

ATTACHMENT A

SOLICITATION NO. 1310004338

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

The Oklahoma Department of Corrections (ODOC) is soliciting proposals to provide temporary medical staffing services as defined herein for its inmate population, in accordance with state and federal laws, rules and regulations; policies and procedures of the ODOC, as well as terms and conditions of this contract.

1. Contract Term and Renewal Options

The initial Contract term, which begins on July 1, 2020, is one (1) year and there are two (2) one-year options to renew the Contract. ODOC shall provide notification to exercise the option to renew to the Vendor at least thirty (30) days prior to the end of each contract period. Should a decision be made not to renew the Contract, ODOC shall provide notification to the Vendor at least thirty (30) days prior to the end of the contract period.

2. Specifications

A relational overview of the proposal and technical specifications are detailed below and incorporated herein. All attachments/appendices are to be completed and returned with your proposal.

A.1. Overview

- A.1.1.** The Contract is awarded as an indefinite quantity contract for ODOC as the needs of ODOC dictate. ODOC will not guarantee any specific quantity of services at any time during the period of this contract. ODOC is responsible for providing adequate health care services to the inmates in its custody and control. ODOC has a shortage of qualified health care resources to provide certain necessary medical services to its inmate population within its institutions. ODOC seeks a vendor(s) that has within its control and available a sufficient quantity and quality of relevant resources to meet this need as identified by ODOC.
- A.1.2.** To ensure necessary coverage, it is ODOC's intent to award to multiple vendors for these services.
- A.1.3.** Priority for providing temporary medical staffing services to ODOC for each of the positions requested will be given to qualified State Use vendor(s), with secondary consideration given to vendors awarded under this procurement agreement.

A.2. Background

A.2.1. Current System of Oklahoma ODOC Health Care System

- A.2.1.1.** The State of Oklahoma has established a system to provide medical, dental, and mental health care services for all inmates sentenced to the custody of ODOC. The current system directly provides or is responsible for the delivery of health care services to approximately 27,000 inmates assigned to eighteen (18) correctional centers, six (6) community centers, four (4) half-way-house programs, three (3) private prisons, and county jail programs. There are twenty-one (21) Medical Services Units located at these correctional facilities to ensure inmates' health care needs are met.

A.2.1.2. Inmates may be seen by the Medical Services Unit upon their own request (through the sick call process) or on referral by a medical staff member.

A.2.1.3. Each Medical Services Unit ensures unimpeded access to health care services. Correctional staff does not approve or disapprove requests for health services for inmates.

A.2.1.4. Upon arrival at each facility, procedures for accessing health care and processing complaints are communicated orally and in writing to inmates in easy to understand conversational language.

A.2.2. Delivery of Primary Care

A.2.2.1. Primary medical care services include recognized and accepted diagnostic, therapeutic, and surgical procedures employed in the treatment of illness or injury, and directed by a physician.

A.2.2.2. The Medical Services Units located at the various facilities are designated as "host medical services units".

A.2.2.2.1. The Host Medical Services Units deliver health care to inmates assigned to their facility and the out-count populations located at the half-way houses and assigned county jails.

A.2.2.3. Private Prison contractors provide on-site primary health care services to their populations.

A.2.2.4. Inmates are initially examined and treated by ODOC physicians and support providers at each facility and may be referred for consultations, specialty clinics and treatment beyond what is available at the ODOC Medical Services Units.

A.2.3. Inpatient Hospital Services

A.2.3.1. Inpatient services and outpatient specialty care for inmates are provided by Lindsay Municipal Hospital (LMH) and Lindsay Clinic located in Lindsay, OK, and Oklahoma University Medical Center (OUMC), located in Oklahoma City.

A.2.3.2. A twenty-two (22) bed inpatient, general acute medical unit is operated at LMH for the medical surgical needs of our system inmates. All critical care patients requiring services beyond the scope of care offered at LMH are transferred to OUMC.

A.2.3.3. Hospital care of an urgent to emergent nature is provided at local hospitals.

A.2.4. Specialty Clinic Process

A.2.4.1. Any medical condition requiring specialty medical care that is not available at the facility in which a patient resides, and particularly those needs not available within the ODOC, will be referred to and treated by a Medical "Specialist" from outside the ODOC.

A.2.5. Infirmary Care

A.2.5.1. Twenty-four (24) hour infirmary care services are provided at the Lexington Correctional Center, Lexington, OK; Mabel Bassett Correctional Center, McLoud, OK; Dick Conner Correctional Center, Hominy, OK; and the Oklahoma State Penitentiary, McAlester, OK.

A.2.6. Emergency Care Services

A.2.6.1. Emergency care is provided by ground or air ambulance to the nearest suitable hospital when any other means of transportation is not appropriate.

A.2.7. Pregnancy, Newborn, and Maternity Services

A.2.7.1. Services including prenatal, delivery and postpartum care are provided by specialists at Oklahoma University Medical Center (OUMC).

A.2.7.2. Newborn care is provided through indigent care services, also at OUMC, until custody is granted to someone other than the mother.

A.2.7.3. Services do not include non-therapeutic sterilization, non-therapeutic abortions, and procedures intended solely for determining the sex of the fetus.

A.2.8. Diagnostic Services

A.2.8.1. Clinical laboratory diagnostic services are provided by a contract vendor who picks up laboratory specimens at each correctional center on a regular schedule. Routine radiological imaging services are provided on-site at Medical Services Units or at local hospitals or clinics. Radiographs are interpreted by contract radiologists.

A.2.8.2. Complex diagnostic imaging services, such as computerized axial tomography, magnetic resonance imaging, positron emission tomography, mammography, ultrasound, cardiac catheterization, are performed at OUMC upon referral from the specialists at Lindsay Municipal Hospital (LMH) or at local hospitals in emergent cases.

A.2.8.3. Complex vascular, neurological, pulmonary, allergy, ophthalmic and otologic diagnostic services are provided at OUMC, as well as system partners such as the Dean McGee Eye Institute, upon referral from the specialists at LMH or at local hospitals in emergent cases.

A.2.8.4. Therapeutic services such as chemotherapy, radiotherapy for the treatment of cancer and angioplasty are provided at OUMC. Outpatient oral chemotherapy medications are provided by ODOC's pharmacy services contractor.

A.2.8.5. Dialysis services are provided at the Lexington Assessment and Reception Center.

A.2.8.5.1. The dialysis contractor is responsible for providing medications associated with dialysis treatments.

A.2.9. Rehabilitation Services

A.2.9.1. Physical therapy services beyond the self-treatment modalities offered at the Medical Services Units are provided contractually through LMH or OUMC.

A.2.10. Optometric Services

A.2.10.1. Vision services are provided on-site at most facilities and/or through local professional services contracts with state licensed optometrists.

A.2.10.2. Some facilities transport inmates to a locally contracted provider for related services.

A.2.11. Pharmacy Services

A.2.11.1. All prescribed and a majority of over-the-counter medications are provided by an ODOC contracted pharmaceutical vendor.

A.2.11.2. Prescription orders are transmitted daily from the Medical Services Units via computer to the contractor's pharmacy. Orders are delivered to each facility by the contractor's courier.

A.2.11.3. Medical supplies are provided at each Medical Services Unit through a statewide medical supply vendor.

A.2.12. Dental Services

A.2.12.1. Dental services are provided at most of the facilities. At community centers and other locations where dental services are not available, the patient is transported to the nearest correctional center.

A.2.13. Mental Health Services

A.2.13.1. Outpatient psychological services, counseling, assessments, and group counseling are available at most of the facilities.

A.2.13.1.1. In emergency situations, psychologists will travel to necessary locations to provide consultation or perform evaluations.

A.2.13.2. Outpatient psychiatric services, consultation and medication management, are available to inmates at all facilities. In many instances the psychiatrists visit the different facilities, and in the more rural locations the inmates are transported to a host facility and/or utilize tele-psychiatry.

A.2.13.3. There are two (2) inpatient units, the Mental Health Unit at Joseph Harp Correctional Center and the Mental Health Unit at Mabel Bassett Correctional Center.

A.3. Mandatory Requirements

- A.3.1.** On an as-needed basis, the Vendor shall provide twenty-four (24) hours per day, seven days per week, staffing for temporary physicians, physician assistants, advanced practice nurses, dentists, optometrists, psychologists, and psychiatrists, collectively hereinafter referred to as temporary health care personnel, for the medical services units listed on Appendix D, as awarded. See Appendix E for job descriptions for each position.
- A.3.2.** Rates shall be in accordance with the flat rates that were proposed for each region on Appendix G-1 and G-2.
- A.3.3.** Vendor shall be responsible for ensuring that all time worked by temporary health care personnel assigned to ODOC facilities is documented using time sheets that include the date worked, times worked (start, break, meal, and end times), ODOC facility name, the temporary personnel's name and signature, and ODOC facility staff's signature verifying the number of hours worked.
- A.3.4.** No overtime, holiday or shift differential pay for temporary health care personnel will be paid. ODOC may agree to eight (8) or ten (10) hour shifts for a fixed number of days per week. ODOC may also commit to a time period, such as thirty (30), sixty (60), or ninety (90) days, that is mutually agreeable to all parties. It is the Vendor's responsibility to track individual hours and assign staff accordingly. ODOC will not be responsible for maintaining a record of hours worked for individuals. No overtime can be authorized by any ODOC employee.
 - A.3.4.1** All commitments for specified time periods shall require the approval of the Director of Rehabilitative Services prior to the beginning of the committed time period.
 - A.3.4.2** ODOC shall not pay for committed times of service when the temporary health care personnel are unable to work in the facility due to restrictions that have occurred after they began working for the approved, committed time.
- A.3.5.** Each ODOC facility correctional health services administrator (CHSA) or nurse manager will request temporary services directly from the Vendor to assign temporary health care personnel. Vendor should refer qualified health care personnel to the requesting CHSA for placement at the affected correctional center immediately. Vendor shall make every effort to refer a candidate for placement no later than forty-eight (48) hours of the request.
- A.3.6.** Temporary health care personnel shall be placed for the specific purpose of providing primary health care services to inmates within the scope of their licenses.
- A.3.7. Background Investigation:** ODOC shall ensure that each temporary health care personnel that is being considered for placement by the Vendor successfully passes the criminal background investigation. The Vendor shall provide the necessary information to ODOC to conduct the investigation. If the candidate fails to pass the ODOC background investigation, he/she will be excluded from further consideration for placement.
 - A.3.7.1.** Vendor shall provide the CHSA of the facility, when referring a temporary health care personnel for placement, a signed, legible copy of an Applicant Questionnaire and Background Investigation Form and Authorization to Release Information for Employment (ODOC Policy OP-110210).
- A.3.8. Licensure:** Vendor shall ensure that all temporary health care personnel are fully licensed in Oklahoma to provide primary medical care services, as applicable, and that their license is current and in good standing. Vendor shall provide the CHSA of the facility with a valid copy of the temporary health care personnel's current license.
 - A.3.8.1.** Vendor shall immediately discontinue the referral, placement, or assignment of any temporary health care personnel that has been determined to no longer be in good standing with the applicable licensing agency.

A.3.8.2. ODOC shall not pay for services provided by temporary health care personnel that work without a current license on file. If ODOC determines that payments were made for temporary health care personnel working without a current license, ODOC shall notify the Vendor of the overpayment and the Vendor shall either reimburse ODOC for the costs or apply a credit for the amount paid to future invoices.

A.3.8.3. Vendor shall be liable for payment of liquidated damages to ODOC if it is determined that in violation of contract provisions, a temporary health care personnel assigned by the Vendor is working at an ODOC correctional facility without a current license. Liquidated damages shall be equal to the amount of any fine, or penalty payment made by ODOC as a result of a temporary health care personnel working at an ODOC correctional facility without a current license, plus reimbursement of any legal cost.

A.3.9. Insurance:

A.3.9.1. Vendor shall ensure that all temporary health care personnel assigned are adequately insured with malpractice liability coverage. The Vendor shall provide ODOC evidence of malpractice liability insurance coverage for each temporary health care personnel who receives an assignment.

A.3.9.2. Contractor shall remain adequately insured for professional liability through private Medical Malpractice or Errors and Omissions liability insurance for the duration of this contract. Contractor agrees to maintain coverage in accordance with any limits required by law. If not required by law, Contractor shall maintain minimum coverage of \$1,000,000 per occurrence, and \$3,000,000 in the aggregate. Coverage shall also include unlimited defense coverage including attorney's fees and costs in addition to limits of liability.

A.3.9.3. Professional Liability Insurance, also known as Errors & Omissions Insurance is a form of liability insurance that helps protect professional advice- and service-providing individuals and companies from bearing the full cost of defending against a negligence claim made by an offender. The coverage focuses on alleged errors or omissions in the service or product sold by the Contractor/Policyholder. These would not be covered by a general liability insurance policy which addresses more direct forms of harm. Professional liability insurance may take on different forms and names depending on the profession. For example, in reference to medical professions it is called malpractice insurance, while errors and omissions (E&O) insurance is used by consultants, brokers and lawyers. Other professions that commonly purchase professional liability insurance include accounting and financial services, construction and maintenance (general contractors, plumbers, etc., many of whom are also surety bonded), and transport. Some charities and other nonprofits/NGOs are also professional-liability insured. Professional Liability Insurance coverage is required by ODOC for all contracts that involve medical treatment or diagnostic services and any other contract where professional standards have to be met or delivered in a workman-like manner.

A.3.9.4. Throughout the term of the contract, Vendor shall maintain all required insurance in full force and effect and shall ensure copies of renewed or changed policies are provided to ODOC within five (5) business days of renewal or change. Failure to do so may constitute a material breach of the contract.

A.3.10. Vendor shall ensure that all temporary health care personnel complete the ODOC DVD training at the Vendor's selected location prior to coming to an ODOC facility. The time spent in the training session will not be billable to the ODOC. The ODOC DVD provides required in-service training documents for temporary health care personnel to work at any ODOC facility. The DVD training document is approximately 200 pages in length and will be provided to the Vendor. Documentation of completed training shall be provided to the facility correctional health services administrator (CHSA) prior to assignment of a temporary health care personnel.

A.3.11. Vendor shall ensure that each of the temporary health care personnel assigned within ODOC facilities understands and agrees to practice within the constraints of current health care policies which represent standard protocols for medical care practice within the ODOC. Each temporary health care personnel assigned shall be responsible for knowing and understanding policy and protocol information.

- A.3.12.** ODOC shall have final approving authority for placement of personnel referred by the Vendor. The facility CHSA shall inform the Vendor of the acceptability of the temporary health care personnel assigned and maintain communications regarding performance and continuity of placement.
- A.3.13.** ODOC shall not be responsible for any living or travel expenses of the Vendor's health care staff including mileage for use of personal vehicles, lodging or meal expenses after placement.
- A.3.13.1.** ODOC may be able to provide lodging for temporary staff at North Fork Correctional Center in the Western Region at no additional cost to the Vendor during the days with scheduled shifts. The Vendor should provide alternate pricing for staffing that use ODOC lodging.
- A.3.14.** All necessary medical equipment, medical and office supplies, administrative functions, support staff, office space, telephones, and clerical services which relate to the specific performance of assigned health care staff shall be provided by ODOC. Related resources or work other than that specifically identified in this agreement shall be the sole responsibility of either the Vendor or his/her assigned health care staff.
- A.3.15.** Vendor shall comply with all laws, ordinances, regulations, and other requirements applicable to the work specified.
- A.3.16.** If at any time during the term of the contract ODOC secures the services of a Healthcare Delivery Organization (HDO) for scheduling positions at the facilities listed on Appendix D, the Vendor shall be required to work through the HDO for scheduling and billing. As a result, if necessary, ODOC will work with the awarded Vendor of this RFP to renegotiate rates.
- A.3.17.** Vendor shall not delete or change services specified in this contract without the written consent of ODOC. The Vendor shall submit a written request to the ODOC contract monitor, regarding such a request providing explanation as to its necessity.
- A.3.18.** ODOC shall reserve the right to add other inter-governmental contract locations such as Lindsay Municipal Hospital or other correctional facility locations located in the State of Oklahoma not listed in Appendix D or delete listed correctional center locations at its discretion during the period of this contract, under the same terms and conditions contained herein.
- A.3.19. Termination for Cause:**
- A.3.19.1.** Vendor may terminate the contract if (i) it has provided ODOC with written notice of material breach and (ii) ODOC fails to cure such material breach within ninety (90) days of receipt of written notice. If there is more than one customer, material breach by a customer does not give rise to a claim of material breach as grounds for termination by Vendor of the contract as a whole. Vendor's notice shall be delivered to ODOC in writing, with return receipt required. The address for the delivery is: ODOC Health Services Division, 2901 N. Classen Blvd., Suite 200, Oklahoma City, OK 73106.
- A.3.19.2.** ODOC may terminate the contract in whole or in part if (i) it has provided the Vendor with written notice of material breach, and (ii) Vendor fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- A.3.20. Invoicing:** Vendor shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted. The following terms additionally apply:
- A.3.20.1.** Vendor shall submit itemized invoices, per facility, on a weekly basis to the Health Service Division's accounting office. The invoice shall be electronically submitted to trsaccounting@doc.ok.gov.
- A.3.20.2.** The billing cycle shall commence on July 1, 2020.
- A.3.20.3.** The invoice heading shall include the Vendor's name, remittance address, and FEI number exactly as it appears in the contract. If the Vendor's remittance address is different from any corporate address included in its bid response, it shall include both addresses, clearly indicating which is for remittance purposes.

A.3.20.4. The itemized invoice shall include current charges for the applicable time period covered and each line item shall include the following:

- Date of Service
- Name of temporary staff
- Position type (Physician, Physician Assistant, Advanced Practice Nurse, Dentist, Optometrist, Psychologist, Psychiatrist)
- ODOC facility/work location
- Number of hours worked
- Contract unit price for each type of staff
- Extension of contract unit price by number of hours worked for each staff
- Current invoice total of all line items

A.3.20.5. With the submission of each invoice, Vendor shall also include copies of the time sheets that support the invoice. Time sheets shall include the following:

- Date worked
- Times worked (Start Time, End Time and Meal Breaks)
- Facility Name
- Employee Name and Signature
- Facility staff signature, verifying number of hours worked

A.3.20.6. All billing shall be in fifteen (15) minute increments (15 minutes = .25; 30 minutes .50; 45 minutes = .75; 8 minutes into the quarter hour will be considered a full quarter hour).

A.3.20.7. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

A.3.20.8. Payment of all invoices under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law. Should the ODOC Health Services Unit identify billing errors in an itemized invoice that has been submitted it will be returned to the Vendor for correction. The time clock for payment shall start over again when the corrected invoice is received by the ODOC Health Services Unit.

A.3.20.9. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

A.3.20.10. If an overpayment or underpayment has been made to Vendor any subsequent payments to Vendor under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Vendor.

A.3.20.11. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.

A.3.20.12. Vendor shall have no right of setoff.

A.3.20.13. Vendor shall accept payment by Purchase Card as allowed by Oklahoma law.