

Collier County Sheriff's Office

Procurement Bureau

Website: <a href="http://www.colliersheriff.org">www.colliersheriff.org</a>

# RFP #22.002 INMATE HEALTHCARE

Release Date: April 4, 2022

CONTACT: EVELYN COLON, CPPB, PROCUREMENT MANAGER

Chat Feature within Bonfire is the only acceptable means of communication. See: <a href="https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities">https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities</a>

PROPOSAL DUE DATE, TIME AND DELIVERY LOCATION:

• JUNE 15, 2022 by 4:00:00 PM EST https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities

Event	Time	Date
RFP Released	N/A	April 8, 2022
Mandatory Bidder's Conference & Site Visit	10:00:00 AM EST	May 10, 2022
Bidder's Questions Deadline	4:00:00 PM EST	May 17, 2022
Questions Answered via Bonfire	4:00:00 PM EST	May 24, 2022
Proposal Due/Bid Opening	4:00:00 PM EST	June 15, 2022
Evaluations Begin	N/A	June 16, 2022
Selection of Finalists	TBD	June 30, 2022
Presentations from Finalists	TBD	TBD
Contract Award Announcement	N/A	TBD
Contract Negotiations	TBD	TBD
Contract Start	N/A	October 1, 2022

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#### A. INTENT

The Collier County Sheriff's Office (CCSO), Corrections Department, is soliciting proposals from qualified companies for the provision of comprehensive inmate healthcare services. The contract shall include but not limited to medical, mental health, pharmaceutical, dental, and work with Subcontractor, David Lawrence Mental Health Center for alcohol and substance abuse counseling.

Healthcare service requirements shall refer to all activities and functions that are essential and mandatory to deliver all components listed within the request for proposal, while maintaining compliance with state statutes and National and local correctional accreditation requirements.

Proposal shall include an electronic health record (EHR) with an implementation plan that will meet the needs of CCSO's inmate healthcare services.

#### **B. RFP SCHEDULE OF EVENTS**

The table on the cover page lists the activities relevant to this solicitation process. CCSO reserves the right to change the dates and it is the responsibility of the Proposers to check the websites below periodically to review the RFP schedule for changes. If changes do occur, addenda/addendum shall be posted to the website.

Note: Schedule changes and/or amendments for this solicitation will be issued addenda/addendum and shall be posted to our website at: www.colliersheriff.org , the "How do I" tab or at the link: http://www.colliersheriff.org/how-do-i-/purchasing-doing-business-withccso as well as this link: https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities

#### C. CONTACT INFORMATION

Please use the chat feature within the Bonfire software located at: https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities

#### All correspondence shall be directed to the CCSO Procurement Bureau:

Evelyn Colon, CPPB, Procurement Manager: Please use the chat feature within the Bonfire website: https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities

**NOTE:** Proposers shall **not** communicate with any members of the CCSO during the solicitation process unless authorized by the Procurement Bureau. Proposers who fail to communicate through the Procurement Bureau and solicit or lobby information during this RFP process either directly or indirectly to CCSO members or other sources may result in proposal rejection and disqualification.

#### **D. RFP QUESTIONS**

All questions for this solicitation must be submitted to:

<u>https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities</u>. Telephoned, faxed, or emailed 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.

#### E. MANDATORY BIDDERS CONFERENCE

Proposers must attend the mandatory site visit and pre-proposal conference in order to submit a proposal. The conference shall begin promptly at the Naples Jail Center. Naples Jail is located at 3347 Tamiami Trail East Naples Florida 34112. A tour of both the Naples and Immokalee facilities will follow. The Immokalee facility is approximately 45 minute drive from the Naples facility.

#### F. PROPOSAL SUBMISSION

1. Proposals shall be submitted to:

<u>https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities</u>. Proposals received after the deadline shall **not** be considered. Proposers shall be solely responsible for the timely delivery of their proposal.

2. It shall be the sole responsibility of the Proposer that their proposal submission is received by CCSO in Bonfire on or before the stated time and date above. The CCSO is not responsible for delays caused by any occurrence.

3. Proposal(s) received at Bonfire are issued a confirmation that has date and time stamp.

4. Proposal(s) received after the deadline shall not be considered.

#### G. BID OPENING

The electronic Bid Opening shall be at the Collier County Sheriff's Office, Procurement Bureau, located at 2885 County Barn Road, Naples, FL 34112 to reveal the Proposers whom submitted proposals by the advertised deadline. The proposals will be evaluated by an independent review and scoring. In the abundance of caution, if attending the Bid Opening, please be sure to bring a mask.

#### H. PROPOSAL SUBMISSION FORMAT

Any Proposer failing to respond in the following manner may be declared non- responsive: Proposer shall register as a Vendor at the following link:

<u>https://colliersheriff.bonfirehub.com/portal/?tab=login</u> proposal, computer generated, in English, clearly responding to all specifications, requirements, criteria and questions outlined in the RFP and detail any exception from this request at the following bid website:

<u>https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities.</u> Proposers must submit proposals electronically via <u>https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities</u> in the following format. 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.

#### **Transmittal Letter**

Names, points of contact, titles, telephone numbers and email addresses for the Proposer.

A typed name with an original electronic signature on the title of the person who has full level of authority and is authorized to commit the organization to the proposal. Proposal submitted shall state this is an irrevocable offer by the proposer for 120 business days from the date of submission.

#### Qualifications and Experience

Proposer shall submit a fully responsive proposal and meet the qualifications listed below. 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 adequate organization, policies and protocols, equipment, and personnel.

#### Qualification

- Proposer shall submit professional qualification resumes for all management level individuals that will be assigned to the jail that shall be accessible and provide project leadership.
- The Proposer shall elaborate on the administrative corporate support for their onsite personnel. Include frequency of scheduled visits to the jail, and support/coverage provided to the site when a key position is vacant.

#### Experience

- Shall include the organization's relevant project experience and background information, organizational chart, capabilities, and other pertinent supporting data.
- 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.
- The Proposer shall 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.

#### **Financial Statements**

• 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), 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.

#### Bonds

- 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 penalty.
- The amount of the bid security shall be Fifty Thousand Dollars (\$50,000). Security shall either issue a certified check, cashier's check, treasurer's check, bank draft, or proposal bond issued 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.
- PERFORMANCE BOND
  - Contractor shall submit, not less than15 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.
  - 5.2.2 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 to renew the bond for each additional renewal term.
- 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.

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.

#### Licenses/Accreditation

Proposers shall submit a brief explanation with their proposal submission that the organization meets all licensing requirements to operate a business in Florida and in Collier County, Florida. 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 before contract commencement on October 1, 2022.

#### **EXECUTIVE SUMMARY**

Proposer shall provide a summary of their overview of the RFP scope of service the provision of healthcare services and explain how they propose program shall meet the requirements provided within the RFP. Any additional medical and office equipment proposer feels is required shall be included in the summary along with the cost and justification for the equipment.

#### SPECIFICATIONS (SCOPE OF WORK)

Proposer shall include the relevant project experience and background to include capabilities and other pertinent supporting data including professional qualification resumes of the key employees that will be assigned to the CCSO and a company organizational chart.

A listing of all current accounts and a listing of terminated accounts for the last three years in facilities with inmate population equal to, or in excess of 750 inmates with National Commission on Correctional Health Care (NCCHC) accreditation, include facility name, address, contact name, phone number and email address.

#### EXCEPTIONS TO SPECIFICATIONS

Proposers taking exception to any part or section of this solicitation shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS". A full explanation to an alternative must be provided outlining the benefit over the listed specification(s). Failure to indicate any exceptions shall be interpreted as the Proposer's intention that they fully comply with the specifications as written. CCSO reserves the right whether to accept the exception.

#### PERFORMANCE CAPABILITY

Proposing organization shall include, but not be limited to:

- Organizational Structure
- A brief company history with the number of years in business, which includes the date the company was organized specifically for the purpose of providing Comprehensive Banking Services
- Documentation to prove past performance.

#### COST PROPOSAL

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

Annual Aggregate Cap: Off-site services (outside the jail). A maximum "Annual Aggregate Cap" for off- site medical services of eight hundred fifty thousand dollars (\$850,000). Proposer shall provide pricing based on inmate population of 800. Definition of off-site (outside) facility treatment is: inmate inpatient or outpatient health care charges, inclusive of ambulance, emergency room, hospitalization both inpatient and out-patient services, and all specialty physician and diagnostic services rendered off-site (outside) of CCSO jail facilities. It also includes specialty services that typically occurr out of the facility but with advances can now occur on site such as: dialysis, ultrasound, PT/OT, hospice, ophthalmology, to include HIV medication, viral load testing, CD 4's and genotyping for HIV Positive patients. Prior to booking utilization management and costs are the responsibility of the Proposer and are included in the offsite care stated within.

Psychotropic Medication Aggregate Cap: CCSO will provide an aggregate cap up to \$45k for psychotropic medication for inmates with mental health needs. Vendor pays up to \$45,000 per contract year, and CCSO pays for medication costs above the \$45k per contract year. At contract year-end, Contractor shall reimburse CCSO 100% of any amount remaining in both the eight hundred fifty thousand dollar (\$850,000) off-site aggregate cap and the forty-five thousand dollar (\$45,000) cap for psychotropic medication.

- Inmate Per Diem: Proposer shall quote a "per diem" rate to be charged for the daily number of inmates over the inmate population of 800 inmates.
  - Should the population exceed 900 based on the average daily population calculated on a monthly basis, Contractor would charge the per diem for each inmate in excess of 900.
  - 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. All Federal and ICE 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 (10) Federal and ICE detainees will be housed in the jail centers at any one time.
  - Any other escalation or de-escalation of ADP will be negotiated and agreed upon in writing by both parties.

- 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.
- Contract Renewals: Beyond the initial term, Renewals shall be exercised if it is in the best interest of the CCSO and the citizens of Collier County.

#### **REFERENCES** (Current and Terminated Accounts)

- 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, address, ADP, and contact details.
- 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, address, ADP, and contact details, contract dates.

#### Certificate of Insurance

Include certificate of insurance coverage required or provide a document affirming that all coverage and policies 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".

#### Drug Free Workplace Policy or Certificate

Proposer shall provide proof they are a drug-free workplace and policy shall include random drug screening of the employees. CCSO reserves the right to periodically request proof that its drug free workplace policy is being applied by the proposer. CCSO also reserves the right to request drug testing on specific employees at any time

#### Unauthorized Alien

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

#### Equal Rights Act Statement

Certifying that the Proposer 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.

#### Public Entity Crime Form

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

#### Addendum (if applicable)

1. Any changes to the schedule of events or the solicitation shall be posted to the CCSO website and at <u>https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities</u> in an Addenda/Addendum. It shall be the Proposer's responsibility to check the CCSO website periodically and prior to proposal submission.

2. Any addenda/addendum posted to the website must be printed, acknowledged and included in the Proposer's proposal placed at the following link: <u>https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities</u> along with the Vendor's proposal.

### **EVALUATION**

1. Proposal will be publicly opened. The bid results will not be revealed at the bid opening, only the Proposer's organization that submitted a proposal will be revealed.

2. Proposals that do not comply with the RFP submission format and/or the qualifications may be rejected without further evaluation.

3. All proposal(s) and presentations, if deemed necessary, 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.

4. CCSO reserves the right to negotiate further terms and conditions, to include price, with the highest scored proposer at the end of the evaluation process. If CCSO is unable to reach an agreement with the first selected proposer, CCSO reserves the right to enter into negotiations with the next highest scored proposer and continue the process until an agreement is reached.

5. Proposers will present their best offer to provide the services outlined in the scope of work. CCSO reverse the right to request additional information for clarification purpose only.

6. At no time shall the scoring 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 Procurement Bureau or attendance at a Protest Hearing should a protest be lodged by one or more unsuccessful Proposers.

7. Proposal evaluations and the contract award announcement are based on the following criteria and scoring weight.

#### **Evaluation Point Assessment**

DESCRIPTION	WEIGHT
Qualification & Experience	25.00%
Executive Summary	10.00%
SPECIFICATIONS (Scope of Work (SOW))	25.00%
Performance Capability	15.00%
Cost Proposal	15.00%
References	10.00%

#### Tie Proposals

1. Contract award for proposals received that have the same exact costs, quality, and service will be awarded to a locally-based responsible Proposer whose proposal is responsive.

2. If there is a tie proposal amongst local Proposers, the Central Services Division Director or their designee will consult with the Administration Chiefs to determine which bid will be awarded based upon the best interests of the CCSO.

#### Local Proposer

1. Local Proposer is defined as business offices that are located in Southwest Florida Counties: 1. Collier, 2. Lee, 3. Hendry, 4. Charlotte, 5. Glades.

2. Proposer must provide a business tax receipt as a proof of approval from the county that a nominal fee has been paid to start a business.

### **PROPOSER DISQUALIFICATIONS**

The following may be considered as sufficient cause for the disqualification of a Proposer and the rejection of proposal.

- 1. Evidence that the Proposer has a financial interest in the firm of another Proposer for the provision of the same services.
- 2. Default under a previous contract for the provision of services and/or products to the Collier County Sheriff's Office.
- 3. 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.
- 4. Proposer has been debarred or suspended from participation in the State of Florida term contract program or SPURS system.
- 5. Proposer is found to employ unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationality Act (8U.S.C.1324a).

- 6. Evidence that the Proposer discriminates in its employment practices in violation of TitleVII 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.
- 7. Failure of the Proposer to respond in the format outlined in this request, may disqualify them from the evaluation process and deem the proposal non-responsive.
- 8. Convicted Vendors A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
  - 8.1 Submitting a bid on a contract to provide any goods or services to a public entity.
  - 8.2 Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work.
  - 8.3 Submitting bids on leases of real property to a public entity.
  - 8.4 Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.
  - 8.5 Transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in Section 287.017 of the Florida Statutes.

# CONTRACT AWARD

1. 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.

2. The award shall be made to the Proposer who is both responsive and responsible and whose proposal demonstrates the best capability to fulfill the requirements as specified in this solicitation. The selection process may require additional information. The Sheriff's decision is final.

3. 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 solicitation.

4. 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 solicitation, shall be at the sole discretion of the Sheriff.

5. 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."

6. 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.

7. Proposers shall provide any and all statements in their sealed proposals that they desire to be included in a final contract. 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.

8. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 252-0630, <u>RECORDS@COLLIERSHERIFF.ORG</u>, OR COLLIER COUNTY SHERIFF'S OFFICE, CENTRAL RECORDS BUREAU, 3319 TAMIAMI TRAIL EAST, NAPLES, FL 34112.

### CONTRACT TERM

1. The initial contract shall be a four-year period, which shall commence on October 1, 2022 at 00.01 hours; EST and it shall terminate on September 30, 2026 at 24:00 hours, EST.

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, 2022 – September 30, 2026; 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.

# CONTRACT TERMINATION

1. Unless otherwise mutually agreed by both parties, the awarded contract shall be terminated on September 30, 2026 at 24:00 hours, EST. Renewal options may be offered for two (2) additional one (1) year terms upon mutual agreement.

2. Termination for Cause: The CCSO 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 CCSO 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 CCSO shall issue an order to stop work immediately.

b. The CCSO 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 Successful Proposer.

5. Suspension of Work. The CCSO may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of CCSO to do so. The CCSO shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the CCSO shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

6. Termination for Convenience. The CCSO, by written notice to the Contractor, may terminate the Contract in whole or in part when the CCSO determines in its sole discretion that it is in CCSO's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

7. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond

the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the CCSO in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the CCSO. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the CCSO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the CCSO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to CCSO, in which case the CCSO may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

8. Antitrust Assignment. The Contractor and CCSO recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the CCSO. Therefore, the contractor hereby assigns to the CCSO any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

9. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

10. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

### NOTICES

Notices shall be addressed to:

Collier County Sheriff's Office Attn: Sheriff Kevin Rambosk 3319 Tamiami Trail East Naples, FL 34112

With Copies sent to: Collier County Sheriff's Office Attn: Chief Mark Middlebrook 3347 Tamiami Trail East Naples, FL 34112

Collier County Sheriff's Office Attn: Evelyn Colon, CPPB, Procurement Manager 2885 County Barn Rd Naples, FL 34112

### **COMPENSATION / INVOICES**

1. CCSO shall pay invoice net 30 calendar days from invoice date for services rendered and/or products provided.

2. All monthly adjustments (withholds, per diems) shall be invoiced or credited for the following month.

3. Invoices must be emailed to accountspayable@colliersheriff.org

# PROTEST

1. Protest of an award must be filed three (3) business days from the date of the award announcement notification by 5:00.00 P.M. EST. Protest shall be filed with the Collier County Sheriff's Office, Central Services Division Director, Sean Williams.

- 1.1 Name, address, and telephone number of protestor
- 1.2 Solicitation number of RFP
- 1.3 A detailed statement enumerating sections of the proposal and/or the evaluation process that the protestor considers being flawed or unfair.
- 1.4 Protestor or its representative's original ink signature

2. Protest review and action shall be considered final with no further formalities being considered.

3. Proposer's failure to follow the bid protest guidelines and timeline of three (3) business days shall constitute a waiver of the Proposer's right to protest and any resultant claim.

4. 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. If any proprietary, confidential, or trademarked information is included within the proposal, it is the responsibility of the Proposer to clearly indicate those specific items as "CONFIDENTIAL".

### **TERMS AND CONDITIONS**

#### INSURANCE

1. Contractor shall provide insurance at its own expense in accordance with the laws of the State of Florida.

2. Work shall not commence in connection with the contract until Contractor has obtained all the applicable 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.

3. Insurance policies shall be with qualified insurers, and doing business in Florida.

4. Each insurance certificate must contain the following statements as evidence of the required endorsements:

4.1 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.

4.2 Waiver of Transfer of Rights of Recovery (or waiver of Subrogation) in favor of Collier Count Sheriff's Office applies on all policies.

4.3 General Liability General Aggregate is Per Project.

5. The Contractor shall be responsible for insurance coverage to cover all 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.

6. 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. 7. 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."

8. 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.

- 8.1 Statutory Workers Compensation, Employers Liability for Florida (not less than \$1,000,000) Broad Form All States Endorsement.
- 8.2 Required Endorsement: Waiver of subrogation in favor of CCSO
- 8.3 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.

#### 9. PER PROJECT AGGREGATE

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

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

Note: Required Endorsements: Additional Insured – Collier County Sheriff's Office. Waiver of Transfer of Rights and Recovery, schedule to read Collier County Sheriff's Office

10. Automobile Liability Insurance – Minimum combined single limits of:

• \$500,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

#### 11. OTHER INSURANCE

10.1 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

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.

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

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

#### 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.

1.1 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. 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 as a result of or relating to the successful Proposer as a result of or relating to 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.

1.2 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.

1.3 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.

1.4 The Successful Proposer shall indemnify, defend, and hold harmless the CCSO and its members/employees against any cost, damage or expense which may be incurred or caused by any error in the Proposer's preparation of its bid.

#### 2. 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, record keeping, providing personal protective equipment, lockout procedures, material safety data sheets and labeling as required by the Right to Know Standards, 29 CFR 1910.1200.

#### 3. 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.

#### 4. 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.

#### 5. 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.

#### 6. 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.

#### 7. 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.

#### 8. 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 NCCHC medical accreditation shall constitute a material breach for contract termination, and carry a penalty of fifty thousand dollars, (\$50,000) if accreditation status is lost, at any point in the contract term, due to the fault of the vendor. 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.

#### 9. PREA COMPLIANCE

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.

#### **10. 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.

11. 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.

11.1 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.

#### 11. 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.

#### 12. CONTINGENT FEES WARRANTY

The successful Proposer shall agree to warrant that no person or 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 maintained by the contractor for the purpose of securing business.

#### 13. HIPAA COMPLIANCE

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

#### 14. 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.

14.1 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.

14.2 CCSO means the Collier County Sheriff's Office, its correctional facilities, its divisions, substations, agencies, officials, officers and employees.

14.3 Proposer means vendor, and its officers, agents, representatives, and employees.

14.4 Successful Proposer/Contractor/Awarded Contractor means vendor awarded the contract.

15. Confidentiality of Information: The Successful Proposer shall agree that all CCSO files, records and electronic communications pertaining to the Successful Proposer's obligations under the awarded contract, are the exclusive property of CCSO and all information contained therein is confidential and is not to be discussed, copied, published or disseminated to any individual or organization outside of CCSO without the written approval of CCSO.

16. Disclaimer: Due care and diligence has been exercised in the preparation of this REQUEST FOR PROPOSAL, and all information contained herein is believed to be substantially correct. Neither the CCSO nor its representatives shall be responsible for any error or omission in this request, nor for the failure on the part of the proposer to determine the full extent of the exposure.

17. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

18. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the CCSO places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the CCSO of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

19. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the CCSO shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a CCSO rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the CCSO for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

20. Taxes. CCSO does not pay Federal excise or sales taxes on direct purchases of tangible personal property. CCSO will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the CCSO in the special contract conditions section of the solicitation or in the Contract or purchase order.

21. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless CCSO, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of CCSO.

Further, the Contractor shall fully indemnify, defend, and hold harmless CCSO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the CCSO's misuse or modification of Contractor's products or the CCSO's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the CCSO the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the CCSO the right to continue using the product, the product and refund the CCSO the amounts paid in excess of a reasonable rental for past use. The CCSO shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CCSO giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

The Contractor shall not be liable for any cost, expense, or compromise incurred or made by CCSO in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

22. Liquidated Damages: The Successful Proposer shall agree to liquidate damage recovery in the event of failure to perform in accordance with the awarded contract resulting from this request. Should the Successful Proposer default and fail to cure said default within fifteen (15) calendar days, CCSO may procure the necessary supplies through external sources and hold the Successful Proposer financially responsible for any excess costs incurred. The variance between the bid price of the product and actual price paid for each circumstance shall be deducted from the funds owed to the Successful Proposer. Recurrence of failure to perform shall result in the cancellation of the awarded contract and removal of the Successful Proposer from the qualified proposer's list for a period of three (3) years.

# ADJUSTMENTS/MODIFICATIONS/AMENDMENTS

1. Should the CCSO 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 CCSO.

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 CCSO 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 CCSO shall have no responsibility or obligation to the Successful Proposer in providing contractor's services.

7. All notices and requests by the CCSO 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.

8. Should the work outlined in the awarded contract become delayed or abandoned by the Successful Proposer, or if at any time the CCSO shall be of the opinion that the work outlined in the awarded contract has become delayed or abandoned, CCSO shall provide written notification to the Successful Proposer of their intent to annul the awarded contract, or any part thereof, should the Successful Proposer fail to resolve the matter within thirty (30) days of the official written notice.

# PROHIBITION OF GIFTS TO CCSO EMPLOYEES

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:

1.1 Prohibition by the individual, firm, and/or any employee of the firm from contact with CCSO staff for a specified period of time.

1.2 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 proposals, RFP, and/or quotes;

1.3 Immediate termination of any contract held by the individual and/or firm for cause.

# OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

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.

# SCOPE OF WORK

1. 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 care, custody, and control of CCSO inclusive of Marchman and Baker Act detainees and those on work release, weekender programs.

2. Contractor shall provide the initial intake evaluation, sick call, infirmary care, pharmacy services, dental care, chronic health care problems, mental health care, substance abuse counseling, emergency medical treatment, and prior to booking clinical case management, and health care treatment in facilities off-site from CCSO. Health care services, including claims adjudication shall be extended to any individual in actual physical custody of the CCSO, including those under guard at off-site hospitals.

3. 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), Prison Rape Elimination Act (PREA), State of FL Pharmaceutical Regulations, and National

Commission on Correctional Health Care (NCCHC) standards in the delivery of inmate health care services.

4. 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

The Collier County Sheriff's Office (CCSO), Corrections Department, has two correctional facilities that are located in Naples and Immokalee, Florida. Intake and booking occurs at both facilities. Males and females are booked at both facilities. The Naples Jail Center houses males and females and the Immokalee Jail Center currently houses only male inmates.

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	11	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 MHU	26
6B	52		
TOTAL BED COUNT FOR ALL HOUSING UNITS: 1237			

IMMOKALEE JAIL CENTER (IJC)		
Housing Units	Bed Count	
А	64	

В	64
С	64
TOTALS	192

The following statistical data provides an overview of inmates housed at each facility from fiscal year (FY) 2021 October 2020 through September 2021.

Naples Jail Center (NJC) FY 2021 located at 3347 Tamiami Trail East, Naples, Florida 34112

- Individuals booked at NJC were 5,873
- 5939 inmates released from custody.
- NJC Average Daily Population (ADP) was 567.
- Medical Housing Unit bed capacity: 26.
- Authorized bed capacity 1108.

Immokalee Jail Center (IJC) FY2021 located at 302 Stockade Road, Immokalee,

Florida 34142

The Immokalee facility is a smaller facility located in the NE corner of Collier County. Immokalee Jail Center is 41 miles, about a 50 minute ride, from the Naples facility. The site houses only detainees with minor crimes and low medical acuity. It operates as a booking center for arrestees, and Marchman Act detainees. Any offenders with security concerns are transferred to NJC. A nurse is on site 24/7 to provide intakes, medication, complete transfers and provide emergency care. Any inmates with medical issues are transported to the NJC for housing. All intake screening is completed in Immokalee and are entered in CorEMR the current Vendor's electronic health record. Inmates are transported to the Naples Jail Center for any medical related issues including their initial health assessment, dental, chronic care appointments.

- Individuals booked at IJC were 606.
- 676 inmates released from custody.
- IJC ADP was 56
- IJC Medical Housing Unit bed capacity 0.
- IJC authorized bed capacity 192.

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. The 2020 ADP was left out of the equation in projecting future ADP as not to skew the number.

	ACTUAL	
Year	Total Booked	ADP

2017 2018 2019 2020 2021	9,223 10,175 9,684 6,564 6,479	757 842 789 628 622
	PROJECTED	
Year	Total Booked	ADP
2022	9,075	836
2023 2024	8,849 8,622	845 854

#### MEDICAL STAFFING REQUIREMENTS

Proposer shall have sole responsibility for medical staffing that is required to maintain the present housing units of the Collier County Sheriff's Office (CCSO) jail facilities providing all inmate medical, mental health, and dental services, 24 hours a day, 7 days a week, 365 days a year at each facility. The Collier County Sheriff's Office may prohibit entry to any secure facility, or remove a contract employee who does not perform his/her duties in a professional manner or who violates the Jail's security rules and procedures. The Collier County Sheriff's Office also reserves the right to search any person, property, or article entering or leaving its facilities.

# Proposer is to respond with pricing utilizing a STAFFING MATRIX for an ADP of 800 inmates per proposal requirements.

#### ADMINISTRATIVE REQUIREMENTS

- A. Proposer shall provide a well-defined staffing plan for both Collier County jail facilities, the number of staff, discipline and profession, with attached job descriptions, and post requirements.
- **B**. 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.
- **C**. Proposed staffing will be in accordance with positions required to meet the standards for NCCHC, FCAC, FMJS, and PREA and fulfill all necessary inmate health care operations. Final staffing will be as mutually agreed upon by written contract between the Proposer and the Collier County Sheriff's Office
- D. Copies of clearly defined written agreements or understanding establishing rates for twenty-four (24) hour service with hospitals

(Naples Community Hospital is the closest hospital to NJC), physicians, ambulance companies, and others involved in providing care to inmates will be provided to the Collier County Sheriff's Office Jail Center. All sub-contracts are subject to the approval of the Collier County Sheriff's Office.

- **E**. Well defined operational policies and procedures to include, at a minimum, those require by the NCCHC standards, FMJS, FCAC and PREA standards and in concert with the Collier County Sheriff's Office Jail Centers' policies and procedures necessary to specify the role of medical services in a jail setting and to provide a liaison between the medical and Jail staff.
- F. Documentation of healthcare staff roles in Jail disaster plans. The contract provider for medical services shall, in times of emergency or threat thereof, whether accidental, natural, or caused by man, provide medical assistance to the Collier County Sheriff's Office Jail Centers to the extent or degree required by the Collier County Sheriff's Office Jail Centers' policies and procedures.
- **G.** Histories and Physicals, within 14 days of admission; (subject to \$150 per day penalty for deficiencies beyond fourteen days, for each day of deficiency found during the audit.
- **H.** Intake screening at all times on all inmates within five (5) hours from time of booking/admission (subject to \$200 penalty beyond five (5) hours.

#### PERSONNEL REQUIREMENTS

The current staffing matrix covers both facilities, IJC and NJC, and is inclusive of staffing for CCSO's community outreach with Criminal Justice Mental Health Substance Abuse (CJMHSA) grant (Medication Assisted Treatment (MAT)) and Juveniles at Risk Comprehensive Action Program (JARCAP) (included in current staffing matrix). It also includes CCSO's **Project Recovery** that is a subcontracted program with the David Lawrence Center (Included in current staffing matrix).

- A. Physician: A designated facility physician licensed in the State of Florida shall act as the Site Medical Director and perform medical services for on-site care. The physician must have a valid license on file with the Florida State Medical Board. Physician services must assure follow-up within twenty-four (24) hours of post nursing triage referral (including weekends and holidays). In addition, twenty-four (24) hour physician on-call services.
- **B.** Health Services Administrator: A registered Nurse with the authority to oversee the administrative requirements of health services operational program, such as recruitment, staffing, datagathering and review, financial monitoring, monthly reports of contract services activity as required by

the Collier County Sheriff's Office Jail Center, contracts, electronic medical record keeping, and other management and clinical services.

- C. Dentist: Provider must be licensed in the state of Florida and be available to provide for emergency and medically required dental care for inmates at jail facilities. The Jail will provide some dental equipment. The successful Proposer will provide the dental services, associated dental material and supplies, and other associated equipment necessary to provide the dental services.
- D. Mental Health: There are currently two full time Licensed Mental Health Clinicians working at the NJC facility to provide routine and emergency care per NCCHC standards. Both provide 1:1 client counseling, one of them is also the MH Director (MHD). The director's oversight includes the Reintegration Specialists, and the Delinquency Prevention Specialist, community outreach and coordination with David Lawrence Center.
- E. CRIMINAL JUSTICE MENTAL HEALTH SUBSTANCE ABUSE (CJMHSA) Grant: The proposer's staffing matrix will include two (2), full time (40 hours per week each), Reintegration Specialists. Responsibilities are predominately administrative and clerical and pertain to discharge planning functions that include but shall be but not limited to:
  - 1. Communicates with the CJMHSA grant (MAT) grant staff.
  - 2. Collects and tracks data required for discharge planning.

3. Serves as a resource person for released inmates and schedules follow up referrals as needed. Communicates with community agencies on behalf of the inmates.

4. Develops discharge plans with inmates to assist the inmates in continuing on medication(s) and adhering to medical appointments.5. Provides mental health referrals as needed.

6. Provides support, education, and encouragement for the mentally ill and medically challenged inmates in the program.

7. Attends both on-site and off-site community-based meetings with Mental Health Director.

8. Participates and manages all Discharge Planning Activities.

F. Juveniles at Risk Comprehensive Action Program (JARCAP): Requires one (1) full time (40 hours a week) Delinquency Prevention Specialist (DPS) a licensed mental health counselor who works with *JARCAP* is critical in leading the collaborative, community- based interagency team to reach goals established for the youth and their families. Individualized case plans are formulated and

followed up on to ensure the recommended services are being received. This position reports to the vendor's Mental Health Director. Prevention services coordinated through the DPS, Deputy, and community service providers include, but not 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
- G. Project Recovery: The Collier County Jail's Project Recovery Program is a subcontract between the current medical provider and a Naples Community Partner The David Lawrence Center. Project Recovery is a 90 day, in-house (NJC) court ordered and voluntary, comprehensive, substance abuse treatment and evaluation program, that includes support services necessary for the realignment of court adjudication and detention processes. The program is provided for males and females, at the Naples Jail Center. Project Recovery is a FL State licensed drug and alcohol rehabilitation program. The current program requires four (4) Full Time Equivalents (FTE) consisting of: Three (3.0 FTE's) State of Florida Certified Addiction or Associate Addiction Professional Counselors providing "primary counselor" clinical services ensuring the program meets standards for licensure by DCF as a substance abuse intervention program. This is a current subcontract of the vendor and shall remain a subcontract of the successful vendor. 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 psycho educational 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 psycho educational modules for program participants in the following:

Addiction education to include HIV/AID Relapse prevention techniques Disease concept of addiction Twelve Step Program self-help Problem resolution Anger control Stress management Assertiveness Interpersonal communication

#### PERSONNEL ADMINISTRATIVE REQUIREMENTS

- **A.** Contractor shall be required to provide a monthly staffing compliance report showing all contract positions relative to each staffing matrix due to Jail Administration no later than 15 days following each monthly period.
- **B.** Contractor shall be responsible for ensuring that each position identified in the awarded contract is filled by a properly credentialed and qualified individual. Contractor shall provide a monthly report to Jail Administration listing the number of hours scheduled, based on the staffing levels approved in the contract for each position, and the actual number of hours provided. In each instance where the actual number of hours provided is less than those in the contract, the Contractor shall reimburse CCSO for the appropriate fully burdened hourly wage (to include salary, fringe benefits, etc.) for each position shortage.
- C. In the event of an opening of one or more of the Proposer's key staff positions, (Medical Director, 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.
- D. <u>Note</u>: 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 salary rate penalty will be the salary rate of the prior individual who held the position.

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. Temporary, and agency hours monthly cannot exceed 30% of total worked FTE hours. If temporary and/or agency personnel usage exceeds 30% of the total hours provided according to the contracted hours, the Collier County Sheriff's Office may invoke a penalty of Two Thousand Dollars (\$2,000.00) per each month of occurrence. Include a sample of your company's staffing reconciliation report.

- **E.** 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.
- F. Monthly Statistical 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 and 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 Communicable Disease
  - Inmates testing positive for HIV or Hep C
  - 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.
- **G**. Contractor and Jail Administration shall have documented meetings on a weekly basis for statistical evaluation, program needs, and coordination between custody and medical personnel. A corporate office representative/Regional Manager shall meet with Jail Administration, at minimum, on a quarterly basis.

H. Post Guidelines that define 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.

#### CARE AND TREATMENT REQUIREMENTS

Health care services for 24 hours a day emergency or immediate medical services to include onsite emergency and acute hospital services with one or more physicians and other appropriate health care providers.

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. 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.

- A. ANCILLARY SERVICES: Contractor shall utilize NJC facility on-site ancillary services to include, but not limited to, phlebotomy, X-ray, EKG, mammogram, and ultrasound services. 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. All abnormal x-ray results are to be reviewed and signed off by a physician with a follow up plan of care outlined.
- B. LABORATORY SERVICES: Contractor shall be responsible for all medical laboratory services, including provisions for STAT services and for the pickup and delivery of specimens. A physician or licensed designee shall review and document the inmate's medical chart for all routine laboratory results in accordance with NCCHC standards. The on-call provider shall be notified immediately of all STAT reports. All abnormal laboratory results are to be reviewed and signed off by a physician with a follow up plan of care outlined.
- **C. 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.

- D. EMPLOYEE BACKGROUND CHECKS AND INSURANCE: 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. 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. 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.
- E. QUARTERLY AUDITS: CCSO shall have quarterly audits conducted for the services Contractor is providing for the Inmate Health Care Services contract. An independent health care consultant contracted by the CCSO shall complete the audit. Consultant shall provide to the Sheriff and the CCSO Jail Administrator a full report to include all deficiencies that require corrective measures. The contractor shall fully cooperate with the health care consultant.
- F. MEDICAL GRIEVANCES: The Contractor shall be responsible for coordination and scheduling of meetings with inmates that have filed a medical grievance, where applicable. The Contractor shall address the grievance no later than five days of the inmate's initial request.
- **G. INTAKE MEDICAL SCREENING:** Intake screening shall be completed within five (5) hours of inmate being booked, at each facility. The intake medical screening process shall be detailed, to include detox and withdrawal assessment protocols, and capabilities to utilize prophylactic medication, within the proposal. All new admission/screening charts are to be reviewed and signed by the DON or RN within 24 hours. Inmates shall be medically cleared through this process before they are sent to general housing. Person(s) found unconscious or who appears to be seriously injured must be referred for emergency medical attention. At minimum, the screening shall include:
  - Current and past illness and health problems including medical, dental, communicable diseases or special health requirements (e.g. assistive devices)
  - Past infectious disease
  - Recent communicable illness symptoms
  - Past or current mental illness, hospitalizations
  - History of suicidal ideation
  - Dental problems
  - Allergies
  - Dietary needs

- Prescription Medications
- Legal and illegal drug use
- 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.

#### 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.
- Current medical insurance information
- TB testing and clinical symptoms check
- H. HEALTH ASSESSMENT: CCSO requires all inmates have a health assessment and physical examination by qualified health care personnel completed no later than 14 days following their arrival/booking and 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 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.
  - Health assessments shall be performed annually on inmates that remain detained longer than one year.
  - Dentist is required to perform an oral assessment annually.

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 five hundred dollars (\$500.00) for each late H&P.

1. OFF-SITE INMATE MEDICAL COSTS: Contractor shall be responsible for the timely management, coordination, and payment, and adjudication 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. All claims shall be adjudicated and processed by 150 days after the close of each contract year. Any claims submitted after this date shall be denied for timely filing, except in cases where late payment is due to Reversals or Denials that are overturned.

Throughout each contracted year, the Contractor shall be responsible to adjudicate and pay claims timely. Any claims in aged status during the contract year that have a DOS of 150 days of longer shall accrue a financial penalty.

Proposer's proposal shall provide to CCSO a claims management detailed report 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 inmates with off-site care, utilization and case management methods/programs and post inmate care claim reviews.

- J. PHARMACY SERVICES: A licensed and qualified pharmacist consistent with State and Federal Laws and meet FJMS, FCAC, and NCCHC standards and/or regulations shall monitor pharmacy and emergency pharmacy services.
  - Prescription medications must be available within eight hours of the prescription being written.
  - All females will be tested for pregnancy prior to receiving any medications.
  - A stock supply of the most often utilized medication should be on site as not to delay the delivery of medication on a new detainee.
  - Administration of medications will be recorded to provide documentation that inmates are receiving prescribed medications.
  - Documentation will also be required when an inmate's ordered medication was not administered.

- The MAR 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 research usage of the AIDS Drug Assistance Program (ADAP) and if there is a cost savings, discuss setting up a program to refer HIV+ inmates to the onsite case manager with CCSO.
- K. 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 as part of patient care delivery options are listed below.
  - Dentistry Orthopedic Optometry Nephrology Radiology Lab tests, EKG or other testing HIV Specialty Care Obstetrics/Gynecology Telemedicine

#### L. OFF-SITE SERVICES:

- 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.
- 2. Describe your company's use of partnerships or agreements with local hospitals or surgical centers, which will enhance the provision of medical services to CCSO inmates. Other than x-ray, ultrasound and dialysis, describe additional services which usually occur off-site, which your company will bring on-site.
- 3. 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. Costs will be reimbursed by CCSO under the aggregate cap model of claims adjudication an invoicing.

#### M. MEDICATION ASSISTED TREATMENT (MAT):

- 1. The Proposer is to describe corporate policy and procedures to deliver this service at CCSO; include clinical assessment tools and forms and medication protocol that will be utilized in this program.
- 2. MAT has shown to be effective in the reduction of relapse, recidivism and mortality when started prior to release from the facility and with follow-up pre-arranged. Describe your company's corporate policy and procedures on MAT (e.g., methadone, buprenorphine, or naltrexone). Describe your company's plan for a MAT program at CCSO.

#### N. DETOX AND WITHDRAWAL:

- 1. Protocols exist for managing inmates under the influence of or undergoing withdrawal from Alcohol, sedatives, opioids, or other substances.
- 2. The Contractor follows national guidelines to evaluate for signs and symptoms of withdrawal. Intoxicated inmates, inmates undergoing withdrawal, or have a history of withdrawal are appropriately housed in a safe location that allows for effective monitoring.
- 3. Medically supervised withdrawal is done under provider supervision. Inmates experiencing severe intoxication or severe sedative withdrawal are transferred immediately to the ER.
- 4. Contractor shall describe in detail how staff identifies those that may need supervised withdrawal; including how the program is managed with multiple clinical withdrawal assessments, hydration, and medication.
- 5. Persons presented to 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, medication and hydration protocols for detoxification.
- **O. MENTAL HEALTH PROGRAMS:** The Contractor shall develop a Mental Health comprehensive program. The program development shall include the physical and emotional needs of patients including, but not 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 daily 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 will be responsible to determine and document in the medical record when an inmate should be returned to the general population. The psychiatrist or designated Mental Health Counselor shall see all inmates on direct or psychiatric observation daily, including weekends.

- 3. Mental health, medical, and substance abuse services are sufficiently coordinated such that patient health care management is clinically integrated, medical and mental health needs are met, and the impact of these conditions on each other are adequately addressed.
- 4. Psychotropic medication will be used when clinically appropriate. 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. The Contractor is to describe their prescribing practices for long acting antipsychotics in their current facilities.
- 5. Substance abuse services will be offered to those inmates who are referred to the program for health problems and who also have related problems. These services will be provided by medical and mental health professionals and should include medically supervised withdrawal and treatment per NCCHC. Treatment plans will be developed for all mental health referrals to include case findings, follow up referrals, liaison work and post release planning.

#### P. CLOSE OBSERVATION AND CONFINEMENT:

- 1. All inmates assigned this classification, segregated from the general population, regardless of reasons, must be seen and assessed by a designated medical provider prior to admission confinement.
- The Contractor will describe their method of monitoring and handling the care of inmates under close observation and confinement, in accordance with NCCHC standards. A physician or designee shall examine an inmate confined in an isolation cell used for medical purposes within 48 hours following his/her confinement in such area or cell.

- **Q. CHRONIC CARE CLINICS:** Describe your on-site process from identification through discharge. Please describe your company's established clinical protocols, consistent with national clinical practice guidelines to assist with the identification of chronic disease or special needs such as, but not limited to:
  - Asthma
  - Diabetes
  - HIV
  - Hepatitis
  - Hyperlipidemia
  - Hypertension
  - Mood disorders
  - Psychotic disorders
  - Pain management
  - GERD
  - Contractor shall develop and implement a communication plan to CCSO Jail Administration, and the Food Service Vendor to meet the need for medical "special" diets.
- **R. PREGNANCY PROGRAM:** Monitoring of pregnant inmates occurs often and routinely throughout their time in the facility, as well as counseling and assistance in accordance with the inmate's expressed desires regarding their pregnancy. Questions in the intake screening address the possibility of pregnancy and drug or alcohol use.

Proposer shall define an Obstetrics/Gynecology program inclusive of opiate addiction, pre and post-natal care, mental health, counseling and administration of vaccines, and prenatal laboratory and diagnostic testing in accordance with the national guidelines.

#### S. ELECTRONIC HEALTH RECORDS (EHR) Current vendor utilizes CorMer:

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: ability to interface with CCSO's RMS and populate the following data in 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. The following is a list of specific interface needs CCSO will require at contract inception:

- Does inmate suffer from mental health disorders
- If yes, is the disorder moderate to severe
- What is the type of disorder (all that apply): Psychotic, PTSD, Mood, Primary Substance Abuse, Anxiety, and Other/Misc
- Is the inmate taking psychotropic medications
- Does the inmate have a substance addiction
- What substances are the inmates addicted to Marijuana, Cocaine, Opioid, Stimulants/Hallucinogenic, Methadone/Suboxone treatment, Benzodiazepine and/or Alcohol
- Has inmate injected drugs within the last 14 days
- Is the inmate going withdrawal protocol
- Does the inmate suffer from any of the following conditions
  Alzheimer's /Dementia, Autism Spectrum Disorder, Intellectual Disability
- Is the inmate on Medication Assisted Treatment
- If yes, are they on Methadone, Subutex, Buprenorphine, Vivitrol
- If yes, who is the prescribing MAT Provider
- Has inmate used MAT in the past 12 months
- If MAT was available in jail, would inmate use
- Does inmate have a history of using Narcan
- Number of overdoses
- Individual health care records will be initiated and maintained for every inmate 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. Include process for medical records requests from inmates, attorneys etc.
- 3. The electronic 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. 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.

- 6. 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.
- 7. EHR shall be implemented within the first thirty days from contract commencement. Contractor shall provide all hardware, software, wiring, internet connections, etc. required to run the EHR.
- 8. 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.
- 9. 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 operatingenvironment. Contractor shall provide a description with the proposal submission of the plan to accomplish this data transfer.
- 10. Contractor shall provide industry standard database documentation, with full, detailed data dictionary that outlines all data points by module.
- T. FEE-FOR-SERVICE PROGRAM: 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. The form will be forwarded to CCSO staff for entry in the accounting system.
- U. CONTINUITY OF SERVICE TRANSITION PLAN: Armor 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.

#### V. HOUSEKEEPING/HAZARDOUS WASTE:

- 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. 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.
- W. CCSO IMMUNIZATION PROGRAM: Contractor 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. Immunizations shall be administered during a clinic that will last three hours, one day per month. All vaccines and immunizations supplies shall be furnished by CCSO.
- X. BLOOD DRAWS: Proposer shall agree to draw blood on inmates, who consent or have been court-ordered, who have exposed CCSO personnel to various significant health concerns. The proposer will comply with all NCCHC standards, and FL state laws regarding blood samples, or swabs for specimens. If not completed by the proposer's staff, it can be subcontracted by the successful vendor.

#### Y. EQUIPMENT AND OFFICE FURNITURE:

- 1. 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.
- 2. If any proposal includes additional equipment needs, include the cost and justification of that equipment separately from the basic specifications.
- 3. CCSO shall provide a reasonable amount of office furniture to include desks, chairs, and filing cabinets for Contractor.

### **ATTACHMENTS**

### HEALTH CARE POSITIONS, SALARIES AND BENEFITS

Health Service Administrator (1) Director of Nursing (1) Medical Director (0.60) Dentist (.20) Dental Assistant (0.20) Psychiatrist and/or Physician's Assistant (1) (Psychiatrist must provide four (4) hours oversight per week	osition	Salary	Benefits	Total
ARNP (.60) RN Charge (2.1) RN (0.80)	ealth Service Administrator (1) irector of Nursing (1) 1edical Director (0.60) entist (.20) ental Assistant (0.20) sychiatrist and/or Physician's Assistant ( RNP (.60) N Charge (2.1) N (0.80)			
LPN (10.5) Mental Health Director (1) Mental Health Clinician (1)	1ental Health Director (1)			

Reintegration Specialist (2) Delinquency Specialist (1) Administrative Assistant (1) Medical Records Clerk (1) CNA (1) MAT ARNP (1) MAT RN (1)

Shift Differentials if applicable RN (2.1) LPN (10.5)

Project Recovery Sub Contract Cost Counselor (3)

#### COST FIRST YEAR OF CONTRACT 10/1/22 through 9/30/23.

Provide total price for population of 800 inmates for the following categories:

Employee Benefits and Salaries	\$
Aggregate Cap	\$850,000.00
Ancillary Services	\$
Medical Supplies	\$
Pharmaceuticals	\$
Malpractice Insurance	\$
Administrative Costs	\$
Electronic Medical Record	\$
Federal, State and Local Taxes and Licenses	\$

TOTAL COST FIRST YEAR \$\_\_\_\_\_ Per Diem Rate \$\_\_\_\_\_