

27. Please provide a copy of the current OCDC Medical Provider (MP) contract, including any exhibits, attachments, and amendments.

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

28. Please provide the names and participation levels (dollars spent) of all small/minority/ woman/veteran owned subcontractors used under the current contract.

Answer: Unknown

29. Please provide (by year) the amounts of any staffing paybacks/credits the County has assessed against the incumbent MP over the term of the current contract.

Answer: These documents have been provided for your review.

30. Please provide (by year) the amounts and reasons for any non-staffing penalties/ liquidated damages the County has assessed against the incumbent MP over the term of the current contract.

Answer: These documents have been provided for your review.

31. Are any of the OCDC facilities currently subject to any court orders or legal directives? If "yes," please provide copies of the order/directive.

Answer: No

- 32. With regard to lawsuits (frivolous or otherwise) pertaining to inmate health care:
  - a. How many have been filed against the County and/or the incumbent MP in the last three years?
     Answer: 13
  - b. How many have been settled in that timeframe?

Answer: 2

- 33. Please provide the following data regarding the size of the inmate population.
  - Three years' worth of facility-specific historical data Answer: Avg Daily Population-CY 2015 (2,491) CY 2016 (2,409) CY 2017 (2,222)

Five-year population projections
 Answer: Unknown

34. Please provide two years' worth of historical data on the number of OCDC intakes.

Answer: CY 2016 (49,176) CY 2017 (43,579)

35. Is the County aware of any upcoming legislation or government policy that could result in a drop in its inmate population (e.g., compassionate release, population reduction measures)?
Answer: No

If yes, please describe and provide a timeframe for the legislation/policy implementation.

Answer: N/A

36. Does the County have any plans to change the mission, size, or scope of any of its facilities within the term of the contract? If so, please provide details (including timeframe) on the planned change.

Answer: No

37. For each OCDC facility, please provide the minimum health service staffing required by the current contract (by shift and day of the week).

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.

- 38. Please also provide the actual staffing your current MP is providing at each facility, for instance, any positions and/or hours being worked over and above what is required by the contract.
  Answer: These documents have been provided for your review.
- For each OCDC facility, please provide a listing of any current health service vacancies, by position.
   Answer: 2 FTE LSW, 1 FTE Charge RN, 2 FTE LPN
- 40. With regard to background investigations, who is financially responsible for paying for this service: the County or the MP?

Answer: This is covered in Section VII.A.1.d of RFP 11804018.

41. With regard to drug testing for potential employees, does the County have any requirements on the testing methodology (saliva testing, urinalysis, etc.)?

Answer: No

42. Will the County allow "grandfathered" credentialing for incumbent staff already employed by (or contracted with) the current MP?

Answer: This is covered in Section VII.A.1.a of RFP 11804018.

- 43. Please provide the salaries/wages your incumbent MP is paying to its staff at the OCDC facilities.
  - a. How old is this data?
     Answer: These documents have been provided for your review.
  - Where did this data come from (e.g., State/County records, data from the incumbent MP)?
     Answer: Monthly staffing reports included with monthly service invoices.
- 44. Please confirm that the time MP staff members spend in orientation, in-service training, and continuing education classes will count toward the hours required by the contract.

Answer: Negotiable

- 45. Please confirm that overtime and agency hours will count toward the hours required by the contract. Answer: Negotiable
- 46. Please confirm that paid-time-off hours will count toward the hours required by the contract. Answer: Negotiable
- 47. Please provide an inventory of office equipment (e.g., PCs, printers, fax machines, copiers) currently in use at the OCDC facilities and identify items that will be available for use by the new MP. Answer: Equipment inventory provided as separate document.

- 48. Please provide an inventory of medical equipment (e.g., blood pressure cuffs, ultrasound, x-ray machines) currently in use at the OCDC facilities and identify items that will be available for use by the new MP. Answer: Equipment inventory provided as separate document.
- 49. How do personnel currently access the Internet while in the health care unit:
  - (a) through a County network or (b) through connectivity provided by the incumbent MP? Answer: B
  - (b) Who will be financially responsible for Internet access in the new contract? Answer: Vendor
- 50. How do inmates currently receive x-ray services: (a) onsite, with permanent County-owned equipment; (b) onsite, but through a mobile radiology vendor (PLEASE IDENTIFY VENDOR); or (c) offsite? Answer: B: Mobile X-Ray
- 51. How do inmates currently receive vision services: (a) onsite, with permanent County-owned equipment: (b) onsite, but through a mobile optometry vendor (PLEASE IDENTIFY VENDOR); or (c) offsite? Answer: C
- 52. Does current Oklahoma law mandate any special rates (Medicaid, Medicare, Workers Compensation, or other discounted rates) for the offsite treatment of OCDC inmates? If "yes," please provide a copy of this law.

Answer: Copies of Title 19 Sec 746, Title 36 Sec 6060.4a, and Title 21 Sec 533 are provided.

53. For each OCDC facility, please (a) identify any specialty clinics currently conducted onsite; and (b) indicate how many hours per week each clinic is held.

Answer: OB/GYN - 2 times per week

Ortho - 1 time per week

U/S - 1 time per week

Optometry - 1 time per month

54. Please identify the number, type, and timeframes of any backlogs (chronic care clinics, offsite referrals, dental encounters, etc.) that currently exist at the OCDC facilities.

Answer: None

- 55. We observed that there are six (6) special medical housing, observation beds, and medical unit during the site tours, but could you please provide the following more specific information.
  - a. Average occupancy/fill rate for the unit Answer: 100%
  - b. Staffing schedule for the unit's clinical personnel Answer: 24/7
  - c. Are patients in the unit always within sight or hearing of a qualified health care professional? Answer: Yes
- 56. We also observed that the OCDC facilities have mental health/suicide prevention and mental health cells. Answer: This is not a question.
- 57. Please provide the number of beds assigned to mental health patients, and the mission and size of each unit.

Answer: 125 Mental Health Observation Cells, 10D Pod

58. During the tours, we counted nine (9) medication carts. Is that the accurate number of medication carts owned by the County, and will they be available for use by the incoming MP? Answer: Ten (10). No, they are the property of Diamond

59. Does the OCDC currently maintain a Keep-On-Person (KOP) program?

Answer: Only Nitro and some inhalers. State Jail Standards prohibit anything else.

60. Please provide the following information about medication administration.

a. Who administers medications (RNs, LPNs, medical assistants)?
 Answer: Medical Assistants

b. Where does medication distribution take place, i.e., do medication carts go to the housing units or do inmates come to the medical units?

Answer: Housing Units

c. How long does it take to perform the average medication pass?
 Answer: Approximately 30-45 minutes per pod.

- Please provide copies of the following documents.
  - The drug formulary currently in use
     Answer: Provided as a separate document
  - The laboratory formulary currently in use
     Answer: Current provider's lab formulary is considered proprietary.
  - A current pharmacy/formulary management report
     Answer: These documents have been provided for your review.
- 62. On average, what percentage of OCDC inmates are prescribed psychotropic drugs each month?

  Answer: These documents have been provided for your review.
- 63. What is the average monthly number of inmates receiving pharmaceutical treatment for the following conditions?
  - a. Hepatitis C
     Answer: These documents have been provided for your review.
  - b. HIV/AIDS
     Answer: These documents have been provided for your review.
  - c. Hemophilia and other bleeding disorders
     Answer: These documents have been provided for your review.
- 64. Please provide monthly statistical data for each of the following categories.
  - a. Number of (offsite) inpatient hospital days
     Answer: These documents have been provided for your review.
  - b. Number of outpatient surgeries
     Answer: These documents have been provided for your review.
  - Number of outpatient referrals
     Answer: These documents have been provided for your review.
  - d. Number of trips to the emergency department (ED)
     Answer: These documents have been provided for your review.
  - e. Number of ED referrals resulting in hospitalization
     Answer: These documents have been provided for your review.
  - f. Number of ambulance transports
     Answer: These documents have been provided for your review.
  - g. Number of dialysis treatments
     Answer: These documents have been provided for your review.
- 65. Please provide annual spend amounts for the past three years for the following categories.
  - Total offsite care
     Answer: These documents have been provided for your review.

b. Total pharmaceutical expenditures

Answer: These documents have been provided for your review.

c. Laboratory services

Answer: These documents have been provided for your review.

d. X-ray services

Answer: These documents have been provided for your review.

- 66. Under the new contract, who will be financially responsible for these items: the County or the MP?
  - a. Inpatient hospitalization

Answer: MP

b. Outpatient surgeries

Answer: MP

c. Other outpatient referrals

Answer: MP

d. ER visits

Answer: MP

e. Ambulance transports

Answer: MP

f. Offsite dialysis

Answer: MP

g. Offsite diagnostics (lab/x-ray)

Answer: MP

h. Pharmaceuticals

Answer: MP

- 67. Please confirm that under the new contract, the MP will not be financially responsible for any of the following services.
  - a. Neonatal or newborn care after actual delivery

Answer: No.

Elective or mandated abortion

Answer: No

Cosmetic surgery, including breast reduction

Answer: No

d. Sex change surgery (including treatment or related cosmetic procedures)

Answer: No

e. Contraceptive care including elective vasectomy (or reversal of such) and tubal ligation (or reversal of such)

Answer: MP shall be responsible for all medically necessary treatments, medications, and procedures

f. Extraordinary and/or experimental care

Answer: No

g. Elective care (care which if not provided would not, in the opinion of the Medical Director, cause the inmate's health to deteriorate or cause definite and/or irreparable harm to the inmate's physical status)

Answer: No

h. Autopsies

Answer: No

- Any organ (or other) transplant or related costs, including, but not limited to labs, testing, pharmaceuticals, pre- or post-op follow-up care, or ongoing care related to a transplant, etc.
   Answer: MP shall be responsible for all medically necessary treatments, medications, and procedures
- Medications for the treatment of bleeding disorders, including, but not limited to Factor VIII and IX.
   Answer: MP shall be responsible for all medically necessary treatments, medications, and procedures
- 68. Please confirm that the following costs will be included under any cap on offsite care.

a. Inpatient hospitalization

Answer: Dependent upon how Vendor chooses to bid

b. Outpatient surgeries

Answer: Dependent upon how Vendor chooses to bid

c. Other outpatient referrals

Answer: Dependent upon how Vendor chooses to bid

d. ER visits

Answer: Dependent upon how Vendor chooses to bid

e. Ambulance transportation

Answer: Dependent upon how Vendor chooses to bid

f. Offsite dialysis

Answer: Dependent upon how Vendor chooses to bid

g. Offsite diagnostics (lab/x-ray)

Answer: Dependent upon how Vendor chooses to bid

- 69. With regard to the cap on offsite care and pharmaceuticals:
  - a. Please identify the cap amount for which the County wishes bidders to submit pricing.
     Answer: This will be negotiated upon award.
  - b. Please identify the amount of any offsite care or pharmacy cap in the current contract. Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review.
  - c. For each of the past three (3) years, please indicate by how much (if at all) total OCDC offsite are and pharmaceuticals expenses have exceeded the contracted cap amount. Answer: These documents have been provided for your review.
- 70. Please identify the relative weight the County will assign to each scoring component listed in the RFP.

  Answer: N/A
- 71. Please provide the formula (or other methodology) the County will use to evaluate, rank, and assign scoring points to bidders' submitted prices.

Answer: N/A

72. RFP §IX.B.5 (Page 29) requires bidders to provide resumes for the bidder's proposed medical staff. This gives the incumbent MP a distinct and unfair advantage. Other bidders will not hire specific individuals for the OCDC project prior to being awarded the business. Therefore, in the interest of maintaining a fair and equitable solicitation process and providing a level playing field for all bidders, will the County accept job descriptions in lieu of actual names and resumes?

Answer: Job descriptions will be accepted only if accompanied by corresponding salaries and benefits for each position

73. Please indicate the type and amount of performance guaranty provided by the County's incumbent MP under the current contract.

Answer: See question 143

74. Is the County willing to consider alternatives—such as holding a portion of the successful MP's payment or establishing a reserve fund—to the performance bond described in the RFP? Unlike other common forms of guaranty, the expense associated with implementing a performance bond will add unnecessary dollars to the contract price.

Answer: No

75. We have noticed that in many cases, different components of a solicitation contain conflicting language and specifications. Please confirm the latest dated document always holds precedence, so bidders know which information to use in case of conflicting data sets among the County solicitation materials (original RFP, addenda, responses to questions).

Answer: A copy of the current Healthcare Services contract and all extensions are provided for

your review

76. Does the County require bidders to submit their Technical and Pricing proposals in separately sealed envelopes?

Answer: No

77. Please provide clarification regarding OCDC's requirement for full-time Psychiatrist(s). Page 6, II.D states, "Full-time Psychiatrist designated to supervise the appropriateness and adequacy of inmate mental health services," which appears to conflict with page 14, IV.A.6.b, which states, "The mental healthcare program shall include two (2) singularly designated Psychiatrists that are licensed to practice in Oklahoma."

Answer: Page 6 (Chief) of Psychiatry to oversee the mental health services. Page 14 DOJ recommended two psychiatrist, the second would be a staff psychiatrist

- 78. Page 6, Item 14, Bid Security Please verify that a Bid Security deposit is not required.

  Answer:
- 79. Is Intake staffed with a nurse 24x7?

Answer: Yes

80. Please provide the current medical provider's contract.

Answer: Duplicate of Question 10.

81. Please provide the medical provider's current staffing matrix by position and staff name.

Answer: Duplicate of Question 6

82. Please provide current staff salaries and information on employee benefits.

Answer: Rates provided, benefits unknown.

83. Is the Detention Center currently operating under a Consent Decree? If so, please provide the Consent Decree. If not, please provide the MOU, Settlement Agreement or Motion to Dismiss.

Answer: No, MOU provided as a separate document

84. Approximately when does the Detention Center expect a visit from the Department of Justice (DOJ)?

Answer: No date has been set

85. Who is the off-site Dialysis vendor?

Answer: Duplicate of Question 18

86. Please provide a list of all off-site providers that the current medical providers uses.

Answer: Orthopedics – Bone and Joint Hospital

Ophthalmology - Dean McGee Eye Institute

Dialysis - Davita, Fresenius

OUMC DOC Clinics - Trauma, Ortho, Plastics

Oncology - St. Anthony, OUMC, Integris SW Medical

OB/GYN - Perinatal Center at Mercy Hospital

St. Anthony Breast Center Midtown Women's Clinic Joyful Beginnings Clinic

## Oral Surgery - Oral and Maxillofacial Associates

87. Who is the current pharmacy provider?

Answer: Duplicate of Question 3

88. Please provide the total pharmacy cost for 2016 and 2017 calendar years.

Answer: These documents have been provided for your review.

89. When was the last accreditation visit by NCCHC and ACA?

Answer: NCCHC re accreditation August 2016; ACA re accreditation January 2016

90. Please provide the number of deaths in 2016 and 2017.

Answer: 2016-15 2017-12

91. Please provide the number of deaths due to suicide in 2016 and 2017.

Answer: 2016-6 2017-3

- 92. Section III. LEVEL OF SERVICE, item I on pages 9 states, "Appropriately trained healthcare personnel shall administer medications and the administration of each dose shall be documented electronically in a Medication Manager System (i.e. Guardian® Medication Manager) with all records to be retained as the property of the OCDC upon expiration or termination of this contract."
  - a. Is Guardian Medication Manager just an example of a system?
  - b. Or, is Guardian Medication Manager a system that the Oklahoma County Detention Center (OCDC) has reviewed and that the OCDC has an interest in specifically using?
  - c. Is the Guardian system currently in production and used by jail staff for electronic medication pass or any other functionality?

Answer: i.e. should have read e.g, so it is an example of a system required in the RFP.

- 93. Section II. THE CONTRACTED MP SHALL PROVIDE, item A on page 6 states, "Comprehensive inmate healthcare services that are legally defendable, constitutional, and that meet Oklahoma Jail Standards...in addition to all Federal, State and local laws, ordinances, rules and regulations." With nearly every correctional facility nationwide having some degree of emergency, interim, or first-dose starter stock on hand, often overlooked is that a sub-contracted pharmacy provider cannot dispense more than 5% of their overall company-wide sales as stock without being registered as a wholesaler in Oklahoma or using the services of a wholesaler in Oklahoma to sell and/or distribute wholesale quantities (greater than 5%) of stock medications. As bidders' compliance with federal and state regulations is required, compliance cannot be fully assured unless written documentation is provided to your evaluation committee at the time of proposal submittal.
  - a. Will you require bidders to submit a copy of the Oklahoma wholesale distributor license for the wholesaler that the bidder will subcontract with for stock distribution?

Answer: Expectations of the agency are set forth in the RFP.

Will a bidder's failure to provide proof of compliance with federal regulations at the time of proposal submittal, specifically this requirement, deem that bidder as non-responsive and therefore ineligible for an award?

Answer: Expectations of the agency are set forth in the RFP.

b. If not, what process will the OCDC follow prior to awarding a contract to ensure compliance with federal and state laws regarding stock distribution so that a contract is not awarded to a vendor that is later discovered to be unable to comply?

Answer: N/A

94. Section II. THE CONTRACTED MP SHALL PROVIDE, item A on page 6 states, "Comprehensive inmate healthcare services that are legally defendable, constitutional, and that meet Oklahoma Jail Standards...in addition to all Federal, State and local laws, ordinances, rules and regulations." If you currently receive

stock in blister cards, our understanding is that a pharmacy or a wholesaler cannot simply put those medications in a card and label them as stock and still be in full regulatory compliance. Our understanding of federal regulations is that a company must be an FDA-registered repackager or use the services of an FDA-registered repackager to legally repackage stock medications into blister cards or into any other packaging that results in a change to the original manufacturer's packaging if those repackaged cards are being sold to your facility. Although bidders' compliance with federal and state regulations is anticipated and should be expected, compliance cannot be fully assured unless written documentation is provided to your evaluation committee at the time of proposal submittal.

- a. Will you mandate that bidders comply with federal regulations and subcontract with a vendor that uses an FDA-registered repackager if stock is sold to your facility in packaging (such as blister cards) that is different than the original manufacturer's packaging?
  Answer: Expectations of the agency are set forth in the RFP.
- b. Will you require bidders, at the time of proposal submittal, to profide evidence such as the FDA Drug Establishment Registration Facility Establishment Identifier of the registered repackager they are utilizing for these services as proof of FDA registration?
  Answer: The bid specifications are contained in the RFP.
- c. Will a bidder's failure to provide, at the time of proposal submittal, written documentation to prove that they comply with FDA repackaging regulations regarding the selling of stock medications deem that bidder non-compliant and therefore ineligible to receive an award? Answer: We decline to advise a vendor how to bid
- d. If not, what process will you follow prior to awarding a contract to ensure bidders' compliance with federal and state laws regarding stock repackaging so a contract is not awarded to a bidder that is later discovered unable to comply? Answer: N/A
- 95. Statistical Information (Item I.B; p.2) Since the proposal is to be based on an ADP of 1800, is it the anticipation of the County that the population will continue to decline.

Answer: Unknown

96. How many DOC offenders are included in the current population?

Answer: Averages 130

97. Is the OCDC currently under a DOJ decree? If so, please provide details.

Answer: No, see Question 83

98. Please provide the amount of liquidated damages assessed the incumbent Medical Provider (MP) for each of the last two years by type of penalty (i.e., staffing, etc.).

Answer: Duplicate of Questions 29 & 30

- 99. Special Conditions for Off-site Medical Service Expenses.. (Item V.C.1; p. 20). In accordance with 19 O.S. § 746. please identify the financial impact of this to the incumbent provider over the past three (3) years. Answer: These documents have been provided for your review.
- 100. Please provide a list of medical equipment that will be available to the new (MP) with the model, age, and condition of each piece of equipment.

Answer: Equipment list provided as a separate document

101. Please provide a list of office equipment that will be available to the new MP with the model, age, and condition of each piece of equipment.

Answer: Equipment list provided as a separate document

102. Please provide the current staffing plan by position, credential, and shift.

Answer: Duplicate of Question 37

103. Please provide current salaries for each of the current positions.

Answer: Duplicate of Question 43

- 104. Please identify the level of provider (i.e., RN, LPN, Mid-level, etc.) who conducts the following:
  - a. Intake

Answer: RN, LPN, CMA

b. Sick call

Answer: LPN primarily & RN as needed

c. 7 day/14 day H&Ps

Answer: RN

d. Med pass

Answer: CMA

- 105. Services to Staff. (Item III.Q.2/3; p. 11). Please provide the volume of vaccinations for the following over the past two years:
  - a. Hepatitis B

Answer: 2016-0 2017-0

b. Annual flu

Answer: 2016-0 2017-120

- Who is financially responsible for the cost of the vaccination serums the County or the MP?
   Answer: County shall provide influenza serum only
- 106. Are there currently any unfilled positions?

Answer: See Question 39

- a. If so, please identify the position and length of time vacant.
   Answer: (2) LCSW- Vacant since Jan 2018 (1) Psych ARNP- Ongoing since May 2015.
   Currently staff with (1) Psych ARNP.
- 107. Staffing Penalties and Credits. (Item VII.A.8; p. 27). Please provide the current payback hourly rates.

Answer: These documents have been provided for your review.

108. Credit to the County. (Item III.G; p. 9). Please clarify. Is the penalty assessed only if the position is vacant for 30 days, or is the penalty assessed if the position is backfilled?

Answer: This is clearly defined in VII.A.8.a of RFP 11804018

- 109. Item II.D (p.6) states that a full-time Psychiatrist is required. Item IV.A.6.b (p.14) states that the program shall include two (2) singularly designated Psychiatrists. Please clarify these statements as follows:
  - a. What is the total number of Psychiatrist hours required?

Answer: See Question 77

b. In addition to one FTE Psychiatrist (II.D), can additional psychiatric hours be provided by a Psychiatric Mid-level Provider? Answer: See Question 77

Item IV.A.6(d); p. 14. Are all patients required to have an initial mental health screening (7 days for 110. juvenile inmates / 14 days for adult inmates), or only those identified as requiring one?

Answer: All intakes are provided a mental health screening at booking

Are any mental health services provided by any other group (i.e., community-based services) that than those provided by the current MP? If so, please identify agency and services provided.

Answer:

No

Will the County accept job descriptions for key positions in lieu of resumes, as we will not have the 112. opportunity to interview current staff for suitability of employment with our company?

Answer:

Duplicate of Question 72

Item I.E; p. 3. Will the County accept the confidential settlement and contract information of our 113. proposed subcontractors following award of the contract?

Answer:

No

114. Is telemedicine currently utilized?

Answer:

Yes

 a. If so, please identify the services and frequency. Answer: HIV Clinic (2 hours, 1x/week)

115. Does the OCDC currently have wireless capability?

Answer:

Yes

Please identify the current on-site specialty clinics and frequency. 116.

Answer: OB/GYN - 2 times per week

Ortho – 1 time per week

U/S - 1 time per week

Optometry – 1 time per month

Please identify the on-site specialty clinic providers and provide their contact information. 117.

Answer: **Duplicate of Question 53** 

- Pharmacy Statistics. Please provide the following information for the past three years: 118.
  - a. Number of inmates on medication(s)

These documents have been provided for your review. Answer:

b. Number of inmates on psychotropic medication(s)

Answer: These documents have been provided for your review.

c. Number of inmates on HIV/AIDS medication(s)

Answer: These documents have been provided for your review.

d. Number of inmates on Hepatitis medications(s)

Answer: These documents have been provided for your review.

e. Number of inmates with diabetes

Answer: These documents have been provided for your review.

- 119. On-Site Statistics. Please provide the monthly statistics for on-site services for the past three (3) years, including but not limited to the following:
  - a. Intakes

Answer: 2015 – 32,908; 2016 – 29,937; 2017 – 32,589

b. Nursing sick call, midlevel sick call, physician sick call

Answer: Statistics provided on separate document

c. Inmate physicals

Answer: 2015 – 10,628; 2016 – 10,721; 2017 – 9,945

d. Numbers of inmates evaluated by Psychiatry

Answer: 2015 – 3,987; 2016 – 3,596; 2017 – 5,460

e. Number and volume of chronic care visits by type

Answer: Statistics provided on separate document

f. Number of on-site clinic visits by type (OB/GYN, orthopedics, ophthalmology, cardiology, etc.)

Answer: Statistics provided on separate document

g. Labs

Answer: 2017 – 9,783. Previous years could not be generated

h. X-rays

Answer: 2015 - 1703; 2016 - 1429; 2017 - 1549

i. Telehealth encounters by specialty

Answer: 2015 - 91; 2016 - 71; 2017 - 80

- 120. Off-Site Statistics. Please provide the monthly statistics for off-site services for the past three (3) years, including but not limited to the following:
  - a. Total number of emergency room visits by facility

Answer: These documents have been provided for your review.

b. Number of ER visits that resulted in inpatient admissions

Answer: These documents have been provided for your review.

c. Number of ambulance transfers by facility

Answer: These documents have been provided for your review.

d. All non-ambulance transfers

Answer: These documents have been provided for your review.

e. All 911 transfers

Answer: These documents have been provided for your review.

f. All life flight/helicopter transfers

Answer: 0

g. Number of inpatient admits

Answer: These documents have been provided for your review.

h. Number of inpatient days

Answer: These documents have been provided for your review.

i. Average hospital length of stay

Answer: These documents have been provided for your review.

j. Number of outpatient visits by provider type

Answer: These documents have been provided for your review.

k. Number of one-day surgeries by type

Answer: These documents have been provided for your review.

Number of off-site radiology exams by type (i.e., CT scan, MRI etc.)
 Answer: These documents have been provided for your review.

121. Mental Health Statistics (for the past three years)

a. Number of inmates on psychotropic medications per month

Answer: These documents have been provided for your review.

b. Number of attempted suicides

Answer: 2015-2017 Total 1643

c. Number of completed suicides

Answer: 2015-2017 Total 10

d. Number of mental health grievances

Answer: 2015-3 2016-8 2017-5

e. Number of episodes of seclusions, if any

Answer: N/A

f. Number of episodes of restraint per month, if any

Answer: 2017- 35 2016- 41 2015- 20 (6 months only)

g. Number of episodes of suicide watch per month

Answer: 2015- 110 2016- 994 2017- 539

h. Number of psychiatric hospitalizations

Answer: These documents have been provided for your review.

Number of psychiatric inpatient hospital days

Answer: These documents have been provided for your review.

Total cost of psychiatric inpatient hospitalizations

Answer: These documents have been provided for your review.

k. Is the MP financially responsible for hospitalization in psychiatric facilities?

Answer: Yes

I. Number of psychiatrist visits per month

Answer: Statistics provided on separate document

m. Number of Mental Health Professional visits per month

Answer: Statistics provided on separate document

Expenses. Please provide the following information for the past two years.

a. Total pharmacy costs

Answer: These documents have been provided for your review.

b. Total psychotropic medications costs

Answer: These documents have been provided for your review.

c. Total HIVAIDS medications costs

Answer: These documents have been provided for your review.

d. Total ER visit costs

Answer: These documents have been provided for your review.

e. Total inpatient hospitalization costs

Answer: These documents have been provided for your review.

f. Total off-site specialist visits costs

Answer: These documents have been provided for your review.

#### 123. Methadone

a. Is methadone provided to any patients other than pregnant patients

Answer: Typically, no

b. Is methadone provided on-site or off-site?

Answer: On-Site

c. Who is the local methadone provider?

Answer: Diamond Pharmacy

#### 124. Aggregate Financial Capitation

a. What is the current aggregate financial capitation for off-site services?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review

b. Have off-site costs been below or exceeded the off-site capitation limits in the past two years?

Answer: These documents have been provided for your review.

c. By how much has the current MP been below or exceeded the off-site cap in each of the past two years?

Answer: These documents have been provided for your review.

d. What is the current aggregate financial capitation for pharmacy?

Answer: A copy of the current Healthcare Services contract and all extensions are provided for your review

e. Have pharmacy costs been below or exceeded the pharmacy capitation limits in the past two years?

Answer: These documents have been provided for your review.

By how much has the current MP been below or exceeded the pharmacy cap in each of the past two years?

Answer: These documents have been provided for your review.

125. Per our malpractice underwriters, Oklahoma City (along with Tulsa) has historically experienced astronomically high loss runs. Our industry has just a handful of carriers so we are fearful any carriers with past knowledge of loss histories will include huge premiums to any policy which then must be passed on to the taxpayers. Because this is creating a huge risk premium for malpractice coverage, would the County be open to any creative risk sharing scenarios associated with GL/PL coverage? We appreciate your consideration for allowing creative alternatives.

Answer: Creative alternatives that benefit the County may be considered.

126. Please provide the current contract with applicable amendments or addenda.

Answer: Duplicate of Question 27

127. Please provide a breakdown of the annual off-site expenditures since January 2014. Also, please provide a list of patient off-site expenditures (patient names and personal identification information redacted) that exceeded \$10,000.00.

Answer: These documents have been provided for your review.

128. Please provide a breakdown of the annual specialty services expenditures since January 2014.

Answer: These documents have been provided for your review.

129. Please provide a breakdown of the annual pharmacy expenditures since January 2014. Please provide a breakdown of all HIV, Hemophilia, Hepatitis C, or other medications that exceeded \$1,000.00 per month since January 2014.

Answer: These documents have been provided for your review.

130. What accreditation costs has the current vendor incurred over the past 4 years? Please break down by ACA, NCCHC and by year.

Answer: NCCHC- 2015 (\$4,900) 2016- (\$5,243)

- 131. Requirement "H. Damages" on page 4, "G" on page 9, "P" on page 10, "e" on page 14, "13" on page 18, "3" on page 21, and "3" on page 25 of the RFP identify several proposed liquidated damages for the next contract.
  - Are these the same liquidated damages being assessed with the current vendor? If not, please disclose the differences.

Answer: Irrelevant to the award of the contract

b. Please disclose the total liquidated damages assessed on the current vendor over the past 3 years.

Answer: Irrelevant to the award of the contract

c. Please disclose if any liquidated damages that could have been assessed were waived instead of being assessed. If so, please provide the reason why.

Answer: Irrelevant to the award of the contract

132. Please verify the current JMS is Justice Solutions (A.1. on page 21 of the RFP) and a complete interface is functioning.

Answer: Current JMS is as stated in RFP. Can't answer interface question for unknown Vendor EMR software.

133. Please provide the monthly health services reports from January 2015 through current day.

Answer: Statistics provided on separate document

134. Please provide any staffing reconciliation (vacancy) reports from January 2015 through current day.

Answer: These documents have been provided for your review.

135. Please disclose any professional positions (HSA, DON, Medical Director, Psychiatrist, ARNP, Psych ARNP, MH Administrator, etc.) that have been vacant at any time since January 2015 and the duration of these vacancies.

Answer: These documents have been provided for your review.

136. Please disclose how many times the HSA, DON, Medical Director, Psychiatrist, Mental Health Administrator, and ARNP/PA positions have turned over since January 2015.

Answer: Irrelevant to the award of the contract

137. Requirement "d)" on page 14 of the RFP requires an RPR Syphilis blood test on all inmate health assessments. Is the current contracted provider performing these tests on every health assessment performed? If so, please provide the number of tests performed each month since January 2015 along with the number of positive results.

Answer: Offered to every patient and if indicated

138. Requirement "8.b)" on page 15 of the RFP requires "grand rounds" to be performed on all segregated populations (including administrative and disciplinary segregation). Please disclose a list of all units in which these rounds occur, the average number of inmates encountered during grand rounds each week, and what all health positions participate in these rounds.

Answer: Dr Childs calls it welfare rounds on all of the single cell mho pts on 10D on Tuesday mornings and 13C and 13A on Wednesday mornings. A security officer, the medical director, mental health

on the welfare rounds, Dr Kahn joins us on Friday.

139. Requirement 7.g) on page 26 of the RFP requires a "sign-in and sign-out" procedure set forth by OCDC. Please expand on the current monitoring procedure established with the existing health vendor. Also, please provide additional requirements OCDC is pursuing with the next contract.

Answer: The requirements are stated in the RFP

140. Requirement 7.h) on page 26 of the RFP requires standardized uniforms for health personnel. Please provide details of this uniform and whether these are these provided by OCDC, the current vendor, or the individual employee.

#### Answer: Standard Scrubs in basic colors. OCDC does not provide

141. Please provide the names and/or titles of the members of the proposal review committee.

Answer: Unknown at this time

142. Please provide a list of the current off-site specialty care providers (orthopedic, ophthalmologist, dialysis, general surgeons, etc.)

Answer: See Question 86

143. Requirement 14. on page 6 of the RFP makes reference to a BID SECURITY. However, it does not give details of the amount. Is this a requirement that the County has waived with this RFP?

Answer: N/A

# Flint Junod, CCHP

Address: 19 NE 50th ST OKC, OK 73105 Email: fjunod@turnkeyhealthclinics.com Web: http://turnkeyhealthclinics.com/

# TURN KEY HEALTH

2014 - Present

Chief Executive Officer - Turn Key Health Clinics

Directs the global operation of the organization by monitoring policy adherence and contract compliance for each site. Monitors organizational performance and industry trends and conducts corresponding organizational planning. Responsible for ensuring exceptional client satisfaction levels.

2014

Regional Vice President - Armor Correctional Health Services, Inc.

Served as the corporate executive accountable for contract operations at Oklahoma County and Tulsa County in Oklahoma, Minnehaha County in South Dakota, and Washoe County in Nevada. Provided administrative oversight and directed corporate resources to ensure efficient operations of the medical services for each account. Served as the primary liaison between each account and Armor's corporate office.

2013 - 2014

Regional Manager - Oklahoma Accounts - Armor Correctional Health Services, Inc.

Provided fiscal and operational oversight to Oklahoma County and Tulsa County in Oklahoma. Directed and reviewed all clinical services quality to assure adherence to contract requirements and accreditation standards.

2008 - 2013

Health Services Administrator – Armor Correctional Health Services, Inc.

Directed site level budgetary, personnel and compliance aspects of the medical program.

Oklahoma County Detention Center, Oklahoma City, OK

2012-2013

Santa Rosa County Jail, Milton, FL

Escambia County Jail, Pensacola, FL

2008-2009

2007 - 2008

Assistant Health Services Administrator – Armor Correctional Health Services, Inc. Escambia County Jail, Pensacola, FL Inmates

2005 - 2007

Executive Assistant to CEO, Sales and Marketing – Armor Correctional Health Services, Inc. Corporate Office, Miami, FL

2005 2006

BS-Social Science Gateway

Phi Theta Alpha Honor Society Program

Emporia State University Tuck Scho

2006
Gateway to Business Management
Program
Tuck School of Business

2007 Georgetown Healthcare Leadership Program Georgetown University

# William Cooper, D.O.

Address: 19 NE 50th ST OKC, OK 73105 Email: fjunod@turnkeyhealthclinics.com Web: http://turnkeyhealthclinics.com/



2015 - Present

Chief Medical Officer - Turn Key Health Clinics

Oversees the global delivery of medical, mental health, and dental services for the company. Ensures appropriate treatment and effective utilization management for patient care. Provides peer review for the numerous providers in the system.

2015

Physician - Red Rock Behavioral Health Services

Provided clinical services for a large Oklahoma City psychiatric network.

1999-2015

Chief Medical Officer - Oklahoma Department of Corrections

Served 16 years for the State of Oklahoma, which concluded as the Chief Medical Officer for the entire State system. During the tenure, the DOC met or exceeded the Centers for Medicare & Medicaid Community Benchmarks for chronic disease control, while having the lowest medical cost per diem of any prison system in the nation.

Chief Medical Officer 2014-2015 Southeast Regional Supervising Physician 2013-2014 Physician II – Mack Alford Correctional Center 1999-2013

1998-2015

Medical Director - Marshall County Home Health

1998-1999

Medical Director - Marshall County Emergency Medical Services

Medical Director - Texoma Mental Health Services

1994-1996

Outpatient Physician – Ardmore Veteran's Affairs Outpatient Clinic

1993-1999

Family Practice Physician / Marshall Memorial Hospital - Private Physician

1992-1993

Doctor of Osteopathy - Tulsa Regional Medical Center

1992-1993 Internship Tulsa Regional Medical Center Oklahoma State University Tulsa, OK

1992 College of Osteopathic Medicine Tulsa, OK

1987 Major - Chemistry Minors - Biology and Psychology Southeastern Oklahoma State University

# Jane Kirby, RN

Address: 19 NE 50th ST OKC, OK 73105 Email: jkirby@turnkeyhealthclinics.com Web: http://turnkeyhealthclinics.com/



2016 - Present

Vice President, Clinical Operations – Turn Key Health Clinics, LLC.

Provides clinical and operational oversight, contractual and standard adherence, and quality assurance reviews for the organization.

2014 - 2016 Clinical Compliance and Development Coordinator Oklahoma Department of Corrections

Served as the medical auditor of the Oklahoma Department of Corrections inspection team. Developed and implemented an agency verified audit instrument with the primary focus on health care delivery in order to determine compliance of appropriate clinical standards and procedure requirements.

2005 - 2014

Nursing Manager

Oklahoma Department of Corrections

Responsibilities included conducting system-wide comprehensive performance improvement audits, American Correctional Association accreditation audits, and follow-ups. Developed, implemented, and continually monitored personnel competency. Provided leadership in nurse recruitment and retention. Conducted health services contract monitoring for private prisons. Developed reviews and revises medical policies and procedures. Coordinated the Medicaid Reimbursement Program for DOC Medical Services resulting in 1.2-1.4 million dollars in savings annually.

1996 - 2005

Registered Nurse, Clinical Team Manager, Nurse Supervisor University of Oklahoma Medical Center

Bachelors of Science Nursing University of Central Oklahoma

Presidents Honor Roll Cardiovascular Nursing Award Leadership in Nursing Sigma Theta Tau- Nursing Honor Society

## Jesse White

Address: 19 NE 50th ST OKC, OK 73105 Email: jwhite@turnkeyhealthclinics.com Web: http://turnkeyhealthclinics.com/



2009 - Present

#### Chief Financial Officer- Turn Key Health Clinics, LLC.

Build and manage effective and streamlined administrative and financial systems, including financial, accounting, legal, information technology (IT), human resources (HR), and physical infrastructure. Define the processes and implement the infrastructure needed to support company growth. Involvement in strategic planning, evaluation, and professional development initiatives.

#### Financial Management

- Review and approve preparation and finalization of monthly and annual financial reporting materials and metrics.
- Oversee budgeting, financial forecasting, and cash flow for administration, existing programs, and proposed new sites.
- Manage one full-time accounting administrator; hire and retain support staff as needed.
- Coordinate all audit activities.

#### Administrative Leadership and Management

- Coordinate with leadership team on the organization's financial, budgeting, and administrative processes—including HR, payroll, and benefits functions—with an eye to continuously developing and improving systems.
- Lead technical staff to design an IT plan for the future, and implement it successfully to meet IT needs as the organization grows.
- Manage the organization's physical infrastructure and system maintenance (phone system, security, inventory, etc.) with assistance from office management.

2006 - Present

#### CEO - Sooner Medical Staffing, et al.

Overall strategic and operational responsibility for the employees, programs, daily operations and expansion, of five companies operating in the healthcare industry, including:

- Sooner Medical Staffing, LLC
- Absolute Senior Care, LLC
- A-Premier Senior Home Care, LLC
- Expedited Coding Management, LLC
- Expedited Therapy Management, LLC

2004 **Juris Doctor** *University of Oklahoma College of Law*  2004 - 2006

#### Attorney - Crowe & Dunlevy

Health Care Law and Litigation
Associate attorney focusing primarily on
Health Care Law and Litigation. Represent
health care companies in legal matters
including dispute resolution, arbitration and
litigation. Interpret, negotiate and draft
health care provider agreements and service
documentation. Review internal processes
and policies for optimization and regulations
compliance.

Bachelors College of Business
University of Oklahoma

## Jon Echols

Address: 19 NE 50th ST OKC, OK 73105 Email: jechols@turnkeyhealthclinics.com Web: http://turnkeyhealthclinics.com/



2009 - Present

#### Co-Founder/Director, Operational Support – Turn Key Health Clinics, LLC.

Responsible for all facets of the business operation including but not limited to:

Direct sales efforts, networking, build and maintain client relationships. Assist in building and managing effective and streamlined administrative and financial systems, including financial, accounting, legal, information technology (IT), human resources (HR), and physical infrastructure. Define the processes and implement the infrastructure needed to support company growth. Involvement in strategic planning, evaluation, and professional development initiatives.

#### Financial Management

- Review and approve preparation and finalization of monthly and annual financial reporting materials and metrics.
- Oversee budgeting, financial forecasting, and cash flow for administration, existing programs, and proposed new sites.
- Manage one full-time accounting administrator; hire and retain support staff as needed.
- Coordinate all audit activities.

#### Administrative Leadership and Management

- Coordinate with leadership team on the organization's financial, budgeting, and administrative processes—including HR, payroll, and benefits functions—with an eye to continuously developing and improving systems.
- Lead technical staff to design an IT plan for the future, and implement it successfully to meet IT needs as the organization grows.
- Manage the organization's physical infrastructure and system maintenance (phone system, security, inventory, etc.) with assistance from office management.

2006 - Present

#### Co-CEO - Sooner Medical Staffing, et al.

Overall strategic and operational responsibility for the employees, programs, daily operations and expansion, of five companies operating in the healthcare industry, including:

- Sooner Medical Staffing, LLC
- Absolute Senior Care, LLC
- A-Premier Senior Home Care, LLC
- Expedited Coding Management, LLC
- Expedited Therapy Management, LLC

2005 **Juris Doctor** *Oklahoma City University College of Law*  2005 - 2007

#### Attorney - Crowe & Dunlevy

Health Care Law and Litigation
Associate attorney focusing primarily on
Health Care Law and Litigation. Represent
health care companies in legal matters
including dispute resolution, arbitration and
litigation. Interpret, negotiate and draft
health care provider agreements and service
documentation. Review internal processes
and policies for optimization and regulations
compliance.

2002

Bachelors of Political Science

University of Oklahoma



Address: 19 NE 50th ST OKC, OK 73105 Email: tsmith@turnkeyhealthclinics.com Web: http://turnkeyhealthclinics.com/



2009 - Present

Co-Founder/Director - Turn Key Health Clinics, LLC.

Directs the recruiting department, network development, and maintains client relationships. Define the processes and implement the infrastructure needed to support company growth. Involvement in strategic planning, evaluation, and professional development initiatives.

2006 - Present

Co-CEO - Sooner Medical Staffing, et al.

Overall strategic and operational responsibility for the employees, programs, daily operations and expansion, of five companies operating in the healthcare industry, including:

- Sooner Medical Staffing, LLC
- Absolute Senior Care, LLC
- A-Premier Senior Home Care, LLC

2003 - 2006

Professional Athlete - National Football League (NFL)

Baltimore Ravens Baltimore, Maryland

San Francisco 49ers San Francisco, California

 $7^{th}$  round draft pick in the 2003 NFL draft. Accrued 4 credited seasons, two with the Baltimore Ravens and two with the San Francisco 49ers.

2004
Bachelor's Degree Aviation Management
University of Oklahoma



Address: 19 NE 50th ST OKC, OK 73105 Email: kcalton@turnkeyhealthclinics.com Web: http://turnkeyhealthclinics.com/



#### 2015 - Present

#### Executive Assistant - TurnKey Health Clinics

Provides administrative support to the executive leadership team

Oversees the payroll process

Directs the Human Resource office

Organizes statistical and legal data

Communicate with clients and vendors as required

Schedule and attend weekly meetings or conference calls for administrative meeting

Maintain inventory for the office as well as site level supply management

#### 2012 - 2015

#### Administrative Assistant – Armor Correctional Health Services

Submit payroll from Kronos timekeeper to the corporate office

Prepare new hire orientation packets

Maintain employee personal files

Gather data, compile information and prepare reports

Handling extremely sensitive and business confidential information.

Oversee the day-to-day activities of the office to include purchase requisitions, time and attendance and personnel records

Maintain policy and procedures which ensure productive and efficient office operation

Attend monthly staff meetings, take notes and record meeting minutes

Maintain organizational charts, phone lists, attendance and other team information

Handle incoming correspondence (mail, faxes, etc.) and phone calls

Perform all other administrative support functions as required

2002 - 2012

#### Secretary / Clerical, Oklahoma County Sheriff's Office

Answer incoming telephone calls to the Jail Administration department

Attend quarterly Critical Incident Meetings, which requires that I take meeting minutes.

Type various documents to include employee appraisals, promotion letters, and employee disciplinary letters.

Prepare memorandums, requisitions and monthly reports on detention staffing statistics.

Maintain up to date work schedules which persist of approximately 450 employees in KRONOS timekeeper.

Prepare memorandums, purchase requisitions, monthly reports and transfers

Perform notary duties as requested

Order supplies needed to effectively run the office.

Greeted all visitors to the Detention Center in a professional manner, with tact and diplomacy.

Assisting attorneys, clergyman, bondsman and the public with information or visits for inmates



### **Orientation and Training for Health Care Staff**

Turn Key Health Clinics provides in depth orientation and training to enable staff to deliver health services within a correctional setting. The orientation and training includes, but is not limited to, the following topics:

	<b>Employee Initials</b>	Proctor Initials	Date Completed
I. Employment Status (To Be Completed on First Day of Emp	ployment)		
A. Turn Key Health Clinics / Clients we serve			
B. Organizational structure / Chain of command			
C. "at will" employment			
D. Probationary period (acknowledgement form)			
E. Employee handbook (acknowledgement forms)			
F. Benefits / Holidays / Vacation and PTO			
G. Pay Periods / Time Sheets			
H. License, Credentialing and CPR / Scope of Practice			
I. Policies and Procedures (acknowledgement form)			
1. Turn Key			
2. Security			
3. Emergency Preparedness/Response			
J. Training			
1. Initial			
2. Periodic and annual			
3. Mandatory meetings			
K. Additional employment resources			
II. Correctional Healthcare Overview			
A. Inmates constitutional right to access health services			
B. Unique Health Needs of the incarcerated population			
C. Boundaries and Responsibilities (module)			
III. Security			
A. Key Control			
B. Contraband (phones, electronics, personal meds, etc)			
C. Sharps / Tool / Narcotics counts and control			
D. Inmate classification			
E. Inmate relations / boundaries			
F. Facility procedures			
G. Security concerns and reporting requirements			
G. Facility layout			

A. Medical unit layout B. Unit preparedness / Supply management C. Admission process (screening, FIT, etc) D. Release process E. Inmate Transfers 1. Emergency room 2. Community specialty services 3. External correctional system F. Periodic Health Assessments (as applicable) G. Emergency Care / AED / CPR / Oxygen H. Medical Services	
C. Admission process (screening, FIT, etc)  D. Release process  E. Inmate Transfers  1. Emergency room  2. Community specialty services  3. External correctional system  F. Periodic Health Assessments (as applicable)  G. Emergency Care / AED / CPR / Oxygen  H. Medical Services	
C. Admission process (screening, FIT, etc)  D. Release process  E. Inmate Transfers  1. Emergency room  2. Community specialty services  3. External correctional system  F. Periodic Health Assessments (as applicable)  G. Emergency Care / AED / CPR / Oxygen  H. Medical Services	
D. Release process  E. Inmate Transfers  1. Emergency room  2. Community specialty services  3. External correctional system  F. Periodic Health Assessments (as applicable)  G. Emergency Care / AED / CPR / Oxygen  H. Medical Services	
E. Inmate Transfers  1. Emergency room 2. Community specialty services 3. External correctional system F. Periodic Health Assessments (as applicable) G. Emergency Care / AED / CPR / Oxygen H. Medical Services	
2. Community specialty services 3. External correctional system F. Periodic Health Assessments (as applicable) G. Emergency Care / AED / CPR / Oxygen H. Medical Services	
2. Community specialty services 3. External correctional system F. Periodic Health Assessments (as applicable) G. Emergency Care / AED / CPR / Oxygen H. Medical Services	
3. External correctional system F. Periodic Health Assessments (as applicable) G. Emergency Care / AED / CPR / Oxygen H. Medical Services	
F. Periodic Health Assessments (as applicable) G. Emergency Care / AED / CPR / Oxygen H. Medical Services	
G. Emergency Care / AED / CPR / Oxygen H. Medical Services	
H. Medical Services	
1 Decompositation (former materials COADE)	
1. Documentation (forms, protocols, SOAPE)	
2. Inmate requests	
3. Scheduling of clinics / tasks	
4. Nurse sick call - triage / protocols / referrals	
5. Provider sick call	
6. Chronic care clinics	
7. Provider orders	
8. On-call procedures	
9. Lab / x-ray / EKG / other diagnostic services	
10. Vital signs monitoring	
11. Withdrawal / Detox monitoring and procedures	
12. Diabetic / Glucose monitoring	
13. Segregation procedures (as applicable)	
14. Infirmary / Medical housing (as applicable)	
I. Suicide Prevention - Procedures (module)	
J. Mental Health Services (as applicable)	
K. Dental Services (as applicable)	
L. Special Needs – Age/adaptive equipment/diets	
V. Pharmaceutical Operation	
A. Medication verification / Continuity of medication	
B. Personal/Home medication and facility medication	
C. Pharmacy provider	
D. Formulary	
E. Medication ordering procedure	
F. Prescription medications and OTCs	
G. Patient specific and stock medications	
H. Narcotic and stock inventory accountability	
I. Medication administration (module)	
J. Pharmaceutical disposal and returns	
VI. Legal / Administrative Reporting	
A. Patient's right to refuse	

	B. Informed consents
	C. Confidentiality / HIPAA
	D. Release of Information
	E. Prison Rape Elimination Act - PREA (module)
	F. Unusual Occurrence / Incident Reporting
	G. Need for involuntary treatment/administration
	H. Procedure in the event of an inmate death
VII.	Health Unit Safety
	A. Hep B Vaccination
	B. Tb Skin Test
	C. Exposure Control Plan / Infection Control
	1. Universal/Standard Precautions
	2. Blood Borne Pathogen (module)
	3. Personal Protective Equipment (PPE)
	D. Sharp Management / Disposal
	E. Biohazard Management
	F. Work Environment Safety Concern Reporting
	G. Injury Reporting Procedures
	H. Quality Improvement Program
IX. A	dditional Site Specific Information (write in below)

#### EMPLOYEE ACKNOWLEDGEMENT

As a Turn Key employee, I have received a comprehensive orientation within the first 90 days of my employment. I was afforded the opportunity to ask questions, and I was provided with satisfactory answers to any questions I asked. I understand future training and education may be required for continued employment with the organization. I am familiar with, and have access to, Turn Key's Employee Handbook and Policies and Procedures Manual. Should I have future questions that are not addressed by the Handbook or Manual, I will immediately contact a supervisor or my Regional Manager for clarification.

Printed Name:	Signature:	
Supervisor's Name:	Signature:	
Date:		



FACILITY: OKLAHOMA COUNTY DETENTION CENTER

START DATE: TBD

START-UP COORDINATOR: JANE KIRBY, RN, VP OPERATIONS

#### TRANSITION / START-UP PLAN

TRANSITION TEAM LEADER: JANE KIRBY, RN, VP OPERATIONS LAST REVISION:

TRANSITION TEAM MEMBERS: JANE KIRBY, VP; FLINT JUNOD, CEO; RHETT BURNETT, LIAISON

WILLIAM COOPER, CMO; JON ECHOLS, OPS SUP; TRENT SMITH, IT SUPPORT

KATHI CALTON, HR; JESSE WHITE, FINANCE

TASK TO BE COMPLETED	RESPONSIBLE PARTY	TARGET DATE	CURRENT STATUS	ADDITIONAL COMMENTS
CONTRACTUAL IMPLEMENTATION				
FINALIZE CONTRACTUAL TERMS				
FINALIZE GENERAL LIABILITY/ MALPRACTICE/				
WORK COMP COVERAGE FOR THE SITE AND				
PROVIDE VERIFICATION TO CLIENT				
OBTAIN ANY REQUIRED PERMITS				
CREATE ACCOUNTS RECIEVABLE/PAYABLE				
DATABASE FOR CONTRACT				
PERSONNEL				
DESIGNATE ONSITE STARTUP TEAM AND				
ASSIGN RESPONSIBILITIES				
OBTAIN A LIST OF CURRENT				
MEDICAL/MENTAL HEALTH PERSONNEL				
SET UP MEET AND GREET DATE WITH THE				
CLIENT AND CURRENT EMPLOYEES				
CONDUCT INTERVIEWS WITH CURRENT STAFF				
SEND OFFER LETTERS TO EXISTING QUALIFIED				
PERSONNEL AND SET DEADLINE FOR RETURN				
NOTIFY RECRUITING OF ADDITIONAL				
STAFFING NEEDS				
SECURE ADEQUATE PHYSICIAN AND MIDLEVEL				
SERVICES				
SECURE ON-SITE PSYCHIATRIC SERVICES				
SECURE ON-SITE DENTAL SERVICES				
NOTIFY BENEFIT PROVIDERS OF THE				
CONTRACT				
APPOINT HR PERSONNEL NEW HIRE AND				
BENEFIT ENROLLMENT				
DISTRIBUTE NEW HIRE AND BENEFIT				
PAPERWORK TO ALL PERSONNEL W/				
DEADLINE				
VERIFY NEW HIRE PAPERWORK HAS BEEN				
PROCESSED				
VERIFY BENEFITS FOR EMPLOYEES WILL BE				
ACTIVE DAY 1 OF CONTRACT				
CONDUCT NEW HIRE ORIENTATION / POLICY				
AND PROCEDURE AND FORM TRAINING				
IDENTIFY/COMPLETE ANY SECURITY TRAINING				
REQUIRED				
ENSURE EMPLOYMENT POSTERS ARE POSTED				
ESTABLISH STAFFING SCHEDULE AND POST				
ASSIGNMENTS				

POST SCHEDULE AT LEAST 2 WEEKS PRIOR TO		
START DATE		
ON-SITE SERVICES		
CONDUCT INVENTORY OF DISPOSABLE		
SUPPLIES AND ORDER ADDITIONAL SUPPLIES		
AS NEEDED (MEDICAL AND DENTAL)		
CONFIRM FUNCTIONALITY OF DURABLE		
EQUIPMENT (EKG, AED, NEBULIZER, DENTAL CHAIR, AUTOCLAVE, O2 CONCENTRATORS, O2		
TANKS, GURNEY/BACKBOARD, WHEELCHAIRS)		
VERIFY THE EXISTENCE OF EMERGENCY BAGS		
AND DISASTER BAGS AND IF THEY WILL		
TRANSFER		
CONDUCT INVENTORY OF OFFICE FURNITURE		
AND EQUIPMENT		
MEET WITH CLIENT TO DISCUSS ANY		
ADDITIONAL EQUIPMENT NEEDS THAT HAVE		
BEEN IDENTIFIED		
IMPLEMENT POLICES AND PROCEDURES /		
FORMS MANUAL		
IMPLEMENT OPERATIONAL MANUALS		
(INFECTION CONTROL, BBP, INFIRMARY,		
CLINICAL GUIDELINES, CQI, ETC.) IMPLEMENT OPERATIONAL LOG BOOKS (SICK		
CALL, PROVIDER CLINIC, CCC, WALK-IN CLINIC		
ENCOUNTERS, SHARPS, NARCOTICS,		
VERIFY CURRENT MEDICAL RECORD PROCESS		
AND PRINT FORMS/PROTOCOLS		
·		
IDENTIFY AND CONTRACT LAB PROVIDER		
CLIA WAIVER VERIFICATION		
IDENTIFY AND CONTRACT DIALYSIS PROVIDER		
(AS APPLICABLE)		
IDENTIFY AND CONTRACT ON-SITE X-RAY AND ULTRASOUND PROVIDER		
OLINASOUND FROVIDER		
IDENTIFY AND CONTRACT 02 PROVIDER		
IDENTIFY AND CONTRACT MEDICAL WASTE		
PROVIDER		
POST EMERGENCY ON-CALL LIST PRIOR TO		
THE FIRST DAY OF THE CONTRACT		
CHECK ON DATES FOR ANY COMMUNITY		
MEETINGS/BOARDS REGARDING JAIL HEALTH		
SERVICES		
SCHEDULE THE FIRST CQI AND MAC MEETINGS		
SCHEDULE THE FIRST MONTHLY STAFF		
MEETING		
DEVISE TRANSFER OF CARE PLANS FOR ALL		
INFIRMARY AND HOSPITAL PATIENTS		
PHARMACY		
DESIGNATE PHARMACY VENDOR		
IDENTIFY BACK UP PHARMACY AVAILABILITY		
INVENTORY CURRENT MEDS. VERIFY		
CURRENT INVENTORY WILL TRANSFER		
DISCUSS THE NEED FOR ANY MEDICATION		
DISPOSAL NEEDS WITH THE CLIENT		
VERIFY SUFFICIENT STOCK MEDICATION		
SUPPLY IS ADEQUATE FOR START-UP		
ORDER ANY REQUIRED PATIENT SPECIFIC		
MEDICATIONS		

POST DEA/ LICENSE FOR PHARMACY AND		
PROVIDERS		
ORDER MED CARTS AND TREATMENT CARTS		
AS NEEDED		
IMPLEMENT PHARMACY P&P MANUAL		
PERFORM PHARMACY TRAINING		
OBTAIN MARS FOR EXISTING PATIENTS FOR		
1ST MONTH		
VERIFY THE NARCOTIC COUNT IS ACCURATE		
ON THE DAY OF TRANSITION		
SCHEDULE INITIAL ONSITE PHARMACY AUDIT		
OFF-SITE SERVICES		
IDENTIFY HOSPITALS / MEET WITH ADMIN		
OBTAIN A LIST OF CURRENT SPECIALTY		
SERVICE PROVIDERS (OB, ORTHO, ORAL, ETC.)		
CONTACT AND CONTRACT WITH SPECIALTY		
PROVIDERS AS REQUIRED		
VERIFY CLIENT UNDERSTANDING OF STATE		
STATUTES FOR PAYMENT		
ADD CONTRACT TO CLAIMS TRACKING		
SYSTEM		
NOTIFY UM / CLAIMS DEPARTMENT OF THE		
CONTACT START DATE		
INFORM CLAIMS DEPARTMENT OF CONTRACT		
AGGREGATE/CATASTROPHIC LIMITS		
INFORMATION TECHNOLOGY		
IDENTIFY ANY COMPUTER/ PHONE/ FAX/		
PRINTER NEEDS AND DISCUSS WITH CLIENT		
IDENTIFY E.H.R CAPABILITIES AND ESTABLISH		
TIMELINE FOR IMPLEMENTATION		
COMPLETE FORMS GENERATION AND		
TRIGGERS THAT ARE APPLICABLE IN E.H.R.		
ESTABLISH DATE FOR E.H.R. TRAINING		
IDENTIFY INTERNET ACCESS AND		
RESPONSIBILITY FOR MAINTENANCE		
ESTABLISH TELEHEALTH NETWORK ONSITE		
ESTABLISH FEEL RETURNET WORK GROTTE		
IDENTIFY ANY OTHER I.T. NEEDS		
REQUEST EMAIL ADDRESSES FOR APPLICABLE	+	
SITE PERSONNEL		
MISCELLANEOUS		
IDENTIFY CURRENT ACCREDITATIONS		
(NCCHC/ACA) AND SEND REQUIRED NOTICE		
SCHEDULE FIRST MOCK SURVEY (AS		
APPLICABLE)		



February 14, 2018

Flint Junod Chief Executive Officer Turn Key Health Clinics 19 NE 50<sup>th</sup> ST Oklahoma City, OK 73105

Re: Letter of Intent for Oklahoma County Jail

CorEMR acknowledges that Turn Key Health is in the process of bidding on RFP Proposal to provide comprehensive medical services for the Oklahoma County Jail.

CorEMR is currently under contract to provide electronic medical record software and software support to the Oklahoma County Jail. It is our intent to continue these services and work with Turn Key Health to provide our software to Oklahoma County Jail if Turn Key Health is awarded the medical contract.

Sincerely,

DeVaughn Guymon

President CorEMR



February 12, 2018

Turn Key Health Clinics Flint Junod 19 NE 50<sup>th</sup> Street Oklahoma City, OK 73105

Dear Mr. Junod:

Diamond Pharmacy Services understands that Turn Key Health Clinics is bidding on the Inmate Healthcare Services for the Oklahoma County Detention Center. This letter serves as a confirmation of our mutual intent regarding the provision of medication dispensing and pharmaceutical program management services to Oklahoma County.

As you know, Diamond is a second-generation family owned business and the nation's largest correctional pharmacy provider, as we currently service approximately 33% of the nation's county and state inmates – over 640,000 lives. From our closed-door institutional pharmacy, we reliably service over 1,500 correctional facilities in 44 states, including 65 correctional facilities in the state of Oklahoma. Diamond's 47 years of experience providing institutional pharmacy care makes us highly qualified to meet the needs of our clientele.

Diamond has a strong, professional working relationship with Turn Key in Oklahoma, Arkansas, and Kansas. We currently provide pharmaceutical services for Turn Key at 27 Oklahoma facilities. When Tulsa County transitioned from another vendor to Turn Key, the transition was smooth and without any interruption due to the consistency of the pharmaceutical program.

Should Turn Key be awarded the contract, this Letter of Intent expresses our willingness as an independent contractor to work with you in a collaborative working relationship for the provision of medication dispensing and pharmacy program management services to this population.

Diamond would be honored to continue servicing the Oklahoma County Detention Center should Turn Key be awarded this contract.

Sincerely,

Mark J. Zilner, R.Ph.

Owner and Chief Operating Officer mzilner@diamondpharmacy.com

Office: 800.882.6337 ext. 1003

Fax: 877.234.7050



February 23, 2018

Office of Research Administration

Flint Junod Chief Executive Officer Turn Key Health Clinics 19 NE 50<sup>th</sup> St. Oklahoma City, OK 73105

Dear Mr. Junod:

After meeting with the leadership team of Turn Key, we appreciate their commitment to improve mental health services for the Oklahoma County Sheriff's Office and throughout the state. Turn Key has proposed a concept to partner with the Department in an effort to enhance the Mental Health Program for the Oklahoma County Sheriff's Office.

A partnership between the Department, Turn Key and the Oklahoma Count Sheriff's Office would demonstrate an expanded commitment by all parties to enhance the delivery of mental health services to the Oklahoma community. It will ensure staffing levels without periods of vacancies by reducing the turnover of key mental health positions at the jail, specifically a full-time psychiatrist, two residents and four social work therapists. Moreover, this will provide additional linkage and discharge planning for the patients and post incarceration. This partnership will also allow oversite by a number of forensic-experienced psychiatric providers currently on staff in the Department, which in turn will open opportunities for the Department to expand our psychiatric residency program, ultimately enhancing the level of mental health services available to the Oklahoma County community. Lastly, it will allow for the opportunity for the current psychiatrist if the Oklahoma County Sheriff's Office is pleased with their services.

The Department of Psychiatry at the University of Oklahoma Health Sciences Center would be honored with the opportunity to partner with Turn Key Health Clinics and the Oklahoma County Sheriff's Office to enhance the delivery of psychiatric services at the Oklahoma Detention Center.

In the event that an award is made, we are prepared to enter into an agreement with Turn Key. The Office of Research Administration will be the point of contact for negotiation and administration of the contract.

Sincerely,

Scott Davis, CRA Associate Director

Office of Research Administration

48110-

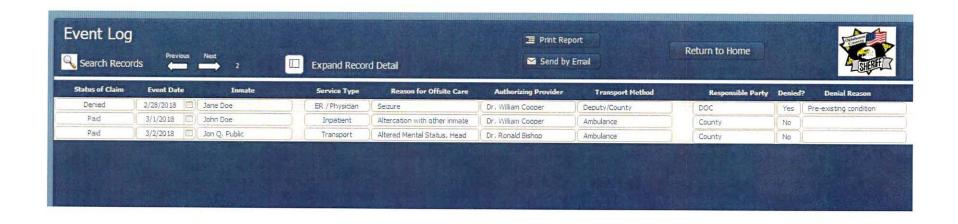
### Oklahoma County - Claims Management System

# Oklahoma County - Claims Management System OC-CMS



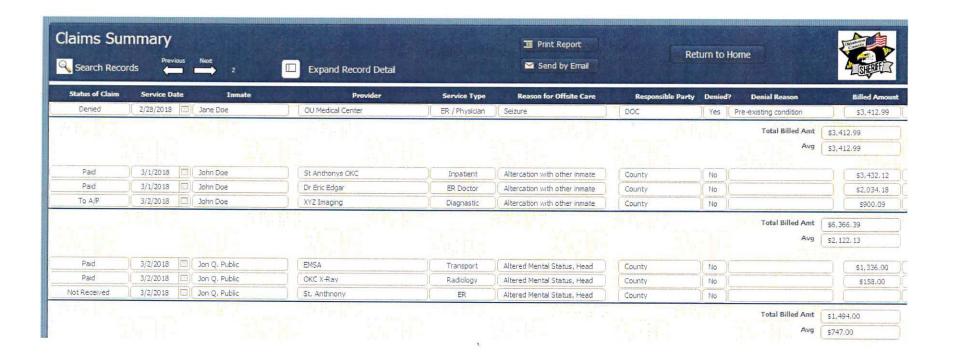
- View the status of all Oklahoma County events requiring offsite care and medical claims in real time
- Fully customizable layouts and reports
- Summary screens to access event and claims data in easy to read formats

### **Event Log**



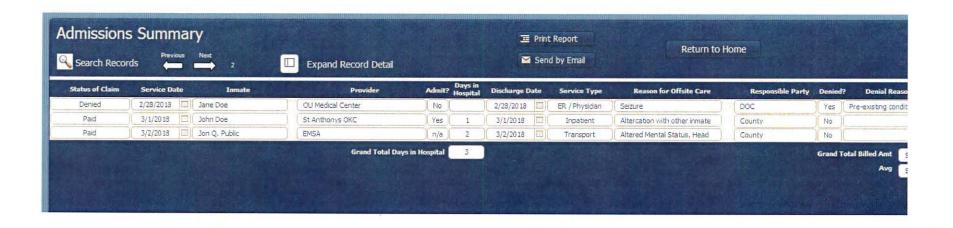
- See an instant summary of all events requiring offsite care
- Expand any record to see detailed information relating to each event, including related claims data
- Search, filter and sort then print or email reports as needed

### Claims Summary



- Easily search, filter and sort claims by any field or date range
- Select any claim to expand the record and view all details (see Event Detail screen)
- See all relevant data at a glance including payment summaries
- Fully customizable to suit your preference

### **Admissions Summary**



- Create an instant summary of all offsite events resulting in hospital admissions
- As with all data presented in the Claims Management System search, filter and sort then print or email reports as needed
- All layouts and reports are fully customizable to suit the County's preferences



Marsh & McLennan Insurance Agency LLC 1 Polaris Way, Suite 300 Aliso Viejo, CA 92656 +1 949 900 1780 MarshMMA.com CA Insurance Lic. 0H18131

Oklahoma County Sheriff Oklahoma County, OK

February 27, 2018

**RE: Stop Loss Policy** 

To Whom It May Concern

Turn Key Health has engaged our services to prepare and coordinate the implementation of a comprehensive stop loss policy to protect Oklahoma County against catastrophic loss in the event of uncharacteristically high or exceptional pharmaceutical or offsite medical expenses the county may incur. Our firm is familiar with such policies and the carriers that offer them. We are prepared to initiate specific quotes for coverage for Oklahoma County immediately should the county be interested in Turn Key Health obtaining such coverage.

Sincerely,

Jeff Branch

Client Service Executive

Client#: 474473 TURNKEYHEA

#### ACORD...

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

	,g				
PRODUCER		CONTACT Shelby Mocnik			
Marsh & McLennan Agency LLC		PHONE (A/C, No, Ext): 949-540-6951 FAX (A/C, No):			
Marsh & McLennan Ins. Agency LLC I Polaris Way #300	y LLC	E-MAIL ADDRESS: Shelby.Mocnik@MarshMMA.com			
1 Polaris Way #300		INSURER(S) AFFORDI	NG COVERAGE	NAIC #	
Aliso Viejo, CA 92656		INSURER A : Underwriters at Lloyd's London		15642	
NSURED		INSURER B : Ironshore Specialty Insurance Company		25445	
Turn Key Health Clin	iics, LLC	INSURER C:			
19 NE 50th Street	72105 1007	INSURER D :			
Oklahoma City, OK	73105-1807	INSURER E :			
		INSURER F:			
00//504050	OFFICIOATE NUMBER	DEV	OLON MUMBER		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY			MEO168738217	02/10/2017	02/10/2018	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
	X	\$25,000 Retention						MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$INCLUDED
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000
	X	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$INCLUDED
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
В		UMBRELLA LIAB X OCCUR			003103000	03/21/2017	02/10/2018	EACH OCCURRENCE	\$2,000,000
	X	EXCESS LIAB X CLAIMS-MADE			Retro: 3/21/2017			AGGREGATE	\$2,000,000
		DED X RETENTION \$\$0							\$
		RKERS COMPENSATION  EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$
	(Mar	ndatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
Α	Pro	ofessional			MEO168738217	02/10/2017	02/10/2018	\$1,000,000 - Each C	laim
	Lia	bility						\$3,000,000 - Aggreg	ate
	Cla	ims Made			Retro: 6/1/2014			\$50,000 - Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **Evidence of Coverage.** 

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Shelly Morris

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February 22, 2018

Turn Key Health Clinics Attn: Flint Junod 19 NE 50<sup>th</sup> Street Oklahoma City, OK 73105

Dear Flint,

Diagnostic Laboratory of Oklahoma, L.L.C. (DLO) intends to participate as one of Turn Key Health's Off-Site Network of Providers in response to Solicitation Number 11804018 to offer Comprehensive Inmate Healthcare Services for the Oklahoma County Detention Center.

DLO has enjoyed a long relationship with Turn Key, and as an Oklahoma-based company, we are proud to help serve the citizens of Oklahoma to provide quality diagnostic testing and services throughout the state. I am confident that Turn Key will be able to fully service the needs of the Oklahoma County Detention Center, and with our central lab located in Oklahoma City, DLO would be able to meet the lab testing needs for this bid.

We appreciate being a partner with Turn Key Health Clinics and look forward to continuing our relationship for many years to come.

Sincerely,

**Dennis Hogle** 

CEO, Diagnostic Laboratory of Oklahoma

Dernis L. Nogle





PO Box 1951 Edmond, OK 73083-1951 877.340.2430 e: enviromed@cox.net

February 14, 2018

Mr. Flint Junod, CEO Dr. William Cooper, Chief Medical Officer Turn Key Health 19 NE 50th Street Oklahoma City, OK 73105

RE: Letter of Intent

Dear Sirs,

I appreciate the opportunity to express our interest and intent to provide quotes, bids and negotiated rates for our services and products to Turnkey Health, specifically for services related to your current bid to the Oklahoma County Sheriff's Office Detention Center.

Under our existing provider Service Agreement with Turnkey Health, we offer products and services for medical waste collection, safety and disposal. Our product offerings include medical safety supplies, personal protective equipment, sharps containers, medical waste collection bags and boxes for disposal.

We value our excellent relationship with Turnkey Health and look forward to working together to support Turnkey Health's operations going forward.

Sincerely,

John Edmunson

John Edmunson

President, EnviroMed Safety and Compliance

## **Express Mobile Diagnostic Services, LLC**

"Picture Quality...Inside and Out"

2030 Ader Road Penn Township, PA 15644

Flint Junod, CEO Dr. William Cooper, Chief Medical Officer Turn Key Health 19 NE 50th Street Oklahoma City, OK 73105

February 13, 2018

Dear Flint,

I'm writing to express our desire to negotiate and enter into a provider participation agreement for the current bid at the Oklahoma County Detention Center with Turn Key Health.

We appreciate the working relationship we have established over the years, and find Turn Key to be an organization the mirrors our commitment to quality patient care and client satisfaction.

Express provides service to over 170 correctional facilities, including the Oklahoma Department of Corrections.

We hold our National Women's Business Enterprise Certification (WBENC), which is a great asset in assisting with meeting your supplier diversity needs.

Our services include on-site digital x-ray, ultrasound, and echocardiogram. For female populations, we provide a vast amount of OB exams to meet their needs and the expectations of Turn Key clinical staff.

We look forward to serving the Oklahoma County Detention Center should Turn Key be awarded the contract.

Sincerely,

Renee Negri

Director of Business Development and Client Service

Express Mobile Diagnostic Services, LLC

EXPRESS MOBILE



February 23, 2018

To Whom it May Concern,

Fresenius has a great working relationship with Turn Key Health Clinics, LLC. We value our relationship with Turn Key and they have always handled their business with professionalism and integrity.

Oklahoma County would no doubt benefit from their services.

Sincerely,

ason Grayson, Regional VP

Fresenius Kidney Care



March 9, 2018

Brian Maddy Chief Strategy Officer OU Medicine Inc. 1200 Everett Drive Oklahoma City, OK 73104

Dear. Mr. Smith,

After meeting with you and hearing your plans to improve patient outcomes in the Oklahoma County Jail, we are very excited to potentially have a local, Oklahoma County-based company providing high-level health care services to the incarcerated population of this state and, more specifically, the Oklahoma County Sheriff's Office. OU Medicine is prepared to work on a potential agreement to assist Turn Key in a partnership for health care services.

OU Medicine is the collective brand for OU Medical Center, OU Physicians and the University of Oklahoma Health Sciences Center. Headquartered at the Oklahoma Health Center campus near downtown Oklahoma City, OU Medicine is the state's largest and most comprehensive academic medical system. Among other things, it provides health care, conducts medical research and educates the physicians of tomorrow.

OU Medical Center is home to the state's only Level I Trauma Center and The Children's Hospital at OU Medical Center, Oklahoma's most comprehensive pediatric facility. Members of OU Physicians, the state's largest physician group, provide care at the hospital facilities and at OU Physicians clinics in Oklahoma City and across the state. The practice includes almost every adult and child specialty, and some of its physicians have pioneered treatments or procedures that are world-firsts.

Together, we make up OU Medicine and we're leading health care. We look forward to our future conversations.

Respectfully,

**Brian Maddy** 

**Chief Strategy Officer** 

**OU Medicine** 

1000 N. Lee Street PO Box 205 Oklahoma City, OK 73101

Phone: 405.272.7279

March 1, 2018

#### TO WHOM IT MAY CONCERN:

This letter is to inform the review committee, should Turn Key Health Clinics, LLC, be chosen to provide healthcare services to the Oklahoma County Jail, St. Anthony Hospital would be willing to enter into an agreement with Turn Key to provide healthcare services to Oklahoma County Jail Inmates. This agreement would include general, emergent and specialty services under the St. Anthony umbrella. Considering Turn Key's local ties and Oklahoma County corporate office, we believe we could create a strong working relationship.

Sincerely,

Joe Hodges

President/CEO



	Litigation	Report		3/1/2018	revised 4/29/18 upon request		
		INDIVIDUAL/	CASE	CLAIMANT &/or	CASE# &/or		
#	JURISIDICTION	<b>CLASS ACTION</b>	STATUS	PLAINTIFF	TRACKING#	JAIL	STATE
1	Federal	Individual	Active	SANDERS, Brenda	4:17-cv-00492-JHP-FHM	Creek	OK
2	Federal	Individual	Active	MAYFIELD, William Timothy	4:16-cv-00736	Saline	ARK
3	Federal	Individual	Active	SIMMONS, Joshua	4:17-cv-137-JLH-PSH	Saline	ARK
4	Federal	Individual	Active	BROWNING, Carlos	4:17-cv-292-JM-BD	Pulaski	ARK
5	Federal	Individual	Active	LONDON, Barry	4:17-cv-315-BRN-JTK	Pulaski	ARK
6	Federal	Individual	Active	FOUTCH, Kelly/(FOUTCH, Russell)	4:17-cv-431-GKF-JFJ	Creek	OK
7	Federal	Individual	Active	STIERWALT, Tony	4:17-cv-479-CVE	Osage	OK
8	Federal	Individual	Active	NORMAN, Chad	4:17-cv-482-DPM-BD	Pulaski	ARK
9	Federal	Individual	Active	DABRNEY, Daniel Edward	4:17-cv-513-JLN-JTK	Pulaski	ARK
10	Federal	Individual	Active	ORTIZ-MORAN, Abraham	4:17-cv-545-KGB-JTK	Pulaski	ARK
11	Federal	Individual	Active	VOEGELE, Stephen John	4:17-cv-547-JM-PSM	Pulaksi	ARK
12	Federal	Individual	Active	YARBERRY, Clifford	4:17-cv-57-JLH-BD	Saline	ARK
13	Federal	Individual	Active	KING, Isaac	4:17-cv-73-BSM-JTR	Saline	ARK
14	Federal	Individual	Active	DEVRIES, Bruce Wayne	4:18-cv-12-JLH-BD	Saline	ARK
15	Federal	Individual	Active	AUTRY, Robert Allen	5:15-cv-1167-D	Cleveland	OK
16	Federal	Individual	Active	GRAHAM - for HUFF, Anthony	5:17-cv-17-635(CIV-17-635-M)	Garfield	OK
17	Federal	Individual	Active	BROWN, Leonardo	5:17-cv-428-HE	Pottawattamie	OK
18	Federal	Individual	Active	DAVIS, Anthony Cade	5:17-cv-807(CIV-17-807-R)	Canadian	OK
19	Federal	Individual	Active	SMITH, Michael Edwin	6:17-cv-90-RAW	Muskogee	OK
20	OK District	Individual	Active	PRINCE, Wesley	CJ-2017-4900	Tulsa	OK
21	Federal	Individual	Closed	ANDERSON, Clarence	3:16-cv-258-JM-BD	Greene	ARK
22	Federal	Individual	Closed	AIKENS, Gregory Gene	3:16-cv-267-BSM-JTK	Greene	ARK
23	Federal	Individual	Closed	EVERS Jr., Larry J.	3:17-cv-00017	Greene	ARK
24	Federal	Individual	Closed	BEATY, Christopher Alan	4:16-cv-00836-SWW	Saline	ARK
25	Federal	Individual	Closed	BURNELL, Odell	4:16-cv-610-KGB-BD	Saline	ARK
26	Federal	Individual	Closed	WILLIAMS, Thelma	4:16-cv-655-KGB-BD	Saline	ARK
27	Federal	Individual	Closed	NOBLE, Marcus Andreay	4:16-cv-689-JLH-JJV	Saline	ARK
28	Federal	Individual	Closed	MELTON, Richard Lance	4:16-cv-727-SWW-JJV	Saline	ARK
29	Federal	Individual	Closed	PRICE, Christopher Dane	4:17-cv-00001-JLH	Saline	ARK
30	Federal	Individual	Closed	HODGES, Keith	4:17-cv-00043	Saline	ARK
31	Federal	Individual	Closed	MOORE, Paul	4:17-cv-115-BRW-JTR	Saline	ARK
32	Federal	Individual	Closed	WIRTZ JR., Robert L.	4:17-cv-197-CVE-tl2	Tulsa	OK
33	Federal	Individual	Closed	KING, Michael Ray	4:17-cv-307-JM	White	ARK
34	Federal	Individual	Closed	BELCHER, Steven	4:17-cv-369-GXF-JFJ	Mayes	OK
35	Federal	Individual	Closed	HUNT, Gary	4:17-cv-381-KGB-BD	Pulaski	ARK
36	Federal	Individual	Closed	SAM, Jeffrey Dale	4:17-cv-415-TCK-FHM	Osage	OK
37	Federal	Individual	Closed	YANCY, Tashaun	4:17-cv-455-BRW-PSH	Pulaski	ARK
38	Federal	Individual	Closed	ROLLANS, David	4:2016-cv-00629	Saline	ARK
39	Federal	Individual	Closed	MINOR Jr., George Odell	4:17-cv-00490	Pulaski	ARK
40	Federal	Individual	Closed	ELLIS, Steven L.	4:2017-cv-00490 4:2017-cv-00750	White	ARK
40 41	Federal	Individual	Closed	TANSIMORE, James	5:15-cv-1255-M	Payne	OK
42	Federal	Individual	Closed	LEWIS, Herbert	5:15-cv-1256-F	Payne	OK
74	i cuciai	iiiuiviuuai	Ciuseu	LLVVIO, HEIDEIL	J. 1J-0V-12JU-1	ı ayıı <del>c</del>	OK

43	Federal	Individual	Closed	JORDANOFF	5:15-cv-940-R	Cleveland	OK
44	Federal	Individual	Closed	BURNS, James	5:16-cv-1288-M	Grady	OK
45	Federal	Individual	Closed	CELESTINE, Tyrell	5:16-cv-635-M	Payne	OK
46	Federal	Individual	Closed	WILLIAMS, Cynthia (Austin Vance)	5:17-cv-01051	Cleveland	OK
47	Federal	Individual	Closed	WADDELL, Jason	5:2011-cv-1037	Cleveland	OK
48	Federal	Individual	Closed	PRUETT, Teresa	5:2012-cv-947	Cleveland	OK
49	Federal	Individual	Closed	ALEXANDER, ReShaun	6:16-cv-455-JHP-SPS	Muskogee	OK
50	Federal	Individual	Closed	SAWYERS, Andrew	5:17-cv-00052-HE	Canadian	OK
51	OK District	Individual	Closed	ROUTT, John	CJ-2017-637	Tulsa	OK

Total Cases51Total Active20Total Closed31

CAUSE OF	SPECIFIC
ACTION	ALLEGATIONS
CIVIL RIGHTS/42 U.S.C. § 1983	Inmate Death
CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide adequate dental provider
CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983 & 28 U.S.C. § 1367	PRO SE Inmate claims failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide medical treatment
CIVIL RIGHTS/42 U.S.C. § 1983	Inmate Death
CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims fauilre to provide adequate care
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CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983 & 28 U.S.C. § 1367	PRO SE Inmate claims failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983	DISMISSED March 20, 2018/PRO SE Inmate claims failure to provide adequate care.
CIVIL RIGHTS/42 U.S.C. § 1983	DISMISSED March 14, 2018/PRO SE Inmate claimes failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide adequate care/Medical Negilgence
CIVIL RIGHTS/42 U.S.C. § 1983	Inmate claims Inadequate medical care/Cruel & Unusual punishment
CIVIL RIGHTS/42 U.S.C. § 1983	Inmate Death
CIVIL RIGHTS/42 U.S.C. § 1983 & 28 U.S.C. § 1343	PRO SE Inmate claims failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983	Inmate Death
CIVIL RIGHTS/42 U.S.C. § 1983	Inmate claims Inadequate medical care/Cruel & Unusual punishment
CIVIL RIGHTS/42 U.S.C. § 1983/DISTRICT Court	State filing (Tulsa Co), Inmate claims Negligence & Deliberate Indifference
CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide adequate care
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CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983	Inmates claims Deliberate Indifference to Medical need
CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide adequate care/DISMISSED Voluntarily
CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983	PRO SE Inmate claims failure to provide adequate care/Deliberate Indifference
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CIVIL RIGHTS/42 U.S.C. § 1983	Inmate claims failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983	Inmate claims failure to provide adequate care
CIVIL RIGHTS/42 U.S.C. § 1983	Inmate claims Deliberate Indifference to Medical need
INJUNCTION/RESTRAINING ORDER	Inmate claims failure to provide adequate care







# COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

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19 NE 50<sup>th</sup> Street Oklahoma City, OK 73105 (405) 516-0276 www.turnkeyhealthclinics.com



March 12, 2018

Oklahoma County Central Purchasing Department **Attention: Jane Gaston** 320 Robert S. Kerr, Suite 117 Oklahoma City, OK 73102

RE: RFP #11804018 - Comprehensive Inmate Healthcare Services for OCDC

Dear Ms. Gaston and Members of the Evaluation Committee:

Turn Key Health Clinics, LLC (Turn Key) was founded as a way to give back to the law enforcement agencies who protect our friends, family and fellow citizens in our communities. As an Oklahoma City organization, we thank each of you for your contribution to making Oklahoma County a safer place to live and work.

Turn Key Health Clinics has become *the trusted source* for Oklahoma agencies seeking professional inmate health services at an affordable cost. Our regional, client focused approach has allowed us to become *the largest jail health provider in Oklahoma, both in the number of Sheriff's Offices and the number of inmates served.* Turn Key currently provides health services at *twenty-seven county detention facilities in Oklahoma* who detain more than 7,000 Oklahoma inmates.

As locals, Turn Key understands the challenges Oklahoma County faces with providing exceptional levels of service to the inmate population for a reasonable cost, especially considering the tight budgetary climate in recent years. Therefore, we are honored to present the following proposal that highlights why Turn Key's approach makes it the most qualified organization to provide inmate health services at the Oklahoma County Detention Center for a reasonable cost and reduced liability exposure. Turn Key has delivered on our promise at all 36 (27 in Oklahoma) operations in which we serve. With our corporate office less than 10 minutes from the Detention Center, Turn Key's commitment to success in our home county cannot be matched by any competitor. Should concerns ever arise, Oklahoma County can be assured Turn Key will have executive leadership with full decision-making authority respond to the facility within minutes to ensure an appropriate resolution. This is a guarantee that cannot be matched by our out-of-state counterparts. We have never failed to uphold our commitment to any of our clients, and Oklahoma County can rest assure our home county will never be the first.

Our corporate leadership team is composed of industry experts who have spent the majority of their careers working within the secured walls of correctional facilities, including the Oklahoma County Detention Center. With the competing pressures, responsibilities, and time con-

straints our law enforcement counterparts face on a daily basis, we realize your time is extremely valuable. Our out-of-state competitors are likely to submit elaborate proposals with repetitive "cookie cutter" language. Not only are these products of wasted taxpayer funding, but they also require multiple days for the committee to review. *Therefore, we have kept our proposal concise, to the point, and responsive to the RFP requirements.* Our Technical Proposal highlights Turn Key's history, our qualifications and advantages, our staffing models, our litigation record, and our acknowledgements to the requirements of the RFP. As instructed, we have provided a separate Business Proposal, which details the cost containment strategies of our program and our pricing structure. Some of our program details and concepts are included in both proposal volumes to ensure the appropriate members of the review committee have access to review this information.

We are confident that after reviewing our proposal and speaking with our clients you will agree that our program is the best choice for Oklahoma County due to our:

- ✓ Oklahoma City base and regional focus
- ✓ Partnerships with multiple Oklahoma based partners
- ✓ Knowledge and experience with 27 Oklahoma jails
- ✓ Up-to-date comprehension of Oklahoma laws
- Experience and knowledge of the OCDC operation
- ✓ 100% commitment to client satisfaction
- Responsive, experienced leaders
- ✓ Enhanced site-level staffing models
- ✓ Proven local recruitment capabilities
- ✓ Access to supplemental personnel (including multiple regional float nurses)
- ✓ Enhanced on-site programs / Reduced requirement for off-site services
- ✓ Excellent working relationship with CorEMR and Diamond Pharmacy
- ✓ Cost containment systems that will reduce the overall financial burden on the County
- ✓ Affordable program fees

Once again, thank you for your commitment to our citizens of Oklahoma County. We look forward to your response.

Sincerely,

Flint Junod

Chief Executive Officer Turn Key Health Clinics

fjunod@turnkeyhealthclinics.com

405-537-7954





### VOLUME II TECHNICAL PROPOSAL

For

RFP #11804018

### **COMPREHENSIVE INMATE HEALTH SERVICES**

for the

# OKLAHOMA COUNTY DENTENTION CENTER OKLAHOMA COUNTY SHERIFF'S OFFICE



MARCH 14, 2018 9 A.M. CST





### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

### SECTION I – HISTORY AND EXECUTIVE SUMMARY

Turn Key Health Clinics, LLC. (Turn Key) is honored to present our program to the leaders of Oklahoma County and the Oklahoma County Sheriff's Office. We know that the selection of a company to provide health services to the inmate population is a decision your agency does not take lightly. Turn Key commends Oklahoma County for seeking a partnership with an organization that mirrors your commitment to enhancing your agency's

operation, while acknowledging the financial constraints of a limited budget. As an Oklahoma City based. regional focused correctional health company, Turn Key is positioned to provide an enhanced level of services

"The level of local support your team provides is something that Tulsa County has never experienced with the previous national providers. Your local approach has truly helped to enhance the level of professionalism portrayed from our organization to the citizens of Tulsa County."

- Sheriff Vic Regalado, Tulsa County, Oklahoma

within a reasonable budget unmatched by anyone in our industry. Our prospective clients frequently ask how we are able to accomplish this. Our answer is simple. As a locally based organization, we do not incur the excessive costs associated with national marketing campaigns, elaborate proposal development teams, long distance travel expenses, and excessive overhead. This ultimately allows us to invest resources where they are best spent and most needed, at the facility, and provide these services at an affordable price.

Turn Key is the only correctional healthcare company based in Oklahoma. We are exclusively dedicated to serving the law enforcement agencies in the Oklahoma – Arkansas region. In, 2009, the newly elected Cleveland County Sheriff sought a professional inmate health program for the new 550-bed Detention Center in Norman, Oklahoma. The Sheriff met with a number of large, national correctional health providers. However, none of those





### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

organizations could offer the level of local support and commitment he desired in a partnership. The Sheriff decided to contact Sooner Medical Staffing, Turn Key's sister company under common ownership. At the time, Sooner Medical had established a remarkable reputation for client satisfaction, which ultimately resulted in receiving the **Best** of **the Best** award for medical staffing from **Oklahoma Magazine** three years in a row. With a rooted respect for the men and women of law enforcement, the decision for Sooner's owners to step up to the Cleveland County Sheriff's challenge did not require much consideration, and Turn Key Health Clinics was formed.

From the beginning, Turn Key's vision has been to enhance the delivery of healthcare at local correctional facilities while controlling the program's financial burdens on the citizens of the community. Our clients often express that the dedication required for a long-term, successful partnership with a healthcare company is something they have not seen on a national level, but instead by a local approach. Therefore, Turn Key has committed to not pursue every contract throughout the United States as the opportunities arise. Rather, our focus continues to be of service to the communities within the region in which we live.

By the end of 2015, our successful model of services had expanded throughout Oklahoma, and a number of law enforcement agencies in adjacent states began to take notice. After serious debate and consideration, Turn Key's leaders made the decision to expand our services to neighboring law enforcement agencies in Arkansas and Kansas, because it fit our regional approach.

Today, we are honored to serve <u>twenty-seven</u> county detention facilities in Oklahoma, <u>eight</u> facilities in Arkansas, and one operation in Kansas just across the Oklahoma/Kansas state line. A comprehensive list of our clients can be reviewed under ATTACHMENT A of our proposal. We are confident we are positioned to provide the same enhanced level of service and commitment to the Oklahoma County Detention Center.

During the pre-bid conference on February 13, 2018, Sheriff Taylor shared his vision of taking the Oklahoma County Sheriff's Office to a higher level by implementing a change in

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### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

culture. In 2016, Sheriff Vic Regalado faced a similar challenge in Tulsa County. As part of his initiative to change the culture of his Sheriff's Office, the decision was made to replace a large, national inmate health provider with Turn Key Health Clinics. Today, Sheriff Regalado is one of Turn Key's biggest supporters (letter of appreciation in ATTACHMENT B). We assure the leaders of the Oklahoma County Sheriff's Office that our commitment to success has never had higher stakes than the need to succeed in our own home county. We anticipate once you have reviewed our proposal and visited with our clients, you will agree that Turn Key is the organization positioned to assist Sheriff Taylor in his mission to take the Oklahoma County Detention Center to a higher level. Our proposal will demonstrate how our commitment to Oklahoma is unrivaled by any of our competitors and why thirty-six detention facilities in the Oklahoma – Arkansas region have already partnered with Turn Key Health Clinics to provide their inmate health services.

Turn Key understands the financial constraints our clients deal with on a daily basis. As local taxpayers, we know the value of every dollar allocated to Oklahoma County's operational budget. Many of our competitors employ professional writers missioned with composing lengthy proposals that mostly consist of "Cut and Paste – Cookie Cutter" language. Our Directors, who are personally invested in our day-to-day operations, personally develop every Turn Key proposal. We understand that the proposal review committee members have numerous responsibilities competing for their time. Therefore, our proposal gets straight to the point. If Oklahoma County desires a partnership with an organization whose record reflects the ability to deliver on promises, then we are confident Turn Key is the best fit for the Oklahoma County Detention Center. We assure Oklahoma County that we cannot afford to fail in our home county.

The sections that follow provide details of our qualifications, highlights the advantages of choosing Turn Key, provides affirmative acknowledgements to each requirement of the RFP, as instructed, details our staffing plan, and summarizes our litigation history. Our **Business Proposal** has been included under separate cover in accordance with the instructions of the RFP.

**REQUIRED BID FORMS:** The completed bid forms required by the RFP are included under **ATTACHMENT C.** 

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### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

# SECTION II – TURN KEYS ADVANTAGES AND QUALIFICATIONS

With our *corporate office less than 10 minutes away* from the Oklahoma County Detention Center and every member of our executive leadership team residing within minutes of the detention center, Turn Key is positioned to provide a level of support for the Oklahoma County Sheriff's Office that is unmatched by any of our competitors.

Turn Key is committed to establishing long term, collaborative relationships with our clients. Our leaders spend a significant portion of their lives providing on-site support to our programs and to your clients. We have yet to see our level of commitment and partnership philosophy replicated on the national level, which is why we have made the decision to remain a regional provider. Today, *Turn Key partners with more Sheriffs' Offices in Oklahoma and provides health services to more Oklahoma inmates than any company in our industry.* 

Turn Key meets or exceeds every Intent, Criteria, and Qualification as defined in the Oklahoma County RFP. In the discussions that follow, we highlight Turn Key's extensive qualifications and the meaningful advantages that make us the best choice to provide comprehensive inmate health services at the Oklahoma County Detention Center.

#### 2.1. Oklahoma Invested

Turn Key was established to give back to our Oklahoma law enforcement agencies. *Our program has been chosen to replace the services of a large, national correctional health company 17 times. In contrast, we have never lost a single client to a national competitor.* This confirms that the dedication we provide to our Oklahoma clients is unmatched by any of our national competitors. In the correctional industry, events may occur that require immediate attention. When they do, out-of-state correctional health companies are required to identify potentially available corporate personnel, adjust corporate schedules, and coordinate emergency travel and lodging to address these

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### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

situations. Turn Key has local leadership and access to hundreds of local health professionals prepared to respond immediately to any situation at any of our operations. With our Chief Medical Officer, our Vice President of Operations, and three of our four Directors residing in the Oklahoma City metro, Turn Key is positioned to have executive level leadership respond to any situation at the Oklahoma County Detention Center within minutes of notification should the need arise.

- When the Sheriff of Cleveland County called with time sensitive information on a high profile inmate, one of our Directors reported to the facility within 20 minutes, in the middle of the night, to ensure appropriate protocols were being followed.
- When Sheriff Shannon Smith of Seminole County called regarding a staffing concern, our CEO, responded and resolved the concern immediately.
- When the Tulsa County IT department needed immediate assistance with network functionality, one of our Directors was on-site the same day to find a resolution.
- When our site personnel notified our CEO of a critical event in Garfield County, he immediately called the Sheriff to assure our Vice President of Operations was on her way to evaluate the situation.
- When we were made aware of a potential conflict with off-site service coordination in Grady County, one of our Directors cleared his schedule for the rest of the day, drove to Chickasha, and ensured the situation was resolved before he left the facility.

These are only a few examples that demonstrate Turn Key's commitment to our clients. Unlike some of our competitors, Turn Key does not make promises that by implementing our program every potential issue surrounding the medical program will instantly go away. In the correctional industry, we know situations will occur. However, our local focus allows us to respond to these situations immediately. No other correctional health company submitting proposals for comprehensive health services can match this level of immediate response for Oklahoma County.

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## COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

Turn Key strongly supports the concept of keeping our tax dollar resources local. This is why we partner with a number of other Oklahoma-based organizations to provide ancillary services. Not only do these local partnerships demonstrate our commitment to keep tax dollars local whenever possible, but they also facilitate enhanced patient care and client satisfaction. Like Turn Key, their local reputation is vital to their continued success. Some of the Oklahoma based organizations we intend to partner with for our Oklahoma County Detention Center program are:

- Oklahoma University Department of Psychiatry and Behavioral Health Services With OU's psychiatry residency program just blocks away from the Oklahoma County Detention Center, there are a number of untapped partnership opportunities that Turn Key believes would take the program at OCDC to a higher level professionally. In Section 2.11 of our proposal, we expand further on a proposed partnership with the University of Oklahoma.
- Diagnostic Laboratories of Oklahoma (DLO) DLO provides laboratory services
  throughout Oklahoma. Their local establishment ensures competitive pricing. It also
  enhances the quality of patient care by reducing the potential for jeopardized lab
  specimens due to shipping procedures or delays in processing by out-of-state
  laboratories.
- **Sooner Medical Companies** Sooner Medical is also an Oklahoma City based supplemental medical staffing company with shared ownership interest to Turn Key. Turn Key's program at OCDC will benefit by having access to a number of supplemental medical personnel should the need arise.
- **Enviromed** Turn Key has established a strong relationship with Enviromed, a medical waste disposal company in Edmond, Oklahoma. Enviromed provides professional, timely, and cost effective services for our programs.
- Paycom Turn Key has also partnered with Paycom, another organization based in Oklahoma City. Paycom's cloud-based program helps to simplify our new-hire, time keeping, and payroll process. Their streamline system also helps to improve employee





### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

satisfaction, which ultimately allows our employees to focus their attention on patient care while at the facility.

### 2.2. Involvement in Our Oklahoma Community

In addition to our responsive local leaders, our access to hundreds of local health professionals, and our local partnerships with Oklahoma based entities, Turn Key is very vested in the overall well being of our Oklahoma communities. Every member of Turn Key's executive team lives in Oklahoma. The majority of them are in the Oklahoma City Metro. Therefore, we are very involved in giving back to the communities in which we live to provide for a better Oklahoma future. **Our team's charitable and community involvement includes:** 

- ✓ Fostering children in the custody of the Oklahoma DHS system
- ✓ Fields and Futures Foundation leadership
- ✓ Lawyers for Children volunteer
- ✓ Special Olympics volunteer
- ✓ Teen Challenge supporters
- ✓ Compassionate Hands of Yukon volunteer
- ✓ Central Oklahoma Humane Society supporters
- ✓ YMCA/YWCA volunteers and coaches
- ✓ EARC and Special Care volunteer
- ✓ Lyric Theatre Thelma Gaylord Academy volunteer
- ✓ Oklahoma Children's Theatre volunteer
- ✓ Allied Arts membership
- ✓ Oklahoma City Jesus House Ministries volunteers
- ✓ Courage of Grace Ministries Director
- ✓ TheStreet Homeless Ministries Director
- ✓ Young Presidents Organization membership
- ✓ Greater OKC Chamber of Commerce memberships
- ✓ Fight Night OKC membership
- ✓ Downtown Club membership

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### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

✓ Numerous other Oklahoma community and faith based contributions

Ultimately, our family and friends benefit when the highest level of services is provided to any organization in our community. For this reason, we approach our proposed program for the Oklahoma County Detention Center with utmost commitment. Failing with this partnership would not only be detrimental to our business, but to our friends, family, and community as well.

#### 2.3. Experienced Executive Leadership

Turn Key has the most experienced, *hands-on*, correctional health team in our region. Where national companies frequently present impressive leadership teams that may play a

role from а distant corporate office or in the project's initial start-up, Turn Key's experienced team will frequently be on-site at the Oklahoma County Detention Center program throughout the duration of our contract. Further. two of our executive leaders have

"Your leadership team has implemented a professional onsite program, and you have lived up to your commitment to resolve any potential concern immediately as they were presented."

- Sheriff Doc Holladay, Pulaski County, Arkansas

prior experience with the Oklahoma County Detention Center. Flint Junod, CEO, served as a Health Services Administrator, a Regional Manager, and a Regional Vice President that oversaw the delivery of care at Oklahoma County Detention Center from 2012-2014. Jane Kirby, RN, Vice President of Operations, also has experience with the OCDC operation from when serving as a Clinical Compliance Coordinator for the Oklahoma Department of Corrections. Resumes for the corporate leadership team that will oversee the Oklahoma County Detention Center program are provided under ATTACHMENT D of our proposal. Their brief professional profiles follow:





### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

#### Flint Junod, CEO:

- ✓ More than 12 years of correctional health leadership experience
- √ 7 years of direct on-site health administration experience
  - 2 years at the Oklahoma County Detention Center
- ✓ Vast accreditation/inspection experience (NCCHC, ACA, USM, ICE, State, etc.)
- ✓ Administered 5 different NCCHC/ACA accredited programs
- ✓ Certified Correctional Health Professional (CCHP) with NCCHC since 2009
- ✓ Administered programs in facilities as large as 2,500 inmates
- ✓ Oklahoma resident

#### William Cooper, DO, Chief Medical Officer:

- ✓ 25+ years of medical practice
- ✓ More than 18 years of correctional health experience
- ✓ Previous Chief Medical Officer for the Oklahoma DOC
- ✓ Previously administered a medical system for 50,000+ prisoners
- √ 10+ years day-to-day on-site correctional clinical practice
- ✓ Vast ACA accreditation experience
- ✓ Oklahoma City resident

#### Jane Kirby, RN, Vice President Clinical Operations:

- ✓ 20+ years as a Registered Nurse
- ✓ More than 12 years of correctional health experience
- ✓ Previous Compliance Coordinator for the Oklahoma DOC
  - Performed numerous audits and reviews at OCDC
- ✓ Previously responsible for the Quality Assurance Program in a 50,000+ prisoners system
- ✓ 7+ years day-to-day on-site correctional management experience
- ✓ Vast ACA accreditation experience
- ✓ Oklahoma City resident

#### Jesse White, J.D., Chief Financial Officer

- ✓ 9+ years of correctional health management
- ✓ 11+ years of healthcare CFO experience

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# TURN KEY HEALTH



### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

- √ 13+ years healthcare law experience
- ✓ Oklahoma County resident

#### Rhett Burnett, Risk Management Coordinator, Client Liaison

- ✓ 36+ years of law enforcement experience
- ✓ 12+ years of District Attorney criminal investigation experience
- ✓ 9+ years of experience as an Undersheriff
- ✓ 10+ years of risk management experience
- ✓ Oklahoma City metro resident

#### Jon Echols, J.D., Director of Operational Support, Legal Support:

- ✓ 9+ years of correctional health management
- ✓ 13+ years healthcare law experience
- ✓ Oklahoma City metro resident

#### **Trent Smith, Director of Operational Support, Recruitment:**

- ✓ 9+ years of correctional health management
- ✓ 11+ years of medical recruitment and staffing experience
- ✓ Oklahoma City metro resident

### 2.4. Professional Recruitment and Personnel Management

With 27 current Oklahoma operations and additional support from our sister medical company under common ownership (Sooner Medical Companies), Turn Key has access to hundreds of health professionals in our Oklahoma network, many who are currently located in the Oklahoma City metro. *Our program has recruited more health personnel in Oklahoma than any correctional health company in the industry.* With such an emphasis on local recruitment efforts, Turn Key has established an exemplary reputation of providing dependable, professional personnel.

Almost all correctional health companies utilize conventional recruitment tools such as advertising on Indeed.com, Linkedin.com, or Facebook to hire health personnel. Turn Key utilizes these tools as well. However, these tools barely scratch the surface of what is

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### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

required to establish an effective recruiting program. These tools generally only provide candidates who have recently terminated a position or are seeking a career change. Although we have recruited a number of professional team members through these tools, most top-level professionals are in stable positions in which they are not seeking employment through online job postings.

Prior to bidding the Tulsa County project at David L. Moss, Turn Key was aware that the Health Services Administrator, the Mental Health Administrator, and the Psychiatrist position were three major areas of the program that had experienced high turnover. It is all but impossible to stabilize a health program without securing these three positions longterm. Turn Key was able to recruit a HSA with more than 13 years of administrative experience with the Oklahoma DOC, a psychiatrist with years of forensic experience and a successful private practice, and a psychologist with extensive correctional experience with Oklahoma DOC and the Juvenile Justice system to serve in these critical leadership positions before we were even awarded the contract. All three of these leaders are still providing excellent services for Turn Key at the facility today. It is important to note that none of these professionals were entertaining a career change when we started recruiting them. Further, not one of them had ever been contacted by Armor to fill these critical positions in Tulsa or for similar positions that had been vacant in Oklahoma County. Our proven ability to convince professionals to leave lucrative positions and join our team demonstrates how our approach to recruitment at a local level far exceeds the capabilities of our national competitors.

We are aware that Oklahoma County may have experienced higher than normal turnover rates with key health services leadership positions. Should Turn Key be awarded the contract, we will interview the current individuals occupying key positions at the OCDC. In the event these key positions should they need to be filled by new professionals, Turn Key has already begun recruiting efforts. However, since we intend to interview the current administrative team and retain any qualified candidates, we have not submitted resumes for possible replacement candidates. Should a key position need to be filled on a temporary basis, we have several local leaders who can assume the role until a permanent candidate is identified. Resumes for our corporate leaders are included in *ATTACHMENT D*.



### TURN KEY HEALTH



### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

In addition to our successful site-level recruitment record, Turn Key has also recruited some of the correctional industry's top administrative and clinical leaders. professionals include but are not limited to: Flint Junod (CEO), a former Vice President for a large national correctional health company; William Cooper (CMO), the former Chief Medical Officer for the Oklahoma DOC; Jane Kirby (VP of Operations), the former Compliance and Developmental Coordinator for the Oklahoma DOC, and Rhett Burnett (Risk Management/Client Liaison), a former Undersheriff and DA investigator. All of these professionals left well-established, lucrative positions to join Turn Key because they believed in our vision and program philosophy.

Turn Key is proud of our ability to retain existing site personnel when we transition services to our program. During each transition, we interview the existing health team and extend offers of continued employment to those who meet our qualifications. We have had tremendous success in retaining existing personnel and recruiting supplemental personnel that were needed prior to contract initiation. In addition to regular on-site personnel, Turn Key employs a number of float nurses who cover operations in times of vacancies, illnesses, vacations, or nursing shortages. We currently employ three Oklahoma specific full-time float nurses and two regional nurses assigned specifically to support our *Oklahoma operations in times of needs.* In addition, we receive tremendous support from Sooner Medical Companies, our sister companies under common ownership. Our Sooner Medical Companies have earned such a positive reputation that they have been contacted by our competitors on multiple occasions to assist with their staffing needs. Unfortunately, Sooner had to decline due to the conflict of interest.

Turn Key employs appropriately licensed and certified personnel for our operations. Potential employees for Oklahoma County will be required to present proof of an active Oklahoma license and current CPR/AED certification upon application. We do not make offers of employment until an applicant's credentials have been verified to be current and in good standings with their specific regulatory board. Turn Key also monitors certifications on a monthly basis to ensure lapses do not occur. The verifications of employee credentials are accessible at the site level through our online verification program. OCSO administration will have access to review these certifications at anytime, upon request. Turn Key also understands that, due to the sensitive nature of a detention center's





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operation, OCSO will also perform a background check on all prospective Turn Key employees for the facility and that continued employment at the facility will be predicated upon a continuation of security clearance.

The current health personnel at the facility will receive preference in the hiring process as long as they pass our credentialing and interview process. Those individuals who receive offers of continued employment can expect comparable pay, and in most cases, a pay increase. However, if the any of the existing personnel choose not to continue employment with Turn Key, or if the County prefers Turn Key to seek a fresh clinical approach, we will have professional personnel ready to work from the very first day of our contract.

Turn Key believes in offering our clients comprehensive, yet cost-effective staffing models for their facilities. Our models are not designed to drive up contractual costs by proposing excessive or unwarranted levels of personnel. We have thoroughly reviewed the requirements of the RFP and the current contract and have provided two proposed staffing model options in **SECTION III.** Our **Business Proposal** provides a detailed summary of the difference in the two options. We are confident either model will allow us to provide enhanced levels of services for the Oklahoma County Detention Center at a reasonable cost.

#### 2.5. Orientation

New personnel will complete Turn Key's comprehensive orientation program that exceeds the standards of NCCHC, ACA and Oklahoma Jail Standards and the requirements of the RFP. Members of our leadership team will proctor the orientation in compliance with Turn Key's Orientation Manual. The completion of each component of the orientation will be thoroughly documented on the Orientation Checklist (ATTACHMENT E) and filed with the employee's signed job description in the employee's personnel record. Any site-specific orientation will be added to the checklist to ensure all required training components are covered for both detention and healthcare operations. Employees will continue to receive periodic training on relevant security and health topics during monthly staff meetings and annual refresher sessions.





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### 2.6. Seamless Program Transition

Turn Key has transitioned services from large, national correctional health providers to our program at 17 of our 36 operations, including programs previously operated by CCS and Armor. In every instance, our clients have expressed their appreciation for providing enhanced services at a better value. The majority of our contracts have been transitioned within 30 days of award notification. When Turn Key was awarded the Rogers County contract in Oklahoma, we were asked to begin the project considerably ahead of the original schedule. Turn Key had personnel on-site within 8-hours of the Sheriff's request, and we had a fully functional 24/7, ACA based program operating in less than a week.

In the Fall of 2016, Turn Key was awarded contracts with Tulsa County, Oklahoma (1,800 beds) and Pulaski County, Arkansas (1,200 beds). Both programs were started on the same day, December 1<sup>st</sup>. With each transition period being less than 6 weeks and the Thanksgiving week just prior to the start date, Turn Key's leaders welcomed the challenge. We provided extensive corporate representation (including our owners) for each program throughout the transition period. Even with the requirement of implementing an electronic health record system at Pulaski County and transitioning the CorEMR system from Armor's version to ours in Tulsa County, the transitions went seamlessly on the very first

day of our contract without impacting patient care or disrupting the workflow either of We facility. have complete confidence in our ability to transition the program at OCDC without disruption on a short transition schedule. particularly given our proximity to the detention center and our prior experience

"When our previous medical provider (CCS) abruptly ended our contract, you all came in and took over without any added expense, delay, or interruption to our inmate medical services. The transition to your company was actually not even noticed, with the exception of the vast improvements made to our inmate medical services, contract administration, as well as your nursing supervision. Our former contract provider made no on-site visits at all."

- Director Don Jones, Kay County, Oklahoma





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transitioning a program from Oklahoma County's current vendor to ours.

However, we do believe fortune favors the prepared. In anticipation of a potential contract award, Turn Key has initiated our transition plan for the Oklahoma County project in advance. Although we intend to retain as many of the existing medical and mental health personnel as possible, we have initiated recruitment efforts in order to supplement the medical team should the need be required. In addition to recruiting professional personnel, Turn Key has taken numerous actions to ensure a smooth transition. We have already notified our professional liability insurance provider, our employee benefits provider, our ultrasound and x-ray provider, our laboratory provider, our primary pharmaceutical provider (Diamond), CorEMR, and a number of additional partners of our submission of our Oklahoma County proposal. These preemptive actions will allow us to concentrate more on critical transitional components, specifically personnel retention and orientation, should Turn Key be awarded the contract.

Our local presence ensures a multitude of corporate resources will be allocated to Oklahoma County throughout the transitional process. We have included the outline of our detailed transition plan format for your review under *ATTACHMENT F* of our proposal. Throughout the transition, we would provide regular updates of the transitional status to Sheriff Taylor, or his designee(s).

#### 2.7. On-Site Health Services

Proposals for the delivery of on-site services in our industry are where the national companies consistently utilize the creative writing of proposal writers to submit elaborate, often lengthy documents to describe the intricacies of their programs. In reality, we believe the effectiveness of on-site clinical services are achieved through three measures:

- 1. Providing appropriate, consistent levels of properly trained health personnel
- 2. Delivering services according to policies and procedures based on recognized standards (NCCHC, ACA, OJS)
- 3. Providing appropriate supervision and support from the corporate level

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Turn Key's program delivers on all three of these measures to facilitate comprehensive healthcare programs twenty-four hours a day, seven days a week. All of our personnel will be licensed and credentialed to work within the scope of practice in which they are assigned. Team members will be oriented to Oklahoma County's detention policies for facility operations and to Turn Key's policies and procedures for the delivery of health services in adherence to Oklahoma Jail Standards, NCCHC, ACA, the DOJ MOU, and community standards. Patient care will be documented in CorEMR in accordance with applicable laws and documentation guidelines.

Services will include, but not be limited to:

- ✓ 24 hours a day, 7 days a week on-site health services
- ✓ Timely initial health screenings, health appraisals, and examinations, as indicated
- ✓ Daily sick call triage with appropriate follow-up care, as indicated
- ✓ Appropriate provider (MD, DO, APRN, PA) clinical services
- ✓ Nursing services (RN, LPN, CMA)
- ✓ Enhanced mental health services (Psychiatry, MHP, Community Coordinator)
- ✓ Management of alcohol and/or drug withdrawal in a safe manner
- ✓ Chronic care and special needs management (diabetes, hypertension, seizure disorder, HIV, etc.)
- ✓ Segregation checks, as indicated
- ✓ On-site specialty services (dental, x-ray, ultrasound, lab, OB/GYN)
- ✓ Coordination of off-site specialty services (dialysis, ophthalmologist, etc.)
- ✓ Emergency response and stabilization throughout the facility
- ✓ ER and hospital coordination and utilization review services
- ✓ Continuity of therapeutic pharmaceutical treatment, as indicated
- ✓ Management of pharmaceutical services according to law
- ✓ Documentation of medication administration and other services in CorEMR
- ✓ Timely medical clearances for inmate workers
- ✓ Strict management of medical contraband (needles, syringes, scalpels, narcotics, etc.)
- ✓ Medical supply management
- ✓ Administration of personnel health programs (TB skin tests, etc)





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- ✓ Educational programs for inmates, health personnel, and detention personnel
- ✓ Discharge planning and community coordination
- ✓ Quality Assurance measures including administrative meetings
- ✓ Appropriate and timely communication with Oklahoma County administrative personnel

#### 2.8. MyHealth Network

Turn Key has joined the MyHealth Access network. By participating in the network, our providers have access to the medical records of more than 4,000 Oklahoma providers and clinicians. The coordination with MyHealth enhances the continuity of care for our patients by reducing delays in receiving community treatment records for our patients.

We propose to implement a full-time Community Health Coordinator for our program at the Oklahoma County Detention Center. This position will perform the functions of a traditional discharge planner; however, the focus will extend beyond the discharge process to include a more progressive role with enhanced community relations. The Community Health Coordinator will utilize the MyHealth network and other resources to coordinate community placements or diversion programs for the incarcerated population with serious medical and mental health conditions.

### 2.9. Existing CorEMR Partnership

Turn Key has an excellent working relationship with CorEMR, OCDC's current electronic

health record system provider. We plan to continue to utilize the CorEMR system to ensure complete and accurate documentation of the health services provided at the Oklahoma County Detention



Center. When we transitioned the health programs in Tulsa County, Oklahoma and Garland





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County, Arkansas, the outgoing vendors locked their versions of CorEMR at midnight the night of the transition. Turn Key's version of CorEMR was fully functional for our personnel by 12:01AM, without any interruption in patient care or disrupting the facility's workflow.

Our version of CorEMR will allow for site-specific adaptation at Oklahoma County, unlike the "company-wide" systems utilized by most national providers. We will adapt the forms and scheduling "triggers" of CorEMR to meet the unique needs of the Oklahoma County Detention Center based on our existing knowledge of the facility and the input of the facility's existing health personnel and detention administration.

We will also utilize the valuable statistical functions of CorEMR to collect and analyze statistical data for OCSO. Reports generated by Turn Key will be provided to detention administration on a regular basis and will be reviewed and discussed at the Medical Advisory Committee (MAC) meetings to identify any trends that may need further study.

We have provided a letter of intent from CorEMR to continue to utilize their system should Turn Key be awarded the contract in *ATTACHMENT G*.

### 2.10. NCCHC, ACA, and DOJ Expertise

Turn Key's policies and procedures are based on NCCHC and ACA standards. We are fully prepared to provide a correctional health program that ensures the continuation of NCCHC and ACA accreditation status at the Oklahoma County Detention Center. Turn Key's leadership team is composed of correctional health experts who have participated in the NCCHC and ACA accreditation process at numerous correctional facilities. Flint Junod, CEO, has maintained his Certified Correctional Health Professional (CCHP) status with NCCHC since 2009. *Mr. Junod was also the Health Services Administrator at the Oklahoma County Detention Center that lead the health services team through the initial NCCHC and ACA accreditation process.* He has extensive knowledge of the facility's layout and operation and will be personally involved with Turn Key's oversight of the program and accreditation process.





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The Turn Key team recently went through the NCCHC recertification process in September 2017 for the David L. Moss facility in Tulsa. We are also currently preparing Pulaski County, Arkansas and Garland County, Arkansas with obtaining NCCHC accreditation.

Our leadership team has led site operations through the accreditation process in the following facilities and systems:

#### Flint Junod, CEO, CCHP with NCCHC since 2009

Escambia County Jail – Restored facility's NCCHC status from probation - 2007 Santa Rosa County Jail – NCCHC reaccreditation - 2011 Oklahoma County Jail – Initial NCCHC and initial ACA accreditations - 2012 David L. Moss, Tulsa – NCCHC reaccreditation – 2014 and 2017

#### William Cooper, CMO

David L. Moss, Tulsa – NCCHC reaccreditation –2017 Oklahoma DOC – Multiple ACA Accreditations

#### Jane Kirby, VP Clinical Operations

David L. Moss, Tulsa – NCCHC reaccreditation – 2017 Oklahoma DOC – Multiple ACA Accreditations

Even with our vast experience in the accreditation process, we utilize independent correctional experts to assist with our accreditation preparations and reviews. The use of independently employed consultants allows for unbiased program reviews and ensures a realistic review of the program's effectiveness.

*In addition to our accreditation expertise, Turn Key's leadership has experience with DOJ oversight as well.* Flint Junod participated in multiple reviews from 2012-2014 at the Oklahoma County Detention Center. He also oversaw the health services program at the Escambia County Jail in Florida from 2007 to 2009, which also was monitored by the DOJ. Mr. Junod is versed with the Oklahoma County MOU and the expectations of the Department of Justice.

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### 2.11. Behavioral Health - Oklahoma University Department of Psychiatry

Turn Key has implemented successful psychiatry and behavioral health programs at several facilities throughout our network, including the new state-of-the-art behavioral health program at the David L. Moss Criminal Justice Center in Tulsa. We are confident in our ability to implement a successful behavioral health program at the Oklahoma County Detention Center. However, we would like to propose an innovative approach that we believe could be beneficial to the entire Oklahoma County community.

Our leadership team has met with Dr. Britta Ostermeyer, OU's Chairman of Psychiatry and Behavioral Health Sciences, and Dr. Charles Dukes, OU's Psychiatry Residency Director, on a number of occasions to explore several collaborative opportunities throughout the state. From these meetings, we have determined that the OU Department of Psychiatry shares Turn Key's vision to improve the delivery of health services to the Oklahoma County community as a whole, which of course includes the services provided at the Oklahoma County Detention Center.

OU's Department of Psychiatry continues to enhance and expand their behavioral health programs in many ways. Since several members of their department have extensive experience and interest with the subspecialty of Forensic Psychiatry, OU has a heightened interest in expanding their residency program to include an expansion of their forensic training.

As a result, we would like to propose the option of a partnership between Turn Key and OU's Department of Psychiatry and Behavioral Health Sciences to administer the behavioral health program at the Oklahoma Detention Center. Under this partnership, OU would provide approximately 7 FTEs composed of psychiatrists, residents, and licensed mental health counselors. This partnership has the potential to benefit OUs residency program as well as the Oklahoma County community at large in a number of ways, including: creating additional training opportunities for existing OU resident physicians, attracting additional candidates to OU's local residency program in Oklahoma City, incentivizing more certified Psychiatrist in Oklahoma to stay in Oklahoma to help meet the ever growing mental health needs in our State, and the ability to further understand a unique population's needs as they





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transition in and out of various services in the community.

This partnership would also provide a number of advantages directly to the Oklahoma County Detention Center. The benefits would include, but are not limited to:

- 1. The opportunity to retain existing behavioral health personnel at the facility if the County is pleased with their performance.
- 2. Additional behavioral health services would be available to treat the mental health population without increasing costs.
- 3. Expansive oversight by a number of psychiatrists with forensic backgrounds.
- 4. The elimination of extended periods with psychiatry and mental health counselor vacancies.
- 5. The reduction of constant program turnover by assigning committed personnel to the OCDC operation.
- 6. Enhanced continuity of care plans upon inmate admission and additional options for discharge planning.
- 7. Opportunities to conduct local studies that could impact the facility's recidivism rate.
- 8. Highlights OCSO's commitment to addressing Oklahoma's mental health services deficiencies by partnering with community providers.

As mentioned, Turn Key is willing to implement either our traditional internal model, or the proposed enhanced partnership with the University of Oklahoma. We have included Oklahoma University's letter of interest in *ATTACHMENT H*.

#### 2.12. Adherence to Oklahoma Statutes

With 27 Oklahoma operations, Turn Key is well versed in the Oklahoma Statutes that impact a facility's responsibilities in providing health services to the inmate population, specifically **OS 19-746**, the statute that regulates and limits the financial liability on the County for hospital related services. *Oklahoma Statutes are reviewed and revised every year. Many of our national competitors research local statutes when they start providing services in a new state. However, they do not always continue to monitor changes to the statutes in* 

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the years after they have established their presence. This lack of attentiveness can be extremely costly to clients. As Oklahoma residents, we continuously monitor changes to Oklahoma Laws and we support the Oklahoma Sheriff's Association's efforts to pass legislation that is law enforcement friendly. Upon the initiation of every contract, we meet with our clients to ensure they have an up-to-date interpretation of the laws that impact inmate health services.

### 2.13. Cost Containment Opportunities

As Oklahoma residents, we are well aware of the challenges our clients face with resource accountability. Therefore, we try to use our resources in ways that are most beneficial to our site programs. This approach allows us to exceed expectations while offering our clients a fair price for services.

The immediate financial impact Oklahoma County will realize when partnering with Turn Key is a significant reduction in their base contract cost. Of our thirty-six clients, **Turn Key has replaced large, national correctional health companies (including Armor and CCS)** *seventeen* times. In every case, our clients rate our services as a better value when compared to their previous provider. Prospective clients frequently ask how we are able to enhance services and reduce costs. Our answer is simple. As a local provider, we do not allocate excessive resources to cross-county travel expenses, unwarranted corporate overhead, and the generation of elaborate proposals and national marketing schemes. Instead, we choose to invest our resources in our existing programs by providing competitive compensation and by providing our programs with the resources and support they need to succeed. We believe the best marketing platform is the testimony of satisfied clients. Our competitors also express doubt that a provider can significantly enhance health services program while reducing overall costs. While this may not be a realistic possibility for them, we have consistently accomplished this feat through our local and regional approach.

In addition to the costs savings associated with our reduced base contract price, we help our clients control their costs by utilizing bulk purchasing, by regularly negotiating with our





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suppliers and subcontractors, by enhancing and managing the on-site services appropriately, by including specialty services in our base contract fee, by managing off-site services utilization at a local level, and by refraining from charging excessive contract renewal fees.

1) Pharmaceutical Services – Turn Key has established exceptional working relationships with Diamond Pharmacy, the current pharmaceutical vendor at the OCDC. Although we intend to utilize the same pharmaceutical provider, we believe we can reduce the burden of pharmaceutical costs for Oklahoma County. Our acquisition cost arrangement is unique and unlike many of our national level competitors. National healthcare providers tend to negotiate pharmaceutical agreements largely based on a facility's population. This simplifies the budgeting process for the healthcare company by eliminating the need to shop medication prices in different regions of the country, especially when the company provides services throughout the country. This approach usually benefits the company, but not always the client – especially when an Aggregate CAP on pharmaceuticals eliminates the need for a company to monitor financial exposure risks.

Turn Key's approach includes frequently shopping medication prices and purchasing medications based on an arrangement that is beneficial to both our clients and us. We have yet to see where the facility population model used by many of the large, national companies are more cost effective than the pricing models we have established with our various pharmaceutical providers. Although we have used an Aggregate CAP pricing model for our proposal for ease of proposal comparison, we are so confident in our pharmacy program that we are willing to negotiate an alternative contract model that would require Turn Key to assume the full risk of pharmaceutical costs of the majority of the medications prescribed at OCDC.

2) Specialty Services – Turn Key will maximize on-site specialty services (lab, x-ray, ultrasound, OB/GYN services) capabilities at the facility to reduce the risks and costs associated with off-site transport. Under the current contract with Armor, these expenses are applied to the Aggregate CAP. In contrast, Turn Key will assume financial responsibility for these costs as part of our base contract. *This could easily reduce the County's Aggregate CAP exposure by more than \$250,000 per year.* 



### TURN KEY HEALTH



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3) Off-site Services and Utilization Management - Most correctional health companies present lengthy proposals with elaborate concepts of their plan to reduce off-site costs. But, how often do these companies actually deliver on the elaborate programs presented by their proposal writers? Has Oklahoma County's current provider delivered on its promise to control the cost of off-site services, or have offsite costs continued to increase over the years? Do the other out-of-state companies have the proven record that can verify their ability to control off-site costs at other accounts in Oklahoma - especially considering Oklahoma's unique, ever-changing laws? These are all questions we are sure Oklahoma County will address during the proposal review process. However, Oklahoma County can be assured Turn Key has a proven record to deliver on our promise to reduce the financial burden of off-site services for our Oklahoma clients.

It all starts with a strong understanding of Oklahoma law. As a local provider to twenty-seven counties in Oklahoma, we stay up-to-date with current Statutes that impact local detention facilities and continue to support the Oklahoma Sheriff's Association's initiatives to fight for law enforcement friendly legislation. In addition, we frequently meet with local hospitals that provide off-site care to ensure they comprehend the statutes and to maintain strong working relationships. Not only has our innovative system reduced costs significantly for our clients, but it has also strengthened their relationships with community providers by utilizing a local partnership approach. Strong relationships with community hospitals reduce the potential for litigation between our clients and local hospitals, ultimately further reducing unwarranted costs in the future.

Enhancing the on-site programs at the facilities we serve also reduces the burden of off-site costs. When Turn Key began services in Tulsa County, we enhanced the onsite medical program immediately. Not only did we fill the existing personnel vacancies, but we also increased provider coverage including consistent seven day a week, on-site provider (physician/ARNP) coverage. This enhancement ensured that a provider would manage the infirmary and complicated patient cases on the weekends, when bookings of inmates with serious medical conditions are the





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#### highest.

We have also found the management of off-site care is best overseen at a local level by personnel with greater knowledge of the inmate's condition. Turn Key's proposal enhances the current on-site program by including a full-time site level Utilization Manager to manage off-site services. Our corporate office will provide an appropriate level of support to this individual, but a site level emphasis has proven to be effective because it fosters a personal investment by an on-site utilization manager without the need to depend on a remote corporate representative with little to no knowledge of the inmate's condition.

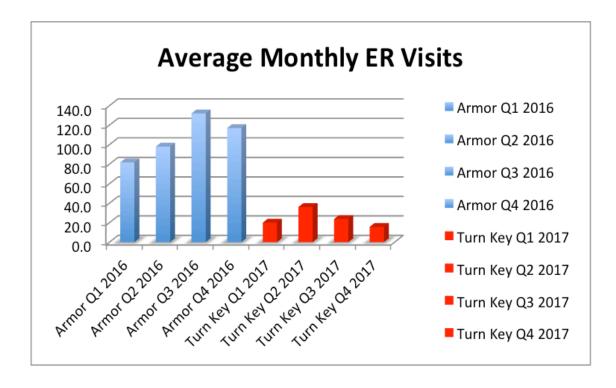
Turn Key has concrete evidence of how our program has dramatically reduced unwarranted off-site costs at a facility just up the road from Oklahoma City. According to facility statistics, *Tulsa County experienced a 77% reduction in monthly Emergency Room transfers and a 35% reduction in monthly hospitals days* within the first few months of Turn Key replacing Armor's program at the facility. To further highlight our success, *we are anticipating being \$40,000.00 under the Aggregate CAP for calendar year 2017. This will be the first time off-site service costs in Tulsa will be under the Aggregate CAP in at least 4 years.* 

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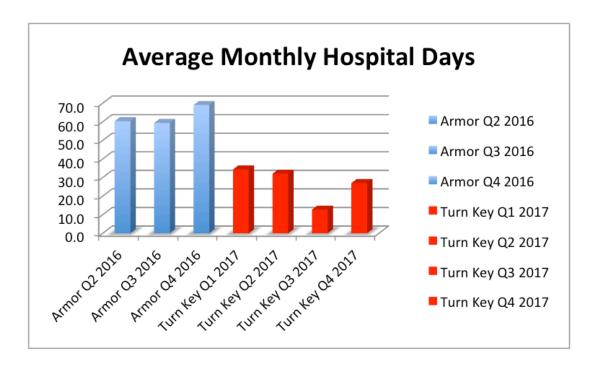


By enhancing the on-site programs and implementing a more robust 7-day a week program, Turn Key reduced the number of off-site ER trips by more than 77% in Tulsa County within months of transitioning the program. In addition to the cost savings resulting from the reduced number of hospital claims, the County experienced additional costs savings due to the reduced need for off-site security personnel. On average, TCSO was able to reallocate an average of 81 man-hours per month to other security functions as opposed to ER security duty. Even with a conservative estimate of 4 hours per ER trip and \$25.00 per hour per officer, our program created \$97,000.00 of ER security pay that was either eliminated or able to be reallocated to other critical security functions.





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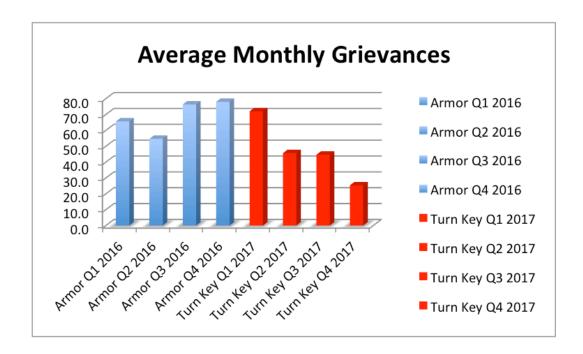


In addition to reducing ER trips, Turn Key's program also dramatically reduced the number of hospital days in Tulsa County by more than 35%. Once again, this provided significant cost savings in the number of hospital claims to be reimbursed. However, the additional savings associated by the reduced need for security presence was even greater than the reduction of ER trips. Using the same estimated hourly rate for security personnel, we estimate that our program resulted in a reduction or reallocation of hospital security pay of at least \$150,000.00 in 2017 when compared to Armor's record the previous year.





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Our competitors could claim that our reduction of off-site services in Tulsa County does not necessary indicate an improvement of on-site care. Fortunately, there are several indicators to support our record. Two primary indicators that reflect an enhancement in services is the reduction of sentinel events and a decline in health related grievances. According to facility statistics, *the number of sentinel events declined by 25% and the number of healthcare related grievances declined by more than 31%* in 2017 after Turn Key implemented its program.





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- 4) Reporting In addition to our unique utilization management approach, Turn Key has implemented a real-time, web-based claims processing tracker. Turn Key will allow OCSO's administrative and financial personnel access to our system to monitor, track, trend, and generate reports in real time instead of relying on their health services contractor to produce periodic reports with data that could be several weeks old. Considering the unpredictable financial impact of off-site claims, we believe Oklahoma County will find our real time claims tracking system tremendously beneficial. We have provided screenshots of our system in ATTACHMENT 1. Although this screenshot does not come close to demonstrating the systems capability, it does provide you with a concept reference for what you can expect.
- **5) Annual Renewals -** Annual increases based on CPI are common in our industry. However, in years where the CPI factor is substantially higher than other, local governments experience major financial strain with contract renewals. Turn Key proposes annual renewals based on CPI, but with a maximum rate of 2.75%.
- 6) Stop-Loss Insurance Generally, a large percentage of a detention center's off-site financial liability can be attributed to the claims of just a handful of patients with significant health problems. Turn Key has explored the option of stop-loss catastrophic insurance policies for some of our clients. These policies are designed to limit the financial exposure of an inmate's off-site claims to a set amount, such as \$25,000.00 per year. With Oklahoma's law enforcement friendly laws that regulate the financial responsibilities for off-site services, we have yet to find a county in which a policy would be justified. However, with every new client, this concept worth exploring again. Turn Key's professional liability insurance broker is willing to issue a policy for the Oklahoma County program should we be awarded the contract. Their letter of intent is under ATTACHMENT I of this Business Proposal. Even with the availability of catastrophic insurance, Turn Key would recommend that Oklahoma County allow 12 months of our program to truly understand what off-site utilization can be expected, and then we could re-evaluate the feasibility of a catastrophic policy at that time. However, we have presented this option should the County be interested in exploring this method of cost containment for budgeting purposes.





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### 2.14. Financial Strength

As an *Oklahoma-Based, Regional-Focused* correctional health provider, Turn Key strives to provide the most professional and cost-effective programs for its local clients. When County leaders make the decision to partner with Turn Key, they can be assured our financial strength is among the best in the correctional healthcare industry. Our financial condition in terms of current assets versus liabilities, debt levels, trends in operating revenue and economic indicators include:

- ✓ **Current Assets versus Current Liabilities:** Turn Key's Assets far exceed its Liabilities with a ratio in excess of 10 to 1.
- ✓ **Long-Term Debt:** Turn Key carries almost no long-term debt with a long-term debt-to- equity ratio of less than 2%.
- ✓ **Access to Capital:** Should it ever be required; Turn Key has obtained substantial working capital lines of credit upon which it can draw as needed for operational growth. However, Turn Key continues its commitment to operating in an unleveraged capacity to maximize its financial solvency.
- ✓ **Trends in Operating Revenue:** On a service hour adjusted basis, operational revenue has increased an average of 23% per year since 2012 through year-end 2014 and 145% per year from 2014 through year-end 2017. It further speaks to the financial strength of Turn Key that such growth has been achieved without incurring any significant operational debt.
- ✓ **Economic Indicators:** All economic indicators remain positive for Turn Key's core business. Turn Key has proven it can and will continue to support anticipated increases in per contract service levels as well as the addition of new facilities without compromising its financial strength.





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### 2.15. Client Liaisons and Contract Monitoring

Turn Key's client liaisons include a retired Sheriff who has a lifelong career of public service and a retired Undersheriff who has spent more than 35 years in the law enforcement community. Our liaisons are on Turn Key's payroll, but they actually provide more service to our clients. First and foremost, these individuals provide quality assurance and risk management reviews to ensure our programs are operating efficiently and up to standards. Second, as long-term members of the law enforcement community, our client liaisons ensure Turn Key upholds its commitment to their brothers and sisters in law enforcement.

In addition to our client liaisons, *Turn Key intends to implement an independent contract monitor for Oklahoma County if we are awarded the contract.* This individual will have a thorough understanding of Oklahoma's laws, our contractual obligations, accreditation requirements, and the overall operational expectations of a professional correctional health program. The contract monitor will be paid by Turn Key, but will primarily serve the best interests of Oklahoma County. Upon the award of the contract, we will present candidates we have already identified as qualified to the Oklahoma County Sheriff's Office.

### 2.16. References

Turn Key is committed to 100% client satisfaction. As a result, we use every client as a reference. A list of our clients is included in *ATTACHMENT A*. We have also included appreciation letter from just a few of our clients in *ATTACHMENT B*.



MARCH 14, 2018

### Turn Key Health



### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

### **SECTION III - STAFFING PLAN AND JUSTIFICATION**

Turn Key is submitting two staffing options for the Oklahoma County Detention Center. The first plan would slightly reduce the number of health personnel by 3.6 FTEs when compared to the current contract. The reduction reflects the reduced number of H&P required and the reduced number of inmates on medications with a significantly lower population. This plan is more than adequate for a facility population that is consistently below 1,900 inmates. The second staffing plan enhances the current program by increasing the number of health personnel by 2.4 FTEs. This staffing plan would be beneficial if the facility population was expected to once again exceed 1,900 inmates. This model provides additional hours for mental health evaluations, groups, and community coordination. It would also reduce the length of time security personnel would need to assist with the medication H&P and medication administration. Either model is sufficient for an estimated population of 1,900 inmates. We present the financial impact of the plans in our **Business Proposal** under separate cover.

#### SUMMARY OF PROPOSED CHANGES COMPARED TO CURRENT CONTRACT

POSITION	Armor (Current)	Turn Key Staffing Plan #1	Staffing Plan #1 Difference	Turn Key Staffing Plan #2	Staffing Plan #2 Difference
Health Services Administrator	1.00	1.00		1.00	
Administrative Assist	1.00	1.00		1.00	
Medical Records	3.00	2.00	-1.00	3.00	
Director of Nursing	1.00	1.00		1.00	
Medical Director	1.00	1.00		1.00	
ARNP/PA	2.00	2.00		2.00	
Psychiatrist	1.00	2.00	1.00	2.00	1.00
Psychiatric ARNP	2.00	0.00	-2.00	0.00	-2.00
Mental Heath Professional (MHP)	4.00	4.00		4.80	0.80
Community Coordinator / UM	0.00	2.00	2.00	2.00	2.00
Dentist	0.60	0.60		0.60	
Dental Assist	0.60	0.60		0.60	
CQI/Inf Cont/Educator	1.00	1.00		1.00	
RN	8.40	7.00	-1.40	8.40	
LPN	22.60	23.00	0.40	23.00	0.40
СМА	15.20	12.60	-2.60	15.40	0.20
TOTAL FTEs	64.40	60.80	-3.60	66.80	2.40

OKLHAOMA COUNTY DETENTION CENTER







# COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

### **STAFFING PLAN - OPTION #1**

### **Oklahoma County - Oklahoma**

POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hrs/ Wk	FTE
			DAY SHIF						
Health Services Administrator	8					0	0		1.00
Administrative Assist	8		8		8	0	0	40	1.00
Medical Records	16		16		16	0	0	80	2.00
Director of Nursing	8		8	_	8	0	0		1.00
Medical Director	8		8		8	0	0	40	1.00
ARNP/PA	16		16	8	8	8	8	80	2.00
Psychiatrist	16				16	0	0		2.00
Mental Health Professional (MHP)	24		24	24	24	20	20	160	4.00
Dentist	8		8		8	0	0	24	0.60
Dental Assist / Supply Management	8	0	8		8	0	0	24	0.60
UM/Community Coordinator	16	16	16	16	16	0	0	80	2.00
CQI/Inf Cont/Educator	8	8	8	8	8	0	0	40	1.00
H&P RN	16	16	16	16	16	16	16	112	2.80
Charge RN	8	8	8	8	8	8	8	56	1.40
LPN - Pharmacy / Lab	16	16	16	16	16	0	0	80	2.00
LPN - Booking	16	16	16	16	16	16	16	112	2.80
LPN - Finger Stick/DETOX/Vitals	8	8	8	8	8	8	8	56	1.40
LPN - Sick Call	8	8	8	8	8	8	8	56	1.40
LPN - Infirmary	8	8	8	8	8	8	8	56	1.40
LPN - Clinic / Walk-in	8	8	8	8	8	8	8	56	1.40
CMA - Med Pass	24	24	24	24	24	24	24	168	4.20
CMA - Intake	8	8	8	8	8	8	8	56	1.40
	264	248	264	240	256	132	132	1,536	38.40
			EVENING SH	IIFT					
Charge RN	8	8	8	8	8	8	8	56	1.40
LPN - Booking	16	16	16	16	16	16	16	112	2.80
LPN - Finger Stick/DETOX/Vitals	8	8	8	8	8	8	8	56	1.40
LPN - Infirmary / Clinic	8	8	8	8	8	8	8	56	1.40
LPN - Clinic / Walk-in	8	8	8	8	8	8	8	56	1.40
CMA - Med Pass	24	24	24	24	24	24	24	168	4.20
CMA - Intake	8	8	8	8	8	8	8	56	1.40
Total EVENING Hours / FTE	80	80	80	80	80	80	80	560	14.00
			NIGHT SHI	FT					
Charge RN	8				8	8			1.40
LPN - Booking	16		16		16	16	16	112	2.80
LPN - Infirmary / Clinic	16	16	16	16	16	16	16	112	2.80
CMA - Intake	8	8	8	8	8	8	8	56	1.40
Total NIGHTS Hours / FTE	48	48	48	48	48	48	48	336	8.40
Total Hours / FTE	392	376	392	368	384	260	260	2,432	60.80

**OKLHAOMA COUNTY DETENTION CENTER** 







### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

SUMMARY OF CHANGES - OPTION 1 POPULATION OF 1,899 OR LESS						
POSITION	CHANGES	JUSTIFICATION				
MEDICAL RECORDS	Reduced by 1.0 FTE.	At an estimated ADP of 1,800 inmates or less, 2.0 FTEs for medical records is sufficient.				
PSYCHIATRIST/ PSYCHIATRIC ARNP	Increase Psychiatrist by 1.0 FTE. Decrease Psych ARNP by 2.0 FTEs.	In adherence to the RFP, the 2.0 FTEs Psych ARNPs would be replaced by another full time psychiatrist. *				
Community Coordinator Utilization Management	Increase Community Coordinator and Utilization Management by 2.0 FTEs.	We believe the current model assigns personnel with multiple responsibilities to these critical functions. Our program will provide a full time employee for each position to ensure effective discharge planning, community coordination, and appropriate management of off-site services.				
RNs, LPNs and CMAs	Decrease RNs by 1.4 FTEs and CMAs by 2.6 FTEs	At an estimated ADP of 1,800 inmates or less, the number of History and Physicals and the number of inmates on medications should be decreased, allowing personnel reductions.				

<sup>\*</sup> The number of physicians would increase by at least 1.0 additional FTE with the proposed partnership with OU - Psychiatry Department







# COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

### **STAFFING PLAN - OPTION #2**

### **Oklahoma County - Oklahoma**

			DAY SHIFT						
Health Services Administrator	8	8	8	8	8	0	0	40	1.00
Administrative Assist	8	8	8	8	8	0	0	40	1.00
Medical Records / Supply Management	24	24	24	24	24	0	0	120	3.00
Director of Nursing	8	8	8	8	8	0	0	40	1.00
Medical Director	8	8	8	8	8	0	0	40	1.00
ARNP/PA	16	16	16	8	8	8	8	80	2.00
Psychiatrist	16	16	16	16	16	0	0	80	2.00
Mental Health Professional (MHP)	32	32	32	32	32	16	16	192	4.80
Dentist	8	0	8	0	8	0	0	24	0.60
Dental Assist	8	0	8	0	8	0	0	24	0.60
UM/Community Coordinator	16	16	16	16	16	0	0	80	2.00
CQI/Inf Cont/Educator	8	8	8	8	8	0	0	40	1.00
H&P RN	24	24	24	24	24	16	16	152	3.80
Charge RN	8	8	8	8	8	8	8	56	1.40
LPN - Pharmacy / Lab	16	16	16	16	16	0	0	80	2.00
LPN - Booking	16	16	16	16	16	16	16	112	2.80
LPN - Finger Stick/DETOX/Vitals	8	8	8	8	8	8	8	56	1.40
LPN - Sick Call	8	8	8	8	8	8	8	56	1.40
LPN - Infirmary	8	8	8	8	8	8	8	56	1.40
LPN - Clinic / Walk-in	8	8	8	8	8	8	8	56	1.40
CMA - Med Pass	32	32	32	32	32	32	32	224	5.60
CMA - Intake	8	8	8	8	8	8	8	56	1.40
	296	280	296	272	288	136	136	1,704	42.60
			<b>EVENING SH</b>	IFT					
Charge RN	8	8	8	8	8	8	8	56	1.40
LPN - Booking	16	16	16	16	16	16	16	112	2.80
LPN - Finger Stick/DETOX/Vitals	8	8	8	8	8	8	8	56	1.40
LPN - Infirmary	8	8	8	8	8	8	8	56	1.40
LPN - Clinic / Walk-in	8	8	8	8	8	8	8	56	1.40
CMA - Med Pass	32	32	32	32	32	32	32	224	5.60
CMA - Intake	8	8	8	8	8	8	8	56	1.40
Total EVENING Hours / FTE	88	88	88	88	88	88	88	616	15.40
			NIGHT SHIF	T					
Charge RN	8	8	8	8	8	8	8	56	1.40
LPN - Booking	16	16	16	16	16	16	16	112	2.80
LPN - Infirmary / Clinic	16	16	16	16	16	16	16	112	2.80
CMA - Intake	8	8	8	8	8	8	8	56	1.40
Total NIGHTS Hours / FTE	48	48	48	48	48	48	48	336	8.40
Total Hours / FTE	432	416	432	408	424	272	272	2,656	66.40





# COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

SUMMARY OF CHANGES - OPTION 2 POPULATION OF 1,900 OR GREATER						
POSITION	CHANGES	JUSTIFICATION				
PSYCHIATRIST/	Increase Psychiatrist by 1.0 FTE.	In adherence to the RFP, the 2.0 FTEs				
PSYCHIATRIC ARNP	Decrease Psych ARNP by 2.0 FTEs.	Psych ARNPs would be replaced by another full time psychiatrist.*				
MENTAL HEALTH	An additional 32 hours (1.0 FTE).	An increase in mental health hours				
PROFESSIONAL		provides greater opportunity for				
		additional programing, groups, and				
		community coordination.				
Community Coordinator	Increase Community Coordinator	We believe the current model assigns				
Utilization Management	and Utilization Management by 2.0 FTEs.	personnel with multiple responsibilities to these critical functions. Our program will provide a full time employee for each position to ensure effective discharge planning, community coordination, and appropriate management of off-site services.				
LPNs, and CMAs	Increase LPNs by 0.4 FTE	With a population of 1,900 or greater,				
	Increase CMAs by 0.2 FTE	LPNs and CMAs would slightly increase				
		to allow for consistent staffing levels				
		on different shifts 7 days a week.				

<sup>\*</sup> The number of physicians would increase by at least 1.0 additional FTE with the proposed partnership with OU - Psychiatry Department

Turn Key is confident that either model will provide a professional level of services for a reasonable cost. We look forward to discussing these models further with the review committee.





### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

### **SECTION IV – LITIGATION AND RISK MANAGEMENT**

Every correctional health company brags on the depth of their clinical leadership. Likewise, we are proud of Dr. Cooper and the depth of the clinical leadership team he has put together. Yet, *Turn Key is set apart from our competitors by the depth of our legal leadership.* Prior to founding Turn Key, two of our Directors practiced health law at one of Oklahoma City's largest law firms. Their experience has contributed to an impressively low litigation history that is exceptional in the correctional health industry. Turn Key deals with nuisance claims just like all of our competitors. However, in our nine-year history, we have never had a judgment imposed against us, and we have only settled two claims, Pruett - 5:2012-cv-947, and Waddell - 5:2011-cv-1037. Turn Key has not settled any claims since 2014. *To serve an inmate population exceeding 10,000 inmates and not pay a single claim in more than 4 years is a record we are willing to put up against any of our competitors.* We respond to the litigation inquires in **Section III** of our proposal and provide comprehensive list of our litigation history on the following page.

We also believe grievance trends are a primary indicator of a healthcare system's effectiveness and risk potential. Appropriate management of a program's grievance system improves the delivery of care and reduces liability on the healthcare provider and the clients they serve. Turn Key's administrative site personnel are trained on proper grievance investigation and appropriately responding to health-related grievances in a timely manner. Repeat grievances and those pertaining to the actions of health personnel are also investigated and monitored by corporate leadership. Turn Key has a proven record of reducing the number of inmate grievances after initiating our program. *Pulaski County, Arkansas experienced a 40% reduction of medical grievances just a few months after implementing our program. Similar results were also realized in Tulsa County, Oklahoma. The David L. Moss program experienced a 31% reduction of grievances since Turn Key assumed operations of their health program.* 







# COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

		INDIVIDUAL/	CASE	CLAIMANT &/or	CASE# &/or		
	JURISIDICTION	<b>CLASS ACTION</b>	STATUS	PLAINTIFF	TRACKING#	JAIL	STATE
1	Federal	Individual	Active	SANDERS, Brenda	4:17-cv-00492-JHP-FHM	Creek	OK
2	Federal	Individual	Active	MAYFIELD, William Timothy	4:16-cv-00736	Saline	ARK
3	Federal	Individual	Active	SIMMONS, Joshua	4:17-cv-137-JLH-PSH	Saline	ARK
4	Federal	Individual	Active	BROWNING, Carlos	4:17-cv-292-JM-BD	Pulaski	ARK
5	Federal	Individual	Active	LONDON, Barry	4:17-cv-315-BRN-JTK	Pulaski	ARK
6	Federal	Individual	Active	FOUTCH, Kelly/(FOUTCH, Russell)	4:17-cv-431-GKF-JFJ	Creek	OK
7	Federal	Individual	Active	STIERWALT, Tony	4:17-cv-479-CVE	Osage	OK
8	Federal	Individual	Active	NORMAN, Chad	4:17-cv-482-DPM-BD	Pulaski	ARK
9	Federal	Individual	Active	DABRNEY, Daniel Edward	4:17-cv-513-JLN-JTK	Pulaski	ARK
10	Federal	Individual	Active	ORTIZ-MORAN. Abraham	4:17-cv-545-KGB-JTK	Pulaski	ARK
11	Federal	Individual	Active	VOEGELE, Stephen John	4:17-cv-547-JM-PSM	Pulaksi	ARK
12	Federal	Individual	Active	YARBERRY, Clifford	4:17-cv-57-JLH-BD	Saline	ARK
13	Federal	Individual	Active	KING, Isaac	4:17-cv-73-BSM-JTR	Saline	ARK
14	Federal	Individual	Active	DEVRIES, Bruce Wayne	4:18-cv-12-JLH-BD	Saline	ARK
 15	Federal	Individual	Active	AUTRY, Robert Allen	5:15-cv-1167-D	Cleveland	OK
16	Federal	Individual	Active	GRAHAM - for HUFF, Anthony	5:17-cv-17-635(CIV-17-635-M)	Garfield	OK
 17	Federal	Individual	Active	BROWN, Leonardo	5:17-cv-428-HE	Pottawattamie	
18	Federal	Individual	Active	DAVIS, Anthony Cade	5:17-cv-807(CIV-17-807-R)	Canadian	OK
19	Federal	Individual	Active	SMITH. Michael Edwin	6:17-cv-90-RAW	Muskogee	OK
20	OK District	Individual	Active	PRINCE, Wesley	CJ-2017-4900	Tulsa	OK
				· · · · · · · · · · · · · · · · · · ·			
21	Federal	Individual	Closed	ANDERSON, Clarence	3:16-cv-258-JM-BD	Greene	ARK
22	Federal	Individual	Closed	AIKENS, Gregory Gene	3:16-cv-267-BSM-JTK	Greene	ARK
23	Federal	Individual	Closed	EVERS Jr., Larry J.	3:17-cv-00017	Greene	ARK
24	Federal	Individual	Closed	BEATY, Christopher Alan	4:16-cv-00836-SWW	Saline	ARK
25	Federal	Individual	Closed	BURNELL, Odell	4:16-cv-610-KGB-BD	Saline	ARK
26	Federal	Individual	Closed	WILLIAMS, Thelma	4:16-cv-655-KGB-BD	Saline	ARK
27	Federal	Individual	Closed	NOBLE, Marcus Andreay	4:16-cv-689-JLH-JJV	Saline	ARK
28	Federal	Individual	Closed	MELTON, Richard Lance	4:16-cv-727-SWW-JJV	Saline	ARK
29	Federal	Individual	Closed	PRICE, Christopher Dane	4:17-cv-00001-JLH	Saline	ARK
30	Federal	Individual	Closed	HODGES, Keith	4:17-cv-00043	Saline	ARK
31	Federal	Individual	Closed	MOORE, Paul	4:17-cv-115-BRW-JTR	Saline	ARK
32	Federal	Individual	Closed	WIRTZ JR., Robert L.	4:17-cv-197-CVE-tl2	Tulsa	OK
33	Federal	Individual	Closed	KING, Michael Ray	4:17-cv-307-JM	White	ARK
34	Federal	Individual	Closed	BELCHER, Steven	4:17-cv-369-GXF-JFJ	Mayes	OK
35	Federal	Individual	Closed	HUNT, Gary	4:17-cv-381-KGB-BD	Pulaski	ARK
36	Federal	Individual	Closed	SAM, Jeffrey Dale	4:17-cv-415-TCK-FHM	Osage	OK
37	Federal	Individual	Closed	YANCY, Tashaun	4:17-cv-455-BRW-PSH	Pulaski	ARK
38	Federal	Individual	Closed	ROLLANS, David	4:2016-cv-00629	Saline	ARK
40	Federal	Individual	Closed	MINOR Jr., George Odell	4:2017-cv-00490	Pulaski	ARK
41	Federal	Individual	Closed	ELLIS, Steven L.	4:2017-cv-00750	White	ARK
42	Federal	Individual	Closed	TANSIMORE, James	5:15-cv-1255-M	Payne	OK
43	Federal	Individual	Closed	LEWIS, Herbert	5:15-cv-1256-F	Payne	OK
44	Federal	Individual	Closed	JORDANOFF	5:15-cv-940-R	Cleveland	OK
45	Federal	Individual	Closed	BURNS, James	5:16-cv-1288-M	Grady	OK
46	Federal	Individual	Closed	CELESTINE, Tyrell	5:16-cv-635-M	Payne	OK
47	Federal	Individual	Closed	WILLIAMS, Cynthia (Austin Vance)	5:17-cv-01051	Cleveland	OK
48	Federal	Individual	Closed	WADDELL, Jason	5:2011-cv-1037	Cleveland	OK
49	Federal	Individual	Closed	PRUETT, Teresa	5:2012-cv-947	Cleveland	OK
50	Federal	Individual	Closed	ALEXANDER, ReShaun	6:16-cv-455-JHP-SPS	Muskogee	OK
51	Federal	Individual	Closed	SAWYERS, Andrew	5:17-cv-00052-HE	Canadian	OK
52	OK District	Individual	Closed	ROUTT, John	CJ-2017-637	Tulsa	OK
				,			

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# SECTION V – RFP TERMS ACKNOWLEDGMENT STATEMENTS

Turn Key Health Clinics has thoroughly reviewed the RFP, and we are confident in our ability to meet and exceed the requirements. We completely accept the General Terms and Conditions as detailed on pages i-vii of the preamble to the RFP general contents. *We have provided details of Turn Key's History, Turn Key's Qualifications, Turn Key's Advantages, and Turn Key's Litigation History in Sections I-III of our Technical Proposal.* Throughout the remainder of this section, we acknowledge each RFP requirement and provide additional detail when appropriate. The RFP requirements are listed in **BLACK** print. Our responses to the requirements are provided in **Turn Key RED** print.

# REQUEST FOR PROPOSAL RFP #11804018 COMPREHENSIVE INMATE HEALTHCARE SERVICES FOR THE OKLAHOMA COUNTY DETENTION CENTER

### 1. SCOPE, INTENT, AND REQUIREMENTS

- **A.** Oklahoma County, on behalf of the Oklahoma County Sheriff's Office (**COUNTY**), is requesting sealed proposals from qualified inmate healthcare service providers for the provision of comprehensive healthcare services, healthcare personnel, and program support services for the inmates of the Oklahoma County Detention Center (**OCDC**).
  - 1. The intent of this RFP is to: (1) establish and maximize the use of an on-site inmate healthcare services program to meet the medical needs of inmates (e.g., initial physical assessments, ongoing evaluation and treatment of minor medical conditions, reduce off-site trips, and stabilization of urgent and emergency medical conditions); (2) establish an on-site Dental Services program to meet the basic dental needs of inmates (e.g., initial assessment, extractions, examinations, and emergency treatment); (3) establish an on-site Mental Healthcare program to meet the needs of the inmates; and (4) establish an off-site Provider Network of hospitals, physicians, and other ancillary medical providers to provide medically





### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

necessary services to inmates which cannot be provided on-site at the OCDC. The primary objective of this RFP is to provide cost-effective, medically necessary services, and maintain a level of quality in accordance with standards established by the National Commission on Correctional Healthcare (NCCHC), the American Correctional Association (ACA), the United States Department of Justice (USDOJ) and the Oklahoma State Jail Standards. The entity to implement these objectives shall be referred to as the Medical Provider (MP). The subsequent contract shall apply to inmates that are housed in the OCDC and included in the base population. The base population for bidding purposes shall be 1800. Any variations from the specific requirements of the RFP shall be clearly identified and listed in a separate section of MP's proposal. The successful MP shall negotiate in good faith with Oklahoma County to formulate a contract for comprehensive inmate healthcare services. This RFP and the successful bid shall become, and remain a part of the final contract for services.

Proposals shall meet the following criteria: (1) Bidders shall present evidence that the MP can maintain the facility's current NCCHC and ACA accreditation; (2) All healthcare services shall be provided by competent, credentialed healthcare professionals; (3) Managed by professional administrators; (4) Ensuring quality cost-effective, measurable healthcare results.

Turn Key exceeds every one of these RFP intentions and qualification requirements. As an Oklahoma City based organization with 27 Oklahoma operations with sizes up to 1,800 inmates, we have more experience with providing healthcare to Oklahoma inmates than any other company in our industry. With our extensive accreditation and DOJ experience and with a local leadership team with personal knowledge of OCDC's operation, Turn Key is positioned to provide the most comprehensive support system to meet the requirements and criteria required by the RFP in the most cost-effective manner. Section II of our proposal expands on Turn Key's qualifications and advantages in extensive detail.

#### B. Statistical information:

FY	Total	Avg Days	Avg Daily	Juv (M)	Juv (F)	Adult (M)	Adult (F)
	Booked	Custody	Population				
Last 3	9575	8	1930	31	5	6823	2716
Months*							
2017-18**	20623	11	2086	69	6	14855	5693



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2016-17	49176	22	2395	149	18	35797	13212
2015-16	51767	24	2582	113	16	37933	13705
2014-15	50779	25	2635	115	22	3069	13573

<sup>\*</sup> October 2017 - December 2017

#### Turn Key acknowledges these statistics.

**C. Medical Unit Description**: The existing medical unit is located on the 13th floor of the **OCDC**. The medical unit contains 3 clinics, pharmacy, office space, and observation cells (each with a sink and toilet).

#### Turn Key acknowledges this unit description.

- **D. Proposer Qualifications**: The following qualifications are the mandatory minimum requirements. Failure to meet these requirements shall result in your firm's disqualification from consideration.
  - 1. Proposals shall be considered only from MPs who can clearly demonstrate to Oklahoma County a professional ability to perform the type of work specified within the Request for Proposal.

With 36 programs in our Oklahoma-Arkansas region, Turn Key is more experienced and qualified to provide professional inmate health services to the inmate population at the Oklahoma County Detention Center than any other correctional health provider. <u>Another correctional health provider has never replaced a Turn Key operation.</u> In contrast, our program has been chosen to replace the services of several of our competitors, including Armor and CCS. In every instance, our clients have expressed their satisfaction with our ability to enhance the health programs for a better value.

**2. MP** shall be actively engaged, for a minimum period of three (3) years, in providing comprehensive inmate healthcare services in jails.

<sup>\*\*</sup> Jul 2017 - December 2017





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Turn Key began providing services to the Cleveland County Sheriff's Office in 2009. Since then, we have expanded throughout our region to become the largest jail inmate healthcare provider in both Oklahoma and Arkansas.

**3. MP** shall demonstrate their capability of providing quality inmate healthcare services for correctional institutions in a competent and cost-effective manner.

National correctional health companies spend extensive resources on national marketing campaigns, elaborate proposal writing teams, and excessive out-of-state travel expenses. In contrast, as an Oklahoma based and regional focused provider, Turn Key avoids wasting taxpayer funded resources on unwarranted marketing schemes. Instead, we choose to reinvest in enhanced services for our clients at cost-effective rates.

**4. MP** shall demonstrate achievement in attaining and maintaining United States Department of Justice (DOJ) standards, National Commission on Correctional Healthcare (NCCHC) accreditation, and American Correctional Association (ACA) accreditation.

Turn Key's leadership team has extensive experience with achieving and maintaining NCCHC and ACA accreditation (See Section 2.10) Flint Junod, our CEO, was the Health Administrator who lead the Oklahoma County Detention Center's health team through the initial NCCHC and ACA accreditation process. In addition, he has worked with the DOJ at different operations, including a number of reviews at the Oklahoma County Detention Center.

**5. MP** shall be able to provide the name(s) and qualifications of references to those individual(s) who would potentially be responsible for managing on-site operations (Health Services Administrator), be responsible for managing the clinical operations (Medical Director), and any and all company personnel who will be handling this contract.

With our rooted connections within the Oklahoma DOC and numerous Oklahoma jails, Turn Key has access to more local correctional trained health professionals in Oklahoma than any

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company in the correctional health industry. The depth of our connections was evident when we started our Tulsa County contract. Not only were we able to fill our predecessor's vacancies, but also we were also able to recruit some of Oklahoma's top correctional professionals to leadership positions. We recruited a Health Services Administrator, a Mental Health Administrator and a Psychiatrist, all of whom had extensive correctional experience with great reputations. Ironically, our predecessor had not contacted any of these individuals for their operations in Oklahoma.

Turn Key believes in retaining and retraining professional members of the leadership team whenever possible. However, should we be awarded the Oklahoma County contract and the existing leadership is not retained for some reason, we have already identified candidates to assume key leadership positions from day one.

Resumes for our executive leadership team are included in ATTACHMENT D.

**6. MP** shall demonstrate that it has proven recruitment capabilities for the medical personnel (e.g., physicians, nurses, support staff, laboratory and x-ray services, etc...) necessary to competently perform the services required in this RFP. The **MP** shall employ only licensed, certified, and professionally trained personnel.

As an outgrowth of a reputable supplemental medical staffing company, Turn Key is rooted in the recruitment of professional licensed, certified, and professionally trained health personnel. As previously mentioned, our team was able to recruit top-level professionals for our Tulsa operation prior to the initiation of our contract, and we have retained them to today. This is a feat our out-of-state predecessor continually struggled to accomplish throughout their entire tenure at Tulsa County.

**7. MP** shall demonstrate that it has the capabilities to effectively supervise and monitor the comprehensive inmate healthcare services at the **OCDC**, as well as the capabilities to provide ongoing technical and medical support to on-site personnel.

With our corporate office less than 10 minutes away from the Oklahoma County Detention

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### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

Center and all of our executive leadership team residing within an hour of the facility, no other correctional health company even comes close to being able to provide the level of support offered by Turn Key.

**8. MP** shall demonstrate that it has the capabilities to effectively supervise and monitor the mental health population at the **OCDC**.

With our corporate office in Oklahoma City, no other correctional health company can provide the level of support available from Turn Key. In addition, our leadership team has extensive experience with providing mental health services. Turn Key partnered with Tulsa County Sheriff's Office to implement an enhanced mental health program at the David L Moss Criminal Justice Center. This program has received accolades by advocacy groups in the Tulsa Community.

9. MP shall demonstrate their methodologies of providing ongoing Quality Assurance.

Turn Key acknowledges this requirement. Jane Kirby, our Vice President of Operations, oversees our Quality Assurance programs. Prior to joining Turn Key, Jane served as the Clinical Compliance Coordinator for the Oklahoma Department of Corrections.

**10. MP** shall demonstrate their capability of providing ongoing education to inmates and staff in regards to healthcare, mental health and suicide prevention to meet relevant standards.

Turn Key has implemented a number of patient education resources including literature handouts throughout our network. In addition, our providers are forced to document patient education in our version of CorEMR before they can save forms in the system.

Our experienced correctional leadership team has partnered with external correctional health experts to develop a series of educational and training modules for our Turn Key personnel and our client's detention personnel. Members of our leadership team frequently conduct on-site training sessions for our clients on requested topics including, but not limited to:

- ✓ Compassion in a Correctional Setting
- ✓ Principles of Inmate Care

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# TURN KEY HEALTH



### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

- ✓ Suicide Prevention
- √ Hazardous Communication / Blood-Borne Pathogen Training
- ✓ Basic First Aide
- ✓ Signs of Significant Mental Illness
- ✓ Symptoms of Intoxication and Withdrawal
- ✓ Adverse Medication Reactions
- √ Emergency Response
- ✓ Constitutional Rights and Legal Implications

Turn Key has also partnered with the Oklahoma Sheriff's Association to provide training modules during their training academies.

#### E. Litigation and Claims History:

1. MP shall submit a listing of all legal claims, closed and pending, relating to inmate healthcare services, problems or disputes over the MP's performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, malpractice, civil rights – individual versus class action, etc. Cases shall be separated by litigation type, i.e. state tort, malpractice, federal civil rights violations cases (identified as individual or class action), or related to contract terms, termination, breach, or failure to perform. The MP shall supplement this information for the duration of the contract.

#### A comprehensive list of Turn Key's litigation history is included in Section III.

2. MP shall provide all information on any legal settlements during the last five (5) years, listing the dollar amounts and describing the terms of the agreement. The same shall be provided for all other firms included as sub-MPs to the MP.

Turn Key has never had a judgment served against us. Since 2009, Turn Key has only settled 2 claims. Considering the litigious environment of corrections, we believe our record is among the best in our industry. Details of these claims are included in Section III.

**3. MP** shall also specifically disclose any jails, prisons, counties, or states operating a facility that the **MP** has sued. Failure to disclose such legal actions may be grounds for the **COUNTY** to





### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

reject the proposal and eliminate it from further consideration. The same shall be provided for all other firms included as sub-MPs to the **MP**.

We believe filing litigation against a client guarantees the end of a productive partnership. Without a productive partnership, long-term success is not possible. Therefore, we have never filed any litigation against a client and have no intention to ever do so.

**4. MP** shall list all contracts terminated early by the **MP**, explaining the reason for each early termination. The same shall be provided for all other firms included as sub-MPs to the **MP**.

Turn Key has terminated one contract early. When a new Sheriff took office in Muskogee County, Oklahoma, he requested to reduce his level of services from a 24-hour program to a limited program that included a combination of 12-16 hours per day services to save his agency money. After much discussion with the Sheriff's Office we agreed to a limited service agreement with the understanding it was likely unsustainable. Within a couple of months, Turn Key concluded the limited program in Muskogee County was not true to our vision of services. Thus, we provided Muskogee County appropriate notice we would be ending our services. We finished services in Muskogee County on 12-31-17.

**5. MP** shall list all contracts cancelled in the last five (5) years, explaining the reason for each cancellation. The same shall be provided for all other firms included as sub-MPs to the **MP**.

Turn Key has never lost a contract to a correctional health competitor.

Two clients have allowed their contracts to expire without renewing for subsequent years. In an effort to reduce costs, the newly elected sheriff in Osage County, Oklahoma, made the decision to contract with a local provider in Pawhuska as opposed to renewing a contract with Turn Key. Likewise, when the sheriff of Jackson County, Arkansas, had his budget dramatically cut, he felt forced to eliminate his on-site medical program. Instead of renewing with Turn Key, he contracted with a local provider to see inmates on an as-needed basis. Further details are provided in ATTACHMENT A.





### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

**6. MP** shall list all contracts in the last five (5) years that were cancelled or terminated early by any government agency or private correctional company, explaining the reason for each cancellation and/or termination. The same shall be provided for all other firms included as sub-MPs to the **MP**.

Because of funding concerns, Craig County, Oklahoma entered into a month-to-month contract with Turn Key as opposed to our standard annual contract model. When the Oklahoma DOC removed their contracted prisoners from the facility, Craig County Jail's funding was dramatically reduced, resulting in the cancellation of our month-to-month contract.

#### F. Contract Length:

- 1. The MP shall furnish the labor, materials, and supplies necessary to provide comprehensive inmate healthcare services, as per the accepted RFP, proposal, and contract, for the remaining portion of the 2017-18 Fiscal Year and a period of one year beginning July 1, 2018 and ending June 30, 2019. The Agreement shall be confirmed in a contractual arrangement agreed to by both parties.
- 2. The initial award made as a result of this proposal shall be for the period as set forth above. After such time, the contract shall be renewable annually for up to four (4) additional twelve- month periods, if mutually agreed to by both parties before the end of each contract period.

Turn Key acknowledges these requirements.

#### **G.** Contract Termination

1. The Sheriff shall have the authority to submit a written recommendation to terminate the contract for default to include unreasonable nonperformance. This recommendation shall be supported through specific documented instances. The MP shall be provided with an opportunity to cure the conditions within a specified and reasonable time period; if cured to the satisfaction of the COUNTY, no termination shall occur.

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### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

- **2.** Either party shall have the option to terminate the contract without cause based upon ninety (90) days written notice.
- **3.** Either party shall have the right to renegotiate the contract should there be a material change in the scope of services.

Turn Key acknowledges these requirements.

#### H. Damages:

MARCH 14, 2018

1. Upon contract award the MP and the COUNTY shall negotiate the methodology to determine and assess identified damages for failure in providing intake screenings, history and physicals, chronic care clinics and timely, accurate medication administration.

#### Turn Key acknowledges this requirement.

- 2. FAILURE TO MEET SERVICE REQUIREMENTS Liquidated damages shall be assessed where MP repeatedly fails to meet service requirements or fails to correct contract deficiencies. The following shall apply in assessing liquidated damages under this action.
  - a) No liquidated damages shall be assessed if, within ten (10) business days of first written notice from the **COUNTY**, the **MP** corrects reported deficiencies.
  - b) Liquidated damages in the amount of \$1,000.00 per day from the date of first written notice, shall be assessed if after written notice from the COUNTY, the MP fails to correct reported deficiencies.
  - c) Liquidated damages in the amount of \$5,000.00 per day from the date of first written notice, shall be assessed if after written notice from the COUNTY, the MP fails to correct within twenty-four (24) hours, any reported deficiency that constitutes a serious violation of Oklahoma State Jail Standards, or other conditions, or practices that pose a substantial and immediate danger to the life, health or safety of one or more inmates or employees.
  - d) Liquidated damages in the amount of \$10,000.00 per day from the date of first written notice, shall be assessed where the same instance of unsatisfactory service occurs on three or more occasions within a ninety (90) day period, whether or not the deficiencies have been previously corrected.

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### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

e) Liquidated damages shall be paid by the MP to the COUNTY within ten (10) business days of receipt of a written notice of demand from the COUNTY for damages due.

Turn Key acknowledges these requirements. However, Turn Key anticipates further discussion of these terms during contract negotiations to include expanded definitions and further clarifications of what constitutes a "deficiency" or "unsatisfactory" services, as we would like to ensure that all service requirements are met or exceeded to the satisfaction of OCDC.

#### I. Insurance Requirements:

 Upon award of this contract, entry into a contract is expressly conditioned upon the MP obtaining certificates of insurance indicating that the insurance requirements below listed are in force.

#### 2. Hold Harmless Agreement:

- a) The MP shall defend, indemnify and hold harmless the COUNTY, OCDC, and their representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from the negligent or wrongful act or omission of the MP, its agents, servants, or employees, in the execution of the contracted work
- b) The COUNTY, to the extent allowed by law, shall defend, indemnify and hold harmless the MP, and their representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from the negligent or wrongful act or omission of the COUNTY, their agents, servants, or employees, in the execution of the contracted work.

#### 3. Instructions:

a) The MP shall not commence work under this contract until the MP has obtained all insurance required under this section and such insurance has been approved by the COUNTY, nor shall the MP allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of insurance shall have the OCDC listed as "Additional Named Insured" for the proposed work.

#### 4. Workers' Compensation Insurance and Employers' Liability Insurance:

a) The MP shall obtain and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such

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### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

insurance in the County of Oklahoma and in all counties covering all the MP's employees, and in the case of any work sublet, the MP shall require the MP's subcontractors similarly to provide statutory Workers Compensation Insurance for the subcontractor's employees. The MP shall obtain and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$500,000 per accident/injury by an authorized insurance company.

#### 5. Commercial General Liability Insurance:

a) The MP shall obtain and maintain during the life of this contract such Commercial General Liability Insurance as shall protect the MP against claims for damages resulting from bodily injury, including wrongful death and property damage, which may arise from operations under this contract whether such operations be by the MP or by any MP subcontractor. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:

(1) Each Occurrence \$ 1,000,000

(2) General Aggregate \$ 2,000,000

### 6. Professional Liability Insurance:

- a) The MP shall maintain during the life of this contract such Professional Liability Insurance as shall protect the MP against claims for damages resulting from medical incidents, which may arise from operations under this contract, whether such operations are by the MP, or the MP staff. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:
  - (1) \$1,000,000 each incident; and
  - (2) \$3,000,000 aggregate.

#### 7. Certificate of Insurance:

a) The MP shall furnish the OCDC Jail Administrator and the COUNTY with a copy of the certificate(s) of insurance evidencing policies required in this Section. The MP shall give the OCDC Jail Administrator and the COUNTY no less than thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the MP shall furnish a certificate of insurance evidencing renewal of such coverage to the OCDC Jail Administrator and the COUNTY. The certificates of insurance shall clearly reference this contract numbers.





### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

#### 8. Subcontractor's Insurance:

a) The MP shall require each MP subcontractor to obtain and maintain during the life of the subcontract the same insurance coverage required of the MP in this Section, including the extensions of coverage required. The COUNTY depending on the particular service being performed by the subcontractor may grant exceptions. Each subcontractor shall furnish to the MP two (2) copies of a certificate of insurance. The MP shall furnish one copy of the certificate to the COUNTY.

Turn Key acknowledges these insurance requirements. A certificate of insurance verification that demonstrates adequate coverage for the project is included in ATTACHMENT K.

#### J. Non-Discrimination

1. The MP shall agree to comply with the policies of the OCDC, Oklahoma County and Oklahoma State laws whereby discrimination is prohibited on the grounds of race, religion, color, sex, age, or national origin.

Turn Key acknowledges this requirement.

### **II. THE CONTRACTED MP SHALL PROVIDE:**

**A.** Comprehensive inmate healthcare services that are legally defendable, constitutional, and that meet Oklahoma Jail Standards, United States Department of Justice (DOJ) Standards, National Commission on Correctional Healthcare (NCCHC) standards, American Correctional Association (ACA) standards, in addition to all Federal, State and local laws, ordinances, rules and regulations.

Turn Key acknowledges this requirement. With 27 Oklahoma operations, and members of our leadership team that have been on the Oklahoma Jail Standards revision committee, no one is as versed with these requirements as Turn Key. Turn Key is also well versed in with the requirements of the DOJ, NCCHC and ACA. We expand on our experience with these regulatory agencies in further detail in Section 2.10 of our proposal.

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### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

**B.** A singularly designated Medical Director who is a physician licensed to practice in Oklahoma with the responsibility for assuring the appropriateness and adequacy of inmate healthcare services.

Turn Key acknowledges this requirement. As an Oklahoma based organization, we have a strong record of recruiting top health professionals for our operations. For our Tulsa operation, we recruited a medical director who was working at the Federal Transfer Center in Oklahoma City to relocate to Tulsa.

C. A full-time Health Services Administrator (HSA) that shall serve as liaison between the medical and security staff and have the authority to oversee the administrative requirements of healthcare programs such as recruitment, staffing, scheduling, data gathering, financial monitoring, policy and procedure development and review, contracts, medical recording keeping, and other management services.

Turn Key acknowledges this requirement. Turn Key recruited a Health Services Administrator with more than 30 years of experience including 13 years of administrative experience with the Oklahoma DOC to administer our Tulsa program. Even with extensive correctional health experience and a positive reputation, she had never been contacted about the numerous opportunities that have been open over the years with our predecessor, Armor. This is where a local corporate presence with local leadership is critical to an operations success.

**D.** Full-time Psychiatrist designated to supervise the appropriateness and adequacy of inmate mental health services.

Turn Key acknowledges this requirement. Turn Key recruited a Psychiatrist with both correctional experience and a successful private practice to move from the Oklahoma City metro to Tulsa to manage the psychiatric services at David L. Moss. Although he was a well-known psychiatrist in the area with an interest and experience with correctional health care, he had never been contacted by our predecessor, Armor, despite numerous





### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

periods of psychiatric vacancies in both Tulsa and Oklahoma City. The enhancements to the mental health program under his supervision have received a number of accolades throughout the Tulsa community

**E.** Copies of clearly defined, written agreements and memorandums of understanding (MOU) for twenty- four (24) hour services with hospitals, physicians and others involved in providing care to inmates shall be provided to and approved by the **COUNTY**. All subcontracts of every nature are also subject to the approval of the **COUNTY**.

Oklahoma Statutes define the relationship requirements between community hospitals and detention facilities, including requirements for reimbursements (e.g. OS 19-746). With the current laws being highly advantageous to detention facilities, it is not advantageous to approach local hospitals about securing MOUs. Although we acknowledge this may ultimately be a requirement, we do not believe it is in Oklahoma County's best interest. We look forward to sharing our logic behind our viewpoint further in person with the review committee and would enter into such agreements without hesitation should the OCDC decide that is best.

**F.** A Comprehensive Annual Statistical Report to the **OCDC** Jail Administrator and to the **COUNTY** Sheriff or designee, no more than thirty (30) days after the conclusion of each contract period.

#### Turn Key acknowledges this requirement.

- **G.** A Monthly Statistical Report that shall be submitted no more than ten (10) days after the conclusion of each month to the **OCDC** Jail Administrator and the **COUNTY** Sheriff or designee to include, but not limited to, the following data:
  - 1. Number of Inmate requests for various services;
  - 2. Number of Inmates seen at sick call;
  - **3.** Number of Inmates seen by physician;
  - 4. Number of Inmates seen by dentist;
  - **5.** Number of Inmates seen by psychiatrist;





### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

- 6. Number of Inmates seen by Mental Health Professional (MSW);
- 7. Off-site hospital admissions including the number of inpatient days;
- 8. Medical specialty consultation referrals;
- 9. Number of Inmate intake medical screenings;
- 10. Number of Fourteen (14) and Seven (7) Day History & Physical Assessments;
- **11.** Number of Psychiatric evaluations;
- 12. Number, by type, of Diagnostic studies;
- **13.** Report of third party reimbursement, pursuit & recovery;
- **14.** Number and percentage of inmate population dispensed medication;
- **15.** Number of Inmates testing positive for sexually transmitted disease (STD);
- **16.** Number of Inmates testing positive for AIDS or AIDS Antibodies;
- 17. Number of Inmates testing positive for TB;
- **18.** Inmate mortality;
- 19. Total number of hours worked by entire medical staff, specifying each post or shift;
- **20.** Number of Inmate Complaints and Grievances, detailing process from initial receipt through resolution for each complaint.
- **21.** Additional data deemed necessary by the **OCDC** Jail Administrator.

#### Turn Key acknowledges these requirements.

- **H.** A Daily Statistical Report for the previous twenty-four (24) hours shall be submitted to the **OCDC** Jail Administrator, no later than 10:00 a.m. the following day to include, but not limited to, the following data:
  - 1. Transfers to off-site hospital emergency departments;
  - 2. Communicable disease reporting;
  - 3. Suicide data (i.e. attempts & precautions taken);
  - 4. Status report of inmates in local hospitals and infirmaries;
  - **5.** Staffing;

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### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

- **6.** Completed medical incident report copies;
- **7.** Completed medical grievance report copies;
- 8. History & physical status report

#### Turn Key acknowledges these requirements.

**I.** Regularly scheduled, documented meetings with **OCDC** staff to evaluate statistics, program needs, problems, and coordination between security personnel and medical personnel.

#### Turn Key acknowledges this requirement.

**J.** A documented disaster plan with regard to the role of healthcare staff in times of emergency or threat thereof.

### Turn Key acknowledges this requirement.

**K.** The **COUNTY** owns the existing medical equipment and office furnishings. In the event that additional equipment or furnishings with a purchase price of \$5,000 or greater is required during the term of the contract, a detailed list of equipment, with justification and itemized cost, shall be formally submitted to the **OCDC** Jail Administrator for consideration. If the **MP** believes that additional equipment shall be required prior to start-up, a detailed list of equipment, with justification and itemized cost, shall be included as part of the proposal.

### Turn Key acknowledges this requirement.

**L.** The provision of any equipment and furnishings with a purchase price less than \$5,000 shall be the procurement responsibility of the **MP**. Upon contract termination, all equipment and furnishings purchased by the **MP** shall become the property of the **COUNTY**.

Turn Key acknowledges this requirement.

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### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

**M.** The **MP** shall provide all bio-hazardous medical waste containers and supplies, consistent with all Federal, State, and Local mandates and Occupational Health and Safety Administration (OHSA) requirements. The **MP**'s employees shall be responsible for the proper collection and safe storage of all bio-hazardous medical waste. All bio-hazardous storage shall be locked, and disposals shall be frequent enough to minimize the need for increased storage capacity. The **MP** shall establish and fund a contract for bio-hazardous medical waste, and ensure timely pick up of said waste.

#### Turn Key acknowledges this requirement.

N. The MP shall provide an on-site reference library at the OCDC with sufficient reference materials for both Medical and Mental Health professionals. This reference material shall include the most current professional standards of the NCCHC, as well as facility-specific policies and procedures and the minutes of all health-related meetings. This library shall be accessible to all Medical and Mental Health staff, on all shifts. Quality improvement documents shall be included, unless confidential materials prohibit such open placement.

#### Turn Key acknowledges this requirement.

Quality Improvement- The MP shall provide a quality improvement (QI) program. The QI program shall be utilized to evaluate the healthcare provided to the inmates, at both on-site and off-site locations, on a continual basis for quality, appropriateness, and continuity of care. The MP shall actively seek out opportunities for improvement for problems identified by the contract monitor or OCDC Jail Administrator regarding the on-site medical services rendered to inmates.

Turn Key acknowledges this requirement.

### **III. LEVEL OF SERVICE**

MARCH 14, 2018

**A.** Final staffing for the delivery of inmate healthcare services shall be mutually agreed upon by written contract between the **MP** and the **COUNTY**. Adequate healthcare personnel are

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required for twenty-four (24) hour per day inmate healthcare services.

### Turn Key acknowledges this requirement.

**B. MP** shall establish on-site inmate healthcare and mental health services focusing on cost containment without compromising the quality of services deemed medically necessary.

Turn Key acknowledges this requirement. Turn Key has a proven history of enhancing services while reducing overall costs at every facility we serve, specifically when replacing a national provider.

- **C.** Nursing services shall be available to provide for the following:
  - 1. Medical section coverage at all times;
  - 2. Intake screening on all inmates at time of admission;
  - **3.** Histories and physicals on inmates within fourteen (14) calendar days of admission, seven (7) calendar days for juveniles;
  - **4.** Medications as prescribed;
  - 5. Sick call triage and follow-up on a daily basis;
  - **6.** Appropriate and timely responses to medical needs and emergencies;
  - **7.** Physical support services.

Turn Key acknowledges these requirements.

**D.** Sufficient **MP** clerical support staff shall be available to support the medical contract.

Turn Key acknowledges this requirement.

E. Written job descriptions and post orders to define specific duties and responsibilities for all

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assignments shall be available at all times.

#### Turn Key acknowledges this requirement.

**F.** Copies of staffing schedules encompassing all healthcare staff shall be posted in designated areas and submitted to the **OCDC** Jail Administrator weekly, with updates regarding changes.

#### Turn Key acknowledges this requirement.

**G. MP** shall be required to credit the **COUNTY** for double the actual cost of service hours not provided by any Inmate Healthcare Services staff position beginning thirty (30) calendar days after the initial date of non-service.

#### Turn Key acknowledges this requirement.

**H.** The **MP** shall provide a written plan for orientation and staff development/training appropriate to their healthcare delivery activity for all healthcare personnel. This plan shall outline the frequency of continuing training for each staff position.

Turn Key acknowledges this requirement. We have included our orientation checklist in ATTACHMENT E, which outlines our orientation program.

I. The MP shall provide a pharmaceutical program in accordance with Federal, State, and Local laws that adequately meets the needs of the inmate population. Medications shall be administered to inmates as prescribed. Appropriately trained healthcare personnel shall administer medications and the administration of each dose shall be documented electronically in a Medication Manager System (i.e. Guardian® Medication Manager) with all records to be retained as the property of the OCDC upon expiration or termination of this contract. The pharmaceutical program shall also include guidelines for administering medications to those inmates scheduled to be temporarily out of the OCDC (e.g., for court appearances). All aspects of NCCHC and ACA standards shall be defined in the MP's policies and procedures. The MP's pharmaceutical program shall address, at





### COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

a minimum, the following:

- 1. Medication ordering process;
- 2. Medication administration system, to include Direct Observed Therapy (DOT);
- **3.** Routine/non-urgent medication shall be administered within twenty-four (24) hours of physician's orders, with urgent medication provided as required and ordered by physician;
- **4.** Electronic documentation of inmate education addressing potential medication side effects;
- **5.** Electronic documentation of medication administration to inmates, utilizing the medication administration record;
- **6.** Electronic documentation of an inmate's refusal to take a prescribed medication;
- **7.** Requirements for physician evaluations prior to the renewal of medication orders, to include psychotropic medications. The re-evaluations shall be documented electronically in the inmate's health record;
- **8.** All medications shall be maintained under proper conditions in a secure area;
- **9.** An electronic log indicating the use of stock medications shall be maintained;
- **10.** Written policies and procedures for the removal and disposal of all outdated, unneeded, and surplus medications.

Turn Key acknowledges these requirements. Turn Key has built a strong working relationship with Diamond Pharmacy and CorEMR, the pharmaceutical supplier and electronic health record management group currently providing services at OCDC. We have secured commitments from both parties to continue to provide services without disruption should Turn Key be awarded the contract. We have provided their letters of intent to continue services in ATTACHMENT G.

- J. The MP's dental care program shall address, at a minimum, the following:
  - **1.** Dental care shall be provided under the direction and supervision of a dentist licensed in the State of Oklahoma;
  - 2. The provision of dental treatment based on a list of dental priorities, and not limited to extractions when the health of the inmate would otherwise be adversely affected as determined by the dentist;

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- **3.** The provision of oral screenings for inmates within fourteen (14) days for adults and seven (7) days for juveniles of admission, to include dental education and oral hygiene instruction within one (1) month of admission. A dentist shall perform an oral examination of all inmates, adults and juveniles, within sixty (60) days of admission;
  - **4.** The dental clinic shall be staffed and operated on a set schedule, and for a sufficient number of hours, as indicated in the staffing plan included in this RFP. The **MP** shall specify the number of hours in their response to this RFP, if different than the included staffing plan.

#### Turn Key acknowledges these requirements.

**K.** The **MP** shall provide and maintain medical and dental orthoses and other aids to impairment when the health of the inmate would be adversely affected, as determined by the **MP**'s Medical Director. All costs associated with the provision of these requirements shall be applied to the contracted annual aggregate capitation.

#### Turn Key acknowledges this requirement.

L. The MP shall ensure the availability of laboratory studies as deemed necessary. Routine and Stat laboratory specimens shall be processed, and written reports shall be provided in a timely manner. The MP shall review all abnormal test results. The MP shall provide equipment and supplies to perform on-site laboratory testing as required by NCCHC and ACA standards.

Turn Key acknowledges this requirement. National correctional health providers frequently negotiate lab agreements with large, out-of-state laboratories assuming they are saving substantial money. Unfortunately, the quality of lab specimens can be compromised when sent to out-of-state labs for processing. Our local partnership with Diagnostic Laboratories of Oklahoma (DLO) will eliminate this concern. In addition, since we utilize DLOP at our 27 other Oklahoma locations, we have been able to negotiate rates we believe to be as competitive as any national laboratory. DLO's letter of intent to provide services for Turn Key at OCDC is included in ATTACHMENT L.

IVI.	The IVIP shall	i ensure th	ie avaliability o	radiological	studies as	aeemea	necessary.	Routine	and Stat
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radiology services shall be processed, and written reports shall be provided in a timely manner. A board-certified or board-eligible radiologist shall interpret all radiological test results.

Turn Key acknowledges this requirement. Turn Key intends to partner with Express Mobile Diagnostics to provide on-site radiology services at OCDC. Express has earned a stellar reputation for providing exceptional services in Oklahoma, including services for the Oklahoma DOC prisons. A letter of intent that includes additional information about their correctional experience is included in ATTACHMENT L.

**N.** The **MP** shall be responsible for cooperating with the established food service program to ensure the provision of medically necessary diets. These diets shall include, but are not limited to: Mechanical Soft (chewing/digestive issues), Low Sodium, ADA Diabetic (specify number of calories), Full Liquid, and Clear Liquid.

#### Turn Key acknowledges this requirement.

O. The MP shall, in concert with the OCDC Jail Administrator, develop policies and procedures that define the management of inmate complaints and grievances related to inmate healthcare services that shall include a process for appeals. The MP shall develop a system of tracking inmate complaints and grievances, from initial receipt to final resolution. The MP shall actively acknowledge and answer all inmate healthcare service related complaints and grievances no more than twenty-four (24) hours after initial receipt.

#### Turn Key acknowledges this requirement.

P. The OCDC utilizes an inmate medical co-pay system, requiring that inmates be charged for inmate healthcare services, including but not limited to Intake Screening. The MP shall actively participate in the inmate medical co-pay billing process, by providing timely and accurate documentation to the OCDC Inmate Trust Accounting office. The MP's failure to adhere to the inmate medical co-pay billing process procedures shall result in a financial penalty equal to the amount of any lost revenue. Any changes to the inmate medical co-pay system shall be authorized in writing by the COUNTY.

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#### Turn Key acknowledges this requirement.

- **Q.** The **MP** shall not be responsible for the provision of routine healthcare services to **OCDC** staff. However, the **MP** shall provide the following services for the **OCDC** staff:
  - 1. Annual tuberculin skin testing and appropriate referral;
  - 2. Hepatitis B vaccinations;
  - 3. Annual Influenza vaccinations;
  - **4.** Provide on-site emergency intervention for staff, inmates, and visitors when necessary;
  - **5.** Ongoing, structured health education, including but not limited to: infectious diseases, management of emergency situations, and other topics required by NCCHC standards, ACA standards, United States DOJ standards, and Oklahoma Jail standards.

Turn Key acknowledges these requirements.

### IV. CARE, TREATMENT & ON-SITE SERVICE REQUIREMENTS

- **A.** The **MP** shall provide an on-site inmate healthcare services program focusing on cost containment without compromising the quality of care deemed medically necessary. Including, but not limited to the following:
  - Pre-Screening- A prescreen evaluation shall be conducted by a licensed healthcare professional at the time a prisoner is presented for booking, prior to an Intake Screening. No unconscious person or person who appears to be seriously injured shall be admitted to the OCDC. They shall be referred immediately for emergency medical attention and their admission or return to the OCDC is predicated upon the presentation of a written medical clearance.

#### Turn Key acknowledges this requirement.

2. Intake Screening- A licensed healthcare professional shall perform an intake screening on incoming inmates upon admission to the OCDC. Individuals brought into the OCDC to be

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placed in custody shall be medically cleared prior to booking. The screening shall identify those individuals with medical conditions, mental disorders, inmates in need of Restrictive Housing or close supervision, and those with suicidal tendencies. Inmates shall be booked and committed into the **OCDC** twenty-four (24) hours a day, seven (7) days a week. **OCDC** staff shall be notified if an inmate refuses any aspect of the intake screening and the inmate shall be recommended for placement in special confinement and segregated from the general population.

The screening examination should include, at a minimum, documentation of the following:

- a) Inquiry into current illnesses, health problems, and conditions, including:
  - (1) Any past history of tuberculosis or other infectious or communicable illness, or symptoms- e.g., chronic cough, hemoptysis (spitting up blood), lethargy, weakness, weight loss, loss of appetite, fever, night sweats -suggestive of such illness;
  - (2) Mental health problems including suicidal ideation and hospitalization to include inpatient psych care;
  - (3) Dental problems;
  - (4) Allergies;
  - (5) Medications taken and special health (including dietary) requirements;
  - **(6)** For women, date of last menstrual period, current gynecological problems, and pregnancy;
  - (7) Use of alcohol and other drugs, including types, methods (including needle sharing), date or time of last use, and problems that may have occurred after ceasing use (e.g., convulsions);
  - (8) Other health problems designated by the responsible physician; and
  - (9) Cognitive or physical impairments.
- **b)** Observation of the following:
  - (1) Appearance (e.g., sweating, tremors, anxious, disheveled);
  - (2) Behavior (e.g., disorderly, appropriate, insensible);
  - (3) State of consciousness (e.g., alert, responsive, lethargic);
  - (4) Ease of movement (e.g., body deformities and gait);
  - (5) Breathing (e.g., persistent cough or hyperventilation) and





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- (6) Skin (including lesions, jaundice, rashes, infestations, bruises, scars, tattoos and needle marks or other indications of drug abuse, body deformities or other physical abnormalities).
- c) When clinically indicated, there is an immediate referral to an appropriate health care service.
- d) Notation of the disposition of the inmate, such as immediate referral to an appropriate healthcare service, approval for placement in the general inmate population with later referral to an appropriate healthcare service, or approval for placement in the general inmate population.
- e) Immediate needs are identified and addressed and potentially infectious inmates are isolated.
- **f)** A screening questionnaire for tuberculosis is completed at intake with a PPD given during the History and Physical, no later than 14 days after admission.
- g) Medical and mental health screenings; history of sexual abuse
  - (1) If the screening pursuant to § 115.41 Prison Rape Elimination Act (PREA) indicates that a prison inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
  - (2) If the screening pursuant to § 115.41 Prison Rape Elimination Act (PREA) indicates that a prison inmate has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a mental health practitioner within 14 days of the intake screening.
  - (3) If the screening pursuant to § 115.41 Prison Rape Elimination Act (PREA) indicates that a jail inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
  - Any information related to sexual victimization or abusiveness that occurred in an institutional setting shall be strictly limited to medical and mental health practitioners and other staff, as necessary, to inform treatment plans and security and management decisions, including housing, bed, work, education,





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- and program assignments, or as otherwise required by Federal, State, or local law.
- (5) Medical and mental health practitioners shall obtain informed consent from inmates before reporting information about prior sexual victimization that did not occur in an institutional setting, unless the inmate is under the age of 18.

### Turn Key acknowledges these requirements.

**3. Inmate Placement**- The **MP** shall work in conjunction with the **OCDC**'s classification staff to provide appropriate inmate placement, to include but not limited to the following: general inmate population, general inmate population with referral to the appropriate healthcare service at **OCDC**, immediate referral to a physician or physician's assistant when indicated, and referral to an appropriate off-site preferred provider/facility for emergency treatment.

#### Turn Key acknowledges this requirement.

4. Transfer Screening- A transfer screening shall be performed by qualified healthcare professionals on all transfers within twelve (12) hours of arrival to ensure continuity of care. Notification to OCDC Command Staff shall ensure transfer completion in a timely manner. Transfer screening to include, but not limited to: Review of inmate's medical, dental, and mental health issue; current medications; current treatment plan; and results of a complete intake screen.

### Turn Key acknowledges this requirement.

- 5. Seven (7) Day and Fourteen (14) Day Inmate Health Assessments:
  - a) MP shall develop policies and procedures for seven (7) day and fourteen (14) day inmate health assessments, which shall be subject to review and comment by the OCDC Jail Administrator or his designee.
  - b) A licensed physician, midlevel provider, or an appropriately trained registered nurse shall complete inmate health assessments no more than seven (7) days for juvenile inmates and no more than fourteen (14) days for adult inmates of an inmate's booking and physical

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placement into the **OCDC**, in accordance with NCCHC, ACA, USDOJ, and Oklahoma State Jail Standards.

- c) The seven (7) day and fourteen (14) day inmate health assessments shall include, but not be limited to, the following, as appropriate:
  - (1) A review of the intake screening results, and the collection of additional data to complete the inmate's medical, dental, mental health history;
  - (2) Laboratory and/or diagnostic tests to detect communicable diseases, including sexually transmitted diseases and tuberculosis, and other tests as determined by the responsible physician upon consultation with and approval by the local public health authority;
  - (3) Recording of current vital statistics, including but not limited to: height, weight, pulse, blood pressure, and temperature;
  - (4) A physical examination, including comments about mental status;
  - (5) Other tests and examinations, as deemed appropriate;
  - **(6)** A review of the findings of the inmate health assessment and tests, including identification by a physician of any problems;
  - (7) Initiation of therapy and immunizations, when deemed appropriate;
  - (8) Dental history, including but not limited to in oral hygiene and oral health education; and
  - (9) A structured interview in which inquiries are made in the following items:
    - (a) History of hospitalization and outpatient treatment;
    - (b) Current psychotropic medication;
    - (c) Suicidal ideation and history of suicidal behavior;
    - (d) Illicit drug usage;
    - (e) Alcohol usage;
    - (f) History of sex offenses;
    - (g) History of expressively violent behavior;
    - (h) History of victimization due to criminal violence;
    - (i) Special education placement and history of cerebral trauma; and
    - (i) Emotional response to incarceration.
- **d)** The inmate health assessment shall also include a tuberculin PPD skin test and a RPR Syphilis blood test, if not previously completed.

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e) The MP shall be required to credit the COUNTY one thousand dollars (\$1,000) per day per inmate for any incomplete inmate health assessments for each day over the seven (7) days for juvenile inmates and fourteen (14) days for adult inmates. The MP shall provide a weekly report that lists the number of inmate health assessments, including the inmate's names, which are within seven (7) days of reaching this deadline. The MP shall also provide a weekly report that lists the number of inmate health assessments, including the inmate's names, which failed to meet the requirements of the seven (7) day and fourteen (14) day Inmate Health Assessments. These reports shall be provided to the OCDC Jail Administrator.

Turn Key acknowledges these requirements. We do wish to discuss our History and Physical process with the evaluation committee to ensure the most cost-effective process is being conducted. Measures can be taken to reduce the requirement for OCDC to assess penalties.

#### 6. Mental Healthcare Services

- a) The MP shall be responsible for providing all inmates with the necessary mental healthcare services.
- **b)** The mental healthcare program shall include two (2) singularly designated Psychiatrists that are licensed to practice in Oklahoma.
- c) The MP shall establish policies and procedures detailing the processes for the screening, diagnosis, treatment, and referral of inmate mental health conditions.
- d) A licensed Mental Health Professional (MHP Master) shall conduct an initial mental health screening within seven (7) days for juvenile inmates and fourteen (14) days for adult inmates, unless clinically indicated to intervene prior to that time.
  - (1) The provisions of Mental Health treatment shall be stabilization, education and Pharmacological.
  - (2) Treatment Plans shall be developed for all inmates receiving mental health services.
  - (3) Education shall be provided to staff regarding suicidal ideation.
- e) An Oklahoma licensed Psychiatrist shall be on-call twenty-four (24) hours per day, seven (7) days per week.
- f) At a minimum, a licensed Mental Health Professional (MHP Master) shall provide weekly on-

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site assessments of clinically symptomatic inmates.

g) The MP's inmate healthcare personnel shall be trained on the identification and treatment of inmates who are at risk of suicidal and/or homicidal behavior. Detailed policies and procedures shall be established for both the on-site treatment of such identified inmates and for referrals to off-site mental health professionals when deemed medically necessary for continued treatment.

Turn Key acknowledges these requirements. Turn Key has a proven record of recruiting professional mental health personnel for our operations. Turn Key partnered with the Tulsa County Sheriff's Office to implement a state-of-the-art mental health unit at the David L. Moss Criminal Justice Center. Prior to implementation, Turn Key recruited a psychiatrist and a psychologist with extensive correctional mental health experience. Neither of these professionals was actively seeking new careers. However, with our local recruitment capabilities, we were able to convince them to join our program and leave existing lucrative positions. It should be noted that our predecessor, Armor, who had these positions open a number of times at both of their Oklahoma operations had never contacted these professionals. This is a true testament to the advantages of our local recruitment connections.

#### 7. Inmate Requests for Healthcare Services

- a) The MP shall establish policies and procedures for handling and responding to inmate requests for healthcare services. MP policies and procedures shall be subject to review and comment by the OCDC Jail Administrator.
- b) Inmates shall have the opportunity, daily, to request healthcare services. Inmates may request service orally, in writing, or electronically. Healthcare personnel shall review each request and determine the appropriate course of action, to include but not limited to: immediate intervention, scheduling for nursing sick call, and provider evaluation.
- c) The MP shall establish a system to efficiently collect, triage, and respond to inmate requests for healthcare services.
- d) The MP shall establish assessment protocols to facilitate a five (5) days per week sick call process. The assessment protocols shall be appropriate for the level of skill and preparation of the nursing personnel tasked with this responsibility. The assessment protocols shall comply with all NCCHC, ACA, USDOJ, and Oklahoma State Jail Standards.

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e) The OCDC utilizes an inmate medical co-pay system, requiring that inmates be charged for inmate healthcare services, including but not limited to Intake Screening. The MP shall actively participate in the inmate medical co-pay billing process, by providing timely and accurate documentation to the OCDC Inmate Trust Accounting office. The MP's failure to adhere to the inmate medical co-pay billing process procedures shall result in a financial penalty equal to the amount of any lost revenue. Any changes to the inmate medical co-pay system shall be authorized in writing by the COUNTY.

Turn Key acknowledges these requirements.

#### 8. Restrictive Housing Rounds

- a) Healthcare or Mental health personnel will participate in multidisciplinary team meetings weekly to assess the restrictive housing population and needs or risks to transition them back to general population.
- b) Qualified healthcare personnel shall perform grand rounds on inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) to monitor the inmates' health status, and to ensure access to healthcare services seven (7) days a week. A record of the restrictive housing grand rounds shall be maintained with clinical encounters and shall be noted in the inmates' healthcare records.
- c) The MP's monitoring requirements of segregated inmates is based on the degree of isolation:
  - (1) Inmates under extreme isolation with little to no contact with other individuals shall be monitored daily by the MP;
  - (2) Inmates under isolation with limited contact with staff or other inmates shall be monitored no less than three (3) times per week by the MP.

Turn Key acknowledges these requirements.

#### 9. Women's Preventative Healthcare

a) The MP shall be responsible for the provision of medically necessary healthcare services to the female inmate population, to include but not limited to the following:

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- (1) Screening for sexually transmitted diseases such as Syphilis, Gonorrhea, and Chlamydia;
- (2) Annual Papanicolaou testing (Pap smear) as medically indicated; and
- (3) Mammograms as medically indicated based on medical history or an abnormal breast examination.
- **b)** The **MP** shall establish policies and procedures specific to the healthcare of pregnant inmates, to include but not limited to the following:
  - (1) Pre-natal care, including regular monitoring by an Obstetrician;
  - (2) Provision of appropriate vitamins and dietary needs;
  - (3) Identification and disposition of high-risk pregnancies, including appropriate referrals; and
  - (4) The MP shall not be responsible for fetal healthcare services nor postnatal newborn healthcare services however a postnatal healthcare plan shall be developed for the mother prior to delivery.

Turn Key acknowledges these requirements. We provide on-site OB/GYN services to our patient population at a number of facilities. We will continue the current on-site OB/GYN program at OCDC.

#### 10. Infectious and Communicable Diseases, Chronic Illnesses, and Special Healthcare Needs

- a) The MP shall establish policies and procedures for the care and handling of inmates diagnosed with infectious and communicable diseases, chronic illnesses, and other special healthcare needs.
- b) The MP shall develop an infection control program that focuses on surveillance, prevention, treatment, and reporting. In addition to procedures generic to "infectious diseases," disease-specific programs shall be established to include but not limited to the following:
  - (1) Tuberculosis
    - (a) The MP shall develop a Tuberculosis (TB) program which includes surveillance, treatment, and monitoring that is consistent with community standards.
    - (b) Any inmates with a positive Purified Protein Derivative (PPD) skin test result

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shall receive a chest x-ray, with appropriate follow-up care, including isolation, if required.

- (2) Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS)
  - (a) Voluntary HIV testing and counseling shall be made available on a confidential basis to any inmate who requests testing and counseling.
  - **(b)** A physician shall evaluate any inmate who is identified as having HIV disease. HIV inmates shall have access to infectious disease specialists and HIV medications as deemed medically necessary.
  - (c) The MP shall ensure that all inmates that are released with an infectious or communicable disease are provided with community referrals for follow-up healthcare.
  - (d) A committee shall be established and include the MP and a representative of the OCDC Quality Assurance division to be responsible for the OCDC infectious control program (positive PPD, TB, Hepatitis, etc.) in accordance with the NCCHC, ACA, USDOJ, and Oklahoma State Jail standards.
  - (e) The MP shall establish policies and procedures for the identification, treatment, and monitoring of inmates diagnosed with chronic illnesses and special healthcare needs.
  - **(f)** The **MP** shall establish policies and procedures for the identification, treatment, and monitoring of inmates diagnosed with head or body lice infestations.
  - (g) All aspects of the management of infectious and communicable diseases, chronic illnesses, and special healthcare needs shall be addressed in the MP's policies and procedures documentation and shall meet the standards established by the NCCHC, ACA, USDOJ, and Oklahoma State Jail standards.

Turn Key acknowledges these requirements. We will employ a Quality Assurance nurse who will be responsible for monitoring the efficiencies of our Infection Control Program.

#### 11. Emergency Healthcare Services

a) The MP shall establish policies and procedures to address emergency situations. These emergency policies and procedures shall provide for immediate response by the inmate

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healthcare personnel to stabilize the patient. Emergency services to include but not limited to first aid and cardiopulmonary resuscitation services shall be provided on-site.

- **b)** The **MP** shall notify the **OCDC** shift supervisor when an off-site emergency transfer is required, so that custodial transportation services can be coordinated.
- c) The MP shall immediately report all emergency transfers to the OCDC Jail Administrator or designee. The report shall include but not be limited to the following information:
  - (1) Inmate's full name and Master Number;
  - (2) The date and time that emergency service was requested;
  - (3) The date and time that emergency service was initiated;
  - (4) The nature of the emergency;
  - (5) The date and time of the inmate's departure to off-site facility;
  - (6) The current, then final disposition.
- d) The MP shall establish policies and procedures to address the healthcare aspects of the OCDC emergency response plan. The related policies and procedures shall be subject to approval by the OCDC Jail Administrator and shall include, but not be limited to the following:
  - (1) Detailed responsibilities of the inmate healthcare personnel;
  - (2) Detailed procedures for triage;
  - (3) Predetermination of primary and secondary sites for healthcare;
  - (4) Emergency contact information and detailed procedures for alerting the inmate healthcare personnel and the community emergency response providers (e.g., hospitals, ambulatory services); and
  - (5) Detailed contingency plans for each element of the inmate healthcare emergency response plan.

#### Turn Key acknowledges these requirements.

#### 12. Discharge Planning

- a) The MP shall establish policies and procedures for the provision of inmate healthcare discharge planning services.
- b) Inmate discharge planning services shall include a supply of current medications

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and/or prescription, as required by NCCHC, ACA, USDOJ, and Oklahoma State Jail standards, when advance notice allows.

- c) Inmate discharge planning service shall arrange for discharged inmates to be seen by a community healthcare services provider.
- d) Inmate discharge planning services shall arrange or refer for follow-up services with community providers for discharged inmates with critical medical and mental healthcare needs.
- e) Advance notification from the OCDC Jail Administrator or designee shall be provided to the MP, when possible, to facilitate compliance.

Turn Key acknowledges these requirements. Turn Key's proposed staffing matrix includes a full time Community Coordinator (discharge planner). Our version of CorEMR contains "triggers" that initiate discharge-planning services during various healthcare encounters throughout an inmate's incarceration. The program we implemented in Tulsa County has enhanced continuity of care and improved the relationships with community agencies and patient advocates.

#### 13. Violations and Penalties

- a) Repeated violations of the Oklahoma State Jail Standards revealed during audits by Jail Inspectors shall result in a \$1,000.00 charge back to the **MP** for each violation that is repeated within a six (6) month period.
- b) The MP may be held financially responsible for any lost revenue related to boarding agreements that are lost due to specifically noted deficiencies by the MP.

Turn Key acknowledges that our contract is subject to performance penalties. We look forward to meeting with the evaluation committee and members of the Sheriff's Office to define more detailed parameters.

#### **V. OFF SITE PROVIDER SERVICES**

A. Off-Site Provider Network

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- **1.** The **MP** shall establish an Off-Site Provider Network to provide medically necessary services which cannot be reasonably provided at the **OCDC**.
- 2. The MP shall include written letters of intent from these providers, demonstrating their willingness to participate in the Off-Site Provider Network, with their bid proposals.
- **3.** The **MP** shall negotiate provider discounts with all subcontractors and all discounts shall be afforded to the **COUNTY**. The **COUNTY** shall not be invoiced by the **MP** for any amount exceeding the amount the **MP** has paid on any invoice. This includes all invoices that are applied to the established annual aggregate capitation.
- **4.** Copies of all provider contracts and any addenda shall be immediately submitted to the **OCDC** Jail Administrator and the **COUNTY** Sheriff or designee.
- **5.** To support the delivery of comprehensive inmate healthcare services, the Off-Site Provider Network shall include but not be limited to the following medical specialty services:
- a) A general hospital facility to provide treatment for inmates requiring medical services, surgical services, emergency services, and mental health services (e.g. inpatient and outpatient healthcare services).
- **b)** A tertiary-care hospital facility for treatment of inmates requiring medical/surgical trauma services otherwise unavailable at a general hospital.
- c) Individual practitioners and/or group specialty physician practices to provide routine outpatient clinics and individual treatment as necessary, to include but not limited to the following medical services:
  - (1) Urology
  - (2) Gastroenterology
  - (3) Orthopedics/Physical Therapy
  - (4) Cardiology
  - (5) Ophthalmology/Optometry
  - (6) Internal Medicine
  - (7) General Surgery
  - (8) Dermatology
  - (9) Otolaryngology (ENT)
  - (10) Allergy/Immunology





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- (11) Obstetrics/Gynecology/High Risk OB
- (12) Psychiatry
- (13) Nephrology/Dialysis
- **6.** A laboratory to provide routine and STAT services which cannot be provided on-site at the **OCDC**. STAT laboratory results and reports shall be delivered to the **MP** at the **OCDC** within twenty-four (24) hours after receipt of specimen.
- **7.** A radiological service to provide x-rays that cannot be provided on-site at the **OCDC**. This provider can be a free-standing radiology service or a general hospital.
- **8.** A pharmacy to provide prescription and non-prescription medications, including HIV and Hepatitis C specific medications, in accordance with all Federal, State, and Local laws, regulations, and rules. The **MP** shall be responsible for all costs associated with the prescribing and dispensing of medications, and shall monitor formulary utilization to contain costs.

Turn Key acknowledges all the requirements of 1-8 above. With 27 operations in Oklahoma, we have strong working relationships with numerous specialty service providers in Oklahoma. As detailed in Section 2.11, we are proposing (with OCSO's approval) a partnership with the Oklahoma University Department of Psychiatry. This partnership has the potential to substantially enhance the delivery of mental health services at OCSO. The partnership would also enhance the community's image of the detention center's method of delivery of mental health services delivery. The Department of Justice would also likely see many of the enhancements as substantial improvements. OU's letter of intent to partner with Turn Key is included in ATTACHMENT H.

As previously mentioned, we have developed strong working relationships with DLO, Express Mobile Diagnostics, and Diamond Pharmacy. Letters of intent from several of our proposed specialty service partners are included in ATTACHMENT L.

#### B. Off Site Referrals to Providers

- **1.** The **MP** shall establish policies and procedures for the referral of inmates to specialty care providers when deemed medically necessary.
- 2. The MP shall coordinate arrangements for off-site care with the appropriate OCDC staff for the

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custodial transportation of inmates to off-site providers.

- **3.** The **MP** shall be responsible for determining the medical necessity of off-site specialty medical services and for providing the necessary medical information, as well as billing information, to the providers.
- **4.** The **MP** shall generate and complete an appropriate "Request for Consultation" form for inmates requiring specialty care services. This completed form shall accompany the inmate during transport from the **OCDC** to a provider for treatment.
- **5.** Each specialty care referral shall result in a legible consultation/treatment report from the provider, to be filed in the inmate's medical record. The **MP** shall review the consultant report. This legible report shall contain, but not be limited to the following information:
  - a) Reason for consult;
  - b) Any examination and lab findings;
  - c) Diagnosis;
  - d) Treatment plan(s); and
  - e) Follow-up appointment (if necessary)
- **6.** Recommendations involving any special procedures or non-routine follow-up shall be communicated between the provider and the **MP**.
- 7. The MP shall generate and provide to the OCDC Jail Administrator a monthly report of specialty care referrals. This report shall include, but not be limited to the following information:
  - a) The inmate's full name and Master Number;
  - b) The date and time the initial medical and/or after-hours medical request was received;
  - c) The date and time of examination by a physician;
  - d) The date and time the referral was made; and
  - e) The current, then final disposition.
- **8.** The **MP** shall utilize Telemedicine; however Telemedicine shall not be used to replace onsite staff.
- **9.** The **MP** shall provide, in detail, any other cost containment opportunities available to the **OCDC**. The **MP** shall also provide a plan for minimizing the amount of time which inmates are housed off- site for medical treatment.





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10. Annual Aggregate Capitation: The MP shall be required to submit for consideration, a dollar amount that sufficiently off-sets any additional out of pocket costs to the COUNTY for all off-site medical services and all pharmacy expenses. The definition of off-site medical services is any inmate inpatient and outpatient charges resulting from any services, including physician office visits rendered to an inmate while outside the OCDC facility, and any other costs identified within this RFP.

Turn Key acknowledges these requirements. If awarded the contract, Turn Key intends to continue HIV services through the telemed program currently provided by Oklahoma University's Infectious Disease Program.

Section 2.13, as well as our Business Proposal, includes a number of cost containment strategies we intend to implement. To be consistent with the Aggregate CAP format of the existing contract with Armor, our Business Proposal (under separate cover) includes provisions to process off-site care and pharmaceutical costs for reimbursement as they occur, through a separate procedure than as part of the base contract. Although Armor's contract includes a \$1,750,000.00 aggregate CAP, we believe \$1,450.000.00 should be sufficient, especially when considering our record of reducing unwarranted off-site costs. In addition, our base contract will include the costs of on-site specialty services as opposed to Armor's agreement, which allows them to be applied to the CAP. Should Oklahoma County desire to pursue an alternative format for the Aggregate CAP, we are happy to work with additional options.

#### C. Special Conditions for Off Site Medical Service Expenses

- **1.** The **COUNTY** shall not be responsible for any inmate medical service expense that may arise from a preexisting condition as defined by 19 O.S. § 746.
- 2. The MP shall be responsible for determining an inmate's eligibility for Medicaid or private insurance, and shall be responsible for filing all claims with insurance companies and Medicaid per 36 O.S. § 6060.4a.
- **3.** The Oklahoma Department of Corrections (DOC) reimburses authorized off-site medical expenses for DOC inmates. The **MP** shall be responsible for communicating with DOC to secure pre-authorization prior to scheduling any off-site medical care a DOC inmate may

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require. For emergency services, the MP shall notify DOC within twenty-four (24) hours of service for the claim to be submitted for reimbursement. Failure of the MP to obtain preauthorization, or to notify DOC within the allowable time frame, shall result in the MP becoming solely financially responsible for any resulting inmate off-site medical expenses

Turn Key acknowledges these requirements. With more than 27 current operations in Oklahoma, Turn Key is more familiar with the Oklahoma regulatory statutes than any organization in the correctional health industry. Oklahoma lawmakers review and revise statutes annually. Many of our competitors research state statutes when they first begin services in a new state. However, they don't always continue to monitor changes to statutes after they have become established in a state. This lack of attentiveness can be costly to clients. For instance, Oklahoma Title 19 OS 746, Oklahoma Title 20 OS 1313.7, and a number of other statutes have undergone numerous revisions in recent years. As an Oklahoma based provider, Turn Key continues to monitor legislation, and we support the Oklahoma Sheriff's Association's efforts to assure our clients financial liabilities are reduced to the furthest extent possible. We have successfully saved our clients thousands of dollars simply by monitoring the Oklahoma Statutes that directly impact correctional facilities.

#### VI. HEALTH RECORDS MANAGEMENT

- A. Electronic Health Record Format and Contents
  - 1. Consolidated Health Record- The MP shall ensure the maintenance and confidentiality of their Electronic Medical Record (EMR) system and shall be responsible for the EMR's communication and compatibility with the OCDC Jail Management System (JMS). The OCDC's current JMS is E-Justice Solutions 9.2. All documents related to an inmate's healthcare services, including but not limited to medical, dental, mental health, and consultations, regardless of origin, shall be filed in one single, consolidated electronic medical record. Log sheets listing multiple inmates (e.g. Sick Call log, Off-site Referral log, Emergency log, and Restrictive Housing log) shall be maintained and filed separately from the individual inmates' electronic health records, but shall be easily retrieved.
    - 2. Standardized Forms- All health record forms shall be standardized and specific to the OCDC. The objective is to list all demographic information, including but not limited to Inmate's Name, Booking Number, Date of Birth, and Gender in the same area of each form. All entries in the





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inmate's medical record shall contain the above referenced demographic information as well as the name, title (signature), date, and time of the provider making the notation.

- 3. Signature File- The MP's medical records department shall maintain a signature file for all individuals making clinical notations in the inmates' medical records. This file shall contain each individual's full name, full legal title (profession), licensure, credentials, signature, and initials. This serves as a comparison for reviewing the inmates' medical records and authenticating entries. All entries shall be legible. If an individual provider utilizes a signature stamp for clarity of reading the name, that individual shall initial with the signature stamp to validate the stamp. The name stamp shall not be utilized by nursing staff or any other provider. If computer entries are utilized for order entry, the EMR system shall ensure the security of individual passwords and entry verification and authentication.
- 4. Establishment of a Medical Record upon Intake- A complete medical record shall be established for each and every inmate admitted to the OCDC, even if the only document contained in the record is the receiving screening completed by an RN during booking. Each admission shall be checked for the existence of a prior medical record to ensure continuity of care and availability of prior documentation. Multiple charts for the same individual shall be consolidated into a single record. Active records shall be maintained on-site within the OCDC and inactive records shall be archived, but remain easily retrievable and accessible. The use of the Master Number (that is the same regardless of admission information and linked to fingerprint identification) shall ensure consistency and accuracy of patient identification, rather than using the booking number which changes on each admission. Use of the Master Number avoids the duplication of records due to aliases, incorrect dates of birth, inconsistency in self-reported demographic information, etc.
- treatment, inpatient hospitalization, outpatient surgery, or diagnostic appointments shall have documentation sent with them in the form of a transfer summary or consult request. If a consult request is utilized, relevant medical record information such as x-ray reports, latest physical examination findings, and lab results shall be attached to improve the ability the consultant to act on full information. Inmates returning from the emergency department shall return with at least a disposition and instruction sheet to indicate what actions were taken, orders written, and what treatments were performed during the visit. Inmates released from a community inpatient hospital shall return with instructions/orders and preferably the detailed discharge summary. If the discharge summary is not available at the time of discharge, it should be forwarded as quickly as possible. Inmates returning from consult appointments should have documentation regarding



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the findings of the specialist consulted. However, all instructions occurring from off-site encounters are considered recommendations rather than orders and are subject to the review and approval of the Health Services Administrator (HSA) or his/her designee. All information returned with an inmate from an off-site encounter, inpatient or outpatient, shall be filed within the individual's medical record.

Turn Key acknowledges these requirements. Turn Key has a strong working relationship with CorEMR, OCDC's current electronic health record provider. We have transitioned CorEMR from a prior vendor to our system without interruption on more than one occasion. We provide additional details regarding our relationship with CorEMR in Section 2.9 and a letter of intent from CorEMR to continue providing their electronic record program with Turn Key in ATTACHMENT G.

#### **B.** Confidentiality of Health Information

- 1. Health records are confidential legal documents, thus the MP shall develop a process to maintain these records in a safe and secure environment, following statutory rules and HIPAA guidelines. Multiple providers may need access to the same file on the same day. Control of these records shall be limited to health professionals and preferably to the dedicated medical records staff.
- **2.** Permitted disclosure by the **MP** shall be to law enforcement officials having lawful custody after meeting specific reasons for such disclosure.
- 3. Certain sections of the medical record may be more restrictive regarding release of information criteria and access, i.e. HIV and mental health, for example. The MP shall comply with all state and federal guidelines regarding the release of information from a health record. Given the complexity of maintaining medical records, releasing information appropriately and ensuring confidentiality, the MP shall develop a Medical Records Manual that encompasses all medical record policies and procedures regarding filing, format, sections, how to purge a record, multiple volumes, release of information, confidentiality,

consent and other key aspects of record management. The Medical Records Manual shall be approved by the **OCDC** Sheriff or designee.

Turn Key acknowledges these requirements.

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#### C. Sharing of Health Information

- 1. Records obtained from external providers for occurrences prior to incarceration or during incarceration shall be filed in the medical record. However, if there is a request for a copy of the record and the request is authorized by the inmate's release of information, the documents obtained from an outside source shall not be provided with the medical record copy. Rather any external documents from hospitals, clinics, etc., shall be requested separately and directly from that specific location.
- 2. Communication Sometimes it is critical that custody staff be informed of a health or mental health situation so that they may respond appropriately in the event of a crisis, i.e. suicide watch. It is essential that information be shared between health or mental health services and security staff particularly regarding housing restrictions or other limitations in assignments, work or programs. The MP shall ensure that a system for the sharing of necessary information is in place.
- 3. Restricted Access- Security staff shall not have access to medical records unless on a need to know basis with the authorization of the OCDC Jail Administrator. If security staff needs access to a medical record, the review shall include an Inmate Healthcare Services records clerk or management staff to maintain the record and search for relevant entries. Copies of records for corrections purposes should be limited and only authorized by the OCDC Jail Administrator.

Turn Key acknowledges these requirements.

#### D. Availability and Use of Health Records

1. The health record shall be available to all on-site providers. The use of the EMR system for chart tracking on any given day shall be the MP's responsibility. If multiple providers require access to the record simultaneously, the MP's staff shall be able to locate the record and retrieve it without difficulty.

Turn Key acknowledges this requirement.

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- Document Security during Movement- Documents that are forwarded with an inmate to an outside provider or that are sent with an inmate upon transfer shall be sealed in an envelope and delivered by a Deputy Sheriff to the intended party with the seal intact. If a group of individuals are being transported and there are multiple files for one location, they shall be grouped and boxed then sealed. The goal is to restrict access to critical confidential medical record documentation to health providers or those with a legitimate need to know as established by the COUNTY.
- 2. Exchange of Information- The medical record shall never be sent off-site with an inmate to a hospital or outpatient setting outside of the jurisdiction of Oklahoma County. Only a relevant summary form or consult may be sent outside of the jail system. For inmates transferring to other correctional jurisdictions such as city, county, and state correctional facilities, a transfer summary shall be prepared and forwarded in a confidential manner and the original record shall be retained as inactive in archives for the OCDC.

#### Turn Key acknowledges these requirements.

#### F. Retention of Health Records

1. Active medical records shall be maintained in the electronic medical record database. Inactive files and records of individuals no longer incarcerated at the site shall be forwarded to the designated archive location for retention. If the inmate is readmitted, the inactive file shall be retrieved and reactivated to eliminate potential duplication of records. Inactive files shall be retained and managed by the medical records department according to state and federal law regarding the period of retention. Health records involved in litigation shall be retained indefinitely.

#### Turn Key acknowledges this requirement.

- G. The Inmate Medical Record Shall Include, But Not Be Limited To The Following:
  - 1. Intake screening form;
  - **2.** Health appraisal form;
  - 3. Physician order/treatment plans;

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- **4.** Prescribed medications administered or not administered, date, time and by whom;
- **5.** Complaints of illness or injury;
- 6. Findings, diagnoses, treatments and dispositions;
- **7.** Problem List;
- 8. Consent and refusal forms;
- 9. Release of information forms;
- 10. Inmate Healthcare Services request forms; copies of Medical Grievances
- **11.** Laboratory, radiology and diagnostic studies;
- 12. Consultation, emergency room and hospital reports and discharge summaries;
- **13.** Each documentation shall include the date, time, legible signature and title of each documenter

#### Turn Key acknowledges these requirements.

#### H. Inmate Medical Records Penalties

- 1. If an inmate's medical record cannot be located within eight (8) hours of the discovered loss, the MP's Administrator and the OCDC Jail Administrator or his designee shall be notified in writing and a duplicate record shall be immediately generated. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined to form one file.
- **2.** Upon expiration or termination of the Contract all medical records shall remain the property of the **OCDC**.
- **3.** All loose paper shall be scanned and filed in the appropriate chart within twenty four (24) hours of generation. Any paper not scanned and filed within the required timeframe shall be documented and listed as a credit to the **COUNTY** of \$1.00 per page on the following month's service invoice.

Turn Key acknowledges these requirements. As with all liquidated damage clauses in the RFP, we look forward to meeting with the evaluation committee and OCSO to discuss how penalties will be assessed to ensure OCDC's satisfaction with our services.

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#### **VII.MEDICAL STAFF MANAGEMENT**

**A.** The **MP** shall establish policies, and procedures that address the on-site health services unit and staff.

#### 1. New Hires

- a) The MP shall interview staff candidates with special focus on technical expertise, emotional stability, and motivation. The final selections made by the MP shall be approved by the OCDC Jail Administrator. The OCDC Administrator shall not unreasonably withhold approval. Current medical staff shall be provided the opportunity to apply for employment with the MP.
- b) Candidates shall be required to make an on-site visit to the OCDC prior to the MP rendering a formal offer of employment. The MP shall hire only licensed and qualified personnel to provide on-site professional services.
- c) The MP shall complete a credentialing process, consistent with community standards for each licensed healthcare professional. A copy of the application, credentialing verification documents, complete work history, license, and degree shall be maintained on file. The OCDC Jail Administrator shall have access to this information upon request.
- d) All MP employees shall be required to pass a background investigation conducted by the COUNTY as a requisite for initial and/or continued employment. Rejection of any job applicant by the OCDC shall be final. Background investigations shall be completed within a reasonable timeframe.
- e) All MP employees shall comply with current and future federal, state, and local laws, regulations, court orders, administrative regulations, administrative directives, and the policies and procedures of the OCDC.
- f) All MP employees shall be trained and certified in Basic Life Support-Cardiopulmonary Resuscitation (BLS-CPR) with re-certification provided as required by the regulatory body.

#### 2. New Employee Orientation

a) The MP shall be responsible for ensuring that new healthcare employees are provided with an orientation addressing the policies, procedures and practices of the

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on-site healthcare program. Orientation regarding other facility operations shall be the responsibility of the **OCDC**.

#### 3. Ongoing In-Service Training

a) The MP shall provide annual in-service training for qualified healthcare services personnel as required by NCCHC standards, ACA standards, United States Department of Justice standards, and Oklahoma State Jail standards. In-service training hours and subject matter shall be consistent with accreditation requirements.

#### 4. Position Descriptions

a) The MP shall provide a written position description to each member of the healthcare staff and to the OCDC Jail Administrator. The job description shall delineate the employee assigned responsibilities and shall meet requirements of the American Disabilities Act.

#### 5. Performance Appraisals

a) The MP shall monitor the performance of healthcare employees to ensure adequate job performance, in accordance with position descriptions. The MP management staff shall properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable laws.

#### 6. Administrative Procedures

- a) The MP shall be responsible for ensuring that the on-site healthcare staff reports problems and/or unusual incidents to the OCDC Jail Administrator or designee per established policies and procedures.
- b) The MP management staff (e.g., Project Manager, Health Services Administrator (HSA), and Director of Nursing) shall represent the healthcare unit in discussions with local civic groups or visiting officials as mutually agreed upon by the MP and OCDC Jail Administrator.

#### 7. Staffing

- a) The MP shall ensure that a physician is on-call twenty-four (24) hours per day, seven (7) days per week. Additionally, the MP shall establish an appropriate schedule for the utilization of staff and the effective delivery of services.
- b) The MP shall have a physician on-site as needed per applicable standards and as the workload dictates. Please indicate the number of hours a physician shall be on-site and the contractual minimum to be provided as indicated in the staffing plan. If the MP chooses,

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an alternative-staffing plan can be submitted with justification for changes.

- c) The MP shall have no less than the number of registered nurses or licensed practical nurses on-site during day hours (i.e., 7:00 AM -3:00 PM) as set forth by the final FTE.
- d) The MP shall have no less than the number of registered nurses and/or licensed practical nurses on-site during evening hours (i.e., 3 :00 PM -11 ;00 PM) as set forth by the final FTE.
- e) The MP shall have no less than the number of registered nurses and/or licensed practical nurses on-site during night hours (i.e., 11:00 PM -7:00 AM) as set forth by the final FTE.
- f) Hours worked by healthcare employees shall be spent on-site at the OCDC, except as otherwise agreed to in writing by both parties.
- g) The MP's contractual employees shall be required to comply with sign-in and sign-out procedures as set forth by the OCDC. The Sheriff shall have access to records indicating the hours worked by each employee.
- h) MP employees shall wear a standardized uniform and identification badge as directed by the OCDC when on-site at OCDC.

#### 8. Staffing Penalties and Credits

a) MP shall be required to credit the COUNTY for double the actual cost of service hours not provided by any Inmate Healthcare Services staff position beginning thirty (30) days after the initial date of non-service. This penalty shall be credited to the benefit of COUNTY on the following month's service invoice. The MP shall be responsible to ensure a timely and accurate presentation of payroll information that is valid and reliable. Each proposal shall contain a complete list of payback hourly rates for all on- site provider positions.

#### 9. Security

- a) All MP personnel are subject to the security regulations and procedures of the OCDC.
- b) All MP personnel are subject to removal from the OCDC facility at any time for security reasons as determined by the OCDC Sheriff or designee.

Turn Key acknowledges these staffing requirements. We have included our proposed staffing plans in Section III. We have also included our orientation checklist in ATTACHMENT E.





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#### VIII. UTILIZATION MANAGEMENT AND COST CONTAINMENT

A. The MP shall establish a utilization management program for the review and analysis of on-site inmate healthcare services and off-site referrals to preferred providers, including subspecialty, clinic, and inpatient hospitalization. The program shall include non-urgent hospitalization pre- certification, concurrent hospitalization review, discharge planning, and prior authorization of targeted procedures. The utilization management program shall demonstrate that the use of off-site services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

Turn Key acknowledges this requirement. Our program will enhance the on-site Utilization Management Process for OCDC. Our national competitors' Utilization Management programs frequently rely on data collection from the site level and remote corporate Utilization Coordinators who manages multiple sites. Our staffing plan (SECTION III) includes one full time on-site Utilization Manager who will track off-site services locally to ensure services are appropriately being provided at the local level. Our Medical Director will review all off-site services for appropriateness of care. This data will be maintained in a database that will be readily accessible to OCDC administration anytime in real time, as opposed to the monthly reports generated by many of our competitors. A sample printout of the database that will be utilized is included under ATTACHMENT I.

**B.** The **MP** shall clearly set forth an annual dollar limit (annual aggregate capitation) on the **MP**'s off-site liability, including all services provided outside of the **OCDC** and emergency transportation. This annual dollar limit (annual aggregate capitation) shall be, to the best of the **MP**'s ability, an amount sufficient to cover the cost of all off-site care. The **MP** shall propose how to handle any off-site expenses exceeding the established annual dollar limit (annual aggregate capitation).

To be consistent with the Aggregate CAP format of the existing contract with Armor, our Business Proposal (under separate cover) includes provisions to process off-site care, pharmaceutical costs for reimbursement as they occur, through a separate procedure, rather than as part of the base contract. Although Armor's contract includes a \$1,750,000.00 aggregate CAP, we believe \$1,450.000.00 should be sufficient, especially





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when considering our record of reducing unwarranted off-site costs. In addition, our base contract will include the costs of on-site specialty services as opposed to Armor's agreement, which allows them to be applied to the CAP. We have presented additional cost savings solutions to reduce the burden of off-site expenses throughout our Technical and Business Proposal.

Should Oklahoma County desire to pursue an alternative format for the Aggregate CAP, we are very willing to work with any option.

C. The MP shall also set forth an annual dollar limit (annual aggregate capitation) on pharmacy costs. This annual dollar limit (annual aggregate capitation) shall be, to the best of the MP's ability, an amount sufficient to cover all pharmacy costs. The MP shall propose how to handle any pharmacy expenses exceeding the established annual dollar limit (annual aggregate capitation).

To be consistent with the Aggregate CAP format of the existing contract with Armor, our Business Proposal (under separate cover) includes provisions to process off-site care and pharmaceutical costs for reimbursement as they occur, through a separate procedure, rather than as part of the base contract. Although Armor's contract includes a \$1,750,000.00 aggregate CAP, we believe \$1,450.000.00 should be sufficient, especially when considering our record of reducing unwarranted off-site costs. In addition, our base contract will include the costs of on-site specialty services as opposed to Armor's agreement, which allows them to be applied to the CAP. Should the expenses exceed the aggregate limit, we would process payment and seek reimbursement from the County.

D. The MP shall negotiate provider discounts with all subcontractors and all discounts shall be afforded to the COUNTY. The COUNTY shall not be invoiced for any amount in excess of what the MP has paid on any invoice. This includes all invoices that are applied to the annual aggregate cap. Copies of all provider contracts and any addenda shall be submitted to the COUNTY.

Turn Key acknowledges this requirement.

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**E.** Should the annual expenses for Off-site and/or Pharmacy end the contract period below the established annual aggregate capitations, **MP** shall return the entire dollar amount of these savings to the **COUNTY**, no more than 90 days after the conclusion of the previous contract year.

#### Turn Key acknowledges this requirement.

F. The MP shall invoice the COUNTY for monthly inmate healthcare services within ten (10) business days of the conclusion of the previous month. Each invoice shall provide a reasonable detail of the services that were performed and other agreed upon items, for the amount that has been invoiced. The COUNTY shall make every effort to ensure that the MP is paid promptly and accurately.

#### Turn Key acknowledges this requirement.

#### **G.** Subcontractor Payment Timeliness

- The MP shall carry out payments to hospitals, physician groups and other subcontractors within 45 days of billing. Any and all bills, invoices and general business matters shall be mailed to the MP's corporate address and not to the Oklahoma County Detention Center (OCDC) or other Oklahoma County addresses.
- 2. The MP shall ensure that bills are received, evaluated and processed for payment with all haste to guarantee prompt payment. If a portion of a hospital day is disputed, e.g. one of three inpatient days denied, then the undisputed portion shall be paid by the MP promptly, despite pending resolution of the dispute.
- 3. If a subcontractor complains about delays in payment, and a pattern of two or more late payments is established, the **COUNTY** may invoke a penalty of fifteen (15%) percent of the unpaid balance of the disputed bill per situation (not per occurrence). The goal of the **COUNTY** is to ensure prompt subcontractor payment and not to penalize the **MP**. Thus, it is the obligation of the **MP** to guarantee prompt payment to all independent contractors, subcontractors, and service providers.
  - 4. The MP shall be familiar with 19 O.S. 2010 § 746, and as such shall adhere to any





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applicable deadlines imposed therein. Should the **MP** fail to timely pay a properly presented claim, any loss of a discounted rate shall be borne solely by the **MP** and not the **COUNTY.** 

Turn Key acknowledges these requirements.

#### H. Off-Site and Pharmaceutical Expense Claims

The MP shall submit on a monthly basis, copies of all off-site inmate medical claims and pharmaceutical expenses applied against the established annual aggregate capitation. The MP shall also provide proof of payment of all submitted claims, including copies of each individual claim with proof of payment.

Turn Key acknowledges this requirement. However, we intend to implement our real time claims processing database, to which OCSO administration will have access. Our system provides real time tracking of claims receipt, processing, and payment, as well as custom report generation. We have provided screenshots of our system in ATTACHMENT I.

2. The MP shall negotiate provider discounts with all subcontractors and all discounts shall be afforded to the COUNTY. The COUNTY shall not be invoiced for any amount in excess of what the MP has paid on any invoice. This includes all invoices that are applied to the established annual aggregate capitation.

Turn Key acknowledges this requirement.

#### IX. SUBMISSION OF PROPOSALS

#### A. Mandatory Pre-Proposal Conference

1. A mandatory pre-proposal conference shall be held, 01:00 p.m. CDT, Tuesday, February 13th, 2018, at the Oklahoma County Detention Center (OCDC), 201 North Shartel Avenue, Oklahoma City, OK 73102-2227, to discuss issues and questions which vendors may have pertaining to this RFP. To ensure that all vendors' responses reflect a complete understanding of the conditions, operation, location, requirements, space availability, and surrounding areas to meet the deliverables of the contract, a tour of the facility shall be conducted at this mandatory on-site pre- proposal conference.

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Turn Key was honored to attend the pre-proposal conference at OCDC.

#### B. Written Proposal Response

1. All vendors shall respond in writing to each requirement outlined in this RFP and present it in the same format by the deadline of Wednesday, March 14, 2018, no later than 9:00 a.m. local time (Central Daylight Time). In most instances, it shall be sufficient to affirmatively acknowledge agreement with the County's requirements. Any exception(s) shall be specifically noted and explained. Each vendor shall submit one (1) original hard copy and one (1) identical digital copy of their proposal to:

Oklahoma County Central Purchasing Department

Attention: Jane Gaston

Address: 320 Robert S. Kerr, Suite 117

Oklahoma City, OK 73102

#### Turn Key acknowledges this requirement.

2. The original hard copy proposal shall be bound and shall include the identical digital copy.

#### Turn Key acknowledges this requirement.

3. Each proposal shall consist of two (2) separate volumes. The two (2) volumes shall consist of Volume I, Business Proposal, and Volume II, Technical Proposal. The Business Proposal shall include all contract costs. The Technical Proposal shall include the scope of services, MP requirements, corporate experience, proposed staffing patterns, confidentiality, etc. The vendor shall cross reference to the specific paragraphs of this request for proposals by including an index in the first text of each volume. The vendor shall submit one (1) original hard copy of Volumes I and II, including one (1) identical digital copy of both volumes, for review and consideration.

Turn Key acknowledges this requirement.



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4. The technical proposal shall cover the vendor's approach for achieving the objectives of this RFP, including calculations and any other data or material presented in sufficient detail for each factor to be evaluated.

#### Turn Key acknowledges this requirement.

5. The vendor shall submit a list of the names, titles, and qualifications of key medical services staff as it applies to the offer. The vendor shall provide resumes listing the educational background, professional experience, and special qualifications of personnel providing services in accordance with this RFP.

Turn Key has included a list of key corporate leadership personnel assigned to this project in Section 2.3. Resumes for these key individuals are included under ATTACHMENT D.

If subcontracting is to be used, the vendor shall submit a list of those subcontractor personnel who shall be assigned for direct work on the contract and the approximate time each shall be devoting to work on the resultant contract. The vendor shall provide resumes listing the educational background, professional experience, and special qualifications of personnel providing services in accordance with this RFP.

A list of proposed Oklahoma-based subcontractors, along with their associated qualifications, is provided in Section 2.1. Other proposed partners are detailed throughout our proposal.

7. The vendor's proposal shall describe the vendor's past performance and effectiveness in similar work as it relates to the requirements to be provided for in this RFP. The vendor shall describe its experience in providing and supporting the delivery of quality services for the requirements of this RFP over an extended period of time. The vendor shall list the types of similar work performed within the last three (3) years for all requirements to be provided under its proposal. The vendor shall submit references, government and/or private sector, which can provide knowledgeable input about prior performance.

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We have provided details of Turn Key's success throughout our proposal. Our proven performance has allowed us to expand our services to 36 operations in the Oklahoma-Arkansas region, including 27 operations in Oklahoma. A comprehensive list of our clients is included in ATTACHMENT A.

**8.** If subcontracting is to be used, the vendor shall describe the proposed subcontractor's past performance and effectiveness in similar work. The vendor shall submit a list of the types of similar work performed by the subcontractor(s) within the last three (3) years. The vendor shall submit references, government and/or private sector, which can provide knowledgeable input about prior performance.

The majority of the subcontractors we have proposed already partner with Turn Key at numerous sites throughout the Oklahoma-Arkansas region. We proudly serve as a reference for our subcontractors as we would not be able to provide the level of enhanced, cost-effective services to as many facilities as we do without their partnerships.

9. The vendor shall include relevant management information, such as the historical background of the company, biographical sketches of key personnel to be assigned to the work, the company's core values, proposed organization to perform the work, subcontract structure and principal components to be subcontracted, and experience in similar or related fields.

We have proudly provided this information throughout our proposal.

**10.** Proposals shall be submitted in a sealed packaged, clearly marked "Comprehensive Inmate Healthcare Services for the Oklahoma County Detention Center, RFP # 11804018".

Turn Key acknowledges this requirement.

MARCH 14, 2018

11. All proposals shall be binding for a period of ninety (90) days from the date of the proposal

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submission deadline.

#### Turn Key acknowledges this requirement.

**12.** Proposals submitted in the public procurement process are subject to inspection in accordance with all Oklahoma County and Oklahoma State regulations. Therefore, protection of any trade secrets or specific proprietary information shall be requested prior to or upon submission of the data or materials. Vendors shall clearly identify the specific information to be protected and document the reasons why protection is necessary.

#### Turn Key acknowledges this requirement.

**13.** Any questions regarding this RFP shall be directed to Oklahoma County Purchasing Director Jane Gaston. You may contact Ms. Gaston at 405-713-1490 or jgaston@oklahomacounty.org

#### Turn Key acknowledges this requirement.

**14.** The proposals submitted in response to this RFP shall be evaluated by a committee of representatives from the **OCDC** and other individuals from the **COUNTY**.

#### Turn Key acknowledges this requirement.

#### X. COST PROPOSAL

- **A.** The vendor's proposed annual contract price shall include the furnishing of all professional services, labor, supplies, insurances, licenses and applicable taxes necessary and proper for completion of the scope of work as described herein, based on present statutes, law and standards of care.
- **B.** The vendor's proposed annual contract price shall be based on the average daily population of 1800, and the vendor shall list their pricing formula for increases in the ADP lasting thirty (30)

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consecutive days or longer. The vendor shall also list their pricing formula for decreases in the ADP lasting thirty (30) consecutive days or longer.

**C.** The vendor shall submit a clear and complete staffing matrix, listing separately the salary and fringe benefits cost for each proposed position.

Details for these requirements are included under separate cover – Business Proposal, including our staffing matrices and the associated hourly rates for each position. Our fringe benefit threshold varies depending on an individual's credentials, whether they are full or part time status, whether they are exempt or non-exempt, and other employment criteria. We account for a fringe benefit threshold that ranges from 19% to 26% depending on the preceding criteria.

#### VENDOR MUST LIST ANY EXCEPTIONS TO BID SPECIFICATIONS

Turn Key does not take any exceptions to the Bid Specifications. However, we have identified alternatives options to some of these specifications that Oklahoma County may find beneficial. We look forward to the opportunity to discuss these alternatives in further detail with members of the review committee and members of OCSO.

It is the County's intent that this Invitation to Bid (ITB)/Request for Proposal (RFP) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close

While Oklahoma County intends to make an award to the lowest and best bidder(s), the various county departments will compare pricing as awarded on this bid to the Oklahoma Statewide contracts. If pricing and availability is determined to be of greater advantage to the department, the county reserves the right to purchase from that statewide vendor under the provisions of Oklahoma Statute Title 19 Section 1501. A. 3.para. I & m. Proper justification will be provided by the end user to the County Purchasing Department before issuance of the purchase order.

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## COMPREHENSIVE INMATE HEALTHCARE SERVICES TECHNICAL PROPOSAL

\*\*\* Questions and Answers: Any questions pertaining to this bid must be submitted no later than 5:00 pm Central Daylight Time on February 23<sup>rd</sup>, 2018 via fax, email, or mail. Send questions to:

Oklahoma County Central Purchasing

Attention: Jane Gaston

320 Robert S Kerr, Suite 117 Oklahoma City, OK 73102 Fax Number: 405-713-1491

Email: jgaston@oklahomacounty.org

Turn Key acknowledges this requirement.