

MIDDLE PENINSULA REGIONAL SECURITY CENTER
Serving: The Counties of Essex, King and Queen,
King William, Mathews and Middlesex

Request for Proposal

RFP# 2019 Nurses

Issue Date: June 7, 2019

Title: Inmate Nursing Services

Location: 170 Oakes Landing Road, Saluda, VA 23149

The Middle Peninsula Regional Security Center (MPRSC) is requesting proposals for Inmate Nursing Services for a term of one year from September 1, 2019 through August 31, 2020. In addition, the Middle Peninsula Regional Security Center reserves the option of extending the contract for four (4) additional one-year terms, subject to the conditions and instructions contained herein. Proposals for this RFP will be accepted at the location indicated below until, but not later than, 2:00 pm, Friday, July 28, 2019, at which time they will be opened at the facility. This is procurement for professional services using competitive negotiation and the cost of services shall not be included in the proposal.

Where to submit proposal: Enclose proposal package and Attachment A and CLEARLY MARK envelope "Sealed Proposal for Inmate Nursing Services". Address or hand-deliver to:

Middle Peninsula Regional Security Center
Attn: Andy Scales
Post Office Box 403
170 Oakes Landing Road
Saluda, VA 23149

The MPRSC is an Equal Opportunity Employer. All offerors must agree not to discriminate against any person because of race, religion, sex, or national origin.

Requests for information relating to the Request for Proposal may be obtained by contacting:

Andy Scales, Finance Director

Email: ascales@mprsc.org

Telephone: 804-758-2338 x253

Requests for specific information relating to services may be obtained by contacting:

Teresa Haywood, Medical Department Supervisor

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MIDDLE PENINSULA REGIONAL SECURITY CENTER
Request for Proposal
Inmate Nursing Services

I. PURPOSE

The Middle Peninsula Regional Jail Authority is seeking a contract for the provision of Inmate Nursing Services in accordance with standards prescribed by Virginia Department of Corrections (VADOC), Board of Corrections (BOC), American Correctional Association (ACA), Adult Community Residential Services (ACRS) and the National Commission on Correctional Health Care (NCCHC) for inmates confined in MPRSC. Medical care shall be provided to about 200 inmates within the facility and, when necessary, referrals for outside medical services will be made. Inmate Nursing Services shall be provided to male and female inmates.

II. BACKGROUND

The Middle Peninsula Regional Jail Authority, the governing body for MPRSC, is an Authority of the Commonwealth of Virginia which serves the Counties of Essex, King and Queen, King William, Mathews and Middlesex. The jail has an average daily inmate count of 200 and an annual operating budget of \$6.8 million. MPRSC maintains a full time 24 hours a day 7 days a week nursing staff that includes hours in the facility and on call.

III. GLOSSARY AND CURRENT CONTRACTS

- a. Nursing Contractor is the respondent to this request.
- b. MPRSC Staff are all employees of MPRSC.
- c. Nursing Staff are employees of the Nursing Contractor provided to fulfill the Inmate Nursing Services contract with MPRSC.
- d. Medical Staff are medical employees and contractors providing medical services, equipment and supplies to MPRSC.
- e. MPRSC Physician is the contracted physician for the facility. Currently this is Doctor William Andrew Reese.
- f. The currently contracted optometrist is Doctor Greg W. McGrew with Mobile Optometric Service.
- g. The currently contracted psychiatrist is Virginia Psychiatric Associates, Inc.
- h. The currently contracted dentist is Dentrust Dental Virginia PC.
- i. The currently contracted laboratory is LabCorp.
- j. The currently contracted mental health counseling service is Middle Peninsula Northern Neck Community Services Board.
- k. The currently contracted pharmacy service is Westwood Pharmacy, Inc.
- l. The currently contracted imaging service is Dynamic Mobile Imaging.
- m. The currently contracted sharps and medical disposal service is Stericycle.
- n. The currently contracted food service is Trinity Services Group, Inc.
- o. The currently contracted translator is Lionbridge Technologies, Inc.
- p. The currently installed electronic medical record software is HealthSecure EMR by SpiralFX Interactive, LLC.

IV. SCOPE OF SERVICES

a. Role of the Nursing Contractor

The Nursing Contractor shall provide comprehensive medical services to the inmate population of MPRSC. These services shall consist of medical diagnoses and treatment, nurse staffing, medical records, and ancillary services, as well as coordinating off-site emergency, outpatient specialty and inpatient hospitalization services. The Nursing Contractor will have to coordinate with existing and future contractors. It is the goal of MPRSC that the Nursing Contractor provides as many services as possible on-site, within the confines of the MPRSC to minimize inmate transportation.

b. Objectives of the Nursing Contractor

- i. To ensure high quality comprehensive medical services to the inmate population within MPRSC.
- ii. To deliver services in a manner consistent with community standards and to treat inmates with respect and dignity in all interactions and encounters.
- iii. To assist and cooperate with MPRSC on new Medicaid expansion regulation that has been in effect since January 2019.
- iv. To comply with professional standards and accreditation guidelines for the VADOC, BOC, ACA, ACRS and NCCHC.
- v. To establish reports and other mechanisms to ensure accountability to MPRSC for services and Nursing staff provided.
- vi. To maintain documentation of services provided that is accurate, complete, thorough and comprehensive.
- vii. To audit services and nurse staffing through a system of quality improvement.
- viii. To maintain nurse staffing levels within proscribed guidelines and patterns identified in this proposal.
- ix. To provide appropriately credentialed and licensed/certified/registered medical professionals.
- x. To create an employee-focused work environment that fosters professional growth and development.
- xi. To initiate systems for recruitment and retention of qualified nursing staff.
- xii. To enhance nursing staff skills and job satisfaction with continuing education and nursing staff development activities.
- xiii. To focus on client satisfaction with the "client" including the inmate population, the mental health professionals, and MPRSC.
- xiv. To ensure that communication is open and forthright regarding all issues relative to the contract and MPRSC.
- xv. To work both cooperatively and collaboratively with MPRSC toward the common goal of quality medical care.

c. Governance and Administration

i. Designated Nursing Director

The Nursing Contractor shall designate a Nursing Director that works full-time on this Contract at MPRSC. The Nursing Contractor shall be responsible for all decisions relating to the delivery of medical services provided under this contract, for on-site services as well as off-site services. Final medical authority shall reside with the designated MPRSC Physician who is responsible for the clinical care provided. Responsibilities of the Nursing Contractor include:

1. Establishing a mission statement that defines the scope of medical services.
2. Developing mechanisms, including assisting with written agreements, when necessary, to assure the scope of services is provided and properly monitored.
3. Developing the facilities operational medical policies and procedures.
4. Identifying the type of medical care providers needed to provide the determined scope of services.
5. Establishing systems for the coordination of care among multi-disciplinary medical care providers.

ii. Subcontract Agreements

The Nursing Contractor shall assist MPRSC with establishing written contract agreements with each subcontractor such as hospitals, ambulatory clinics, physicians' groups, lab, x-ray, dialysis, dental, dental lab, dental/medical/office supplies, etc. A copy of each agreement shall be on hand by the Nursing Director, in the medical department at MPRSC.

d. Meetings

The Nursing Contractor shall ensure that the following administrative meetings and reports occur and be generated on a regular basis according to contract requirements and professional standards.

i. Medical Staff Meetings

The Nursing Contractor shall conduct medical staff meetings on a regularly scheduled basis at least monthly. Meeting minutes will be maintained and available to nursing staff at all times. Medical staff meetings shall include all medical staff to include MPRSC Physician, nursing staff, and mental health staff and all other medical professionals on-site. Individual disciplines may conduct additional staff meetings but they do not meet this requirement.

ii. Medical Executive Meetings

The Nursing Contractor shall be available on a monthly basis to meet with key individuals designated by the Superintendent. The executive meetings will include the MPRSC Physician and Nursing Director. Other individuals may participate with the approval of the Superintendent, based upon the agenda items identified in advance. At these meetings, jail executive staff will be briefed by the Nursing Director regarding current medical trends in the inmate population, significant medical cases, special needs inmates, hospitalizations, program activity, and utilization. The Nursing Director shall be available and comply with requests by the Superintendent or designee to meet on an as-needed basis to discuss issues pertaining to the MPRSC medical services program, individual MPRSC inmate medical care, inmate grievances, and quality improvement.

iii. Command Staff Meetings

The Nursing Director shall be a member of the Superintendent Executive Staff and attend weekly Executive Staff Meetings. The Superintendent's Executive Staff includes: the Superintendent, Assistant Superintendent, Captain of Security, Lieutenant of Security, Lieutenant of Programs, and Lieutenant of Administrative Services.

e. Policies and Procedures

i. **Development and Review**

The Nursing Contractor shall ensure that comprehensive and thorough policies and procedures exist for all aspects of the medical care delivery system. These policies and procedures must be approved by the MPRSC Physician and the Superintendent or designee. Each policy and its procedure shall be reviewed on an annual basis and documentation of this review shall be in evidence through appropriate dates and signatures. All policies and procedures shall be in compliance with federal and state laws, rules, regulations and guidelines as well as with professional standards of the VADOC, BOC, ACA, ACRS and NCCHC. Each policy and procedure shall cross-reference the VADOC, BOC, ACA, ACRS and NCCHC standards applicable for ease of reference. All medical services forms shall be cross-referenced to the applicable policy.

ii. **Site Specificity**

The Nursing Contractor shall ensure that policies and procedures and related medical record forms are specific to the unique environment of

MPRSC within 90 days of start-up of this contract. Routine updates and training on all policies and procedures shall be provided to nursing staff and such information sharing shall be documented and available for inspection. Each new nursing staff member shall be oriented thoroughly on all medical-related policies and procedures and documentation of such orientation and training shall be maintained in the training files. Policy manuals shall be available to all nursing staff at all times.

iii. **Remain MPRSC Property**

All policies and procedures, protocols, manuals (such as quality improvement, infirmary, nursing, forms, etc.) shall remain the property of MPRSC at the termination of this contract and shall be available to MPRSC at all times during the contract term and at termination, upon request. The documents will be provided electronically in Microsoft Word format and any other raw formatting used. The Nursing Contractor shall ensure that all policy and procedure manuals throughout the facilities are current with the latest version of the required documents.

f. **Quality Improvement Program**

The Nursing Contractor shall ensure a system is in place to provide medical care internal review and quality assurance in accordance with VADOC, BOC, ACA, ACRS and NCCHC standards. The Nursing Contractor shall establish a comprehensive quality improvement program on-site to evaluate and review quality, timeliness and appropriateness of the medical care provided to the inmate population, with a committee meeting monthly. Results shall be shared on at least a quarterly basis with the Superintendent and or his designee and an annual summary prepared and presented. Efforts shall include all on-site disciplines. The quality improvement activity shall be comprehensive with consideration to risk management and litigation, inmate complaints and grievances, policy and procedure review, statistical utilization reporting, safety and sanitation issues, infection control (subcommittee activity), seclusion and restraint data, etc.

i. **Quality Improvement Plan**

1. The Nursing Contractor shall develop a Quality Improvement Plan within 90 days of start-up and this plan shall be specific to the MPRSC facility. This plan must be approved by the Superintendent or designee. On-site and off-site aspects of care such as emergency room use, outpatient specialty services and inpatient hospitalization shall be studied in the quality improvement process through the development of indicators. In addition to the inclusion of all disciplines, the Nursing Contractor shall be responsible to ensure an on-going review of the various relevant aspects of care for the jail facilities including but not limited to intake nursing, intake mental health, sick call, medication management, Keep On Person (KOP) medication implementation, special housing, mental health housing and special needs services, ancillary services such as lab, x-ray and dialysis, and all sentinel events such as patient deaths, suicides, serious suicide attempts, disasters or major emergencies, etc. Events with high risk, high cost, high volume or problem-prone events shall be included. Infection control, infectious disease management, and occupational health shall also be a part of the quality improvement initiative. Patient satisfaction surveys should be completed at least once per year on a relevant topic of importance to the inmate population. The quality improvement committee shall evaluate inmate complaints,

grievances, family inquiries and legal inquiries on a routine basis. This process must include a face-to-face component for dispute resolution with the inmate population as appropriate to the complaint. Other aspects of care may be shared in writing, i.e. answers to questions regarding follow-up care, prosthetics, etc. While one or more individuals may be designated as responsible for the overall quality improvement initiative, efforts shall include line-level staff from various shifts and disciplines to ensure participation and buy-in throughout the medical and mental health services operation.

2. All Nursing Staff shall receive orientation to the quality improvement process and annual training review.
3. While the quality improvement process may include retrospective chart audits for presence/absence of essential documentation as well as completeness of documentation, the committee efforts shall include a review of processes, systems and care for the clinical outcomes of care and patient impact. Significant findings shall include an implementation component for staff familiarity with the process and outcomes as well as training regarding any corrective actions or process changes.

g. Managing a Safe and Healthy Environment

i. Infection Control Program

1. The Nursing Contractor shall establish a written plan that addresses the management of infectious and communicable diseases. The plan shall include procedures for prevention, education, identification, surveillance, immunization (when applicable), treatment, follow-up, isolation (when indicated), and reporting requirements to applicable local, state, and federal agencies. The plan shall provide for a multidisciplinary team that includes clinical, security, and administrative representatives, that meets quarterly to review and discuss communicable disease and infection control activities. They shall require the Nursing Contractor to work with the responsible public medical authority to establish policy and procedure that include the following: an ongoing education program for MPRSC staff and inmates; control, treatment, and prevention strategies, which may include screening and testing, special supervision, or special housing arrangements, as appropriate; protection of individual confidentiality; and media relations.
2. The Nursing Contractor shall establish a comprehensive infection control program that includes monitoring and case management of inmates with infectious diseases such as human immunodeficiency virus (HIV), tuberculosis (TB), hepatitis C virus (HCV), hepatitis B virus (HBV), methicillin-resistant staphylococcus aureus (MRSA), and sexually transmitted diseases such as gonorrhea, chlamydia, syphilis, herpes, etc. HIV counseling shall be consistent with the guidelines of the Centers for Disease Control (CDC) and state health department.
3. An individual staff member shall be designated by the Nursing Contractor as responsible for the monitoring of infectious diseases and the reporting to the state health department as required. This individual shall be responsible to ensure that intake screening is carried out appropriately with questions relevant to infectious

disease, which inmates are identified and treatment plans established, that inmates are followed through chronic/communicable disease clinics with consistent diagnostic testing and treatment consistent with community standards.

ii. **Infection Control Program Components**

This program shall include necessary training for nursing staff and MPRSC staff on infectious disease control and prevention, precautions and appropriate use of personal protective equipment such as HEPA-masks. This program shall also include standards for bio-hazardous waste disposal, infection control practices for equipment management, and availability and accessibility of appropriate protective gear.

iii. **Infection Control Committee**

1. The infection control program shall be coordinated by Nursing Director and shall be considered a component of the quality improvement committee.
2. Sentinel events involving infectious disease or control issues shall be reported to the quality improvement committee and reported to the Superintendent or designee immediately per occurrence. An infection control committee shall be established to include representatives from security, medical, maintenance, and the Safety Officer. All activities of this committee shall be reported through the quality improvement program to the Superintendent or designee.

iv. **Staff Vaccination**

1. Nursing staff shall be provided Hepatitis B vaccination.
2. MPRSC staff shall receive a test for tuberculosis prior to job assignment and periodic testing thereafter.
3. Nursing staff shall be tested annually (or more often if deemed appropriate by MPRSC) for tuberculosis exposure. TB screening shall be accomplished using the one-step purified protein derivative (PPD)/Mantoux skin test or x-ray as appropriate. The Nursing Contractor shall maintain all documentation of nursing staff.
4. The Nursing Contractor shall administer flu shots to MPRSC staff.

v. **Tuberculosis Testing**

1. The Nursing Contractor shall develop a written plan that addresses the management of tuberculosis. The plan shall include procedures for initial and on-going testing for infection, surveillance, treatment, including treatment for latent tuberculosis, follow-up, and isolation when indicated.
2. TB screening of inmates shall be carried out at intake by nursing staff through a symptom check with the admission process. Any individual identified as symptomatic consistent with TB shall be placed in negative pressure respiratory isolation (infirmary) and the on-call physician shall be contacted immediately for orders. Asymptomatic individuals shall receive the Mantoux skin test or a chest radiograph within seven (7) days of arrival. Participation is mandatory for both inmates and nursing staff.
3. For inmates held for the U.S. Marshall Service and Immigrations and Customs Enforcement, individuals shall receive the Mantoux skin test or a chest radiograph at admission. The Nursing Contractor shall cooperate with these agencies by providing appropriate TB test/clearance documentation upon request.

4. The Nursing Contractor shall collaborate with state and local medical officials and conduct an annual TB risk assessment for the facility. Written results of the risk assessment shall be maintained on file and made available to state and MPRSC officials upon request.
- vi. **Hepatitis A, B, and C**
The Nursing Contractor shall have a written plan that addresses the management of hepatitis A, B, and C. The plan shall include procedures for the identification; surveillance; immunization, when applicable; treatment, when indicated; follow-up; and isolation, when indicated. Inmates are not required to receive Hepatitis B vaccination unless the individual has been started on the series and would receive the follow-on injections during incarceration.
- vii. **HIV Infection**
The Nursing Contractor shall have a written plan that addresses HIV infection. The plan shall include procedures for the identification; surveillance; immunization, when applicable; treatment, when indicated; follow-up; and isolation, when indicated.
- viii. **Environmental Health and Safety**
The Nursing Contractor shall participate with MPRSC in the inspections of all jail areas for safety and sanitation. These inspections shall be carried out on a monthly basis and include a standardized inspection tool. Monthly reports to MPRSC and to the quality improvement committee, through the infection control subcommittee, shall be made with any recommendations for corrective action or improvement. These inspections shall be conducted by the infection control designee among the nursing staff and shall include housing, program area, work and assignment areas, intake, laundry, medical services areas including special housing and the kitchen. Each component of the inspection shall be detailed.
- ix. **Bio-hazardous Waste**
The Nursing Contractor shall assist MPRSC with establishing written contract agreement for bio-hazardous waste.
- x. **Kitchen Sanitation and Food Handlers**
The Nursing Contractor shall participate with MPRSC in the monitoring of all food services areas including food preparation, storage and cleaning areas. Staff in food services, employees and inmates, should be trained appropriately regarding cleanliness, infection control, inspections, sanitation, etc. and the nursing staff shall participate in the training and monitoring.
- xi. **Ectoparasite Control**
 1. The Nursing Contractor shall establish guidelines and protocols for the prevention, identification and treatment of ectoparasites such as pediculosis and scabies.
 2. Procedures shall describe the process for treatment of the individual, other individuals exposed, and all clothing and bedding. Intake screening shall include inquiry and observation regarding the potential presence of ectoparasites and treatment shall be individualized to each inmate infected.
- xii. **First-Aid Supplies**
The Nursing Contractor shall establish standardized contents and inspection procedures for first-aid supplies throughout the facilities for staff access. The Nursing Contractor shall determine, with the cooperation of MPRSC, the locations, numbers, and documentation guidelines for first-

aid kits. The kits shall be placed for ease of access. The Nursing Contractor shall work with MPRSC to define the policy and procedure surrounding the use, documentation and replenishing of the first-aid supplies.

h. Medical Services Support

i. Pharmaceuticals

The Nursing Contractor management of pharmaceuticals shall include:

1. Establish a formulary in conjunction with the contract pharmacy and MPRSC.
2. A formalized method for obtaining non-formulary medications.
3. Medication procurement, receipt, distribution, storage, dispensing, administration and disposal.
4. Secure storage and perpetual inventory of all controlled substances, syringes, and needles.
5. Administration and management in accordance with state and federal law and supervision by properly licensed personnel
6. Administration of medications by persons properly trained and under the supervision of the MPRSC Physician and facility or program administrator or designee.
7. Accountability for administering and distributing medications in a timely manner and according to physician orders.

ii. Pharmacy Services

The Nursing Contractor shall ensure the management of onsite pharmacy services sufficient to meet the needs of the inmate populations assigned to MPRSC. At present, an off-site pharmacy supplies medications which are delivered to MPRSC two times per week. MPRSC will establish a contract for the supply of all pharmaceuticals. The Nursing Contractor shall comply with all applicable state and federal laws, rules, regulations and guidelines regarding the management of pharmacy operations.

iii. Pharmacy Consultant and Inspections

A consultant pharmacist utilized through the MPRSC established pharmacy contract shall conduct inspections on a monthly basis of the contract. The Nursing Contractor shall cooperate with the contract pharmacy during these inspections. The Nursing Contractor shall ensure timely follow-up and resolution of all outstanding pharmacy management issues as a high priority.

iv. Commonly Used Medications

The Nursing Contractor shall establish a stock supply of commonly used medications (over the counter [OTC], legend and controlled substances) for administration to inmates prior to receipt of their actual patient-specific prescription. This stock shall be managed and maintained in a safe and secure environment with a perpetual inventory tracking system to ensure accountability. These stock medications shall be determined by the MPRSC Physician and Nursing Director with the approval of MPRSC (and the state pharmacy board if necessary). Volume shall be monitored closely to ensure that no medications are being diverted.

v. Stock Medications

This stock supply shall include emergency drugs for the emergency supplies as determined by the MPRSC Physician. Additionally, stock shall include items for poison control, antidote and overdose management, again determined by the MPRSC Physician. All Nursing Staff that work with medications shall be oriented fully to pharmacy procedures and to poison

control numbers. These numbers shall be posted conspicuously in medication areas and in the infirmary and intake areas.

vi. **Formulary**

The Nursing Contractor shall establish a formulary in conjunction with the contract pharmacy and MPRSC. This formulary must be current with community standards of practice within managed care environments. A comprehensive policy and procedure shall describe the use of the formulary and procedures for non-formulary approval. It shall be the responsibility of the on-site MPRSC Physician to approve or deny any non-formulary request including psychotropic medications. The Nursing Contractor shall submit a draft formulary with their proposal. A formulary for OTC products shall also be established and shall coordinate with the use of approved nursing protocols for minor, self-limiting illnesses among the inmate population. Again, a non-formulary process shall be established for any such request for an OTC product not identified as formulary.

vii. **Pharmacy and Therapeutics Committee**

The Nursing Contractor shall participate in a quarterly Pharmacy and Therapeutics Committee meeting with the contract pharmacy to include review of the formulary and non-formulary usage, provider prescribing practices, drug utilization review, educational information, drug costs and other relevant topics to pharmacy operations. The MPRSC Physician and Assistant Superintendent shall participate, and the consulting pharmacist shall chair the committee. All providers on-site shall participate and the meeting is mandatory.

viii. **Medication Administration and Distribution**

Medications are to be administered to the inmate population by nursing personnel or for unique requirements may be Keep on Person (KOP) by the inmates depending upon the medications involved and the assigned housing unit. No controlled substances, TB, HIV or psychoactive medications shall be KOP but rather shall be administered on a dose-by-dose basis by nursing staff. KOP medications shall be monitored within the population and the Nursing Contractor shall work with MPRSC on implementation of the process and the training of security staff regarding search and seizure situations. Security staff will contact a designated nursing staff member regarding any questions about inmate medication during admission or during a subsequent search. Inmates in disciplinary settings will not be allowed KOP medications unless approved by the superintendent or designee. It is expected that items of a critical and emergent nature such as nitroglycerin or an inhaler will be allowed KOP.

ix. **Credit/Disposal/Destruction of Medications**

The Nursing Contractor shall coordinate with the contract pharmacy to establish a formal process, in concert with state and federal laws, regarding the credit for unused medications, destruction or disposal of medications including patient-specific dispensed medications, stock medications, controlled substances (whether stock or dispensed), and psychotropic medications. Medications shall be purged routinely so that the on-site quantity does not build up. Documentation of all destruction and disposal shall be complete, thorough and available for review upon request.

x. **Safety of Storage**

The Nursing Contractor shall ensure that all medications are maintained in a safe and secure manner and that counts of controlled substances occur

on a per-shift basis by the oncoming and off going nursing staff. Counts shall be conducted with two personnel at all times. Any waste shall be documented appropriately. Controlled substance stock shall be managed and documented appropriately with no cross-outs, whiteouts, etc. The pharmacist conducting the routine inspections shall monitor this documentation for completeness and accuracy as shall the charge nurse or nursing supervisor and Nursing Director as these aspects are critical to the performance evaluations and ongoing supervision of nursing staff managing these medications.

xi. **Sharps Management and Inventory**

All syringes and sharps shall be stored and managed in a safe and secure environment with double-lock. These items shall be counted per shift and require the participation of two nursing staff. Dental sharps may be managed by the Dentist and Dental Assistant; however, the same counting requirement applies for dental instruments, needles, etc. All nursing staff utilizing sharps shall maintain a perpetual inventory or checklist of which the items were used for during their shift.

xii. **Intake Medications**

The Nursing Contractor shall establish a policy and procedure for the handling of medications coming into the facilities with inmates upon intake. If utilized in any way for that specific individual inmate, a nurse must verify that the medication received is the medication described/prescribed. Every effort shall be made to verify existing orders from outside sources if the inmate comes in with a current medication prescription. If not utilized, these medications shall be seized upon admission and stored and controlled by the Nursing Contractor until the inmate's release. Inmates arriving at intake who are currently on psychoactive drugs shall be continued on the same medications as verified, even if non-formulary, until such time as seen by the psychiatrist and evaluated for a change to a formulary medication. A non-formulary request shall be completed in the event of the intake continuation of a verified community prescription that is not on the current formulary.

xiii. **Order Procedures**

The Nursing Contractor shall ensure that medications are only administered according to a legitimate order by a practitioner including physician, psychiatrist, mid-level provider or dentist and are received by the inmate within 24 hours of the order initiation. Protocols for legend drugs to be administered by nursing staff are acceptable and may require a telephone order by a licensed provider. The Nursing Contractor shall ensure that all telephone or verbal orders are countersigned within the time allotted by law within Virginia. Nursing staff may distribute OTC medications in accordance with approved protocols.

xiv. **Dispensing Guidelines**

Given the short length of stay, in general, it is preferred that the Nursing Contractor not dispense more than a full month blister card. Blister pack packaging is the preferred method of packaging due to familiarity with that process. However, liquid medications, particularly psychotropic and controlled substances shall be made available upon the order of the MPRSC Physician in specific cases such as an individual with wired jaws or a history of stockpiling medications. Any change from blister pack would require the approval of the superintendent or designee. Reuse of medications by the pharmacy shall be within applicable state and federal laws.

xv. **Discharge Medications**

The Nursing Contractor shall establish a policy and procedure for the management of legend medications upon inmate discharge. If the Nursing Contractor is aware of the inmate's pending release and the medications are maintained by nursing staff, the inmate shall be given at least a fourteen days' supply upon release to ensure continuity for follow-up care. If the inmate has the medication as KOP, then the remainder of the prescription will be given to the inmate upon release. If the prescription is for an antibiotic or a psychotropic medication or other necessary medication that is not a controlled substance, the inmate may be given the remainder of the blister pack, not to exceed a two-week supply. Controlled substances may be provided up to a three-day supply based on the approval of the responsible physician given the potential for abuse or overdose. Nursing Contractor will be required to submit, with their proposal, their plan for providing discharge medications, and their plan for linking discharged inmates with community services. Syringes for insulin-dependent diabetics may be given in a seven-day supply. The Nursing Contractor shall provide for continuity of care and to avoid disruption of prescribed medications, particularly those life-sustaining or for chronic illness management. The Nursing Contractor shall also provide access to medication profiles for viewing and printing purposes.

xvi. **Order Automation**

If at all possible, the Nursing Contractor shall automate the process for ordering medications, noting by nursing and transmission to the pharmacy. Orders may be faxed to the pharmacy if necessary but the goal is to minimize the amount of work by nursing staff required to process the order to the pharmacy.

xvii. **Nonprescription Medication**

When nonprescription medications are available outside of health services, the items, and access, are approved jointly by the superintendent or designee and the MPRSC Physician. The items and access are reviewed annually by the superintendent or designee and the MPRSC Physician. A limited amount of nonprescription medications are currently available to inmates through the inmate commissary.

i. Medical and Diagnostic Services

i. **Laboratory Services**

The Nursing Contractor shall ensure the management of Laboratory services sufficient to meet the needs of the inmate populations assigned to MPRSC. At present, an off-site Contractor supplies the analysis of any bodily fluids that has been drawn. The Nursing Contractor shall comply with all applicable state and federal laws, rules, regulations and guidelines regarding the management of laboratory services.

ii. **Phlebotomy**

Nursing staff shall be trained in phlebotomy services. The Nursing Director shall ensure that the stock of needles and syringes maintained for lab use is secured and double-locked, as well as counted at least weekly (stock). Needles and syringes in daily use shall be accounted for on a perpetual inventory basis with documentation and tracking of the use of each sharp. Lab services, including HIV, sexually transmitted diseases and drug rehabilitation diagnostics, are NOT available to the Nursing Contractor through the state's health department or drug rehabilitation program providers; thus, the Nursing Contractor is responsible for laboratory testing conducted by health services staff. Lab services shall be provided

by a fully licensed and accredited facility with qualified and credentialed medical technologist and board certified pathologist staff.

iii. **Radiology Services**

The Nursing Contractor shall coordinate x-ray and radiology services and reports with the offsite contracted provider.

iv. **Other Specialty Services**

Other diagnostic services such as mammography, CT scans, MRI, ultrasound, fluoroscopy, EEG, EMG, etc., shall be provided in the community through agreements with the MPRSC. The Nursing Contractor shall assist MPRSC with negotiating these agreements to ensure that diagnostic services are available within the general proximity of MPRSC.

v. **Ancillary Services Quality Improvement**

Quality improvement initiatives may include lab, EKG, and x-ray on occasion and the Nursing Contractor may be required to obtain multiple specimens and send them out to various locations for results or interpretation as a quality assurance measure. Any such quality improvement shall be the responsibility of the Nursing Contractor.

j. Inmate Care and Treatment

i. **Receiving Health Screening**

1. The Nursing Contractor shall provide qualified nursing staff to provide 24-hours per day, 7-days per week medical care coverage for MPRSC to include the intake/admissions area to complete receiving health screening on all new inmate arrivals including intra-system transfer inmates. Nursing Contractors' staffing proposals should address potential needs for increased intake staff during times of peak workload in the admissions area. Nursing staff shall complete an initial health assessment and medical screening in the intake area within four (4) hours of an inmate being booked into the facility. This nursing staff shall also be responsible for the medical needs of inmates held in the receiving areas. "Book-and-Release" intakes (inmates who are booked solely for the purpose of identification, and are immediately released from the jail) may be exempted from screening.
2. The nursing staff providing intake screening may request an arresting agency to obtain an evaluation of an arrestee's medical condition at a hospital emergency department if the arrestee is in need of medical intervention beyond the capability of on-site jail medical services. Any inmate returning to intake after having been referred to an off-site medical setting must have written documentation, such as discharge documents or a medical clearance form, indicating the inmate's medical condition and needs.

ii. **Contents**

The intake screening carried out at admission shall consist of the following components of inquiry or observation at a minimum (and a new intake screening completed upon each admission despite frequency of admission to the jail setting):

1. Signs, symptoms or past history of infectious disease including TB.
2. Current illness and medical problems, including communicable disease.
3. Dental problems.
4. Inmate's medical history.
5. Signs or symptoms of acute mental illness.

6. Suicide ideation.
 7. Acute dental problems, swelling, infection.
 8. Known allergies to medications or other agents.
 9. Medication and therapeutic diet history and current use.
 10. Signs and symptoms of drug or alcohol withdrawal.
 11. History of past or current treatment for illness.
 12. Last ingestion of drugs or alcohol date and time, type, quantity, method, frequency, and related problems.
 13. Current pregnancy, date of last menstrual period, any gynecological problems.
 14. Behavior, appearance.
 15. Body deformities or difficulties with ambulation or movement.
 16. Persistent cough, lethargy, complaints of unexplained weight loss.
 17. Condition of skin including scars, tattoos, bruises, lacerations, lesions, jaundice, rashes, ectoparasite infestations and needle tracks or other indications of drug use.
 18. Other conditions or questions as deemed appropriate by the MPRSC Physician.
 19. Baseline blood pressure, heart rate and respirations.
- iii. **Intake Emergency Needs**
Intake nursing staff shall be oriented to the process for accessing immediate urgent intervention on-site with the MPRSC Physician or off-site to a local emergency department if necessary. The intake nursing staff shall have the ability to determine whether a situation is emergent (off-site) or urgent (on-site).
- iv. **Disposition**
The intake nursing staff shall also note patient disposition – whether the inmate is held in intake, returned to a housing unit, referral for urgent Physician intervention, or referral off-site for emergency treatment. Documentation on the intake screening shall be recorded on a screening form approved by the MPRSC Physician and shall be thorough, comprehensive, legible, and include signature and date of the nursing staff.
- v. **Isolation Option**
The nursing staff, in consultation with the MPRSC Physician, may immediately place the inmate in isolation if the intake screening indicates potential symptoms for tuberculosis such as fatigue, weight loss, night sweats, coughing, etc. Hospitalization may be the preferable alternative however, an inmate who is identified as symptomatic upon intake and not sent to the hospital shall be placed in isolation while a PPD is planted and read and sputum's, specimens, and smears are obtained. The inmate may only be released from isolation when the inmate is medically cleared by a physician as non-infectious. If the inmate is released from custody while in isolation pending outcome of the tuberculosis testing, the inmate shall be referred to an appropriate local hospital as determined through communication with superintendent or designee and/or State Health Department.
- vi. **PPD Testing**
1. TB screening of inmates shall be carried out at intake by nursing staff through a symptom check with the intake process. Any individual identified as symptomatic consistent with TB shall be placed in negative pressure respiratory isolation (infirmary) and the on-call physician shall be contacted immediately for orders.

2. Asymptomatic individuals shall receive the Mantoux skin test or a chest radiograph within fourteen (14) days of arrival. "Book-and-Release" intakes (inmates who are booked solely for the purpose of identification, and are immediately released from the jail) may be exempted from PPD testing.
3. For inmates held for the U.S. Marshall Service and Immigrations and Customs Enforcement, individuals shall receive the Mantoux skin test or a chest radiograph at admission. The Nursing Contractor shall cooperate with these agencies by providing appropriate TB test/clearance documentation upon request.

vii. **Wellness Rounds**

Nursing staff shall make rounds every four (4) hours within the Admissions and intake area. It is imperative that the area be monitored closely for any crisis situations.

k. Transferring Inmates

Non-emergency inmate transfers require the following:

- i. Summaries, originals, or copies of the health record accompany the inmate to the receiving facility; health conditions, treatments, and allergies are included in the record.
- ii. Confidentiality of the health record.
- iii. Determination of suitability for travel based on medical evaluation, with particular attention given to communicable disease clearance.
- iv. Written instructions regarding medication or health interventions required in route for transporting officers separate from the medical record.
- v. Specific precautions to be taken by transportation officers, including universal precautions and the used of masks and/or gloves.
- vi. A medical summary sheet is required for all inter- and intra-system transfers to maintain continuity of care. Information included does not require a release of information form.
- vii. Inmates who are transferred to agencies and institutions outside of MPRSC shall have a health transfer summary completed to ensure that any current needs are identified, medications, diet, etc., and that any pending treatments or appointments are identified for follow-up.

l. Information on Medical Services

The Nursing Contractor shall establish written information on how to access medical services and on medical grievance procedures to be given out to incoming inmates during admission. This information shall be available both in English and in Spanish. In addition to written instruction, inmates shall be informed verbally by nursing staff of how to access medical services and on medical grievance procedures. When literacy or language problems prevent an inmate from understanding written information, the Nursing Contractor shall the translator service contracted with MPRSC to assist the inmate. The Nursing Contractor shall ensure that this information is readily available to the inmate population despite any potential physical disabilities or language barriers.

m. Medical Assessment/Appraisal

The Nursing Contractor shall complete a full medical assessment/history and physical examination within the first 72 hours of an inmate's arrival at MPRSC. Priority for medical assessment shall be given to those identified during the intake process to have chronic or infectious illness or other more urgent medical needs, and those with medications continued upon admission.

i. **Data Collection and Recording**

Medical assessment/appraisal data collection and recording includes the following:

1. A uniform process determined by the MPRSC physician.
 2. Medical history and vital signs collected by nursing staff.
 3. Collection of other medical appraisal data nursing staff.
 4. Review of the results of the medical examination, tests, and identification of problems is performed by a physician or mid-level practitioner, as allowed by law.
- ii. **Medical Assessment Components**
1. Licensed and credentialed nurses shall conduct medical assessments.
 2. Any inmate with medication continued during the intake process shall be evaluated fully by the nursing staff as to the need for the medication on a continuing basis and the exact medication to utilize, i.e. continue the prior medication if non-formulary or convert to a formulary medication if therapeutic efficacy is demonstrable. The MPRSC Physician shall order laboratory tests for diagnostic purposes as indicated and the provider must sign off on all labs ordered.
- iii. **Physician Review of Lab Findings**
- All lab results, in general, must be signed and dated by a physician to indicate review of the findings. This sign-off shall occur within a reasonable time to ensure that documents are available to be filed in the medical record promptly. Abnormal results that are of concern to the physician shall receive appropriate follow-up and the patient shall be informed. Minor abnormalities in lab findings remain the discretion of the physician regarding the need for further diagnostic work-up.
- iv. **Testing**
1. Nursing Contractor will comply with State of Virginia reporting requirements.
 2. Routine diagnostic testing for sexually transmitted diseases is not generally available within the jail setting unless the individual exhibits signs and symptoms of a communicable disease. This information may be uncovered during the receiving or transfer screening, during medical examination or through the sick call process. Any individual identified with a sexually transmitted disease such as syphilis, gonorrhea, or chlamydia, shall be treated immediately to ensure treatment prior to release. Screening for HIV, HBV or HCV shall be based on symptom description rather than routine lab testing for these illnesses. Individuals who seek testing shall be tested. All HIV testing is on a volunteer basis unless court ordered.
- v. **Forensic Testing**
- Nursing staff that have a patient provider relationship shall not carry out court-ordered forensic testing or specimen collection. Individuals with no treatment responsibility, such as a medical assistant or phlebotomist, may be utilized; however, the preference is that no on-site nursing staff participates in the process of forensic specimen collection, including HIV, DNA, blood for paternity determination, etc. Rather, outside providers from MPRSC or from an outside contracted lab shall obtain such specimens.
- vi. **Immunizations**
- Immunizations, as indicated by an MPRSC Physician order, shall be carried out in conjunction with ongoing inmate medical care. It is the responsibility of the MPRSC Physician to determine need for

immunizations. However, during flu season, based on availability of a sufficient quantity of the vaccine, flu vaccination shall be carried out for the inmate population according to clinical priority, i.e. chronically ill, immune compromised, frail elderly, etc. Pneumovax vaccination during this time is preferable as well according to MPRSC physician order and protocol.

vii. **Readmission Assessment Criteria**

Regardless of the number of admissions, the intake screening and initial history and physical shall be completed by health care staff upon each admission.

viii. **Periodic Medical Appraisal**

Although most inmates' length of stay is of a short duration, some individuals may remain in custody a year or more. In such cases, the MPRSC Physician shall establish a policy and procedure for routine periodic physical exams for medical maintenance consistent with VADOC, BOC, ACA, ACRS, NCCHC and professional standards whichever is sooner. Age, gender and physical condition may dictate the increased frequency of the periodic examination. Inmates with chronic or long-term communicable illnesses shall receive a complete physical on an annual basis regardless of age or gender. In addition, inmates on psychotropic medication shall receive a complete physical examination on an annual basis to include blood level testing as appropriate.

n. Non-Emergency Medical Requests

The Nursing Contractor shall establish a system to respond to inmate requests for medical, dental, or mental health service. Individuals shall be seen by the appropriate level of medical staff for medical requests within the timeframe prescribed by VADOC, BOC, ACA, ACRS and NCCHC whichever is sooner. Dental complaints may be screened by nursing staff if the dentist trains the staff appropriately. A contracted Community Service Board member shall screen all mental health requests including those requesting to be seen by the psychiatrist. The level of provider seen shall be established through the triage process by nursing staff. Inmates in disciplinary areas shall have access to sick call on a routine basis with the same frequency as the general population. Nursing staff shall conduct rounds daily in any restricted or administrative segregation area and take note of any inmate complaints or medical issues. A log system may be utilized to document completion of this function, with inmate name, identification number, complaint, disposition and nursing staff name and date. Rounds shall be conducted daily in these areas with the medication administration process.

i. **Inmate Requests**

1. Inmate Requests are readily available to inmates in their housing units and are used by inmates to express their needs and concerns to MPRSC staff, including the medical department. A priority system shall be used to schedule clinical services. The triage disposition shall be documented on the inmate request indicating disposition and name, date and time of the person carrying out triage. Inmate requests shall be triaged within 24 hours of receipt of the request. The Nursing Contractor shall group and file inmate requests chronologically in the inmate's medical record.
2. The Nursing Contractor shall return one copy of the answered inmate request to the inmate.

o. Sick Call

Actual sick call encounters shall be conducted by nursing staff or MPRSC physician for medical complaints, nursing or dental staff for dental complaints

and a qualified mental health professional (QMHP) for mental health issues. Nurse sick call shall be available on-site daily including weekends and holidays. Physician sick call shall be conducted one day per week at MPRSC. The Nursing Contractor will be responsible for tracking, monitoring and reporting on the status of request.

i. **Sick Call Visit Environment**

Medical exams and procedures shall be carried out in an appropriate clinical environment and not in open areas, hallways, or corridors where privacy is lacking and confidentiality is at risk. Exam and treatment rooms shall be properly equipped with an exam table, mayo stand, gooseneck lamp, oto/ophthalmoscope, thermometer, blood pressure cuff and stethoscope and scale. If hand washing facilities are not available in each room, then appropriate antibiotic/antiseptic cleansing gel shall be utilized.

ii. **Triage**

If the inmate is seen by a nurse at a sick call visit and the nurse determines that the individual needs to see a higher level of medical professional, the inmate shall be scheduled for a physician visit. Non-emergent physician appointments shall be scheduled for the physician's next available appointment time, normally within the next week.

p. Emergency Services

i. **Emergency Plan**

The Nursing Contractor shall assist MPRSC establish an emergency plan that provides 24-hour emergency medical, dental, and mental health services. Services include the following:

1. On-site emergency first aid and crisis intervention.
2. Emergency evacuation of the inmate from the facility.
3. Use of one or more designated hospital emergency rooms or other appropriate health facilities.
4. Emergency on-call or physician, dentist, and mental health professional services are available 24-hours per day, when the emergency health facility is not located in a nearby community.
5. Security procedures ensure the immediate transfer of inmates, when appropriate.

ii. **Emergency Transportation**

MPRSC has an established agreement with the local ambulance service.

iii. **Emergency Access to Medical Care.**

Routine orientation for security and health staff shall include the process for inmate access to emergency treatment during all hours of the day or night. Inmates shall be informed by the intake nursing staff of the process for routine and emergency access to care when the inmates arrive at Admissions. Nurses may be asked to respond to the housing units or other locations within the facilities or the inmate may be brought to the medical department, depending upon the nature of the emergency complaint. If the inmate is brought to the medical department, s/he may be transported by wheelchair or gurney rather than escorted to the medical department on foot. Nurses may also provide phone triage. Security staff should provide an escort during an emergency.

iv. **Written and Verbal Clinicians' Orders**

Written, verbal or telephone orders may be initiated by a mid-level provider, physician, dentist or psychiatrist within the jail health services. Nursing Staff shall note the MPRSC Physician's orders within one hour of appointment. Orders shall be carried out according to instruction. A

physician shall cosign verbal or telephone orders on the next visit to MPRSC.

q. Referral Services

Inmates who need health care beyond the resources available in the facility, as determined by the responsible physician, are transferred under appropriate security provisions to a facility where such care is on call or available 24 hours per day. The Nursing Contractor shall maintain a written list of referral sources which includes emergency and routine care. The list shall be reviewed and updated annually.

i. Patient Transport – Scheduled

1. Patient transport is the responsibility of MPRSC for routine medical appointments offsite.
2. It is the responsibility of the Nursing Contractor for emergency services as well as for routine medical or other clinical appointments off-site necessitating handicapped accessible vehicle. Nursing staff or the physician shall determine the appropriate mode of transportation for both appointments and emergencies.

ii. Scheduling

Nursing staff shall notify the Lieutenant of Administrative Services or designee on a daily basis of pending medical off-site appointments as much in advance as possible so that security staff may be scheduled to carry out the transport. Appointments shall be clustered if possible for ease of transport. The Nursing Director shall identify, track and monitor appointments that are missed for lack of security escort, as this should be a rare occurrence. These cases should be reviewed with MPRSC on a routine basis and reviewed during quality improvement meetings. Other reasons for missed appointments shall be monitored as well such as absence from the facility for court, a visit, refusal, etc. These factors should be monitored and reported on as well to minimize missed appointments.

iii. On-Site Services

The goal of MPRSC is to have services delivered on-site to the extent feasible including physician specialty and subspecialty clinics. These on-site clinics shall include orthopedics, optometry, obstetrics and gynecology, and others as determined necessary by Nursing Contractor. If three or more inmates are scheduled within a two-week time for a particular specialty, the Nursing Contractor shall make every effort to bring this specialty service on-site whether for a one-time or recurring basis.

iv. Medication or Diet during Transport

Although jail transport is generally not lengthy travel or overnight stays, inmates may need medications during a day off-site for clinic appointments. If the inmate needs to have medication during his/her absence from the facility and the medication is not KOP, the security staff shall be given the pre-packaged dose for distribution to the inmate at the time identified on the envelope. If the medication is KOP, the inmate may carry the medication in an envelope on his/her person for the visit. If the inmate being transported is a diabetic inmate or other inmate with a special medical diet, the health services staff will direct the kitchen to prepare a package lunch for the transport to meet the dietary requirements.

v. Documentation with Off-Site Encounters

Both routine and emergency transportation shall include at least minimal medical documentation. If the transport is for an off-site medical or dental appointment, a consult request shall be included and a copy of the latest lab, x-ray or other diagnostic information may be attached. If the transport is for an emergency, a transfer summary shall be completed. In either case, the medical record document shall be sealed in an envelope and nursing staff shall provide the envelope to the escorting security staff for delivery to the off-site or emergency provider. Return documentation should be included as well with a consult follow-up or other progress note and plan from a specialty visit and a disposition form from the emergency room. Return documentation should be handled by the security escort staff and returned to the nursing staff member designated at the sites.

r. Assessment Protocols

The Nursing Contractor shall establish and implement assessment protocols to be utilized by nursing staff within the jail setting. These protocols shall be reviewed and approved initially by the Nursing Director and the MPRSC Physician and shall be reviewed and updated or revised as needed on at least an annual basis. New protocols may be added at any time as the need is identified.

i. Nursing Protocol Procedures

These nursing assessment protocols are not restricted to the use of routine OTC products. Protocols utilized by nursing staff need to be individually cosigned; however, the MPRSC Physician reviews and approves each protocol. Treatment with legend drugs may be initiated by nursing staff with a valid provider order (written, verbal or telephone). If the provider order is verbal or by telephonic, it shall be cosigned within 72 hours the physician accepting responsibility for the order.

ii. Clinical Pathways

Clinical guidelines or clinical pathways that are evidence and criteria-based that are utilized by mid-level providers, physicians or psychiatrists may be utilized and are not considered assessment protocols (designed for nursing staff use). These pathways or guidelines, usually disease-specific, should be customized to the jail setting and to the individual patient. Guidelines such as these are encouraged but are not mandatory.

iii. Chronic Disease Monitoring

Inmates with chronic conditions such as hypertension, diabetes, and other diseases shall receive periodic care and treatment that includes:

1. Monitoring of medications
2. Laboratory testing
3. Use of chronic care clinics

Inmates identified during the intake medical screening or subsequent examination as chronically ill and in need of ongoing treatment shall receive a treatment plan. The treatment plan may be initiated by a mid-level provider or physician and shall dictate the frequency of evaluation and monitoring. The Nursing Contractor shall ensure that the frequency identified in the treatment plan is met and that the related diagnostic blood work, or other monitoring instruments such as therapeutic diet compliance, etc., is completed in advance of the periodic chronic disease visit. These encounters may be performed by a mid-level provider, physician or psychiatrist in the event of a chronic mental illness.

s. Continuity of Care

The Nursing Contractor shall provide continuity of care from admission to transfer or discharge from the facility, including referral to community-based providers, when indicated. The intake receiving screening is the initiation of continuity of

care for the inmate patient upon admission to the detention facilities. If the individual is on medications, attempts shall be made to obtain prior records or at least prior prescription history, verbal if not written. The transfer summary upon movement among the facilities ensures that there is no interruption in the medical service delivery through the sharing of relevant medical information. Aftercare is a significant challenge for a rural jail setting given the extremely rapid turnaround of most of the individuals. Linkage with community clinics, health departments, indigent care facilities, shelters and mental health facilities shall be established for release planning. The Nursing Contractor shall provide and establish a referral network and consolidate this information into a concise folder for nursing staff use when coordinating linkage for care upon release. This manual shall include local resources available, primarily for indigent or Medicaid care, sexually transmitted diseases, infectious diseases such as HIV or Hepatitis, chronic illnesses and the mentally ill. When the nursing staff is aware in advance of the inmate's pending departure, a designee shall make every attempt to schedule follow-up in the community after release. Every attempt should be made by the nursing staff to inform community medical services of pending releases or transfers with as much notice as possible to ensure continuity of care. Regardless of advance notice of pending release, nursing staff shall inform and educate inmates about local resources available through such means as a community resource manual and discussion of these resources during incarceration. Nursing Contractor shall coordinate the enrollment of eligible inmates in Medicaid upon reentry. If there is advance notice of the inmate's release, the Nursing staff shall prepare a discharge summary, like a transfer summary, that provides the inmate with a summary of his/her care and needs. Providing this to the inmate for him/her to carry and to use with the next provider in the community is of benefit.

t. Medical Evaluation of Inmates in Restricted Housing

i. Nursing Rounds

Nursing staff shall conduct routine rounds within the disciplinary or restricted housing areas daily in conjunction with medication administration. These screening rounds may be documented on a log or other group format listing individuals and dispositions or they may be documented individually on progress notes. If an inmate is removed from his/her cell to an examination room or interview room to see a nurse or other medical care or mental health care professional, a progress note shall correspond with the staff name, title and date. Inmates within restricted housing shall have the same access to medical care as the general population and sick call shall be available on the same frequency.

u. Medical Education and Promotion

Inmates shall receive essential and basic information about diet, infectious diseases, chronic illnesses, drug abuse, hygiene, fitness and exercise, smoking cessation and other relevant topics from the nursing staff. This may be accomplished in a variety of ways including ensuring the availability of educational and instructional pamphlets in the intake area or in other inmate waiting areas such as holding for court, medical department, and within the housing units. Videos may be utilized in waiting areas and staff may offer groups on particular topics of inmate interest for sign-up in advance. At least one topic important to this population shall be offered monthly by nursing staff.

i. Diet

The Nursing Contractor shall provide medical education and wellness information to all inmates. The Nursing Contractor shall develop a program for ordering, educating and monitoring special medical diets.

These diets shall only be ordered by a nursing staff, MPRSC Physician and dentist. Therapeutic diets shall be kept to a minimum based on essential clinical need rather than individual preference. Only the MPRSC Physician shall determine the need for a diet related to a self-reported food allergy. In general, inmates shall be instructed on self-care and dietary exchanges to promote the ability to make appropriate choices when returned to the community. The Nursing Contractor shall work closely with MPRSC's current Food Service's contracted Registered Dietician in the development of the special diet. Should MPRSC need assistance with finding a registered dietitian to complete biennial reviews of the menus and therapeutic diets, the Nursing Contractor shall assist.

ii. **Exercise**

The Nursing Contractor shall work with the Superintendent to ensure exercise areas are available to meet exercise and physical therapy requirements of individual treatment plans. The Nursing Contractor shall develop handout materials for large-muscle, aerobic exercise that may be carried out in small spaces. These materials shall be distributed to inmates upon interest and request with a particular focus on disciplinary areas where restrictions are more rigid.

iii. **Personal Hygiene**

MPRSC is responsible to provide personal hygiene items to inmates on a regularly occurring basis. These hygiene items minimally include soap, comb, toothbrush, toothpaste, toilet paper. The Nursing Contractor will be responsible for distributing sanitary napkins or tampons for the women.

iv. **Use of Tobacco Products**

MPRSC maintains tobacco-free facilities for the inmate population. Health services staff shall consider these facilities to be tobacco-free and not bring items such as cigarettes or other tobacco products that are contraband into the jails.

v. **Special Needs and Services**

Communication on Special Needs Patients

i. **Open Communication**

The Nursing Contractor shall ensure timely and accurate communication with MPRSC staff regarding any inmate with special needs and the impact of those special conditions on intake to the jail, housing and placement, work/school/program assignments, disciplinary actions, transfers among the facilities and release/aftercare planning. Special needs inmates include those individuals with physical disability, geriatric, communicable diseases, chronic debilitating illnesses, the physically handicapped, mentally handicapped and developmentally disabled, mentally ill inmates and pregnant inmates. The Nursing Contractor shall develop a formal process for review of and communication regarding these special needs individuals. Special needs treatment plans shall be developed in conjunction with the admission physical. Transfer to another jurisdiction shall require the completion of a transfer summary by the nursing staff to ensure continuity of care and sharing of information. When immediate action is required, consultation to review the appropriateness of the action occurs as soon as possible, but no later than 72 hours.

ii. **Case Conferences**

Inmates identified as special needs will be discussed, at a minimum, at the monthly Medical Executive Meeting to facilitate a multi-disciplinary approach for communicating and collaborating among the professions regarding a consistent treatment approach for a specific challenging

individual. Additional case management meetings may be called by either the Nursing Contractor or Superintendent or designee as they see fit and the case review shall be scheduled within three business days. The Superintendent or designee may designate security staff, program staff or other MPRSC employees to participate. The Nursing Contractor shall cooperate and chair such special needs case conferences.

iii. **Special Needs Treatment Plans**

The Nursing Contractor shall establish a treatment plan for inmates who require close medical supervision, including chronic and convalescent care. The plan shall include directions to medical and other personnel regarding their role in the care and supervision of the patient. The plan shall be approved by the appropriate licensed physician, dentist, or mental health practitioner for each inmate. Special needs inmates, including chronically ill, those with infectious diseases, mentally ill or mentally challenged/developmentally disabled, frail elderly, terminally ill or disabled physically, are those that the Nursing Contractor shall establish a written special needs treatment plan. Either a mid-level provider or physician can develop the treatment plan or, in the case of mental illness, the psychiatric social worker or psychiatrist. When feasible, treatment plans should maintain connections between inmates and the community agencies that have been or will be serving them. This special needs treatment plan (for medical issues) shall minimally include information regarding medications, therapeutic diet, specialty appointments and consults, any diagnostic work-up that is ordered, housing assignment disposition, impact on ability to function in general population if any, impact on programming and school, and frequency of follow-up indicated. These treatment plans shall be initiated in conjunction with the medical assessment and initial physical examination. Frequency of review and update is based on the orders of the provider and must be specified although the orders may be changed on each visit depending on the clinical presentation of the inmate. In any event, orders shall not be written for duration of longer than 180 days without an encounter with a provider. Standardized forms and format shall be utilized and all materials to enter the medical record shall contain the provider's name, title and date (may also include time). The mental health treatment plan for special needs mentally ill patients will be established by the mental health staff with the provisions established by the contracted psychiatrist.

iv. **Suicide Prevention**

The Suicide Prevention Program is approved by the Nurse Contractor, the contracted psychiatrist and the superintendent or designee. It includes specific procedures for handling intake, screening, identifying, and supervising of a suicide-prone inmate and is signed and reviewed annually. The program includes MPRSC staff and inmate critical incident debriefing that covers the management of suicidal incidents, Suicide Watch, and death of an inmate or staff member. It ensures a review of critical incidents by administration, security, and medical services. The Nursing Contractor's program shall provide training on program implementation, on an annual basis, for all MPRSC staff with the responsibility of inmate supervision.

v. **Suicide Prevention Program and Plan**

The Nursing Contractor shall develop a comprehensive and thorough suicide prevention program that encompasses all aspects and MPRSC staff training within the detention facilities including security staff, medical and

mental health staff, and inmates. The program must be approved by the superintendent or designee and shall minimally include the following elements: training (security, medical/mental health), identification and assessment, referral, monitoring, housing assignment/placement, communication among all disciplines for one treatment approach by all MPRSC staff, intervention and notification, reporting and quality improvement review of each gesture or attempt.

vi. **Suicide Plan Contents**

The Nursing Contractor shall establish a suicide prevention plan that begins with an aggressive early identification program with medical, mental health and security staff at the intake process. At-risk individuals shall be identified and referred regardless of current actions or behavior as a preventive step and these at risk individuals shall be defined by a licensed mental health professional, i.e. intoxicated, under the influence of unknown substances, mentally ill, prominent citizen, or first arrest. The intake is one of the highest risk times while others include return from court, receiving a significant sentence, loss of appeal, loss of loved one or loss of children to foster care/adoption, or sexual assault. The Nursing Contractor shall take these aspects into consideration in the suicide prevention plan.

vii. **Suicide Watch**

The suicide prevention guidelines shall clearly identify how a suicide watch is initiated, what the definition of a watch is and the potential levels of observation involved, the process involved in clearing an individual from watch, recommended frequency of observation, MPRSC staff performing observation, and suggested documentation guidelines for all involved in the process.

w. Intoxication and Withdrawal

i. **Detoxification Protocol**

The MPRSC Physician shall establish a detoxification protocol or clinical pathway for the on-site treatment of mild to moderate intoxication and/or withdrawal. Individuals in acute withdrawal or frank delirium tremors shall be referred for immediate inpatient hospital treatment and evaluation. The MPRSC Physician shall develop the detoxification protocol with emphasis on the drugs of choice for the surrounding community and the types of intoxication and withdrawal most commonly encountered in the local jail. Only a mid-level provider or physician can initiate an order for detoxification and legend medication. The protocol shall describe location/placement, frequency of observation and monitoring, length of stay and IV therapy (hydration), if applicable. Medications for detoxification may only be managed by nursing staff with an appropriate practitioner order (the order may be verbal or telephone). Detoxification protocol shall be in compliance with VADOC, BOC, ACA, ACRS and NCCHC Standards.

ii. **Pregnancy and Withdrawal**

Pregnant inmates who are entering the stages of withdrawal shall be promptly triaged and evaluated rather than allowing the withdrawal to move forward. The Nursing Contractor shall have systems in place to identify the pregnant, high risk inmate upon admission, and for clinical follow-up during incarceration including routine prenatal care and maternal counseling.

iii. **Intake Pregnancy Questioning**

Women who are received into the facility shall be questioned during the intake receiving screening by nursing staff regarding potential pregnancy and last date of menstruation. If there is the slightest indication that the individual may be pregnant, she is treated as such until she is ruled out through a urine pregnancy test and physical examination/medical assessment. Not all women entering through intake or transfer shall receive a urine pregnancy test. Rather, at that time the focus is on the self-reporting and verbal history.

iv. **Elements of Prenatal Program**

All pregnant women shall receive community standard prenatal care including routine vital signs, urine monitoring, evaluation of fetal progress and size, with prenatal vitamins ordered. A thorough prenatal history shall be obtained and documented as well as patient history regarding prior pregnancies, number of pregnancies v. live births, complications during pregnancy, etc. The pregnant women shall receive their prenatal care through an appropriately qualified and credentialed provider. This provider shall meet one or more of the following qualifications: obstetrician (board certified or board eligible if pending sitting for the board examination after completion of an obstetrics residency), a family practitioner (board certified), a nurse midwife or specially trained obstetrics/prenatal mid-level provider.

x. **Management of Chemical Dependency**

The Nursing Contractor shall ensure inmates have access to a chemical dependency treatment program. The clinical management of chemically dependent inmates shall include, as a minimum, the following:

- i. A standardized diagnostic needs assessment administered to determine the extent of use, abuse, dependency, and/or co-dependency.
- ii. An individualized treatment plan developed and implemented by a multi-disciplinary clinical team that includes medical, mental health, and substance abuse professionals.
- iii. Pre-release relapse-prevention education, including risk management.
- iv. Inmate involvement in aftercare discharge plans.

y. **Inmates with Alcohol or Other Drug Problems**

The Nursing Contractor shall establish a practice for the early identification, assessment, intervention and treatment of inmates with alcohol or drug dependency.

z. **Orthoses, Prostheses, and Other Aids to Impairment**

When the health of the inmate would otherwise be adversely affected, as determined by the responsible physician or dentist, The Nursing Contractor shall provide medical or dental adaptive devices.

i. **Types of Devices**

When the health of the inmate would otherwise be adversely affected, as determined the responsible physician or dentist, The Nursing Contractor shall provide medical or dental adaptive devices.

ii. **Vision Screening**

Inmates must seek out medical services through a sick call or other such request to be evaluated for the need of corrective lenses and the criteria for glasses is based on potential impact on health and ability to function. Individuals may keep the glasses or contacts that they are admitted with but they are responsible to maintain them safely and securely. The Nursing Contractor shall assist MPRSC to establish an agreement with an optometrist for vision services with the services being provided on-site. Corrective lenses provided by the Nursing Contractor shall be made of

safety materials, both frames and lenses. The Nursing Contractor shall not be obligated to provide contact lenses or tinted lenses unless the ophthalmologist determines that the individual is unable to see with corrective lenses and requires contacts or is extremely photosensitive. In the event of contact lenses, the inmate is responsible for cleaning and related solutions, storage, etc.

iii. **Hearing Aids**

The Nursing Contractor is not required to perform audiology screening on inmates. However, if an inmate is significantly hearing impaired as to impede his/her ability to function in a general population setting, the inmate shall be referred to medical services for evaluation of the need for a hearing aid. The inmate may self-refer, the MPRSC staff informs nursing staff, or a referral from another medical or mental health provider may initiate the evaluation for hearing aid(s). Initial consideration or replacements of assistive devices for hearing impairment are contingent upon the determination by the MPRSC Physician that the devices are necessary for functioning and to prevent further deterioration.

aa. Medical Records

- i. The Nursing Contractor shall maintain the electronic medical record file to contain the following items filed in a uniform manner:
 1. Patient identification on each sheet.
 2. A completed intake screening form.
 3. Medical appraisal data forms.
 4. A problem summary list.
 5. A record of immunizations.
 6. All findings, diagnoses, treatments, and dispositions.
 7. A record of prescribed medications and their intake records, if applicable.
 8. Laboratory, x-ray, and diagnostic studies.
 9. The place, date, and time of medical encounters.
 10. Medical service reports.
 11. An individualized treatment plan, when applicable.
 12. Progress reports.
 13. A discharge summary of hospitalization and other termination summaries.
 14. A legible signature and the title of the provider (may use ink, type, or stamp under the signature).
 15. Consent and refusal forms.
 16. Release of information forms.
 17. The method of recording entries in the records, the form and format of the records, and the procedures for their maintenance and safekeeping are approved by the superintendent or designee. The medical record is made available to, and is used for documentation by all practitioners.
 18. Inactive medical record files are retained according to the retention schedule issued by the Library of Virginia specific to local and regional jails. Medical record information is transmitted to specific and designated physicians or medical facilities in the community upon written request or authorization of the inmate.
- ii. **Information Technology Requirements**
MPRSC currently utilized HealthSecure EMR.
- iii. **Consolidated Health Record**

The Nursing Contractor shall ensure the maintenance and confidentiality of the medical record. All documents related to inmate medical care including dental, mental health, consultations, regardless of origin, shall be filed in one consolidated medical record. If a hard copy medical record is maintained, this record shall contain dividers/tabs that identify sections for ease of filing and retrieval. Format of the medical record shall be standardized and consistent. Instructions regarding the order and sequence of the medical record shall be established and all medical staff oriented to the format. All individual clinical encounters and actions shall be documented and filed in the medical record. Log sheets for multiple inmates, e.g. sick call log, off-site referral log, emergency log, restricted housing log, shall be maintained and filed separate from the medical records but be easily retrieved.

iv. **Standardized Forms**

Medical record forms shall be standardized and specific to MPRSC. The goal is to have demographic information including name, data number, date of birth and gender in the same general area on each form for ease of documentation. All entries in the medical record shall include this information as well as the name, title (signature), date and time of the provider making the notation.

v. **Establishment of a Medical Record upon Intake**

A complete medical record shall be established on each and every inmate admitted to the facilities even if the only document contained in the record is the receiving screening completed by nursing staff during intake, as will be the case in a number of records. Each intake shall be checked for the existence of a prior medical record to ensure continuity of care and availability of prior documentation. Multiple charts for the same individual shall be consolidated into one record.

vi. **Documentation Available for Off-Site Encounters**

Inmates sent off-site for emergency treatment, inpatient hospitalization, outpatient specialty or diagnostic appointments shall have documentation sent with them in the form of a transfer summary or consult request. If a consult request is utilized, relevant medical record information such as x-ray reports, latest physical examination findings, lab results, may be attached to improve the ability of the consultant to act on full information. Inmates returning from the emergency department should return with at least a disposition and instruction sheet to indicate what actions were taken, orders written, and what treatment performed during the visit. Inmates released from a community inpatient hospital should return with instructions/orders and preferably the detailed discharge summary. If the discharge summary is not available at the time of discharge, it should be forwarded as quickly as possible. Inmates returning from consult appointments should have documentation regarding the findings of the specialist consulted. However, all instructions occurring from off-site encounters are considered recommendations rather than orders and are subject to the review and approval of the MPRSC Physician. All information returned with an inmate from an off-site encounter, inpatient or outpatient, shall be filed within the individual's medical record.

vii. **Confidentiality of Medical Records**

Information about an inmate's medical status is confidential. The Nursing Contractor shall maintain medical records separately from the confinement case record. Access to medical records shall be in accordance with state and federal law. Medical records are confidential legal

documents, thus the Nursing Contractor shall develop a process to maintain these records in a safe and secure environment. The preference is that each record is signed in and out to ensure availability and tracking when in use. Multiple providers may need access to the same file on the same day. Control of these records shall be limited to medical professionals and preferably to the dedicated medical records staff. Certain sections of the medical record may be more restrictive regarding release of information criteria and access, i.e. HIV and mental health, for example. The Nursing Contractor shall comply with all state and federal guidelines regarding the release of information from a medical record. Given the complexity of maintaining medical records, releasing information appropriately and ensuring confidentiality, the Nursing Contractor shall develop a Medical Records Manual that encompasses all medical record policies and procedures regarding filing, format, sections, how to purge a record, multiple volumes, release of information, confidentiality, consent and other key aspects of record management. The Medical Records Manual must be approved by the Superintendent or designee.

viii. **Sharing of Medical Information**

Records obtained from external providers for occurrences prior to incarceration or during incarceration shall be filed in the medical record. However, if there is a request for a copy of the record and the request is authorized by the inmate's release of information, the documents obtained from an outside source shall not be provided with the medical record copy. Rather any external documents from hospitals, clinics, etc., must be requested separately and directly from that specific location.

ix. **Restricted Access**

The Nurse Contractor shall share with the Superintendent or designee information about an inmate's medical management. The circumstances are specified when MPRSC staff are advised of an inmate's medical status. Only that information necessary to preserve the health and safety of an inmate, other inmates, volunteers, visitors, or the MPRSC staff is provided. Information provided to correctional, classification staff, volunteers, and visitors addresses only the medical needs of the inmate as it relates to housing, program placement, security, and transport. MPRSC staff shall not have access to medical records unless on a need to know basis with the authorization of the Superintendent. If MPRSC staff needs access to a medical record, the review shall include nursing staff to maintain the record and search for relevant entries. Copies of records for corrections purposes should be limited and only authorized by the Superintendent.

x. **Availability and Use of Medical Records**

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

xi. **Transfer of Medical Records**

1. Security during Movement

Documents that are forwarded with an inmate to an outside provider or that are sent with an inmate upon transfer shall be sealed in an envelope and delivered by the security escort to the intended party with the seal intact. If a group of individuals are

being transported and there are multiple files for one location, they shall be grouped and boxed then sealed. The goal is to restrict access to critical confidential medical record documentation to medical providers or those with a legitimate need to know as established by MPRSC.

2. Exchange of Information

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

xii. Retention of Health Records

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

bb. Infirmiry Care

- i. The Nursing Contractor shall develop an infirmiry care plan which shall provide:
 1. Definition and scope of infirmiry care services available.
 2. A physician on call or available 24 hours per day.
 3. Medical care personnel who have access to a physician or a registered nurse and are on duty 24 hours per day when patients are present.
 4. All inmates/patients are within sight or sound of a nursing staff member.
 5. An infirmiry care manual that includes nursing care procedures.
 6. An infirmiry record that is a separate and distinct section of the complete medical record.
 7. Compliance with applicable state statutes and local licensing requirements.
- ii. The Nursing Contractor shall also ensure:
 1. Inmates have access to operable wash basins with hot and cold running water. Inmates have daily access to bathing facilities equipped to accommodate inmates who have physical impairments and that water for bathing is thermostatically controlled to temperatures ranging from 100 degrees Fahrenheit to 120 degrees Fahrenheit.
 2. Inmates have access to toilets and hand-washing facilities 24 hours per day and are able to use toilet facilities without assistance.

cc. Elective Procedures

The Nursing Contractor shall establish guidelines that govern elective procedures or surgery for inmates. They must include decision making processes for elective surgery needed to correct a substantial functional deficit or if an existing pathological process threaten the well-being of the inmate over a period of time.

i. Forced Psychotropic Medication

The Nursing Contractor shall comply with all state and federal laws, rules and regulations regarding the use of forced medication of any kind, including psychoactive medications. The Nursing Contractor shall describe the process and documentation necessary for the use of emergency medication for either medical or mental health rationale as well as the necessary approval of the MPRSC Physician. The involuntary administration of any medication, e.g. against the patient's will with a refusal of treatment, requires the existence of a life-threatening emergency with threat to the inmate or to others, by the inmate. Documentation within the comprehensive mental health treatment plan shall include each and every less restrictive alternative attempted, failed, or why these tactics were not considered sufficient in this case. Additionally, the Nursing Contractor shall ensure that laws and community standard are in operation with regard to forced non-emergent psychotropic medication with the involvement of at least two psychiatrists, one not involved in the ongoing care of the individual. In general, only individuals with an existing court order for forced mental health drugs may receive involuntary medication in other than a life-threatening and emergent situation.

dd. Informed Consent

The Nursing Contractor shall ensure informed consent standards of the jurisdiction are observed and documented for inmate care in language understood by the inmate. In the case of minors, the informed consent of a parent, guardian, or legal custodian or court appointed attorney applies when required by law. When health care is rendered against the patient's will, it is in accordance with state and federal laws and regulations. Otherwise an inmate may refuse, in writing, medical, dental, and mental health care. If the inmate declines to sign the refusal form, it must be signed by at least two witnesses. The form must then be sent to medical and reviewed by a qualified medical professional. If there is a concern about the decision making capacity, an evaluation is done, especially if the refusal is for critical or acute care. The Nursing Contractor's medical record manual shall address the applicability and necessity of informed consent. The nursing director shall oversee the process regarding the documentation required, forms utilized and criteria applied for informed consent. Practice shall comply with federal and state requirements and community standard.

ee. Right to Refuse Treatment

The inmate's right to refuse treatment shall be clearly delineated and defined according to Virginia statute and professional standards by the Nursing Contractor. The policy and procedure shall address the various scenarios of refusal and potential exceptions, i.e. a dialysis patient when the refusal may be immediately life-threatening, a diabetic refusing insulin or refusing to eat, a patient refusing chronic medication, competency of the individual involved, involvement of family members/spouse, situations involving communicable disease, with practices regarding a hunger strike including definition, documentation, frequency of review and evaluation by medical staff, observation requirements and placement. The Nursing Contractor shall require that any refusal of treatment require documentation of the inmate with a witness, or if the inmate is declining to sign the refusal document the signature of two witnesses with one being a medical professional. All refusals shall be specific and include documentation regarding the procedure or care refused and the counseling given to the inmate regarding the potential adverse impact of refusal. No blanket

refusals or refusal of care upon admission shall be acceptable. If the inmate refuses the rectal or vaginal examination during a physical examination, the provider shall document the refusal on the medical assessment form as well as obtain the inmate's signature on a refusal form specifying the procedure refused.

ff. Medical Research

The Nursing Contractor shall comply with federal law and national, VADOC, BOC, ACA, ACRS and NCCHC standards regarding the involvement of inmates in medical research. No data, even anonymously, may be collected from the medical records without the advance written approval of the superintendent. Inmates may only participate in Phase III clinical trials where the individual may anticipate benefit from the intervention. Inmates shall not be involved in Phase I or Phase II clinical studies. Any medical research project within MPRSC facilities shall require the prior documented authorization from the superintendent and the study must be approved by a recognized human subjects review board. This prohibition against or limiting of medical research involving inmates in no way prohibits the Nursing Contractor from seeking additional funding sources for inmate medical and mental health care programs through grants or contracts. Any such pursuit of grant funding shall involve the advance approval of the Superintendent.

gg. Inmates from Outside Agencies

MPRSC houses in its facilities, inmates from various outside agencies which include the Federal Government, States other than Virginia, Counties, Cities and Regional Jails in Virginia. The Nursing Contractor shall provide the same level of care for inmates from these agencies as they would for MPRSC inmates.

hh. Notification

The Nursing Contractor shall cooperate with MPRSC to ensure individuals designated by the inmate are notified in case of a serious illness, serious injury, or death, unless security reasons dictate otherwise. If possible, permission for notification is obtained from the inmate.

ii. Additional Services

i. Inmate Workers

Inmates shall not be utilized in any capacity within the medical services operation other than maintenance and housekeeping. Even these activities shall be closely supervised in areas of patient confidentiality. The Nursing Contractor shall ensure that proper training is available to inmates should they be utilized to clean areas of bio-hazardous waste or spills. Inmates shall be properly instructed in these situations and shall be provided with appropriate personal protective equipment.

ii. Department Policies

Upon request, the Nursing Contractor shall help develop and write policies, procedures, post orders, rules, regulations, guidelines, etc., which pertain to inmate medical care, and/or the Nursing Contractor's ability to meet the requirements of the contract. The Nursing Contractor's help in developing and writing rules, regulations, guidelines, etc., shall be provided with no adjustment to the contract required. However, it is understood and agreed that new, revised, and changed rules, regulations, guidelines, etc., can affect the original scope of the contract, which may be subject to formal negotiation.

jj. Services to MPRSC Staff

i. Emergency Medical Services

The Nursing Contractor shall provide emergency medical services including first aid, assessment, stabilization, and coordination of transport

of employees and visitors who become ill or injured while in MPRSC facilities. MPRSC or the visitor will bear the cost of emergency transport.

ii. **Education and Training**

The Nursing Contractor shall provide education and training, not to exceed seventy-five hours per year in such areas as: Suicide prevention, signs and symptoms of mental illness, chemical dependency/detoxification, acute and chronic illnesses and infectious diseases such as HIV, Hepatitis B and C and Tuberculosis, blood borne pathogens, emergency procedures, and use of medical restraints.

iii. **Hepatitis B Vaccination Program**

The Nursing Contractor shall administer the Hepatitis B Vaccination Program for MPRSC employees.

iv. **TB Screen**

The Nursing Contractor shall provide annual TB screen for MPRSC employees. TB screening shall be accomplished using the one-step PPD/Mantoux skin test or x-ray as appropriate. A negative history will require a PPD. A positive history of TB will require a chest x-ray.

v. **Influenza Program**

The Nursing Contractor shall administer an annual Influenza (Flu-shot) program for MPRSC employees.

vi. **Drug Test**

The Nursing Contractor shall conduct blood draws for staff drug tests when required.

kk. Governance & Administration

i. **Service Exclusions**

This RFP does not include services as identified immediately below; thus, the Nursing Contractor is not obligated to provide these services to the inmate population of MPRSC:

1. Surgery for purely cosmetic or aesthetic purposes (this is not intended to exclude necessary reconstructive surgery).
2. Treatment or surgery for gender identity disorder or sex change.
3. Elective surgical sterilization including vasectomy or tubal ligation.
4. Care, treatment or surgery determined to be experimental in accordance with accepted medical standards and managed care guidelines.
5. Neonatal or newborn care (this is not intended to exclude prenatal and obstetric care).
6. All workers compensation injuries for work release inmates.

ii. **Inmate Exclusions**

The following inmates are not considered as covered under this RFP:

1. Inmates on In-home restriction, house arrest, electronic surveillance or detention.
2. Inmates on escape status and not in the physical custody of MPRSC.
3. Non-custody individuals.
4. Inmates within the physical custody of MPRSC within the confines of MPRSC are included in this RFP. This includes inmates of the Virginia Department of Correctional Services, inmates housed from other city, county or regional jails, inmates from other state prison systems, federal inmates or inmates on probation/parole violators returned to custody under MPRSC.

V. ANTICIPATED SCHEDULE

The following represents a tentative outline of the process currently anticipated by MPRSC:

| | |
|--------------------------------|------------------|
| Post RFP - MPRSC Website | June 7, 2019 |
| Advertise | June 7, 2019 |
| RFP responses due at 2:00 pm | July 28, 2019 |
| Evaluate by Committee | To be determined |
| Notify Contractor of Selection | To be determined |
| Process Contract | To be determined |

VI. GENERAL CONTRACT TERMS AND CONDITIONS

a. Annual Appropriations

It is understood and agreed that this contract shall be subject to annual appropriations by the Middle Peninsula Regional Jail Authority. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should the Board fail to make annual appropriations for this contract.

b. Award of the Contract

- i. MPRSC reserves the right to reject any and all proposals and to waive any informality(s).
- ii. The successful offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to MPRSC the contract forms and any other forms or bonds required by the RFP.
- iii. Any contract resulting from this RFP is not assignable.

c. Collusion

By submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive offering in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

d. Compensation

The Offeror shall be required to submit a complete itemized invoice on each delivery or service, which they may perform under the contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

e. Contract Period

The contract period shall be from September 1, 2019 through August 31, 2020 with the option for automatic renewal under the terms and conditions of the original contract for up to four (4) additional one-year terms unless either party gives written notification to the other party sixty (60) days prior to the expiration of the then-current term that they do not wish to renew.

f. Controlling Law: Venue

This contract is made, entered into, and shall be performed in the County of Middlesex, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from

this RFP, its interpretations, or its performance shall be litigated only in the Middlesex County General District Court or the Middlesex County Circuit Court.

g. Discussion of Exceptions to the RFP:

The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.

h. Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 2.2-4312)

- i. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- ii. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

i. Employment Discrimination by Contractor Prohibited:

- i. **During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 2.2-4311):**
 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- ii. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

j. Immigration Reform And Control Act of 1986

By submitting a proposal, offeror certifies that they do not and will not during the performance of a contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

k. Indemnification

The successful Offeror agrees to indemnify, defend and hold harmless the MPRSC, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful Offeror, provided that such liability is not attributable to MPRSC's sole negligence. MPRSC will not agree to indemnify any Offerors.

l. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the MPRSC from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (Attachment B) Certified copies of the insurance policies or other evidence of current coverage reasonably satisfactory to MPRSC shall be delivered to MPRSC.

m. Minority and Women-Owned Businesses:

MPRSC welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by MPRSC. MPRSC actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all RFPs. All solicitations are posted on MPRSC's website at www.mprsc.org and www.eva.gov.

n. No Discrimination against Faith-Based Organizations

MPRSC does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2. -4343.1.

o. Offeror's Performance

- i. The Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
- ii. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- iii. The Offeror shall cooperate with MPRSC officials in performing the contract work so that interference with normal program will be held to a minimum.
- iv. The Offeror shall be an independent contractor and shall not be an employee of MPRSC.

p. Ownership of Deliverable and Related Products

- i. MPRSC shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Contractor, from doing so. To the extent that the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to MPRSC.

- ii. The selected Offeror shall be expressly prohibited by the terms of any contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.
- iii. This shall not preclude Offeror from submitting proposal, which may include innovative ownership approaches in the best interest of MPRSC.

q. Record Retention/Audits

- i. The Successful Offeror shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Offeror proposal and any contract awarded pursuant to this RFP. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Offeror copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to MPRSC on demand and without advance notice during the Successful Offeror's normal working hours.
- ii. MPRSC personnel may perform in-progress and post-audits of Offerors records as a result of a contract awarded pursuant to this RFP. Files would be available on demand and without notice during normal working hours.

r. Severability

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

s. Subcontracts

No portion of the work shall be subcontracted without prior written consent of MPRSC. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish MPRSC the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all the requirements of the contract.

t. Taxes

- i. The Offeror shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the Jail and the Offeror, as the taxes shall be an obligation of the Offeror and not of the Jail, and the Offeror shall hold the Jail harmless for same.
- ii. MPRSC is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

u. Termination of Contract

- i. MPRSC reserves the right to terminate the contract/purchase order immediately in the event that the Successful Offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

- ii. Failure of the Successful Offeror to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by MPRSC.
- iii. MPRSC may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving 30 days written notice to the Offeror.
- iv. If the termination clause is used by MPRSC, the Offeror will be paid by the Jail for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date set in the written termination notice.

v. Cooperative Agreement

This solicitation is being conducted under the provisions of Section 2.2-4304 of the Code of Virginia, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the solicitation, if solicitation specified that the procurement was being conducted on behalf of the other public bodies. If authorized by the Contractor(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contract(s) shall place its own order(s) directly with the successful Contractor(s). MPRSC acts as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contactor's responsibility to notify the jurisdictions of the availability of contract(s). Offerors desiring to offer to other jurisdictions under this clause should so indicate in their response.

w. Prison Rape Elimination Act (PREA)

MPRSC requires vendors to be in compliance with PREA standards.

VII. PROPOSAL SUBMISSION REQUIREMENTS

- a. MPRSC will not accept oral proposals, or proposals received by telephone, FAX machine, or telegraph.
- b. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- c. The Proposal Signature Sheet (Attachment A) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in MPRSC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- d. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed envelope. The envelope containing the proposal shall be sealed and marked the number, title, hour, and due date of the proposal.
- e. MPRSC shall determine the time proposals are received. Offeror is responsible for insuring that their proposals are received by the deadline indicated.
- f. By submitting a proposal in response to this RFP, the Offeror represents they have read and understand the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- g. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.
- h. Trade secrets or proprietary information submitted by an Offeror in response to this RFP shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section

prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).

- i. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify MPRSC in writing of its intentions.
 - i. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
 - ii. Modified and withdrawn proposals may be resubmitted to MPRSC up to the time and date set for the receipt of proposals.
 - iii. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.
- j. Comments as to how the proposal documents, scope of services or drawings can be improved are welcome. Offerors requesting clarification or interpretation of or improvements to the proposal general terms, conditions, and scope of services shall make a written request which shall reach MPRSC, at least ten (10) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum from MPRSC. Each Offeror shall be responsible for determining that all addenda issued by MPRSC have been received before submitting a proposal.
- k. All proposals received by MPRSC on time shall be accepted. All late proposals received by MPRSC shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the contract.

VIII. PROPOSAL RESPONSE FORMAT

- a. Offeror shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offeror is asked to address each selection criterion as outlined in Section IX and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
- b. The Offeror should include in their proposal the following
 - i. Table of Contents – All pages are to be numbered
 - ii. Introduction
 - iii. Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts and provide non-binding price information.
 - iv. Proposal Signature Sheet – Attachment A
 - v. Response to Scope of Services – The Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled "Exceptions".
 - vi. Company Profile – Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time.
 - vii. References – provide a minimum of three (3) references, who could attest to the Offeror's past performance to provide services similar to those required for the contract. The list should include contact persons and telephone numbers.
 - viii. Implementation Plan – A time schedule for proposed time frame and phases if applicable.
 - ix. Appendices – are optional for Offerors who wish to submit additional material that will clarify their response.

IX. SELECTION PROCESS

- a. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each

- evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that MPRSC may properly evaluate your capabilities to provide the required goods/services.
- b. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include
 - i. Experience and qualifications of the offeror, relevant experience in Jail/Correctional Institutions
 - ii. Resumes of staff
 - iii. Financial stability of Offeror
 - iv. Costs (non-binding estimates of cost of service learned during the discussion stage)
 - v. The Offeror's current workload and ability to begin operation September 1, 2019
 - vi. Quality of proposal submission and oral presentation, if required
 - vii. Understanding of the work to be performed
 - viii. Completeness and reasonableness of the proposing Offeror's plan for providing services in accordance with the Scope of Services.
 - c. This is a RFP for Professional Services. Consequently, MPRSC shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternate concepts. MPRSC may discuss non-binding estimates of cost of service. At the conclusion of discussion, on the basis of the evaluation factors listed above, MPRSC shall select in the order of preference two or more Offerors who's professional qualifications and proposed services are deemed meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to MPRSC can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should MPRSC determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.
 - d. Required successful background check.

**ATTACHMENT A
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP# 2019 Nurses. My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation to enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive offering in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a Representative for the firm:

Name of Offeror: _____

Address: _____

Federal ID #: _____

Signature: _____

Name: (Print) _____

Title: _____

Telephone: _____

E-Mail: _____

Fax: _____

Date: _____

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT B
Insurance Specifications

The contractor shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the contractor, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the MPRSC named as an additional insured for the Commercial General Liability and Umbrella Liability coverage. A carrier(s) rated "Excellent" by A.M. Bests Company shall provide the coverage. In addition, the insurer shall agree to give the Jail 30 days' notice of its decision to cancel coverage.

Workers' Compensation
Statutory Virginia Limits

Employers' Liability Insurance
\$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

Combined Single Limit
\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed operations)
\$2,000,000 General Liability

Products/Completed Operations: Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage Legal Liability

Comprehensive Automobile Liability: Including owned, non-owned and hired car coverage
Combined Single Limit - \$1,000,000 each accident

Excess Liability
\$1,000,000 per occurrence

Medical Malpractice Coverage:

The contractor shall at all times provide medical malpractice coverage in a minimum amount per occurrence to meet the limitation placed on recovery in medical malpractice actions by the Commonwealth of Virginia (Section 8.01-581.15, Code of Virginia) and an aggregate amount of two times the minimum amount per occurrence. The contractor shall provide the following:

The contractor must provide evidence of coverage for Medical Professional Liability, in the statutory limits for medical malpractice, and will provide the Board with a copy of such policy. In the event the contractor cannot obtain malpractice insurance for correctional medicine, MPRSC will attempt to secure such insurance through the Virginia Division of Risk Management. The cost of which will be reimbursed by the contractor.

NOTE 1: Contractual Liability covers the following indemnity agreement:

"The Contractor shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to

damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract.”

NOTE 2: To satisfy the requirements above, the classification code numbers appearing on the Comprehensive General Liability coverage parts shall not exclude the symbols “X-C-U”.

NOTE 3: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance and self-insured reserves. The Contractor shall submit evidence of self-insurance to the Owner for its review and approval in addition to the required certificate of insurance. Such evidence shall consist at minimum, current financial statements, which clearly indicate the reserves, committed to the Contractor’s self-insurance program. The Contractor shall for the duration of the project maintain the self-insurance reserves at a level not less than that which is stated by the Contractor at the time that the Contract is executed. However, the total insurance protection provided for Comprehensive General Liability protection or for Comprehensive Automobile Liability protection, either individually or in combination with the Excess Liability Umbrella, must total \$2,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded MPRSC. This policy shall be endorsed to be primary with respect to the additional insured.