# LAFOURCHE PARISH SHERIFF'S OFFICE



October 4, 2024@ 10:00 AM

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RFP Title	Medical, Dental, and Mental Health Services
RFP Start Date	August 26, 2024
RFP End Date	October 4, 2024
RFP Contact	Vicky Hebert Purchasing Manager Purchasing 985-449-4436 <u>vicky-hebert@lpso.net</u>

#### **RFP** Comments

The Lafourche Parish Sheriff's Office (LPSO) is requesting **ELECTRONIC PROPOSALS** for **medical, dental, and mental health services** from qualified firms to provide **comprehensive correctional health care services** to incarcerated individuals at the Lafourche Parish Correctional Complex (LPCC) located at 2594 Veteran's Blvd., Thibodaux, Louisiana 70302, and the Transitional Work Program (TWP) located at 1156 Highway 90 East, Raceland, Louisiana, 70394.

ELECTRONIC RESPONSES will be received until October 4, 2024, at 10:00 AM CST, at which time they shall be opened at Lafourche Parish Sheriff's Office, 200 Canal Blvd., Thibodaux, LA 70301, (985) 449-4436.

#### NO RESPONSES WILL BE RECEIVED AFTER 10:00 AM CST.

The attached document contains a description of the services to be rendered and the qualifications required to be met.

**Proposals are to be submitted ELECTRONICALLY online at <u>www.publicpurchase.com</u>. By submitting an electronic response, you MUST attach the required forms listed on the RFP Checklist form. Before submittal, verify that <u>all required forms</u> on the RFP Checklist are completed and <u>included with submission</u>. (See Checklist on page 6.)** 

#### **RESPONSES WILL NOT BE ACCEPTED IN PAPER FORMAT.**

*Responses submitted electronically must, when required, include a digital signature as required by Louisiana State Law.* 

#### **Attachments**

Scope of Work Attachment A – Insurance Requirements Attachment B – Business Associate Contract Agreement Attachment C – Company Profile and Qualifications (see page 13 for details) Attachment D – Sample Suicide Prevention Program (see Section 5.5.13)

Publish Date: August 26, 2024 & September 9, 2024

## 1. GENERAL TERMS AND CONDITIONS

**ELECTRONIC PROPOSALS** are to be received by the Lafourche Parish Sheriff's Office Purchasing Department, 200 Canal Blvd., Thibodaux, LA 70301, until the date and hour specified on the **"RFP Comments"** section of this solicitation, at which time they will be opened. **Late responses will not be accepted.** 

Read the entire solicitation. All responses submitted are subject to these general terms and conditions and any special conditions and specifications contained herein, all of which are made part of a response to this solicitation for statements of qualifications.

By utilizing the **RFP Checklist**, provided in this solicitation, you will ensure that your response is in compliance with the Lafourche Parish Sheriff's Office's requirements.

#### Submittal of Statements of Qualifications

In accordance with LRS 38:2212.1(4) (a), the Lafourche Parish Sheriff's Office offers respondents the ability to respond to this solicitation **electronically**. Responses will be accepted in **electronic** form online at www.publicpurchase.com. Firms interested in submitting a response electronically must register through publicpurchase.com (fees may apply).

*Responses submitted electronically must, when required, include a digital signature as required by Louisiana State Law.* 

<u>This solicitation has been designated as an Electronic Solicitation only</u>. RESPONSES WILL NOT BE ACCEPTED IN PAPER FORMAT.

The respondent is solely responsible for the timely delivery of its response to this solicitation. Failure to meet the deadline date and time shall result in rejection of the response.

#### **Calendar of Events** Release of RFP August 26, 2024 September 13, 2024 at 10:00 AM CST Mandatory vendor site visits Deadline for vendor questions September 20, 2024 Answers to questions September 27, 2024 Deadline for submission October 4, 2024 by 10:00 AM CST Initial proposal evaluation October 11, 2024 – October 18, 2024 Oral presentation October 25, 2024 October 25, 2024 Final proposal evaluation (same date as oral presentation) Negotiations, if required November 1, 2024 Notice to Proceed and Regret Letters November 20, 2024 Award of contract (date contract begins) February 1, 2025

# NOTE: Lafourche Parish Sheriff's Office reserves the right to revise this calendar. Revisions before the submission deadline, if any, will be formalized by the issuance of an addendum to this solicitation.

#### Inquiries

The Sheriff's Office shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The Sheriff's Office reasonably expects and requires responsible and interested respondents to conduct their indepth review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested respondents to perform a detailed review of the solicitation and to submit any written inquiries relative thereto. *Without exception,* all inquiries MUST be submitted in writing by an authorized representative of the respondent, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in the Calendar of Events section of this solicitation. Only those inquiries received by the established deadline shall be considered by the Lafourche Parish Sheriff's Office. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, email, hand, or fax to:

Lafourche Parish Sheriff's Office Attention: Vicky Hebert P. O. Box 5608 Thibodaux, LA 70302 Email: <u>vicky-hebert@lpso.net</u> Phone: (985) 449-4436 / Fax: (985) 447-1854 Only the person identified above, or their designee, has the authority to officially respond to a respondent's questions on behalf of the Sheriff's Office. Any communications from any other individuals are not binding to the Sheriff's Office.

An addendum will be issued and posted at <u>www.publicpurchase.com</u> to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all solicitation documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any respondent as a result of any oral discussions with any Sheriff's office employee or consultant. It is the respondent's responsibility to check the Public Purchase website frequently for any possible addenda that may be issued. The Lafourche Parish Sheriff's Office is not responsible for a respondent's failure to download any addenda documents required to properly submit a response to this solicitation.

#### **Insurance Requirements**

See Attachment A for insurance requirements.

Any person requiring special accommodations to participate in this procurement activity must notify the Lafourche Parish Sheriff's Office Purchasing Department, in writing, not later than seven (7) days prior to the deadline for submission to discuss their particular needs.

#### **Right to Reject**

The Lafourche Parish Sheriff's Office reserves the right to reject any and all proposals in whole or in part and to waive any and all formalities in the best interest of the Lafourche Parish Sheriff's Office. Lafourche Parish Sheriff's Office has the right to prohibit awards with individuals convicted of certain felony crimes.

#### **Cancellation of Contract**

Respondents are advised that, if they are selected, the Lafourche Parish Sheriff's Office has the right to terminate a contract immediately for any of the following reasons: (a) misrepresentation by the contractor; (b) contractor's fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the Lafourche Parish Sheriff's Office; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by contractor toward an employee or agent of the Sheriff's Office; (e) contractor's intentional violation of the public bid law and its corresponding regulations; or (f) any reason for debarment.

Lafourche Parish Sheriff's Office or the contractor may terminate the contract for convenience at any time by (a) giving thirty (30) days written notice to the other or (b) negotiating with the contractor an effective date. The Sheriff's office will pay contractor for, if applicable, transaction-based services up to the date of termination to the extent the work has been performed satisfactorily.

Lafourche Parish Sheriff's Office has the right to terminate the contract for cause by giving thirty (30) days written notice to the contractor of such termination for any of the following nonexclusive reasons: (a) failure of the service to meet specifications or (b) any other breach of contract.

#### **Governing Law, Venue**

All disputes will be governed in accordance with the laws of the State of Louisiana. All issues shall be resolved in the 17<sup>th</sup> Judicial District Court, Lafourche Parish, Louisiana.

#### Indemnity

Respondents are advised that, if selected, the Firm will be required to agree, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the Sheriff's Office, its officers, its agents, or its employees from and against all claims and actions for bodily injury, death, or property damages caused by the fault of the Firm, its officers, its agents, or its employees.

The selected Firm will be obligated to indemnify only to the extent of the fault of the Firm, its officers, its agents, or its employees. However, the selected Firm shall have no obligation as set forth above with respect to any claim or action from bodily injury, death, or property damages arising out of the fault of the Sheriff's Office, its officers, its agents, or its employees.

#### **Anti-Lobbying and Debarment Act**

The contractor will be expected to comply with federal statutes in the Anti-Lobbying Act and the Debarment Act.

Certification of no federal suspension or debarment.

Respondents must certify that their company, any Subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "audit requirements in Subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed at <u>https://www.sam.gov</u>.

The selected firm and its subcontractors will be required to be registered in the System for Award Management (SAM) prior to contract execution.

In accordance with Louisiana Law, all corporations (see LA R.S. 12:262.1) and Limited Liability Companies (see LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State.

#### **Contractual Period**

The Lafourche Parish Sheriff's Office intends to award this contract for an initial period of twentyfour (24) months, with the option to renew for three (3) additional twelve (12) month periods at the same prices, terms, and conditions. The contract shall not exceed sixty (60) months in total.

#### **Vendor Self-Service**

When contractor receives an intent to award, before an award can be made, you will need to register as a vendor with Lafourche Parish Sheriff's Office through Vendor Self-Service at <a href="https://identity.tylerportico.com/">https://identity.tylerportico.com/</a>.

#### **RFP** Checklist

Check off each line. Items in **bold** are required to be returned as part of your Bid submission.

□ Signed Instructions to Vendors form

□ Signed Proposal "Signature Form" and proof of signature authority

□ Vendor has read the "General Terms and Conditions"

□ Vendor has completed and attached W9

□ Vendor has read Insurance Requirements (Attachment A)

☐ Vendor may include a copy of "Certificate of Insurance" naming Lafourche Parish Sheriff's Office as an additional insured and the certificate holder

□ Vendor has read and signed the HIPAA Business Associate Contract Agreement (Attachment B)

□ Vendor has included Attachment C – Company Profile and Qualifications

□ Vendor has included Attachment D – Sample Suicide Prevention Program

#### **Signature Form**

In compliance with the Request for Proposal and subject to conditions thereof, the undersigned offers and agrees that the bid be accepted and to furnish any and all items at the prices set opposite each item. **Bidder agrees that offer is valid for sixty (60) days.** 

Please **PRINT** the below information:

Legal Company Name:\_\_\_\_\_

Individual With Signature Authority:

Written Authority to Sign Bid:

Signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the Secretary of State.

Signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.

The legal entity has filed in the appropriate records of the Secretary of State of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

Signature:	Date:	
(Individual with Signature Authority)		
Printed Name of Individual:		
Title:		
Mailing Address:		
Email Address:		
Phone Number:		

ABBREVIATIONS USED IN THIS RFP		
ACA	American Correctional Association	
AED	automated external defibrillator	
ALDF	Adult Local Detention Facilities	
CPR	cardiopulmonary resuscitation	
CQI	continuous quality improvement	
DEA	Drug Enforcement Administration	
DON	director of nursing	
DOT	directly observed therapy	
EHR	electronic health record	
HIPAA	A Health Insurance Portability and Accountability Act	
HSA	health services administrator	
КОР	keep-on-person program	
LPCC	Lafourche Parish Correctional Complex	
LPSO	Lafourche Parish Sheriff's Office	
MAR	medication administration record	
MAT	medication-assisted treatment	
NCCH	C National Commission on Correctional Health Care	
RFP	request for proposal	
TWP	Transitional Work Program	

### 2. BACKGROUND

Lafourche Parish, Louisiana, has a population of approximately 95,870 citizens. The Lafourche Parish Correctional Complex (LPCC), opened in 2019, is a 678-bed, direct supervision facility that is operational 24 hours per day, 365 days per year. The facility contains direct and indirect supervision housing units and an infirmary/medical housing unit. The health care clinic offers space for medication services, X-ray services, patient examinations including space to accommodate telehealth services, individual counseling, dental services, laboratory services, inmate waiting/restroom, linen storage, biohazard waste storage, janitorial storage, health staff offices, breakroom, and restroom. The average daily population at the LPCC for 2024 is 660 inmates.

The Transitional Work Program (TWP), located in Raceland, Louisiana, exists through an agreement with the Louisiana Department of Public Safety and Corrections and offers soon-to-be released inmates the opportunity to earn wages to assist in the transition to life outside of prison. Inmates may be employed at shipyards, offshore, or as sanitation workers. Assignment to a program is a privilege after a careful screening process. The average daily population is approximately 90 male inmates, with the capacity to accommodate 168 individuals. A new, temporary TWP facility consisting of 14 living quarters, dining halls, intake, laundry, and space for administration, programming, and medical services.

The vision and mission of the Lafourche Parish Sheriff's Office (LPSO) is to provide and ensure a safe, secure, efficient, and constitutional new-generation facility. The facility shall serve and protect the community, the staff, and the inmates while seeking to return a productive citizen to the community using technology, innovation, and comprehensive rehabilitation and reentry initiatives. LPSO staff live primarily in Lafourche and surrounding parishes.

The LPCC shall provide a humane parish-wide confinement facility for inmate intake, pretrial detainees, and sentenced inmates. The facility shall be operated in compliance with the Constitution; federal, state, and local laws; controlling jurisprudence; Department of Corrections' rules and regulations; and appropriate professional standards, customs, and practices.

The LPCC shall work toward the accomplishment of these goals through innovative, credible, and reliable strategies to include programs, services, and opportunities in the following areas: education, health care, jail ministry and religion, drug and alcohol use and dependency, family support systems, domestic violence, technical and vocational training, and other meaningful alternatives.

## **3. PROJECT PURPOSE AND OBJECTIVES**

The LPCC seeks a vendor to provide a comprehensive, ethical, humane, cost-effective program of medical, dental, and mental health services consistent with the community standard of care to all inmates under the care and custody of the Sheriff's Office. Offerors are responsible for all requirements and responsibilities outlined in the Scope of Work and specifications.

The LPSO intends to award this contract for an initial period of twenty-four (24) months, with the option to renew for three (3) additional twelve (12) month periods upon a ninety (90) day advanced written notice at the same prices, terms, and conditions herein. The contract shall not exceed sixty (60) months in total. The LPSO intends to enter into a contract with the vendor effective at 12:01 a.m. on the 1<sup>st</sup> of February in 2025.

The purpose of the Request for Proposal (RFP) is to provide comprehensive care and treatment starting at intake and being maintained throughout incarceration with an open and collaborative relationship with the LPCC and other contracted and noncontracted services staff.

Comprehensive health care services at the LPCC and TWP shall be delivered using the following objectives:

- Operate health care services in an ethical and humane manner with respect to the inmate's right to basic health services. Services are to be provided to any inmate within the LPCC and the TWP.
- Operate health care services to meet all legal and community standards for correctional health care and be consistent with current editions of national correctional health care standards.

- Maintain the facility's current accreditation from the American Correctional Association (ACA) using the most recent edition of the Performance-Based Standards and Expected Practices for Adult Local Detention Facilities (ALDF) throughout the life of the contract.
- Adhere to future revisions or addendums to correctional health care standards no later than six (6) months after their publication. Where the standards conflict with any other requirement in this RFP, the vendor shall adhere to the latter.
- Operate in compliance with all federal, state, and local laws, ordinances, and regulations, the Prison Rape Elimination Act (PREA), the Americans with Disabilities Act (ADA), and any applicable state-mandated jail or Department of Corrections standards and federal contract guidelines for health care.
- Operate in compliance with any such requirements that do not exist now but are imposed during the life of the contract with the vendor.
- Regularly monitor compliance with all applicable laws, ordinances, regulations, and standards.
- Operate the health care program in a cost-effective manner with full reporting and accountability to the LPSO chain of command, including the Warden, Sheriff, or their designee(s) who will serve as the official representative of this RFP and subsequent contract.
- Operate the health care program at full staffing and use only licensed (Louisiana), certified, and professionally trained personnel. The successful bidder will agree to interview any current jail health care employees for proposed positions. The LPSO will have final approval rights for all proposed hires and reserves the right to bar any vendor employee from the facility at the sole discretion of the LPSO.
- Operate the health care program providing comprehensive services that are legally defensible and that meet applicable laws, ordinances, regulations, and standards. Vendors shall elaborate on their specific plan for providing services included in, but not limited to, the scope of work outlined in this RFP.

The successful bidder will be responsible for providing nursing, provider (including physician), mental health, and dental services in accordance with the scope of work; electronic health records; telehealth services; medication services; formulary and nonformulary pharmaceuticals; on-site services including radiology, laboratory, ultrasound either through use of current permanent equipment or mobile services; non-capital medical equipment, medical supplies, office supplies, and the safe collection and disposal of all medical and biohazard waste.

The successful bidder will be responsible for arranging the delivery of all medically necessary outside services including emergency room visits, in-patient medical stays, and scheduled specialty care. The provider will be responsible for negotiating lowest rates not to exceed Medicare/Medicaid rates with community providers, maintaining a list of approved providers, and utilization management services, in accordance with Department of Corrections and U.S. Marshals Service guidelines, for all external contracted care. Third party services may be utilized in negotiation of rates.

The successful bidder will be responsible for providing first aid and other emergency care within its current capabilities to any staff, volunteers, visitors, or any other nonresident individuals on LPCC and/or TWP property if the emergency occurs when vendor staff are on premises, and until such time as community emergency services assume responsibility for the patient's care.

The successful bidder is responsible for outlining a transition plan that includes the continuity of the following personnel and/or services:

- Recruitment/retention of current and new staff
- Subcontractors and specialists
- Hospital services
- Pharmaceutical, laboratory, radiology, dental services, and supplies
- Identification and plan for assuming existing medical care cases
- Equipment and inventory
- Health record management
- Orientation of new staff
- Coordination of transition
- Collection and maintenance of documentation required for accreditation
- Prior credentialing, training records, and peer reviews of all retained staff

#### **Inmate Demographics**

- LPCC
  - $\circ$  599 adult males
  - o 77 adult females
  - 1 juvenile male
  - o 0 juvenile females
- TWP
  - 168 adult males
  - TWP does not house females
- Average age: males, 37 years old; females, 37 years old
- Classification categories and percentages
  - Pretrial detainees, 47.6%
  - Federal inmates (maximum of 39), 5.3%
  - Department of Corrections inmates (40.0%)
  - $\circ$  TWP work release (7.1%)
- Custody levels
  - Maximum security, 32
  - Medium security, 616
  - Minimum security, 86

- Race/ethnicity
  - White, 385
  - African American, 339
  - Native American, 0
  - Hispanic, 0
  - o American Indian or Alaska Native, 9
- Number of admissions for previous 12 months as of March 5, 2024: 2,763
- Number of releases for previous 12 months as of March 5, 2024: 2,747
  - Releases transferred to the state Department of Corrections or federal facilities: 645
- Average length of stay: 6 months

#### Health Care Utilization Data

Category	2021	2022	2023
Sick call requests received	912	1529	1339
Nursing encounters	1192	2988	4063
Physician encounters	621	781	1220
Provider encounters	459	565	697
On-site dental encounters	223	411	509
Mental health professional encounters	529	556	719
Psychiatric encounters	169	159	186
Number of medications administered	5377	7171	6292
Emergency room visits	51	102	62
Inpatient hospital days	12	16	9
Outpatient surgeries	5	2	8
Off-site specialty referrals	62	90	155
On-site X-rays	241	329	301
Off-site X-rays/scans	37	24	13
Number of patients with chronic disease	300	168	168
Number of patients treated for hepatitis C	0	17	22
Number of patients with mental illness	330	303	277

## 4. PROPOSAL CONTENT/FORMAT

To be considered responsive, proposals should address all items identified in this section. **Please note:** Some items require that the vendor provide a detailed response that may include attachments. Failure to provide a complete response may be grounds for rejection of a proposal. Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the vendor's ability to provide the services that can best satisfy the requirements herein and meet the needs of the LPSO. Elaborate or unnecessarily lengthy responses and attachments are discouraged.

#### **Cover Letter/Signature on Proposal**

A cover letter, which shall be considered an integral part of the proposal, shall be signed by the individual(s) who is/are authorized to bind the vendor contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address(es), telephone number(s), and email address(es).

#### **Company Profile and Qualifications**

Vendor must provide a company profile (Attachment C). Information provided shall include:

- Name and address of responding vendor, including any previously used names
- Federal ID number
- Unique Entity Identifier
- Legal structure of the vendor (e.g., corporation, LLC)
- Length of time vendor has provided correctional health care services described in this RFP to detention and/or correctional facilities, including work programs, within the past five (5) years
- Length of time vendor has provided correctional health care services described in this RFP to detention and/or correctional facilities with a population fewer than 800 inmates
- An average of the percentage of inmates treated on-site vs. average number of inmates sent for off-site care in the vendor's current facilities with a population of fewer than 800 inmates
- Names of current facilities accredited by ACA and the National Commission on Correctional Health Care (NCCHC), including history of preparing facilities for initial and reaccreditation audits/surveys
- Number of employees
- Contact information for person authorized to contractually obligate the vendor
- Contact information for the person administratively responsible for the proposal
- Name and contact information for subconsultants that will work for the vendor
- Description of services to be provided

- Disclosure of all investigations or litigation related to allegations of substandard work, unethical or illegal practices, and resolution to the matters
- Disclosure of any instances of early termination of a contract for correctional health services
- Approach and methodology for transition into a new contract
- Amount of time vendor requires for contract start-up
- Ability and capacity to conform to the LPSO timeline

#### **Personnel Qualifications**

Identify key personnel and their position within the organization.

Provide a resume detailing the experience, level of expertise, and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day-to-day requirements of the LPCC and TWP. If support personnel are not yet known, provide qualifications and job descriptions of people who fill the same roles in other client facilities.

If you plan to subcontract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned and their position, qualifications, and representative experience. If not yet known, provide qualifications and job descriptions of people who fill the same roles in other client facilities.

#### **Financial Statement**

Offerors must provide financial statements or annual reports for the previous three (3) years. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

#### References

A minimum of three (3) references are to be submitted showing the ability to handle the requirements of this RFP. References are to include names and phone numbers of contact persons. Information provided shall include:

- Client name
- Project description
- Project dates (starting and ending)
- Dollar value
- Current accreditation status including name(s) of accrediting bodies
- Staff assigned to reference engagement who will be designated for work per this RFP
- Client project manager name and telephone number

# 5. SCOPE OF WORK

<b>Content Area</b>	Content
5.0	Overview and Access to Health Care
5.1	Administration of the Health Care Program
5.1.1	Staffing Requirements
5.1.2	Meetings and Reports
5.1.3	Policies and Procedures
5.1.4	Continuous Quality Improvement Program
5.1.5	Health Records
5.1.6	Health-Related Grievances
5.1.7	Mortality Review
5.2	Health Care Safety Promotion
5.2.1	Health Education
5.2.2	Infectious Disease Prevention and Control
5.2.3	Employee Health
5.2.4	Periodic Examinations
5.2.5	Communication
5.3	Personnel and Training
5.3.1	Personnel Qualifications
5.3.2	Peer Reviews
5.3.3	Orientation and Professional Development
5.4	Ancillary Health Care Services
5.4.1	Pharmaceutical Services
5.4.2	Health Care Equipment and Supplies
5.4.3	Diagnostic Services
5.4.4	Emergency Services
5.4.5	Hospital and Specialty Care
5.5	Patient Health Care Services
5.5.1	Privacy of Care
5.5.2	Telehealth Services
5.5.3	Intake and Transfer Screening
5.5.4	Treatment Planning
5.5.5	Health Appraisals
5.5.6	Nonemergency Clinical Services (Sick Call)
5.5.7	Continuity of Health Care
5.5.8	Chronic Disease and Special Needs Management
5.5.9	Infirmary-Level Care
5.5.10	Management of Chemical Dependency

5.5.11	Pregnancy Management
5.5.12	Management of Terminally Ill Patients
5.5.13	Mental Health Services
5.5.14	Dental Services
5.5.15	Health Care Management of Inmates in Restrictive Housing
5.5.16	Release From Custody Planning
5.6	Accreditation

#### 5.0 Overview and Access to Health Care

The vendor's responsibilities are to be carried out in accordance with the objectives previously described and in accordance with the most recent editions the ACA's Performance-Based Standards for Adult Local Detention Facilities.

All inmates in the care and custody of the LPCC and TWP shall have unimpeded access to care to meet their medical, dental, and mental health needs, including prevention and health education.

The vendor shall work with the LPSO staff to identify and eliminate any unreasonable barriers to inmates receiving health care.

All inmates shall be informed orally and in writing, in a language easily understood by the inmate, of the following:

- How to access emergent and nonemergent medical, dental, and mental health services
- The health care grievance process
- The LPSO's fee-for-service program

The vendor is responsible for arranging all interpretation services to eliminate communication barriers between inmates and health staff. The most common languages spoken by LPCC inmates are English and Spanish.

#### 5.1 Administration of the Health Care Program

#### 5.1.1 Staffing Requirements

Based on the vendor's evaluation of the information provided in the RFP and on-site tours, the vendor is asked to propose their suggested staffing plan for the facilities that ensures the timely completion of all work required based on expectations of this RFP and ACA standards. Staffing plans must include qualified health care professionals on-site twenty-four (24) hours per day, seven (7) days per week including holidays at the LPCC, and a full-time qualified

health care professional Monday through Friday at TWP. The plan must also include backup plans for filling vacancies with staff of equivalent licensure or credentials.

The following positions are considered key positions in the contract and should be included in all staffing plan proposals. The vendor will be expected to keep these positions continually filled.

#### **Responsible Health Authority/Health Services Administrator**

The vendor shall serve as the responsible health authority (RHA) and designate a full-time, on-site health services administrator (HSA) as its designee to ensure quality, accessible, and timely health services for inmates.

The designated RHA/HSA shall have at least two (2) years of supervision/management experience in correctional health care and shall be responsible and accountable for all aspects of the health care services operation at both facilities.

#### **Responsible Physician**

The vendor shall appoint a medical director to act as the responsible physician who has at least three (3) years of supervision/management experience, has worked in correctional medicine, and specializes in one of the following: internal medicine, family practice, surgery, preventive medicine, or emergency medicine. The responsible physician shall be available to the facility frequently enough to fulfill the position's clinical and administrative responsibilities.

#### **Director of Nursing**

The full-time director of nursing (DON) shall be a registered nurse (RN) licensed in Louisiana with at least two (2) years of progressively responsible nursing management experience and at least three (3) years as a practicing RN, including correctional health care experience.

#### **Responsible Mental Health Clinician**

The responsible mental health clinician shall have at least three (3) years of progressively responsible supervision/management experience in corrections and providing behavioral health services of similar scope and complexity. The designated mental health clinician shall be available to the facility frequently enough to fulfill the position's clinical and administrative responsibilities.

#### Dentist

The vendor shall provide a Louisiana-licensed dentist (DMD or DDS) with at least three (3) years of experience practicing dentistry. Experience in correctional dentistry is preferred. The designated dentist shall be available to the facility frequently enough to fulfill the position's clinical and administrative responsibilities.

#### **Designated Point of Contact for LPCC Warden or Designee**

The HSA shall serve as the point of contact for LPCC staff for any on-site issues. In addition, the vendor shall outline the reporting structure of the HSA and designate a higher-level point of contact for all administrative, operational, or other needs during the term of the contract.

#### Security Guidelines for Vendor Staff

All vendor staff are expected to abide by all rules and regulations of the LPCC, maintaining professional behavior and appropriate inmate-staff boundaries, including compliance with all requirements of the Prison Rape Elimination Act (PREA). If, at any time during the course of their employment or contract assignment, a vendor employee engages in conduct (either onor off-duty) that, at the sole discretion of the LPCC leadership team, threatens the security or reputation of the facility or would otherwise render that person ineligible for a security clearance, the facility reserves the right to withdraw the employee's security clearance and shall immediately notify the vendor. All individuals on LPCC property are subject to search of their person, belongings, and vehicle, and may be subject to chemical testing at any time. Personal cellular phones and/or other electronic devices are not allowed without written approval by the Warden or designee. LPCC custody staff reserves the right, at its sole discretion, not to permit an individual on facility property.

#### 5.1.2 Meetings and Reports

The HSA shall coordinate administrative meetings with the facility's administrator or designee and other members of the health care leadership team as indicated. The meetings will occur at least monthly, and the HSA is responsible for creating and maintaining minutes of the meetings. Members of the health care team will participate based on the issues to be addressed at scheduled meetings.

The HSA shall conduct and document minutes of health staff meetings at least monthly, to include all medical, dental, and mental health staff.

The vendor shall collect and analyze health care statistics on at least a monthly basis, including an annual cumulative report, and provide to the LPCC Warden and/or designee by the 15<sup>th</sup> calendar day of the following month, in accordance with all reporting requirements set forth by ACA accreditation standards, this RFP, and any resulting Contract. In the final year

of the contract, regardless of renewal, the vendor shall provide a cumulative report of the statistical data at least three (3) months before the end of the contract.

Statistical information shall be broken down by facility (LPCC and TWP) and include the following, at a minimum:

- Number of intake screenings performed
  - Number of intake screenings that did not occur within four (4) hours of admission
- Number of inmate health services requests (i.e., sick call) broken down by category
- Number of inmates seen in response to sick call requests
  - Number of inmates not seen face to face within 24 hours of receiving request
- Number of inmates seen by nurses for sick call
  - Number of inmates waiting to see nurse for sick call
- Number of inmates seen by physician/provider for sick call
  - Number of inmates waiting to see physician/provider after referral from nurse
- Number of inmates receiving mental health services
  - Number of inmates awaiting to see mental health clinician
- Number of inmates receiving dental services
  - Number of inmates waiting to see dentist
- Number of inmates receiving medication
- Number of inmates with infectious disease, broken down by category
- Number of inmates with common chronic illnesses, broken down by category
- Number of inmates receiving a medical screening for work clearance
- Number of pregnant females
- Number of infirmary-level patients
- Number of inmates receiving treatment for intoxication or withdrawal
- Number of inmates sent to emergency room, broken down by category
- Number of inmates admitted to community hospital
- Number of referrals to specialists, broken down by category
- Number of on-site diagnostic tests completed (laboratory, radiology)
- Number of referrals for off-site testing
- Number of health care-related grievance, broken down by category
- Number of inmate serious illnesses and/or injuries
- Number of inmate deaths, including suicides
- Number of attempted suicides and serious cases of self-injurious behavior
- Current health staffing including any vacancies
- Any health-related trends based on housing unit (e.g., infectious disease outbreaks, overdoses)
- Any other reports requested by LPCC with proper notification

The current daily reporting practices of providing LPCC staff with a list of patients with special needs, including diabetes patients, shall continue.

The vendor shall provide a daily update to the Warden or designee on the status and condition of any hospitalized inmate, including anticipated length of stay.

The vendor shall immediately report to the LPCC chain of command any critical incidents including, but not limited to, inmate death, injury or other harm to inmates, attempted suicide or other self-harm, vendor staff injury, unprofessional conduct, and/or security breaches by vendor staff.

#### 5.1.3 Policies and Procedures

The vendor shall provide a copy of the proposed policies and procedures that detail how their program objectives will meet the current editions of the appropriate ACA correctional health care standards. All applicable ACA standards shall be referenced in the policies. Policies and procedures shall include, but are not limited to, the following:

- Access to Care
- Responsible Health Authority
- Medical Autonomy
- Administrative Meetings and Reports
- Policies and Procedures
- Continuous Quality Improvement Program
- Privacy of Care
- Health Records
- Procedure in the Event of an Inmate Death
  - Notification
- Grievance Process for Health Care Complaints
- Healthy Lifestyle Promotion
  - Exercise
- Infectious Disease Prevention and Control
- Clinical Preventive Services
- Medical Surveillance of Inmate Workers
- Suicide Prevention and Intervention
- Contraception
- Communication on Patients' Health Needs
- Patient Safety
- Staff Safety
- Credentials
- Employee Health

- Clinical Performance Enhancement
- Professional Development
- Health Training for Correctional Officers
- Medication Administration Training
- Inmate Workers
- Staffing
- Health Care Liaison
- Orientation for Health Staff
- Pharmaceutical Operations
- Medication Services
- Clinic Space, Equipment, and Supplies
- On-Site Diagnostic Services
- Medical Diets
- Patient Escort
- Emergency Services and Response Plan
  - First Aid
- Hospital and Specialty Care and Referral Services
- Information om Health Services
- Receiving Screening
- Transfer Screening
- Initial Health Assessment
- Mental Health Screening and Evaluation
- Oral Care
- Nonemergency Health Care Requests and Services
- Nursing Assessment Protocols and Procedures
- Continuity, Coordination, and Quality of Care During Incarceration
  - Treatment Plan
- Discharge Planning
- Patients with Chronic Disease and Other Special Needs
- Infirmary-Level Care
  - Washbasins
  - Bathing facilities
  - Toilets
- Mental Health Services
- Medically Supervised Withdrawal and Treatment
- Counseling and Care of the Pregnant Inmate
- Elective Procedures
- Response to Sexual Abuse
- Care of the Terminally Ill

- Restraint and Seclusion
- Segregated Inmates
- Emergency Psychotropic Medication
- Therapeutic Relationship, Forensic Information, and Disciplinary Actions
- Informed Consent and Right to Refuse
- Medical and Other Research

Upon contract award, policies and procedures will be tailored to be site-specific to LPCC. Policies shall not conflict with LPCC and/or other vendor policies.

Policies shall be reviewed and updated when there are changes to processes, accreditation standards, and/or other changes in operations. The vendor shall submit all proposed updates or changes to the LPCC Warden or designee for approval. All changes to polices that are a result of an incident, error, or other unexpected event are annotated in the policy to capture the reason for the change.

A documented annual review is also required, with approval by the responsible physician and RHA. A copy of the signature page is to be provided to the LPCC Warden or designee on an annual basis.

The rights and ownership of policies, procedures, and printed materials produced specifically for LPSO under the Scope of Work for this contract shall be vested in the LPSO upon satisfactory completion of any contract awarded as a result of the RFP and payment in full of all fees for services.

#### 5.1.4 Continuous Quality Improvement Program

Within sixty (60) days of the contract start date, the vendor shall implement a functional, multidisciplinary continuous quality improvement (CQI) program for medical, dental, and mental health care. The program shall be designed to monitor patient care, establish acceptable thresholds based on the criteria being monitored (no lower than 90%), identify process and/or patient outcome concerns that fall below predetermined thresholds, conduct baseline studies, develop corrective action plans when necessary, and monitor performance after implementation of corrective action plans to ensure consistent improvement in the overall health care program.

The program shall include the establishment of a quality improvement committee. Membership shall include, at a minimum:

- HSA
- Responsible physician
- DON

- Dentist or dental staff
- Responsible mental health clinician or designee
- Warden or other designees of LPCC custody staff
- Others as required based on issues being addressed

The quality improvement committee shall be responsible for:

- Collecting, trending, and analyzing health services data
- On-site monitoring of health services outcomes on a regular basis
- Establishing acceptable thresholds based on the issue(s) being monitored
- Analyzing and identifying factors for below-threshold performance
- Implementing and monitoring improvement strategies until problem resolution
- Documenting at least one process and one outcome study per year
- Reviewing all deaths in custody
- Reviewing all suicide attempts
- Reviewing all illness outbreaks
- Reviewing and analyzing trends of all inmate occupational injuries or illnesses
- Reviewing the receiving screening process for safety and effectiveness
- Arranges for training activities based on findings of internal reviews
- Meeting at least quarterly and maintaining meeting minutes
- Maintaining appropriate records of CQI monitoring, studies, annual reviews, and other activities
- Documenting an annual review of the CQI program's effectiveness

A quarterly report of findings from internal review activities shall be provided to the LPCC Warden or designee. The report shall include:

- Current site-specific CQI studies
- Aspects of health services currently being monitored and results of monitoring
- Quality and adequacy of pharmaceutical services including a summary of findings from contracted pharmacist inspections in accordance with Section 5.4.1 of the RFP
- Patient safety aspects that focus on harm reduction
- Monitoring of measures included in the RFP's scope of work and results of monitoring
- Percentage of peer reviews for contract health staff that have been completed year-todate, broken down by profession, including all full-time, part-time, and per-diem staff
- Planned monitoring and/or studies for upcoming quarter
- Other CQI criteria requested by LPCC, with proper notification

Documented health record reviews, performed by the responsible physician or designated provider, shall be completed monthly to ensure that all health care is appropriate, implemented, and coordinated by all health staff.

#### 5.1.5 Health Records

The vendor shall ensure maintenance of a confidential, HIPAA-compliant electronic health record (EHR) system that captures the documentation of all aspects of care delivered to inmates at the facility. This includes, but is not limited to, on-site care, off-site care, and diagnostic results for medical, dental, and mental health care. All documents related to an individual's health care including dental, mental health, and consultations, regardless of origin, shall be filed in one consolidated health record in a system separate from the correctional records. Health records must include, but are not limited to, the following:

- Patient identifying information
- Problem list for medical, dental, and mental health diagnoses
- Known allergies
- Results of receiving screening
- Results of initial and periodic health assessments
- Progress notes
- Flow sheets
- Prescriber orders
- List of current medications
- Electronic medication administration records (MARs)
- Laboratory and other diagnostic testing results
- Consent and refusal forms
- Results of specialty consultations and other off-site referrals
- Discharge summaries and orders from hospitalization/inpatient stays
- Treatment plans
- Immunization records

The vendor shall ensure that all services are properly, legibly, and timely recorded in each inmate's health record. Each entry shall be digitally signed and dated. The vendor shall comply with all state and federal guidelines regarding the release of information from the health record.

Progress notes shall be documented in the EHR for all open medical, dental, and mental health cases at each clinical contact and at a frequency dictated by the patient's condition, status, and level of care. Care will be documented from admission to discharge. Consents, including informed consents and treatment refusals, will be obtained from the patient as indicated. The vendor shall comply with all legal requirements of the jurisdiction regarding record release and retention.

Progress notes shall be comprehensive and entered into the EHR in chronological order, with the date and time clearly noted. All entries shall be in the subjective, objective, assessment, and plan (SOAP) format with all subjective interpretations supplemented by a description of

actual behavior observed or reported. Treatment plans shall include individual specific recommendations based on clinical findings.

The vendor shall indicate how health care operations will continue during periods when the EHR is temporarily inoperative either through planned or unplanned downtime.

The vendor may choose to maintain use of the current EHR software (Sapphire through Diamond Pharmacy). Should the vendor prefer to use another system, LPSO approval will be required to ensure that the system is comparable in functionality. Interfacing with the current health record, Central Square, and other ancillary services will be essential in the decision. The RFP response must include a detailed transition plan if an alternate EHR is proposed.

Regardless of the system in place, the LPCC Warden and/or designees must have access to records at all times. The number of licenses required for LPCC staff will be determined through contract negotiations. Under no circumstances will the vendor restrict access to LPSO staff, including, but not limited to, special circumstances, such as a patient death, an internal vendor corporate inquiry or investigation, or an external inquiry or investigation.

All health records prepared by vendor staff are the sole property of the LPSO but shall remain in the custody of the vendor during the term of this contract. The vendor shall be the keeper of all health records, including those of discharged inmates. At the expiration or termination of this Contract, the vendor shall transfer custody of health records to the LPSO. The vendor shall maintain the EHR system for at least six (6) months after the expiration of the contract to facilitate transfer of data.

Consistent with applicable regulations and standards, the vendor may establish and collect fees for providing copies of health records to people other than LPSO employees, including records provided in response to subpoenas, to inmates and to inmates' attorneys. Retrieval of records requested by LPSO staff will be without cost.

Vendor staff shall not make personal copies of health records, remove health records from a facility, alter health records, or disseminate health records to anyone not authorized by LPSO.

The vendor shall supply and maintain all hardware and software required to operate the EHR, ensuring the security of data on all devices. The LPSO supplies printers, copiers, scanners, and a dedicated fax line.

#### 5.1.6 Health-Related Grievances

Vendor health staff shall respond to health-related grievances and appeals in accordance with the LPCC grievance policy. Grievances received will be tracked for type and volume of

complaints and used as part of quality improvement efforts. Both "founded" and "unfounded" grievance trends shall be tracked and analyzed. Health care policies will support the LPCC policy and include the time frames for response and the process for grievance appeals.

#### 5.1.7 Mortality Review

For every inmate death, the vendor shall conduct a mortality review in accordance with ACA standards. The vendor shall provide the LPSO with records and reports of mortality reviews of inmate deaths. Reports shall be submitted in a format specified by the LPSO. Mortality reviews are protected. Legal counsel may take part in the review process. Disclosure of these reports is exempt from public record provisions.

#### 5.2 <u>Health Care Safety Promotion</u>

#### 5.2.1 Health Education

The Vendor shall provide patients with education whenever a diagnosis is made; there are changes to patient's condition; there is an abnormal or unexpected test result; a new medication is ordered; or education is requested by the patient. Education may include the use of pamphlets, news articles, health education classes, or other approaches that the vendor finds to be effective. At a minimum, topics required by ACA standards must be available. Education must be in a language the patient understands and at an appropriate level for their comprehension. Health staff shall document the type of patient education provided during all clinical encounters.

The vendor shall ensure that all inmates are provided with the education and information required to make informed decisions regarding their health care. This is to include a general consent at the point of entry into the facility for routine medical and mental health care as well as signed consent for telehealth, telepsychiatry, and psychotropic medications when ordered.

Patients who refuse care will be provided with documented education regarding the consequences of their decisions. The patient will be asked to sign a refusal form witnessed by a member of the health team.

#### 5.2.2 Infectious Disease Prevention and Control

The vendor shall establish policies and procedures for the care of inmates diagnosed with an infectious disease. The vendor shall provide an effective infection control program that includes surveillance, prevention, and control of inmates with infectious diseases. The infection control program will be in accordance with federal, state, and local public health mandates as well as ACA standards. The infection control program shall include, but is not limited to, the following:

• Standard precautions

- Hand hygiene
- A written exposure control plan that is reviewed, revised, and approved by the responsible physician annually
- Immunizations
- Tuberculosis screening upon admission and testing within 14 days after admission
- Periodic tuberculosis testing for inmates incarcerated for at least a year as clinically indicated
- Ectoparasite control
- Personal protective equipment
- Cleaning, decontamination, and/or sterilization of equipment and surfaces
- Instrument reprocessing, sterilization, and biological monitoring procedures
- Precautions for airborne diseases
- Contact precautions
- Infectious and communicable disease surveillance and containment
- Accountability, disposal, and security of sharps
- Training of all staff and inmate workers in appropriate methods for handling and disposing of biohazardous materials and spills
- Medical waste removal
- Autoclaving, use of spore testing, and maintenance of all sterilizing equipment
- Daily testing of isolation room to ensure the effectiveness of a negative pressure ventilation and reporting maintenance issues to the LPCC Warden or designee
- Mandates for reportable diseases
- Medically indicated care for patients with infectious disease
- Monthly environmental inspections in all areas where health services are delivered
- Quarterly meetings of a multidisciplinary team including clinical, custody, and administrative members to review and discuss infection control activities
- Education for staff and inmates
- Written plan that addresses the management of tuberculosis
- Written plan that addresses the management of hepatitis A, B, and C
- Written plan that addresses the management of HIV infection
- Community referrals for inmates released with communicable or infectious diseases

#### 5.2.3 Employee Health

The vendor shall ensure that all new health staff receive a test for tuberculosis prior to job assignment and shall conduct periodic testing thereafter. All health staff are to be offered appropriate vaccines, including the hepatitis B vaccine in accordance with ACA standards.

#### 5.2.4 Periodic Examinations

The vendor shall establish a plan for periodic health examinations for inmates. Individuals incarcerated for more than 12 months should be placed on a schedule for periodic health exams and should be examined prior to release to protect both the inmate and the public.

#### 5.2.5 Communication

Vendor health staff shall share information with the Warden and/or designated custody staff regarding an inmate's medical management proactively. Sharing will be documented as required by the LPCC. For classification decisions, only the information necessary to preserve the health and safety of an inmate, other inmates, staff, or visitors shall be provided when it may impact the following:

- Housing
- Work assignments
- Program assignments
- Disciplinary measures
- Transportation to and from outside appointments
- Admissions to and transfers from the facilities
- Clothing or appearance
- Activities of daily living

#### 5.3 <u>Personnel and Training</u>

#### 5.3.1 Personnel Qualifications

The vendor shall ensure that all of its employees and contractors have a current valid license, certification, registration, or other required credential to legally and safely perform clinical activities within their scope of practice. The vendor shall immediately notify the Warden or designee if the vendor discovers that any of its staff or contractors performed clinical activities when they did not have the required credentials or continuing education. The vendor shall have staff credentials on-site and available for review, including staff and/or specialists that provide telehealth or telepsychiatry services. The vendor shall not, under any circumstances, employee an individual whose license limits practice only to correctional health care.

Credentialing information for all staff required to be licensed shall include, but not be limited to, the following:

- Signed application and required background check
- Verification of education, training, and work history
- Professional references
- Malpractice claims history
- Current license to practice

- Board or specialty certifications
- Drug Enforcement Administration (DEA) certificate
- Certification in cardiopulmonary resuscitation (CPR) and use of automated external defibrillators (AEDs)
- National Practitioner Data Bank inquiry

Position descriptions must be on file and approved by the RHA. The vendor shall provide training to health care liaisons at the TWP. Health care liaisons will perform duties in accordance with ACA standards.

#### 5.3.2 Peer Reviews

The vendor shall conduct peer reviews on all full-time, part-time, and per-diem providers, RNs, licensed practical nurses (LPNs), mental health professionals, and dentists. Reviews are to be conducted annually and verification of completion shall be provided to LPSO.

#### 5.3.3 Orientation and Professional Development

The vendor shall provide training prior to staff members beginning work at the LPCC. All new professional, health care, and support employees require forty (40) hours of orientation prior to being independently assigned to their position. An additional forty (40) hours of training shall be provided each subsequent year. Training shall include all topics and requirements set forth by ACA standards including, but not limited to, those related to orientation and professional development. All health staff who have patient contact shall have current certifications in CPR and use of AEDs. Documentation of completed training shall be kept on file for each employee.

In addition, the vendor shall suggest a plan for providing educational offerings that may, upon request by LPSO, be provided to custody staff to assist in meeting accreditation training requirements. This plan should include a list of topics and the method of delivery.

#### 5.4 Ancillary Health Care Services

#### 5.4.1 Pharmaceutical Services

The vendor shall ensure that all pharmaceutical procurement, dispensing, distribution, storage, accounting, prescribing, administering, and disposal complies with all federal, state, and local regulations and ACA accreditation standards.

Prescription medications are administered or delivered to the patient only on the order of a physician, dentist, or other legally authorized individual and only as clinically indicated. Ordered medications are to be administered to patients in a timely and safe manner.

The LPCC uses directly observed therapy (DOT) for medication administration and the TWP uses a keep-on-person program (KOP) after properly screening patients for suitability in the program. Supplies for KOP may be required for up to ninety (90) days due to the nature of the work program.

The vendor's pharmacy service must be able to respond in a timely manner to new prescriptions or adjustments twenty-four (24) hours per day, seven (7) days per week, including holidays. The vendor shall have arrangements with a local pharmacy to act as a backup when a medication is required but not available on-site. Prescribed medications intended for DOT administration are administered as ordered within medically acceptable time frames and practices.

Documentation of administration includes the identity of the health staff member administering the medications (initials and signature) on the MAR. If medications are not administered as ordered, the reason is noted on the MAR.

The vendor shall establish a stock supply of commonly used medications, to include over-thecounter, prescribed, and controlled substances. Stock medication supplies should be determined by the responsible physician and include emergency medications. At a minimum, patient-specific medications are required for all nonformulary medications and for federal inmates.

The vendor shall maintain control and accountability for all prescription stock medications. Maximum security, storage, and accountability must be maintained for all DEA-controlled substances. The vendor shall ensure that all counts of controlled substances occur on a pershift basis by oncoming and outgoing licensed staff. The vendor shall establish a policy and procedure to address instances where the count is not reconciled to the previous count. The policy shall include notification to the designated LPCC custody staff.

The vendor shall establish and monitor patient usage of the KOP program at the TWP.

The vendor shall establish and adhere to a formulary in compliance with Louisiana's state Medicaid formulary and one that meets community standards with managed care environments. A policy shall describe the use of the formulary and the procedure used when a nonformulary medication is requested. The approval process for nonformulary medications must be completed in a timely manner with no delays in the expected time frames for medication administration. All clinical decisions regarding formulary use shall be documented in the inmate health record. The vendor shall work in conjunction with Louisiana's state program for treatment of hepatitis C.

The vendor shall ensure that licensed staff are knowledgeable on administration/dispensing practices and state pharmacy laws they relate to prepackaging of medications. Medications are to be administered directly to the patient from the package without the use of pre-pouring. Medication administration occurs in the housing units at LPCC.

Medications, except those ordered only as needed (prn) and those that are refused for three (3) days in a row or refused multiple times per month, will be tracked and reported to the prescriber for appropriate action. No medically necessary prescriptions will be discontinued due to noncompliance without a documented counseling session by the prescriber. Medical team members must obtain signed refusal forms for all medications refused for three (3) days in a row or multiple times per month after consultation with the prescriber.

The medication room shall be kept clean and organized to provide for the delivery of a safe and effective medication program. All medications shall be stored appropriately under proper conditions.

#### 5.4.2 Health Care Equipment and Supplies

The LPCC has adequate office and medical space available to the health care vendor. LPCC provides telephone equipment with a dedicated line in the medical area and secured internet access with minimum speeds of 3 MB down and 3 MB up with a static public IP address as required for high-definition telehealth and/or operation of the EHR. Wi-Fi is available throughout the LPCC, including in secured areas.

Equipment, furniture, and supplies present at the start of the contract are owned by LPCC. The vendor shall be allowed to utilize the medical equipment and supplies.

Within thirty (30) days, the vendor shall inventory all medical equipment at LPCC and TWP and provide a report to the LPCC Warden or designee for written review and approval. This inventory list should include, but is not limited to, the following:

- Name of the item
- Serial number and/or any other identifying characteristics
- Location
- Condition

Repair and replacement of current and future equipment, furniture, and medical and office supplies, regardless of ownership, shall be the responsibility of the vendor during the term of the contract. Acquisition of additional diagnostic equipment will be at the vendor's expense.

The vendor is expected to maintain calibration of all medical and dental equipment at a frequency determined by the manufacturer of the equipment.

The vendor shall supply, at a minimum, all medical and dental equipment and medical supplies as required to deliver medical, dental, and mental health care. The equipment shall be available in all examination rooms/areas where patient evaluations and treatment occur.

The vendor shall not retain supplies past expiration, discontinued, or recalled dates. Sitespecific policies and procedures shall outline the frequency of documented inspections for emergency equipment (see Section 5.4.4), pharmaceuticals, and medical supplies.

At the termination of the contract, the vendor shall return to LPSO possession and control of all supplies, medical/office equipment, and furniture present at the start of the contract, in working order with reasonable wear and tear accepted.

#### 5.4.3 Diagnostic Services

The vendor shall provide or arrange for all medically necessary laboratory, X-ray, and/or other diagnostic or disease management tests either on- or off-site. The vendor shall be responsible for all supplies, equipment, and professional support associated with diagnostic services.

For nonurgent X-rays and routine ultrasonography, the vendor shall arrange for mobile services to perform tests on-site. LPCC has a dedicated room for X-ray services in the medical clinic.

The facility currently does not have dental X-ray capabilities. The vendor shall propose a plan for implementing X-rays into a dental services plan.

The vendor shall perform electrocardiograms (EKGs) on-site and arrange for real-time EKG interpretation for nonroutine EKGs.

Laboratory testing shall either be completed on-site or specimens collected on-site and sent to a reference laboratory. The vendor shall maintain a current Clinical Laboratory Improvement Amendments (CLIA) waiver for on-site diagnostic testing. On-site testing will include, but not be limited to, the following:

- Multiple-test dipstick urinalysis
- Urine pregnancy test kits
- Peak flow meters
- Stool blood-testing materials
- Finger-stick blood glucose tests

Specimens for all ordered laboratory tests are to be collected as soon as possible but no later than forty-eight (48) hours at a maximum. The vendor is expected to arrange for laboratory tests ordered as "stat" with a local provider if the test cannot be done on-site. These are to be completed within four (4) hours. The results of diagnostic testing are to be reported to and/or reviewed by a provider, shared with the patient, and a treatment plan documented based on the results.

Vendor staff are currently required to collect blood from individuals under arrest for driving while under the influence of alcohol or other drugs.

#### 5.4.4 Emergency Services

Within forty-five (45) days of the contract start date, the vendor shall provide site-specific written emergency plans that supplement the LPCC and TWP established emergency plans, ensuring that the plans do not conflict. The plans must be approved by the RHA and the LPSO.

The plans shall address both mass-disaster/mass-casualty and individual inmate emergency situations.

The health care disaster plan must address health aspects of responding to a variety of emergency situations and include, but not be limited to, the following:

- Responsibilities of health staff
- Procedures for triage of multiple casualties
- Predetermination of the site for care
- Emergency transport of patients from the facilities
- Use of an emergency vehicle
- Telephone numbers and procedures for calling health staff and community emergency response systems
- Use of community hospital emergency departments and other appropriate facilities
- Emergency on-call medical, nursing, dental, and mental health staff
- Security procedures for immediate transfer of patients for emergency care in accordance with established LPCC emergency policies
- Health staff responsibilities and procedures for evacuation of patients in a mass disaster
- Alternate back-up plans for each of the plan's elements
- Time frames for response no more than four (4) minutes
- Notification of appropriate LPCC/TWP custody staff

Because Lafourche Parish is in an area subject to floods and hurricanes, the emergency response plan must include detailed response to those types of disasters. Three hospitals are located in Lafourche Parish, with the closest approximately two miles away from LPCC. Other hospitals are located in adjacent parishes.

On an annual basis, health staff shall be trained in response to health-related emergency situations. The completion of training shall be documented and kept on file for each health staff member. Training shall include, but not be limited to, the following:

- All components of the emergency response plan for each facility
- Recognition of signs and symptoms of potential emergency situations
- Response to potential emergency situations
- Administration of first aid and CPR, and use of an AED
- Procedures for obtaining assistance
- Signs and symptoms of mental illness, violent behavior, and acute intoxication and withdrawal
- Suicide intervention

In the event of an emergency, the on-site staff will immediately respond to the scene with appropriate emergency equipment and will assess and stabilize the individual. Inmates will be transported to a higher level of care based on clinical presentation and need. Members of the health care team are expected to conduct an appropriate medical handoff to the transporting entity should an inmate require transportation from LPCC or TWP to another care facility. Vendor staff shall also contact the receiving facility and/or provide written documentation to relay pertinent medical information regarding the emergency and relevant health history of the patient.

Vendor health staff, including the HSA, responsible physician, DON, provider staff, and nursing staff, will have 24-hour on-call responsibility. Whenever a provider is not available in the facility, the vendor shall designate the on-call provider for medical, dental, and mental health emergencies. The health care liaison(s) at TWP shall have easily accessible contact information for the on-call health staff, ambulance, and other emergency community facilities. The vendor shall maintain an up-to-date on-call list that is posted in areas where clinical care is provided and easily accessible to on-site health staff and/or the health care liaison.

All emergency equipment and contents of emergency response bags/carts will be checked daily to ensure readiness and inspected/inventoried/stocked at least every thirty (30) days and each time the equipment is used in response to an emergency. The vendor, in conjunction with LPSO staff, shall approve the contents, number of emergency kits, and locations of equipment.

# 5.4.5 Hospital and Specialty Care

The vendor shall be responsible for arranging, scheduling, and coordinating all clinically appropriate care (either on-site or off-site), including, but not limited to, clinical specialists, hospital care, testing, and imaging. The vendor shall describe any utilization management and/or review process, including guidelines and timelines for emergent, urgent, and routine care. A multitude of community specialty care services are available in Lafourche Parish.

The LPSO will provide custody staff to transport inmates to scheduled outside appointments and the vendor staff shall work with designated custody staff to ensure that these appointments are kept in a manner that respects both the needs of the inmate and the security concerns of the custody staff.

Vendor staff shall be responsible for informing the outside provider/hospital staff that the patient is an incarcerated individual who will arrive handcuffed with uniformed staff. For scheduled appointments, the outside provider is to be instructed that no one outside of vendor staff or LPSO staff is to be informed of appointment time or location.

If language interpretation is necessary for outside appointments, the vendor is responsible for arrangements.

Upon admission of a patient to a community hospital, the vendor shall, on at least a daily basis, monitor the condition and progress of the patient, explore strategies to minimize the length of hospitalization, and coordinate discharge planning with hospital staff based on resources available at LPCC to ensure a safe transport and safe continuity of care for the patient. Vendor staff shall update the Warden or designee on all hospitalized patients at least daily.

All patients returning from off-site specialty appointments, emergency room visits, and inpatient care shall be seen in the clinic by the highest credentialed/licensed health staff member prior to housing placement. LPSO staff will return any documented follow-up instructions to vendor staff upon return to the facility. Vendor staff shall contact the outside provider/hospital for follow-up instructions if none are returned following the visit. Upon receipt of discharge instructions, a vendor nurse will contact a vendor provider for orders and a treatment plan for the patient. Upon receipt of recommendations from a specialist/hospital emergency room, the vendor is expected follow the recommendations unless it is clinically inappropriate to do so and/or if the recommendations are inappropriate for use in a correctional environment. Justification for an alternate treatment plan is to be documented.

Based on the vendor's evaluation of the information provided in the RFP, the vendor is asked to propose suggestions to minimize the number of off-site transports and coordinate the scheduling of medically necessary off-site health care transports.

### 5.5 <u>Patient Health Care Services</u>

#### 5.5.1 Privacy of Care

The vendor shall ensure the proper education of all health staff and the efficient use of space and examination areas to address auditory and visual privacy needs for all clinical encounters, including medical, dental, and mental health.

### 5.5.2 Telehealth Services

The vendor shall be responsible for maximizing the use of telemedicine technology at both the LPCC and TWP to provide timely, responsive care and to minimize transportation and security expenses. The vendor shall supply all necessary equipment and personnel for the proper delivery of telehealth services.

#### 5.5.3 Intake and Transfer Screening

Newly arriving inmates arrive at LPCC and TWP on both a scheduled and unscheduled basis and are to be immediately screened upon arrival to determine whether they are medically fit for acceptance into the facility. If it is apparent that the inmate requires medical attention, the individual will be immediately referred to an on-site provider or, if unavailable, will be sent to the local emergency room. Facility staff will provide emergency care to the individual until emergency medical professionals arrive and assume care and transport.

For transports off-site to an emergency room, all information including the findings, any treatment provided, and any known medical history will be reported to the receiving facility.

If it is apparent that the individual is at risk of self-harm and requires protection from self, the inmate will be housed appropriately and appropriate suicide precautions initiated until assessed by a mental health clinician or a referral has been made to an off-site mental health facility or emergency department.

Individuals returning from the emergency room after initially being deemed unfit for intake will be reassessed and continue the medical screening process if the condition has been resolved to the extent that the person is deemed fit for intake.

Once accepted into custody, a full intake screening is completed by a qualified health care professional upon an inmate's arrival at the facility. The documented screening must include, at a minimum, all required inquiries/components of ACA standards for health screens.

The vendor shall work with custody leadership to determine the information that will be provided to inmates upon entry regarding how to access routine or urgent medical, dental, and mental health services, the health care grievance process, and fee for services. The content of this information and the timing of its provision will be in accordance with custody programs as well as ACA standards.

When inmates are transferred between LPCC and TWP, intrasystem transfer screening shall follow ACA standards.

### 5.5.4 Treatment Planning

The vendor providers shall provide patient treatment plans in accordance with ACA standards.

Treatment plans shall be updated as clinically indicated based on diagnostic testing, ongoing patient assessments, and results of treatment.

### 5.5.5 Health Appraisals

The vendor shall provide a comprehensive health appraisal, using a uniform process, for 100% of all inmates within fourteen (14) days after arrival at the facility. The documentation shall include, at a minimum, all criteria, inquiries, and processes as outlined in ACA standards for health appraisals and any other LPSO required inquiries.

The health appraisals must be completed by qualified health personnel as defined by ACA standards with results reviewed by a physician or other provider, as allowed by law.

In the event an inmate is released and readmitted and the health appraisal was completed within the previous 90 days, a new health appraisal is not required if the new intake screening shows no changes from the previous health appraisal. The review of current intake screening and the previous health appraisal shall be documented. If there are any changes, a new health appraisal shall occur within fourteen (14) days of admission.

Vendor staff shall also be responsible for evaluating inmates for any limitations of participating in inmate work programs in accordance with ACA standards. Approximately 80 inmate workers at the LPCC provide kitchen, maintenance, janitorial, groundskeeping, and laundry services. All TWP inmates shall be included in the medical screening and evaluation process.

#### 5.5.6 Nonemergency Clinical Services (Sick Call)

The vendor shall implement a system to address nonemergency health care requests from inmates at LPCC and TWP, ensuring full access to inmates regardless of housing assignment.

Written health care requests, including those for medical, dental, and mental health, are to be received, reviewed, and prioritized by qualified health care professionals seven (7) days per week, including holidays. The current system includes written requests for health care submitted in designated, secured boxes in housing areas. In 2024, housing units at the LPCC will implement kiosks that will be utilized for written health care requests and grievances. The vendor is expected to provide support, as requested, to assist in the implementation of this system.

If, upon review of written health care requests, a qualified health care professional determines that an inmate has described a possible urgent or emergent need, that individual should immediately be seen face-to-face by an appropriate member of the health staff with documentation of the visit. Otherwise, there must be a documented face-to-face encounter within twenty-four (24) hours of receipt of the oral or written request for medical, dental, and/or mental health services when the request contains a clinical complaint or if the patient's problem is unknown. At no time will health staff determine the appropriateness of face-to-face evaluations solely by the presence or absence of key words (e.g., pain, swelling). The vendor shall establish and maintain a documented tracking system for receipt, review, prioritization, and face-to-face evaluations for nonemergency care.

Nursing assessment protocols, approved by the DON and responsible physician, may be used by nursing staff for the evaluation and treatment of nonemergency conditions when the following criteria are met:

- Protocols are appropriate to the level of competency and preparation of the nursing staff who will carry them out.
- The appropriate equipment required for assessments is available at the facility.
- Protocols comply with the state nursing practice act and do not require procedures, assessments, or interventions outside of the nurse's scope of practice.
- New nursing staff receive documented training and demonstrate knowledge and competency using the protocols.
- Nursing staff have a documented annual review of competency in using the protocols
- Protocols include over-the-counter medications only.
- The RHA has guidelines in place for when the patient is to be referred to a provider after using a nursing assessment protocol more than one (1) time for the same complaint within a defined period of time.

Nonemergency clinical services shall be routinely monitored through the CQI program. The vendor shall provide adequate staffing to ensure that the frequency and duration of response to health services requests is sufficient to meet the health needs of the inmate population.

# 5.5.7 Continuity of Health Care

All medical, dental, and mental health care provided to patients shall be clinically appropriate from admission to discharge, fully documented in the EHR, and delivered in appropriate time frames using evidence-based practices. Reasons for deviations from evidence-based practices are documented in alternate treatment plans.

## 5.5.8 Chronic Disease and Special Needs Management

The vendor shall establish a plan for the identification, treatment, and monitoring of patients with chronic disease and special health needs in accordance with ACA requirements. Patients are to be seen by providers based on an established treatment plan (see Section 5.5.4).

The vendor shall ensure that a process is in place so inmates on chronic medications do not experience any interruptions in the administration of their medications because of nonavailability.

Care should be rendered based on nationally approved treatment guidelines that are reviewed, updated, and approved at least annually or sooner if revised treatment guidelines are released.,

The vendor shall elaborate on current policies and treatment guideless for transgender individuals.

Medical diets shall be ordered as clinically indicated, communicated to dietary staff in writing, and documented in the EHR.

Adaptive devices (e.g., eyeglasses, hearing aids, canes, crutches, wheelchairs) are supplied to the patient when ordered by a provider to assist in activities of daily living (ADL) and in accordance with LPCC and TWP security guidelines. Vendor staff shall notify the Warden or designee of any ordered devices that may be in violation of security guidelines to obtain approval, make accommodations for, and/or discuss acceptable alternatives.

# 5.5.9 Infirmary-Level Care

The vendor shall include a detailed proposal for observation and infirmary-level care. The LPCC clinic has a special needs unit (SNU) consisting of seven double-bunked cells (one of which is a negative pressure cell) and one ward that can house eight patients. However, "infirmary care" is considered a level of care rather than a care location. The detailed proposal shall address how the vendor will meet ACA standards.

# 5.5.10 Management of Chemical Dependency

The LPCC has special programming to assist patients with substance use disorders, including a medication-assisted treatment (MAT) program. The LPSO wishes to expand MAT services

to have more inmates in the program and the vendor shall assist with this expansion. In addition, the vendor shall have policies, procedures, and protocols in place to ensure that inmates who are intoxicated or undergoing withdrawal from drugs or alcohol are appropriately managed and treated.

Plans for the management of chemical dependency shall include, but not be limited to, the following:

- Protocols for intoxication and withdrawal are consistent with nationally accepted treatment guidelines and approved annually by the responsible physician.
- If the individual is intoxicated at the time of intake, the patient is placed in an area that allows for safe and effective monitoring by qualified health care professionals.
- If, based on the intake screening, the patient is at risk of withdrawal, but there is no current evidence of intoxication or withdrawal, the patient shall be monitored using the appropriate, physician-approved protocols.
- If, based on the intake screening, the patient is determined to be intoxicated or in withdrawal, or if a patient originally only at risk of withdrawal later manifests symptoms of withdrawal, the patient shall be managed according to policies, procedures, protocols, and patient-specific orders after consultation with a provider.
- Patients who are intoxicated or in withdrawal will be comanaged with mental health professionals including assessment for suicide risk.
- Monitoring should occur until a provider determines the inmate is no longer at risk and symptoms have resolved.
- Patients experiencing severe or progressive withdrawal are transferred immediately to a community emergency room.
- Withdrawal treatment must be done under the supervision of a provider.
- A policy addresses the continued management of inmates who enter the facility on medication-assisted treatment.
- Vendor staff work collaboratively with programming staff to ensure appropriate referrals and follow-up occur.
- Health staff receive training on the use of naloxone and have naloxone available for emergency situations.
- Education is provided regarding relapse prevention and risk management.

# 5.5.11 Pregnancy Management

The vendor shall provide the health services required for pregnant inmates. Care will include, but not be limited to, the following:

- Pregnancy testing
- Pregnancy counseling and assistance
- Routine and high-risk prenatal care

- Management of chemically addicted pregnant inmates, including treatment for active opioid use disorder for pregnant inmates, including offering and providing MAT with methadone or buprenorphine
- Appropriate nutrition
- Postpartum follow-up

#### 5.5.12 Management of Terminally III Patients

The vendor shall provide end-of-life care, including palliative care, consistent with the community standards.

Vendor providers shall communicate with the Warden or designee when it is determined that care in a community setting is medically appropriate and provide recommendations to LPSO leadership for consideration of transfer or early release.

### 5.5.13 Mental Health Services

The vendor shall propose staffing for a mental health program that addresses mental health care needs and ensures that patients are treated in a clinically appropriate time frame and manner, maintaining their best level of functioning while in custody.

A documented mental health screening shall take place during the intake screening process by qualified health care professionals who have received documented training to perform the mental health screening. The screening must contain all required inquiries in accordance with ACA standards. Inmates who screen positive for mental health issues shall be referred to qualified mental health professionals for appraisal in a clinically appropriate time frame, but no more than fourteen (14) days after the date of the referral. Documentation of the evaluation must include required elements as outlined in ACA standards for mental health referrals.

The mental health program shall include crisis intervention services, individual counseling, psychotropic medication management, discharge planning, disease monitoring, and treatment documentation and follow-up as prescribed in individual treatment plans. In addition, close coordination, communication, and planning is required for matters related to the use of restraints, clinical seclusion, and forced psychotropic medications. The vendor shall not be responsible for participating in or providing services related to competency restoration.

Vendors are required to work collaboratively with program center staff in the care and treatment for mental health needs. Program center staff provide case management, mental health evaluations, and various programming/group therapy options. Vendors are asked to propose additional mental health programming and services for consideration by the LPSO.

Vendor staff shall be responsible for patient education regarding psychotropic medications and obtaining a signed informed consent when psychotropic medications are prescribed at the facility.

For patients whose mental health condition requires services that are not available on-site, vendor staff shall coordinate the safe transfer of the patient with LPCC transportation staff. Until such time that the transfer occurs, vendor staff shall ensure safe housing and appropriate monitoring.

The vendor shall have a comprehensive suicide prevention program that is reviewed and approved annually by the RHA and the Warden or designee. The program must include the following, at a minimum:

- Training for any health and LPCC custody staff, upon hire and annually
- Identification
- Referral
- Evaluation
- Treatment, including daily evaluations by a qualified mental health professional
- Recommendations for appropriate housing and safety measures/restrictions (e.g., clothing, utensils, reading materials, recreation privileges, hygiene, access to other objects)
- Monitoring based on ACA standards
- Communication
- Intervention
- Notification
- Reporting
- Review
- Debriefing for staff and inmates
- Psychological autopsies for completed suicides
- Frequency of follow-up by a qualified mental health professional after release from suicide precautions

# A sample suicide prevention program shall be included as Attachment D to the RFP response that outlines each of the required elements.

# 5.5.14 Dental Services

For inmates at the LPCC, the vendor shall provide routine and emergency dental care under the direction of a licensed dentist using the on-site dental suite. Inmates at TWP receive all dental care from an outside dental provider. The vendor shall provide dental hours and staffing sufficient to meet the dental needs of the inmate population.

Within fourteen (14) days after admission, oral screenings and documented instruction in oral hygiene shall be completed for all inmates by the dentist or qualified health care professionals who have received documented training by or approved by the dentist.

The dentist shall establish dental priorities according to severity of the complaint. At a minimum:

- Patients receive immediate dental intervention to eliminate pain, swelling, and infection.
- Urgent referrals are seen within forty-eight (48) hours by a dentist or a medical provider if the dentist is not on-site.
- Routine dental referrals shall be seen within fourteen (14) days by a dental provider.

Dental services will be provided as clinically indicated to treat dental conditions and preserve the functionality of teeth. Dental services shall include the following:

- Charting of decayed, missing, and filled teeth
- Documentation of dental history
- Treatment of dental pain
- Dental X-rays as clinically indicated for development of treatment plans
- Filling of cavities, extractions of non-restorable teeth, gross debridement of symptomatic areas
- Repair of partials and dentures for inmates when indicated per ACA standards
- Individual treatment plans
- Consultation and referral to dental specialists, including oral surgery when necessary

The vendor shall indicate which services will be offered on-site and which will be referred to a community dental clinic.

An oral exam shall be completed by a dentist within twelve (12) months of admission.

Dental staff shall be responsible for maintaining a clean environment, cleaning used instruments, packaging, and autoclaving. Dental staff shall be CPR certified and knowledgeable of emergency protocols.

The vendor shall be responsible for maintaining the equipment in working order.

As noted in 5.4.3, the facility currently does not have dental X-ray capabilities. The vendor shall propose a plan on how dental X-ray services will be provided.

#### 5.5.15 Health Care Management of Inmates in Restrictive Housing

Upon notification of an inmate's placement into special management or restrictive housing, the vendor shall ensure that the inmate's health record is evaluated by nursing staff for any medical or mental health condition that may require additional accommodation. The review is documented and LPCC custody staff receive oral and documented notification of any accommodation required.

Qualified health care professionals shall make daily rounds, during normal waking hours, on all inmates who are in restrictive housing. A qualified mental health clinician shall conduct rounds at least once a week or more frequently if clinically indicated. Rounds consist of, but are not limited to, the following:

- Speaking with each inmate to determine orientation and any health needs
- Visual assessment to ensure the inmate has no physical issues and evaluation of cleanliness of the cell
- Performing physical assessments when appropriate
- Appropriate referrals as clinically indicated
- Documenting the encounter and disposition on individual logs or in the EHR and including the signature or initials of the health staff member making the rounds

Although restrictive housing rounds may be completed during other scheduled health care activities within the area (e.g., medication administration, retrieval of sick call requests), the simple presence of health staff in the restrictive housing units/areas does not constitute a round. The rounds must be considered a deliberate, separate activity with enough time spent to accurately complete the round as outlined in this RFP.

#### 5.5.16 Release From Custody Planning

For planned discharges from the facility, the vendor, in conjunction with other LPCC program staff, shall provide a reasonable supply of current medications, referrals for follow-up services with community providers, and exchange of clinically relevant information. All plans shall be documented in the EHR. The vendor is not responsible for reenrolling inmates in Medicaid coverage but shall work with program staff for MAT and Project COPE.

#### 5.6 Accreditation

The LPCC is currently accredited under the fourth edition of the ACA's ALDF Performance-Based Standards. The vendor is required to abide by the most current editions of the ACA's ALDF Standards at all times, including when standards are changed or updated.

Preparation for ACA accreditation shall begin upon inception of the bid award. The vendor shall submit a plan and timeline for the following:

- Evaluation of the current system to identify any deficiencies in meeting standards
- Implementation or continuation of processes as required by the standards
- Development of or continuation of supporting documentation to maintain the current accreditation

All processes must be in place within ninety (90) days following the contract start date.

In addition, the vendor shall provide a detailed report to the Warden or designee outlining compliance, or lack thereof, with NCCHC's Standard for Health Services in Jails within six (6) months following the contract start date. Should the LPCC leadership staff decide to apply for initial NCCHC accreditation during the term of the contract, the vendor shall agree to assist and guide all preparation activities.

All information, documents, records, and data required to meet each accreditation standard (e.g., drills, meeting minutes, copies of relevant patient treatment records, etc.) shall be forwarded to the LPCC Warden or designee on a quarterly basis to ensure continuity of supporting documentation at the termination of the contract. The documentation will be sorted, organized, and clearly labeled by the standard it supports.

Vendor staff shall assist facility staff in preparing for periodic internal compliance audits. Personnel shall attend all LPSO required accreditation meetings and maintain future ongoing accreditation.

It is expected that for subsequent audits with findings that require a corrective action plan, the issue(s) responsible for noncompliance with a standard must be corrected within 4 months of notification.

# 6 Cost Proposal

Bidders are to submit pricing based on all aspects of this RFP as written. At a minimum, pricing models are to be provided as follows:

- Cost proposals for sections 6.1 and 6.2 are to be written based on maintaining current ACA accreditation; these proposals should be labeled as "Base Bid Required Cost" and "Alternate #2."
- Cost proposal for "Alternate #1" is to be written based on maintaining current ACA accreditation and applying for, achieving, and maintaining accreditation under NCCHC's Standards for Health Services in Jails.

The bidder should list and describe as part of its cost proposal any special cost assumptions, conditions, and/or constraints relative to, or that impact, the prices presented on the proposals. It is of particular importance to describe any assumptions made by the vendor in the

development of the technical and/or resource proposal that have a material impact on price. It is in the best interest of the bidder to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the pricing models. Assumptions, conditions or constraints that conflict with the RFP requirements are not acceptable.

### 6.1 Base Bid Required Cost

In this cost proposal, expenses are shared between the vendor and the LPSO based on the following:

### **Vendor Responsibilities**

- Upon acceptance of an inmate into custody at LPCC or TWC, the vendor is responsible for all cost associated with:
  - Medical, nursing, mental health, and dental care
  - Health care staffing
  - Electronic health records
  - Telehealth services
  - Pharmaceutical services
  - On-site diagnostic services either through use of current permanent equipment or use of mobile services for:
    - Radiology
    - Laboratory
    - Ultrasound
  - On-site emergency services
  - On-site care for pregnant and postpartum inmates
  - o Noncapital medical equipment
  - Medical supplies
  - Office supplies
  - Medical waste disposal
- The vendor shall not be responsible for the following:
  - The cost of any medical treatment provided to an inmate prior to the inmate's commitment into LPSO custody, including any prebooking health care delivered in the community
  - The cost associated with the health care of any infants born to inmates
  - The cost of care associated with individuals under guard in jails or prisons outside of LPSO or those in the physical custody of other public safety or law enforcement agencies at the request of the LPSO
  - Providing elective medical care
  - The cost of care in a long-term care facility
  - The provision of eyeglasses or any other vision services, other than care for eye injuries or disease

# **LPSO Responsibilities**

- The LPSO shall be responsible for all costs incurred from the following:
  - Medically necessary health care services
  - o Off-site health care services
  - Ambulance/emergency medical services
  - Hospitalizations
  - Emergency room/urgent care services
  - Ophthalmologist services
  - Eyeglasses when such accommodation is required for activities of daily living
  - Cost of correctional health care accreditation(s)

# The cost proposal for this section should include the base price and per-diem costs to the LPSO, including expected terms for payment.

# 6.1.1 Alternate #1

The cost proposal for this section should be identical to "Base Bid Required Cost" in relation to the parties responsible for the outlined costs. The only exception is that this cost proposal must reflect pricing for application, achievement, and maintenance of NCCHC accreditation for jails.

# 6.2 Alternate #2

In this cost proposal, all expenses related to medical, dental, and mental health care of the inmate population are the sole responsibility of the vendor, including all services listed as "LPSO Responsibilities" in Base Bid Required Cost, except that the vendor shall not be responsible for the following:

- The cost of any medical treatment for health care services provided to any inmate prior to the inmate's commitment into LPSO custody, including any prebooking health care delivered in the community
- The cost associated with the health care of any infants born to inmates
- The cost of care associated with individuals under guard in jails or prisons outside of LPSO or those in the physical custody of other public safety or law enforcement agencies at the request of the LPSO
- Providing elective medical care
- The cost of care in a long-term care facility

The LPSO will set a cap on the cost to the vendor for catastrophic events or conditions. The cap will be \$50,000 per year, per patient. The twelve (12) month time frame will begin on the first day of the contract and subsequent anniversaries. Any cost exceeding the cap will be the responsibility of the LPSO.

The vendor is to submit this cost proposal under a flat rate model, with consideration for the catastrophic cap.

# 7. RFP EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated independent of the others, and all will be initially evaluated to determine whether they meet the following minimum requirements:

- Proposal is complete, in the required format, and in compliance with all requirements of the RFP
- Vendors include all required information for Company Profile and Qualifications in Attachment C

A committee determined by the LPSO will conduct a technical review of proposals meeting the initial requirements. Each proposal will be evaluated in five categories:

- Response to Scope of Work
- Experience
- Corporate Stability
- Price
- References

Each category is assigned a maximum point value for a maximum overall score of 100 points. Each category is also given a minimum value. If the minimum value is not met in any one category, the vendor will be disqualified. The categories will be evaluated as follows:

#### **Response to Scope of Work**

# Maximum 25 points – Minimum 5 points

- Vendor's understanding of the scope of work
- All sections are addressed clearly and succinctly
- Vendor proposes recommendations when requested in scope of work
- Vendor's overall proposal best meets the correctional health care needs of LPSO

Vendors will be scored based on response to each section:

- Administration of Health Care Program 5 points maximum
- Health Care Safety and Promotion 3 points maximum
- Personnel and Training 5 points maximum
- Ancillary Health Care Services 4 points maximum
- Patient Health Care Services 5 points maximum
- Accreditation 3 points maximum

# **Experience**

## Maximum 25 points - Minimum 5 points

Vendors will be evaluated in three ways:

- Years of experience providing correctional health care in detention and/or correctional facilities 10 points maximum
- Years of experience providing correctional health care to facilities with populations with fewer than 800 inmates 10 points maximum
- Years of experience providing correctional health care to facilities with a work release program 5 points maximum

### **Corporate Stability**

### Maximum 10 points – Minimum 2 points

- Review based on the proposal content and format requirements 5 points maximum
- Financial stability as determined by review of financial reports for previous three years 2.5 points maximum
- Ability to implement and properly manage the proposed program, including background and experience of on-site management staff 2.5 points maximum

# **Price**

# Maximum 25 points – Minimum 5 points

The vendor with the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based on all five scoring criteria. Responses will be rated based on the required cost proposals using a common reference point of a single dollar figure for delivery of a total health care program for one year.

#### **References**

# Maximum 15 points – Minimum 3 points

- Any member of the selection committee or designee of the LPSO reserves the right to contact any or all references the vendor provides in response to this RFP.
- Points will be awarded based upon the satisfaction of the correctional health care services provided to each reference's facilities.
- Satisfied references where the vendor provides services with a similar scope of work and similar inmate populations (e.g., numbers, work programs) will be scored higher.
- Scores are determined by averaging answers of all references using the following scoring system:
  - "Very satisfied" reference where vendor provides services with similar scope of work and similar inmate populations 15 points
  - "Very satisfied" reference whose scope of service and/or inmate populations is significantly higher or lower than LPSO – 12 points
  - "Satisfied" regardless of scope of work or inmate populations 9 points

- "Administrative concerns" if source of dissatisfaction is related to administrative issues but patient care is satisfactory 6 points
- "Care concerns" if source of dissatisfaction is administrative and/or minor patient care concerns – 3 points
- $\circ$  "Not recommended" regardless of source of dissatisfaction 0 points

# **TOTAL: 100 Points Maximum**

For the purposes of scoring the RFPs, the committee reserves the right to interview or require an oral presentation from any and/or all vendor(s) for clarification of information set forth in the vendor's response to the RFP. The oral presentation is intended to provide the vendor with an opportunity to clarify or elaborate on its qualifications and/or give an in-depth analysis of certain qualifications, without restating the response to the RFP. The oral presentation and/or interview is not to be used to negotiate any terms of the contract. If required by the committee, the time and location of the interview and/or oral presentations will be scheduled by the LPSO. The use of interviews and/or oral presentations is strictly an option and at the sole discretion of the LPSO's review committee and, therefore, may or may not be conducted. All travel expenses to and from the interview and/or oral presentation shall be the responsibility of the vendor. Final selection will be based on the determination of which proposal best meets the needs of the LPSO and the requirements of this RFP.

# **ATTACHMENT A**

### **Insurance Requirements**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

# A. MINIMUM SCOPE AND LIMITS OF INSURANCE

### 1. Workers Compensation

Workers Compensation insurance shall be in accordance with the Workers Compensation Laws of the State of Louisiana.

# 2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### 3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### 4. Umbrella or Excess Coverage

Umbrella or Excess Coverage may be purchased to reach the required limits.

#### 5. Deductibles

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the contractor.

## **B. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

#### 1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees, and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and noncontributory of the Contractor's insurance.

### 2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for the Agency.

#### 3. Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Purchasing Manager within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the LPSO shall be cause for the submittal to be rejected as nonresponsive. Consultant shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day noncancellation clause giving the LPSO thirty (30) days prior written notice in the event a policy is changed or canceled.

#### 4. All Coverages

- All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for nonpayment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a noncompliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees, and volunteers.

## C. ACCEPTABILITY OF INSURERS

- All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

### **D. VERIFICATION OF COVERAGE**

- 1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:

Lafourche Parish Sheriff's Office 200 Canal Blvd. P. O. Box 5608 Thibodaux, LA 70302

- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

# ATTACHMENT B

#### **Business Associate Contract Addendum**

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, the undersigned, **[Name of Covered Entity]** ("Covered Entity") and **[Name of Business Associate]** ("Business Associate") have entered into this "Business Associate Contract Addendum" ("Addendum") for the purposes herein set forth.

#### **<u>1. Business Associate Relationship</u>**

- (a) Covered Entity and Business Associate are parties to that certain contract, denominated "[Name of underlying contract], dated \_\_\_\_\_\_ ("the Agreement"), and pursuant to which Business Associate is performing functions or tasks on behalf of Covered Entity.
- (b) Covered Entity is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA"), 45 C.F.R. Parts 160 and 164 ("the Privacy Rule"). The intent and purpose of this Addendum is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §§ 164.502(e) and 164.504(e).
- (c) In the performance of this Agreement, Business Associate is performing functions on behalf of Covered Entity which meet the definition of "Business Associate Activities" in 45 C.F.R. § 160.103, and therefore Business Associate is a "Business Associate" of Covered Entity.
- In order for Business Associate to perform its obligations under the Agreement, Covered Entity must disclose to Business Associate certain Protected Health Information (as defined in 45 C.F. R. §164.501) that is subject to protection under HIPAA and the Privacy Rule.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and in furtherance of the mutual intent of the parties to comply with the requirements of the Privacy Rule, the parties agree as follows:

# 2. Definitions

- (a) <u>Protected Health Information</u>. "Protected Health Information" shall have the meaning found in 45 C.F.R. '164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. "Protected Health Information" may also be referred to as "PHI".
- (b) <u>Secretary</u>. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Terms used in this Addendum, but not otherwise defined herein, shall have the same meaning as in the Privacy Rule.

#### 3. Obligations and Activities of Business Associate

- (a) Business Associate agrees not to use or disclose PHI other than as stated in this Agreement this Addendum or as Required By Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for in this Addendum. Business Associate acknowledges receipt of a copy of Covered Entity's policies and procedures for safeguarding PHI, and agrees to implement substantially identical safeguards for PHI in its possession.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
- (d) Business Associate agrees to report promptly to Covered Entity any use or disclosure of the PHI not provided for by this Addendum of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, and in a prompt and timely manner, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524.
- (g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual.
- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a prompt and timely manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond timely to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (j) Business Associate agrees that, in requesting PHI from Covered Entity, and in using or disclosing PHI to others, only the Minimum Necessary information shall be requested, used or disclosed.

#### 4. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise prohibited by law or limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity or the Privacy Rule, including, but not limited to the following:
  - 1. Use or disclose PHI for proper management and administration or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Entities to which Business Associate discloses PHI for the purpose of management and administration of the Business Associate shall be deemed "agents" or "subcontractors" of Business Associate, within the meaning of Section 3(e) of this Addendum.
  - 2. Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e) (2) (i) (B).

#### **5.** Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Business Associate acknowledges that it has received a copy of Covered Entity's Notice of Privacy Practices, and agrees to comply with all limitations on use and disclosure of PHI contained therein.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any changes in Covered Entity's Notice of Privacy Practices.

#### 6. Term and Termination of Agreement

(a) <u>Term.</u> The Term of this Addendum shall be effective as of the date of execution by the last party executing same, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

- (b) <u>Termination for Cause.</u> Notwithstanding any other provisions of this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this Addendum, Covered Entity shall either:
  - (1) Provide an opportunity for Business Associate to cure the breach. Covered Entity may terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
  - (3) If neither termination nor cure is feasible in the sole discretion of Covered Entity, Covered Entity shall report the violation to the Secretary

#### (c) <u>Effect of Termination.</u>

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain copies of any PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.
- (2) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall notify Covered Entity of this determination and its reasons. If Covered Entity agrees that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures, for so long as Business Associate maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

#### 7. Miscellaneous

- (a) <u>Regulatory References</u>. Any reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Formal Amendment and Deemed Amendment. The Parties agree to take such action as is necessary to formally amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191. Regardless of the execution of a formal amendment of this Addendum, the Addendum shall be deemed amended to permit the Covered Entity to comply with HIPAA and the Privacy Rule, as the same may be hereafter amended or interpreted.
- (c) <u>Survival.</u> The respective rights and obligations of Business Associate under Section 6 (c) of this Addendum entitled "Effect of Termination" shall survive the termination of this Addendum and/or the Agreement.

- (d) <u>Interpretation.</u> Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- (e) <u>Material Breach of Addendum as Breach of Agreement.</u> Any material breach of this Addendum by Business Associate shall constitute a material breach of the Agreement, and shall entitle Covered Entity to any of the remedies provided in the Agreement, in addition to the remedies provided herein.
- (f) <u>Provisions of Addendum to Control.</u> In the event of any conflict between the provisions of this Addendum and any of the other provisions of the Agreement, including any renewal, extension or modification thereof, the provisions of this Addendum shall control.
- (g) <u>Ownership of PHI.</u> The PHI to which Business Associate, or any agent or subcontractor of Business Associate has access under the Agreement shall be and remain the property of Covered Entity.
- (h) <u>Indemnification and Contribution.</u> Each party to this Addendum shall indemnify and hold the other harmless from any and all claims, liability, damages, costs and expenses, including attorney's fees and costs of defense and attorney's fees, resulting from the action or omission of the other party. In the event that any liability, damages, costs and expenses arise as a result of the actions or omissions of both parties, each party shall bear such proportion of such liability, damages, costs and expenses as are attributable to the acts or omissions of such party.
- (i) <u>Injunctive Relief.</u> Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by Business Associate, or any agent or subcontractor of Business Associate.
- (j) <u>Attorney's Fees.</u> If any legal action or other proceeding is brought for the enforcement of this Addendum or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorney's fees and costs incurred therein in addition to any other right of recovery.
- (k) <u>Severability.</u> If any clause or provision of this Addendum is held to be illegal, invalid or unenforceable under any present or future law, the remainder of this Addendum will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be substituted in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.
- (1) <u>Waiver of Provisions.</u> Failure by either party at any time to enforce or require the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms or conditions or modify such provision or in any manner render it unenforceable as to any other time or as to any other occurrence. Any specific waiver by either party of any of the terms and conditions of this Agreement shall be considered a one-

time event and shall not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of this Agreement or the right of either party to avail itself of its remedies.

- (m)<u>Choice of Law.</u> To the extent not preempted by HIPAA or the Privacy Rule, the Laws of the State of Louisiana shall govern this Addendum.
- (n) <u>Notices.</u> Any notice, demand or communication required or permitted to be given by any provision of this Addendum shall be in writing and will be deemed to have been given when actually delivered (by whatever means) to the party designated to receive such notice, or on the next business day following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified United States mail, postage and charges prepaid, directed to the addresses noted below, or to such other or additional address as any party might designate by written notice to the other party, whichever is earlier.

Notices required by this Addendum shall be sent as follows:

Covered Entity: [Name] [Institution] [Address] [City, State Zip Code] Business Associate: [Name] [Institution] [Address] [City, State Zip Code]

Copy to: [Name] [Institution] [Address] [City, State Zip Code] Copy to: [Name] [Institution] [Address] [City, State Zip Code]

THUS DONE AND SIGNED on the date first written above:

[Name of Covered Entity]:

By:

Title: