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Wednesday, February 06, 2013

RFP# 78416 – Correctional Health Services Addendum # 1

This Addendum is provided in response to questions asked by potential respondents during the Pre-Proposal Conference held January 22, 2013 and questions received in writing on January 25, 2013.

Clarification: Refer to Instructions to Offerors, page 21 of 42. Change “A. Project Plan (0-40 points for the three parts combined)” to “A. Project Plan (0-40 points for Part I and Part II combined). Section A of the Questionnaire does not include anything about Part III of Exhibit A.

Clarification: Refer to Attachment A1-1 – PCADC Population Data. The data contained herein includes Ajo, AZ detainees.

Clarification: Refer to Attachment B-5 – Responsibility for Operational Expenses, Medical Equipment. Note: The contractor is not responsible for Medical Equipment \$500 and over: New and Replacement.

Question 1: Refer to Attachment A1-9 – Offsite Services for PCADC: Please provide a breakdown by detainee for off-site costs.

Answer 1: ADD - Attachment A1-9.1 – Offsite Services for PCADC – Breakdown by detainee.

Question 2: Please provide a copy of the current inmate health services contract(s) for the Pima County Adult Detention Complex (PCADC) and Pima County Juvenile Detention Center (PCJDC), including any exhibits, attachments, and amendments.

Answer 2: To find the current health services contract for PCADC and PCJDC, go to the following link:

<http://www.pima.gov/public-eContracts/byvendor.asp>

In Step #1, Vendor Name, type “Conmed”. Hit Submit.

For documents processed under the current procurement system, implemented 7/1/2011, the contract versions with a picture of pages in the “DOC” column have attachments where you can view paper copies of documents. In the current procurement system, CT 12*0397 is the contract for PCADC and CT 12*0398 is the contract for PCJDC. Clicking on any of the document icons will take you to links for the documents for all amendments to that contract that have been processed in the current procurement system.

For example, clicking to the left of CT 12*0397-12 will take you to a list of the four amendments to CT-0397 which have been processed under the current system. You can identify which amendment the links correspond to by the number of pages provided below. If you want to only view the document,

click directly on the page icon, which will only allow you to view one page at a time. If you want to print the document, it is recommended that you click on the arrow to the right of the page icon and select “print”. Clicking on the arrow to the right and then choosing open document or print may take you to a log-in screen. If this happens, try again – you should be able to open the document without a user name or password.

The changes listed as versions of that contract where there is no paper document icon are immaterial outside of Pima County as they have to do with changes related to fiscal year turnover or a correction of how the contract was entered in the centralized system.

Documents prior to that time are referred to by a Synergen number (previous procurement system) as listed below.

For CT 12*0397 (PCADC contract), please refer to the following documents:

Original contract, Aug. 1, 2008: 141126-00 Synergen: <http://www.pima.gov/contracts/141126-00.pdf>

Amendment #1, Dec. 1, 2008: <http://www.pima.gov/contracts/141126-01.pdf>

Amendment #2, June 1, 2009: <http://www.pima.gov/contracts/141126-02.pdf>

Amendment #3, Dec. 1, 2009: <http://www.pima.gov/contracts/141126-03.pdf>

Amendment #4, July 1, 2011: <http://www.pima.gov/contracts/141126-04.pdf> (also listed in the current procurement system at the bottom of the list, 46 pages)

Amendment #5, Sept 20, 2011 CT 12*0397, 25 pages

Amendment #6, dated Dec. 13, 2011 CT 12*0397, 48 pages

Amendment #7, dated Dec. 18, 2012 CT 12*0397, 35 pages (this is the most recent amendment).

For CT 12*0398 (PCJDC contract), please refer to the following documents:

Original contract, Feb. 1, 2010: 142696-00 Synergen: <http://www.pima.gov/contracts/142696-00.pdf>

Amendment #1, June 1, 2010: <http://www.pima.gov/contracts/142696-01.pdf> (also listed in the current procurement system at the top of the list, 20 pages)

Amendment #2, June 30, 2012, 37 pages (this is the most recent amendment).

Question 3: Refer to Section 16.5 – Corrective Action Plans: Have any liquidated damages been imposed by the County? If yes, please provide the \$ amount and reason for assessed/paid liquated damages over the term of the contract.

Answer 3: There have not been any liquidated damages imposed related to Corrective Action Plans. Please see Attachment A1-23 (new) for liquidated damages related to Performance Indicators and Business Requirements for PCADC and Attachment A2-16 (new) for liquidated damages related to Performance Indicators and Business Requirements for PCJDC.

Question 4: Refer to Section 15.1 – Hiring Requirements for Health Care Staff. What type of orientation does the Sheriff /Court provide on their policies and procedures for all new health care services personnel hired by the Contractor and how often?

Answer 4: Sheriff: 3 hour initial training, including PREA, and one hour PREA training annually thereafter.
Court: 5 hour initial training (including 2 hours of PREA) and 2 hour annual training thereafter (including PREA).

Question 5: How many Corrections/Detention officers are in the trainings the healthcare Contractor is required to provide?

Answer 5: About 450 Corrections Officers at PCADC and 120 Detention Officers at PCJDC. We believe that this question is aimed at how many hours the Contractor will need to provide training. The 20 hours of training at PCADC and 30 hours of training at PCJDC stated in the RFP are the total hours of training required, not hours per individual. The Sheriff's department and Court will be responsible for scheduling their staff.

Question 6: What is the County's targeted award date for the contract?

Answer 6: We hope to have a recommendation for the award by March 29 and a signed award by the middle of May 2013.

Question 7: Are any of the facilities currently subject to any court orders or legal directives? If "yes," please provide copies of the order/directive.

Answer 7: Neither PCADC or PCJDC are subject to any court orders or legal directives regarding the operation of their facilities.

Question 8: With regard to lawsuits pertaining to inmate health care, frivolous or otherwise:

- How many have been filed against the County and/or the incumbent health care provider in the last three years?
- How many have been settled in that timeframe?

Answer 8: For PCADC: In the past three years there have been 13 claims. Six of these became lawsuits. There have not been any settlements.
For PCJDC: There have not been any lawsuits files regarding health care during this time period.

Question 9: Please provide current health service staffing schedules by facility, shift, and day of the week for the PCADC and PCJDC.

Answer 9: Please refer to Exhibit B-5 of contract # 12*0397 for the budgeted staffing schedule at PCADC and to Exhibit B.3 of contract #12*0398 for the budgeted staffing schedule at PCJDC.

Question 10: Please provide a listing of the current health service vacancies by position for each facility.

Answer 10: We do not have that information as the current healthcare provider is responsible for filling all vacancies.

Question 11: Are any members of the current health service workforce unionized? If yes, please provide the following.

- A copy of each union contract
- Complete contact information for a designated contact person at each union
- The number of union grievances that resulted in arbitration cases over the last 12 months

Answer 11: The current health service workers are not employees of Pima County. We do not have access to the information you are requesting. However, we can state that Arizona is a Right to Work state.

Refer to Solicitation 78416– Addendum 1

- Question 12: Please provide current wage/pay/reimbursement/seniority rates for incumbent health service staff at the PCADC and PCJDC.
- Answer 12: Refer to Exhibit B-6 and B-8 of contract #12*0397 for the budgeted staffing costs at PCADC and Exhibit B.3 of contract #12*0398 for the budgeted staffing costs at PCJDC. We do not have information on the wages actually paid to incumbent health service staff.
- Question 13: Please indicate (a) the age and (b) the source of this salary/rate information, e.g., County records, data from incumbent vendor, etc.
- Answer 13. See response to question 12.
- Question 14: Please confirm that the time health services staff members spend in orientation, in-service training, and continuing education classes will count toward the hours required by the contract.
- Answer 14: The time health services staff spends on-site in orientation provided by the Sheriff's department, the Court, or the healthcare provider will count toward the hours required for healthcare staff in the contract. Continuing education classes will not.
- Question 15: Please identify the current sub-contracted provider(s) of laboratory services at the PCADC and PCJDC.
- Answer 15: The current contractor utilizes Garcia Laboratory, however, contractors are not obligated to use this lab services provider. It is preferable that the lab services provider selected be able to transmit data electronically for use in both an electronic health record and for integration into the State health information exchange.
- Question 16: How are optometry services currently provided for PCADC detainees and PCJDC youths?
- Answer 16: The Contractor is only required to provide emergent optometry services. Any emergent optometry services that cannot be handled by a general practitioner are sent offsite.
- Question 17: How are dialysis services currently provided for PCADC detainees and PCJDC youths?
- Answer 17: Both adults and juveniles requiring dialysis services are sent off-site. At this time there is no on-site dialysis.
- Question 18: Please identify the number, type, and timeframes of any backlogs (e.g., chronic care clinics, offsite referrals, dental encounters, etc.) that currently exist at the PCADC or PCJDC.
- Answer 18: There are no backlogs of this type at either PCADC or at PCJDC at this time.
- Question 19: What level of acuity can the PCADC infirmary address onsite, e.g., IVs, tube feeding, etc.?
- Answer 19: The infirmary is able to handle IVs, dressing changes, wound vacs, CPAP machines, oxygen, unstable diabetics, and incontinent care. Tube Feedings can be done at the infirmary, though there has not been a need recently.
- Question 20: On average, how many inmates are housed in the 1-Sierra and 1-Alpha PCADC mental health units on a daily basis?

Refer to Solicitation 78416– Addendum 1

Answer 20: An average of 26 detainees are housed in 1 Sierra (Mental Health Unit) and an average of 33 in 1 Alpha (the sub acute MHU).

Question 21: Please provide the following information about medication administration.

- Who administers medications, e.g., RNs, LPNs, medical assistants?
- How long does it take to perform the average medication distribution process?

Answer 21: Medication is administered by LPNs, or RNs when needed. At PCADC, the average med-pass in the am takes 3.75 hours to pour medications and 2 hours to pass if there are five nurses, longer with four. The pm pass takes approximately 2 hours to pour and 1 hour to pass if there are four nurses. The number of detainees receiving medications and staffing impact the amount of time the passes take.

Question 22: Please provide copies of the following documents.

- a. The formulary currently in use at the PCADC/PCJDC
- b. A current pharmacy/formulary management report
- c. The Regional Behavioral Health Authority (RBHA) formulary
- d. The Arizona State Hospital (ASH) formulary

Answer 22:

- a. The formulary currently at use is that of the current healthcare provider who states that this information is proprietary.
- b. The pharmacy reports prepared by the Contractor's pharmacy are confidential. However, all of the information that will be required from the Pharmacy is summarized in Attachments A1-7 and A2-6.
- c. The formulary for CPSA (the current RBHA) is included in this Addendum as Attachment A1- 24 (new).
- d. We do not have the ASH formulary and have not had occasion to use this, since the last person sent to ASH returned in November 2010.

Question 23: Please provide monthly statistical data for each of the following categories.

- Number of trips to the emergency department
- Number of dialysis treatments

Answer 23: For PCADC, refer to lines 162 and 166 of Attachment A1-5. Emergency visits for PCJDC are listed on line 87 of Attachment A2-5. The Contractor is not financially responsible for any offsite care (which would include emergency room and dialysis treatments) for youth at the PCJDC.

Question 24: Please confirm that under the new contract, the Contractor will not be financially responsible for any of the following services.

- a. Neonatal or newborn care after actual delivery
- b. Cosmetic surgery, including breast reduction
- c. Sex change surgery (including treatment or related cosmetic procedures)
- d. Contraceptive care including elective vasectomy (or reversal of such) and tubal ligation (or reversal of such)
- e. Extraordinary and/or experimental care
- f. Elective care (care which if not provided would not, in the opinion of the Medical Director, cause the inmate's health to deteriorate or cause definite and/or irreparable harm to the inmate's physical status)
- g. Autopsies
- h. Any organ (or other) transplant or related costs, including, but not limited to labs, testing, pharmaceuticals, pre- or post-op follow-up care, or ongoing care related to a transplant, etc.
- i. Medications for the treatment of bleeding disorders, including, but not limited to Factor VIII and IX

Answer 24: The Contractor is not responsible for any procedure that is not medically necessary (including b, c, d or f above). The Contractor is also not responsible for the healthcare of anyone who is not a resident of the

PCADC or PCJDC, including newborns. Neither PCADC nor PCJDC would participate in extraordinary or experimental care. Autopsies are conducted by the County Medical Examiner and are not the responsibility of the Contractor. Organ or other transplants for PCADC detainees that are medically necessary and cannot wait until release are the financial responsibility of the Contractor up to the \$25,000 per episode limit. Please refer to Attachments A1-8 and A2-7 for a list of the outlier medications that would not be the financial responsibility of the Contractor.

Question 25: We are looking for the formula (or other methodology) that the County will use to evaluate, rank, and assign scoring points to bidders' prices. For example, a formula commonly used in other correctional health care bid evaluations is as follows.

$$\frac{\text{Lowest price of all proposals}}{\text{Price of proposal being evaluated}} \times \# \text{ points possible for Price component} = \text{Price Score}$$

How will the County assign scores and/or relative ranking to bidders' submitted prices?

Answer 25: The formula you describe above will be used to calculate three scores, the sum of which will represent the 30 points Price Score as follows:

- a. The total basic service fees for PCADC (line 11 of Worksheet 1), PCJDC (line 11 of Worksheet 2) and Psychological Services for the Sheriff's Department (line 3 of Worksheet 3) will be added together for a single Basic Service Fee. This sum will represent the "price of proposal being evaluated" in your formula above. A total of 25 points will be the "# of points possible for Price component".
- b. The "additional per diem ... for each detainee day in which the monthly ADC (ADP) is above 2,100" (line 12 of Worksheet 1) will represent 2.5 points, with the lowest price per detainee day being awarded 2.5 points.
- c. The "per diem credit... for each detainee day in which the monthly ADC (ADP) is below 1,900" (line 13 of Worksheet 1) will represent 2.5 points, with the highest amount per detainee day being awarded 2.5 points.

Question 26: Is the County willing to consider alternatives — such as holding a portion of the successful Vendor's payment or establishing a reserve fund — to the performance bond described in the RFP? The expense associated with implementing a performance bond as security is exorbitant, and will add unnecessarily to the contract price.

Answer 26: The County is willing to consider alternatives, but you must also bid with the performance bond as described in the RFP.

Question 27: Please confirm that a bid bond is required, and the amount thereof.

Answer 27: No bid bond is required.

Question 28: Please indicate the type and amount of performance guaranty provided by the incumbent health services contractor under the current contract.

Answer 28: Please refer to contracts 12*0397 and 12*0398.

Question 29: Please indicate the order of precedence among the solicitation documents (e.g., the RFP, initial responses to questions, subsequent responses to questions, exhibits and attachments, etc.) so that in case of contradictory information among these materials, bidders know which of the conflicting data sets to use to create their narratives and calculate their prices.

Answer 29: The order of precedence is:
Most recent addendum to the RFP
Previous addendums to the RFP
Original RFP document in the following order:
Instructions to Offerors
Appendices
Narrative portions of Exhibits A, B and C
Attachments to Exhibits A and B

Question 30: With regard to §10.4 on Page 26 of 57 in the PCADC specifications, is there a Substance Abuse Recovery Services Program currently in place? If so:

- Who administers the program, the County or the incumbent vendor?
- Please provide a more detailed definition and some examples of the “evidence-based treatment interventions” referenced in this section.

Answer 30: The incumbent vendor administers a Substance Abuse Recovery Services Program at PCADC. This program consists of two full time substance abuse therapists who round each pod and screen all detainees for this service. For detainees interested in participating there are groups and individual sessions available. The groups consist of five sessions and those who attend all five receive a certificate of completion. In addition, AA and NA programs operate at PCADC by volunteers from the faith-based community.

Question 31: With regard to §10.5.1 on Page 26 of 57 in the PCADC specifications, please describe the current process for “identify(ing) and track(ing) detainees who are booked with an existing petition as defined in ARS 36-501 to be sure they receive timely evaluations...”

Answer 31: The current contractor has a process in place to interface with the local Regional Behavioral Health Authority (RBHA) to determine which detainees are currently enrolled for services and which of those may have an active Title 36 civil commitment process. The sheriff’s department staff is involved in this process also. The process is activated at the time of booking, and the local RBHA provides necessary medical information to the healthcare vendor to ensure continuity of care, including notifying the vendor of pending evaluations that need to be completed.

Question 32: Similarly, with regard to §4.2.a on Page 6 of 46 in the PCJDC specifications, please describe the current process for “identify(ing) youth who are or have been enrolled in the Regional Behavioral Health Authority (RBHA) responsible for providing behavioral health services in Pima County and, if they are enrolled, whether they are diagnosed with a Serious Emotional Disorder (SED), and which agency is assigned to provide behavioral health services.”

Answer 32: At PCJDC, if the youth responds at intake that s/he receives behavioral health services, they will call the community service provider for information on the youth. If the youth reports that s/he does not receive behavioral health services, no call is made unless staff has knowledge from a previous visit that they do have behavioral health needs.

Question 33: With regard to §11.1 on Page 31 of 57 in the PCADC specifications, please provide a list of “community providers that will accept rates equal to the AHCCCS rates currently paid by the COUNTY” and indicate whether the incoming vendor will be able to assume these contracts and obtain the same rates.

Answer 33: Arizona Revised Statutes, Section 31-165 provides the rate structure for both inpatient and outpatient services provided to those in a “county jail”, which are AHCCCS (Medicaid) rates. Therefore, neither Pima County nor the current contractor maintains contracts for these services with local providers. It is the responsibility of the Contractor to locate a provider of needed services, and it is the responsibility of the County to pay the resulting claim. There are several providers around town that will accept inmates as patients, due in part to quick payment of claims by the County, including University of Arizona Medical Center – South Campus (formerly called University Physicians Hospital), which offers a variety

of outpatient clinic services. The County values the relationships that have been built over the years with community vendors that provide offsite services to PCADC inmates.

Question 34: Please provide contact information (phone and email) for a primary contact at each of the following agencies, as referenced in §12.1 on Page 32 of 57 in the PCADC specifications.

- Regional Behavioral Health Authority (RBHA)
- Veterans Affairs (VA)
- Arizona Long Term Care System (ALTCS)
- Tribal Regional Behavioral Health Authority (TRBHA)
- Indian Health Services

Answer 34: This information will be provided to the agency to which the contract is awarded.

Question 35: With regard to §16.3 and §16.3.3 on pages 42-44 of the PCADC specifications (pages 33-35 of the PCJDC specs), please clarify how the Contractor's Continuous Quality Improvement (CQI) program and the County's Quality Assurance/Performance Improvement (QA/PI) program will interact with each other, as they seem to be redundant.

Answer 35: Contractor will be required to maintain NCCHC accreditation, which includes a minimum CQI program. The County's QA program will collaborate with the Contractor on these requirements. In addition, the County reserves the right to conduct quality assurance audits as the Chief Medical Director deems necessary and may require from the Contractor Corrective Action Plans to address any findings.

Question 36: With regard to §6.2.3 on Page 10 of 46 in the PCJDC specifications, please identify the current pediatric dentist who provides services at the facility.

Answer 36: At this time, the dentist from PCADC, who is on staff with the incumbent healthcare provider, visits PCJDC twice a month to conduct 60 day exams.

Question 37: Please provide the dollar amount spent on all offsite expenditures broken down per inmate and by inpatient, outpatient, and emergency room services. Also, please specify each inpatient amount by the responsibility of the Contractor and AHCCCS.

Answer 37: Please refer to Attachment A1-9.1 for data on offsite expenditures broken down by inmate. Part b of this attachment is data for claims that were not eligible for AHCCCS and part c corresponds to claims that qualified for the Federal Financial Participation (AHCCCS eligible). Identifying inpatient, outpatient and ER services will require running and formatting a new report. Rather than delay issuing this Addendum further, we will add this report to Addendum 2.

Question 38: Will the County please clarify who is financially responsible to remove and dispose of hazardous waste (Contractor or County)? (RFP Exhibit A, Part II, PCJDC, Section 7.5 Hazardous Waste and Attachment B-5, Responsibility for Operational Expenses, Housekeeping – Removal and Disposal of Hazardous Waste.)

Answer 38: The County assumes responsibility for removal and disposal of hazardous waste at both PCADC and PCJDC. Attachment B-5, Responsibility for Operational Expenses, has been revised to reflect this.

Question 39: How many times did the current contractor exceed pharmacy costs of \$25,000 PIPY? Please provide the dollar amount spent on all pharmacy expenditures broken down per inmate.

Answer 39: We do not receive a breakdown of pharmacy costs by inmate except for the Outlier Medications, however it is doubtful that any individual's costs would have exceeded \$25K other than outlier

Refer to Solicitation 78416– Addendum 1

medications. Rather than further delay publication of this Addendum, the County will include a report by inmate of outlier medications in Addendum #2 to this RFP.

Question 40: Please clarify if the base ADP pricing of 2,000 includes the number of juveniles. If not, please provide an ADP to base juvenile pricing on.

Answer 40: The base ADP of 2,000 is for PCADC only. It includes only the remanded juveniles that are housed at PCADC, not the youth housed at PCJDC.

Please use an ADP of 56, the average ADP in 2012, for your pricing at PCJDC.

All other terms and conditions not changed by this Addendum remain the same.

Attachments:

Attachment B-5 Responsibility for Operational Costs Revised Addendum 1

Attachment A1-9.1 – Claims Data by Detainee

Attachment A1-23 – Liquidated Damages

Attachment A1-24 CPSA Formulary

Attachment A2-16 – Liquidated Damages

Sincerely,
Jennifer Moore, CPPB