

Request for Proposal 16-009

Correctional Health Care Services

Mississippi Department of Corrections
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RFP Issued via MAGIC: Friday, December 11, 2015
Proposals Due via MAGIC: Friday, February 26, 2016 by 2:00 p.m. CST

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SECTION 2 – DEFINITIONS

The Mississippi Department of Corrections has made every effort to make this request for proposals easy to understand. This section provides terms that are used throughout this document.

- 2.1 Agency – for the purposes of this IFB “agency” shall be defined as Mississippi Department of Corrections.
- 2.2 Business - means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- 2.3 Central Office – means MDOC’s Office located in Jackson, Hinds County, Mississippi – 633 North State Street, Jackson, MS 39202.
- 2.4 CMCF – means Central Mississippi Correctional Facility located in Pearl, Rankin County, Mississippi.
- 2.5 Contract - means all types of agreements for the procurement of services, regardless of what they may be called.
- 2.6 Contractor - means any person having a contract with a governmental body.
- 2.7 Contract Modification - means any written alteration in contract requirements, deliverables, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- 2.8 Data - means recorded information, regardless of form or characteristic.
- 2.9 Day - means calendar day, unless otherwise specified.
- 2.10 Designee - means a duly authorized representative of a person holding a superior position.
- 2.11 EMCF – means East Mississippi Correctional Facility located in Meridian, Lauderdale County, Mississippi.
- 2.12 Employee - means an individual who performs services for a governmental body by virtue of an employee/employer relationship with the governmental body.
- 2.13 The terms “Equipment and Organization,” as used herein, shall be construed to mean fully equipped, well organized company in line with the best business practices in the industry. The MDOC may consider any evidence available regarding the financial, technical and other qualifications and abilities of the offeror.
- 2.14 MAGIC – means Mississippi’s Accountability System for Government Information and Collaboration.
- 2.15 MCCF – means Marshall County Correctional Facility located in Holly Springs, Mississippi.
- 2.16 May - denotes the permissive.
- 2.17 MDOC - means Mississippi Department of Corrections.
- 2.18 MDOC CMO – means Mississippi Department of Corrections Chief Medical Officer. The CMO is responsible for overseeing the health care services of all inmates.
- 2.19 Medical Consumer Price Index (CPI) – means the index published by U.S. Bureau of Labor Statistics, Division of Consumer Prices and Price Indexes.
- 2.20 Healthcare Services – means Medical Services implemented onsite to include, but not limited to, intake screens, laboratory, mental health, optometry, dental, basic radiologic, dialysis, chronic care clinics, infirmary, sick call triage and acute care services.

- 2.21 Offeror - means an individual/business that submits a proposal in response to this Request for Proposals.
- 2.22 MSP – means Mississippi State Penitentiary located in Parchman, Sunflower County, Mississippi.
- 2.23 Procurement means buying, purchasing or otherwise acquiring any services. It also includes all functions that pertain to the obtaining of any services, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.
- 2.24 Procurement Officer - means any agency personnel duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized agency representative acting within the limits of authority.
- 2.25 Purchasing Agency - means any governmental body which is authorized by regulations to enter into contracts.
- 2.26 Regulation - means a governmental body's statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements, which has been promulgated in accordance with the Mississippi Administrative Procedures Law, Mississippi Code Annotated §§ 24-43-1 et seq. (1972, as amended).
- 2.27 Services - mean the furnishing of labor, time, or effort by a contractor, not usually involving the delivery of a specific end product other than that which is incidental to the required performance.
- 2.28 Shall - denotes the imperative.
- 2.29 SMCI – means South Mississippi Correctional Institution located in Leakesville, Greene County, Mississippi.
- 2.30 Subcontractor – For the purposes of the RFP, any person or organization with which the vendor contracts to provide a service or a product used in the implementation of the proposed services.
- 2.31 Respondent – means an individual/business that submits a proposal in response to this Request for Proposals.
- 2.32 RFP – means Request for Proposals.
- 2.33 WCCF – means Wilkinson County Correctional Facility located in Woodville, Mississippi.
- 2.34 WGCF – means Walnut Grove Correctional Facility located in Walnut Grove, Leake County, Mississippi.

SECTION 3. NOTICE TO RESPONDENTS

3.1 Request for Proposals

The Mississippi Department of Corrections (hereinafter "MDOC") is hereby requesting written proposals for Onsite Comprehensive Medical, Dental, Mental Health, and Pharmaceutical Services for the following facilities:

- 3.1.1 Mississippi State Penitentiary (MSP), P.O. Box 1057, Parchman, MS 38738;
- 3.1.2 Central Mississippi Correctional Facility (CMCF) & Youth Offender Unit (YOU), 3794 Hwy 468, Pearl, MS 39208;
- 3.1.3 South Mississippi Correctional Institution (SMCI), P.O. Box 1419, Leakesville, MS 39451;

3.1.4 Community Correctional Facilities;

- 1. Alcorn County CWC, 2407 Norman Road, Corinth, MS 38834
- 2. Bolivar County CWC, 604 Hwy 8, Rosedale, MS 38769
- 3. Forrest County CWC, 112 Alcorn Avenue, Hattiesburg, MS 39401
- 4. George County CWC, 156 Industrial Park Drive, Lucedale, MS
- 5. Harrison County CWC, 3820 8th Avenue, Gulfport, MS 39501
- 6. Jackson County CWC, 1717 Kenneth Avenue, Pascagoula, MS 39567
- 7. Jefferson County CWC, 101 Corrections Road, Fayette, MS 39069
- 8. Leflore County CWC, 3400 Baldwin County Road, Greenwood, MS 38930
- 9. Madison County CWC, 140 Corrections Drive, Madison, MS 39046
- 10. Noxubee County CWC, 110 Industrial Park Road, Macon, MS 39341
- 11. Pike County CWC, 2015 Jesse Hall Road, Magnolia, MS 39652
- 12. Quitman County CWC, 201 Camp B Road, Lambert, MS 38643
- 13. Simpson County CWC, 714 Wood Road, Magee, MS 39111
- 14. Washington County CWC, 1398 N. Beauchamp Ext., Greenville, MS 38703
- 15. Wilkinson County CWC, 84 Prison Lane, Woodville, MS 39669
- 16. Yazoo County CWC, 625 W. Jefferson Street, Yazoo City, MS 39194
- 17. Rankin County CWC at Flowood

3.1.5 County Regional Facilities; and

- 1. Alcorn County Regional Correctional Facility, 2839 South Harper Road, Corinth, MS 38834
- 2. Bolivar County Correctional Facility, 2792 Hwy 8 W, Cleveland, MS 38732
- 3. Carroll/Montgomery County Regional Correctional Facility, 33714 Hwy 35, Vaiden, MS 39176
- 4. Chickasaw County Regional Correctional Facility, 120 Lancaster Circle, Houston, MS 38851
- 5. George/Greene County Correctional Facility, 154 industrial Park Road, Lucedale, MS 39452
- 6. Holmes/Humphreys County Correctional Facility, 23234 Hwy 12 E, Lexington, MS 39095
- 7. Issaquena County Correctional Facility, P.O. Box 220, Mayersville, MS 39113

8. Jefferson/Franklin County Correctional Facility, P.O. Box 218, Fayette, MS 39069
 9. Kemper/Neshoba County Correctional Facility, 374 Stennis Industrial Park, DeKalb, MS 39328
 10. Leake County Correctional Facility, 399 C. O. Brooks Street, Carthage, MS 39051
 11. Marion/Walthall County Correctional Facility, 503 South Main Street, Columbia, MS 39429
 12. Stone County Correctional Facility, 1420 Industrial Park Road, Wiggins, MS 39577
 13. Washington County Regional Correctional Facility, 60 Stokes King Road, Greenville, MS 38701
 14. Winston/Choctaw Regional Correctional Facility, P.O. Box 1437, Louisville, MS 39339
 15. Yazoo County Regional Correctional Facility, 154 Roosevelt Hudson Drive, Yazoo City, MS 39194
- 3.1.6 Privately Operated Facilities listed below.
1. East Mississippi Correctional Facility, 10641 Hwy 80 W, Meridian, MS 39307
 2. Marshall County Correctional Facility, P.O. Box 5188, Holly Springs, MS 38635
 3. Walnut Grove Correctional Facility, P.O. Box 389, Walnut Grove, MS 39189
 4. Wilkinson County Correctional Facility, P.O. Box 1889, Woodville, MS 39669

Please review the "Mileage Map Between MDOC Locations" in **Exhibit A**.

3.2 Submission of Proposals

- 3.2.1 The Deadline to submit Authorization Forms is due by **Monday, January 8, 2016 at 10 a.m. CST**. All proposed respondents must attend the Vendor Conference and tour the facilities.
- 3.2.2 Written proposals for MDOC Health Care Services will be accepted by the MDOC via MAGIC (Mississippi's Accountability System for Government Information and Collaboration) until **2:00 p. m. CST, on Friday, February 26, 2016**.

3.3 General Information

- 3.3.1 For consideration, vendors must submit written proposals via MAGIC and proposals must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. The RFP may be accessed via the MDOC website at <http://www.mdod.state.ms.us>.
- 3.3.2 The Single Point of Contact for the MDOC "Correctional Health Care Services RFP #16-009" is Dr. Gloria Perry, Medical Director, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5155, Facsimile: 601-359-5725, Email: gperry@mdoc.state.ms.us.
- 3.3.3 More general information concerning this RFP may be found in Section 4.

SECTION 4. GENERAL INFORMATION

4.1 Purpose of RFP

The purpose of this Request for Proposal is to obtain proposals from qualified and interested offerors to provide for onsite health care services. One contract will be awarded to one vendor to provide for the health care services at the above listed facilities. The contract will be awarded to the most responsive and responsible offeror found to be in the best interest of the State of Mississippi and not necessarily to the lowest price vendor.

4.2 Terms of Proposed Contract

4.2.1 Upon acceptance of a proposal by the MDOC, and receipt of signed contract, the successful vendor shall be obligated to deliver the stated services in accordance with the specifications in Section 5 of this RFP. The contract shall be for thirty six (36) months beginning on July 1, 2016.

4.2.2 The contract may be renewed at the discretion of the agency upon written notice to Contractor at least sixty (60) days prior to the contract anniversary date for a period of one (1) successive year. The total number of renewal years permitted shall not exceed two (2).

4.2.3 It shall be the responsibility of the offeror to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

4.2.4 The offeror agrees to abide by the rules and regulations as prescribed herein and as prescribed by the MDOC as the same now exists, or may hereafter from time-to-time be changed in writing.

4.3 Type of Proposed Contract

4.3.1 Compensation for services will be based on a fixed per-inmate-per-day capitation basis with an approximate population of 17,300 inmates per day for CMCF, MSP, SMCI, the Regional Correctional Facilities, the Community Work Centers, and listed Private Facilities combined. Offerors may propose a fixed capitated rate for a minimum population (e.g. 17,000) and a variable rate for higher populations. For evaluation purposes, a population of 17,300 will be used. Offerors may propose different rates after the third contract year, not to exceed the medical consumer price index for the Mississippi area, although MDOC may or may not agree to increases at the CPI level. This is to be negotiated during the contract award phase.

4.4 Pre-Proposal Conference

4.4.1 All prospective vendors are required to attend a vendor's conference and a tour of the institutional facilities. The Pre-Proposal Conference will be held:

Tuesday, January 12, 2016
10:00 A.M. CST
720 VISITOR'S CENTER
CENTRAL MISSISSIPPI CORRECTIONAL FACILITY (CMCF)
3794 HIGHWAY 468

PEARL, MISSISSIPPI 39208
601-932-2880 EXT. 6434

4.5 Intent to Bid Form

- 4.5.1 The enclosed AUTHORIZATION FOR RELEASE OF INFORMATION form (**Exhibit B**) must be completed in its entirety for each person and returned by Tuesday, January 8, 2016.

4.6 Tour of Facilities

- 4.6.1 A tour of the medical facilities will be conducted according to the proposed Procurement Schedule in Section 4.9 below. These will be the only tours of the facilities available to vendors.
- 4.6.2 Promptness is a necessity. COMMENTS MADE DURING THIS TOUR WILL HAVE NO VALIDITY UNLESS SUBSTANTIATED IN WRITING BY THE MDOC FOLLOWING THE TOUR.

4.7 Questions/Written Clarification to Specifications

- 4.7.1 Offerors are cautioned that any statements made by the contract or technical contract person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal.
- 4.7.2 If any offeror contemplating submitting a proposal under this solicitation is in doubt as to the meaning of the specifications or anything in the RFP documents, the offeror must submit a "request of clarification" to Dr. Gloria Perry, Medical Director, Mississippi Department of Corrections. All requests for clarification must be received by Dr. Perry or at 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5155, Facsimile: 601-359-5293

Email: gperry@mdoc.state.ms.us by 5:00 p.m. CST on Tuesday, January 26, 2016.

- 4.7.3 All such requests must be made in writing and the person submitting the request will be responsible for its timely delivery.

4.8 Acknowledgement of Amendments to RFP/Specifications

Offerors shall acknowledge receipt of any amendment to the RFP by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the MDOC via MAGIC by the time and at the place specified for receipt of proposals.

4.9 Procurement Schedule

DAY	DATE	TIME	PROCUREMENT TASKS
Friday	12/11/2015		Advertise in MAGIC and in Newspaper
Monday	01/08/2016	10 a.m. CST	Deadline for Authorization Forms for all Tours
Tuesday	1/12/2016	10 a.m. CST	Pre-Proposal Vendor Conference at Central Mississippi Correctional Facility (CMCF) 720 Visitation
Tuesday	01/12/2016	1 p.m. CST	Vendor Tour of CMCF and Youth Offender Unit (YOU)
Wednesday	01/13/2016	9 a.m. CST 11:00 a.m.	Vendor Tour of Walnut Grove Correctional Facility (WGCF) Leake County Regional Facility
Wednesday	01/13/2016	2 p.m. CST	Vendor Tour of East Mississippi Correctional Facility (EMCF)
Thursday	01/14/2016	9 a.m. CST	Vendor Tour of Wilkinson County Correctional Facility (WCCF)
Friday	01/15/2016	9 a.m. CST	Vendor Tour of Mississippi State Prison (MSP)
Tuesday	01/19/2016	9 a.m. CST 1:00 p.m.	Vendor Tour of South Mississippi Correction Institution (SMCI) George County Regional Facility
Wednesday	01/20/2016	9 a.m. CST	Vendor Tour of Marshall County Correctional Facility (MCCF)
Tuesday	01/26/2016	5 p.m. CST	Deadline for Vendor Questions
Tuesday	02/09/2016		Answers to Vendor Questions
Friday	02/26/2016	2 p.m.	Deadline for Proposals via MAGIC
Monday Friday	03/1/16 to 03/12/16		*Evaluation
Tuesday	03/16/16		Oral Presentation by Invitation
Tuesday	03/23/16		Best & Final Offer
Thursday Debriefing	03/31/16		Notice of Contract Award
Wednesday	4/13/16		Deadline to PSCRB
Tuesday	5/17/16	9 a.m. CST	PSCRB Meeting
Friday	7/1/16		Contract Start

*MDOC reserves the right to request **Best and Final Offers (BAFO)** from the three (3) best offerors.

4.10 Rejection of Proposals

Proposals which do not conform to the requirements set forth in this RFP may be rejected by MDOC. Proposals may be rejected for reasons which include, but are not limited to, the following:

- 4.10.1 The proposal contains unauthorized amendments to the requirements of the RFP;
- 4.10.2 The proposal is conditional;
- 4.10.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- 4.10.4 The proposal is received late;
- 4.10.5 The proposal is not signed by an authorized representative of the offeror;
- 4.10.6 The proposal contains false or misleading statements or references; and,
- 4.10.7 The proposal does not offer to provide all services required by the RFP.

4.11 Informalities and Irregularities

- 4.11.1 The MDOC has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured.
- 4.11.2 If insufficient information is submitted by an offeror with the proposal, for the MDOC to properly evaluate the proposal, the MDOC has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

4.12 Errors or Omissions

- 4.12.1 The offerors will not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications, the offeror shall promptly notify the MDOC in writing of such error(s) or omission(s) it discovers.
- 4.12.2 To be considered, any significant errors, omissions or inconsistencies in the specifications are to be reported no later than ten (10) days before time for the proposal response is to be submitted.

4.13 Disposition of Proposals

~~All submitted proposals become the property of the State of Mississippi.~~

4.14 Competitive Negotiation

- 4.14.1 The procurement method to be used is that of competitive negotiation from which MDOC is seeking the best combination of price, experience and quality of service.
- 4.14.2 Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- 4.14.3 Likewise, MDOC also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

4.15 RFP Does not Constitute Acceptance of Proposal

4.15.1 The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MDOC to execute a contract with any other party.

4.15.2 MDOC reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDOC.

4.16 Exceptions and Deviations

4.16.1 Offerors taking exception to any part or section of the solicitation shall indicate such exceptions in the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written.

4.16.2 Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

4.17 Non-Conforming Terms and Conditions

4.17.1 A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive.

4.17.2 MDOC reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the MDOC of non-responsiveness based on the submission of nonconforming terms and conditions.

4.18 Proposal Acceptance Period

Proposals shall remain binding for ninety (90) calendar days after proposal due date.

4.19 Expenses Incurred in Preparing Proposals

MDOC accepts no responsibility for any expense incurred by the offeror in developing, submitting, and presenting the proposal. Such expenses shall be borne exclusively by the offeror. MDOC will not provide reimbursement for such costs.

4.20 Trade Secrets and Proprietary Information

4.20.1 The offeror/proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

4.20.2 Each page of the proposal that the offeror considers trade secrets or confidential commercial or financial information **should be on a different color paper** than non-confidential pages and be marked in the upper right hand corner with the word "CONFIDENTIAL". Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request.

4.21 Debarment

By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

4.22 Certification of Independent Price Determination

The offeror certifies that the prices submitted in response to the RFP have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

4.23 Prospective Contractor's Representation Regarding Contingent Fees

(To be placed in prospective Contractor's response bid or proposal.) The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

4.24 Method of Payment

4.24.1 Objectives of Payment Method

In selecting the payment method, MDOC has set the following objectives. The payment method must:

1. Be predictable.
2. Be easily calculated.
3. Be easily administered.
4. Be adequate for Vendor to meet its obligations with high quality.

4.24.2 Terms of Payment for Medical Costs

The proposed Vendor is required to accept payment according to the following terms:

1. Payment is based on a fixed per-inmate-per-day capitation basis with an approximate population of 17,300 inmates per day for CMCF, MSP, SMCI the Regional Correctional Facilities, Community Work Centers, and Privately Operated Prisons combined. Offerors may propose a fixed capitated rate for a minimum population (e.g. 17,000) and a variable rate for higher populations. For evaluation purposes, a population of 17,300 will be used. Offerors may propose different rates after the third contract year, not to exceed the medical consumer price index for the Mississippi area, although MDOC may or may not agree to increases at the CPI level. This is to be negotiated during the contract award phase.
2. MDOC will provide the number of inmate days based on its census records and will prepare an invoice each month based on the prior months' inmate days. Inmate days will include inmates housed in MDOC facilities plus county

regional facilities and excludes MDOC inmates housed in county jails and excludes MDOC inmates housed in privately operated prisons.

3. After approval of the invoice by MDOC, Vendor will be paid by the 15th working day of the month.
4. Variance between actual inmate days for the month and the days billed on the invoice will be reconciled before payment is remitted.
5. MDOC, at its sole option, may temporarily or permanently withhold a portion of the payment as penalties for non-compliance with specifications in the contract. Temporary withholdings may not exceed twenty five percent (25%) of the cumulative contract payment. Permanent withholdings may not exceed fifteen percent (15%) of the cumulative contract payment. MDOC will specify the specifications that carry a penalty during the contract negotiations.

4.25 Contract Monitoring, Enforcement, Dispute Resolution

4.25.1 General Information

Correctional health care has a wide range of services and service providers intended to meet the medical needs of inmates. The role definitions between state employees and staff of the correctional health care vendor are generally defined at the beginning of a contract period but will inevitably evolve as the priorities change and new demands arise. In addition, correctional health care services function within the large complex operation of secure institutions. Thus, there are many competing demands on the correctional health care provider that include security issues, inmate needs, best practices and financial considerations.

1. MDOC will employ a collaborative contract monitoring process with the Vendor(s) selected as a result of this RFP. The Vendor(s) will have responsibilities for supplying contract compliance monitoring data. The process will be based upon a continuous review of data, continuous feedback and bilateral communication all focused on specific performance measures.

4.25.2 MDOC Office of Medical Compliance

The MDOC Office of Medical Compliance will have primary responsibility to communicate with the vendor and oversee contract monitoring activities. The Office of Medical Compliance is headed by the MDOC Chief Medical Officer, who reports to the MDOC Commissioner. Within the Office of Medical Compliance there are several staff that will be involved in the contract monitoring process. Some of the functions of these staff include utilization review, approval of outside specialty care services, medical records oversight and data collection. In addition, there are Health Service Administrators (HSA) at each of the three main state facilities (CMCF, MSP and SMCI). The role of the HSA is to monitor the medical/dental services, mental health program, and pharmaceutical service operations onsite for MDOC. The MDOC HSAs are also responsible for monitoring healthcare Services provided at the county regional facilities and privately-operated facilities. The HSA also serves as the MDOC medical grievance coordinator and onsite liaison and reports directly to the MDOC Chief Medical

Officer. The HSAs at CMCF, MSP and SMCI are MDOC staff. See the MDOC Office of Medical Compliance Organizational Chart in **Exhibit C**.

4.25.3 Contract Monitoring Process

1. Daily Reports see **Exhibit D – Reporting Requirements** - for more detailed information about each report).
 - A. Daily Intake Report
 - B. Daily Medical Encounter Report
 - C. Staffing Report
 - D. Daily Infirmary Log
 - E. Hours Worked Report
 - F. Medical Incident and Grievance Report
2. Monthly Reports (see **Exhibit D** for more detailed information about each report)
 - A. Psychiatric Evaluation Report
 - B. Pharmacy Utilization Report
 - C. Psychiatric Caseload Report
 - D. Communicable Disease Report
 - E. Prosthetics Report
 - F. Revenue/Expense Report
 - G. All healthcare encounters Report by facility and encounter type
 - II. Two-year Dental Exam Report

3. Monthly Meetings

Each month the Vendor HSA or site manager shall convene a meeting that includes the Vendor's Site Medical Director, Vendor's Director of Nursing, Dental Director, Pharmacy Director, Mental Health Director and superintendents/wardens and MDOC HSA. The purpose of the meeting will be to review data from monthly reports; discuss clinical, security and staffing issues impacting the delivery of health care services; develop remedies to identified problems; and plan for potential changes to health care services. The meetings will not address financial issues since financial issues are addressed by the MDOC Central Office. Monthly meetings will be convened at a time convenient to all persons attending and are expected to last no more than 90 minutes. The Vendor is responsible to provide an administrative support person to document in writing the content of the meeting and decisions made. Meeting documentation will be given to the MDOC HSA within seven (7) days of the meeting.

4. Quarterly Reports (see **Exhibit D** for more detailed information about each report)
 - A. Chronic Care Clinic Report
 - B. Professional Peer Review Report
 - C. Quarterly Performance Report
 - D. Staff Training Report

5. Quarterly Meeting

The MDOC Chief Medical Officer or designee shall convene a quarterly meeting with the Vendor to discuss contract performance issues, discuss reports provided by the Vendor, discuss staffing issues, identify areas for improvement, facilitate communication and present MDOC policy/procedure changes that could impact the delivery of health care services. Representatives from the Vendor shall include, at a minimum, the overall Vendor Contract Manager and Site Medical Directors. The MDOC CMO will invite other participants as needed.

6. Accreditation

Each of the three major facilities (CMCF, MSP and SMCI) is accredited by the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC). The Vendor is the lead entity and is responsible to maintain NCCHC accreditation at all three major facilities. As the lead entity the Vendor is responsible for payment of accreditation fees to NCCHC. The Vendor is also responsible to maintain compliance of all facilities with the ACA medical services standards. Each facility has an ACA manager that the Vendor will work with to maintain current knowledge of ACA standards, participate in the accreditation process and to provide relevant documents. All accreditation related materials developed by the Vendor for either NCCHC or ACA accreditation at MDOC facilities are the property of the MDOC.

7. Peer Review

The Vendor shall provide a peer review of all primary care providers to include physicians, psychiatrists, dentists, nurse practitioners, physician assistants and PhD level psychologists. Peer reviews will occur no less than annually with the first round of peer reviews to be completed before the commencement of the second contract year. Peer review shall include such activities as chart review, medical treatment plan review for special needs inmates, review of off-site consultations, specialty referrals, emergencies and hospitalizations. The results of every Peer Review shall be sent to the MDOC Chief Medical Officer as part of the required quarterly reports. Where possible or appropriate to affect the purposes of peer review, such proceedings will be conducted in accordance with applicable peer review statutes or regulations and applicable confidentiality requirements. As part of the Vendor's proposal it will describe its Professional Peer Review process.

8. Continuous Quality Improvement (CQI)

The Vendor shall institute a program of Continuous Quality Improvement (CQI) at each Facility and Satellite Facility. Within six (6) months of commencement of services the Vendor shall provide evidence to the MDOC that a CQI program is in place. The minimum elements of a CQI program will include a review of a sample of medical records, an analysis of aggregate health data, morbidity and mortality review and a multi-disciplinary CQI Committee

that meets monthly. As part of the Vendor's proposal it will describe its CQI program.

9. Annual Report

The Vendor shall provide the MDOC CMO an Annual Report within 90 days following the end of the contract year. The Annual Report will include a synopsis of all reports and the status of the health care delivery system within MDOC. The Annual Report should also include recommendations for improvement.

4.25.4 Performance Measures

MDOC uses a variety of measures to assess the quality of the work being provided by the Vendor. The assessment process is an ongoing effort that is designed to create dialogue, recognize areas of strength and identify areas for improvement. Listed below are measures the MDOC intends to use to assess the Vendor's performance. The measures are organized into process measures and health outcome measures. Process measures are intended to help look at key processes that MDOC believes impact the delivery of quality health care services to inmates. Health outcome measures are designed to look specifically at the health status of inmates and whether they improve. As part of its proposal the Vendor may choose to add up to two (2) additional process measures and two (2) additional health outcome measures that it would like to collect data on and include as part of the review process.

1. Process Measures by Facility

- A. Medications are filled and administered within 24 hours of being prescribed.
- B. Newly admitted inmates shall receive a comprehensive health assessment and history within seven (7) days of their intake date.
- C. Newly admitted inmates shall receive a dental exam within seven (7) days of their intake date.
- D. Inmates referred for routine psychiatric evaluation upon intake shall be seen by a psychiatrist within five (5) calendar days for initial urgent mental health screenings.
- E. All inmates shall have a routine dental prophylaxis no less than every two (2) years.
- F. Sick Call Requests (SCR) shall be date stamped received within 24 hours of the inmate completing the SCR Form – **Exhibit E**.
- G. Each SCR is triaged (face-to-face encounter by a nurse) within 24 hours of being received.
- H. Inmates referred by a triage nurse to see a medical, dental or mental health provider for non-emergent issues are seen by the medical, dental or mental health provider within seven (7) calendar days of the SCR receipt date.
- I. Inmates referred for non-emergent psychiatric evaluation in all cases except upon intake shall be seen by a psychiatrist within seven (7) calendar days of referral.

- J. Inmates who are on psychotropic medications shall be seen by a psychiatrist at least every ninety (90) calendar days (or more frequently if deemed necessary by the prescribing psychiatrist), to include telemedicine evaluations where appropriate.
- K. Inmates referred by a physician or nurse shall be seen by an optometrist within thirty (30) calendar days of the referral.
- L. A licensed radiologist shall interpret all radiographs the next workday and provide written results within forty eight (48) hours after reading.
- M. Inmates on the mental health case load shall be seen by a qualified MHP (mental health professional) at a minimum of every 30 days (or more frequently as deemed necessary).
- N. Inmates on the mental health case load shall have treatment plan review and treatment team meeting at a minimum of every 6 months for stable inmates (LOCC) and more frequently for acute mental health issues (LOCD, LOCE) as deemed necessary by the psychiatrist.

2. Health Outcome Measures

- A. Less than 10% of inmates that spend a minimum of one night in a community hospital will be readmitted to a community hospital within thirty (30) calendar days.
- B. 80% of all inmates identified as having diabetes mellitus will participate in comprehensive diabetes chronic care clinic to include HgA1c testing, yearly retinal exam, LDL-C screening and blood pressure control.

4.25.5 Enforcement

The MDOC Office of Medical Compliance will have primary responsibility to monitor and enforce the terms of an Agreement with the selected Vendor(s). In the event liquidated damages are assessed then the MDOC Deputy Commissioner of Administration & Finance and Special Assistant Attorney General will also become involved.

1. Plan of Correction

In most circumstances when a deficiency or non-compliance issue is identified the preferred course of action will be to develop a Plan of Correction. The Plan of Correction will be developed by the Vendor and approved by the MDOC Chief Medical Officer. The Plan of Correction will identify the deficiency, causes for the deficiency, proposed remedies for the deficiency, a specific timeline for remedies and a specific person who will be responsible for the remedy. A Plan of Correction must be completed by the Vendor for approval by the MDOC Chief Medical Officer within thirty (30) days of the deficiency being identified.

2. Liquidated Damages

In the event a Plan of Correction is not completed and approved or the deficiency is still prevalent after the Plan of Correction has been implemented then MDOC reserves the right to assess liquidated damages. In addition, there

are some deficiencies that are so significant that they may result in an immediate assessment of liquidated damages.

Those contract compliance deficiencies that will result in an immediate assessment of liquidated damages include:

- A. Daily Reports are due the following business day and will be late if not received by the second business day following the report date
- B. Monthly Reports are due by the 15th day of the following month
- C. Quarterly Reports are due by the 25th day of the following month
- D. Annual Report is due 90 days following the end of the contract year
- E. Failure to have on call staff for 24/7 emergency medical and mental health services shall be subject to a \$5,000 per day fine
- F. Any pay period that falls below 95% of the agreed upon staffing pattern hours for each specific position for a specific facility will result in the Vendor reimbursing the MDOC for the vacant positions based upon the standard hourly rate listed by the Vendor on the agreed Facility Staffing form.

Liquidated damages will also be assessed based upon non-compliance with the Process Measures identified in Section 4.25.4 of this RFP. It is expected that the Vendor shall meet each process measure 90% of the time. If anyone Process Measure does not meet the 90% threshold during a month then a Plan of Correction will be required. If during the next month after a Plan of Correction has been approved the Vendor still does not meet the 90% threshold then liquidated damages will be assessed. The damages will include a penalty of \$1,000 per month for each Process Measure for every percentage point below 90% compliance rate. For example, if a Vendor meets the 90% compliance threshold for all but two Process Measures and one measure is at 85% and the other at 89% then the Vendor will be assessed damages of \$6,000 for that month.

SECTION 5. SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

5.1 Scope of Services

A contract between the chosen Vendor and MDOC will be expected to provide generally for the following health services deliverables:

- 5.1.1 Onsite Comprehensive Medical, Dental and Mental Health Services for the three main MDOC adult facilities, including Community Correctional Facilities and County Regional Facilities, Youthful Offender Unit and the four privately operated correctional facilities
- 5.1.2 Pharmaceutical Services
- 5.1.3 A health care system that is operated in such a way that is respectful of inmate's constitutional right to basic health care
- 5.1.4 Quality, cost-effective, health care services for inmates in MDOC facilities
- 5.1.5 Development and implementation of a health care plan with clear objectives, policies and procedures that are compatible with those of MDOC and with a process for documenting ongoing achievement of contract obligations
- 5.1.6 Utilization of appropriate personnel in accordance with their scope of practice who are certified and licensed by the appropriate bodies as required in the State of Mississippi
- 5.1.7 Administrative leadership that provides for both cost accountability and responsiveness to the MDOC contract administrator (Chief Medical Officer or her designee).
- 5.1.8 Assurance that federal, state, and local requirements and national accrediting standards of care are met
- 5.1.9 Provision of continuing education for staff
- 5.1.10 The disposal of all contaminated medical waste shall be the responsibility of the Vendor(s). Disposal of these wastes must be in accordance with all federal, state and local laws.
- 5.1.11 The Medical Services Vendor(s) will be expected to provide a Nurse (LPN or higher nursing degree) in order to help coordinate hospital admissions and specialty care visits for the Vendor. This individual will work closely with the MDOC Utilization Review (UR) team and Specialty Care Team in the Office of Medical Compliance. He/she will have direct access to all Utilization Reports generated by MDOC and will be expected to share those with the onsite Medical Directors, Corporate Administrators, and any other Vendor key personnel.
- 5.1.12 The Medical Services Vendor(s) will be expected to utilize MDOC's utilization review web-based system (**Exhibit G**) for specialty care and hospitalization requests.

5.2 Specifications and Program Area Requirements

The chosen Vendor(s) will be expected to meet the following specifications and program requirements for two (2) Program Areas: (1) Comprehensive Medical Services and (2) Pharmaceutical Services. In the event multiple Vendors are chosen, MDOC fully expects a collaborative effort to meet the specifications and program requirements outlined below. This listing is not intended to be all-inclusive, but serves as a guideline with

recommendations for the development of a more comprehensive health care program and a successful delivery system for the designated inmate population.

5.2.1 Comprehensive Medical Services Program

1. Medical screening, admission evaluation
2. Medically necessary care for emergent, urgent, sick call and inpatient care
3. Pharmaceutical/medical supplies
4. Mental health services
5. Dental services
6. Optometry and screening audiology services
7. Diagnostic, lab, x-ray and ancillary services
8. Chronic problems and disease management
9. Physical therapy
10. Medical, dental, eyeglasses, orthopedic/prosthetic devices when the absence of those provisions would adversely affect the health of the inmate
11. Compassionate & Palliative Care
12. Preventive Care
13. Quality Improvement Program
14. Triage and scheduling assistance for Mental Health providers
15. Dialysis care
16. Assistance with continuity of care post-release for MDOC inmates
17. Maintenance of the existing electronic medical records system
18. Utilization of the existing electronic medical records system
19. Infection control and Tuberculosis care

5.2.2 Pharmaceutical Services Program

1. Pharmaceutical/medical supplies
2. Quality Improvement Program
3. Assistance with continuity of care post-release for MDOC inmates
4. Utilization of the existing electronic medical records system
5. Infection control and Tuberculosis care

5.3 Operating Environment

- 5.3.1 MDOC manages sentenced adult convicted felons. The intent of this proposal is to provide comprehensive inmate medical, mental health, dental and pharmaceutical services to all incarcerated individuals. Delivery of these services must be in compliance with MDOC policies and procedures, NCCHC Standards and ACA Guidelines. The three main correctional facilities are ACA and NCCHC accredited. All other correctional facilities are ACA accredited. ACA and NCCHC accreditation shall be maintained during the life of the contract. **See Exhibit H – Inmate Demographic Profile and Facility Information.**
- 5.3.2 MDOC also manages approximately 60 youth (ages 17 and under) at the Youth Offender Unit (YOU) at CMCF.

- 5.3.3 Location of Inmates with Special Medical Needs. MDOC will make reasonable efforts to accommodate requests of the Vendor to locate special medical needs inmates in a location (security permitting) that facilitates the expedient delivery of healthcare services.
- 5.3.4 Health Services Statistics. **Exhibit I** presents the Health Service Statistics of inmates covered by the existing health services vendor contract for one calendar year. This information is presented to provide proposers with general information as to the workload of the existing contract. MDOC makes no representation regarding this data, nor should the Vendor(s) consider this to be indicative of the workload under the specifications required by this RFP.
- 5.3.5 MDOC Inmates Housed in County Facilities. A prisoner in a county jail becomes a state inmate when MDOC receives a certified sentencing order sentencing the prisoner as a felon. At this point, MDOC, not the Vendor, is responsible for paying all healthcare costs for the prisoner while the prisoner is housed at the county jail. MDOC must remove inmates from the county jail in a timely manner and as soon as these inmates are received at the Reception and Classification (R&C) Center at CMCF, they become the responsibility of the Vendor. As of December 7, 2015, there were 1,304 state inmates housed in county jails. MDOC may receive anywhere from 500-700 inmates to R&C in any given month.
- 5.3.6 The Vendor will be allowed to use any MDOC medical equipment. The Vendor is expected to maintain, repair and maintain certification of all medical equipment. MDOC will be responsible for buying any medical equipment that is beyond repair. MDOC property officers and vendor personnel will inventory the medical equipment on a semi-annual basis or more frequently if required. **See Exhibit J**
- 5.3.7 Condition of Equipment. MDOC will provide the Vendor with certain medical office furniture and communication equipment in place at each location. The condition of this equipment has not been determined. MDOC makes no representations regarding the condition of this equipment.
- 5.3.8 Vendor Will be Responsible for Inspection and Acceptance of Equipment Prior to Contract Commencement. At least four (4) weeks prior to the commencement of the contract, the Vendor shall have made a complete evaluation of the equipment in place. The Vendor shall then notify the MDOC Chief Medical Officer of the items of equipment that the Vendor intends to use in providing medical services. All equipment not intended to be used will be removed by MDOC in accordance with this section.
- 5.3.9 Pharmaceutical Supplies and Drugs. Certain pharmaceutical supplies and drugs are stored at various MDOC facilities. The Vendor and MDOC shall jointly take a physical inventory of all pharmaceutical supplies and drugs as of July 1, 2016. The inventory shall be priced at the lower of cost or market value. At the end of the contract, a similar inventory shall be taken and priced. Any increase in the value of the inventory received over the value of inventory at the end of the contract shall be payable to the Vendor, and any decrease in the value shall be payable to MDOC.

- 5.3.10 Access to Management Information. MDOC shall have the complete and unlimited right to access any and all information maintained by Vendor(s) which may be needed to ensure compliance with the contract terms and conditions, and to monitor contractual compliance. The Vendor shall make available all records or data requested in a timely fashion in the manner requested by the MDOC monitoring team (i.e. fax, electronic, hardcopy, etc.)
- 5.3.13 Permits and Licenses. All permits, licenses, certificates and accreditations required by federal, state or local laws, rules and regulations necessary for the implementation of the work undertaken by the Vendor(s) pursuant to the contract shall be secured and paid for by the Vendor. It is the responsibility of the Vendor to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for which a certificate is required.
- 5.3.14 Continuity of Service. Continuity of service is a must with this contract. The Vendor must clearly describe how it will achieve a complete coordination of healthcare services for inmates with ongoing chronic medical, infectious, and/or mental health problems being released from MDOC correctional facilities to facilitate a smooth transition.
- 5.4 Mental Health Patients and Relationship with East Mississippi Correctional Facility

EMCF has contracted with MDOC to house and treat inmates with severe and chronic mental illnesses in all custody levels. Their responsibilities are:

 - 5.4.1 To accept inmates classified with severe or chronic mental illness;
 - 5.4.2 To treat and stabilize mentally ill inmates with Level of Care (LOC) classification "E";
 - 5.4.3 To recommend, on a monthly basis, transfer to MDOC for all inmates whose mental health condition is stabilized; and
 - 5.4.4 To maintain and continue to treat inmates with chronic mental health conditions

The Vendor is expected to coordinate this effort with the MDOC Administrative Psychologist in the Office of Medical Compliance.
- 5.5 Telecommunications and Network Facilities
 - 5.5.1 The Mississippi Department of Corrections operates an enterprise WAN that provides network connectivity for multiple locations in the state. There are presently some 2000 users and 1800 PCs and Laptops with direct LAN connectivity and another 890 outside users at Private Prisons (operated by contractors), Regional Jails (county), other State Agencies, Federal Agencies, and vendors that are using VDI (Virtual Device Interface (currently used primarily for the medical staff) and SSL VPN (SonicWall) connections to access MDOC resources on a clustered Remote Desktop Server environment. MDOC presently operates a mixed Windows Domain 2008/2012 server operating system. The majority of the workstations run Microsoft Windows 7 and Microsoft Office 2013 as the standard desktop software. MDOC's network environment presently consists of one Active Directory Domain within a single forest for the entire state enterprise, and all network traffic is TCP/IP. As required by ITS (the State Computer Authority that

controls all State Agencies access to the State Network Backbone), all IP addressing on the network is 10 net IP based (10.xxx.xxx.xxx) and a firewall at ITS provides address conversion to systems outside of State Government and firewall protection. MDOC operates their own Agency firewall, which all MDOC operations set behind, and talks directly to ITS and the outside world. MDOC connects with ITS using 10 Gigabit Fiber and utilizes 100mb Metro E connections to the 3 primary prison campus facilities at Central Mississippi Correctional Facility, Mississippi State Prison, South Mississippi Correctional Institute, as well as to our Records operations on Pascagoula St. in Jackson. MDOC has 90+ Virtual and 30+ Physical servers on the network. We are running VMware 5.5 in our Virtual environment. All basic Domain services and back office functions have been distributed over multiple servers across the State.

- 5.5.2 Due to the size of the facility at MSP (18,000 acres) MDOC is using a Gigabit fiber backbone ring to reach the campus, which then feeds Ethernet Switches over Gigabit fiber to the local buildings. The other 2 prisons are also fiber based but do not have a fiber ring in place. There are some areas of MSP and the other prison facilities that are either not on the network as yet, or have to operate using 1.5 to 10MBS ADSL Ethernet modems and/or 100mb switches. However, approximately 90% of our 4 major facilities are connected Gig. MDOC has some 90+ small field offices, which utilize VPN on Cisco 800 series routers over DSL or Cable connections to connect to our firewall. We have 3 field operations utilizing Metro E 1.5mb connections. All of these act as direct extensions of the Central Office WAN.
- 5.5.3 We have video conferencing between our 4 major locations, the Parole Board, and 5 of the U. S. Federal District Courts. The Parole Board, which is a separate agency, is connected to us using a 10mb metro Ethernet connection; we function as their network, providing email and a website. These video connections run as IP traffic across our existing data lines. Our medical operations also use a separate video conferencing system for Psych interviews at our 3 prisons. Our 4 PBXs are setup to run TCPIP across our existing data lines. We are in the process of replacing and expanding our wireless environment. Medical will have priority in this rollout.
- 5.5.4 MDOC presently has both Oracle 11g and Microsoft SQL 2008 and 2012 database Enterprise applications running on the network. We have implemented the Oracle based Centricity (9.5) Electronic Medical Records from GE Health care for our Clinics and Hospital and Motorola's Offendertrak for inmate tracking. Both Centricity and Offendertrak are Oracle based. These are presently in use at all three of our MDOC operated prisons as well as at 15 Regional Correctional Facilities and our four Private Prisons. These non-employee staffed MDOC locations generally connect using their own network and accessing MDOC using our SSL VPN connection. At present, the four Private Prisons also have MDOC 1.5mb Metro E connections for only our Medical Clinic operations at each location. The Regional Jails have VDI access to Centricity so they can upload documents into the Document Management part of Centricity as they do not have any direct connection to MDOC except by using remote access to MDOC using their own Network.

- 5.5.5 MDOC users only have applications stored locally on their PCs, all data storage (word processing, spreadsheets, databases, etc.) resides on our servers or in server based “Home Folders”. Each of our employee staffed 4 major facilities has their own Home Folder server for personal work files. Using Microsoft System Center Configuration Manager, we can re-image a PC in about 20 minutes to replace a crashed system, push out updates, applications, and remotely provide user support. MDOC provides browser based access to such services as Helpdesk, policies and procedures, document imaging, training, Time Clock, caseloads, newsletters and other bulletin board information. One of these Intranet systems provides browser based access to our electronic document imaging system from EMC’s Application Extender. All paper documents generated regarding inmates are imaged. We also have some 26 databases written in Microsoft Access which are used on the enterprise and are connected to Microsoft SQL for the backend database functions.
- 5.5.6 All internet access is controlled. We use Edgewave’s Iprism to limit employee access and monitor their usage. Our Exchange 2010 email system currently uses Cisco’s IronPort appliance that filters all email for Spam and viruses. In addition we use Vipre Enterprise software to protect all users and servers.
- 5.5.7 We use Appasure and Microsoft DPM to back up the entire network to a hard disk based drive arrays with both a primary SAN and a Replicated remote SAN. The primary Data Center is housed in the State’s Data Center with its own electrical system, air-conditioning and Generators for emergency power. The Computer Server rooms at the 3 prisons are also similarly equipped.
- 5.5.8 The MDOC Management Information Systems (MIS) staff under the MIS Director consists of 22 positions divided into 4 categories: Applications, Network Management, Telecommunications (Phones and Radio), and Helpdesk. The Applications staff has expertise in areas of application development, data mining, information systems design, and implementation. They are proficient in SQL using Microsoft SQL and Oracle’s SQL Plus on PCs and servers, etc. The Network staff has experience with Microsoft Active Directory, WAN, LAN, SNA, SSL, Exchange, wiring, Windows Server, VMware, Microsoft System Center, Windows Clustering, and others. They work with Cisco, HP and Brocade routers and switches. We operate multiple SANs at our various Server locations. The Helpdesk supports our PC and Laptops and assist the Network staff when needed. The Telecommunications staff handles the phones and PBXs along with the Radios and wiring. We have staff with certifications with Dell, Microsoft and others. MDOC’s MIS staff coordinates and works closely with the IT staff that our Medical Vendor provides onsite as well as their Corporate IT staff.

5.6 Retention of Certain Medical Staff of Current Vendor

MDOC will require the Vendor to provide employment to certain employees of the current vendor who occupy a health care position and provide service to MDOC on June 30, 2016 should the current Vendor choose to not bid or should the current vendor bid and not be chosen as the Health Services Vendor. The requirement to provide employment shall be for a six-month period beginning with the commencement of the contract but does not preclude termination of any employee for good cause. The retained employees shall

receive the same employment benefits as other similar employees of the Vendor. The intent of retaining current employees is to ensure continuity of care during the transition from one Vendor to another. If the Vendor can assure a reasonable level of continuity of care in another manner then it should be stated in the proposal.

5.7 Responsibilities of MDOC

MDOC will be responsible for management of the following services:

- 5.7.1 Utilization review and Case management
- 5.7.2 Off-site Specialty Care
- 5.7.3 Off-site Hospital Care
- 5.7.4 Structural maintenance of MDOC facilities
- 5.7.5 Non-emergency transportation of individuals to medical service providers
- 5.7.6 Utilities, except for long distance telephone, expansion of the telephone system, and specialized requirements
- 5.7.7 Administrative space on an "as available" basis, to include existing office furniture in place
- 5.7.8 Inmate labor under MDOC procedures for janitorial and housekeeping tasks
- 5.7.9 Guidance in MDOC policy and procedure
- 5.7.10 Security for health care staff
- 5.7.11 Maintenance of electronic connectivity between the three major facilities
- 5.7.12 Reimbursement for medications used in the treatment of Hepatitis C and bleeding disorders.

5.8 Governance, Staffing, and Administration of Proposed Contract Responsibilities of MDOC

5.8.1 Organization of the Onsite Health Services Unit

1. There will be a MDOC Health Services Administrator (HSA) to monitor the medical services, mental health program, pharmaceutical service operations and dialysis services onsite for MDOC at the three main facilities. He or she will also serve as the MDOC medical grievance coordinator and will report directly to the MDOC Chief Medical Officer. He/she will serve as the onsite liaison between the Vendor and MDOC administration.
2. The Vendor's medical services will be managed and directed by a Site Medical Director who is Board Certified and a fully licensed physician in the State of Mississippi with authorization to practice and who has experience in correctional health care. The Vendor is expected to provide compensation and benefits for this employee.
3. The Site Medical Director will serve as the responsible health authority for his/her respective MDOC site. Physician's clinics must be held with a frequency appropriate to the size and medical needs of the population. Determination of physician hours is left to the Vendor, but must comply with standards listed in this RFP. To the extent that Physician Assistants (PAs) and Registered Nurse Practitioners (RNs) are used, adequate supervision and prompt physician sign-off must be provided in accordance with Mississippi licensure requirements.

4. Each facility's superintendent/warden and HSA will participate in the annual evaluation of the Vendor's Site Medical Director.
5. All individuals involved in the direct care of inmates shall be qualified or licensed health care professionals. No inmates are to be involved in the provision of health care services.

5.8.2 Medical Autonomy

1. All matters of medical judgment will be the sole discretion of the licensed health care staff working for or under contract with the facility.
2. The MDOC Chief Medical Officer will have the authority in all medical judgments subject to resolutions of medical policy issues or medical necessity.
3. The duties of the MDOC Chief Medical Officer include but are not limited to the following:
 - A. Assist the Vendor in communications and coordination with MDOC regarding clinical matters and security issues;
 - B. Be the final medical authority regarding MDOC's medical policy issues;
 - C. Be the final medical authority regarding questions of medical necessity and efficiency.
 - D. Monitor the Vendor's credentialing, provision of care, and quality assurance processes and reports and ensure that action is taken as appropriate;
 - E. Recommend to MDOC and the Vendor additions or changes in technology and treatment in correctional settings;
 - F. Review MDOC medical policies and procedures annually and revise/develop them as necessary; and
 - G. Recommend terminally ill inmates to the MDOC Commissioner for consideration for Conditional Medical Release (CMR) upon referral from a site medical provider per **Exhibit K**.

5.8.3 Administrative Meetings and Support

The Site Medical Director, Mental Health Director, Pharmacy Director and MDOC HSA will serve as members of the superintendent/warden's senior staff and actively participate in the establishment of institutional goals and program development. Senior staff will participate in regularly scheduled medical audit committee (MAC) meetings with the superintendent/warden's staff and chaired by the HSA.

The HSA, Site Medical Director and the Director of Nursing (DON) shall serve as the key administrators at each site. All other health services departments will be considered Support Staff. The Site Medical Director and Director of Nursing will be responsible to the superintendent/warden for general onsite administrative direction. They will submit a statistical summary of the health care services delivery system to the MDOC HSA per **Exhibit O**. The HSA will present information to the MDOC Chief Medical Officer. MDOC may, from time to time, request such

reports more frequently, and the Vendor (s) will comply with such requests on a timely basis within five (5) working days. The Vendor will comply with the content and format of the reports as set forth in **Exhibit D**.

5.8.4 Policies and Procedures

1. The Vendor(s) will annually review all medical policies and procedures with appropriate medical staff relating to health care services in the facility and date and sign those reviews. Vendor will ensure that MDOC has an updated policy and procedure manual available for review at each facility.
2. Therapeutic guidelines and protocols shall be reviewed and updated annually by the Vendor's Site Medical Directors with the approval of the MDOC Chief Medical Officer.
3. The MDOC CMO will ensure that any outside resource and specialty treatment offered will be in accordance with pre-negotiated contracts to ensure that the total health care program offers the full range of health care for all inmates, including access to an adequately equipped, licensed general hospital or infirmary either in the institution or the community.
4. The Site Medical Director will ensure that the superintendent/warden or designee is appraised of all relevant information regarding inmate participation in programs, as well as management and security implications of specific health care situations.
5. All security regulations that apply to institutional personnel will also apply to health services staff.
6. The Vendor is expected to provide MDOC with two (2) copies of the most current version of the Vendor's policy and procedure manual, any medical and mental health protocols, dental protocols and nursing protocols after award of contract but prior to commencement of contract services.
7. Healthcare Services personnel designated by the Vendor(s) will be expected to attend the MDOC Commissioner's Quarterly Meetings held at each major facility.

5.8.5 Emergency/Disaster Plan and Drills

The Vendor will adopt and have in place, within sixty (60) days of contract award, a medical disaster plan to provide for the delivery of medical services in the event of a disaster, either naturally occurring or man-made, including the following: evacuation of infirmary patients, triage of casualties and use of emergency medical vehicles. Drills will be coordinated with MDOC drills.

The medical disaster plan shall be in compliance with ACA and NCCHC standards of care. All health care staff shall be trained in their roles within the context of this plan.

The Vendor shall provide the superintendent/wardens and HSA with a copy of the plan, as well as an updated contact list for recall of key health care staff and qualified health care professionals.

5.8.6 Communication on Special Needs Patients

The medical staff will be aware of inmates who have special medical problems and the associated signs and symptoms and communicate these problems to the respective correctional and healthcare staff via verbal or written means and the use of appropriate "Medical Holds" on the OffenderTrak electronic system.

5.8.7 Procedures in the Event of an Inmate Death

All inmate deaths are treated as per Mississippi State Statute (47-5-151 Miss. Code) regarding unattended deaths. The Vendor(s) shall be responsible for adherence to state statute, as well as the performance and conduction of a mortality review. The Medical Services Vendor will be expected to notify the MDOC Commissioner, MDOC Chief Medical Officer and MDOC HSA of any inmate death within their care no greater than 24 hours status post death. The Site Medical Director must prepare a Mortality Report and Mortality Survey and forward to the MDOC Chief Medical Officer within 72 hours status post the inmate death.

5.8.8 Grievance Mechanism(s)

The Vendor(s) shall follow MDOC policies, procedures and timelines to be followed in dealing with individual complaints regarding any aspect of the health care and in accordance with MDOC regulations.

5.8.9 Accreditation and Standards

The Vendor shall maintain all current levels of accreditation held at each facility site. Vendor will comply with all ACA and NCCHC accreditation measures established within each facility. The Vendor shall maintain and keep current all documentation that may be necessary for any accrediting audits.

All comprehensive onsite health care services provided shall be in compliance and in accordance with the following:

1. All applicable federal legislation
2. All applicable statutes, regulations, rules and "standards of care" implemented by the State of Mississippi
3. Any applicable court orders/mandate
4. Policy directives of MDOC and standard operating procedures
5. American Correctional Associations (ACA) standards (most current)
6. National Commission on Correctional Health Care (NCCHC) standards (most current)
7. Licensure of the MSP hospital and infirmaries shall be maintained.
8. Vendor's staff members are subject to criminal history and background investigation and must be approved by MDOC for access to facilities.
9. In the event of an MDOC Internal Audit Division, PFER, State Auditor or Attorney General Investigation, Vendor(s) shall fully cooperate.
10. Vendor's staff is required to know and follow MDOC employee conduct

standards and applicable policy and procedure. Failure to do so may result in a member of the Vendor's staff being barred from any or all facilities of MDOC.

11. Vendor's staff must hold the Mississippi license requisite to their profession and duties and must limit their practice to those procedures in which they are trained and which they are licensed to perform. (Time will be allowed for staff holding valid out-of-state licenses to apply for Mississippi licensure.)
12. Senior staff (i.e. Site Medical Director, Director of Nursing, Mental Health Director, Pharmacy Director) will be reviewed and/or interviewed by the MDOC CMO who will provide feedback to the Vendor prior to hire or assignment to MDOC facilities.

5.9 Safe and Healthy Environment

5.9.1 Infection Control Program

MDOC requires an infection control program that effectively monitors the incidence of infectious and communicable disease among inmates; promotes a safe and healthy environment; prevents the incidence and spread of these diseases; assures that inmates infected with these diseases receive prompt care and treatment; and provides for the completion and filing of all reports consistent with local, state, and federal laws and regulations.

The program must include the following:

1. Written policies, procedures, and practices that define surveillance procedures to detect inmates with infectious and communicable disease, appropriate immunizations to prevent these diseases, the care inmates with these diseases receive, including isolation when medically indicated, and compliance with treatment regimens.
2. The decontamination of medical equipment and proper disposal of sharp and biohazardous wastes.
3. Strict adherence to the universal precautions by health care workers in order to minimize the risk of exposure to blood and body fluids of patients
4. The proposed Vendor will designate an Infection Control Program Coordinator at CMCF, MSP, SMCI, and the four privately operated prisons.
5. The proposed Vendor shall conduct an annual TB test for each inmate and employee of MDOC. The Vendor shall conduct a TB test for each new inmate and employee of MDOC utilizing the TST and IGRA as clinically appropriate.
6. The proposed Vendor shall coordinate its infectious disease program with the local county public health departments. The Vendor will be the primary liaison with the local public health department.
7. The proposed Vendor shall provide Hepatitis C Care and Treatment. New medications that act directly against Hepatitis C virus (HCV) have recently been approved for treatment of this condition, and more are expected in the future. The preferred treatment regimen has changed with each recent approval of the direct-acting antiviral medications (DAAs). In the midst of this rapidly changing treatment landscape, the most recently published guidance on HCV

treatment (www.hcvguidelines.org) indicates that it is reasonable to prioritize treatment for inmates who have a more urgent need for intervention to receive treatment first. The expectation is that safer, simpler, and more effective medications will become available in the near future. The following clinical scenarios involving chronic HCV infection should be prioritized for treatment: advanced hepatic fibrosis/cirrhosis; liver transplant recipients, HIV co-infection; comorbid medical conditions associated with HCV, e.g. cryoglobulinemia and certain types of lymphomas; and, continuity of care for newly incarcerated inmates who were being treated at the time of incarceration. The degree of fibrosis may be determined using the AST-to-platelet ratio index (APRI) and/or abdominal imaging studies such as ultrasound or CT scan. Although a liver biopsy is no longer required unless otherwise clinically indicated, results of a prior liver biopsy may be used. Inmates with an APRI score of greater than or equal to 1.0, or between 0.7 and 1.0 with other findings suggestive of advanced fibrosis (low albumin or platelets, elevated bilirubin or INR) should be prioritized for treatment. MDOC currently has three (3) inmates receiving medication treatment for HCV. Two inmates received medication treatment in 2012 and two inmates in 2011. All inmates identified with chronic HCV infection are followed in the chronic care clinic. The cost of HCV medication will be the responsibility of MDOC and should not be reflected in the capitated rate.

5.9.2 Environmental Health and Safety

MDOC at each institutional site will provide general maintenance and housekeeping. The Vendor is responsible for ensuring that the cleanliness and sanitation of the medical unit, clinical area, and infirmary areas are in compliance with standards of the medical community in general. The Vendor is responsible for linens and clothing in the areas where the Vendor is to provide health care services.

5.9.3 Medical Waste

The Vendor shall be responsible for all biohazardous waste material, as well as to provide for and bear the cost for an approved appropriate method of disposal of contaminated waste, including needles, syringes and other materials used in the provision of health care services. These disposal methods shall be in compliance with all applicable standards and/or regulations, including OSHA, relevant to the disposal of biohazardous waste material.

The Vendor shall take appropriate measures to ensure that only biomedical waste material is deposited within the designated contaminated waste containers. Air filters used in air recirculation and air conditioning units, which are removed or replaced by the maintenance department in rooms considered to harbor air-borne pathogens shall also be treated as biomedical hazardous waste and disposed of accordingly.

The Vendor is also responsible for the training of all staff, including MDOC, in the proper handling and disposal of biomedical waste material. In addition, the Vendor shall comply with all applicable laws and record keeping involving the handling and disposal of biomedical waste material.

5.9.4 First Aid Kits

The Vendor will be responsible for supplying, checking, and replacing used supplies in first aid kits throughout the three main facilities and the Community Correctional Facilities. The following items will be considered minimum standard for unit first aid kits:

1. First Responder's gear, including:
 - A. CPR shield
 - B. Gloves
 - C. Mask
 - D. Biohazard cleanup kit
2. Bandage supplies, including:
 - A. 3" Curlex x 2
 - B. 3" ace wrap x 2
 - C. Triangular bandage x 1
 - D. 2 x 2 gauze 5 packages
 - E. 4 x 4 gauze 5 packages
 - F. ABD pad x 1
 - G. Tape x 1 roll
 - H. Band aids – various sizes
3. Eye supplies, including
 - A. Eye wash
 - B. Small eye pad x 2
4. Iodine pads x 3
5. Ammonia inhalant x 2

The Vendor should determine whether additional items are required based on the location and expected medical needs.

Training for MDOC staff in the use of items in the first aid kits will be a part and included in the MDOC staff training provided by the Vendor.

5.10 Staffing Pattern and Training

5.10.1 Vendors must demonstrate their ability to manage and support the program they propose, including the following areas:

1. Establishing the credentials of professional staff who will deliver the program
2. The site administrative and consultant base for monitoring the program and correcting problems as they arise
3. The support staff to handle all types of records and communications. The Vendor will provide an experienced Medical Records Supervisor at MSP, CMCF, SMCI, and the four privately operated prisons who will supervise the support staff and handle all medical records requests.
4. Meet regularly with MDOC HSA, superintendent/wardens to resolve problems and document these meetings
5. Corporate structure to handle the administrative aspects of the proposal for

medical services, mental health program, dialysis and/or pharmaceutical services

6. Any increases to the staffing pattern proposed by the Vendor necessitated by operational demands or adverse findings of a Mississippi Department of Health, ACA or NCCHC or other authorized audit shall be at the expense of the Vendor.
7. Training of medical staff in MDOC policy, procedure and practice
8. Continuing education of health services staff and on-going training

5.10.2 Credentialing

1. All health care will be performed as directed by personnel authorized to give such orders.
2. Nurse practitioners and physician assistants may practice within the limits of their training, as well as applicable laws and regulations.
3. All professional staff and consulting physicians will be licensed to practice medicine in the state of Mississippi.
4. All non-physician health personnel will be licensed, registered or certified in their respective discipline.
5. The Vendor will verify with the state the licensure and status of every physician, nurse, or other personnel requiring a license to practice his/her profession prior to hiring or granting approval for that physician to work in the facility. A copy of the verifying information will be kept in each employee's personnel file. Contract health services will have this requirement incorporated into the contracting documents.
6. All Site Medical Directors, Directors of Nursing, Mental Health Directors, Dental Directors, and Pharmacy Directors will have unrestricted licenses to practice.
7. The Vendor's Site Medical Directors shall be Board Certified.
8. The MDOC Chief Medical Officer may, from time to time, do a credentialing compliance audit.

5.10.3 Training and Continuing Education for Qualified Health Services Personnel

1. All health care personnel will meet applicable continuing professional and educational requirements for their licensure status.
2. The Site Medical Directors will oversee the delivery of health care training for medical staff to enable employees to respond to health-related situations.
3. All health care personnel must have access to a medical library offering a variety of standard publications.

5.10.4 Students, Interns, Physician Assistants, Nurse Practitioners

1. Direct staff supervision will be provided for all students or interns involved in health care delivery commensurate with their level of training and experience.

2. Physician assistants will work under the clinical supervision of a physician working under the contract and will function in accordance with the regulations for physician assistants of the Mississippi Board of Medical Registration.
3. Nurse Practitioners will work under the clinical supervision of a physician working under the contract and will function in accordance with the regulations for nurse practitioners of the Mississippi Board of Medical Registration.

5.10.5 Job Training for Correctional Officers

All correctional personnel working with inmates will be trained in a first aid program equal to that endorsed by the American Red Cross to include the following:

1. Types of action required in potential emergency situations
2. Signs and symptoms of an emergency
3. Methods of obtaining emergency care
4. Procedures for transferring inmates to appropriate medical facilities or health care providers when that care is not available in the institution
5. Symptoms of chemical dependency, emotional disturbance, developmental disability, and mental retardation

Training in the use of items included in the first aid kits may be incorporated with MDOC first aid training.

5.10.6 Medication Administration Training

All pharmacy personnel and medication administration nurses will be trained in the medication administration protocol for their respective facility.

5.10.7 Inmate Workers

Inmate workers will not be assigned to healthcare-related tasks of any kind. Inmates may be assigned to the clinic, infirmary and hospital areas as janitorial orderlies.

5.10.8 Job Descriptions

1. The position description of each health care employee will delineate the specific responsibilities of their positions.
2. All health personnel will follow the written job descriptions on file at the facility as approved by the Site Medical Director.

5.10.9 Staffing Levels

1. Each bidder shall propose the level of staffing to perform all requirements with minimal standards. The bidder shall propose staffing patterns based upon the number of FTE staff will be on-site or available through telemedicine. However, final staffing for the delivery of medical services will be mutually agreed upon by written contract between the Vendor(s) and the MDOC.
2. Failure to meet the staffing requirements agreed to between the Vendor(s) and

MDOC may result in fines to the Vendor. MDOC may require reasonable changes to staffing based on changes in MDOC operations, and Vendor is required to work with MDOC in good faith to comply with such changes, as reflected in negotiated contract amendments.

3. Physician services must be sufficient to provide the required needs of the day and medical evaluation/follow-up within time limits of nursing triage (including weekends and holidays), including infirmary and chronic care management. In addition, twenty-four (24) hour physician on-call services with availability for consultation and on-site needs system-wide are required. A mid-level practitioner (i.e. NP or PA) may provide the 24-hour coverage with physician back-up coverage. All patients in infirmaries, and MSP hospital, must be rounded upon daily by a physician. A mid-level practitioner may admit to the infirmary or MSP hospital but must round on the patient with a physician daily.
4. The Vendor shall make its physician's available, and be responsible to pay the physician for their time, to appear in court on behalf of and at the request of MDOC.
5. Nursing services must be available to provide for the following:
 - A. RN coverage at all times
 - B. Intake screening on all inmates at time of admission into an MDOC correctional facility.
 - C. Histories and physicals on inmates within seven (7) days of admission
 - D. Medications as prescribed
 - E. Sick call triage (face-to-face encounter by a nurse) and follow up on a daily basis
 - F. Appropriate and timely responses to medical needs and emergencies
 - G. Physician support services
 - H. Chronic care clinic staffing for clinics
6. All employees and contractors of the Vendor(s) must use a biometric system to clock in and out of any institution.

5.10.10 Orientation for Health Services Staff

The Vendor shall provide a written plan for orientation and staff development/training appropriate to their health care delivery activity for all health care personnel that complies with ACA and NCCHC standards. This plan must outline the frequency of continuing training for each staff position. The Vendor(s) shall provide the MDOC CMO and HSA a copy of their plan for orientation and staff development. All Vendor employees will be required to attend all employee orientations and in-service staff training sessions required by MDOC. MDOC training staff will provide these sessions. The Vendor(s) must provide healthcare staff on-going training on the use of the MDOC electronic medical record and

utilization review system.

5.11 Health Care Support Services

5.11.1 Pharmaceutical Services

1. It is the intention of the MDOC to obtain a Vendor that can supply pharmaceutical products in compliance with applicable local, state and federal laws. This will include labeling all medications and providing all the necessary facilities and equipment for a medication administration system. The proposed Vendor would be responsible for all pharmaceutical expenses. Offerors are expected to bid on pharmaceutical services as part of an overall proposal to provide comprehensive health services.
2. Pharmaceutical procurement, storage, distribution and administration shall comply with the following principles:
 - A. Conform to state and federal laws
 - B. Be prescribed by physician or other licensed provider
3. Prescription practices should emphasize substitutions and minimal use of tranquilizers, analgesics, and psychotropics.
4. A medication ordering, receipt, distribution, and disposal log shall be maintained.
5. The MDOC Chief Medical Officer, the Site Medical Directors and the Pharmacy Directors will mutually agree upon keep on Person (KOP) Medication. Basically, no federally DEA-controlled medications, anticoagulants or medications with narrow therapeutic windows or medication for the treatment of AIDS, tuberculosis or preventative tuberculosis therapy shall be administered through the use of the KOP Program. Inmates who demonstrate non-compliance or lack of responsibility shall be removed from this program.
6. The proposed Vendor is further expected to assist with and oversee the following:
 - A. Development and utilization of a closed formulary with provisions to obtain non-formulary medications;
 - B. Psychotropics - optimize use, as part of an overall treatment strategy, including psychotherapy;
 - C. Medication distribution and administration;
 - D. Medication dispensation by pharmacist, pharmacist tech, or appropriately trained nurse;
 - E. Medication administration by pharmacist, pharmacist tech, or appropriately trained nurse. Patient refusal of medication must be documented by nurse;
 - F. Adequate record keeping;
 - G. Prevention of and discouragement of stockpiling by inmates;

- H. Security and storage of controlled substances;
- I. Security procedures;
- J. Inventories - daily and bulk storage;
- K. Maintenance of tickler file or other adequate system to help avoid medication lapses or delays

5.11.2 Additional Pharmaceutical Service Requirements

1. Pharmaceutical services shall be provided in accordance with the State of MS Board of Pharmacy, ACA and NCCHC standards. These services shall be sufficient to meet the needs of the institution. The Vendor shall abide by all applicable federal and state regulations relevant to prescribing, procurement, dispensing, administration, distribution, accounting, and disposal of pharmaceuticals. The Vendor shall be responsible for all mandatory record keeping and accountability applicable to all legal requirements.
2. The use of generic drugs should be optimized. The formulary shall be utilized for the majority of prescribed medications, and deviations will be documented clinically in the medical record. Any proposed formulary changes must be submitted to MDOC Chief Medical Officer for approval prior to implementation.
3. The Vendor shall be responsible for the provision of all necessary pharmaceuticals prescribed by a licensed professional. This will include labeling all medications and providing all necessary facilities and equipment for a medication administration system.
4. The Vendor must procure pharmaceuticals in a timely and expedient manner so that preventive and/or therapeutic benefits of drugs are achieved on a timely basis. Prescribed pharmaceuticals should be available for administration no later than the next day following order transcription, except in emergencies.
5. The Vendor shall make provision for obtaining emergency drugs not kept in the pharmacy. This may be done through the utilization of local back-up pharmacies.
6. Administration of pharmaceuticals/medications shall be upon the order of a physician, dentist or other authorized licensed individual with designated prescriptive authority, such as a PA or NP. There must be a method by which to notify the prescribing authority of the impending expiration date of a medication order. This will allow the prescriber to review therapeutic response to the medication and permit continuation or modification of the medication order.
7. The Vendor will provide the necessary equipment for the transmission and procurement of pharmaceutical orders. There must be a procedure for the timely acquisition of newly prescribed, stat, and emergent pharmaceuticals. Vendor will develop policies, procedures and practices for KOP and directly observed therapy (DOT).
8. A stocked emergency drug kit shall be available at all sites. An adequate supply of antidotes and other emergency drugs is to be available to meet the needs of the institution.

9. The Vendor must employ a full-time onsite pharmacist for CMCF and MSP. Pharmacy services must be available 24 hours per day, 7 days a week for urgent and emergent medication orders. This will include backup plans for urgent/emergent drug delivery in the event of (for example) hazardous conditions or after-hours drug delivery.
10. There should be an effective computer system in place that is readily available and capable of providing and maintaining drug profiles on inmates. This system must be able to be responsive to medical staff and pharmacist needs while adhering to the regulations for protection of inmate patient privacy.
11. Stringent security standards shall be utilized with the storage, dispensing, and accountability for DEA controlled substances, needles, syringes, and other items that have an abuse or security potential. The maximum duration of a controlled substance prescription will be thirty (30) days.
12. To facilitate continuity of care, whenever any inmate receiving prescription medication is discharged, paroled, released on ERS, or remanded on court order, a thirty (30) day supply of medication shall accompany the inmate. This permits the inmate sufficient time to arrange for an appointment for follow-up care. AIDS, TB, dialysis and chronic disease patients are given specific referral for follow-up as discussed in Section 5.3.14.
13. An Administrative Pharmacist will perform regular compliance reviews and discuss with the MDOC Chief Medical Officer. His/her primary objective will be to ensure that systems are in place to prevent medication lapses and to diminish medication errors. Also, the Administrative Pharmacist will review policies and procedures as needed. The Vendor will provide the Administrative Pharmacist.
14. MDOC requires the formation of a Pharmacy and Therapeutic Committee to be responsible for formulary management, policies and procedures review, provider prescription practices, medication error review, adverse drug reaction review, and other pharmacy, nursing and physician-related issues of drug therapy. Committee meetings will be documented and the minutes provided to the MDOC CMO within seven (7) days of the meeting. The meetings will be conducted quarterly (or more frequently as needed) and chaired by the Administrative Pharmacist.

5.11.2 Clinic Space, Equipment and Supplies

The Vendor(s) shall provide all necessary materials, supplies, and equipment to fulfill the terms of this RFP. These shall include, but are not limited to stretchers, medical, dental, optometric, diagnostic, mental health testing and office supplies (including postage) required to provide comprehensive onsite health care services. The Vendor shall provide prosthetics (spectacles, dentures, artificial limbs, hearing aids, special shoes, etc.) and orthoses (braces, splints, wheelchairs, walkers, canes, etc.) deemed necessary by the attending clinician. All equipment and supplies must be reviewed by MDOC for compliance with security requirements.

5.11.3 Diagnostic Services

15. Radiology Services

- A. Vendor will provide routine radiology services on-site by the Vendor's radiology technician at those facilities that have radiology (x-ray) units. All

supplies and materials necessary for the provision of on-site radiology services shall be the responsibility of the Vendor.

- B. All radiographs are to be interpreted by a licensed radiologist. Radiographs are to be interpreted on the same or the next workday and written results received within 48 hours after reading. A physician or mid-level practitioner shall review all written radiograph reports the workday following the receipt of the written report. The physician or mid-level practitioner shall be responsible for communicating the results to the inmate in a timely manner.
- C. For procedures, such as fluoroscopy or special studies, which are beyond the capacities of on-site equipment, the inmate will be transported to an off-site referral facility capable of performing the diagnostic procedure. The specialty consultation referral procedures should be used for such referrals.

16. Laboratory/Diagnostic Services

- A. The Medical Services Vendor, at all contractual sites, shall provide routine laboratory/diagnostic services. Services should include laboratory/diagnostic supplies, capability for lab pick-up and delivery daily (Monday through Saturday), printer to provide test results at each institution, reporting capability within twenty four (24) hours and personnel capable of performing the appropriate collection procedures. All on-site qualified health care professional staff shall be trained in the collection and preparation of laboratory specimens. Laboratory/diagnostic services may be subcontracted by the Vendor at the Vendor's expense and shall comply with all federal and state standards.
- B. Services must include the capability to provide some on-site diagnostic services with immediate results to include at a minimum: finger-stick blood glucose testing, urine analysis dip stick, urine analysis pregnancy test, rapid strep test, guaiac stool test, troponin I and peak flow testing. Where separate diagnostic services are provided on-site, a procedure manual is to be developed and kept current for each service, to include the procedures for the calibration of testing devices to ensure accuracy.
- C. Pap smears are to be performed at initial intake and offered annually to each female inmate.
- D. The physician or mid-level practitioner (PA or NP) shall review all routine laboratory results, within twenty four (24) hours to ensure proper treatment and follow-up care. Any grossly abnormal results or laboratory values shall be communicated to the physician or mid-level practitioner immediately. A record of the date and time of this communication, as well as resulting intervention orders is to be documented in the inmate health care record. It shall be the responsibility of the qualified health care professional receiving the lab results to ensure that appropriate intervention is initiated and to communicate positive or negative findings to the affected inmate.

17. EKG Services

The Vendor shall provide EKG services, equipment, and supplies at the correctional facilities. EKG services shall include at a minimum.

- A. Training and orientation of all qualified health care professional staff

- B. Printed EKG rhythm strip and computerized interpretation report within ten (10) minutes
- C. Equipment maintenance and service within twenty four (24) hours of repair request
- D. Appropriate referral of inmates with an abnormal EKG to a cardiologist for evaluation as recommended by the onsite attending physician.

5.11.4 On-Site Hospital and Specialized Ambulatory Care

The Vendor must have a plan for providing reasonable and necessary on-site hospital care and specialized ambulatory care services that includes the following:

1. The MSP Hospital (Unit 42) is a 56-bed licensed hospital (44 medical/surgical and 12 psychiatric beds). The Vendor must staff and operate the hospital 24 hours per day. The Vendor is also responsible to maintain the license to operate the hospital.
2. MDOC will periodically contract with a specialist physician to provide specialized ambulatory care services inside one of its facilities. The vendor will need to provide nursing staff support of all Specialized Ambulatory Care Services provided onsite by MDOC contracted specialist physicians
3. Diagnostic/treatment procedures that cannot be performed on-site should be referred for arrangement to the MDOC Office of Medical Compliance Specialty Care team using the utilization review system.
4. Emergency care and transport.
5. Routine and periodic onsite pacemaker checks

5.11.5 Renal Dialysis

The Vendor is responsible to provide renal dialysis services at one of its facilities (CMCF). Renal dialysis services shall be provided on-site three days per week. The Vendor shall submit a monthly schedule of renal dialysis services to the MDOC HSA at CMCF. The Vendor is responsible to provide all appropriate equipment, supplies and medical personnel for complete renal dialysis. MDOC will provide water and electricity at no cost to the Vendor.

5.11.6 Referrals to Off-Site Health Care Providers

Final approval for off-site referrals is at the discretion of the MDOC Office of Medical Compliance Specialty Care Team. The MDOC Chief Medical Officer and/or designee will review all denials, discuss with referring physician and offer final approval as indicated. Vendor healthcare providers shall utilize the MDOC utilization review system for submission of specialty care referral requests.

The Vendor (s) shall be responsible for the cost of all supplies and medications prescribed by the specialist, including, but not limited to: prosthetics, braces, special shoes, spectacles, hearing amplification devices, orthopedic devices, etc. The Vendor shall be responsible for fitting, repair, and/or replacement of prosthetics, including those prosthetic devices currently utilized by inmates. The

Vendor and MDOC will mutually agree on all of the above listed supplies with regard to security matters.

5.11.7 Hospitalization

All inmates who require hospitalization shall receive such care within the appropriate type of licensed facility warranted by their condition. Inpatient health care facilities utilized will meet the legal requirements for a licensed general hospital within the State of Mississippi. The MDOC will cover the cost of off-site emergency room visits and inpatient admissions. The MDOC Chief Medical Officer and the Deputy Commissioner of Administration & Finance will use standard cost method of accounting and trending expense to measure Vendor performance in this area.

5.11.8 Telemedicine

The Vendor will be responsible for maximizing the use of telemedicine technology to provide timely, responsive care and to minimize transportation and security expense. The Vendor shall utilize telemedicine and the 340B program for HIV and Hepatitis C care and treatment. The Vendor will be responsible for maintaining a log documenting the telemedicine use.

5.12 Inmate Care and Treatment

5.12.1 Receiving Screening and Health Assessments

A receiving screening shall be performed on all individuals immediately upon their arrival at MDOC by qualified health care personnel and result in appropriate disposition, and/or treatment within twenty-four (24) hours. At a minimum, the receiving screening should include the following inquiries: medical history, mental health conditions, dental needs, medication therapy, special needs and physical exam. If an inmate is transferred to another MDOC facility, the receiving screening report and health assessment will accompany the inmate to be reviewed by the receiving facility Site Medical Director.

1. A comprehensive health assessment and health history shall be performed by a qualified health care professional for each newly admitted inmate within seven (7) days of admission and in accordance with NCCHC and ACA Standards.
2. Health assessment shall include review of earlier receiving screening and collection of additional data to complete the medical, dental, psychiatric, and immunization histories, as outlined in NCCHC and ACA Standards.
3. Communicable and STD testing are mandatory components of all intake health assessments. If an inmate fails/refuses to comply with mandatory intake disease testing, the inmate will be placed in medical isolation. The Site Medical Director and appropriate institutional administrative authorities will be notified. If a newly admitted or transferred inmate has a positive tuberculin skin test, an IGRA blood test should be performed. If the inmate is symptomatic or HIV positive, he/she should be isolated immediately until the IGRA test, a chest x-ray and sputum results have been received. Active tuberculosis will be treated in collaboration with the State of Mississippi Department of Health TB consultants. The inmate will be evaluated for preventative therapy if active

tuberculosis is not diagnosed. Preventive (LTBI) therapy will be in compliance with Center for Disease Control (CDC) and the State of Mississippi Department of Health guidelines utilizing the 12 week regimen of INH and Rifapentine.

4. When an inmate is readmitted to the prison system, his/her health status shall be updated. In the absence of significant changes in previous health status, the full assessment does not need to be repeated if a routine assessment has been completed within the past ninety (90) days.
5. Mental health evaluation shall be in compliance with ACA and an NCCHC standard of care and is required by a mental health professional within time frames outlined in standards.

5.12.2 Medically Necessary Treatment is Required

The Vendor(s) is (are) responsible for providing all medically necessary care on the grounds of correctional facilities housing inmates in the custody, care, and control of the MDOC.

5.12.3 Oral Screening and Dental Treatment

1. Dental care services are to be provided in accordance with ACA and NCCHC standards. All dental services shall be provided under the direction and supervision of a dentist licensed by the State of Mississippi.
2. At those sites that have no on-site or mobile dental facilities, the Vendor will coordinate with MDOC to provide for the transportation of inmates for dental care. The Vendor will coordinate appointments to minimize transportation and security time. It is the Vendor's responsibility to ensure that the dentist and dental staff are available for treatment of dental emergencies. The dentist shall be available on-call twenty-four (24) hours per day seven (7) days per week. Dental emergencies shall receive action within twelve (12) hours of complaint.
3. Dental screening and oral hygiene instructions shall be performed within seven (7) days of admission to the custody of MDOC. Dental prophylaxis, including a thorough and complete dental examination, cleaning, and treatment plan, is to be performed on all inmates at least every two (2) years.
4. Dental treatment, not limited to extractions, is to be provided in accordance with the dentist's professional judgment, provided that it is in no manner detrimental to the inmate's health. The priorities of treatment are to preserve and maintain inmate's oral integrity. Each inmate will have access to the preventative benefits of fluoride treatment in a form to be determined by the dentist and appropriate for the individual. The Vendor shall provide routine dental prophylaxis and evaluations to inmates within two (2) years from the date of the last treatment or exam. In cases of readmitted inmates who have received a dental examination within the past ninety (90) days, a new exam is not required, except as determined by the supervising dentist. The readmitted inmate shall fall into the routine evaluation schedule based on the date of the last examination.
5. The Vendor shall provide dental prosthetics to inmates where dentist or Site Medical Director have determined that the patient's health would be adversely affected if a dental prosthesis was not provided. Dental prostheses needed for chewing food shall be provided without delay. Dental laboratory services shall

be the responsibility of the Vendor. Permanent dental prosthetics (full and partial) will be provided to inmates within ninety (90) days of the initial date of the denture mold.

5.12.4 Sick Call Process

1. All non-emergent health care services shall be delivered in accordance with ACA and NCCHC standards of care. The inmate will be triaged within 24 hours of receipt of the sick call request. Sick call triage shall be conducted in a face-to-face encounter by a licensed registered nurse credentialed in triage each day at times that shall not deter inmates from seeking care. Those inmates requiring evaluations beyond the capabilities of the triage nurse shall be referred to the physician or mid-level practitioner, such as a PA or NP. Non-emergent requests will be seen by the physician or mid-level practitioner within seven (7) days of sick call receipt. If an inmate's custody status precludes attendance at sick call, then arrangements will be made by the Vendor to provide sick call services at the inmate's place of detention. The Vendor(s) will work with MDOC in the establishment and structure of sick call, physician's sick call, and medication administration so as to coordinate the provision of these services within security parameters.
2. The sick call process consists of the following:
 - A. Inmate completes a *Sick Call Request* form and places it in sick call mail box. See the Sick Call Request Form in **Exhibit E**.
 - B. Vendor makes rounds twice each day to empty sick call mail box
 - C. Vendor date stamps receipt date on the sick call form upon receipt
 - D. Within 24 hours of receipt of all *Sick Call Request* form the inmate is triaged by a nurse in a face-to-face encounter
 - E. If medically warranted then within seven (7) calendar days of Sick Call Request receipt the inmate will be seen by a provider
3. A primary care physician shall be on-site providing direct patient contact a minimum of three and one-half (3½) hours per week per one hundred (100) inmates. This physician/patient ratio is the minimum standard for direct patient contact only and is not inclusive of the time required for administrative tasks, such as chart reviews, cosigning charts, review of diagnostic reports, and attending meetings.

5.12.5 Emergency Services

1. The Site Medical Director will assure that all medical staff are aware of procedures to provide emergency medical care to any inmate.
2. Emergency services shall be available for acute illness or conditions that cannot wait until scheduled sick call.
3. Emergency services shall be available through physicians, other health care staff, local ambulance services or hospital emergency rooms.

4. Specific written procedures for medical emergencies must be developed by the Vendor and approved by the MDOC CMO prior to the Vendor beginning services.

Emergency health services will be provided at all facilities by qualified health care staff and in accordance with NCCHC and ACA Standards. The Vendor shall make provisions and be responsible (excluding transportation) for twenty-four (24) hour emergency medical, mental health and dental care, including holidays, twenty-four (24) hours, seven (7) days per week. The Vendor shall ensure availability of emergency treatment through pre-arranged agreements with on-call providers. MDOC will ensure availability of indicated emergency treatment with community agencies. The Vendor's attending physician or designee will coordinate emergency transfers with facility security staff.

CMCF, MSP, SMCI, and privately operated facilities will have at a minimum, appropriate qualified health care professional staff on-site twenty-four (24) hours per day, seven (7) days a week. This may also necessitate the physician's return to the site location after normal scheduled hours to perform minor surgical procedures or to arrange for the use of community resources, such as emergency room, acute care facility, or other appropriate health agencies as necessary.

5.12.6 Patient Transport

MDOC shall provide for the transportation of incarcerated persons to any provider within the State of Mississippi as necessary and appropriate for the health care of such person and with whom MDOC has an agreement for health care services. The Vendor shall assume responsibility for emergency transportation from the correctional facility to the hospital emergency room as necessary. The Vendor may utilize onsite transportation services and appropriate security measures for non-emergent transportation. Part of the regular meetings with MDOC HSA and superintendent/wardens will be to review historical transportation use to discuss how to increase efficiency. MDOC shall arrange and pay for necessary and appropriate hospital-to-hospital emergency transportation.

5.12.7 Mental Health

Currently, complete mental health services are available at the three state prisons, Walnut Grove Correctional Facility, Wilkinson County Correctional Facility, Marshall County Correctional Facility, and East Mississippi Correctional Facility. East Mississippi Correctional Facility (a private prison under contract to MDOC) houses all classifications of acute and chronic mentally ill inmates. The delivery of mental health services shall be in accordance with NCCHC and ACA Standards of Care. Written policies and procedures guiding mental health services shall be available for individual sites.

The Vendor(s) shall provide or be responsible for:

1. Completing and submitting psychological evaluations as requested by MDOC.
2. Screening and referring inmates for psychiatric or psychological evaluation.
3. Crisis intervention to include implementation and maintenance of the Crisis

Stabilization Program.

4. Crisis assistance through an established on call system.
 5. Completing diagnostic and classification reports as designated by MDOC.
 6. Individual and group therapy.
 7. Monthly face-to-face interviews by qualified MHP with every inmate on the mental health case load.
 8. Providing and/or assisting with critical incident debriefing.
 9. Providing additional mental health information and/or evaluations.
- 5.12.8 Qualified mental health staff will provide therapeutic treatment programs to include, but not be limited to, crime victim awareness, sex offender, and anger management. Contracted mental health staff shall be qualified, trained, certified and licensed. Additional topics for group therapy will be determined by the need of each facility inmate population.
1. The contractual site psychiatrist at each institution will be responsible for:
 - A. Prescribing and monitoring psychotropic medications.
 - B. Conducting ninety (90) day face-to-face interviews/evaluations of all inmates on psychotropic medications.
 - C. Providing psychiatric evaluation and examination on inmates referred by mental health or medical staff.
 - D. Providing psychiatric treatment for inmates displaying mental, emotional or behavioral difficulties.
 - E. Assistance with implementation of the Crisis Stabilization Program.
 - F. Consulting and assisting mental health staff with treatment and care of identified special needs inmates.
 - G. Consulting with designated mental health policy and procedures (e.g., management of suicidal inmates, therapeutic restraints, and forced medications).
 - H. Coordinating the transfer of those inmates with severe mental health problems to EMCF as clinically indicated.
 - I. Accepting and tracking those inmates transferred from EMCF. This will include inmates stabilized and considered functionally able to be housed in a less restricted environment.
 - J. Initiating the transfer of inmates in facilities that do not have onsite mental health care to an MDOC facility with Mental Health Professionals to receive an evaluation and treatment.
 2. The contractual site physicians will also refer inmates, as appropriate, for psychiatric evaluation. The site psychiatrist or physician shall be available for crisis assistance twenty-four (24) hours/day, seven (7) days/week.
 3. The proposed Vendor will be solely responsible for the development and implementation of mental health services and the provision of licensed mental health staff. All mental health units shall be staffed twenty four (24) hours/day, seven (7) days/week by licensed mental health professionals and/or licensed

medical staff to provide mental health services and monitoring of mental health status. Supervision and operation of mental health units shall be by a qualified mental health professional.

4. The Vendor will be responsible for the provision of in-service training related to mental health issues to medical staff and to MDOC staff. Topics for training should include, but not be limited to, psychotropic medications, symptoms of mental illness, mental retardation, and management of suicidal inmates.

5.12.9 Health Evaluation of Inmates in Administrative and Disciplinary Segregation

All prisoners in administrative or disciplinary segregation are to be evaluated in accordance with ACA and NCCHC guidelines and MDOC policies and procedures. The Vendor(s) shall provide mental health services and treatment plans for inmates housed in administrative and disciplinary segregation.

5.13 Special Needs and Services

5.13.1 Special Needs Plans

Vendor will develop an individual treatment plan for each inmate with a special care need and ensure enrollment in appropriate chronic care clinic(s).

1. Special needs treatment plans shall be developed for inmates with any of the following conditions:
 - A. chronic care (e.g. diabetes, heart disease, asthma)
 - B. convalescent cases
 - C. substance abuse cases
 - D. inmates with serious communicable diseases
 - E. physically disabled
 - F. developmentally disabled
 - G. serious mental health needs
 - H. frail or elderly inmates
 - I. terminally ill
 - J. pregnant inmates
 - K. Youthful offenders
2. Inmates with special needs shall receive close medical supervision and/or multidisciplinary care. Inmates with special needs shall have a written, individualized medical treatment plan developed by the physician or other qualified health practitioner. This plan shall address diet, exercise, medication, diagnostic monitoring, frequency of medical evaluation, adaptation to the correctional setting, and areas of modification.

5.13.2 Facility- Based Inpatient Care

The inpatient units shall conform to ACA and NCCHC standards of care. The MSP hospital unit must comply with State of Mississippi Hospital Licensing Standards.

The Vendor shall utilize the inpatient units to their fullest extent within appropriate health care standards. It shall be staffed twenty-four (24) hours per day, seven (7) days a week by sufficient and appropriate qualified health care professionals in order to provide skilled nursing care to those inmates whose health condition merits such care.

Inpatient care shall be provided at the following institutions: MSP – 44 medical/surgical hospital beds and 12 psychiatric beds, CMCF 8 – infirmary rooms, SMCI – 12 infirmary rooms.

Inpatient care shall adhere to the following guidelines:

1. A physician must be on call twenty four (24) hours per day/seven (7) days per week-immediately available for phone consultations and within one (1) hour of the facility if needed onsite.
2. Supervision of the infirmary is by a staff RN who is present daily for each shift.
3. There are written policies and procedures which provide guidelines for skilled or infirmary care.
4. All inmate patients are within sight or hearing of a qualified health care professional.
5. A complete inpatient infirmary record is maintained for each inmate admitted into the infirmary. An *Infirmiry Log* of inmates, diagnoses, and treatments shall be maintained and submitted to the MDOC Utilization Review Team daily.
6. Admission to and discharge from the infirmary are by the order of a physician or other sanctioned health professional.
7. Infirmary rounds are to be made daily by a staff physician. If a mid-level provider chooses to round, he/she should do so with an attending physician.
8. Nursing infirmary rounds are to be made and documented on every patient no less than twice per eight hour shift.
9. All infirmary encounters are to be documented in the inmate's medical record.
10. Those inmates beyond the care capabilities of the infirmary shall be hospitalized at a MDOC approved community facility.
11. Infirmary bed priority will be given to those inmates whose condition merits infirmary care.
12. All patients admitted to a hospital/infirmary unit shall have a history and physical with twenty four (24) hours.
13. A discharge summary will be done at time of discharge.

In order for the provision of intravenous therapy (IV) at any infirmary, the following criteria must be met: (a) A RN is on duty at each shift and is available to monitor therapy or (b) available LPN staff must have completed an initial IV training class, has documentation of same in personnel file, has demonstrated documented proficiency in IV therapy and must have yearly documented refresher training. A RN charge nurse should be available at each shift.

Observation patients may be admitted to the inpatient unit.

The proposed Vendor shall maintain sheltered housing units at the four privately operated correctional facilities. Sheltered housing medical staff documentation shall be entered into the medical record.

5.13.3 Facility-Based Chronic Care Clinics

The Vendor shall provide chronic care clinics within the confines of MDOC facilities to the maximum extent possible. The chronic care clinics should be developed to reflect prevalent medical needs of inmates. The request to add a new chronic care clinic or end a chronic care clinic must be approved by the MDOC CMO. TB clinics will be provided in conjunction with the Mississippi State Department of Health. The chronic care clinics currently offered include:

1. Immunity (HIV)
2. TB
3. Endocrine (Diabetes, Thyroid, Hormone Replacement)
4. Cardiovascular
5. Neurology
6. GI
7. Respiratory
8. Oncology
9. Renal
10. Age 50 and over

5.13.4 Optometry Services

Optometry examinations and treatment shall be provided on-site by a licensed provider, so as to adequately attend to the needs of all inmates. It is the responsibility of the Vendor to provide all equipment necessary for providing these services. Treatment and care, which is beyond the scope of expertise of the optometrist, shall be referred to an off-site ophthalmologist. Specialist referrals shall be referred to the MDOC Office of Medical Compliance Specialty Care Team using the utilization review system.

Plastic eyeglasses shall be provided by the Vendor to inmates requiring vision corrections or to inmates entering the system currently using some type of corrective lens. The Vendor is required to replace broken or damaged lens once a year, unless an eye condition requires replacement more frequently. Inmates are not allowed to wear contact lenses, and inmates who enter the system wearing contact lenses would require glasses to be supplied by the Medical Services Vendor. Special medical treatment requiring the wearing of replaceable contacts would need the approval of the MDOC Chief Medical Officer.

5.13.5 Auditory Services

The proposed Vendor will provide a hearing examination to be performed by a

licensed audiologist when ordered by a physician. If a hearing amplification device is indicated, the Vendor will provide the device. The Vendor will provide maintenance and batteries for the device. The Vendor will not be expected to render payment for more than one (1) amplification device per person per three (3) year period, unless medically required on a more frequent basis.

5.13.6 Compassionate & Palliative Care

Compassionate & Palliative care shall be provided when indicated by the physician and accepted by the inmate. Vendor and MDOC will work together on a case-by-case basis. Currently, compassionate & palliative-level care is provided at the MSP Unit 42 Hospital in a six-bed unit.

5.14 Medical Records

5.14.1 Electronic Health Records

The MDOC has invested in a comprehensive electronic health records (EHR) system. The system is owned by MDOC. The EHR, GE Centricity EHR, was implemented in late 2009. The Vendor(s) agree to utilize and input data into the EHR as currently utilized by MDOC. MDOC is responsible for the cost of the software, licensing of the system and annual maintenance. MDOC agrees to have the Vendor(s) access the medical data module of the EHR system via computers located within the medical units. The Vendor(s) will ensure appropriate personnel are trained to utilize the system and that a formal program for training will be in place for both the Vendor's employees as well as appropriate MDOC personnel. The Vendor(s) will be responsible to input data into the system and keep all relevant data fields populated on a timely basis. As part of its training the Vendor(s) will emphasize the importance of data integrity and data consistency by those entering data into the EHR. The Vendor(s) and MDOC agree that health information in the EHR will be used in accordance with applicable confidentiality laws and regulations. The Vendor will provide IT support for EHR maintenance.

MDOC shall possess sole ownership of all inmate medical records. Any applicable software or data will be transferred to MDOC upon termination of the contract. The vendor will be responsible for **remitting** annual maintenance, support or upgrades for the Centricity Software. These cost will be reimbursed by MDOC to vendor.

5.14.2 Medical Records Requirements

1. Individual health care records will be initiated and maintained for every inmate regarding medical, dental or mental health services as a result of the inmate screening process or for services rendered following assignment to a housing area.
2. Confidentiality of medical records will be assured. The medical, dental and mental health records will be kept separate from the master file, working file and offender management file. Data necessary for the classification, security and control of inmates will be provided to the appropriate MDOC personnel. Medical records will be made available to MDOC personnel when required to defend any caused action by any inmate against MDOC. MDOC will have access in accordance with applicable HIPAA rules.

3. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained. The Medical Records Supervisor will be responsible for maintaining all records in accordance with applicable HIPAA rules.
4. Inactive medical records will be maintained at CMCF in accordance with the laws of the State of Mississippi and the ACA and NCCHC Standards. After two (2) years, the inactive records may be stored in Archives. MDOC will provide storage, and cost of retrieval is the responsibility of the Vendor.

5.14.3 Release of Health Care Information

Release of medical records will only be made to appropriate health services providers, attorneys in causes of action where health care is at issue, for Quality Assurance and/or peer review, and as ordered by the courts or as authorized by MDOC.

5.14.4 Transfer of Health Care Information

In the event that an inmate is transferred to a correctional facility outside the jurisdiction of MDOC, an inmate health care summary shall accompany the inmate to aid with continuity of care.

5.15 Medical Research and Experimentation

MDOC does not permit medical experimentation or research in any of its facilities.

5.16 Insurance

Copies of insurance certificates shall be filed with the MDOC Chief Medical Officer within ten (10) days of award notice, and before the effective date of the contract. Vendor shall maintain, at their expense, the established levels of insurance as shown below for Workers' Compensation, Comprehensive General Liability and Property Insurance.

5.16.1 Workers' Compensation and Employees Liability in an amount of not less than One hundred thousand (\$100,000) dollars.

5.16.2 Comprehensive General (Public) Liability to include (but not limited to) the following:

1. Premises/Operation
2. Independent Contractors
3. Personal Injury
4. Contractual Liability-Bodily Injury \$1,000,000.00 per occurrence
5. Property damage \$1,000,000.00 per occurrence
6. Fidelity Bond on contractor's employees at \$50,000

5.16.3 Prior to the effective date of the contract, the successful offeror shall furnish the MDOC with an appropriately executed certificate of insurance. Such certificate shall identify the Contract and contain provisions that coverage afforded under the policies shall not be canceled, terminated or materially altered. All insurance certificates will provide coverage to the MDOC as an additional insured.

5.16.4 Failure on the part of the successful offeror to procure and maintain the required insurance and provide proof thereof to the MDOC, shall constitute a material breach of the Contract, upon which the MDOC may immediately terminate the Contract.

5.17 Agreement with Federally Qualified Health Center (FQHC)

It is the intention of the MDOC that the proposed vendor have in place upon contract commencement, but no later than 90 days after commencement, a contractual agreement with a Federally Qualified Health Center (FQHC) in order to obtain 340B Pricing for certain pharmaceuticals. Any favorable pricing for pharmaceuticals shall be incorporated into the capitated rate.

SECTION 6. REQUIRED FORMAT AND CONTENTS OF PROPOSALS

6.1 General Instructions

- 6.1.1 Offerors shall submit all information as requested in this RFP. All information must be clearly labeled and tabbed using the section titles and the order as presented in Section 6.4.9 below. Proposals shall use 12 point font, be single spaced and have 1 inch margins. Offerors should answer all questions and provide all information that they are able. If you cannot provide the answer or information, please explain.
- 6.1.2 Offerors are required to submit **Exhibit L** – Submission Cover Sheet – as the first page of their proposal.
- 6.1.3 Offerors are required to state “agreed” or “will comply” for each requirement. If offeror has an exception, these must be stated under the required section in their proposal, and then restated the exceptions on the separate exception listing in **Exhibit CC** - Proposal Exception Summary Form.

6.2 Proposals Shall Contain Minimum Information

- 6.2.1 Name of offeror, location of offeror's principal place of business, and, if different, the place of performance of the proposed contract
- 6.2.2 The age of offeror's business and the average number of employees over the past ten (10) years;
- 6.2.3 Resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
- 6.2.4 Listing of five (5) contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least four (4) references for contracts awarded during the past three (3) years.
- 6.2.5 A plan giving as much detail as is practical explaining how the services will be performed; and,
- 6.2.6 An estimate of price.

6.3 Demonstration of Competency

Proposals will only be considered from firms that are regularly engaged in the business of providing the services as described in this RFP. Offerors must be able to demonstrate a good record of performance for the five (5) previous years, and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

6.4 Required Proposal Format and Content for MDOC RFP 16-009

- 6.4.1 The proposal narrative shall be organized in the same sequence as presented in this RFP. Each major section of the proposal (i.e. organizational capability, proposed service model, proposed staffing plan, quality assurance plan, references and proposed fees) shall be clearly identified.
- 6.4.2 Organizational Capability

Offerors must demonstrate to the MDOC that it is capable of providing the scope of requested services for the population of inmates described in this RFP. Any information that can assure MDOC that the offeror understands the health needs of the population, has experience with correctional health care, is financially capable to manage this project and has the ability to manage a wide range of health care professionals should be presented in this section. In the Organizational Capacity section of the proposal please respond to each item listed below.

1. If you currently have an office in the State of Mississippi, state the address, general functions of the office and number of full time employees.
2. Please attach resumes of dedicated contact person(s) for the MDOC account.
3. State if any officers or principals and/or their immediate families are, or have been within the preceding twelve (12) months, employees or elected officials of the State of Mississippi.
4. List all clients for which you provided correctional healthcare services within the last three years. Use the *Correctional Health Care Services Experience* form included in **Exhibit N**.
5. Describe experience your company has had providing correctional health care services for a corrections population of comparable size as the Mississippi Department of Corrections.
6. Describe your company's experience providing chronic care clinics in a correctional facility? Identify the types of chronic care clinics and approximate number of inmates served.
7. Has your company been assessed a performance penalty or liquidated damages related to any correctional health care services contract within the last three years? If yes, please explain identify the contract, the reason for the performance penalty and the amount of the liquidated damages.
8. MDOC wants to be assured that the Vendor(s) selected to provide services are financially stable and will be able to meet the contract requirements for the term of the agreement. Provide information about the financial history and capabilities of the company. Is the company publicly traded or privately held? Provide the company's audited financial statements for the last two years.
9. What are your standard terms for paying provider claims? What are your standard terms for paying subcontractor claims?
10. Describe any experience your company has had in the last five years providing health care services where payment to you was made through a capitation system. Describe the scope of services in the capitation payment model and what services your company was not at risk for. Were there any capitated contracts you entered into in the last five years where you went back to the payor before the expiration of the contract and requested additional fees or a higher capitated rate?
11. Describe your company's experience operating and managing a licensed hospital within the last five years. Identify the location of the hospital, the

number of beds and hospital license number. Has any hospital your company operated within the last five years had its hospital license revoked or not renewed? If yes, please explain.

12. Describe your company's experience using electronic health records (EHR). Does your company currently use an EHR system in a correctional facility? Describe your company's experience using the GE Centricity EHR system. If your company does not have experience with GE Centricity then does it have experience with other types of EHR systems that are not owned by the bidder or a related company?
13. Describe your company's current general liability, professional liability and medical malpractice insurance. Who are the insurance carriers? Have you had other liability insurance carriers within the last three years? Identify the coverage limits for each policy. The State of Mississippi expects to be named as an additional insured on your liability coverage. Please state whether or not you will name the State of Mississippi as an additional insured.
14. List and describe any pending lawsuits or other legal proceedings against the Vendor which pertain to any of the services or materials which are part of Vendor's proposal. Identification of lawsuits or legal proceedings shall include the date suit was filed, a brief description of the lawsuit and the current status of the lawsuit. MDOC reserves the right to request a copy of the lawsuit or legal proceedings.
15. Do your provider contracts contain provisions requiring the provider to cooperate with the MDOC Chief Medical Officer and the Utilization Review Team? If not, what would you do to ensure cooperation?
16. The Vendor is requested to describe how it will monitor the contract to ensure that requirements of the contract are complied with.
17. Section 4.25.4 of the RFP lists fourteen (14) process measures and two (2) health outcome measures that the Vendor is expected to comply with. The Vendor(s) is able to propose an additional two (2) process measures and two (2) health outcome measures. If you propose additional measure please list them.
18. Describe your peer review process. Who participates in the peer review? What is the frequency? What documents are examined as part of the process? How are results communicated to health care providers? What is done with health care providers that do poorly on the peer review process? How will the peer review results be communicated to the MDOC CMO?
19. Describe your Continuous Quality Improvement process. How are the results of the process communicated? Describe one change your company has made as a result of your CQI process.
20. The contract reporting and monitoring process requires daily, monthly, quarterly and annual reports from the Vendor to MDOC. Who will be responsible to complete these reports? Are there any reports that you are not able to produce at the frequency being requested?

21. Describe your company's experience with ACA and NCCHC accreditation. Have you been responsible to lead the accreditation efforts at any correctional facility? How has your company assisted correctional facilities to obtain and maintain their accreditation? How does your company ensure its staff is knowledgeable about the current ACA and NCCHC standards? Has your company ever had a contract for health care services at a correctional facility when that facility lost or did not renew its ACA or NCCHC accreditation? If yes, please explain.
22. Is your company certified as a minority vendor by the Mississippi Department of Administration and Finance? Do you plan to use subcontractors that are certified as minority vendors by the Mississippi Department of Administration and Finance?

6.4.3 Proposed Service Model

The bidder should use this section to describe the approach it will take to deliver the required services as described in the RFP. It is important that the Vendor(s) selected understand and incorporate the health care services values and philosophy described in the RFP. If the Vendor intends to exceed minimal standards it should describe how it will do so. Use of evidence-based practices is highly encouraged and should be described throughout this section of the proposal.

Describe your company's experience managing sick call services in a correctional facility. How many inmates per day do you see in sick call at any given facility? How will triage be conducted? Who will conduct triage? Is triage face-to-face or a paper review? What procedures do you have in place to ensure sick call visits occur within seven days of a sick call request being completed? Will triage occur on weekends and holidays? Is an evening sick call available?

1. MDOC will provide the Vendor with connectivity between facilities to support teleconferencing and telemedicine services. Please provide information as to what degree you plan to utilize this technology to provide more medical care. The discussion should include anticipated equipment, locations and applications. Also, please provide information on any anticipated cost savings to be derived from the use of telemedicine. Does your company have experience using telemedicine?
2. MDOC recognizes the complexity of management for some infectious diseases (e.g., Hep C, HIV). The chosen Vendor will be expected to provide medically necessary care to all inmates who suffer from such conditions according to nationally agreed upon standards of care. Further infectious disease control responsibilities of the Vendor are described in section 5.9.1 of the RFP. Describe your company's experience providing infectious disease services in correctional facilities as well as other health care settings. What procedures are used to determine if an inmate should be isolated when medically indicated?
3. The specifications presented in Item 5.12.2 state that only medically necessary care is to be provided. Vendors are requested to provide a definition of what it defines as care not medically necessary. Also describe a process to be followed

for resolution when a decision regarding medical necessity is questioned or is unclear. If you have a policy for this area, please provide a copy of the policy.

4. The Vendor(s) is expected to provide chronic care clinics as described in section 5.13.3. Identify the types of chronic care clinics you intend to provide. For each type of chronic care clinic you intend to provide describe which facilities they will be located, frequency, and services to be provided.
5. Describe your company's plan to provide optometry services. Who will provide optometry services? How often will optometry services be available?
6. Describe your proposed method to ensure inmates receive the necessary ancillary medical devices and equipment such as prosthetics, hearing aides, dentures, eyeglasses, braces, walkers, wheelchairs, etc. What is your proposed timeframe for inmates to receive such devices once a medical professional determines it is necessary?
7. MDOC requires lab services to be available on site at all three facilities. MSP must have complete lab services while CMCF and SMCI can have minimal lab services. Describe your company's plan to provide lab services at each facility. What lab services will be provided? Will you contract out for lab services? If labs are sent out to be analyzed, what is the expected timeframe results will be available? How are lab results communicated to the treating health care professional?
8. Describe your company's experience providing dialysis services. Has your company provided dialysis services to inmates within the last five years? Has your company provided dialysis services in a correctional setting in the last five years? If yes, please provide the location, timeframe, frequency of services, and number of inmates served.
9. Describe your company's experience providing mental health services. Have you provided mental health services to inmates? If yes, at what facilities? What type of services were provided? Did you provide 24 hour on call services?
10. Describe the mental health service model you will use for the MDOC facilities. What inmate mental health screening instruments will you use? How will you determine which inmates need a mental health evaluation? What frequency will you provide individual and group therapy? Are there any groups you will develop for specialized mental health populations? Will you use a subcontractor to provide mental health services? If yes, identify the subcontractor.
11. The Vendor is expected to participate in the MDOC Crisis Stabilization Program. Please read the Crisis Stabilization Program Policy and indicate your willingness and ability to meet the requirements of the policy if you are selected to provide mental health services.
12. Describe your company's experience providing pharmaceutical services. In the last three years has your company provided pharmacy services in a correctional facility? If yes, identify the facilities, the scope of pharmacy services and

number of inmates served. Does your company provide pharmacy services in-house or does it contract out for pharmacy services?

13. Describe the service model that you will use to provide pharmaceutical services for MDOC. Will you use an in-house pharmacy or subcontract out for services? How will prescriptions be communicated from the physician to the pharmacy? How will prescriptions be delivered to the inmate? How will the Vendor ensure prescriptions are filled and delivered to the inmate within 24 hours of the prescription being ordered? What will be your procedure to give prescriptions to inmates being discharged from MDOC and returning to the community?
14. Describe the dental service model you will use for the MDOC facilities. Will you use a subcontractor to provide dental services? If yes, identify the subcontractor.
15. Section 5.3.14 of this RFP describes the expectations of the selected Vendor(s) to coordinate the continuity of care for inmates leaving MDOC and returning to the community. For inmates with chronic medical and/or mental health conditions describe your approach to ensuring the continuity of care is maintained for inmates leaving MDOC. How will medical/mental health service referrals be made? How will health information about the inmate be communicated? What provisions will be made for prescriptions? Does the Vendor have a network of medical providers in the community that it can use?

6.4.4 Minimum Required Staffing Plan

MDOC has established the number of FTE's by facility that will be required to provide the basic medical care services requested in this RFP.

All proposals must use the staffing pattern contained in Exhibit P to develop their proposed capitated rate.

1. Identify the Vendor's key contact person who will be the contract manager if you are awarded the contract. Provide a brief bio that includes their experience managing similar contracts, experience with correctional health care services and length of time with your company. Include a resume of this person as an Attachment.
2. Identify other key personnel that will be working on the MDOC contract. Other key personnel include the company's Chief Executive Officer, Chief Medical Officer, and Chief Financial Officer. Also to be included are Site Medical Directors, Site Directors of Nursing, Site Mental Health Directors, Site Dental Directors and Site Pharmacy Directors. Resumes for each person should be included as an Attachment in the resume section of the proposal. In the event people have not been identified for these positions yet please list the qualifications you will use to select a person.
3. Using the *Facility Staffing Pattern* form in **Exhibit P** to list the proposed staffing pattern for each facility. In order for MDOC to maintain effective and efficient health services it is necessary for health care staff to be on-site as much as possible. The proposed staffing pattern is based upon FTEs by job category.

Liquidated damages as described in section 4.25.5 of the RFP are to be based upon the staffing pattern proposed by the Vendor and agreed to by MDOC.

4. As the priorities of our agency changes, possibly requiring additional staff, would you be flexible and willing to provide adequate staffing, which may require you to hire additional FTEs? Additional comments are welcome.
5. As applicable, please indicate your physician, nurse practitioner, physician assistant, pharmacist, psychiatrist and dentist turnover statistics for the past twelve (12) months.
6. What percentage of your physicians is board-certified?
7. Explain the termination provisions contained in your physician contracts.
8. Who is responsible for the selection, credentialing and re-credentialing of providers?
9. How do you monitor disciplined providers on an ongoing basis?
10. Do you monitor publications regarding disciplined providers in an on-going basis?
11. How often do you re-credential providers?
12. Briefly describe your re-credentialing process.
13. How many providers have been terminated from your Mississippi network or other networks over the past three (3) years based on information you obtained in the re-credentialing process?
14. Do you maintain a written Quality Assurance (QA) policy used to monitor providers? If yes, please attach protocols and procedures. If no, please describe how quality standards are developed, communicated, reassessed and revised.
15. What actions do you take to remedy QA issues at the individual provider level (i.e., education/sanctions)? If you have a written policy, please attach, otherwise, describe procedures.
16. Do you perform individual provider profiling based on clinical data? If yes, describe how this data is compiled and utilized. If not, do you have plans to do so within the next six (6) months, and how do you currently determine the quality of individual providers? How do you use this information?
17. Indicate how often you visit providers on a formal basis. Describe the purpose/activities of a typical routine visit.
18. Do you review medical records during a provider visit?
19. The MDOC Chief Medical Officer will be part of the selection team that hires the Site Medical Director at each facility. Describe your selection process for Site Medical Directors and how you will include the MDOC CMO.
20. How will you include the MDOC CMO and HSA in the process of evaluating your Site Medical Directors, Directors of Nursing and other key staff?

21. Please check below the criteria that each professional provider (where applicable) must meet to be accepted into your network. Also indicate the method you use to verify credentialing information (i.e., do you obtain primary verification, if so, how and indicate source; do you query the National Practitioner Data Bank; do you accept information supplies by applicant without further verification; etc.).
22. No proposer shall have in its employ or through contract or sub-contract any person that has been incarcerated by MDOC or has been under supervision by MDOC as a probationer, parolee or supervised under house arrest or earned release supervision, in either an adjudicated or non-adjudicated basis. No proposal will be considered unless this requirement is acknowledged and complied with.

CREDENTIALING CRITERIA AND VERIFICATION		
Check	Criteria	Verification Method
	Valid, current and unrestricted state professional license.	
	No recorded revocation or limitation of professional license.	
	Current DEA privileges with no involuntary restrictions.	
	Current state controlled substance registration with no involuntary restrictions	
	Valid, current and sufficient professional liability coverage.	
	Acceptable malpractice claims history.	
	Graduation from accredited medical school (or other professional program for non-physician professionals).	
	Acceptable completion of accredited residency program.	
	Never been subject to any medical staff monitoring or special review activity of public record (or reasonably discoverable upon proper inquiry).	
	No recorded expulsion or suspension from receiving payment under Medicare or Medicaid programs.	
	No recorded conviction or charge of a criminal offense.	
	No record of disciplinary actions in prior states in which provider practiced.	
	Acceptable health status of the provider.	

	Board certification in listed specialty (where certification is applicable).	
	Evidence of Continuing Education credit	

6.4.5 References

List three references for which you provide correctional healthcare services. Provide a full address, contact person, title, email address and telephone number for each reference. Also provide the total number of inmates for which you provide care. Use the *Correctional Health Care Reference* form included in **Exhibit M**.

6.4.6 Proposed Fees

1. The Vendor (s) shall use the *Cost Information Summary* form as included in **Exhibit AA** to propose a rate per inmate per day for the services it is bidding on.
2. Offerors may propose a fixed capitated rate for a minimum population (e.g. 17,000) and a variable rate for higher populations. For evaluation purposes, a population of 17,300 will be used. Offerors may propose different rates after the third contract year, not to exceed the medical consumer price index for the Mississippi area, although MDOC may or may not agree to increases at the CPI level. This is to be negotiated during the contract award phase.
3. Offerors should prepare a proposed annual budget narrative as well as a budget in chart form which depicts how proposed contract funds would be used.

7.2 Threshold Agreements by Vendor

MDOC requires, without exception, the following Vendor agreements for MDOC to even consider a proposal. Vendors who do not agree to these provisions will be excluded from consideration. Further, any violation of these agreements by the selected Vendor will constitute grounds for immediate termination by MDOC with contractual penalties applied. (**See Exhibit BB**)

1. Although this contract is based on a capitation payment arrangement, the underlying expenses incurred by the Vendor(s) can affect the success of the contract. MDOC requires full disclosure of expenses of the contract(s) each month. Vendor(s) must provide 100% disclosure of all expenses associated with the contract, including cost allocations. Do you agree?
2. Vendor must agree to allow MDOC or its authorized representative, including State of Mississippi auditors or Mississippi Joint Legislative Committee on Performance, Evaluation and Expenditure Review to inspect the books or audit the books of account for any related companies at least annually for which there is a cost allocation or charge to the contract, whether paid by MDOC or not. The Vendor's contract with such related organizations must contain a provision allowing such inspection or audit. Do you agree?
3. MDOC does not expect that any information about operational matters or processes under this contract will be proprietary so as to prohibit disclosure to MDOC officials acting in their authority to oversee this contract. The

Mississippi Attorney General will have final authority to rule whether the Vendor's request to have an item ruled proprietary is justified or not. Do you agree?

4. MDOC has listed certain reports and data that are required to be provided periodically. It is the intent of MDOC to use information submitted by the Vendor to develop financial penalties related to non-performance in key operational areas. The specific factors upon which to base the penalties and the related computations will be negotiated during the final award phase. Failure to provide required data for more than sixty (60) days after an MDOC demand letter will result in grounds for termination of the contract. Do you agree to provide such reports and data and be subject to penalties for non-performance?
- 6.4.8 Proposals must be organized and submitted in the format set forth below in order for MDOC to conduct a uniform and objective review of all proposals. Failure to follow this format may be cause for rejection of a proposal.
- 6.4.9 The following information must be included with all proposals. Failure to provide any of the information requested is grounds for the MDOC to reject a proposal.
 1. Exhibit L – Submission Cover Sheet. The contact person will be responsible for answering any and all questions regarding the proposal.
 2. Table of Contents. The Table of Contents must indicate the material included in the proposal by section and page number.
 3. Transmittal Letter. A letter of transmittal must be submitted with the offeror's proposal. The letter must include:
 - A. A statement of the offeror's understanding of the services required in Section 5 of this RFP, listing each section and indicating "agree" and/or "will comply."
 - B. The names of the persons who are authorized to make representations on behalf of the offeror (include their titles, addresses, and telephone numbers).
 - C. A statement that the individual who signs the transmittal letter is authorized to bind the offeror to contract with the MDOC.
 4. Proposal Narrative
 - A. Organizational Capability of the Offeror. Include a narrative profile of the offeror in accordance with Section 6.4.2:
 - B. Proposed Service Model. Giving as much detail as is practical explain how the services will be performed. The offeror must explain how it would provide these services to the MDOC and describe the general procedures it would use for each task in Section 5 of this RFP in accordance with Section 6.4.3.
 - C. Proposed Staffing Plan. See Section 6.4.4.
 - D. Proposed Fees. See Section 6.4.6
 5. Correctional Healthcare References – Exhibit M. See Section 6.4.5
 6. Correctional Healthcare Services Experience – Exhibit N
 7. Subcontractors – Exhibit O
 8. Required Facility Staffing Pattern by Facility – Exhibit P
 9. Cost Information Summary – Exhibit AA
 10. Threshold Agreement by Vendor – Exhibit BB

11. Proposal Exception Summary – Exhibit CC
12. Certifications – Exhibit – DD
 - A. Prospective Contractor's Representation Regarding Contingent Fees
 - B. List Consultants and Lobbyists engaged by proposed Vendor
 - C. Certification of Independent Price Determination
 - D. Debarment
13. W-9 – Exhibit EE
14. Key Staff Resumes
15. Most Recent Two Years of Audited Financial Statements

The MDOC reserves the right to award the contract found to be in the best interest of the State and not necessarily to lowest price offeror. The MDOC also reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this request for proposal.

Offerors are cautioned that completeness of the proposal and the organization of the proposal is critical to the MDOC's evaluation, review, and award of a contract. The MDOC looks forward to receiving your proposal.

SECTION 7. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS

7.1 Qualifications of Offeror

- 7.1.1 The offeror may be required before the award of any contract to show to the complete satisfaction of the MDOC that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner.
- 7.1.2 The offeror may also be required to give a past history and references in order to satisfy the MDOC in regard to the offeror's qualifications.
- 7.1.3 The MDOC may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the MDOC all information for this purpose that may be requested.
- 7.1.4 The MDOC reserves the right to reject any offer if the evidence submitted by, or investigation of, the offeror fails to satisfy the MDOC that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein.

7.2 Evaluation Step One

- 7.2.1 Step One in the evaluation process will be completed by MDOC staff to determine the following.
 - 1. Did the offeror attend the Pre-Proposal Conference?
 - 2. Did the offeror attend the Tour of Facilities?
 - 3. Did the offeror submit Appendix A to this RFP – the Authorization for Release of Information – completed on each individual attending the Tour of Facilities when the Letter of Intent was submitted?
 - 4. Is the proposal package in the format outlined in Section 6?
 - 5. Was the proposal submitted on time?
 - 6. Does proposal have the Title Page with required information?
 - 7. Does proposal have the Table of Contents with required sections and page numbers?
 - 8. Does proposal have Letter of Transmittal?
 - 9. Does proposal have Organizational Capacity?
 - 10. Does proposal have Proposed Service Model?
 - 11. Does proposal have Proposed Staffing Section?
 - 12. Does proposal have Record of Past Performance Section?
 - 13. Does proposal have Cost Section?
 - 14. Does proposal have the Minimum Required Documents?

7.2.2 The offerors whose proposals are in the order above and have the required content will be considered “responsive.” If the answer to any of the questions above is “NO” the offeror will be considered “non-responsive” and the proposal put aside. MDOC staff will immediately notify the “non-responsive” offeror that their proposal will not be considered and why it will not be considered.

7.2.3 The MDOC reserves the right in its sole discretion to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the MDOC. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

7.2.4 A Log of all proposals will be maintained in MAGIC as proposals are received to include the day and time received. Proposals will not be opened publicly.

7.2.5 Is the offeror debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi?

7.3 Evaluation Step Two

Only those proposals which satisfactorily complete Step 1 of the evaluation process will be evaluated based on the following factors:

Proposals will be evaluated pursuant to Section 3-203.13.2. Please see the PSCRB Regulation. Please see attached all listings of evaluation factors. **See Exhibit Q.**

7.4 Evaluation Step Three

7.4.1 The MDOC Commissioner, or his designee, will contact the offeror with the proposal which best meets MDOC’s needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

7.4.2 The method of procurement to be used is that of competitive negotiation from which the MDOC is seeking the best combination of price, experience, and quality of service. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for contract award. Likewise, the MDOC also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

7.5 Debriefing Request

- 7.5.1 A vendor, successful or unsuccessful, that submitted a proposal for this RFP may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission within three (3) business days of notification of the contract award, to be received by Mr. Rick McCarty, Deputy Commissioner of Administration & Finance, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202 (601) 359-5293 (fax).
- 7.5.2 A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The MDOC shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.
- 7.5.3 Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to MDOC.

SECTION 8. STANDARD TERMS AND CONDITIONS

The following standard terms and conditions will be included in any contract awarded from this RFP.

8.1 Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

8.2 Availability of Funds

It is expressly understood and agreed that the obligation of the State to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State, the State shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8.3 Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the MDOC to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the MDOC, which the MDOC may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MDOC of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement.

Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDOC may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

8.4 Antitrust

By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State of Mississippi that relate to the particular goods or services purchased or acquired by the MDOC under said contract.

8.5 Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and

expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

8.6 Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

8.7 Procurement Regulations

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

8.8 Approval

It is understood that the Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board does not approve this contract.

8.9 Compliance with Laws

Contractor understands that the MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

8.10 Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that MDOC is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §§25-61-1 et seq. (1972, as amended). If a public records request is made for any information provided to MDOC pursuant to the agreement, MDOC shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

8.11 Contractor Personnel

The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

8.12 E-Verification

Offeror represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this agreement may subject Contractor to the following:

- A. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- B. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- C. Both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

8.13 E-Payment

Offeror agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDOC agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the MDOC within forty-five (45) days of receipt of invoice. Miss. Code Ann. §31-7-305 (1972, as amended).

8.14 Representation Regarding Contingent Fees

Offeror represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's proposal.

8.15 Representation Regarding Gratuities

The offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

8.16 Change in Scope of Work

The MDOC may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDOC and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDOC in writing of this belief. If the MDOC believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope of service.

8.17 Stop Work Order

8.17.1 Order to Stop Work. The Procurement Officer of MDOC, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

1. Cancel the stop work order; or,
2. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

8.17.2 Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

1. The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
2. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer

decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

1.17.3 Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

1.17.4 Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

8.18 Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.

8.19 Failure to Enforce

Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.

8.20 Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MDOC immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDOC determines it to be in its best interest to terminate the agreement.

8.21 Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDOC, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State.

Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

8.22 Independent Contractor Status

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MDOC. Nothing contained herein shall be deemed or construed by the MDOC, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the MDOC and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDOC or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MDOC and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC; and the MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The MDOC shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDOC shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

8.23 Insurance

Copies of insurance certificates shall be filed with the MDOC Deputy Commissioner of Administration and Finance within ten (10) days of award notice, and before the effective date of the contract. Vendor shall maintain, at their expense, the established levels of insurance as shown below for Workers' Compensation, Comprehensive General Liability and Property Insurance.

8.23.1 Workers' Compensation and Employees Liability in an amount of not less than One hundred thousand (\$100,000) dollars.

8.23.2 Comprehensive General (Public) Liability to include (but not limited to) the following:

- a. Premises/Operation
- b. Independent Contractors
- c. Personal Injury
- d. Contractual Liability-Bodily Injury \$1,000,000.00 per occurrence
- e. Property damage \$1,000,000.00 per occurrence
- f. Fidelity Bond on contractor's employees at \$50,000

8.23.3 Prior to the effective date of the contract, the successful offeror shall furnish the MDOC with an appropriately executed certificate of insurance. Such certificate shall identify the Contract and contain provisions that coverage afforded under the

policies shall not be canceled, terminated or materially altered. All insurance certificates will provide coverage to the MDOC as an additional insured.

8.23.4 Failure on the part of the successful offeror to procure and maintain the required insurance and provide proof thereof to the MDOC, shall constitute a material breach of the Contract, upon which the MDOC may immediately terminate the Contract.

8.24 Legal Action

The MDOC will be responsible for all legal actions filed which name the MDOC as a defendant, when MDOC personnel are involved or when applicable MDOC rules and regulations are at issue. Responsibility of defense of legal actions against the vendor will be that of the vendor.

8.25 No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

8.26 Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor:

Name, Title, Contractor, Address

For the MDOC:

Marshall Fisher, Commissioner
Mississippi Department of Corrections
633 North State Street
Jackson, MS 39202

8.27 Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDOC and agreed to by Contractor.

8.28 Ownership of Documents and Work Papers

The MDOC shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDOC upon termination or completion of the agreement.

The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDOC and subject to any copyright protections.

8.29 Paymode

Payments by state agencies using the Mississippi Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided as directed by the State. These payments shall be deposited into the bank account of offeror's choice. The State may, at its sole discretion, require offeror to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Offeror understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

8.30 Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the MDOC or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

8.31 Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MDOC, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MDOC. The rights of MDOC are in addition and without prejudice to any other right MDOC may have to claim the amount of any loss or damage suffered by MDOC on account of the acts or omissions of Contractor.

8.32 Right to Inspect Facility

The State, may, at reasonable times, inspect the place of business of a Contractor or any subcontractors which is related to the performance of any contract awarded by the State.

8.33 State Property

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

8.34 Termination for Convenience

8.34.1 Termination. The Procurement Officer of the MDOC may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination

to Contractor specifying the part of the contract terminated and when termination becomes effective.

- 8.34.2 Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the MDOC. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

8.35 Termination for Default

- 8.35.1 Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer of the MDOC may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- 8.35.2 Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- 8.35.3 Compensation. Payment for completed services delivered and accepted by the MDOC shall be at the contract price. The MDOC may withhold from amounts due Contractor such sums as the Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- 8.35.4 Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight

embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements.

Upon request of Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

8.35.5 Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

8.35.6 Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

8.36 Third Party Action Notification

Contractor shall give MDOC prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

8.36 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983", and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. §§ 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss Code Ann. §§ 27-104-151 *et seq.* (1972 as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by offeror as trade secrets, or other proprietary information, including confidential offeror information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

8.37 Unsatisfactory Work

If at any time during the contract term, the service performed or work done by Contractor is considered by MDOC to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by MDOC, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MDOC shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

8.38 Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

SECTION 9. EXHIBITS

Exhibit A
Mileage Map Between MDOC Locations
RFP NO. 16-009

Mileage Map between MDOC Locations

[illegible]

EXHIBIT B
COMPLETE ALL INFORMATION FOR EACH PERSON

AUTHORIZATION FOR RELEASE OF INFORMATION
NCIC (National Crime Information Center) CHECK

I hereby authorize a representative of the MS. Department of Corrections to obtain any information on my criminal history background. I understand that this check must be done before I am allowed to enter/serve at MDOC facility. I also understand that refusal to provide all necessary information may result in 1) denial of entry into a MDOC facility and 2) denial of volunteer/contract status.

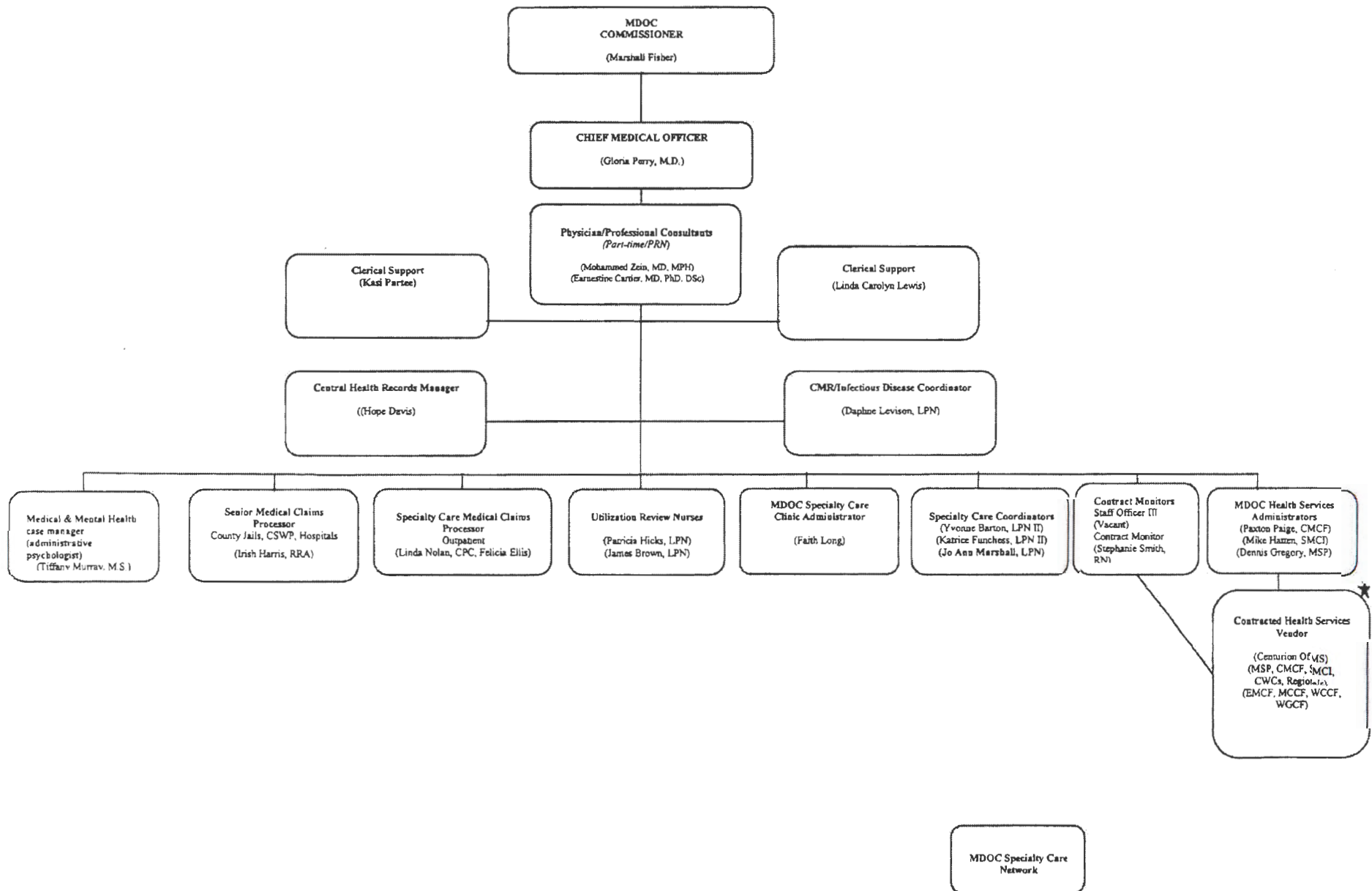
1. Name (Last, First, Middle)	
2. Address (Street address) (City, State, County, Zip Code)	
3. Home Telephone Number (Area Code, Number):	
4. Aliases/Nickname:	
5. Citizenship (List the country you are a citizen of):	
6. Social Security Number:	
7. Drivers License Number & State Issued:	
8. Date of Birth (Month, day, year):	
8a. Sex:	8b. Race:
8c. Height:	8d. Weight
8e. Color of Eyes:	8f. Color of Hair:
9. Place of Birth (City, State, County), (List city, county and country if outside the U.S.A.)	
10. The above listed information is true and correct. Applicant's Signature	10a. Date

PRIVACY ACT NOTICE

Authority for Collecting Information: E.O. 10450; 5 USC 1303; 42 USC 2165 and 2455; 22 USC 2585 and 2519; and 5 USC 3301

Exhibit C
MDOC Office of Medical Compliance Organizational Chart
RFP No. 16-009

MDOC Office of Medical Compliance Organizational Chart



★ Vendor should maintain an organizational chart and present it annually and upon modification.

Exhibit D
Reporting Requirements
RFP NO. 16-009

This Exhibit is intended to provide supplemental information about the required reports identified in the RFP Section 5.

Daily Reports

All daily reports shall be sent to the HAS at each facility by the close of the following business day.

A. Daily Intake Report

List of inmates, and their date of intake into MDOC, seen for initial 30 day health assessment as well as initial 30 day dental exam.

B. Daily Medical Encounter Report

List of all inmates seen for all medical encounters, including sick call, labs, emergent care, chronic care, immunizations, etc. The report shall include name of inmate, type of care provided and recommended follow-up.

C. Staffing Report

Each facility will have a list of staff positions the Vendor has agreed to have to meet the health care needs of inmates. The report will list the hours worked each day for each position by facility.

D. Daily Infirmary Log

E. Hours Worked Report

The report will list the hours worked each day for each position by facility for each pay period.

F. Medical Incident and Medical Grievance Reports

The vendor(s) shall provide to the HAS each day a copy of all Medical Incident Reports and Medical Grievance Reports.

G. Medication Administration Report

The vendor shall provide a report of inmate name, MDOC Number, and Facility Listing the Medication prescribed, date received and date administered by facility.

Monthly Reports

All monthly reports shall be sent to the HSA at each facility by the 15th calendar day of the following month.

A. Psychiatric Evaluation Report

List of inmates referred for psychiatric evaluation and date seen by psychiatrist, total number of inmates assessed by MHP, of the inmates assessed the number given a mental health diagnosis, types of diagnoses given, number of inmates assessed with an Axis I mental health diagnoses and the type of diagnosis.

B. Pharmacy Utilization Report

List results of pharmacy inspections, medication utilization patterns, requests for non-formulary medications, Keep on Person (KOP) medication utilization, medications refilled after the expiration date of the previous medication; number of prescriptions filled within 24 hours of being ordered.

C. Psychiatric Caseload Report

List of inmates on psychotropic medications, date of last face-to-face evaluation with psychiatrist, last visit with a MHP, number of inmates with each type of mental health diagnoses, number of inmates with an Axis I mental health diagnoses and the type of diagnosis.

D. Communicable Disease Report

Number of inmates diagnosed with active TB, number of inmates who completed LTBI, number of inmates diagnosed with MRSA, number of inmates who received treatment for MRSA, number of inmates with newly converted TB skin tests, number of inmates diagnosed with HCV, number of inmates treated for HCV, number of inmates recommended for treatment of HCV by a provider, number of HIV positive inmates, number of HIV positive inmates receiving treatment, number of inmates diagnosed with AIDS, number of inmates receiving treatment for AIDS.

E. Prosthetics Report

Orders placed in the current month and orders placed in previous months that are not filled or were filled in the current month for prosthetic devices including dentures, prosthetics, glasses and medical equipment.

F. Revenue/Expense Report

Summary of revenue and expenses, including a payroll register, for each facility. The payroll register will be compared to the daily staffing report.

G. Healthcare Encounters Report

List of all healthcare encounters by facility and encounter type (includes state, County Regionals, CWC's and private facilities).

H. Two-Year Dental Report

Name, MDOC #, facility, previous dental prophylaxis date, Exam date, next dental prophylaxis due date.

Quarterly Reports

Quarterly reports shall be sent to the MDOC Chief Medical Officer by the 25th day of the month following the end of the quarter (i.e. reports due April 25, July 25, September 25, January 25).

1. Chronic Care Clinic Report

List of all inmates in all chronic care clinics for the date of their last visit specified.

2. Professional Peer Review Report

A list of all primary care providers (physicians, psychiatrists, dentists, nurse practitioners, physician assistants, PhD level psychologists), their start date with the vendor, date of most recent peer review, documentation of results of peer reviews that have occurred in the time period the quarterly report covers.

3. Quarterly Performance Report

Data and analysis for each health outcome measure identified by MDOC and the Vendor. The report will also include the status of any Corrective Action Plans that are currently open.

4. Staff Training Report

List the trainings conducted for MDOC and Vendor staff for the electronic health records system. The report should include training dates, number of people trained and training topic.

Annual Report

The Annual Report shall be sent to the MDOC Chief Medical officer by the 90th day following the end of the contract year.

Vendor's Annual Report to MDOC

The report shall include a synopsis of all reports and the status of the health care delivery system within MDOC. The report should include recommendations for improvement and areas of concern.

As Needed

Morbidity and Mortality Report

All inmate deaths are to be reported within 72 hours to the MDOC CMO. The report shall include PMHx, SurgHx, active medications, allergies, hospitalizations, and incidents leading up to the death.

Mississippi Department of Corrections, RFP 16-009

Exhibit E
Sick Call Request Form
RFP NO. 16-009

Mississippi Department of Corrections
Sick Call Request Form

Section 1. To be completed by the Inmate

Type of Request (mark with "X")

Date Stamp - Received by Medical

_____ Medical _____ Dental _____ Psych _____ Medication Refill

Inmate Name _____ MDOC Number _____

Date _____ Location (Facility, Bldg, Zone) _____
Service Requested (To better serve you, please be as specific as possible) _____

I understand a Co-Pay will be applied, as noted in the Inmate Handbook and MDOC policy. My refusing to be seen for a scheduled visit will result in an RVR. Inmate Signature _____ MDOC Number _____

Section 2. Medical Services

_____ Weight _____ Temp. _____ B/P _____ Pulse _____ Resp. _____ O₂ Sat. _____

Subjective _____

Objective (If more space is needed, please use progress note)

Assessment _____

Plan _____

Referral to: Mid Level ☐ Physician ☐ Dental ☐ Mental Health ☐ NA ☐

Signature of Medical Personnel _____

Title of Medical Personnel _____

Date _____

Section 3. Co-Pay (Mark appropriate box with X)

- ☐ Sick Call Charge (Inmate Initiated non-emergency visit for Medical, Dental, or Mental Health \$8.00)
- ☐ No show for Sick Call Visit (\$8.00)
- ☐ No show for Chronic Care Clinic (\$8.00)
- ☐ No show for On-Site Specialists Visit (\$10.00)
- ☐ No show for Off-Site Visit (\$10.00)
- ☐ No Charge - Reason for no charge _____

Inmate or Witness Signature _____

Inmate MDOC # _____

Medical Personnel Printed Name & Initials _____

Date of Service _____

UPON COMPLETION of SECTIONS 1, 2, & 3; DISTRIBUTE AS FOLLOWS:

White - Medical Records; Yellow - Office of Medical Compliance; Green - Inmate

Rev. 01/01/07

Mississippi Department of Corrections, RFP 16-009

Exhibit F
MDOC Administrative Remedy Program
RFP NO. 16-009

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
GREENVILLE DIVISION

NAZARETH GATES, ET AL.,

PLAINTIFFS

VS.

4:71CV6-JAD

HALEY BARBOUR, ET AL.,

DEFENDANTS

**AGREED ORDER TO AMEND
ADMINISTRATIVE REMEDY PROGRAM**

This matter is before the Court on Defendant's Motion to Amend Administrative Remedy Program. The Administrative remedy Program (ARP) pursuant to 42 U.S.C. §1997(e), the Civil Rights of Institutional Persons Act, (CRIPA), and part 40 of Title 28, Code of Federal Regulations was found to be in substantial compliance by this Court and was certified on February 15, 1994. Such program has remained in substantial compliance until the present time.

Some time after the Court certification of the program, the Mississippi Department of Corrections realized, as had other states, that the third Step was not needed and may have impeded or slowed inmate access to court. The parties have agreed that the ARP should be amended to a two step appeal process as set forth in Exhibit "A" attached hereto.

IT IS HEREBY ORDERED, that the motion of the Defendants is well taken and should be granted by this Agreed Order.

IT IS FURTHER ORDERED that effective thirty (30) days from the date of this Agreed Order, the ARP process shall be amended to a two step appeal process and the

Mississippi Department of Corrections Administrative Remedy Program Procedures as set forth in Exhibit "A" attached hereto shall be implemented.

IT IS FURTHER ORDERED that upon receipt of this Order, the Mississippi Department of Corrections shall post in each housing unit a copy of the Mississippi Department of Corrections Administrative Remedy Program Procedures as set forth in Exhibit "A", said procedures to go into effect thirty (30) days from the date of this order.

SO ORDERED this the 19th day of August, 2010.

/s/ JERRY A. DAVIS
UNITED STATES MAGISTRATE JUDGE

ACCEDED:

/s/ Ronald Reid Welch
Ronald Reid Welch
Plaintiffs' Class Attorney
MSB# 7091

/s/ James M. Norris
James M. Norris
SPECIAL ASSISTANT ATTORNEY GENERAL
MSB# 3882

ADMINISTRATIVE REMEDY PROCEDURE

On April 18, 1994, the Mississippi Department of Corrections installed in all of its institutions and facilities a formal administrative remedy mechanism for use by all inmates committed to the custody of the Department. The process bears the name Administrative Remedy Program (ARP). Inmates are required to use the procedure before they can proceed with a suit in Federal and State Courts.

Inmates are encouraged to continue to seek solutions to their concerns through informal means, but in order to ensure their right to use the formal procedure, they shall make their request to the Legal Claims Adjudicator in writing within a 30 day period after an incident has occurred. If, after filing in the formal procedure an inmate receives a satisfactory response through informal means, the inmate may request (in writing) that the Legal Claims Adjudicator cancel his formal request for an administrative remedy.

All inmates may request information about or assistance in using the procedure from their case manager or appropriate staff who services their living area.

Original letters or requests to the Legal Claims Adjudicator should be as brief as possible. Inmates should present as many facts as possible to answer all questions (who, what, when, where, and how) concerning the incident. If a request is unclear or the volume of attached material is too great, it may be rejected and returned to the inmate with a request for clarity or summarization on one additional page. The deadline for this request begins on the date the resubmission is received in the Legal Claims Adjudicator office.

Once an inmate's request is accepted into the procedure, he must use the manila envelope that is furnished to him with this First Step to continue in the procedure. The flaps on the envelope may be tucked into the envelope for mailing to the facility's Legal Claims Adjudicator.

PURPOSE

The MDOC has established the Administrative Remedy Program through which an inmate may seek formal review of a complaint which relates to any aspect of his incarceration if less formal methods have not resolved the matter. Through this procedure, inmates shall receive reasonable responses and where appropriate, meaningful remedies.

APPLICABILITY

Inmates may request administrative remedies to situations arising from policies, conditions, or events within the institution that affect them personally.

The following matters shall not be appealable through this Administrative Remedy Procedure:

1. Court decisions and pending criminal matters over which the Department has no control or jurisdiction;
2. Pardon Board and Parole Board decisions



DEFINITIONS

As used in this procedure, the following definitions shall apply:

Administrative Remedy Program Administrator: Supervisor of the Mississippi Department of Corrections; Administrative Remedy Program in Restitution Centers, CWC's, Central Mississippi Correctional facility, South Mississippi Correctional Institution, Mississippi State Penitentiary and any other facility housing inmates committed to the custody of the Mississippi Department of Corrections. Coordinates the program at all administrative levels.

Legal Claims Adjudicator: A staff member whose responsibility is to coordinate and facilitate the Administrative Remedy Procedure process.

GRIEVANCE: A written complaint by an inmate, on the inmate's own behalf regarding a policy applicable within an institution, a condition within an institution, an action involving an inmate of an institution, or an incident occurring within an institution.

EMERGENCY GRIEVANCE: A matter in which disposition within the regular time limits would subject the inmate to a substantial risk of personal injury, or cause other serious and irreparable harm to the inmate.

DAYS: Calendar days.

POLICY

All inmates, regardless of their classification, impairment, or disability, shall be entitled to invoke this grievance procedure. It shall be the responsibility of the case manager to provide appropriate assistance for inmates with literacy deficiencies or language barriers. No action shall be taken against an inmate for the good faith use of or good faith participation in the procedure. Reprisals of any nature are prohibited. Inmates are entitled to pursue, through the grievance procedure, a complaint that a reprisal occurred.

All aspects of the ARP process will be monitored by the ARP administrator to insure that all time-limits are followed and that appropriate relief and responses are prepared at each level.

REVIEWERS: If an inmate registers a complaint against a staff member, that employee shall not play a part in making a decision on the request. However, this shall not prevent the employee from participating at the Step One, since the employee complained about may be the best source from which to begin collecting information on an alleged incident. If the inmate is not satisfied with the decision rendered at the First Step, he should pursue his grievance to the Legal Claims Adjudicator via the Second Step.

COMMUNICATIONS: Inmates must be made aware of the system by oral explanation at orientation and should have the opportunity to ask questions and receive oral answers. The procedures shall be posted in writing in areas readily accessible to all inmates.

WRITTEN RESPONSES: At each stage of decision and review, inmates will be provided written answers that explain the information gathered or the reason for the decision reached along with simple directions for obtaining further review.

PROCEDURE

SCREENING: The Legal Claims Adjudicator will screen all requests prior to assignment to the First Step. The screening process should not unreasonably restrain the inmate's opportunity to seek a remedy. If a request is rejected, it must be for one of the following reasons, which shall be noted on Form APC-1.

This matter is not appealable through this process, such as:

1. Court decisions;
2. Parole Board/Pardon Board decisions;
3. It is a duplicate request.
4. In cases where a number of inmates have filed similar or identical requests seeking administrative remedy, it is appropriate to respond only to the inmate who filed the initial request. Copies of the decision sent to other inmates who filed requests simultaneously regarding the same issue will constitute a completed action. All such requests will be logged.
5. The complaint concerns an action not yet taken or a decision which has not yet been made.
6. The inmate has requested a remedy for another inmate.
7. The inmate has requested a remedy for more than one incident (a multiple complaint.)
8. Established rules and procedures were not followed.
9. If an inmate refuses to cooperate with the inquiry into his allegation, the request may be denied due to lack of cooperation.
10. There has been a time lapse of more than 30 days between the event and the initial request, unless waived by the Legal Claims Adjudicator.

Notice of the initial acceptance or rejection of the request will be furnished to the inmate.

INITIATION OF PROCESS: Inmates should always try to resolve their problems within the institution informally, before initiating the formal process. This informal resolution may be accomplished through discussions with staff members, etc. If the inmate is unable to resolve his problems or obtain relief in this fashion, he may initiate the formal process.

Nothing in this procedure should serve to prevent or discourage an inmate from communicating with anyone in MDOC. The requirements set forth in this document for acceptance into the Administrative Remedy Procedure are solely to assure that incidents

which may give rise to a cause of action will be handled through this two step system of review.

If an inmate refuses to cooperate with the inquiry into his allegation, the request may be denied by noting the lack of cooperation on the appropriate Step Response and returning it to the inmate.

MULTIPLE REQUESTS: If an inmate submits multiple requests during the review of a previous request, they will be logged and set aside for handling at such time as the request currently in the system has been exhausted at the Second Step or until time limits to proceed from the First Step to the Second Step have lapsed. A maximum of ten (10) requests will be logged. Requests above that number will be returned to the inmate and not filed.

REPRISALS: No action shall be taken against anyone for the good faith use of or good faith participation in the procedure. The prohibition against reprisals should not be construed to prohibit discipline of inmates who do not use the system in good faith. Those who file requests that are frivolous or deliberately malicious may be disciplined under the appropriate rule violation.

The administrator will determine and communicate to those offender grievants misusing the ARP of their non-compliance with the rules and the consequences of frivolous or malicious filings.

PROCESS

FIRST STEP (Time Limit 40 days): The inmate commences the process by writing a letter to the Legal Claims Adjudicator, in which he/she briefly sets out the basis for his/her claim, and the relief sought (refer to section on "PROCEDURE -- Initiation of Process" for the requirements of the letter.) The inmate should make a copy of his letter of complaint and retain it for his own records. The original letter will become a part of the process, and will not be returned to the inmate. The institution is not responsible for furnishing the inmate with copies of his letter of complaint. This letter shall be written to the Legal Claims Adjudicator within 30 days of an alleged event. (This requirement may be waived when circumstances warrant. The Legal Claims Adjudicator, or his designee, will use reasonable judgment in such matters.) The requests shall be screened by the Legal Claims Adjudicator and a notice will be sent to the inmate advising that his request is being processed or is being rejected. The First Step Respondent shall respond to the inmate within 40 days from the date the request is received at the First Step.

For inmates wishing to continue to the Second Step, sufficient space will be allowed on the response to give a reason for requesting review at the next level. There is no need to rewrite the original letter of request as it will be available to all reviewers at each Step of the process.

SECOND STEP (Time limit 45 days): An inmate who is dissatisfied with the First Step response may appeal to the Legal Claims Adjudicator by so indicating that he is not satisfied in the appropriate space on the response form and forwarding it to the Legal Claims Adjudicator within 5 days of receipt of the decision. A final decision will be made by

the Superintendent, Warden or Community Corrections Director, and the inmate will be notified within 45 days of receipt.

If an inmate is not satisfied with the Second Step response, he may file suit in State or Federal Court. The inmate must furnish the administrative remedy procedure number on the court forms.

DEADLINES AND TIME LIMITS: No more than 90 days from the initiation to completion of the process shall elapse, unless extension(s) have been granted. Absent such an extension, expiration of response time limits shall entitle the inmate to move on to the next Step in the process. Time limits begin on the date the request is assigned to a staff member for the First Step response.

An inmate may request an extension in writing of up to five days in which to file at any stage of the process. This request shall be made to the Legal Claims Adjudicator. The inmate must certify valid reasons for the delay, which reasons must accompany his untimely request. The issue of sufficiency of valid reasons for delay shall be addressed at each Step, along with the substantive issue of the complaint.

The First Step Respondent may request permission for an extension of not more than five days from the Legal Claims Adjudicator at Step One review/response. The inmate must be notified in writing of such an extension.

In no case may the cumulative extensions exceed 25 days.

The administrator will devote particular personal attention to all grievances of a sensitive or emergency matter to insure that these matters are handled expeditiously and appropriately.

PROBLEMS OF AN EMERGENCY NATURE: If an inmate feels he is subjected to emergency conditions, he must send an emergency request to the Legal Claims Adjudicator. The Legal Claims Adjudicator shall immediately review the request and forward the request to the level at which corrective action can be taken.

Abuse of the emergency review process by an inmate shall be treated as a frivolous or malicious request and the inmate shall be disciplined accordingly. Particularly, but not exclusively, matters relating to administrative transfers, time computation disputes and family illness or death are **NOT** to be treated as emergencies for purposes of this procedure, but shall be expeditiously handled by the Legal Claims Adjudicator, when appropriate.

SENSITIVE ISSUES: If the inmate believes the complaint is sensitive and would be adversely affected if the complaint became known at the institution, he may file the complaint directly with the Deputy Commissioner. The inmate must explain, in writing his reason for not filing the complaint at the institution.

If the Deputy Commissioner agrees that the complaint is sensitive, he shall accept and respond to the complaint. If he does not agree that the complaint is sensitive, he shall so advise the inmate in writing, and return the complaint to the Legal Claims Adjudicator office. The inmate shall then have five days from the date the rejection memo is received to submit his request through regular channels (beginning with the First Step if his complaint is acceptable for processing in the Administrative Remedy Program).

Medical: Medical complaints will be handled at the first step by a licensed primary care physician and at the second step by the site medical director who is a licensed and supervisory doctor.

Sentence Computation: Sentence computation and records issues involving the calculation of the length of time an offender must serve will be handled at the first step by a knowledgeable records office employee and at the second step through a personal meeting with a records office supervisor.

RECORDS: Administrative Remedy Procedure records are confidential. Employees who are participating in the disposition of a request may have access to records essential to the resolution of requests.

All reports, investigations, etc., other than the inmate's original letter and responses, are prepared in anticipation of litigation, and are prepared to become part of the attorney's work product for the attorney handling the anticipated eventual litigation of this matter and are therefore confidential and not subject to discovery.

Records will be maintained as follows:

A log will be maintained which will document the nature of each request, all relevant dates, and disposition at each step.

Individual requests and disposition, and all responses and pertinent documents shall be kept on file at the Institution.

Records shall be kept at least five years following final disposition of the request.

TRANSFERRED INMATES: When an inmate has filed a request at one institution and is transferred prior to the review, or if he files a request after transfer on an action taken by the sending institution, the sending institution will complete the processing through the First Step. The Warden of the receiving institution will assist in communication with the inmate.

DISCHARGED INMATES: If an inmate is discharged before the review of an issue that affects the inmate after discharge is completed, or if he files a request after discharge on such an issue, the institution will complete the processing and will notify the inmate at his last known address. All other requests shall be considered moot when the inmate discharges, and MDCC shall not complete the process.

REPORTS REQUIRED: The Legal Claims Administrator shall annually solicit comments and suggestions on the processing, the efficiency and the credibility of the Administrative Remedy Procedure.

Exhibit G
Electronic Utilization Review System
RFP NO. 16-009

McKESSON

Empowering Healthcare

1. Log into Clear Coverage.

2. On the Main Screen after logging on, select the **My Authorization** tab at the top of the screen.

3. In the Patient Search Accordion, search for a patient by entering information, then select the **SEARCH** button.

Search Criteria

First Name, Last Name, DOB, Gender, Race, Ethnicity, Address, City, State, Zip, Search

4. In the Search Results window, press the **SELECT** button next to the patient you are searching for

Search Results

First Name, Last Name, DOB, Gender, Race, Ethnicity, Address, City, State, Zip, Select

5. Verify patient's information and select the **ADD TO REQUEST** button

Patient Information

First Name, Last Name, DOB, Gender, Race, Ethnicity, Address, City, State, Zip, Add to Request

6. In the Requesting Information Accordion, Select a **Requesting Clinician** by choosing from your preferred clinician list, or choosing from the **Select Other Clinician** link. Verify the **Date of Service**, and then select the **ADD TO REQUEST** button.

Requesting Information

Requesting Clinician, Date of Service, Add to Request

7. In the Diagnosis Accordion, search for a specific billable **Diagnosis**, then select the **ADD** button, then press **NEXT**. A Diagnosis description or ICD9/10 can be entered.

Diagnosis

ICD-9 Lookup, Search, Add



You can find more detailed information and reference guides in the Help section by clicking the **Help** button in the top right hand corner of the screen.

Clear Coverage™

8. In the Service Accordion, search for the **Service/Test**, then select the **ADD** button, then press **NEXT**. A service/test description or CPT/HCPCS code can be entered.

Service

Service Name, Search, Add

9. In the Service Information accordion complete the required information, then press **NEXT**.

Service Information

Service Name, Date of Service, Add to Request

- A. **Servicing Facility** – Choose the appropriate servicing facility
- B. **Medical Review** – If required, complete the Medical Review
- C. **Priority** – This field defaults to Normal, but can be changed
- D. **Primary Diagnosis** – If you selected multiple diagnosis codes, you should select the primary diagnosis from this drop down
- E. **NDC** – If required, this button will appear for you to select
- F. **Modifiers** – If required, this button will appear for you to select
- G. **CPT** – You may be required to select a primary CPT code
- H. **Details** – If additional information is required, a **Details** symbol will appear indicating that certain details are required such as:

- I. Referring provider, Place of Service, Units/Frequency/Duration

10. In the Additional Notes accordion, add any notes or supporting documentation
11. Verify the **Authorization Request** details are correct in the right panel
12. Select the **ADD** button in the lower right panel (*hover over this button if not active*)
13. A request confirmation will be created for each service/test

Authorization Request

Request ID, Patient, Date of Service, Add to Request

14. Print a Report containing information on the request by selecting the **View Request PDF** link, then select **Print** to create another auth for the same patient or **Back** to go back to the main screen to create an authorization for a new patient.

Exhibit H
Inmate Demographic Profile and Facility Information

The Health Care Services Vendor(s) will have primary responsibility for inmates located in the MDOC facilities listed below:

1. Central Mississippi Correctional Facility (CMCF) located in Pearl, Rankin County, Mississippi;
2. Mississippi State Penitentiary (MSP) located in Parchman, Sunflower County, Mississippi;
3. South Mississippi Correctional Institution (SMCI) located in Leakesville, Greene County, Mississippi;
4. Fifteen (15) County Regional Facilities: Locations to follow;
5. Sixteen (16) Community Work Centers (CWC): Locations to follow;
6. Four (4) Privately Operated Facilities: East Mississippi Correctional Facility, Meridian, MS; Marshall County Correctional Facility, Holly Springs, MS; Walnut Grove Correctional Facility, Walnut Grove, MS; and Wilkinson County Correctional Facility, Woodville, MS
7. Trustee inmate workers housed at three (3) male Restitution Centers.

Medical Class	Definition
1	Good to excellent, physically capable of handling all work/program assignments (Any Work)
2	Average to good, physically capable of most assignments (Light Outdoor Work)
3	Fair to average, capable of sustaining effort for moderate periods (Indoor Work)
4	Poor to fair, limited physical capacity or stamina (Light Indoor)
5	Poor, severely limited physical capacity (Unable to Work)
Unclassified	Medical classification not on computer; classification process incomplete

Level of Care	Definition/Requirements
A	No mental health concerns. May be housed in any facility.
B	Mental health intervention. May be housed in any facility. Must be re-evaluated in six months.
C	Ongoing mental health treatment with the availability of psychiatric services. May be housed at MSP, CMCF, SMCI, Wilkinson CCF, Marshall CCF, or East Mississippi Correctional Facility.
D	Chronic mental health treatment. May be housed in a special needs housing unit at EMCF, MSP, or CMCF.

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Level of Care	Definition/Requirements
E	Inpatient mental health treatment. Should be treated at EMCF, MSP, and CMCF.
Unclassified	Level of Care classification not updated on computer or classification process incomplete.

Mississippi Department of Corrections
Custody Population Medical Classification and Level of Care
By Age Group
Report Date: December 04, 2015

		Level of Care						Totals
Under Age 60	Med Class	Unclass	A	B	C	D	E	
		45	5		2			52
	1	64	10663	171	1753	30	117	12798
	2	6	1632	46	522	4	39	2249
	3		704	12	345	11	29	1101
	4	1	170	1	82	1	22	277
	5		10		6			16
Subtotal		116	13184	230	2710	46	207	16493
Age 60 and Older	Med Class	Unclass	A	B	C	D	E	Totals
								0
	1		227	5	17	1		250
	2		202	6	38	1	2	249
	3		199		52	5	5	261
	4		66	3	25		2	96
	5		11		3			14
Subtotal		0	705	14	135	7	9	870
Grand Total		116	13889	244	2845	53	216	17363

Additional information regarding inmate demographics, age, crimes, admission rate, etc. are published on the MDOC official website as a part of the Annual Report and is listed in the Monthly Fact Sheets. Visit www.mdoc.state.ms.us.

**Mississippi State Penitentiary
Parchman, Sunflower County**

The Mississippi State Penitentiary (MSP) houses male inmates in all custody levels. This facility has units designated to house inmates on death row, units for inmates who are severely disabled, a unit for geriatric patients, a unit for inmates on psychotherapeutic drugs, a licensed hospital, and a unit for a therapeutic alcohol and drug program.

Inmates with HIV and AIDS may be housed with the general population or in Community Work Centers upon recommendation by the MDOC Classification Department and approval by the MDOC Chief Medical Officer. Capable inmates are allowed access to programs such as GED and appropriate vocational education programs.

The Hospital has two floors with the bottom floor allocated to sick call, dental, pharmacy, lab, optometry, Emergency Room and administrative areas. The second floor consists of hospital beds with single rooms and two and four bed wards with a capacity of 44 beds. It can house both male and female inmates in all custody levels.

**Mississippi Department of Corrections
Custody Population Medical Classification and Level of Care
By Facility and Age Group
Report Date: December 04, 2015**

MSP		Level of Care						
Under Age 60	Med Class	Unclass	A	B	C	D	E	Totals
			1					1
	1	2	2016	22	186		1	2227
	2	1	381	5	54			441
	3		194	2	50			246
	4	1	90		33			124
	5		3					3
<i>Subtotal</i>		4	2685	29	323	0	1	3042
Age 60 and Older	Med Class	Unclass	A	B	C	D	E	Totals
	1		73					73
	2		57	2	5			64
	3		54		3	1		58
	4		36	2	13			51
	5		3					3
<i>Subtotal</i>		0	223	4	21	1	0	249
Grand Total		4	2908	33	344	1	1	3291

**Central Mississippi Correctional Facility
Pearl, Rankin County**

This facility is a complex comprised of the Reception and Classification Center which serves the entire state, the state's women's prison and a facility for disabled male inmates. It opened in 1986. It houses all female inmates, with the exception of inmates housed at the Flowood CWC, Rankin County, Kemper Regional Facility, and Washington Regional Facility. All inmates requiring dialysis are housed at CMCF. Currently, a Subcontractor of the present Vendor provides renal care to all MDOC inmates requiring dialysis.

**Mississippi Department of Corrections
Custody Population Medical Classification and Level of Care
By Facility and Age Group
Report Date: December 04, 2015**

CMCF		Level of Care						
Under Age 60	Med Class	Unclass	A	B	C	D	E	Totals
		45	1		1			47
	1	57	1134	11	460	1	7	1670
	2	4	165	4	155		1	329
	3		220	3	107		2	332
	4		56	1	25		2	84
	5		6		4			10
<i>Subtotal</i>		106	1582	19	752	1	12	2472
Age 60 and Older	Med Class	Unclass	A	B	C	D	E	Totals
								0
	1		15					15
	2		18		11			29
	3		62		21			83
	4		24	1	8		1	34
	5		7		3			10
<i>Subtotal</i>		0	126	1	43	0	1	171
Grand Total		106	1708	20	795	1	13	2643

**MDOC Youthful Offender Unit
CMCF, Pearl, Rankin County**

The first students arrived at the YOU two years ago on December 12, 2012. It began with 26 young men and 4 teachers. The YOU school moved in the school building in June 2013. Since inception, there have been over 100 students, 16 have obtained their GED's, 4 have gotten their Barbering licenses and 3 have obtained their Custodial Care Certification. The YOU houses youthful offenders aged seventeen or less (and some vulnerable 18 and 19 year old offenders) who have been sentenced as adults. The YOU operates a school and vocational program. Two full time MSW social workers and one full time bachelor level alcohol and drug counselor run group therapy three times per week. These are state employees. The contracted healthcare vendor provides one full time Phd adolescent psychologist, one full time registered nurse (RN), one full time master level mental health therapist, and a psychiatrist a minimum of ten hours per week.

**Mississippi Department of Corrections
Custody Population Medical Classification and Level of Care
By Facility and Age Group
Report Date: December 04, 2015**

Youthful Offender Facility		Level of Care						Totals
Under Age 60	Med Class	Unclass	A	B	C	D	E	
	1		9	5	12			0
	2			2				26
	3							2
	4							0
	5							0
Grand Total		0	9	7	12	0	0	0

**South Mississippi Correctional Institution
Leakesville, Greene County**

South Mississippi Correctional Institution (SMCI) is a complex of three facilities housing medium security male inmates. There is a complete sick call unit in the original structure that once served the facility for routine acute care services. The new facility built in 1998 is used as the full service medical area.

Following is the medical class for all inmates at SMCI:

**Mississippi Department of Corrections
Custody Population Medical Classification and Level of Care
By Facility and Age Group
Report Date: December 04, 2015**

SMCI		Level of Care						
Under Age 60	Med Class	Unclass	A	B	C	D	E	Totals
								0
	1		1401	3	266	1	6	1677
	2		382	3	79		1	465
	3		251	2	87		2	342
	4		21		8			29
	5		1		1			2
<i>Subtotal</i>		0	2056	8	441	1	9	2515
Age 60 and Older	Med Class	Unclass	A	B	C	D	E	Totals
	1		33		6			39
	2		59		5			64
	3		83		14			97
	4		5		1			6
	5		1					1
<i>Subtotal</i>		0	181	0	26	0	0	207
Grand Total		0	2237	8	467	1	9	2722

MDOC Inmates Housed in Privately Operated Correctional Facilities

East Mississippi Correctional Facility

Opened -April, 1999

Authorized under East Mississippi Correctional Facility Authority and Managed by Management Training Corp (MTC). Located on 100 acres, 7 acres under fence

Authorized capacity 1362 minimum, medium and close custody male beds, expandable to 1500 beds

Accreditation – American Correctional Association, January 2007

Re-Accreditation – August 2009

Programs offered:

General Education Development
Alcohol & Drug
Pre - release/Life skills
Father Initiative Class
AA/NA Groups
Behavior Enhancement Program
Psychoactive Services

Adult Basic Education
Life Skills
Smoking Cessation
Bible Study Groups
Computer Training
Art Classes
Special Education

Therapeutic Community
Specialized Group Therapy
Specialized Individual Counselin
Psychiatric review every 90 Days

East Mississippi Correctional Facility								
Under Age 60	Med Class	Level of Care						Totals
		Unclass	A	B	C	D	E	
					1			1
	1		7	5	534	28	102	676
	2		1	4	181	4	37	227
	3			1	87	11	24	123
	4				14	1	20	35
	5				1			1
Subtotal			8	10	818	44	183	1063
Age 60 and Older	Med Class	Level of Care						Totals
		Unclass	A	B	C	D	E	
	1				9	1		10
	2		1		14	1	2	18
	3				13	4	5	22
	4				3		1	4
Subtotal			1	0	39	6	8	54
Grand Total			9	10	857	50	191	1117

Marshall County Correctional Facility

Opened June, 1996

Managed and Operated by Management Training Corporation (MTC) August 13, 2012

Located on 42 acres - 17 acres under fence

Authorized capacity is 1,000 medium custody male beds

MCCF houses adult male offenders classified to all custody levels including A and B Custody (minimum and medium security), Close Custody as well as Long Term Segregation Offenders.

- Accreditation - American Correctional Association, January 1998
- American Correctional Association, June, 2000
- American Correctional Association, September, 2003
- American Correctional Association, January, 2007
- American Correctional Association, January, 2010
- American Correctional Association, April 2, 2014

Programs offered:

Academic Education (through GED)

Vocational Education

Culinary Arts

Horticulture

Computers

A & D Drug Programs 6 mo.(Long Term) 9 wks(Short Term)

Adjustment Skills /Orientation

Life Skills / Pre-Release

Bible Education Program

8 Educational Club Programs

Marshall County Correctional Facility (MCCF)								
Under Age 60	Med Class	Level of Care						Totals
		Unclass	A	B	C	D	E	
								0
	1		651	25	93			769
	2		130	8	26			164
	3		12	1	2			15
	4				0			0
	5							0
<i>Subtotal</i>		0	793	34	121	0	0	948
Age 60 and Older	Med Class	Unclass	A	B	C	D	E	Totals
	1		23	2	1			26
	2		16	3	2			21
	3		0					0
	4							0
	5							0
<i>Subtotal</i>		0	39	5	3	0	0	47
Grand Total		0	832	39	124	0	0	995

Walnut Grove Correctional Facility

Opened – March, 2001

Owned by: Walnut Grove Development Authority; Operated by MTC

Authorized capacity is 1,500; Custody Levels: All

American Correctional Association Accreditation January 2014

Mississippi Department of Education Accreditation: Reaccreditation December 15, 2012

Programs offered:

Adult Basic Education (ABE)	Religious Programs	Carpentry
General Education Diploma (GED)	Pre-Release Program	Culinary Arts
High School Diploma		Horticulture
		Masonry

A&D Drug Program - 6 months (Long Term) & 3 Months (Short term)

Anger Management Counseling

Court ordered Regimented Inmate Discipline Program (RID) - 6 months

Non-Court ordered Regimented Inmate Discipline Program (RID) - 3 months

Walnut Grove Correctional Facility (WGCF)								
Under Age 60	Med Class	Unclass	Level of Care					Totals
			A	B	C	D	E	
								0
	1	2	722	8	10			742
	2		121	1	5			127
	3		4					4
	4							0
	5							0
<i>Subtotal</i>		2	847	9	15	0	0	873
Age 60 and Older	Med Class	Unclass	A	B	C	D	E	Totals
	1		17					17
	2		9					9
	3							0
	4							0
	5							0
<i>Subtotal</i>		0	26	0	0	0	0	26
Grand Total		2	873	9	15	0	0	899

Wilkinson County Correctional Center

Opened January, 1998

Authorized by Wilkinson County Industrial Development Authority Board and Managed by Management Training Corp (MTC)

Located on 97.5 acres and enclosed on 17.5 acres

Authorized capacity is 900.

WCCF currently houses Minimum, Medium and Close Offenders as well as Long-term Segregation and Protective Custody.

Accreditation - American Correctional Association, August 2011

ACA - Re-Accreditation 2014

Programs offered:

Adult Basic Education	Recreation
General Education Development	Religious Activities
Life Skills	Painting/Maintenance
Library Services	Alcohol & Drug
In-cell Programming	Visitation

Wilkinson County Correctional Facility (WCCF)								
Under Age 60	Med Class	Unclass	Level of Care					Totals
			A	B	C	D	E	
								0
	1		543	29	190		1	763
	2		47	6	21			74
	3		23	3	12		1	39
	4		3		2			5
								0
Subtotal		0	616	38	225	0	2	881
Age 60 and Older	Med Class	Unclass	Level of Care					Totals
			A	B	C	D	E	
	1		4		1			5
	2		1	1	1			3
	3				1			1
	4							0
	5							0
Subtotal		0	5	1	3	0	0	9
Grand Total		0	621	39	228	0	2	890

MDOC Inmates Housed in Community Correctional Facilities

The MDOC Community Corrections Division operates 16 community work centers (CWCs) throughout Mississippi. Healthy, minimum security inmates who are capable of work and meet specific classification standards are assigned to the CWCs. The 15 CWCs for males each has a capacity of approximately 100 inmates and each operates close to capacity.

All CWCs have a first aid kit on site to be stocked by the Vendor. Inmates are transported to one of the three major penitentiaries for healthcare services. It is expected that a nurse employed by the Vendor visits every 1-2 weeks.

One facility serving females has a total of 228 beds designated for the CWC and female RID inmates. This facility is located at 1632 Highway 80 East in Flowood, Mississippi (a suburb of Jackson).

Three restitution centers for males and the Governor's Mansion house a total capacity of 22 support inmates. Offenders sentenced to the restitution centers are probationers rather than inmates and are responsible for their own healthcare.

Following is a table showing the ages and medical classification of inmates currently in CWCs:

Community Work Centers		Level of Care						Totals
Under Age 60	Med Class	Unclass	A	B	C	D	E	
								0
	1		967	2				969
	2	1	89					90
	3							0
	4							0
	5							0
<i>Subtotal</i>		1	1056	2	0	0	0	1059
Age 60 and Older	Med Class	Unclass	A	B	C	D	E	Totals
	1		13					13
	2		8					8
	3							0
	4							0
	5							0
<i>Subtotal</i>		0	21	0	0	0	0	21
Grand Total		1	1077	2	0	0	0	1080

County Regional Facilities

There are 15 county regional facilities located throughout the state, with a general population of 250 and a maximum capacity of 294 male inmates. Each facility has provided space for a health care office, exam area with adjoining bath with shower and a storage room. Each County Regional Facility has 1.0 FTE nurse. The Vendor is responsible to pay 80% of the 1.0 FTE nurse's wages at each facility. The Vendor will also provide eight (8) hours per week of physician services on-site at each of the County Regional Facilities. The medical classification for all medium custody inmates housed in a county regional facility follows:

Regional Facilities		Level of Care						
Under Age 60	Med Class	Unclass	A	B	C	D	E	Totals
			3					3
	1	3	3213	61	2			3279
	2		316	13	1			330
	3							0
	4							0
	5							0
<i>Subtotal</i>		3	3532	74	3	0	0	3612
Age 60 and Older	Med Class	Unclass	A	B	C	D	E	Totals
	1		49	3				52
	2		33					33
	3							0
	4		1					1
	5							0
<i>Subtotal</i>		0	83	3	0	0	0	86
Grand Total		3	3615	77	3	0	0	3698

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Exhibit I
Health Services Statistics
RFP NO. 16-009
Number of Inmates Affected

[illegible]

Exhibit J
List of Health Services Equipment
RFP NO. 16-009

Pursuant to Section 5.3.6, a complete list of existing medical equipment will be provided prior to Bid Submission Date.

Exhibit K
Referral for Consideration of Conditional Medical Release
Pursuant to Miss. Code Ann. § 47-7-4

Inmate name: _____ MDOC Facility: _____
Date: _____ MDOC#: _____
Person completing this form: _____ MD / DO / NP / PA

I. Primary Diagnosis: _____
Stage, where applicable: _____
Secondary diagnoses: _____

II. Behavior:

<input type="checkbox"/> Anxious	<input type="checkbox"/> Depressed	<input type="checkbox"/> Hostile
<input type="checkbox"/> Agitated	<input type="checkbox"/> Wanders	<input type="checkbox"/> Lethargic
<input type="checkbox"/> Confused	<input type="checkbox"/> Disoriented	<input type="checkbox"/> Hallucinates
<input type="checkbox"/> Delusions	(Person, time, place)	<input type="checkbox"/> Other: _____

III. Sensory:

<input type="checkbox"/> Hearing Impaired	<input type="checkbox"/> Comatose
<input type="checkbox"/> Vision Impaired	<input type="checkbox"/> Paralysis
<input type="checkbox"/> Cannot Communicate	<input type="checkbox"/> Other: _____

IV. Prognosis: _____

V. Current treatment: _____

VI. Anticipated treatment: _____

VII. Overall functional status (Please √ one for each ADL)

Eating	<input type="checkbox"/> Independent	<input type="checkbox"/> Assist. Required	<input type="checkbox"/> Total Dependence
Toileting	<input type="checkbox"/> Independent	<input type="checkbox"/> Assist. Required	<input type="checkbox"/> Total Dependence
Bathing	<input type="checkbox"/> Independent	<input type="checkbox"/> Assist. Required	<input type="checkbox"/> Total Dependence
Personal Hygiene	<input type="checkbox"/> Independent	<input type="checkbox"/> Assist. Required	<input type="checkbox"/> Total Dependence
Ambulation	<input type="checkbox"/> Independent	<input type="checkbox"/> Assist. Required	<input type="checkbox"/> Total Dependence
Transferring	<input type="checkbox"/> Independent	<input type="checkbox"/> Assist. Required	<input type="checkbox"/> Total Dependence
Dressing	<input type="checkbox"/> Independent	<input type="checkbox"/> Assist. Required	<input type="checkbox"/> Total Dependence

VIII. Life expectancy, if estimable: _____

IX. List of items needed at home (i.e., hospital bed, O2 tank, wheelchair, etc.):

X. If released, does the inmate have a contact family member/significant other who will care for him/her? If so, please provide all contact information, including address and telephone number(s).

XI. Please scan copies of any applicable consultation, clinic, or diagnostic reports into the electronic medical record in support of this referral for review by the MDOC Chief Medical Officer.

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Exhibit L
Submission Cover Sheet
RFP NO. 16-009

Legal Name of Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____ Website: _____

SAAS Vendor Code: _____ or W-9 is attached _____

Legal Form of Company (check all that apply):

____ Corporation

____ LLC

____ Private Not-For-Profit

____ Private For-Profit

____ Government

____ Other

State of Domicile: _____ Year Organized: _____ FEIN: _____

List the contact person for your proposal. This person should also be the contact for questions and/or clarifications.

Person's Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

By submitting a proposal and signing in the space indicated below, Vendor certifies that the company represented in the proposal acknowledges and accepts the terms and conditions outlined in this Request for Proposal (RFP). Vendor further certifies that the company represented here is an authorized provider in good standing of the products / services included in this proposal.

Original Signature of Officer in Bind of Company / Date

Name (typed or printed) _____

Title _____

Company Name _____

Exhibit M
Correctional Healthcare References
RFP NO. 16-009

Provide three (3) references for which your company has provided in the past or currently provides healthcare services for a corrections population. MDOC intends to contact these references prior to executing a final contract with the selected Vendor.

1. Corrections Agency: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Type of Services Provided: _____
Number of Inmates Served: _____ Contract Dates: _____

2. Corrections Agency: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Type of Services Provided: _____
Number of Inmates Served: _____ Contract Dates: _____

3. Corrections Agency: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Type of Services Provided: _____

[illegible]

Exhibit O
Subcontractors
RFP NO. 16-009

List all subcontractors the Vendor intends to use to fulfill the obligations and expectations of providing healthcare services to inmates in the custody of MDOC.

1. Company: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Services to be Provided: _____

2. Company: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Services to be Provided: _____

3. Company: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Services to be Provided: _____

Exhibit P**Facility Staffing Pattern RFP NO. 16-009*****Mississippi State Penitentiary (MSP)***

Comprehensive Onsite Medical Services Staff	Minimum FTE	Hourly Rate
Physician	2.00	\$ 108.27
Site Medical Director	1.00	\$ 113.51
Dentist	2.00	\$ 80.80
Dental Director		
Dental Assistant	2.00	\$ 20.19
Mid-Level (PA/NP)	2.00	\$ 69.09
RN	16.20	\$ 39.15
RN Charge	2.00	\$ 35.42
RN Supervisor		
Infection Control Program Coordinator (RN)	1.00	\$ 36.67
Director of Nursing	1.00	\$ 42.27
LPN	24.00	\$ 27.81
LPN - UM OMC Rankin		
Nursing Assistant	5.00	\$ 19.26
Secretary/Admin Assistant	2.00	\$ 18.07
Medical Records Clerk/HIT	2.00	\$ 15.90
Medical Records Supervisor	1.00	\$ 34.36
EMT/Paramedic	4.80	\$ 28.00
Radiology Technician	1.00	\$ 25.00
Physical Therapist	0.80	\$ 40.89
Physical Therapist Assistant		
Medical Supply Assistant		
Central Services Manager	1.00	\$ 21.36
Laboratory Technician	2.00	\$ 16.42
Phlebotomist	1.00	\$ 15.88
Health Services Administrator		
Optometrist	0.10	\$ 75.00
Site Manager	1.00	\$ 42.27
Chief Psychiatrist		
Master Mental Health Professional	3.00	\$ 29.05
Mental Health Director(Psychologist)	1.00	\$ 52.07
Psychiatrist	1.00	\$ 120.39

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Activities Therapist		
MH Secretary	1.00	\$ 19.17
Psychiatric NP		
Psychiatric RN		
Pharmaceutical Services		
Pharmacist		
Pharmacy Director	1.00	\$ 65.91
Pharmacy Technician	2.00	\$ 18.99
Total FTE	83.90	

Notes:

Telehealth services could be provided as a back-up or an adjunct service for the facility's physician, mid-level providers, and psychiatrist.

Facility Staffing Pattern RFP NO. 16-009

Central Mississippi Correctional Facility (CMCF)

Comprehensive Onsite Medical Services Staff	Minimum FTE	Hourly Rate
Physician	1.50	\$ 108.27
Site Medical Director	1.00	\$ 113.51
Dentist	1.00	\$ 80.80
Dental Director	1.00	\$ 88.28
Dental Assistant	3.00	\$ 20.19
Mid-Level (PA/NP)	3.00	\$ 69.09
RN	14.00	\$ 35.62
RN Charge (Dialysis Unit)	1.00	\$ 39.15
RN Supervisor	2.00	\$ 39.15
Infection Control Program Coordinator (RN)	1.00	\$ 36.67
Director of Nursing	1.00	\$ 42.27

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LPN	22.00	\$ 27.81
LPN - UM OMC Rankin	1.00	\$ 27.81
Nursing Assistant	1.00	\$ 19.26
Secretary/Admin Assistant	2.00	\$ 18.07
Medical Records Clerk/HIT	3.00	\$ 15.90
Medical Records Supervisor	1.00	\$ 34.36
EMT/Paramedic		
Radiology Technician	1.00	\$ 25.00
Physical Therapist		
Physical Therapist Assistant		
Medical Supply Assistant		
Central Services Manager	1.00	\$ 21.36
Laboratory Technician		
Phlebotomist	3.00	\$ 15.88
Health Services Administrator		
Optometrist	0.10	
Site Manager	1.00	\$ 42.27
Chief Psychiatrist		
Master Mental Health Professional	4.00	\$ 29.05
Mental Health Director(Psychologist)	2.00	\$ 52.07
Psychiatrist	1.50	\$ 120.39
Activities Therapist		
MH Secretary	1.00	\$ 19.17
Psychiatric NP	2.00	\$ 69.09
Psychiatric RN		
Pharmaceutical Services		
Pharmacist		
Pharmacy Director		
Pharmacy Technician	2.00	\$ 18.99
Total FTE	78.10	

Notes:

Onsite dialysis services will be provided at CMCF. The vendor will provide the onsite dialysis team adequate to meet the two-shift per day, six day per week dialysis schedule. The vendor will provide the dialysis nephrologist.

Telehealth services could be provided as a back-up or an adjunct service for the facility's physician, mid-level providers, and psychiatrist.

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Facility Staffing Pattern RFP NO. 16-009

South Mississippi Correctional Institution(SMCI)

Comprehensive Onsite Medical Services Staff	Minimum FTE	Hourly Rate
Physician	1.00	\$ 108.27
Site Medical Director	1.00	\$ 113.51
Dentist	1.75	\$ 80.80
Dental Director		
Dental Assistant	2.00	\$ 20.19
Mid-Level (PA/NP)	2.00	\$ 69.09
RN	13.00	\$ 35.42
RN Charge		
RN Supervisor	2.00	\$ 39.15
Infection Control Program Coordinator (RN)	1.00	\$ 36.67
Director of Nursing	1.00	\$ 42.27
LPN	15.00	\$ 27.81
LPN - UM OMC Rankin		
Nursing Assistant	1.00	\$ 19.26
Secretary/Admin Assistant	1.00	\$ 18.07
Medical Records Clerk/HIT	2.00	\$ 15.90
Medical Records Supervisor	1.00	\$ 34.36
EMT/Paramedic		
Radiology Technician	1.00	\$ 25.00
Physical Therapist		
Physical Therapist Assistant		
Medical Supply Assistant	1.00	\$ 15.88
Central Services Manager		
Laboratory Technician		
Phlebotomist	1.00	\$ 15.88
Health Services Administrator		
Optometrist	0.10	\$ 75.00
Site Manager	1.00	\$ 42.27
Chief Psychiatrist		
Master Mental Health Professional	2.00	\$ 29.05
Mental Health Director(Psychologist)		
Psychiatrist	1.00	\$ 120.39
Activities Therapist		
MH Secretary	1.00	\$ 19.17

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Psychiatric NP		
Psychiatric RN		
Pharmaceutical Services		
Pharmacist		
Pharmacy Director		
Pharmacy Technician	1.00	\$ 18.99
Total FTE	53.85	
Notes:		

Telehealth services could be provided as a back-up or an adjunct service for the facility's physician, mid-level providers, and psychiatrist.

Facility Staffing Pattern RFP NO. 16-009

East Mississippi Correctional Facility (EMCF)

Comprehensive Onsite Medical Services Staff	Minimum FTE	Hourly Rate
Physician		
Site Medical Director	1.00	\$ 108.27
Dentist	1.00	\$ 80.80
Dental Director		
Dental Assistant	1.00	\$ 20.19
Mid-Level (PA/NP)	1.00	\$ 69.09
RN	6.00	\$ 35.42
RN Charge	2.00	\$ 39.15

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RN Supervisor		
Infection Control Program Coordinator (RN)	1.00	\$ 36.67
Director of Nursing	1.00	\$ 42.27
LPN	12.00	\$ 27.81
LPN - UM OMC Rankin		
Nursing Assistant		
Secretary/Admin Assistant	1.00	\$ 18.07
Medical Records Clerk/HIT	2.00	\$ 15.90
Medical Records Supervisor		
EMT/Paramedic		
Radiology Technician	1.00	\$ 25.00
Physical Therapist		
Physical Therapist Assistant		
Medical Supply Assistant		
Laboratory Technician		
Phlebotomist		
Central Services Manager		
Health Services Administrator		
Optometrist	0.10	\$ 75.00
Site Manager	1.00	\$ 42.27
Chief Psychiatrist	1.00	\$ 123.04
Master Mental Health Professional	6.00	\$ 29.05
Mental Health Director(Psychologist)	1.00	\$ 52.07
Psychiatrist		
Activities Therapist		
MH Secretary	1.00	\$ 19.17
Psychiatric NP	3.00	\$ 69.09
Psychiatric RN		
Pharmaceutical Services		
Pharmacist		
Pharmacy Director		
Pharmacy Technician	1.00	\$ 18.99
Total FTE	44.10	

Notes:

Telehealth services could be provided as a back-up or an adjunct service for the facility's physician, mid-level providers, and psychiatrist.

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Facility Staffing Pattern RFP NO. 16-009

Marshall County Correctional Facility (MCCF)

Comprehensive Onsite Medical Services Staff	Minimum FTE	Hourly Rate
Physician		
Site Medical Director	1.00	\$ 108.27
Dentist	1.00	\$ 80.80
Dental Director		
Dental Assistant	1.00	\$ 20.19
Mid-Level (PA/NP)	0.60	\$ 69.09
RN	6.00	\$ 35.42
RN Charge		
RN Supervisor		
Infection Control Program Coordinator (RN)	1.00	\$ 36.67
Director of Nursing	1.00	\$ 42.27
LPN	9.00	\$ 27.81
LPN - UM OMC Rankin		
Nursing Assistant		
Secretary/Admin Assistant	1.00	\$ 18.07
Medical Records Clerk/HIT	1.00	\$ 15.90
Medical Records Supervisor		
EMT/Paramedic		
Radiology Technician	1.00	\$ 25.00
Physical Therapist		
Physical Therapist Assistant		
Medical Supply Assistant		
Laboratory Technician		
Phlebotomist		
Central Services Manager		
Health Services Administrator		
Optometrist	0.10	\$ 75.00
Site Manager	1.00	\$ 42.27
Chief Psychiatrist		
Master Mental Health Professional	2.00	\$ 29.05
Mental Health Director(Psychologist)		
Psychiatrist	0.50	\$ 120.39
Activities Therapist		
MH Secretary		
Psychiatric NP		

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Psychiatric RN		
Pharmaceutical Services		
Pharmacist		
Pharmacy Director		
Pharmacy Technician	1.00	\$ 18.99
Total FTE	28.20	

Notes:

Telehealth services could be provided as a back-up or an adjunct service for the facility's physician, mid-level providers, and psychiatrist.

Facility Staffing Pattern RFP NO. 16-009

Walnut Grove Correctional Facility (WGCF)

Comprehensive Onsite Medical Services Staff	Minimum FTE	Hourly Rate
Physician		
Site Medical Director0.	1.00	\$ 108.27
Dentist	1.00	\$ 80.80
Dental Director		
Dental Assistant	1.00	\$ 20.19
Mid-Level (PA/NP)	0.60	\$ 69.09
RN	5.00	\$ 35.42
RN Charge		
RN Supervisor		
Infection Control Program Coordinator (RN)	1.00	\$ 36.67
Director of Nursing	1.00	\$ 42.27
LPN	9.00	\$ 27.81
LPN - UM OMC Rankin		
Nursing Assistant		
Secretary/Admin Assistant	1.00	\$ 18.07
Medical Records Clerk/HIT	1.00	\$ 15.90
Medical Records Supervisor		
EMT/Paramedic		
Radiology Technician	1.00	\$ 25.00
Physical Therapist		
Physical Therapist Assistant		
Medical Supply Assistant		
Laboratory Technician		
Phlebotomist		
Central Services Manager		
Health Services Administrator		
Optometrist	0.10	\$ 75.00
Site Manager	1.00	\$ 42.27
Chief Psychiatrist		
Master Mental Health Professional	1.50	\$ 29.05
Mental Health Director(Psychologist)	1.00	
Psychiatrist	0.20	\$ 120.39
Activities Therapist		
MH Secretary		
Psychiatric NP		

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Psychiatric RN		
Pharmaceutical Services		
Pharmacist		
Pharmacy Director		
Pharmacy Technician	1.00	\$ 18.99
Total FTE	27.40	

Notes:

Telehealth services could be provided as a back-up or an adjunct service for the facility's physician, mid-level providers, and psychiatrist.

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Facility Staffing Pattern RFP NO. 16-009

Wilkinson County Correctional Facility (WCCF)

Comprehensive Onsite Medical Services Staff	Minimum FTE	Hourly Rate
Physician		
Site Medical Director	1.00	\$ 108.27
Dentist	1.00	\$ 80.80
Dental Director		
Dental Assistant	1.00	\$ 20.19
Mid-Level (PA/NP)	0.50	\$ 69.09
RN	5.00	\$ 35.42
RN Charge		
RN Supervisor		
Infection Control Program Coordinator (RN)	1.00	\$ 35.57
Director of Nursing	1.00	\$ 42.27
LPN	7.00	\$ 27.81
LPN - UM OMC Rankin		
Nursing Assistant		
Secretary/Admin Assistant	1.00	\$ 18.07
Medical Records Clerk/HIT	1.00	\$ 15.90
Medical Records Supervisor		
EMT/Paramedic		
Radiology Technician	1.00	\$ 25.00
Physical Therapist		
Physical Therapist Assistant		
Medical Supply Assistant		
Laboratory Technician		
Phlebotomist		
Central Services Manager		
Health Services Administrator		
Optometrist	0.10	\$ 75.00
Site Manager	1.00	\$ 42.27
Chief Psychiatrist		
Master Mental Health Professional	3.00	\$ 29.05
Mental Health Director(Psychologist)		
Psychiatrist	0.80	\$ 120.39
Activities Therapist		
MH Secretary		
Psychiatric NP		

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Psychiatric RN		
Pharmaceutical Services		
Pharmacist		
Pharmacy Director		
Pharmacy Technician	1.00	\$ 18.99
Total FTE	26.40	

Notes:

Telehealth services could be provided as a back-up or an adjunct service for the facility's physician, mid-level providers, and psychiatrist.

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Facility Staffing Pattern RFP NO. 16-009

Regional Facilities (15 separate facilities)

Position	Minimum FTE
Staff Physician	2.25
RN (Reimburse Counties 80% compensation) (1 RN per facility)	15.0
TOTAL FTEs	17.25

Regional Office

Position	FTE
Regional Manager	1.00
Administrative Assistant	1.00
CQI Manager	1.00
Telehealth/IT Coordinator	1.00
Regional Medical Director	1.00
Regional DON	1.00
Re-Entry Coordinator	0.50
Regional Mental Health Director	1.00
TOTAL FTEs	7.50

GRAND TOTAL FTEs	366.70

Exhibit Q

**MDOC Correctional Health Care RFP-16-009
Evaluation Criteria**

Proposal Scoring

Name of Vendor:		
FORMAT/CONTENT OF PROPOSAL (5 pts)	Possible Points	Awarded Points
1. Offeror provided submission cover sheet, table of contents, and required exhibits.	-	-
2. Table of Contents indicates material included in proposal by section and page number.	-	-
3. Letter of Transmittal state's offeror's understanding of the services, names of authorized persons, titles, addresses, and telephone numbers, a statement that the individual who signs is authorized to bind the offeror to contract with MDOC	-	-
4. Annual budget and budget narrative	-	-
4. Proposal Narrative conforms to RFP, Exhibits, Certifications, W-9, Resumes, 2 Years audited financial statements	-	-
	5.00	-
ORGANIZATIONAL CAPABILITY (20 pts)- as required in Section 3-203.13.2 (a)-(c) of the Personal Services Contract Review Board regulations.	Possible Points	Awarded Points
1. See 6.4.3 The bidder should use this section to describe the approach it will take to deliver the required services as described in the RFP. It is important that the Vendor(s) selected understand and incorporate the health care services values and philosophy described in the RFP. If the Vendor intends to exceed minimal standards it should describe how it will do so. Use of evidence-based practices is highly encouraged and should be described throughout this section of the proposal.	-	-
2. Describe your company's experience managing sick call services in a correctional facility. How many inmates per day do you see in sick call at any given facility? How will triage be conducted? Who will conduct triage? Is triage face-to-face or a paper review? What procedures do you have in place to ensure sick call visits occur within seven days of a sick call request being completed? Will triage occur on weekends and holidays? Is an evening sick call available?	-	-

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Proposal Scoring

3. See 6.4.3, Item 2. MDOC recognizes the complexity of management for some infectious diseases (e.g., Hep C, HIV). The chosen Vendor will be expected to provide medically necessary care to all inmates who suffer from such conditions according to nationally agreed upon standards of care. Further infectious disease control responsibilities of the Vendor are described in section 5.9.1 of the RFP. Describe your company's experience providing infectious disease services in correctional facilities as well as other health care settings. What procedures are used to determine if an inmate should be isolated when medically indicated?	-	-
4. See 6.4.3, Item 3. The specifications presented in Item 5.12.2 state that only medically necessary care is to be provided. Vendors are requested to provide a definition of what it defines as care not medically necessary. Also describe a process to be followed for resolution when a decision regarding medical necessity is questioned or is unclear. If you have a policy for this area, please provide a copy of the policy.	-	-
5. See 6.4.3, Item 4. The Vendor(s) is expected to provide chronic care clinics as described in section 5.13.3. Identify the types of chronic care clinics you intend to provide. For each type of chronic care clinic you intend to provide describe which facilities they will be located, frequency, and services to be provided.	-	-
6. See 6.4.3, Item 5. Describe your company's plan to provide optometry services. Who will provide optometry services? How often will optometry services be available?	-	-
8. See 6.4.3, Item 7. MDOC requires lab services to be available on site at all three facilities. MSP must have complete lab services while CMCF and SMCI can have minimal lab services. Describe your company's plan to provide lab services at each facility. What lab services will be provided? Will you contract out for lab services? If labs are sent out to be analyzed, what is the expected timeframe results will be available? How are lab results communicated to the treating health care professional?	-	-
9. See 6.4.3, Item 8. Describe your company's experience providing dialysis services. Has your company provided dialysis services to inmates within the last five years? Has your company provided dialysis services in a correctional setting in the last five years? If yes, please provide the location, timeframe, frequency of services, and number of inmates served.	-	-
10. See 6.4.3, Item 9. Describe your company's experience providing mental health services. Have you provided mental health services to inmates? If yes, at what facilities? What type of services were provided? Did you provide 24 hour on call services?	-	-

MDOC Correctional Health Care RFP 16-009

Proposal Scoring

11. See 6.4.3, Item 10. Describe the mental health service model you will use for the MDOC facilities. What inmate mental health screening instruments will you use? How will you determine which inmates need a mental health evaluation? What frequency will you provide individual and group therapy? Are there any groups you will develop for specialized mental health populations? Will you use a subcontractor to provide mental health services? If yes, identify the subcontractor.	-	-
12. See 6.4.3, Item 11. The Vendor is expected to participate in the MDOC Crisis Stabilization Program as described in Exhibit S . Please read the Crisis Stabilization Program Policy and indicate your willingness and ability to meet the requirements of the policy if you are selected to provide mental health services.	-	-
13. See 6.4.3, Item 12. Describe your company's experience providing pharmaceutical services. In the last three years has your company provided pharmacy services in a correctional facility? If yes, identify the facilities, the scope of pharmacy services and number of inmates served. Does your company provide pharmacy services in-house or does it contract out for pharmacy services?	-	-
14. See 6.4.3, Item 13. Describe the service model that you will use to provide pharmaceutical services for MDOC. Will you use an in-house pharmacy or subcontract out for services? How will prescriptions be communicated from the physician to the pharmacy? How will prescriptions be delivered to the inmate? How will the Vendor ensure prescriptions are filled and delivered to the inmate within 24 hours of the prescription being ordered? What will be your procedure to give prescriptions to inmates being discharged from MDOC and returning to the community?	-	-
15. See 6.4.3, Item 14. Describe the dental service model you will use for the MDOC facilities. Will you use a subcontractor to provide dental services? If yes, identify the subcontractor.	-	-
16. See 6.4.3, Item 15. Section 5.3.14 of this RFP describes the expectations of the selected Vendor(s) to coordinate the continuity of care for inmates leaving MDOC and returning to the community. For inmates with chronic medical and/or mental health conditions describe your approach to ensuring the continuity of care is maintained for inmates leaving MDOC. How will medical/mental health service referrals be made? How will health information about the inmate be communicated? What provisions will be made for prescriptions? Does the Vendor have a network of medical providers in the community that it can use?	-	-
17. See 6.4.4, Item 5. As applicable, please indicate your physician, nurse practitioner, physician assistant, pharmacist, psychiatrist and dentist turnover statistics for the past twelve (12) months.	-	
18. See 6.4.4, Item 6. What percentage of your physicians is board-certified?	-	
19. See 6.4.4, Item 7. Explain the termination provisions contained in your physician contracts.	-	

Proposal Scoring

20. See 6.4.4, Item 8. Who is responsible for the selection, credentialing and re-credentialing of providers?	-	
21. See 6.4.4, Item 9. How do you monitor disciplined providers on an ongoing basis?	-	
22. See 6.4.4, Item 10. Do you monitor publications regarding disciplined providers in an on-going basis?	-	
23. See 6.4.4, Item 11. How often do you re-credential providers?	-	
24. See 6.4.4, Item 12. Briefly describe your re-credentialing process.	-	
25. See 6.4.4, Item 13. How many providers have been terminated from your Mississippi network or other networks over the past three (3) years based on information you obtained in the re-credentialing process?	-	
26. See 6.4.4, Item 14. Do you maintain a written Quality Assurance (QA) policy used to monitor providers? If yes, please attach protocols and procedures. If no, please describe how quality standards are developed, communicated, reassessed and revised.	-	
27. See 6.4.4, Item 15. What actions do you take to remedy QA issues at the individual provider level (i.e., education/sanctions)? If you have a written policy, please attach, otherwise, describe procedures.	-	
28. See 6.4.4, Item 16. Do you perform individual provider profiling based on clinical data? If yes, describe how this data is compiled and utilized. If not, do you have plans to do so within the next six (6) months, and how do you currently determine the quality of individual providers? How do you use this information?	-	
29. See 6.4.4, Item 17. Indicate how often you visit providers on a formal basis. Describe the purpose/activities of a typical routine visit.	-	
30. See 6.4.4, Item 18. Do you review medical records during a provider visit?	-	
31. See 6.4.4, Item 19. The MDOC Chief Medical Officer will be part of the selection team that hires the Site Medical Director at each facility. Describe your selection process for Site Medical Directors and how you will include the MDOC CMO.	-	
32. See 6.4.4, Item 20. How will you include the MDOC CMO and HSA in the process of evaluating your Site Medical Directors, Directors of Nursing and other key staff?	-	
33. See 6.4.4, Item 21. Please check below the criteria that each professional provider (where applicable) must meet to be accepted into your network. Also indicate the method you use to verify credentialing information (i.e., do you obtain primary verification, if so, how and indicate source; do you query the National Practitioner Data Bank; do you accept information supplies by applicant without further verification; etc.).	-	
	-	-

MDOC Correctional Health Care RFP 16-009

Proposal Scoring

34. See 6.1.3 Offerors are required to state “agreed” or “will comply” for each requirement. If offeror has an exception, these must be stated under the required section in their proposal, and then restated the exceptions on the separate exception listing in Exhibit CC - Proposal Exception Summary Form .	-	
35. See 6.2 Proposals Shall Contain Minimum Information: Name of Offeror, location of principal place of business, and if different, the place of performance of the proposed contract; the age of offeror's business and average number of employees over the past 10 years; resume listing abilities, qualifications, and experience of all individuals who will be assigned to provide the required services; listing of 5 contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least four (4) references for contracts awarded during the past three (3) years; A plan giving as much detail as is practical explaining how the services will be performed; and an estimate of price.	-	
36. See 6.3 Demonstration of Competency. Proposals will only be considered from firms that are regularly engaged in the business of providing the services as described in this RFP. Offerors must be able to demonstrate a good record of performance for the five (5) previous years, and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.	-	
37. See 6.4.2, Item 1. If you currently have an office in the State of Mississippi, state the address, general functions of the office and number of full time employees.	-	-
38. See 6.4.2 Item 3. State if any officers or principals and/or their immediate families are, or have been within the preceding twelve (12) months, employees or elected officials of the State of Mississippi.	-	-
39. See 6.4.2, Item 5. Describe experience your company has had providing correctional health care services for a corrections population of comparable size as the Mississippi Department of Corrections.	-	-
40. See 6.4.2, Item 6. Describe your company’s experience providing chronic care clinics in a correctional facility? Identify the types of chronic care clinics and approximate number of inmates served.	-	-
41. See 6.4.2, Item 7. Has your company been assessed a performance penalty or liquidated damages related to any correctional health care services contract within the last three years? If yes, please explain identify the contract, the reason for the performance penalty and the amount of the liquidated damages.	-	-
42. See 6.4.2, Item 8. MDOC wants to be assured that the Vendor(s) selected to provide services are financially stable and will be able to meet the contract requirements for the term of the agreement. Provide information about the financial history and capabilities of the company. Is the company publicly traded or privately held? Provide the company’s audited financial statements for the last two years.	-	

Proposal Scoring

43. See 6.4.2, Item 9. What are your standard terms for paying provider claims? What are your standard terms for paying subcontractor claims?	-	
44. See 6.4.2, Item 10. Describe any experience your company has had in the last five years providing health care services where payment to you was made through a capitation system. Describe the scope of services in the capitation payment model and what services your company was not at risk for. Were there any capitated contracts you entered into in the last five years where you went back to the payor before the expiration of the contract and requested additional fees or a higher capitated rate?	-	
45. See 6.4.2, Item 11. Describe your company's experience operating and managing a licensed hospital within the last five years. Identify the location of the hospital, the number of beds and hospital license number. Has any hospital your company operated within the last five years had its hospital license revoked or not renewed? If yes, please explain.	-	
46. See 6.4.2, Item 12. Describe your company's experience using electronic health records (EHR). Does your company currently use an EHR system in a correctional facility? Describe your company's experience using the GE Centricity EHR system. If your company does not have experience with GE Centricity then does it have experience with other types of EHR systems that are not owned by the bidder or a related company?	-	
47. See 6.4.2, Item 13. Describe your company's current general liability, professional liability and medical malpractice insurance. Who are the insurance carriers? Have you had other liability insurance carriers within the last three years? Identify the coverage limits for each policy. The State of Mississippi expects to be named as an additional insured on your liability coverage. Please state whether or not you will name the State of Mississippi as an additional insured.	-	
48. See 6.4.2, Item 14. List and describe any pending lawsuits or other legal proceedings against the Vendor which pertain to any of the services or materials which are part of Vendor's proposal. Identification of lawsuits or legal proceedings shall include the date suit was filed, a brief description of the lawsuit and the current status of the lawsuit. MDOC reserves the right to request a copy of the lawsuit or legal proceedings.	-	
49. See 6.4.2, Item 15. Do your provider contracts contain provisions requiring the provider to cooperate with the MDOC Chief Medical Officer and the Utilization Review Team? If not, what would you do to ensure cooperation?	-	
50. See 6.4.2, Item 16. The Vendor is requested to describe how it will monitor the contract to ensure that requirements of the contract are complied with.	-	

MDOC Correctional Health Care RFP 16-009

Proposal Scoring

51. See 6.4.2, Item 17. Section 9 of the RFP lists twelve (12) process measures and three (3) health outcome measures that the Vendor is expected to comply with. The Vendor(s) is able to propose an additional two (2) process measures and two (2) health outcome measures. If you propose additional measure please list them.	-	
52. See 6.4.2, Item 18. Describe your peer review process. Who participates in the peer review? What is the frequency? What documents are examined as part of the process? How are results communicated to health care providers? What is done with health care providers that do poorly on the peer review process? How will the peer review results be communicated to the MDOC CMO?	-	
53. See 6.4.2, Item 19. Describe your Continuous Quality Improvement process. How are the results of the process communicated? Describe one change your company has made as a result of your CQI process.	-	
54. See 6.4.2, Item 20. The contract reporting and monitoring process requires daily, monthly, quarterly and annual reports from the Vendor to MDOC. Who will be responsible to complete these reports? Are there any reports that you are not able to produce at the frequency being requested?	-	
55. See 6.4.2, Item 21. Describe your company's experience with ACA and NCCHC accreditation. Have you been responsible to lead the accreditation efforts at any correctional facility? How has your company assisted correctional facilities to obtain and maintain their accreditation? How does your company ensure its staff is knowledgeable about the current ACA and NCCHC standards? Has your company ever had a contract for health care services at a correctional facility when that facility lost or did not renew its ACA or NCCHC accreditation? If yes, please explain.	-	
56. See 6.4.2, Item 22. Is your company certified as a minority vendor by the Mississippi Department of Administration and Finance? Do you plan to use subcontractors that are certified as minority vendors by the Mississippi Department of Administration and Finance?	-	
	Possible Points	Awarded Points
57. See 6.4.2 Item 2. Please attach resumes of dedicated contact person(s) for the MDOC account.	-	-
58. See 6.4.4, Item 22. No proposer shall have in its employ or through contract or sub-contract any person that has been incarcerated by MDOC or has been under supervision by MDOC as a probationer, parolee or supervised under house arrest or earned release supervision, in either an adjudicated or non-adjudicated basis. No proposal will be considered unless this requirement is acknowledged and complied with.	-	-

MDOC Correctional Health Care RFP 16-009

Proposal Scoring

59. See 6.4.4 Proposed Staffing Plan. MDOC realizes that each bidder brings a range of abilities, experiences and skills. Staffing patterns at each facility will reflect both the capabilities of a company as well as the availability of health care providers in a local market. Therefore, MDOC is requesting each bidder to propose a staffing pattern that it will use to meet the requirements of this RFP. Included in Exhibit P is the contracted staffing pattern used by the current vendors at each of the three facilities. The proposed vendor should describe their proposed staffing pattern. If there are significant deviations from the current staffing patterns it is suggested that an explanation be provided. If a Vendor proposes a staffing pattern and MDOC enters into a contract with that Vendor for that staffing pattern then MDOC fully expects that Vendor to honor the terms of the agreement meet the health care service requirements as described. MDOC will not entertain additional reimbursement to a Vendor because they underestimated the staffing requirements.	-	
60. See 6.4.4, Item 1. Identify the Vendor's key contact person who will be the contract manager if you are awarded the contract. Provide a brief bio that includes their experience managing similar contracts, experience with correctional health care services and length of time with your company. Include a resume of this person as an Attachment.	-	-
61. See 6.4.4, Item 2. Identify other key personnel that will be working on the MDOC contract. Other key personnel include the company's Chief Executive Officer, Chief Medical Officer, and Chief Financial Officer. Also to be included are Site Medical Directors, Site Directors of Nursing, Site Mental Health Directors, Site Dental Directors and Site Pharmacy Directors. Resumes for each person should be included as an Attachment in the resume section of the proposal. In the event people have not been identified for these positions yet please list the qualifications you will use to select a person.	-	-
62. See 6.4.4, Item 3. Using the <i>Proposed Facility Staffing Pattern</i> form in Exhibit Z to list the proposed staffing pattern for each facility. In order for MDOC to maintain effective and efficient health services it is necessary for health care staff to be on-site as much as possible. The proposed staffing pattern is based upon hours worked by job category. The minimum hours of staff time to be provided by the Vendor shall be identified by the minimum hours per month. Liquidated damages as described in section 9.5.2 of the RFP are to be based upon the staffing pattern proposed by the Vendor and agreed to by MDOC.	-	
63. See 6.4.4, Item 4. As the priorities of our agency changes, possibly requiring additional staff, would you be flexible and willing to provide adequate staffing, which may require you to hire additional FTEs? Additional comments are welcome.	-	

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Proposal Scoring

64. See 6.4.3, Item 1. MDOC will provide the Vendor with connectivity between facilities to support teleconferencing and telemedicine services. Please provide information as to what degree you plan to utilize this technology to provide more medical care. The discussion should include anticipated equipment, locations and applications. Also, please provide information on any anticipated cost savings to be derived from the use of telemedicine. Does your company have experience using telemedicine?	-	
65. See 6.4.3, Item 6. Describe your proposed method to ensure inmates receive the necessary ancillary medical devices and equipment such as prosthetics, hearing aides, dentures, eyeglasses, braces, walkers, wheelchairs, etc. What is your proposed timeframe for inmates to receive such devices once a medical professional determines it is necessary?	-	
66. See 6.4.9 Item 7 Subcontractors - Exhibit Y.	-	
67. See 6.4.9 Item 14. Key Staff Resumes	-	-
Total Organizational Capability	20.00	-
S/RECORD OF PAST PERFORMANCE (15 pts)as required in Section 3-203.13.2 (d) of PSCR	Possible Points	Awarded Points
1. See 6.4.5 References. List three references for which you provide correctional healthcare services. Provide a full address, contact person, title, email address and telephone number for each reference. Also provide the total number of inmates for which you provide care. Use the <i>Correctional Health Care Reference</i> form included in Exhibit W		-
2. See 6.4.2, Item 4. List <u>all</u> clients for which you provided correctional healthcare services within the last three years. Use the <i>Correctional Health Care Services Experience</i> form included in Exhibit X .		-
Total References/Record of Past Performance	25.00	-

Proposal Scoring

COST (50 pts) as required in Section 3-203.13.2 (e) of the PSCRB regulations.	Possible Points	Awarded Points
1. See 6.4.6, Item 1. The Vendor (s) shall use the <i>Cost Information Summary</i> form as included in Exhibit AA to propose a rate per inmate per day for the services it is bidding on.	-	
2. See 6.4.6, Item 3. Offerors should prepare a proposed annual budget narrative as well as a budget in chart form which depicts how proposed contract funds would be used.	-	-
Total Proposed Fee Points	50.00	-
TOTAL POINTS	100.00	-
	-	

Mississippi Department of Corrections, RFP 16-009

[illegible]

Exhibit BB
Threshold Agreement by Vendor
RFP NO. 16-009

MDOC requires, without exception, the following Vendor agreements for MDOC to even consider a proposal. Vendors who do not agree to these provisions will be excluded from consideration. Further, any violation of these agreements by the selected Vendor will constitute grounds for immediate termination by MDOC with contractual penalties applied.

Vendor must initial by each item below to signify their understanding of the Threshold Agreement and their willingness to comply.

1. Although this contract is based on a capitation payment arrangement the underlying expenses incurred by the Vendor(s) can affect the success of the contract. MDOC requires full disclosure of expenses of the contract(s) each month. Vendor(s) must provide 100% disclosure of all expenses associated with the contract, including cost allocations. Do you agree? _____
YES _____ NO _____
2. Vendor must agree to allow MDOC or its authorized representative, including State of Mississippi auditors or Mississippi Joint Legislative Committee on Performance, Evaluation and Expenditure Review to inspect the books or audit the books of account for any related companies at least annually for which there is a cost allocation or charge to the contract, whether paid by MDOC or not. The Vendor's contract which such related organizations must contain a provision allowing such inspection or audit. Do you agree?
_____ YES _____ NO
3. MDOC does not expect that any information about operational matters or processes under this contract will be proprietary so as to prohibit disclosure to MDOC officials acting in their authority to oversee this contract. The Mississippi Attorney General will have final authority to rule whether the Vendor's request to have an item ruled proprietary is justified or not. Do you agree?
_____ YES _____ NO
4. MDOC has listed certain reports and data that are required to be provided periodically. It is the intent of MDOC to use information submitted by the Vendor to develop financial penalties related to non-performance in key operational areas. The specific factors upon which to base the penalties and the related computations will be negotiated during the final award phase. Failure to provide required data for more than sixty (60) days after an MDOC demand letter will result in grounds for termination of the contract. Do you agree to provide such reports and data and be subject to penalties for non-performance?
_____ YES _____ NO

Exhibit CC
Proposal Exception Summary
RFP NO. 16-009

[illegible]

**Exhibit DD
CERTIFICATIONS
RFP 16-009**

**PROSPECTIVE CONTRACTOR'S REPRESENTATION
REGARDING CONTINGENT FEES**

The prospective contractor represents as a part of such offeror's proposal that such offeror
HAS / HAS NOT (circle applicable word or words)
retained any person or agency on a percentage, commission, or other contingent arrangement to
secure this contract.

CONSULTANT/LOBBYIST

Please list any consultant(s) or lobbyist(s) that has/have been engaged in reference to this RFP.

Name/Address/Phone: _____

Name/Address/Phone: _____

Name/Address/Phone: _____

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The prospective contractor certifies that the prices submitted in response to the RFP have been
arrived at independently and without, for the purpose of restricting competition, any consultation,
communication, or agreement with any other offeror or competitor relating to those prices, the
intention to submit a bid, or the methods or factors used to calculate the prices bid.

DEBARMENT

The prospective contractor certifies that it is not currently debarred from submitting proposals
for contracts issued by any political subdivision or agency of the State of Mississippi and that it is
not an agent of a person or entity that is currently debarred from submitting proposals for contracts
issued by any political subdivision or agency of the State of Mississippi.

Company Name

Date

Company Representative

Exhibit EE
W-9
RFP NO. 16-009

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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

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

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

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

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

What Name and Number To Give the Requester

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

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

² Circle the minor's name and furnish the minor's SSN.

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

Mississippi Department of Corrections, RFP 16-009

Proposal Checklist
RFP NO 16-009

This Proposal Checklist is intended to help the Vendor prepare their proposal. It does not need to be included with the proposal. The Vendor's proposal should include each item listed below in the same sequence as listed.

- _____ Submission Cover Sheet – Exhibit V
- _____ Proposal Narrative
 - Organizational Capability
 - Proposed Service Model
 - Proposed Staffing Plan
 - Proposed Fees
- _____ Correctional Healthcare References Form – Exhibit W
- _____ Correctional Healthcare Services Experience Form – Exhibit X
- _____ Subcontractors – Exhibit Y
- _____ Proposed Facility Staffing Pattern Form – Exhibit Z
- _____ Cost Information Summary Form – Exhibit AA
- _____ Threshold Agreement by Vendor Form – Exhibit BB
- _____ Proposal Exception Summary Form – Exhibit CC
- _____ Certifications – Exhibit DD
- _____ W-9 – Exhibit EE
- _____ Key Staff Resumes
- _____ Most Recent Two Years of Audited Financial Statements