

# Collier County Sheriff's Office



## RFP #2015.002 INMATE HEALTH CARE SERVICES

Release date: April 19, 2015

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### PROPOSAL DUE DATE & TIME AND DELIVERY LOCATION:

**Due Date: July 8, 2015 by 4:00 P.M. EDT**

Collier County Sheriff's Office  
Purchasing Department  
2885 County Barn Road  
Naples, FL 34112

**Table of Contents**

PART A. GENERAL INFORMATION ..... 1

- 1. Procurement Overview ..... 1
- 2. Schedule of Events ..... 1
- 3. Changes And Addenda ..... 1-2
- 4. Contact Information ..... 2
- 5. RFP Questions ..... 2
- 6. RFP Question Deadline..... 2
- 7. Mandatory Registration for Site Visit & Pre-proposal Conference ..... 2
- 8. Mandatory Site Visit & Pre-Proposal Conference ..... 2-3
- 9. Proposal Submission..... 3
- 10. Proposal Submission Address ..... 3
- 11. Proposal Format..... 3-6
- 12. Price Proposal..... 6-7
- 13. Proposal Packaging and Shipment Label Information..... 7
- 14. Proposal Submission Due Date ..... 8
- 15. Proposal Errors and Omissions ..... 8
- 16. Proposal(s) Proposal Dispositions..... 8
- 17. Bid Opening Postponement ..... 8
- 18. Bid Withdrawals ..... 8
- 19. RFP Public Bid Opening ..... 8
- 20. Non-Responsive Proposals ..... 9
- 21. Evaluation ..... 9-10
- 22. Protest ..... 10
- 23. Contract Award ..... 10
- 24. Proposer Dis-Qualifications ..... 11-12

PART B. TECHNICAL PROPOSAL ..... 12-14

PART C. SCOPE OF SERVICES ..... 14-31

PART D. CONTRACT ..... 31-33

PART E. TERMS & CONDITIONS..... 33-38

PART F. ADJUSTMENTS/MODIFICATIONS/AMENDMENT ..... 38-39

PART G. INVOICES..... 39

PART H. COMPENSATION ..... 39

PART I. PROHIBITION OF GIFTS TO CCSO ..... 39

PART J. OFFER EXTENDED TO OTHER GOVERNMENT ENTITIES ..... 39

PART K. ATTACHMENTS..... 40

- 1. References
- 2. Exceptions
- 3. Certificate of Insurance Questionnaire
- 4. Drug-Free Workplace
- 5. Unauthorized Alien Statement
- 6. Equal Rights Act Statement
- 7. Public Entity Crime Form
- 8. Addenda/Addendum
- 9. Price Proposal
- 10. Itemized Costs
- 11. Staffing Matrices
- 12. Salaries & Benefits



**PART A – GENERAL INFORMATION**

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**A. PROCUREMENT OVERVIEW**

- 1) The Collier County Sheriff's Office (CCSO), Corrections Division, is soliciting sealed proposals from qualified firm(s) for the provision of inmate health care services, health care personnel, and program support services for its correctional facilities. Proposers shall submit proposal(s) that will achieve the intended purpose as set forth herein.
- 2) CCSO intends to award a single contract for health services, which shall include, but not limited to, medical and mental health, pharmaceutical, dental, alcohol and substance abuse counseling.
- 3) Health care services requirements for this contract shall refer to all activities and functions that are essential and mandatory to deliver all components listed within this Request for Proposal (RFP) demonstrating the management and operation of comprehensive health care services program delivering quality treatment while maintaining compliance with State Statutes and corrections accreditation requirements.
- 4) Proposals shall include an Electronic Health Records (EHR) with an implementation plan that will meet the needs of CCSO's inmate health care services.

**B. SCHEDULE**

Event	Time	Date
RFP Published (Naples Daily News)	N/A	April 19, 2015 April 26, 2015
Proposer's Questions Deadline	5:00 P.M. EDT	May 15, 2015
Mandatory Registration for Site Visit & Pre-Proposal Conference	5:00 P.M. EDT	May 22, 2015
Mandatory Site Visit & Pre-Proposal Conference	10:00 A.M. EDT	June 18, 2015
Proposal Due	04:00:00 P.M. EDT	July 8, 2015
Proposal Public Bid Opening	10:00 A.M. EDT	July 9, 2015
Proposal Evaluations	N/A	July 13 - 24, 2015
On-site Proposal Demonstrations	TBD	TBD
Notice of Intent to Award	TBD	TBD
Contract Negotiations	TBD	TBD
Contract Commencement	00.01 HOURS EDT	October 1, 2015

**C. CHANGES AND ADDENDA**

- 1) The CCSO reserves the right to change the events schedule or issue addenda to the RFP at any time.



- 2) The CCSO reserves the right to cancel or reissue the RFP.
- 3) RFP event changes and/or amendments for this solicitation will be issued via an addenda / addendum and shall be posted to our website at: [www.colliersheriff.org](http://www.colliersheriff.org) , the "How do I" tab or at the link provided below:

<http://www2.colliersheriff.org/aboutus/purchasing/rfp1.asp>

#### **D. CONTACT INFORMATION**

- 1) Proposers shall use the contact information provided below for all correspondence during the solicitation process unless it has been authorized by the Purchasing Department.

Melissa Pearson, CPPB  
Senior Buyer

Direct: 239/252-9031  
Email: [purchasing@colliersheriff.org](mailto:purchasing@colliersheriff.org)

- 2) Proposers who fail to abide by this directive and solicit or lobby information during the RFP process either directly or indirectly from CCSO members or other sources may result in disqualification and proposal rejection.

#### **E. RFP QUESTIONS**

All questions for this RFP must be emailed to Melissa Pearson at [purchasing@colliersheriff.org](mailto:purchasing@colliersheriff.org). Telephoned or faxed questions shall not be accepted or considered. Proposers shall make reference to the question they are asking by providing the section number and title name, paragraph number (if applicable), and page number. CCSO shall respond to the questions at the mandatory pre-proposal conference. Following the conference questions and responses will be posted on the CCSO website:

<http://www2.colliersheriff.org/aboutus/purchasing/rfp1.asp>

#### **F. RFP QUESTIONS DEADLINE**

The deadline to submit questions shall be May 15, 2015 by 5:00 P.M. EDT. The questions submitted will be answered at the mandatory conference.

#### **G. MANDATORY REGISTRATION FOR SITE VISIT & PRE-PROPOSAL CONFERENCE**

Registration is mandatory to attend the site visit and pre-proposal conference. You must email Melissa Pearson at [purchasing@colliersheriff.org](mailto:purchasing@colliersheriff.org) and provide the employees names and contact information that will be in attendance. Each firm is authorized two representatives. The deadline to register is May 22, 2015 by 5:00 P.M. EDT.

#### **H. MANDATORY SITE VISIT AND PRE-PROPOSAL CONFERENCE**

- 1) All interested Proposers shall attend the mandatory site visit and pre-proposal conference on June 18, 2015 at 10:00 A.M. EDT in order to submit a proposal. The conference shall begin promptly at Naples Jail Center (NJC) located at 3347 Tamiami Trail East, Muster Room, Naples, FL 34112. Following the conference will be the Medical Unit site visit at NJC.



- 2) Proposer(s) requesting a site visit for the Immokalee Jail Center (IJC) shall to do so by scheduling an appointment with the Melissa Pearson by emailing: [purchasing@colliersheriff.org](mailto:purchasing@colliersheriff.org).
- 3) Organizations that submit proposals but failed to attend the mandatory pre-proposal conference, site visit, and sign the conference roster shall be excluded from this RFP and their proposal submission package will be returned to the return address on the package.

I. **PROPOSAL SUBMISSION**

- 1) Proposer's shall provide a proposal, typed or computer generated, in English, clearly responding to all specifications, requirements, criteria and questions outlined in the RFP and detail any exception from this request. Required signatures shall be manually signed in ink.
- 2) Proposer(s) failing to follow the prescribed format may be considered non-responsive.

J. **PROPOSAL SUBMISSION ADDRESS**

Collier County Sheriff's Office  
**RFP #2015.002 INMATE HEALTH CARE SERVICES**  
Attn: Purchasing Department  
2885 County Barn Road  
Naples, FL 34112

K. **PROPOSAL FORMAT**

1. Proposers must submit proposals in three-ring binders in the following order and format. Tabbed dividers shall separate each section, and the tabs must have typed labels identifying each tabbed section. It is mandatory that all proposals be presented in the following format. Failure to do so may result in the proposal being declared non-responsive.

**TAB A. TRANSMITTAL LETTER**

- Name and address of Proposer.
- Point of contacts names, titles, telephone numbers, and email addresses for the technical response, price proposal, and contractual.
- A typed name with an original ink signature and the title of the person who has the full level of authority and is authorized to commit the organization to the proposal. Proposal not signed by an authorized officer of the Proposer's organization will be eliminated.
- A statement that the proposal is indeed in response to this request for "RFP #2015.002 INMATE HEALTH CARE SERVICES"
- Proposals submitted shall state in the letter this is an irrevocable offer by the Proposer for 120 business days from the date of submission.

**TAB B. EXECUTIVE SUMMARY**

- A. Proposer shall provide a summary in layman's terms their overview of the RFP's Scope of Services for the provision of Health Care Services and explain how their proposed program shall meet the requirements provided within the RFP.



- B. Proposer shall provide a narrative statement from the facility tour and they shall comment if they found the facility satisfactory or non-satisfactory. If non-satisfactory, proposer shall list the deficiencies they feel requires attention prior to assuming responsibilities.
- C. Any additional medical and office equipment proposer feels is required prior to start-up shall be included in the summary.

**TAB C. TECHNICAL PROPOSAL**

1. Corporate Overview

Proposer shall include the organization's relevant project experience and background information to include the date proposing company became organized to provide correctional health care services, logistical capabilities, and other pertinent supporting data as well as the below listed requirements. Shall submit professional qualification resumes of the key employees that will be assigned to the project, and a company organizational chart.

2. References

- 1) A listing of all current accounts and a listing of terminated accounts within the last three years in facilities with inmate populations equal to or in excess of 750 inmates with NCCHC accreditation. Shall include facility name and address; and contact name, phone number, and email address.

- 1. CCSO shall select three accounts from the Proposer's current accounts list and two accounts from the terminated accounts list to serve as references.

**TAB D. SCOPE OF SERVICES**

Proposer shall address all services and products requested within the Scope of Services.

**TAB E. ATTACHMENTS**

1) Exceptions to Specifications

- a) Proposers taking exception to any part or section of this request shall indicate such exception(s) attachment titled "EXCEPTIONS TO SPECIFICATIONS". A full explanation to an alternative must be provided outlining the benefit over the listed specification(s). Proposer's failures to indicate any exceptions to the RFP shall be interpreted as the proposer's intent to fully comply with the specifications as written.
- b) CCSO shall only consider proposals that meet the specifications and other requirements imposed upon them by this request. In the event where an exception is stated it shall be reviewed for acceptance or it may be subject to rejection by CCSO in perception of the fact that said proposal does not meet the exact requirements as outlined in this request.

2) Certificate of Insurance Questionnaire

Include certificate of insurance coverage's required by this request or fill in questionnaire affirming that all coverage's and policies are in force or will be in force prior to contract commencement date. Certificate of Insurance shall be presented to the Purchasing Department naming CCSO as the "Additional Insured."



3) Drug Free Workplace Policy or Certificate

- a) Proposer shall provide proof that they are drug-free workplace and said policy shall include random drug screening of the employees.
- b) Proposer must provide a copy of the policy and certify at the time of proposal submission that such a program is in place and functioning.
- c) CCSO reserves the right to periodically request during the contract term proof that the drug-free workplace policy is being conscientiously applied by the Proposer.
- d) CCSO also reserves the right to request drug testing on specific employees of the Proposer in response to official complaints filed by inmates, corrections staff, and/or Proposer's employees.

4) Unauthorized Alien

Notarized statement that the Proposer does not employ unauthorized aliens in accordance with Section 274A (e) of the Immigration Nationality Act (8 U.S.C. 1324a), as required in Section 3.0.1.G.

5) Equal Rights Act Statement

Certifying that the proposer's is in accordance with the provisions of Title VII of the 1968 Equal Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Proposer does not discriminate on the basis of race, color, sex, religion, national origin or disability in its employment practices.

6) Public Entity Crime Form

Sworn statement Pursuant to Section 287.133(3) (a) F.S. on Entity Crimes

7) Addendum (if applicable)

Any changes to the schedule of events or the solicitation shall be posted to the CCSO website in an Addenda/Addendum. It shall be the Proposer's responsibility to check the CCSO website periodically and prior to proposal submission.

Note: Any addenda/addendum posted to the website must be printed, acknowledged and included in the Proposer's proposal.

**L. PRICE PROPOSAL (SEALED IN SEPARATE ENVELOPE FROM TECHNICAL RESPONSES)**

Contractor shall submit price proposal for Contract – Year 1 based on annual costs with average daily population (ADP) of 800 inmates. **Attachments that shall be included in the price proposal package are Price Proposal, Itemized Costs, Staffing Matrices, and Salaries and Benefits.**

1. **Catastrophic Limit Options (ATTACHMENT)**

Proposer shall provide pricing based on inmate population **of 800 for each of the below catastrophic limit options.** Definition of off-site (outside) facility treatment is inmate inpatient or



outpatient health care charges, hospitalization, and all services rendered off-site (outside) from CCSO jail facilities.

**A. Off-site treatment (outside) for any illness, injury, or contagious illness or disease up to fifty thousand dollars (\$50,000) maximum per inmate.**

**B. Annual Aggregate Cap – off-site services (outside jail facilities health care services)**

1) A maximum “Annual Aggregate Cap” for off-site medical services to include HIV medications, viral load testing, CD 4’s and genotyping for HIV Positive patients of seven hundred fifty thousand dollars (\$750,000).

2) At contract year-end, Contractor shall reimburse CCSO 100% of any amount left remaining in the seven hundred fifty thousand dollar (\$750,000) aggregate cap.

**C. All actual costs for inmate off-site treatment of any illness, disease, injury, or contagious illness for all inmates without limit or cap.**

**2. Prior to Booking**

Daily inmate counts for comparison to the population level shall be given exclusive of those inmates that have been in the jail centers for less than 24-hours. Prior to booking costs are the responsibility of the Proposer and they are included in the three catastrophic limit options stated above.

**3. Per Diem**

Proposer shall quote a **per diem**” rate to be charged for the daily number of inmates over based on the inmate population of 800 inmates.

a. Should the population exceed 900 based on the average daily population calculated on a monthly basis, Contractor will charge the per diem for each inmate in excess of 900. CCSO and Contractor shall negotiate for an additional staff and compensation to cover additional staffing.

b. Reduction in inmate population of 700 and below, the Contractor shall credit CCSO on a monthly basis the per diem for each inmate per day that the ADP is 700 and below.

**4. Project Cost Itemized (ATTACHMENT)**

Proposer shall include an itemized breakdown detailing all the costs associated for each of the categories listed below.

<b>Contract – Year 1 Total Annual Costs</b>	<b>\$ _____</b>
a. Employee Salaries	
b. Employee Benefits	\$ _____
c. Contract fees (include x-ray & lab)	\$ _____
d. Medical expenses (off-site care)	\$ _____
e. Pharmaceuticals	\$ _____
f. Malpractice insurance	\$ _____
g. Performance Bond	\$ _____
h. Administrative costs	\$ _____
i. Taxes: Federal, State, Local and Licenses	\$ _____

Note: CCSO is tax exempt for products and services sold directly to them. CCSO tax exemption certificate shall be provided to the awarded Contractor upon issuance of the blanket purchase order.





5. All Federal and INS off-site costs are pass through and not the responsibility of the Proposer and should not be reflected in the price proposal. It is estimated that less than ten Federal and INS inmates will be housed in the jail centers at any one time.

6. Annual Increase

Prices quoted shall prevail for a one-year period from the contract effective date. Prices shall be determined for each additional year based upon the change in the Consumers Price Index (CPI-U) Medical Care Component for all Urban Consumers in the Southern Region of the United States, up to a maximum of 5% annually. An inflationary formula for CPI shall be used for years two and three of the contract.

7. Contract renewals beyond the initial term shall be the Sheriff's prerogative and not a right of the Contractor. Renewals shall be exercised if it is in the best interest of the Sheriff and the citizens of Collier County

**M. PACKAGING FOR PROPOSALS AND SHIPMENT LABEL INFORMATION**

1. PROPOSAL PACKAGING

A. Proposers shall submit hardcopies and one electronic copy as follows:

- o One original
- o Six exact copies
- o One electronic format of proposal and price proposal (on flash drive) placed inside the "Original" proposal binder.
- o Each binder must be sealed inside separate opaque package and marked as "Original" and "Copy"

2. PRICE PROPOSAL PACKAGING

A. One original copy and it must be sealed inside a separate opaque package and marked as:

**PRICE PROPOSAL**

**RFP #2015.002 INMATE HEALTH CARE SERVICES**

B. Proposing organization shall include an itemized breakdown detailing all the costs associated for this project that the proposing organization is providing to CCSO.

3. PROPOSAL SHIPPING BOX LABEL

Shipping package must be clearly marked with the following:

Collier County Sheriff's Office

Attn: Purchasing Department

**RFP #2015.002 INMATE HEALTH CARE SERVICES**

**DUE DATE & TIME: JULY 8, 2015 @ 4:00:00 P.M. EDT.**

2885 County Barn Road



Naples, FL 34112

**N. PROPOSAL SUBMISSION DUE DATE**

1. Proposals shall be received at the Purchasing Department of the Collier County Sheriff's Office located at 2885 County Barn Road, Naples, Florida 34112 by **4:00:00 P.M. EDT on July 8, 2015.**
2. It shall be the sole responsibility of the Proposer that their proposal submission is received by CCSO on or before the stated time and date above.
3. The Sheriff is not responsible for delays caused by delivery service providers or by any other occurrence, or any other delivery method.
4. The Proposer shall be responsible for carefully reviewing, reading, and understanding the specification requirements in the solicitation.
5. Proposal(s) received at CCSO Purchasing Department are issued a receipt that has been date and time stamped. Proposal(s) received after the deadline shall not be considered and they will be returned unopened to the return address on the package. Proposers shall be solely responsible for the timely delivery of their proposal regardless of the delivery method used.

**O. PROPOSAL ERRORS AND OMISSIONS**

1. The CCSO shall not be liable for any errors in the proposal. Proposer shall not be authorized to alter proposal documents after the proposal submission deadline.
2. CCSO reserves the right to make corrections in the event of proposal price extensions errors; the unit price shall prevail.
3. CCSO reserves the right to waive as informality any irregularities contained in any bid.

**P. PROPOSER (S) PROPOSAL DISPOSITION**

1. Proposal contents and any clarifications thereto submitted by the Successful Proposer shall become part of the contractual agreement and incorporated by reference into the contract(s).
2. All proposal submissions become the sole property of the CCSO and they will not be returned to the Proposer.

Note: Unless proposal was received after the proposal submission deadline, CCSO shall return proposal(s) to the return address on the package.

**Q. BID OPENING POSTPONEMENT**

The Sheriff reserves the right to postpone the date for receipts and the opening of proposals. Every effort shall be made to provide advance notice that shall be advertised on CCSO's website.

**R. BID WITHDRAWALS**

Proposers shall not be authorized to withdraw or modify their proposal responses after it is received by the CCSO.



**S. RFP PUBLIC BID OPENING**

The RFP Public Bid Opening shall be at the **Collier County Sheriff's Office, Purchasing Department, Conference Room, at 2885 County Barn Road, Naples, FL 34112 on July 9, 2015 at 10:00 A.M. EDT** to reveal the Proposers whom submitted proposals by the advertised deadline. The proposals will then be submitted to the evaluation team members for independent review and scoring.

**T. NON-RESPONSIVE PROPOSALS**

- A. Proposals deemed non-responsive shall be removed from further consideration if any of the following occur:
1. The proposal submission was not received in accordance with the stated date and time within the RFP.
  2. The proposal does not follow the specified format.
  3. The proposal is not adequate for by the evaluation team members.

**U. EVALUATION**

1. Proposals shall be initially reviewed that they are responsive and responsible and that they comply with the RFP submission format and completeness of the qualifications. Proposals deemed to be incomplete in either responsiveness or responsibility may be rejected without further evaluation.
  - A. Proof that the proper business licenses, permits, or other documents requested to perform business in the State of Florida and Collier County have been obtained by the Proposer or proof that such documents can be obtained in a timely manner for contract commencement on October 1, 2015.
  - B. All Proposers are required to provide audited financial statements, audited by an independent Certified Public Accountant (CPA) or CPA firm, from the most recent three-year period. If the organization is a wholly owned subsidiary of another company or corporation they also need to provide non-audited financial statements for subsidiary. Proposers must provide proof to CCSO that they have sufficient financial resources to execute the contract.
2. Failure to meet the initial review requirements may cause the proposal to be rejected and eliminated for further review by the evaluation members.
3. Proposals are independently and subjectively evaluated and scored for completeness and the Proposer's capabilities to meet and/or exceed the requirements in the request.
4. All proposal(s) shall be scored and an award made to the responsive and responsible proposer whose proposal is determined to be the most professionally and technically responsive and not necessarily to the lowest priced proposal.
5. Proposal evaluations and the contract award announcement are based on the following criteria and scoring weight. Evaluation team members shall review and score the following areas:



- 1) Technical Proposal (Category maximum is 25 %)
- 2) Scope of Services (Category maximum is 45 %)
- 3) Price (Category maximum is 30%)-(Scored by Purchasing Department)

Note: Maximum percentage is 100. The Proposer who scores the highest percentage and has successful contract negotiations with CCSO shall be given a conditional offer of Intent to Award the Contract.

6. CCSO reserves the right to negotiate further terms and conditions, to include price, with the highest percentage ranked proposer at the end of the evaluation process. If CCSO is unable to reach a mutually beneficial agreement with the first selected proposer, CCSO reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until an agreement is reached. Proposers are cautioned to provide their best offer initially. Prior to negotiations with the highest ranked proposer, proposers providing additional information requested by CCSO shall not submit in their response any information that will alter or change the terms and conditions of their original proposal.
7. At no time shall the scoring evaluation members meet or jointly discuss any of the proposals received in response to this request with the exception of any oral presentation requested of the Proposers by the Purchasing Department or attendance at a Protest Hearing should a protest be lodged by one or more unsuccessful proposers.
8. During the evaluation process CCSO may request from the Proposer's representative to answer questions regarding their proposal.
9. Evaluation members shall not disclose any information derived from one proposal to any other proposer.

## **V. PROTEST**

- A. Protest of an award must be filed 10 business days from the date of the award announcement notification by 5:00:00 P.M. EDT. Protest shall be filed with the Collier County Sheriff's Office, Purchasing Department's, Senior Buyer and shall include the following:
  - 1) Name, address, and telephone number of protester
  - 2) Solicitation number of RFP/ITB
  - 3) A detailed statement enumerating sections of the proposal and/or the evaluation process that the protestor considers being flawed or unfair.
  - 4) Protestor or its representative's original ink signature
- B. Protest review and action shall be considered final with no further formalities being considered.
- C. Proposer's failure to follow the bid protest guidelines and timeline of 10 business days shall constitute a waiver of the Proposer's right to protest and any resultant claim.



## **W. CONTRACT AWARD**

- A. It is the desire of the Sheriff that all of the services in this request be provided by a single vendor; however, if it is determined to be in the best interests of the CCSO and the Citizens of Collier County then the contract, in whole or parts, may be awarded to multiple vendors.
- B. The award shall be made to the responsive and responsible proposer whose proposal is determined to be the most professionally and technically responsive and demonstrates the best capability to fulfill the requirements as specified in the request and not necessarily to the lowest priced proposal. The selection process may include a request for additional information. The Sheriff's decision is final.
- C. The Sheriff reserves the right to reject any and all, or parts of any and all proposals; re-advertise this request; postpone or cancel, at any time, this request for Proposal process; or waive any irregularities in this Request for Proposal or in the proposal(s) received as a result of this request.
- D. The determination or the criteria and process whereby proposals are evaluated, the decision as to who shall receive the contract award, or whether or not an award shall ever be made as a result of this request, shall be at the sole discretion of the Sheriff.
- E. If a sealed proposal contains information that a proposer does not wish disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be submitted with indications on each page that the material is "Proprietary", "Confidential" or a "Trade Secret".
- F. All information contained in the proposal shall remain confidential throughout the duration of the evaluation process. However, in accordance with Chapter 119, Florida Statutes and other pertinent laws of the State of Florida, once an award is made to a successful proposer, all information, in all received proposals shall be available for public review.
- G. Proposers shall provide any and all statements in their sealed proposals that they desire to be included in a final contract for inmate health care services. Any exceptions to any terms and conditions may be made and shall be subject to negotiation. However, the inability to contractually guarantee any statement or specification may result in future elimination.

## **X. PROPOSER DIS-QUALIFICATIONS**

- A. The following may be considered as sufficient cause for the disqualification of a Proposer and the rejection of proposal.
  - 1) Submission of more than one proposal for the same provision of services from an individual firm or corporation under the same or different names.
  - 2) Evidence that the Proposer has a financial interest in the firm of another Proposer for the provision of the same services.
  - 3) Evidence of collusion amongst Proposers. Participation in such collusion shall receive no recognition as Proposers for the provision of any service until such participant has been reinstated as a qualified Proposer or a period of five years whichever is greater.
  - 4) Default under a previous contract for the provision of services and/or products to the Collier County Sheriff's Office.



- B. Failure of the Proposer to disclose at the time of proposal submission that any member of the Collier County Sheriff's Office or immediate family member of a CCSO member has more than a five percent vested interest in the submitting company.
- C. Proposer has been debarred or suspended from participation in the State of Florida term contract program or SPURS system.
- D. Proposer is found to employ unauthorized aliens in violation of Section 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324a).
- E. Evidence that the Proposer discriminates in its employment practices in violation of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914. The Proposer in its employment practices shall not discriminate on the basis of race, color, sex, religion, age, national origin or disability.
- F. Failure of the Proposer to respond in the format outlined in this request, and may disqualify them from the evaluation process and deem the proposal non-responsive.

## **PART B. TECHNICAL PROPOSAL**

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Proposer shall submit a fully responsive and responsible proposal and they must meet the below minimum qualifications. Only firms that can clearly demonstrate to the Collier County Sheriff's Office (CCSO) their professional ability in the performance of the work outlined in the Request for Proposal (RFP) shall be considered. Proposers shall demonstrate to CCSO they have an adequate organization, facilities, equipment, and personnel. Failure to include the mandated documentation in proposal submission may deem the proposal as non-responsive. Below criteria shall be followed:

### **1. CORPORATE OVERVIEW, QUALIFICATIONS AND PROJECT EXPERIENCE**

#### **A. CORPORATE OVERVIEW**

- 1) Proposer shall provide a brief history about the organization, the date company became organized to provide correctional health care services, the locations of corporate and regional offices, and the organizations current contracted facilities where inmate health care services are being provided.

#### **B. PROFESSIONAL QUALIFICATIONS & RESUMES**

- 1) Proposer shall submit professional qualification resumes for all management level individuals that will be assigned to the project that shall be accessible and provide project leadership.
- 2) The Proposer shall elaborate on the administrative support for their on-site personnel.

#### **C. PROJECT EXPERIENCE**

- 1) Shall include the organization's relevant project experience and background information, logistical capabilities, and other pertinent supporting data as well as the below listed requirements.
- 2) Shall include company's organizational chart
- 3) Proposer must be organized for the purpose of providing inmate health care services and the firm must have five years' previous experience with proven capabilities with correctional facilities of similar size to the CCSO.



- 4) The Proposer shall attain or maintain and comply with the following accreditations: Florida Model Jail Standards (FMJS), National Commission on Correctional Health Care (NCCHC), Florida Corrections Accreditation Commission (FCAC) accreditation.
- 5) The Proposer shall have experience in fee-for-service programs.
- 6) The Proposer shall be available for immediate contract kick-off.

## **2. REFERENCES (CURRENT AND TERMINATED ACCOUNTS) - ATTACHMENT**

- A. Proposer shall include a list of all current accounts that have inmate populations equal to or in excess of 750 inmates with NCCHC accreditation. Shall include facility name and address; and contact name, phone number, email address, contract dates, and inmate population.
  - 2) Proposer shall include a list of all accounts terminated in the past three years with inmate populations equal to or in excess of 750 inmates with NCCHC accreditation. Shall include facility name and address; and contact name, phone number, email address, contract dates, and inmate population.
  - 3) CCSO shall select three current accounts and two terminated accounts to serve as references.

## **3. FINANCIAL STATEMENTS**

- 1) All Proposers shall provide documentation that they have sufficient financial resources to execute the contract. Proposer shall provide audited financial statements, audited by an independent Certified Public Accountant (CPA) or CPA firm, from the most recent three-year period. If the organization is a wholly owned subsidiary of another company or corporation they also need to provide non-audited financial statements for the subsidiary.

## **4. BONDS**

### **A. BID SECURITY**

Each proposal shall be accompanied by a bid security made payable to Collier County Sheriff's Office (CCSO), pledging that the Proposer will enter into a contract with CCSO on the terms stated in the proposal and shall furnish bonds/security as described hereunder.

Should the Proposer refuse to enter into such contract or fail to furnish such bonds/security, when required, the amount of the bid security shall be forfeited to CCSO as liquidated damages and not as a penalty.

The amount of the bid security shall be Fifty Thousand Dollars (\$50,000). Security shall either a certified check, cashier's check, treasurer's check, bank draft, or proposal bond issued by a surety company licensed to conduct business in the State of Florida. Bonds shall be written on the surety company's standard form, and the Attorney-in-Fact who affix to the bond a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.

CCSO will have the right to retain the bid security of Proposer to whom an award is being considered until either the (a) Contract has been executed and bonds have been furnished, or (b) The specified time has elapsed so that proposal may be withdrawn, or (c) All proposals have been rejected

### **B. PERFORMANCE BOND**

- A. Contractor shall submit, not less than 15 business days following the contract award, a Performance Bond that shall be equal to Twenty-Five Percent (25%) of the awarded contract



value ensuring the successful contract performance under the terms and conditions of the negotiated contract between the Contractor and the CCSO. Any performance bond furnished shall be required for the faithful performance of the contract and to indemnify CCSO against any loss. If an unsuccessful Proposer files a protest to the contract award, at which time the 15 business day period will begin following the date the protest is finalized by CCSO. The bond must be in a form and issued by a corporate surety satisfactory to CCSO. The surety shall be licensed under the laws of the State of Florida to execute a surety bond. The bond is required for the faithful performance of the awarded contract and to indemnify CCSO against loss.

- B. Contractor shall be responsible that the Performance Bond remains in effect for the entire term of the awarded contract, and if contract is renewed beyond the initial term, Contractor shall be responsible the bond is renewed for each additional renewal term.

C. SURETY BOND TERMS

If Surety Bond is executed it shall be by a Surety Corporation which is incorporated under the laws of the State of Florida, and duly licensed to transact a surety business in the State of Florida, and are bound to the Financial Services Commission of the State of Florida as Head of the Office of Financial Regulation.

D. BOND RELEASE

The Performance Bond shall be released after all conditions of the contract have been met, final acceptance has been given and all inspections have been satisfied and a statement of warranty and release of lien has been issued.

E. LICENSES/ACCREDITATION

- A. Proposers shall submit documentation or a brief explanation with their proposal submission that the organization meets or shall meet all licensing requirements to operate a business in Florida and in Collier County, Florida.
- B. The Proposer shall provide documentation that they maintain medical accreditation for correctional facilities.

Note: CCSO reserves the right to reject a proposal when evidence indicates the inability to perform the contract by a proposer.

**PART C. SCOPE OF SERVICES**

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- A. The Contractor shall be expected to meet the following specifications and requirements. The Contractor shall provide 24-hour comprehensive health care services program for the Collier County Sheriff's Office (CCSO) two jail centers located in Naples and Immokalee, Florida. The program shall provide on-site inmate health care services, in a clinical environment, to individuals under the custody and control of CCSO include Marchman and Baker Act detainees and those on work release, weekender lockdown, and weekender work programs.
- B. Contractor shall provide the admission evaluation, sick call, infirmary care, pharmacy services, dental care, continuing health care problems, mental health care, abuse counseling, emergency medical treatments, prior to booking case management, and health care treatment in facilities off-site from CCSO jail center. Health care services shall be extended to any individual in actual physical custody of the CCSO, including those under guard at off-site hospitals.
- C. Off-site elective medical or surgical procedures that are not directly related to a serious medical condition shall not be authorized nor allowed under this contract.





- D. Contractor shall provide comprehensive health care services that are legally defensive and that meet all Federal, State, and County laws as well as Florida Model Jail Standards (FMJS), Florida Corrections Accreditation Commission (FCAC), and National Commission on Correctional Health Care (NCCHC) standards in the delivery of inmate health care services.
- E. The information provided in this section shall serve as a guideline and should not be considered as all inclusive for the inmate health care services being requested.

### **BACKGROUND**

- A. The Collier County Sheriff's Office (CCSO), Corrections Division, has two correctional facilities that are located in Naples and Immokalee, Florida. Intake and booking occurs at both facilities.
- B. Housing (male and female) and Medical Units (NJC-male and female) beds for both facilities.

#### **NAPLES JAIL CENTER (NJC)**

Housing Units	Bed Count	Housing Units	Bed Count
2A	24	7A	20
2B	28	7B	28
2C	52	7C	52
3A	12	21A	80
3B	12	21B	52
3C	28	22A	80
3D	52	22B	80
4A	52	30A	20
4B	52	31A	80
5A	48	31B	64
5B	24	32A	72
5C	24	32B	72
6A	52	MEDICAL HU	26
6B	52	<b>TOTALS</b>	<b>1238</b>

#### **IMMOKALEE JAIL CENTER (IJC)**

Housing Units	Bed Count
A	64
B	64
C	64
<b>TOTALS</b>	<b>192</b>



- C. The following statistical data provides an overview of inmates housed at each facility from fiscal year (FY) 2014 (October 1, 2013 – September 30, 2014) for the following:

**FY 2014 - Naples Jail Center (NJC) located at 3347 Tamiami Trail East, Naples, Florida 34112**

- 1. Individuals booked at NJC were **9738**.
- 2. **9785** inmates released from custody.
- 3. NJC Average Daily Population (ADP) was **848** from October 1, 2013 – September 30, 2014.
- 4. Medical Housing Unit bed capacity: **26**.

**FY 2014 - Immokalee Jail Center (IJC) located at 302 Stockade Road, Immokalee, Florida 34142**

- 1. Individuals booked at IJC were **1734**.
- 2. **1734** inmates released from custody.
- 5. IJC ADP was **28** from October 1, 2013 – September 30, 2014.
- 3. JC Medical Housing Unit bed capacity **0**.
- 4. IJC authorized bed capacity **192**.

- D. The information below provides the total inmates booked and the Average Daily Population (ADP) for past years as well as a projection of future years.

**ACTUAL**

<u>Year</u>	<u>Total Booked</u>	<u>ADP</u>
2011	12,838	901
2012	12,081	988
2013	11,796	910
2014	11,472	872

**PROJECTED**

<u>Year</u>	<u>Total Booked</u>	<u>ADP</u>
2015	10,952	876
2016	10,513	860
2017	10,075	844
2018	9,637	827

- E. Current provision for inmate health care services are currently delivered by a medical staff to include a Medical Director, ARNP/PA, Dentist, Psychiatrist, HAS, DON, Administrative Assistant, Medical Records Supervisor, Mental Health Director, Mental Health Counselors, RN Sick Call, RN Infirmary, RN H & P, LPN IC/Accreditation/Pharmacy Tech, LPN Meds, and C.N.A. Intake.

**1. MEDICAL STAFFING REQUIREMENTS**

Proposer shall have sole responsibility for medical staffing that is sufficient and required to maintain the present medical housing units of the Collier County Sheriff's Office (CCSO) jail facilities providing all inmate medical, mental health, and dental services for 24 hours a day/7days a week/365 days a year (24/7/365) at each facility.

**1) ADMINISTRATIVE AND NON-ADMINISTRATIVE REQUIREMENTS**

- a) Proposer shall provide a well-defined staffing requirement with attached job descriptions, salary and benefit information, post assignment and shift schedule for each facility. A detailed listing of



all salaries and benefits by category shall be included in the proposal submission for medical staffing that is appropriate and required to maintain the current medical housing units for both CCSO jail facilities. They shall provide all medical, dental, and mental health services at both facilities.

- b) Both parties shall negotiate and mutually agree upon staffing for the provisions of health care services.
- c) Proposal shall include a staffing schedule for physicians and/or mid-level providers that guarantee all inmates receive medical care in a timely manner. Minimum staffing requirements are as follows:
  - 1) A designated facility physician licensed in the State of Florida shall act as the Medical Director and perform medical services for on-site care for a minimum of 24 hours per week. The physician shall be Board Certified in Internal Medicine, Gastroenterology, or General Practice with a minimum five years clinical experience in a hospital or institutional setting, and must have a valid license on file with the Florida State Medical Board.
  - 2) Advanced Registered Nurse Practitioner (ARNP) or Physician's Assistant (PA) available on-site with a minimum of 24 hours per week providing medical services.
  - 3) One full-time Registered Nurse acting as Health Services Administrator (HSA) with experience in correctional health care services with ADP's of 800 inmates at minimum, whose authority shall be to oversee the administrative requirements and management services of health care services including but not limited to recruitment, staffing, data gathering, financial monitoring, development and review of policies and procedures, contracts, and medical records. Shall be responsible for representing the Contractor at the jail monthly meetings with CCSO Jail Administration.
  - 4) One full time Registered Nurse (RN) who will act as the Director of Nursing (DON) and shall be responsible for the supervision of the delivery of health care services by the nursing staff and the supervision of the staff itself.
  - 5) At minimum, one full-time Registered Nurse (RN) shall be on duty for every shift at both jail facilities.
  - 6) Non-administrative nursing services provided by Licensed Practical Nurses (LPN), 24/7/365, 12-hour shifts corresponding with CCSO staff schedules. Nursing responsibilities shall include but not limited to:
    - Medical coverage at all times
    - Training of all CCSO certified correctional personnel to conduct admission medical and mental health intake screening on all inmates entering the jail centers.
    - Histories and physical examinations on all inmates within 14 days of admission.
    - Administer prescribed medications.
    - Sick Call triage and follow up daily.
    - Daily Sick call triage and follow up
    - Timely response to medical needs and emergencies
    - Physician support services
    - Psychiatric support services



- 7) A Licensed Mental Health Counselor under the direction of the Mental Health Director shall provide routine and emergency care at NJC, 24/7/365.
- 8) Non-administrative support staff at both jail facilities to ensure that all clerical requirements are properly maintained and met. The proposer shall provide job descriptions, facility location, post assignment and shift schedule.
- 9) A dentist licensed to practice in the State of Florida shall perform all exams and treatment. Contractor shall provide a D.D.S. / D.M.D. who will oversee the on-site basic dental care for all inmates for five hours per week. Dental services shall include extractions, fillings, and 24-hour per day emergency service.
  - a. Dental prosthesis and periodontal care shall be provided at the recommendation of the dentist. It shall be the Contractor's responsibility to arrange any off-site oral surgery or other emergency dental care and all associated costs shall be the sole responsibility of the Contractor.
    - i. Urgent or emergency care shall be provided within 48 hours from notification.
  - b. CCSO currently has dental equipment at NJC. If additional equipment is required Contractor must state the equipment in the proposal.
- 10) Two, grant funded, Reintegration Specialists shall be required full-time (40 hours per week). The grant positions shall be funded from October 2015 through May 2017; renewals based on additional funding by Grantor. The positions shall be staffed with Licensed Practical Nurses (LPN). Responsibilities shall be but not limited to:
  - a. Communicates with the FIRST PROJECT (Forensic Intensive Reintegration Support Team).
  - b. Collects data required for Grant funding purposes in the form of a LSIR (Level of Service Inventory) document.
  - c. Tracks data and submits reports with results from the LS/CMI documents.
  - d. Serves as a resource person for released inmates and schedules follow up referrals as needed. Communicates with community agencies on behalf of the inmates.
  - e. Develops discharge plans with inmates to assist the inmates in continuing on medication(s) and adhering to medical appointments.
  - f. Conducts mini mental status examinations and provides mental health referrals to mental health team as needed.
  - g. Provides support, education, and encouragement for the mentally ill and medically challenged inmates in the program.
  - h. Attends both on-site and off-site community based meetings with Mental Health Director as scheduled.
- 11) One, grant funded, Delinquency Prevention Specialist (DPS) staffed with a licensed Mental Health Counselor for JARCAP (Juveniles at Risk Comprehensive Action Program). The position shall be full-time (40 hours per week). The grant position will be funded from October 2015 through September 30, 2016; renewals based on additional funding by Grantor. This position is critical in leading the collaborative, community-based interagency



team to reach goals established for the youth and their families. Some of the prevention services coordinated through the DPS, Deputy, and community service providers include, but not be limited to:

1. Mentoring
2. Parenting skills education
3. Individual/family counseling
4. Random drug screening
5. Drug counseling
6. Gang awareness education
7. Community work projects
8. Truancy education awareness

Note: Individualized case plans are formulated and followed up on to ensure the recommended services are being received.

- 12) Mental Health Director, 40 hours per week for Project Recovery (a comprehensive in-jail abuse treatment and evaluation program that includes support services necessary for the re-alignment of court adjudication and detention processes). Responsibilities shall include:
- On-site program supervisor providing overall program direction ensuring compliance with HRS licensure standards.
  - Supervise four State of Florida Certified Addiction or Associate Addiction Professional Counselors and one office clerk.
  - Court liaison to facilitate program awareness.
  - Quality Improvement Program implementer that shall include monthly meetings on relevant topics and quarterly documentation audits.
  - Provide monthly reports to Jail Administration by the fifth workday of the month following the prior month completion. All statistics will be shown for the month and year to date. Report shall include:
    - Number of inmates screened and tested for inclusion in the program.
    - Number of inmates currently enrolled in the program.
    - Number of inmates counseled for drug abuse outside the program.
    - Type and number of psycho educational modules conducted.
    - Number of inmates released.
    - Number of inmates referred to aftercare support facilities.
    - Number of program graduates re-arrested. Re-arrest statistics should be compared to the re-arrests for the general population in total and that percentage of the population that have been arrested for drugs and drug related charges.
- 13) Three, State of Florida Certified Addiction or Associate Addiction Professional Counselors providing "primary counselor" clinical services for up to 20 inmates ensuring the program meets standards for licensure by HRS as a substance abuse intervention program.

A. Responsibilities shall include that each of the inmates are assigned to the on-site jail treatment program and the following services will be completed:

- 1) Initial assessment and participant orientation to the program.
- 2) Review of the Participation Plan with the inmate prior to document signing.
- 3) Conduct support and psychoeducational groups Monday through Friday.



- 4) Provide individual counseling as clinically needed.
  - 5) Monitor inmate's current legal status to facilitate treatment referral when inmate is transferred to prison or returned to the community.
  - 6) Assist the inmate in arranging treatment or aftercare when inmate is transferred to prison or returned to the community.
  - 7) Prepare discharge summary for inmates completing or released from the program.
  - 8) Conduct psychoeducational modules for program participants in the following:
    - Addiction education to include HIV/AIDS
    - Relapse prevention techniques
    - Disease concept of addiction
    - Twelve Step Program self-help
    - Problem resolution, anger control, stress management, assertiveness, and interpersonal communication.
- 14) Proposer's key staff members must be assigned to the contract throughout the full contract term.
1. Proposer shall submit in their proposal staffing matrices.
  2. Contractor shall be required to provide a monthly staffing compliance report showing all contract positions relative to each staffing matrix.
  3. Contractor shall list all contract job positions and the job title providing the service, hours each individual worked, including their paid time off, in relation to the contract hours required for that period.
    - All non-worked hours that were required by contract that were unfilled due to voluntary or involuntary termination or any other reason or incident resulting in vacant position; except hours vacated due to assistance with government or inmate litigation not involving neglect or wrongful acts on Contractor.
  4. The staffing compliance report shall be due to Jail Administration no later than 15 days following each monthly period.
  5. In the event contractor's key staff members are being dismissed, replaced, or reassigned the Contractor shall submit a written request to the Chief of Corrections or his designee for his/her explicit consent and authorization prior to the request being granted.
  6. Contractor shall ensure that the early dismissal or reassignment of a key staff member(s) shall have no adverse impact on the contract term.
  7. Contractor shall recruit, select, train, promote, transfer, and release its personnel without regard to race, color, religion, national origin, handicap, age, or sex (except where age, sex, or handicap is a bona fide occupational qualification). Further, the Contractor will administer its other personnel policies such as compensation, benefits, layoffs, and return from layoffs, company-sponsored training, education and tuition assistance without regard to race, color, religion, national origin, handicap, age, or sex.



8. Contractor shall be responsible for ensuring that each position identified in the awarded contract is filled by a properly qualified individual for every shift, every day the position is scheduled. Contractor shall provide a report to Jail Administration monthly listing the number of hours scheduled based on the staffing levels approved in the awarded contract for each position and the actual number of hours provided. In each instance where the actual number of hours provided are less than those in the awarded contract, the Contractor shall reimburse CCSO for the appropriate fully burdened hourly wage (to include salary, fringe benefits, associated management fees, etc.) for each position shortage.
9. In the event the position of Medical Director/Physician, Health Services Administrator (HSA), Director of Nursing (DON), Mental Health Director (MHD) becomes vacant and remains vacant to exceed 14 calendar days, CCSO will impose a penalty against the Contractor in the amount of two times (2X) the fully burdened cost of the yearly salary of the position, pro-rated for the period of time the positions remains vacant in excess of the 14 calendar day grace period.

Note: The identified positions shall be filled by a permanent full time employee and cannot be filled by a temporary employee to avoid payment of the imposed penalty. The penalty will be assessed on a position basis without regard to whether the other positions are filled. The salary rate will be the salary rate of the prior individual who held the position. The penalty described herein for the Medical Director/Physician, HSA, DON, and MHD position penalties is in lieu of the reimbursement for unfilled hours identified herein for the

10. Contractor shall be required to deduct from CCSO's monthly payment 100% of the hourly rate for salary and benefits for the vacant position(s) reflected on the staffing matrix.
- 15) Health care services Agreements of Understanding shall be negotiated for 24 hour health care service with local hospitals, physicians, ambulance services, dentists, and others involved in providing care to inmates in both facilities. They shall be clearly defined and provided to CCSO for review and approval.
- 16) Proposer shall provide operational policies and procedures and those required by FCAC, FMJS, and NCCHC standards. CCSO shall provide policies and procedures for medical services to the awarded Contractor upon contract commencement.
- 17) Contractor shall provide a comprehensive annual statistical report that is in accordance with FJMS, FCAC, and NCCHC standards. In addition, monthly and daily statistics shall be required for each site and include:

**I. Daily Statistics**

Reports shall be submitted for the previous 24 hours to Jail Administration on a daily basis prior to 9:00 a.m. with narrative data to include:

- Off-site hospital emergency room transfers
- Communicable disease reporting
- Inmate suicide updates (status and precautions taken)
- Inmates status in local hospitals and medical units
- Staffing
- Submit completed medical incident report copies
- Submit completed medical grievance report copies
- Lost medical file listing

**II. Monthly Statistics**

Reports shall be submitted on the tenth calendar day of each month to Jail Administration with narrative data from the previous month to include:

- Inmates service requests
- Inmates sick call visits
- Inmates physician visits
- Inmates dental visits
- Inmates psychiatrist visits
- Inmates psychologist visits
- Medical admission, patient days, average length of stay
- Mental health admission
- Off-site hospital admission to include ER and general physician referrals
- Specialty medical consultation referrals
- Intake medical screening
- 14-day history of physical examination assessments
- Psychiatric evaluations
- Diagnostic studies
- Report of third party reimbursement, pursuit and recovery
- Inmate population dispensed medication pharmacy report
- Inmates testing positive of Venereal Disease (VD)
- Inmates testing positive for AIDS or AIDS Antibodies
- Inmates testing positive for TB
- Inmate mortality
- Hours worked by entire medical staff detailing each post or shift
- Monthly off-site cost report
- Annual per inmate off-site care, detailed, paid cost reports.

1. Contractor and Jail Administration staff shall have documented meetings scheduled on a monthly basis for statistical evaluation, program needs, problems, and coordination between custody and medical personnel.
2. A corporate headquarters representative or District Manager shall meet with Jail Administration, at minimum, on a quarterly basis.

**2. POST GUIDELINES**

- A. Clearly defined job descriptions and post orders outlining the duties and responsibilities for all assignments must be posted at each facility. Copies of staffing schedules covering all health care staff are to be posted in designated areas and submitted to the CCSO Jail Administrator on a weekly basis, or if changes in staff scheduling occurs, CCSO must be provided the revised schedule immediately.
- B. Any Post left vacant in whole or in part of any shift will result in a credit to the CCSO based on salary plus benefits of the position assigned to that Post and for the hours the post is vacant. Additionally, the awarded Contractor will pay a penalty for position(s) not filled as required by the negotiated contract.

**3. CARE AND TREATMENT REQUIREMENTS**

- A. Health care services for 24 hours a day emergency services to include on-site emergency and acute hospital services with one or more physicians or other health care providers.
- B. 24 hours a day emergency service coverage, the hours for routine sick call shall be at levels which allows for all inmates needing medical services to be seen on the same day that they request the





services. Should the need arise outside the scheduled sick call done in the housing units, the sick call shall be conducted on a Fee-For-Service basis according to CCSO policy and guidelines.

- C. A written manual of standardized policies and procedures, approved by the health care authority and CCSO, must be reviewed at least annually and revised as necessary under the direction of the health care authority with approval of CCSO.

#### 4. **ANCILLARY SERVICES**

- 1) Contractor shall utilize NJC facility on-site ancillary services to include, but not limited to, phlebotomy, x-ray, EKG, mammogram, and ultrasound services.
- 2) Contractor shall be responsible for all cost associated to ancillary services both on-site and off-site for the above and for payment of all off-site laboratory, x-ray and imaging services.
- 3) Contractor shall agree a Board Certified Radiologic Technologist certified in the State of Florida shall perform diagnostic imaging examinations and a Board Certified Radiologist shall read the x-rays.
- 4) All abnormal x-ray results are to be reviewed and signed off by a physician with a follow up plan of care outlined.

#### 5. **LABORATORY SERVICES**

- 1) Contractor shall be responsible for medical laboratory services, including supplies, forms, and tests. Lab services shall include provisions for stat services and for the pickup and delivery of specimens and reports as needed.
- 2) Contractor shall ensure subcontracted laboratory has an adequate Quality Assurance Plan.
- 3) A physician or licensed designee shall review and document the inmates medical chart for all routine laboratory results within 48 hours (72 hours provided for weekends) after receipt of test results, to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The on-call provider shall be notified immediately of all stat reports.
- 4) All abnormal laboratory results are to be reviewed and signed off by a physician with a follow up plan of care outlined.

#### 6. **EMERGENCY PLAN**

Contractor shall provide an emergency plan for their health care staff roles in the event of a disaster. Contractor shall provide medical services and assistance, in times of emergency or threat thereof, caused by nature or man, to the CCSO to include evacuations should CCSO choose to transport inmates to other jail facilities.

#### 7. **MEDICAL DIET PROGRAM**

Contractor shall provide dietician services and they shall be responsible in communicating to CCSO Jail Administration the need for medically "special" diets.

#### 8. **INMATE MEDICAL SCHEDULING**

- A. Inmates (patients) shall receive quality medical care in a timely manner. The Contractor shall be held accountable to provide the appropriate staff levels for inmates scheduled for sick call and all other clinics. They shall be seen on the scheduled date, regardless of other emergencies, unless the emergencies are of extraordinary nature.
- B. The Contractor shall include in their response the maximum number of appointments that will be



reserved for each clinic daily. Failure to examine and/or treat patients as scheduled will result in a fine as negotiated by contract. Contractor shall further describe their service goals and performance measures for each program to be offered. All accreditation standards must be followed as they relate to scheduling of patient care.

- C. Contractor shall be responsible in coordinating inmate movements with CCSO security staff.

#### **9. EMPLOYEE BACKGROUND CHECKS AND INSURANCE**

- A. The successful Proposer shall provide pertinent employment application information such as: name, date of birth, local address, previous employment, social security number, and driver's license or passport for employment background checks.
  - I. Applicant background screening and fingerprints shall be coordinated and conducted by CCSO Jail Administration prior to approval of Contractor's employee access to CCSO facilities.
  - II. Contractor's professional staff licenses and/or certificates shall be on file with the CCSO prior to employment. In addition, malpractice insurance must be on file for all Physicians and Nurse Practitioners, and other professional or paraprofessional employees, if applicable.
  - III. CCSO shall deny entry into any secured facility and/or remove Contractor employee who does not perform his/her duties in a professional manner.
  - IV. CCSO reserves the right to search any person, property, or article upon entering or leaving its facilities.

#### **10. QUARTERLY AUDITS**

CCSO shall have quarterly audits conducted for the services Contractor is providing for the Inmate Health Care Services contract. The audit shall be completed by an independent health care consultant contracted by the CCSO. Consultant shall provide to the Sheriff and the CCSO Jail Administrator a full report to include all deficiencies that require corrective measures.

#### **11. MEDICAL GRIEVANCES**

The Contractor shall appoint a Medical Grievance Coordinator (MGC). They shall be responsible for coordination and scheduling of meetings with inmates that have filed a medical grievance. MGC shall address the grievance within five days of the inmate's initial request. Every attempt shall be made to resolve the grievance, and if it cannot be resolved, the administration shall have ten calendar days to respond to CCSO. All inmate grievances shall be provided to CCSO Jail Administrator or designee. Contractor's medical grievance process shall be provided in the Contractor's proposal response.

#### **12. INTAKE MEDICAL SCREENING**

- A. The intake medical screening process shall be detailed within the proposal.
- B. Based on organized review and inspection conducted by qualified health care personnel, a medical screening will be conducted and documented for every detainee arriving at the facility 24/7/365.
- C. Inmates shall be medically cleared through this process before they are sent to general and/or assigned housing unit. Person(s) found unconscious or who appears to be seriously injured must be referred at once for emergency medical attention. Their transfer for returning to the jail shall be based upon written medical authorization from the hospital physician.
- D. Drug and Alcohol screenings and testing as required by Florida Statute Title XXIII Chapter 316 Section 1933 are required in the medical intake screening process.



### 13. **HEALTH ASSESSMENT**

- E. CCSO requires all inmates shall have a health assessment and physical examination by qualified health care personnel completed no later than 14 days following their arrival/booking. If the inmate has received a health screening within the past 90 calendar days, a new appraisal is not required except as determined by the physician or his/her designee.
- a) Health Screening Assessment shall include at minimum:
- Review of intake screening forms
  - Collection of additional data regarding complete medical, dental, psychiatric, and immunization histories
  - Laboratory and/or diagnostic testing to detect communicable diseases (venereal disease and tuberculosis).
  - Vital signs recorded (height, weight, pulse, blood pressure, and temperature).
  - Initiation of therapy, if applicable
  - Physical examination with comments for mental and dental status.
  - Female gynecological assessments
  - Review of physical examination and test results by a physician for problem identification.
- b) Health assessments shall be performed annually on inmates that remain detained longer than one year.
- c) The Sheriff or his designated representative may audit the medical chart of any inmate at any time to ensure that this requirement is being met.
- d) Any chart inspected during the audit revealing the 14 day health assessment was not conducted during the required time period, the Contractor will be penalized one hundred fifty dollars (\$150.00) for each day each chart was found deficient
- 5) Health screening forms that document inmates' health information must be approved by the physician and the Jail Administrator.
- 6) CCSO's Jail Administrator's policy and procedures require health screening must be contained in the standard operating procedures for the medical section.
- 7) Contractor shall make arrangements for body cavity searches to be conducted by medical personnel other than those who currently provide inmate care while in custody of the Sheriff and in accordance with American Medical Association (AMA).

### 14. **OFF-SITE INMATE MEDICAL COSTS**

- A. Contractor shall be responsible for the management, coordination, and payment of all off-site health care costs. Contractor shall provide to CCSO detailed statements of all paid claims related to off-site health care costs and appropriate claims based on documented efforts to ensure claims are correct and meet all "clean claim" invoice approval requirements established by the contractor and approved by CCSO.
- B. Proposer's proposal shall provide to CCSO a claims management system software that is used by the proposer to process all off-site inmate medical invoices and claims from health care providers. Proposer shall demonstrate real time adjudication of health care claims, claims auditing, and third party payment management. Proposer must provide a plan for providing inmate with off-site care utilization and case management methods/programs and post inmate care claim reviews.



- C. Proposer shall provide comprehensive health care services that are legally defensible and which meet the FJMS, FCAC, and NCCHC standards for health services in jail facilities, and all Federal, State, local laws and ordinances governing health care service.

**15. PHARMACY SERVICES**

Pharmacy and emergency pharmacy services shall be monitored by a licensed and qualified pharmacist consistent with State and Federal Laws and meet FJMS, FCAC, and NCCHC standards and/or regulations.

- Prescription medications must be available within eight hours of the prescription being written.
- Blister packaged medications for easy storage in medication carts with exception of psychotropic medications that are to be dispensed in liquid form if so manufactured.
- Any medication delivery delays noted by the Medical Director could result in a written request to change pharmacy providers.
- All females will be tested for pregnancy prior to receiving any medications.
- Dispensing of medications will be recorded to provide documentation that inmates are receiving and ingesting their prescribed medications.
- Documentation will also be required when an inmate's ordered medication was not administered.
- The chart shall be noted in the event inmate's refusal to take prescribed medication (s). The inmate's explanation of refusing the medication (s) shall be noted.
- The Contractor shall be required to cooperate with the local coordinator of the AIDS Drug Assistance Program (ADAP) and refer HIV+ inmate to the onsite case manager.

**16. ON-SITE SERVICES**

Diagnosis and treatment requiring the following specialization services must be sufficient to provide for emergency care and as medically required for inmates at jail facilities. Care is to be provided on-site and within a reasonable amount of time.

- Dentistry
- Orthopedic
- Optometry
- Nephrology – Dialysis equipment is available on-site.
- Radiology – XRAY machines available at both facilities.
- Lab tests, EKG or other testing.
- HIV Specialty Care
- Obstetrics/Gynecology

**17. OFF-SITE SERVICES (Contractor responsible for all off-site costs)**

- A. Specialist appointments that require off-site visits shall be managed and approved by the Medical Director and CCSO Jail Administration.
- B. Offsite activity/cost report shall be provided by the 10<sup>th</sup> of each month to CCSO Jail Administration. Report must include all offsite cost reports for outpatient, inpatient, emergency room visits, and clinical service visits.



## 18. PARTNERSHIPS

Describe your company's use of partnerships or agreements with local hospitals or walk-in clinics that will enhance the provision of medical services to CCSO inmates.

## 19. TELEMEDICINE

Describe your company's utilization of telemedicine as part of patient care delivery options.

## 20. INTAKE HEALTH SCREENINGS

1) Screening assessments will be utilized as a guide for the development of initial interventions for withdrawal assistance from mood-altering chemicals or interventions designed to assist the inmate in identifying the nature of his/her clinical problem. Completed interventions shall be recorded in the inmate's patient record. Screenings shall be conducted within 72 hours.

A. At minimum, the screening shall include:

- Current illness and health problems including medical, dental, and communicable diseases.
- Medications taken and special health requirements
- Use of alcohol and drugs, including types, methods, amounts, frequency, date/time of last use, and history of problems related to discontinued use.
- Females, a history of gynecological problems and pregnancies.

B. At a minimum, the screening shall include the observation of:

- Mental status, appearance, conduct, tremors, sweating, behavior, and state of consciousness.
- Notation of body deformities, trauma, markings, and ease of movement.
- Conditions of skin and body orifices, including rashes, infestations, needle marks, or other indications of drug use.

2) Inmates must be medically cleared prior to being sent into general population.

3) All new admission/screening charts are to be reviewed and signed by the Medical Director/Physician within 24 hours.

## 22. MENTAL HEALTH PROGRAMS

The Contractor for the referral, evaluation, and treatment of inmates shall develop a Mental Health Program. The program development shall include the physical and emotional needs of patients addicted to mood-altering chemicals, but not be limited to the following:

- 1) All inmates referred for mental health evaluation will receive a comprehensive diagnostic examination including a psychosocial history and mental status evaluation. This examination will include an assessment of suicidal risk, potential for violence and special housing needs.
- 2) When isolated for psychiatric purposes, a Licensed Mental Health Professional or designee shall examine inmates within twenty-four (24) hours after initial confinement. Psychiatric evaluation must support confinement of inmates based on risk of physical danger to self or others. A Licensed Mental Health Professional or designee will be responsible to determine and document in the medical record when an inmate should be returned to the general population.
- 3) The psychiatrist or his designated Mental Health Counselor shall see all inmates on direct or psychiatric observation daily.



- 4) Psychotropic medication will be used when appropriate and will be dispensed only in liquid form when so manufactured. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All persons currently taking psychotropic medication upon arrival in booking will be seen by the psychiatrist, physician or nurse practitioner within 72 hours. A medical evaluation and routine lab work should be performed on those persons who require segregation and psychotropic medications.
- 5) Alcoholism services will be offered to those inmates who are referred to the program for health problems and who also have alcohol related problems. These services will be provided by medical and mental health professionals and should include monitoring for withdrawal.
- 6) Treatment plans will be developed for all mental health referrals to include case findings, follow up referrals, liaison work and post release planning.

### **23. CLOSE OBSERVATION AND CONFINEMENT**

- 1) Housing guidelines will be provided for inmates requiring close observation and/or segregated confinement for administrative reasons. All inmates assigned this classification, segregated from the general population whether for chronic or convalescent care, psychiatric care, observation, or for non-medical reasons must be seen by a Mental Health Counselor a minimum of three times per week.
- 2) The Contractor will describe their method of monitoring and handling the care of inmates under close observation and confinement. Persons presented to central booking while under the influence of alcohol or drugs must be evaluated for potential withdrawal symptoms. If determined by medical authority that the person is at risk of experiencing withdrawal symptoms, said person will be housed in a medical unit where they will receive medical observation and when indicated, protocols for detoxification.
- 3) Inmates detained under the influence of alcohol or drugs must be separated from the general population and kept under close observation and they shall be checked by medical staff at intervals not exceeding 72 hours.
- 4) An inmate confined in an isolation cell used for medical purposes shall be examined by a physician or designee within 48 hours following his/her confinement in such area or cell. A physician or designee shall determine when the inmate will be returned to the general population. The inmate shall remain in isolation if the physician or designee:
  - (1) Finds that the inmate presents a serious risk to himself or others, and/or,
  - (2) Continues to provide the inmate with follow-up medical care and treatment during the entire time that the inmate remains confined in such area or cell as deemed necessary.

### **24. HOSPITALIZATION AND OFFSITE SPECIALTY SERVICES**

- A. Contractor shall be responsible for all off-site costs to include, but not limited to hospitalization, specialty services, inclusive of diagnostic and treatment procedures, laboratory, and emergency transportation services.
- B. Inmates returning from hospitalization or off-site appointments are to be assessed upon their return by medical personnel. A note regarding this review with reference to follow up in-house must be documented in the inmate medical record.

### **25. PREGNANCY PROGRAM**

Proposer shall define an Obstetrics/Gynecology program. Pregnant inmates housing assignment shall be



in the female Medical Housing Unit.

## **26. MEDICAL CLEARANCE FOR INMATE WORKERS**

Medical examinations for all inmate trustees assigned to work in food services or programs outside jail facilities must be completed prior to placement in the assignment. Inmate worker medical clearances must include general examination of overall physical and mental health with specific reference to evidence or testing for communicable diseases.

## **27. ELECTRONIC HEALTH RECORDS (EHR) SYSTEM**

- 1) Contractor shall include in the cost of the contract a HIPPA compliant Electronic Health Records (EHR) and medication management system that offers, but not limited to, the following: real time vital stats, inmate medical history, mental health assessments, chronic care illnesses and clinics, current prescriptions, lab results, hospitalization, sick calls, lab results, and customizable reports.
- 2) Individual health care records will be initiated and maintained for every inmate regarding medical, dental or mental health services as a result of the inmate screening process, health appraisal, medical clearance, sick calls, hospitalizations or any service as provided to the inmate during their detainment.
- 3) The health record shall not be combined with the custody record.
- 4) Confidentiality of medical records will be assured and shall be HIPPA compliant. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.
- 5) Medical summaries or certifications must be produced to accompany inmates for inter-agency transfers.
- 6) Proposer must describe intra-system transfer protocols and procedures in accordance with NCCHC standards. Medical data necessary for the classification, security and control of inmates will be provided to the appropriate Sheriff's Office personnel.
- 7) Medical records will be made available to the Sheriff's Office when required to defend any caused action by any inmate against the Sheriff. Information concerning any court or legal documents affecting inmates and the successful proposer must be provided, in writing, to CCSO Jail Administration prior to the close of the shift of service/receipt.
- 8) While paper records are still in use, inactive medical records shall be scanned and filed electronically by Contractor staff in accordance with state standards. The Contractor will be granted access to those files for medical history reference. The Contractor must determine if an inmate has been previously incarcerated at a CCSO facility. If so, the inmates' previous medical record will be accessed and the "problem list" from all prior incarcerations must be printed and placed in the current medical record. While paper records are still in use, if an inmate's medical record is lost or misplaced and cannot be located within eight (8) hours of the discovered loss, the successful proposer's Director of Nursing, the Medical Director, and CCSO Jail Administration shall be verbally notified and a duplicate record shall be immediately generated.
- 9) Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined into one. Failure to locate a lost medical file within 24 hours will result in a fine as negotiated.
- 10) Proposers must describe procedures for responding to medical records release requests.
- 11) EHR shall be implemented within the first one hundred eighty (180) days from contract commencement.



- 12) Contractor shall provide all hardware, software, wiring, internet connections, etc. required to run the EHR.
- 13) Contractor shall provide with the proposal submission a description of any requirements that CCSO will need to provide, such as space to house computer hardware.
- 14) Contractor shall provide with the proposal submission a complete description of the system and the architecture planned for the system, including system diagrams.
- 15) Contractor must turn over all EHR data, to include all transaction data, at the end of the contract term. Data must be provided in a manner that is usable in a Microsoft SQL operating environment.
- 16) Contractor shall provide a description with the proposal submission of the plan to accomplish this data transfer.
- 17) Contractor shall provide industry standard database documentation, with full, detailed data dictionary that outlines all data points by module.

28. **FEE-FOR-SERVICE PROGRAM**

1. CCSO Form #P276, Inmate Charge Form, shall be used to gain the inmate's acknowledgement of services provided and fees to be charged to their inmate account for sick calls, services, medications, and other charges applicable. The charge form shall be initiated and completed by medical personnel who must sign and date the form to include the inmate's signature.
2. The form will be forwarded to CCSO staff for entry in the accounting system.

29. **CONTINUITY OF SERVICE TRANSITION PLAN**

Corizon Correctional Health currently provides inmate Health Care Services. CCSO requires complete coordination between the incoming and outgoing contractors to facilitate a smooth transition and prevent any service interruption if such is the result of this RFP. Describe in detail how your company will transition between providers. If the transition includes retaining employees from the current provider describe how benefits and accrued leave are to be treated.

30. **HOUSE KEEPING / HAZARDOUS WASTE / TRANSPORTATION / BODY CAVITY SEARCHES**

- 1) Health Care staff shall be responsible for all housekeeping duties in the infirmary with the exception of cleaning the floors, bathrooms, showers and vents.
- 2) Inmates will not be allowed to provide any health care services, including record keeping.
- 3) All outside medical consultations/treatment shall be coordinated in advance with the CCSO Jail Transport.
- 4) Contractor shall be responsible for the disposal of all medical, contaminated, hazardous, or bio-hazardous waste and the associated cost. This material must be removed from within the facility to a secured area and disposed of in accordance with all Federal, State and local laws.
- 5) Contractor shall make arrangements for body cavity searches that are conducted off-site by medical personnel other than those who currently provide care to inmates in the custody of the Sheriff, in accordance with NCCHC Standards.

31. **CCSO IMMUNIZATION PROGRAM**

1. Contractor shall agree as a part of their proposal and they shall be obligated under the awarded contract to manage and maintain CCSO's Certified Deputy Hepatitis A, Hepatitis B, Tetanus, PPD





(TB) Test, and Flu Immunization Program whereby all certified, and select civilian members, of the CCSO shall receive the required immunizations.

2. Immunizations shall be administered during a clinic that will last three hours, one day per month.
3. All vaccines and immunization supplies shall be furnished by CCSO.

### **32. BLOOD DRAWS**

Proposer shall agree to draw blood on inmates that have exposed CCSO personnel to various significant health concerns. All post-exposure care for CCSO members, where necessary, will take place in the local hospital emergency room where they may receive the benefit of Occupational Health Safety Services.

### **33. EQUIPMENT AND OFFICE FURNITURE**

- A. CCSO owns the existing clinical equipment. In the event that additional equipment with a value of \$1,000 or more is required during the term of the contact, a written description of the equipment and justification for its purchase must be forwarded to the CCSO Jail Administration who will present the request for consideration as a capital budget item.
- B. If any proposal includes additional equipment needs to satisfy the proposed service plan, include the cost of that equipment separately from the basic specifications. Justification for the equipment must be included.
- C. CCSO shall provide a reasonable amount of office furniture to include desks, chairs, and filing cabinets for Contractor. Any additional furniture requirements and the justification for it should be presented during contract negotiations.

## **PART D. CONTRACT**

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CCSO may award one or more contracts and reserves the right to make added awards to the same Proposer or additional Proposers who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the CCSO.

### **A. CONTRACT TERM**

- 1) The initial contract shall be a three-year period, which shall commence on October 1, 2015 at 00.01 hours, EDT and it shall terminate on September 30, 2018 at 24:00 hours, EDT.
- 2) Contract funding is dependent upon appropriation of funds by the Collier County Government, Board of County Commissioners for the fiscal year (FY) October 1, 2015 – September 30, 2016; and each fiscal year thereafter for which the contract remains effective.
- 3) The RFP's terms and conditions and the contractor's proposal response shall be part of the contract.
- 4) The contract shall be reviewed throughout its entire term, and CCSO shall deliberate contract cancellation upon discovery that the contractor is in violation of any agreement part including the inability by the contractor to provide the products, support, and/or service offered in their proposal response.



**B. CONTRACT RENEWAL**

- 1) Within 30 days of contract term expiration, CCSO shall notify Contractor and upon mutual agreement, the contract may be renewed for two additional one-year extensions based upon negotiations of service delivery and costs.
- 2) Contractual provisions or services changes to be furnished under the contract shall be in writing, and the Sheriff, or designee, and the agent of the contractor must approve them. If a decision shall be made to increase the scope of the contract, the Sheriff, or designee, and the Contractor will mutually agree, in writing, to an adjusted contract price.

**C. CONTRACT OWNERSHIP**

- 1) In the event the agreement is terminated prior to its expiration, CCSO shall have sole ownership rights of all documentation that was designed, developed, and/or utilized in respects to this contract with the exception of proprietary or commercial software rights. It shall become exclusive property of CCSO.
- 2) All data to include electronic documents, technical data, materials that were originated and developed specifically for CCSO that were performed in accordance with the contract to include reports, surveys, charts, diagrams, literature, brochures, mailings, audio/video recordings, pictures, drawings, analysis, notes, memoranda, written procedures which are services of CCSO contract to include electronic documents shall remain the sole property of CCSO, and they shall be delivered to CCSO within 30 calendar days' notice of contract termination.
- 3) Contractor shall be prohibited from selling products or deliverables produced under said contract awarded without explicit consent from CCSO.

**D. CONTRACT TERMINATION**

- 1) Unless otherwise mutually agreed by both parties, the awarded contract shall be terminated on September 30, 2018 at 24:00 hours, EDT.
- 2) Termination for Cause: The Collier County Sheriff's Office may terminate the awarded contract at any time that the Successful Proposer fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
  - a. The Collier County Sheriff's Office shall provide the Successful Proposer with 30 business days' notice of conditions endangering performance. If after such notice the Successful Proposer fails to remedy the condition contained in the notice, the Collier County Sheriff's Office shall issue an order to stop work immediately.
  - b. The Collier County Sheriff's Office shall be obligated to reimburse the Successful Proposer only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
- 3) Termination by Mutual Agreement: With the mutual agreement of both parties upon receipt and acceptance of not less than 30 business days written notice, the awarded contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
- 4) Termination for Special Situations: Either party may terminate the awarded contract immediately following 30 business days written notification to the other documenting the occurrence of any of the following:
  - a. In the event there is a change in the Office of Sheriff due to an election, resignation or death and the Sheriff-elect makes the decision not to continue the awarded contract.



- b. The Successful Proposer or any of its principals are debarred, suspended, proposed for debarment or declared ineligible to participate in the State of Florida SPURS System under the provisions of Section 287.133(3)(a), Florida Statutes or pursuant to Rule 60A-1.006 F.A.C.
- c. Insolvency, bankruptcy or receivership of the Contractor.

## **PART E. TERMS AND CONDITIONS**

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### **1. INSURANCE REQUIREMENTS**

- A. Contractor shall provide insurance at its own expense in accordance with the laws of the State of Florida.
- B. Work shall not commence in connection with the contract until Contractor has obtained all the following insurances and it has been approved by the CCSO, nor shall the Contractor allow any sub-contractor to commence work on said contract until all similar insurance required of the sub-contractor has been so obtained and approved.
- C. Insurance policies shall be with insurers qualified and doing business in Florida.
- D. Each insurance certificate must contain the following statements as evidence of the required endorsements:
  - 1) Collier County Sheriff's Office is to be named as an "Additional Insured" on a primary, non-contributing basis on the General Liability, Automobile and Umbrella Policies.
  - 2) Waiver of Transfer of Rights of Recovery (or waiver of Subrogation) in favor of Collier County Sheriff's Office applies on all policies.
  - 3) General Liability General Aggregate is Per Project.
- E. The Contractor shall be responsible for and maintain property insurance coverage to cover tools and equipment whether owned operated, rented, or borrowed. The policy must be provided for a waiver of Subrogation in favor of Collier County Sheriff's Office.
- F. All policies shall be written by insurance companies licensed to do business in the state in which the work is to be performed and be acceptable to Collier County Sheriff's Office. All policies of insurance must be written with insurance companies with a Best's Rating of A- or better.
- G. ALL certificates of insurance shall contain substantially the following statement: "Should any of the below described policies be canceled before the expiration date thereof the issuing company will mail 30 days written notice to the Collier County Sheriff's Office."
- H. Contractor must provide certificates of insurance that list the following minimum insurance coverage's and they shall be in effect at the contract commencement and throughout the term.
  - 1) Statutory Workers Compensation, Employers Liability for Florida (not less than \$1,000,000) Broad Form All States Endorsement.

Required Endorsement: Waiver of subrogation in favor of CCSO

- 2) Commercial General Liability

Limits:

- \$3,000,000 General Aggregate
- \$1,000,000 Products and Complete Operations Aggregate



- \$1,000,000 Person and Advertising Injury
- \$1,000,000 Per Occurrence
- \$50,000 Fire Damage (any one fire)
- \$5,000 Medical Expense (any one person)

Required Endorsement: With respect to Collier County Sheriff's Office status as an additional insured to read: Collier County Sheriff's Office, the coverage afforded by this endorsement applies on a primary and non-contributing basis, or an exact equivalent.

\*Per Project Aggregate

3) Personal Liability: Medical Malpractice insurance coverage of all medical professional staff:

- \$1,000,000 limit per occurrence
- \$3,000,000 aggregate annually

4) Automobile Liability: Including owned, non-owned, and hired automobiles.

- \$1,000,000 Combined Single Limit

Required Endorsements: Additional Insured – Collier County Sheriff's Office

\*Waiver of Transfer of Rights and Recovery, schedule to read Collier County Sheriff's Office

Other Insurance

5) Professional Liability:

- \$1,000,000 per occurrence
- \$3,000,000 aggregate

**Note:** Claims made insurance shall have documentation by Proposer of intent to provide tail coverage through the statute of limitations for services provided under the contract with the Collier County Sheriff's Office.

- Extended Business Liability Endorsement
- Products/Completed Operations (to be provided for minimum of 24 months after completion of work)
- Broad Form Contractual Liability
- Person Injury Liability

I. It shall be the sole responsibility of the Successful Contractor to maintain current certificates of insurance and provide them to CCSO throughout the agreement term with CCSO.

J. Successful Contractor shall be solely responsible for the payment of required insurance coverage's and the payment of any deductibles.

K. Any cancellations, reduction in policy value or lapse of insurance coverage shall be a material breach of contract of the awarded contract.

L. Contractor must abide by all Federal Regulations if applicable to this contract.

**2. EQUAL EMPLOYMENT OPPORTUNITY**

The successful Proposer shall comply with all requirements of Federal, State and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap or national origin.



**3. CONTINGET FEES WARRANTY**

The successful Proposer shall agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the contractor for the purpose of securing business.

**4. HIPAA COMPLIANCE**

Contractor agrees to establish procedures to maintain confidentiality of inmate health care and psychiatric records as required by law.

**5. SUBCONTRACTS**

CCSO shall approve, prior to work commencing, all subcontracts entered into by the Contractor for the purpose of completing the provisions of this contract. All subcontractors' personnel shall be subject to a security/background check by CCSO.

**6. CONTRACTOR PERSONNEL**

CCSO shall have the authority to request replacement of any Contractor personnel that is unable to carry out the responsibilities of the contract and shall approve all appointments to the positions of administrator, medical director, supervising nurses, and other Contractor personnel. All Contractor personnel will be subject to a security/background check by CCSO.

**7. CONTRACTOR COOPERATION**

The Contractor shall maintain regular communications with the CCSO Contract Administrator and shall actively cooperate in all matters pertaining to this contract.

**8. FAILURE TO PERFORM RECOVERY EXPENSES**

The services rendered under this contract will be critical to the mandated responsibilities of the Sheriff. Therefore, the Contractor will reimburse the Sheriff for all expenses incurred by the CCSO in providing services that are the responsibility of the Contractor. Such expenses shall be reduced from the monthly payment due the Contractor.

**9. DEFINITIONS**

For the purpose of this article only, the following terms have the meaning indicated.

1. Request for Proposal (RFP). A solicitation document issued by a procurement office requesting proposals from potential vendors for goods and/or services. Various factors are evaluated for best value with price not being the primary evaluation factor.
2. CCSO means the Collier County Sheriff's Office, its correctional facilities, its divisions, substations, agencies, officials, officers and employees.
3. Proposer means vendor, and its officers, agents, representatives, and employees.
4. Successful Proposer/Contractor/Awarded Contractor means vendor awarded the contract.



## **10. LIABILITIES**

### **1. INDEMNIFICATION**

Successful Proposer shall indemnify the CCSO against liability for any suits, actions, or claims of any character arising from or relating to the Successful Proposer's performance under the awarded contract.

- a. The CCSO has no obligation to provide legal counsel or legal defense to the Successful Proposer in the event that a suit, claim, or action of any character is brought by any person not party to the awarded contract against the Successful Proposer as a result of or relating to the Successful Proposer's obligations under the awarded contract.
- b. The CCSO has no obligation for the payment of any judgment or the settlement of any claims made against the Successful Proposer as a result of or relating to the Successful Proposer's obligations under the awarded contract.
- c. The Successful Proposer shall give immediate notice to the Sheriff or his designated representative of any claim or suit made or filed against the Successful Proposer or any matter pertaining to the awarded contract.
- d. The Successful Proposer shall cooperate, assist and consult with the CCSO in any claim, suit or action made or filed against the CCSO or Collier County as a result of or relating to the Successful Proposer's obligations under the awarded contract.

## **11. OSHA COMPLIANCE**

The Successful Proposer expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tagout procedures, material safety data sheets and labeling as required by the Right to Know Standards, 29 CFR 1910.1200.

## **12. INDEPENDENT CONTRACTOR**

The CCSO shall expressly acknowledge that the Successful Proposer is an independent contractor, and nothing in their Agreement is intended nor shall it be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship, or any other relationship allowing CCSO to exercise control or discretion over the manner or method by which the Successful Proposer performs their obligations under their Agreement.

## **13. PERSONNEL**

The Successful Proposer certifies that it has, or shall secure at its own expense, all personnel required in performing the services under the awarded contract. Such personnel shall not be employees or have any contractual relationship with CCSO.

- a. All of the services required hereunder shall be performed by the Successful Proposer or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.

## **14. LITIGATION COSTS**

All of the Successful Proposer's litigation costs including reasonable attorney fees, arising from disputes under the awarded contract shall be paid by the Successful Proposer.

**15. VENUE**

The CCSO and the Contractor shall agree that the awarded contract shall be a Florida contract to be performed in Florida, and further that any litigation arising thereunder shall be brought and completed in Collier County, Florida and other pertinent Florida courts, and further that neither party shall seek to remove such litigation from Circuit Courts or Appellate Courts of the State of Florida by application of conflict of laws or any other removal process.

**16. ASSIGNMENT**

The Contractor in whole or part without the expressed hereunder shall transfer neither the awarded contract nor any of the Contractor's obligations written permission of CCSO.

**17. DISCLAIMER**

Due care and diligence has been exercised in the preparation of this Request for Proposal, and all information contained herein are believed to be substantially correct.

**18. SERVICES RENDERED PAYMENTS**

CCSO shall pay the awarded Contractor for the services during the term of the contract, in the amount of the proposal or other agreed upon sum, which shall be payable equal monthly payments paid in arrears.

**19. THIRD PARTY REIMBURSEMENT**

The Contractor will coordinate and manage third party or insurance reimbursement for Inmate Health Care Services. The Contractor will share all documentation received regarding third party claims quarterly with the Sheriff's Office. The Contractor will routinely pursue all insurance claims, and other means of subrogation, for medical treatment and services provided.

**20. PUBLIC INFORMATION**

Neither the Contractor nor the Sheriff shall publish any findings based on data obtained from the operation of the contract without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

**21. RESEARCH**

No medical research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without prior written consent of the Sheriff or his designee. The conditions under which research shall be conducted shall be agreed to by the Contractor and the Sheriff or his designee, and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the participation of an inmate as a subject.

**22. COMPLIANCE STANDARDS**

The Contractor will provide health care services that meet or exceed the National Commission on Correctional Health Care (NCCHC) standards and will maintain medical accreditation for each facility by the NCCHC. Failure to meet or maintain medical accreditation shall constitute a material breach for contract termination. The Contractor will provide services that comply with the Florida Model Jail Standards, Florida Administrative Code, County and Municipal Detention Facilities and Florida Corrections Accreditation Commission.



### **23. PREA COMPLIANCE**

The Collier County Sheriff's Office has a zero tolerance of sexual abuse or sexual harassment of inmates. CCSO adheres to the Prison Rape Elimination Act (PREA) of 2013. Per PREA standard 115.32, training will be provided by this agency for contracted employees and volunteers who may have contact with inmates. Per PREA standard 115.77, contractors or volunteers that engage in sexual abuse or harassment of inmates will be prohibited from continued contact with inmates. Violations will be reported to law enforcement and/or licensing bodies as applicable.

### **24. MANAGEMENT INFORMATION ACCESS**

The Sheriff shall have the complete and unlimited right to access any and all information maintained by Contractor that may be needed to insure compliance with the contract terms and conditions, and to monitor contractual compliance. The Contractor shall make available all records or data requested.

### **25. PERMITS AND LICENSES**

All permits and licenses required by Federal, State or local laws, rules and regulations necessary for the implementation of the work undertaken by the Contractor pursuant to the contract shall be secured and paid for by the Contractor. It is the responsibility of the Contractor to have and maintain the appropriate licenses and certificates valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for who a license or certificate is required.

## **PART F. ADJUSTMENTS/MODIFICATIONS/AMENDMENTS**

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1. Should the Collier County Sheriff's Office and the Successful Proposer mutually agree to a change in the scope of the program during the contract term, a mutually agreed to price adjustment shall be allowed.
2. Changes in contractual provisions of services to be furnished under the contract may be made only in writing and must be approved mutually by an agent of the Successful Proposer and the Sheriff's Office.
3. The Successful Proposer shall give full attention to the faithful execution of the contract, shall keep the contract under his control, and shall not by power of attorney or otherwise assign the contract to any other party without prior written approval of the Sheriff.
4. Should laws change requiring additional services or significant changes in costs, the Successful Proposer and the Collier County Sheriff's Office shall negotiate an equitable price adjustment.
5. During the term of the awarded contract, the Successful Proposer shall furnish all of the services specified in the Request for Proposal.
6. The Successful Proposer understands and agrees that the awarded contract is a requirements contract and the Collier County Sheriff's Office shall have no responsibility or obligation to the Successful Proposer in providing contractor's services.
7. All notices and requests by the Sheriff's Office or the Successful Proposer shall be in writing and shall be delivered by certified mail, return receipt requested, to the correct address of the parties to the contract. Either party may change its address by giving notice of the new address to the other party.





## **PART G. INVOICES**

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A. Contractor shall submit invoices for both jail facilities to the following address:

Collier County Sheriff's Office  
Attn: Finance Division / Accounts Payable  
3319 Tamiami Trail East  
Naples, Florida 34112

B. Invoicing must include the following for each jail facility:

- Purchase Order (PO) number
- Remittance address
- Breakdown of date of service detailing service(s) and/or product(s) provided with a brief description of each.

## **PART H. COMPENSATION**

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- A. Base Compensation for each 12-month period under the initial fixed-fee contract shall have monthly payments based on 1/12th of the annual contract cost.
- B. Contractor shall invoice CCSO no less than 15 calendar days' prior to the close of the previous month end.
- C. CCSO shall pay invoice net 30 calendar days' from invoice date for services rendered and/or products provided.
- D. All monthly adjustments (withholds, per diems) shall be invoiced or credited for the following month.

## **PART I. PROHIBITION OF GIFTS TO CCSO EMPLOYEES**

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- 1) No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any CCSO employee, as set forth in Chapter 112, Part III, Florida Statutes. Violation of this provision may result in one or more of the following consequences:
  - a) Prohibition by the individual, firm, and/or any employee of the firm from contact with CCSO staff for a specified period of time;
  - b) Prohibition by the individual and/or firm from doing business with the CCSO for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes;
  - c) Immediate termination of any contract held by the individual and/or firm for cause.

## **PART J. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**

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CCSO encourages and agrees that the Successful Proposer extend pricing and terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the Successful Proposer.



## **PART K. ATTACHMENTS**

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Proposer shall fill out the attachments and submit with the proposal.

1. References
2. Exceptions
3. Certificate of Insurance Questionnaire
4. Drug-Free Workplace
5. Unauthorized Alien Statement
6. Equal Rights Act Statement
7. Public Entity Crime Form
8. Addenda/Addendum
9. Price Proposal
10. Itemized Costs
11. Staffing Matrices
12. Salaries & Benefits

## REFERENCES

Proposer Name: \_\_\_\_\_

*Print Business Name*

1. A listing of three current accounts and a listing two terminated accounts within the last three years in facilities with inmate populations equal to or in excess of 750 inmates with NCCHC accreditation.

### CURRENT ACCOUNTS

ENTITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

ENTITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

ENTITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

### TERMINATED ACCOUNTS

ENTITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

ENTITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT PHONE NUMBER: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

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## EXCEPTIONS

Date: \_\_\_\_\_

Business Name: \_\_\_\_\_  
*Print Business Name*

By: \_\_\_\_\_  
*Company Official Printed Name & Title*

Note: Proposer shall list all "Exceptions" and must provide an alternative to all exceptions listed. Failure to note any exceptions will signify the Proposer's agreement to comply with the RFP/ITB/RFQ as written.

Check one that applies to this ITB/RFP/RFQ below:

Contractor has NO "Exceptions" to the ITB/RFP/RFQ and complies with the solicitation as written.

OR

Contractor has "Exceptions" to the ITB/RFP and they are listed below:

All exceptions must be clearly identified by section then subsection, if applicable.

## INSURANCE QUESTIONNAIRE

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Insurance certificate(s) shall be submitted by the Awarded Contractor to CCSO Purchasing Department prior to contract commencement date. CCSO shall be named the "ADDITIONAL INSURED" on the certificate(s).

### MANDATED COVERAGES

I affirm that \_\_\_\_\_ meets or exceeds the insurance requirements as stated above.  
PRINT – BUSINESS NAME

I understand insurance certificates shall be provided within five business prior to contract commencement. I certify our business meets or exceeds the coverage's that CCSO mandates.

Business Name: \_\_\_\_\_

Business Representative Name: \_\_\_\_\_ and \_\_\_\_\_  
Print Name Signature

#### 1. INSURANCE REQUIREMENTS

- A. Contractor shall provide insurance at its own expense in accordance with the laws of the State of Florida.
- B. Work shall not commence in connection with the contract until Contractor has obtained all the following insurances and it has been approved by the CCSO, nor shall the Contractor allow any sub-contractor to commence work on said contract until all similar insurance required of the sub-contractor has been so obtained and approved.
- C. Insurance policies shall be with insurers qualified and doing business in Florida.
- D. Each insurance certificate must contain the following statements as evidence of the required endorsements:
  - 1) Collier County Sheriff's Office is to be named as an "Additional Insured" on a primary, non-contributing basis on the General Liability, Automobile and Umbrella Policies.
  - 2) Waiver of Transfer of Rights of Recovery (or waiver of Subrogation) in favor of Collier County Sheriff's Office applies on all policies.
  - 3) General Liability General Aggregate is Per Project.
- E. The Contractor shall be responsible for and maintain property insurance coverage to cover tools and equipment whether owned operated, rented, or borrowed. The policy must be provided for a waiver of Subrogation in favor of Collier County Sheriff's Office.
- F. All policies shall be written by insurance companies licensed to do business in the state in which the work is to be performed and be acceptable to Collier County Sheriff's Office. All policies of insurance must be written with insurance companies with a Best's Rating of A- or better.
- G. ALL certificates of insurance shall contain substantially the following statement: "Should any of the below described policies be canceled before the expiration date thereof the issuing company will mail 30 days written notice to the Collier County Sheriff's Office."
- H. Contractor must provide certificates of insurance that list the following minimum insurance coverage's and they shall be in effect at the contract commencement and throughout the term.
  - 1) Statutory Workers Compensation, Employers Liability for Florida (not less than \$1,000,000) Broad Form All States Endorsement.

Required Endorsement: Waiver of subrogation in favor of CCSO

- 2) Commercial General Liability

- Limits:
- \$3,000,000 General Aggregate
  - \$1,000,000 Products and Complete Operations Aggregate
  - \$1,000,000 Person and Advertising Injury
  - \$1,000,000 Per Occurrence
  - \$50,000 Fire Damage (any one fire)
  - \$5,000 Medical Expense (any one person)

Required Endorsement: With respect to Collier County Sheriff's Office status as an additional insured to read: Collier County Sheriff's Office, the coverage afforded by this endorsement applies on a primary and non-contributing basis, or an exact equivalent.

\*Per Project Aggregate

- 3) Personal Liability: Medical Malpractice insurance coverage of all medical professional staff:
- \$1,000,000 limit per occurrence
  - \$3,000,000 aggregate annually
- 4) Automobile Liability: Including owned, non-owned, and hired automobiles.
- \$1,000,000 Combined Single Limit

Required Endorsements: Additional Insured – Collier County Sheriff's Office

\*Waiver of Transfer of Rights and Recovery, schedule to read Collier County Sheriff's Office

#### Other Insurance

- 5) Professional Liability:
- \$1,000,000 per occurrence
  - \$3,000,000 aggregate

**Note:** Claims made insurance shall have documentation by Proposer of intent to provide tail coverage through the statute of limitations for services provided under the contract with the Collier County Sheriff's Office.

- Extended Business Liability Endorsement
  - Products/Completed Operations (to be provided for minimum of 24 months after completion of work)
  - Broad Form Contractual Liability
  - Person Injury Liability
- I. It shall be the sole responsibility of the Successful Contractor to maintain current certificates of insurance and provide them to CCSO throughout the agreement term with CCSO.
- J. Successful Contractor shall be solely responsible for the payment of required insurance coverage's and the payment of any deductibles.
- K. Any cancellations, reduction in policy value or lapse of insurance coverage shall be a material breach of contract of the awarded contract.
- L. Contractor must abide by all Federal Regulations if applicable to this contract.

## Drug-Free Workplace

If the Proposer is an organization it must maintain a drug-free workplace policy or certificate and said document must include pre-employment and random drug screening of all employees. The Proposer shall certify at the time of submission of their proposal that such a program is in place and functioning. The Sheriff's Office reserves the right to periodically request, during the term of the contract, proof that the drug-free workplace is being conscientiously applied.

Date: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Organization Representative's Name: \_\_\_\_\_

Organization Representative's Title: \_\_\_\_\_

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Please select below the type of drug-free workplace that has been established by the organization.

### MUST ATTACH A CURRENT COPY OF THE SELECTED ITEM:

DRUG-FREE WORKPLACE CERTIFICATE

and/or

DRUG-FREE WORKPLACE POLICY

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# UNAUTHORIZED ALIEN STATEMENT

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Statement that the Contractor does not employ unauthorized aliens in accordance with section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a).

## Unauthorized Alien Statement

This statement certifies \_\_\_\_\_ does not employ  
**Print Company Name**  
unauthorized aliens in accordance with Section 274(e) of the Immigration and Nationality Act (8 U.S.C. 1324a).

Our company has employees of employment interest complete Form I-9, Employment Eligibility Verification supplied by the Department of Homeland Security, U.S. Citizenship and Immigration Services prior to employment.

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to an subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_  
*(Type of identification)*

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_  
*(Printed typed or stamped commissioned name of notary public)*

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## EQUAL RIGHTS ACT STATEMENT

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Date: \_\_\_\_\_

By signing the statement below, I affirm our organization is in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Proposer in its employment practices shall not discriminate on the basis of race, color, sex, religion, age, national origin or disability.

Organization's name: \_\_\_\_\_

Organization's representative name and title: \_\_\_\_\_

Organization's representative signature: \_\_\_\_\_

Our organization provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws.

Our organization complies with applicable state and local laws governing non-discrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Our organization expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of our organization's employees to perform their expected job duties is absolutely not tolerated.

PUBLIC ENTITY CRIME FORM

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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title signing form)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ If the entity has no

FEIN, include the Social Security Number of the Individual signing this sworn statement \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
    - a. A predecessor or successor of a person convicted of a public entity crime; or
    - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
    - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
    - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
-

**(Place an X below for the statement that applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
*(Company Official signature)*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_  
*(Type of identification)*

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_  
*(Printed typed or stamped commissioned name of notary public)*

\_\_\_\_\_

ADDENDA/ADDENDUM

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The following addenda/addendum was issued by Collier County Sheriff's Office for RFP/ITB# \_\_\_\_\_.

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

By signing below, I acknowledge I have reviewed the issued posted addenda/addendum from the Collier County Sheriff's Office website and it has been included in the proposal submission as requested in the RFP/ITB.

Date: \_\_\_\_\_

Company name: \_\_\_\_\_

Company official name: \_\_\_\_\_

Signature: \_\_\_\_\_

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**Collier County Sheriff's Office**

RFP #2015.002 - Inmate Health Care Services

**Price Proposal**

Proposer shall provide pricing based on average daily population (ADP) of **800** inmates for each of the catastrophic limit options for off-site treatment below (off-site is defined as outside treatment for inmate inpatient and outpatient charges and any services rendered outside the confines of the jail centers).

**CATASTROPHIC LIMITS: Options A., B., and C.**

<b>Price Options ADP = 800 Inmates (Off-site, outside facility treatment)</b>	<b>Annual Costs</b>	<b>Monthly Costs</b>	<b>Per Diem</b>
<b>Option A:</b> Base price with a \$50,000 per inmate			
<b>Option B:</b> Base price with a \$750,000 Annual Aggregate Cap			
<b>Option C:</b> Base price <u>NO</u> limits or caps			

**NOTE:**

Option B. At contract year end, Contractor will reimburse CCSO 100% of any amount left remaining of the \$750,000.

**Annual Price**

Prices quoted shall prevail for on-year period from the contract effective date. Prices shall be determined for each additional year based upon the change in the Consumers Price Index (CPI-U) Medical Component for Urban Consumers in the Southern region of the United States up to a maximum of 5% annually.



## Project Cost Itemized

Option A  
\$50,000  
Per Inmate

Option B  
\$750,000  
Annual Aggregate Cap

Option C  
NO Limit or Cap

### Contract Year 1 Total Cost

	Option A \$50,000 Per Inmate	Option B \$750,000 Annual Aggregate Cap	Option C <u>NO</u> Limit or Cap
<b>Contract Year 1 Total Cost</b>	\$ _____	\$ _____	\$ _____
Employee Salaries	\$ _____	\$ _____	\$ _____
Employee Benefits	\$ _____	\$ _____	\$ _____
Contract Fees (Include X-ray & Lab)	\$ _____	\$ _____	\$ _____
Medical Expenses (off-site, outside care)	\$ _____	\$ _____	\$ _____
Pharmaceuticals	\$ _____	\$ _____	\$ _____
Malpractice Insurance	\$ _____	\$ _____	\$ _____
Performance Bond	\$ _____	\$ _____	\$ _____
Administrative Costs (include Corporate overhead)	\$ _____	\$ _____	\$ _____
Federal, State, and Local Taxes plus Licenses	\$ _____	\$ _____	\$ _____



**Collier County Sheriff's Office**

**STAFFING**

**RFP #2015.002 - Inmate Health Care Services**

The following staffing matrices below reflect the Proposer's staffing for Collier Count Sheriff's Office

<b>NAPLES JAIL CENTER (NJC)</b>									
POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	HRS/WK	FTE
DAY SHIFT									
TOTAL HOURS / FTE DAYS									
EVENING SHIFT									
POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	HRS/WK	FTE
TOTAL HOURS/FTE-EVENING									
TOTAL HOURS/FTE PER WEEK									
<b>NAPLES JAIL CENTER (NJC) TOTAL HOURS</b>									

<b>IMMOKALEE JAIL CENTER (IJC)</b>									
POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	HRS/WK	FTE
DAY SHIFT									
EVENING SHIFT									
POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	HRS/WK	FTE
TOTAL HOURS/FTE-EVENING									
TOTAL HOURS/FTE PER WEEK									
<b>IMMOKALEE JAIL CENTER (IJC) TOTAL HOURS</b>									
<b>NJC &amp; IJC TOTAL HOURS</b>									

