



REQUEST FOR PROPOSAL (RFP)
FOR
INMATE HEALTH CARE SERVICES CONTRACT
OTERO COUNTY DETENTION CENTER
19-043
NIGP CODE # 94620

BID DEADLINE: WEDNESDAY, JULY 17, 2019
@ 4:00 P.M.

PROCUREMENT AGENT: GINGER HERNDON

THE COUNTY OF OTERO IS REQUESTING COMPETITIVE SEALED BIDS FOR THE FOLLOWING GOODS OR SERVICES:

TITLE: INMATE HEALTH CARE SERVICES
RFP NO: 19-043
OPEN: 07/17/19 @ 4:00

**PRE-PROPOSAL CONFERENCE: WEDNESDAY, JUNE 12, 2019 @ 9:00 AM
AT 1958 MARTIN LUTHER KING JR. BLVD., ALAMOGORDO, NM**

FOR ADDITIONAL INFORMATION CONTACT:

GINGER HERNDON PURCHASING AGENT
PHONE: (575) 434-0710 EMAIL (gherndon@co.otero.nm.us)

THE OFFICE OF THE PURCHASING AGENT COUNTY OF OTERO, WILL RECEIVE COMPETITIVE SEALED BIDS FOR THE GOODS OR SERVICES DESCRIBED IN THIS BID AT:

VIA MAIL
OTERO COUNTY PURCHASING
1101 NEW YORK AVE. ROOM 118
ALAMOGORDO, NM 88310

HAND CARRIED
PURCHASING OFFICE
1101 NEW YORK AVE, ROOM
ALAMOGORDO, NM 88310

ANY AND ALL PROPOSALS NOT RECEIVED BY THE PROPOSAL SUBMISSION DATE WILL BE REJECTED AND RETURNED UNOPENED

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY

ENVELOPE PREPARATION: THE ENVELOPE/PACKAGE *CONTAINING THREE(3) PROPOSAL COPIES AND ONE (1) ORIGINAL* MUST BE SEALED AND THE FOLLOWING IDENTIFYING INFORMATION LEGIBLY WRITTEN OR TYPED ON THE OUTSIDE.

- 1). NAME OF BIDDER
- 2). PROPOSAL NUMBER ASSIGNED BY THE COUNTY TO THE REQUEST FOR PROPOSALS
- 3). OPENING DATE AS IDENTIFIED ON THE PROPOSAL OR SUBSEQUENT ADDENDA

NO OTHER METHODS OF BID DELIVERY: NEITHER TELEPHONE, TELEGRAPHIC, OR FACSIMILE BID SHALL BE ACCEPTED

PART I – PROPOSAL INSTRUCTIONS
PROPOSAL INSTRUCTIONS AND PROCUREMENT INFORMATION
PROCUREMENT MANAGER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the Purchasing Agent listed below. Offerors may contact **ONLY** the Purchasing Agent regarding the procurement. Inquiries and requests made to other county staff will not be responded to. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposals.

DUE DATE - Proposals will be received at the office of the Otero County Procurement Officer prior to **Wednesday, July 17, 2019 at 4:00 P.M. (Local time)** at which time the proposals will be opened and recorded as received. The sealed envelope containing the completed proposal must be marked with the **RFP Title, RFP Number and Name of Vendor bidding** and delivered to:

Ginger Herndon Purchasing Agent
Otero County Purchasing
1101 New York Ave.
Alamogordo, New Mexico 88310

Telephone: (575) 434-0710
Fax: (575) 443-2914
E-mail gherndon@co.otero.nm.us

CONTACT WITH COUNTY OF OTERO OFFICIALS OR STAFF MEMBERS

Prior to, and after submittal of proposal, prospective Offerors shall **not** make contact with any official or staff member regarding this RFP, other than contact the Purchasing Agent.

All proposals not received by the Submission Date shall be rejected and returned unopened.

The County intends to award to the highest-ranking firm to meet its need for services based upon the criteria herein.

Issuance of RFP	County Purchasing	05/27/19
Pre-Proposal Conference	County and Offeror	06/12/19 @ 9:00 am
Questions	Offeror	06/21/19
Answers	County Purchasing	06/28/19
Submission of Proposal	Offeror	07/17/19 @ 4:00
*Offeror Interviews	Evaluation Committee/Offeror	TBD
County Commission Approval	County Commissioners	08/08/19
Contract Negotiations	Evaluation Committee	TBA
Contract Execution	County and Contractor	TBA

*The Evaluation Committee **may** interview the Offeror(s) of the top-rated proposals; however, a contract may be awarded without such interviews.

This schedule is subject to change. All Offerors will be notified of schedule changes via email

APPROPRIATIONS - Award of this Contract is contingent upon sufficient appropriations being allocated by the County or other funding agency. If the County or other funding agency does not make sufficient appropriations and authorize their allocation, the agreement shall, notwithstanding any other provisions, terminate immediately upon Contractor's receipt of written notice of termination from the County. Otero County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

3. **BRIBES, GRATUITIES AND KICK-BACKS** - Pursuant to 13-1-191 NMSA 1978, (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), the criminal laws of New Mexico prohibit bribes, kickbacks and gratuities, the violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CLARIFICATIONS - Any inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing. Procurement Officer contact information is Ginger Herndon, 1101 New York Ave, Alamogordo, NM 88310, email gherndon@co.otero.nm.us, phone 575-443-2914. Offerors may contact **ONLY** the Procurement Officer regarding the terminology stated in the procurement documents. Other County employees do not have the authority to respond on behalf of the County.

4.1 Offerors shall promptly notify the County Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the County will be provided in writing to all Offerors by addendum. No verbal responses are authorized.

4.2 No Addendum will be issued later than three (3) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.

5. **COLLUSION** - Collusion among Offerors or the submission of more than one proposal under different names by any firm or individual shall be cause for rejection of all proposals without consideration. Offeror's proposal may not be made in the interest, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. Offeror may not, directly or indirectly by agreement, communication or conference with anyone attempted to induce any action prejudicial to the interest of the County, or of anyone else interested in the proposed contract. Two or more specifically identified organizations may choose to submit a collaborative proposal. The enclosed Non-Collusion Affidavit must be executed along with the Proposal.

6. **COMPETITION** - In signing a contract with Otero County the Contractor certifies that the Contractor has not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

7. **CONTACTS** - Offerors **MAY NOT** contact other Otero County Departments, Otero County Manager or her staff, members of the Otero County Board of County Commissioners or their staff, and any other Otero County Elected Official or their staff regarding inquiries or requests regarding clarification to this RFP. All inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.

8. **CONTRACTS** - The contract between Otero County (County) and a Contractor will follow the format specified by the County and contain the terms and conditions set forth in the attached "Sample Contract". The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal, including best and final offer, will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, that Offeror must propose specific alternative language with the proposal. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.

8.2 Offerors must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the County, such terms must be clearly identified in the proposal.

9. **COST** - All costs incurred by an Offeror in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Offeror.

10. **DEBARMENT & SUSPENSION** - The Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/Offeror/Contractor or any lower tier participant is unable to certify to this statement, it

shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.

11. DEFINITIONS - This section contains definitions that are used throughout this procurement document, including appropriate abbreviations:

This paragraph contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

“**A/E**” means architect/engineer.

“**Award of Contract**” shall mean formal written notice by the Property Control Division that a firm has been selected to enter into a contract for services. Any Award of Contract that has not been resulted in a written contract offer to the Offeror, within 6 months written notice, shall not be considered an award for the purpose of the Project listing form.

“**Contract**” means an agreement between state agency and a New Mexico licensed designed firm for the work covered by this RFP.

“Contractor” means successful Offeror awarded the contract.

“**Determination**” means the written documentation of a decision of the Selection Committee or the Purchasing Agent, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Entity**” means Otero County.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

“**Project Listing Form**” means the form included as a part of this RFP, which all Offerors shall complete, indicating all outstanding awards and contracts less than 75% complete.

“**Proposal**” is the Offerors response to this RFP.

“**Request for Proposals**” or “RFP” means all documents, attached or incorporated by reference, used for soliciting proposals.

“**User Agency**” means the agency occupying the facility or facilities, for which a project is being designed.

“**User Agency Contract**” is the person designated by the user agency to speak on behalf of that agency concerning the scope of work and programming requirements for the project.

The terms “**must,**” “**shall,**” “**will,**” “**is required,**” or “**are required**” identify a necessary item or factor. Failure to comply with such an item or factory may result in the rejection of the Offerors proposal.

The terms “**can,**” “**may,**” “**should,**” “**preferably,**” or “**prefers**” identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor shall result in the rejection of the Offerors proposal. Rejection of the proposal will be subject to review by the Selection Committee and a final decision on rejection will be made by the Committee Chairman.

“**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or services facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of services described in the proposal.

“**Responsive Offer**” or “Responsive proposal” means an offer or proposal, which conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality or delivery requirements.

12. **EXCEPTIONS** - Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.

13. **EQUAL OPPORTUNITY** - The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin. Otero County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors and Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals and/or bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

14. **GROSS RECEIPTS TAX** - New Mexico Statutes require that the proposed amount exclude the applicable state gross receipts tax or applicable local option tax but that the Contracting Agency shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

15. **INCOMPLETE RESPONSES** - The County reserves the right to eliminate any Offeror that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

16. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained. Insurance specifications and monetary requirements will be finalized at contract development.

Standard Insurance	Limits Not Less Than
Commercial and General Liability	\$1,000,000/\$3,000,000
Automobile Liability	\$1,000,000/\$1,000,000
Worker’s Compensation as required by State Law	As required by Law
Other legally required of the employer or for the contractor’s occupation / profession.	As required by Law
Specialized Insurance	
Professional Liability	\$1,000,000
Garage Keeper’s Liability	\$50,000
Medical and Clinic Liability under the Federal Tort Claims Act (FTCA)	\$1,000,000

IRREGULARITIES - The County reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely

needs of the County. The County reserves the right to award the contract to the responsible Offerors submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County.

18. **NEGOTIATIONS** - Should the County be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined by the County to be fair and reasonable, negotiations with that business shall be formally terminated. The County may then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the County shall formally terminate negotiations with that business and may then undertake negotiations with the third most qualified business and so on. The County reserves the right to discontinue negotiations with any selected Offeror.

19. **NEW MEXICO RESIDENT BUSINESS PREFERENCE** - New Mexico Resident Businesses shall be awarded the equivalent of five percent of the total possible RFP evaluation points, which computes to 50 additional points (1000 X 5%). To be considered resident, Businesses must provide a copy, with their Proposal, of their Certification as a Resident Business issued by the State of New Mexico Taxation and Revenue Department. This preference shall not apply to projects which involve participating federal funds. For more information on obtaining the Certification go to the TRD website at: <http://www.tax.newmexico.gov/Default.aspx>.

Proposals received without copy of this certificate do not qualify for this preference.

20. **NEW MEXICO RESIDENT VETERANS PREFERENCE** – In accordance with Sections 13- 1- 21 and 13-1-22 NMSA 1978 resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year shall be awarded ten percent (10%) additional evaluation points of the total possible points, which computes to 100 additional points (1000 X 10%).

This preference is separate from the current instate preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran Business Certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase. More information can be obtained from the NM TRD website at <http://www.tax.newmexico.gov/Default.aspx>

Proposals received without copy of this certificate do not qualify for this preference.

21. **NO OBLIGATION** - This procurement in no manner obligates Otero County until a valid signed contract is executed.

22. **PROCUREMENT UNDER EXISTING CONTRACTS** - In accordance with NMSA Procurement Code, Section 13-1-129 , Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by Otero County.

23. **PROPOSAL DISCLOSURES** - The contents of the proposals will be kept confidential until a contract or contracts have been awarded. At that time, all proposal documents pertaining to this procurement will be open to the public, except for the material which is marked as proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

23.1 Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

24. **PROPOSAL AWARD** -The County reserves the sole right to:

24.1. Determine responsible Offerors and responsive proposals.

a. Responsible Offeror: An Offeror who submits a Responsive Proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the items described in the Request for Proposal.

b. Responsive Proposal: A proposal which conforms in all material respects to the requirements set forth in the Request for Proposal.

24.2 Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought.

24.3 Reject any or all proposals in part or in whole.

25. **PROTESTS** - Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the State Procurement Code. The protest shall be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

25.1 In the event of a timely protest under this section, the County will not proceed further with the procurement unless the Purchasing Department makes a determination that the award of Agreement is necessary to protect substantial interests of the County (§13-1-173 NMSA 1978).

25.2 The Procurement Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).

25.3 The Procurement Officer or his designee will promptly issue a determination relating to the protest. The determination will:

24.3.1 State the reasons for the action taken; and

24.3.2 Inform the Protestor of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.

25.4 A copy of the determination issued under §13-1-175 NMSA 1978 will immediately be mailed to the Protestor and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

26. **REJECT ALL** - Pursuant to Sec 13-1-131 NMSA, 1984 Comp., as amended, Otero County reserves the right to reject any and all proposals, in whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.

27. **RFP RESPONSES** - By responding to this RFP, Offerors acknowledge and consent to the rights and conditions set forth in this RFP.

28. **SOLE INTERPRETER** - Otero County has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications, and sole judge as to whether the item proposed, or any part or fitting thereof, complies with the specifications.

PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of comprehensive medical, mental and ancillary inmate healthcare services to the Otero County Detention Center.

THE PROJECT OVERVIEW

Otero County Detention Center (OCDC) is formally requesting sealed proposals from organizations having specific experience providing high quality, professional and comprehensive inmate medical, mental and ancillary healthcare services to the inmates incarcerated in the OCDC. These correctional healthcare services must be turn-key and include physician services, nursing services utilizing only licensed and certified healthcare professionals, any and all pharmaceuticals utilizing a correctional based formulary, ancillary medical; (including on-site laboratory, x-ray, medical waste disposal), office supplies, an independent electronic medical

records (EMR) system, utilization management (UM) services, local New Mexico based operational support, general management services and indemnification/risk management services.

The successful vendor will provide correctional based inmate medical, mental and ancillary healthcare services and electronic medical records (EMR) management solution for the detainees housed at the OCDC located at 1958 Martin Luther King Jr. Drive, Alamogordo, NM. OCDC is a 52,763 square foot facility made up of a recreation area, cell pods, medical area, kitchen and administrative area. It houses both male and female inmates, capacity is 208 but can exceed over the 208. There is one RN-HAS and one Part time Administrative Assistant, LVNs and EMTs per shift (to dispense the meds). Current medical physician is at the Detention Facility once a week for approximately 6 to 8 hours, and receives calls from the RN when he is not on site. Tele-physic physician/clinician provider twice a week for approximately 6 to 8 hours a week.

OBJECTIVES

The objective of this RFP is to select a highly qualified vendor that has the proven experience and expertise to perform services described in this RFP and is capable of providing quality, professional correctional healthcare services to the OCDC. The selected proposal must meet the following objectives:

- A. Deliver high quality detainee healthcare services compliant with federal, state, and local laws, applicable standards and industry best practices.
- B. Operate the healthcare program in a cost-effective manner with full reporting, effective communication and accountability to Otero County and the Detention Center.
- C. Operate the health care program using only licensed, certified, and professionally trained personnel.
- D. Implement a written health care plan with clear objectives and site-specific policies, procedures and protocols based on national (NCCHC and ACA), New Mexico Association of Counties Detention Center Accreditation as well as industry best practices
- E. Maintain an open and collaborative relationship with detention staff and county administration.
- F. Operate the healthcare program in a humane manner with respect to the detainees' right to basic and adequate healthcare services.
- G. Willingness and ability to work closely and build a close collaboration with locally based community provider(s)

SCOPE OF PROCUREMENT

The scope of work consists of providing a comprehensive medical, mental and ancillary healthcare programs and services to OCDC that meets all federal, state and local requirements, as well as the Adult Detention Standards and the Federal Performance Based Detention Standards.

Medical Direction/Physician

Provision for a Physician or Nurse Practitioner, on-site one time per week 6 to 8 hours. The Physician or Nurse Practitioner will function as the site Medical Director and review the level of care and services provided and are responsible for all medical decisions.

Registered Nurse (RN)/Health Services Administrator (HSA)

Provision of a full-time Registered Nurse (RN), on-site 40 hours per week, to function as the Health Services Administrator (HSA).

Local Recruitment for Healthcare Professionals

Offeror must have an established foundation and solid plan for recruiting local healthcare professionals which may include, but not be limited on: Physicians, Mid-level providers, Psychiatrists, Registered Nurse (RN), Licensed Provisional Nurses (LPN)/Licensed Vocational Nurses (LVN), Mental Health Professionals (MHPs), Emergency Medical

Technicians (EMTs), and/or other healthcare professionals. Contractor must be able to provide adequate staffing twenty-four care, seven days a week.

On-Call Availability

Availability of Medical Director/Physician and RN/HSA for emergent needs and medical staff assistance.

Nurse Services

1. Provision of Registered Nurse (RN)/HSA at least 5 days per week, 40 hours per week.
2. Provision of a RN or Licensed Practicing Nurse (LPN) based on coverage 7 days a week.
3. Manage intake/booking services, assessments, plan for sick call, triaging medical requests, coordination of off-site treatment and services, management and administering of medication, records management and release planning.
4. Special Management rounds conducted three times per week.
5. Daily rounds conducted in Booking/Intake area each morning.

Pharmacy Services

1. Provision of pharmaceuticals, psychotropic and over-the-counter medications appropriate for the correctional environment
2. Provision of quarterly site visits by a board-certified pharmacist
3. Medications and treatment for HIV/AIDS, tuberculosis, hepatitis and biologicals
4. Management of pharmaceutical inventory, ordering, medication set-up and distribution
5. Provision of appropriately licensed staff to dispense medications twice a day

Initial Health Screening

1. Provision for assisting booking officers/supervisors regarding an inmate's health care at the time of booking
2. Determine if inmate needs a medical clearance before being booking into the facility
3. Provision for initial health screening of inmate in the booking area before being classified for population
4. Provision for health screening of inmate work details

Tuberculin (TB) Testing

Provision for skin tuberculin testing upon intake and x-ray services for positive results

Health Assessment

Fourteen-day health assessment for inmates, to include medical, dental and mental health

Sick Call

Establishment and implementation of sick call procedures

Chronic Care Patients

Provision of care for inmates with chronic illness

On- & Off-Site Services

Coordination of all on and off-site services including, but not limited to ER/hospital services, specialty services, laboratory, x-ray, OBGYN and consults

Utilization Management (UM) services

Provision for the management of off-site programs and services including the billing and claims management for such services with the objective of controlling and managing costs

Non-Emergency and Emergency Medical Care

Plan for emergency and non-emergency medical care to provide to inmates, as necessary; up to and including providing onsite medical care during on-call hours.

Medical Records

Management and maintenance of all detainee medical records separate from the jail records of the detainee

Electronic Medical Records (EMR)

Provision of an independent electronic medical records EMR system offered by vendor (preferred). This system must allow for ongoing availability of a fully-functional application, at the county's expense, if the contract is terminated

Mental Health Services

1. Provision of a licensed mental health professionals' coverage 7 days per week
2. Provision of mental health screening, suicide prevention education, and referral services for all inmates
3. One on one counseling daily as needed. Group counseling weekly per pod.
4. Tele-physic physician/clinician provider twice a week for approximately 6 to 8 hours a week

Discharge Planner

1. Provision of a Discharge Planner at least 5 days per week, 40 hours per week.
2. Attend local courts on behalf of the inmate's required diversion.
3. Case load consists of Mental Health, Drug and Alcohol Substance Abuse
4. Assist with placement in Resident Treatment Programs
5. Coordination with local (Otero County area) community providers and provide continuity of care with such providers

Dental Services

1. Provision of dental evaluations, screenings, and hygiene instruction
2. Coordination of off-site dental services as needed
3. Coordination of on-site dental services as needed when local services are unavailable

Medical Supplies

Provision of disposable and durable medical supplies required for the treatment and care of all detainees housed in the jail facility

Biomedical Waste

Plan for removal of biomedical waste from the facility monthly

Laboratory and Diagnostic Services

1. Coordination of on-site, mobile, and off-site providers of laboratory and diagnostic services
2. Description of services provided

Policies and Procedures

Company policies, procedures, protocols and practices regarding correctional healthcare administration and compliance with facility procedures must meet all federal, state and local requirements, as well as the NMAC Detention Center Accreditation Standards

Staffing

1. Provision for all staff to be licensed and pass a criminal background check bi-annually
2. Provision for sub-contract staff be licensed and pass a criminal background check before authorization to enter the facility
3. Provision for contractor to provide training to sub-contracting staff

Standards

Standards for care and treatment including legal, ethical, organizational, and educational training to Detention Administration and facility staff

Provision for on-site and regularly scheduled training for Detention Administration and facility staff which may include, but not be limited to mental health, basic healthcare, CPR, infectious diseases, and/or suicide prevention.

Tuberculin (TB) Testing for Detention Staff

Provision for skin tuberculin (TB) testing of staff upon hire and on an annual basis

Hepatitis Vaccines for Detention Staff
 Provision for hepatitis vaccinations for staff upon hire

Company Profile

- A. Describe in detail any and all prior experience providing healthcare in correctional settings, with specific focus on county detention facilities.

- B. Corporate background and depth of support
 - a. Number of employees
 - b. Number of years conducting business specifically in the county correctional environment
 - c. Annual turnover rate among full-time employees at county correctional facilities for each of the past three (3) years.
 - d. Number of current contracts that have staffing vacancies. How many are unfilled with any staff? How many are filled with temporary (agency) staff?

- C. List all current contracts or business with other correctional health care services facilities:
 - a. Client, type, size
 - b. Date contract initiated
 - c. Specific programs and services provided

- D. How many times in the last five (5) years has your company requested a price increase (not considering annual CPI) or additional funding mid-way through a contract term?

- E. How many contracts have been terminated before the end of their term, including possible extensions? Please provide detail and contact information for each.
 - a. Terminated by the county.
 - b. Terminated by your company.
 - c. Administrative contact information for each loss

- H. Describe in detail your current training program for employees

- I. Describe company achievements in providing comprehensive correctional medical, mental and ancillary health care services in the county correctional environment.

- J. Provide an organizational chart and biographies of key personnel.

- K. In the chart below, provide your 5 most recent contract losses.

County, State	ADP	Contact, Phone, E-mail	Reason for Loss

A. SCOPE OF PROCUREMENT

The scope of procurement consists of providing comprehensive medical, mental, and auxiliary healthcare services, and staffing for all administrative and operational functions described herein. The duration of the contract resulting from this RFP shall be for two (2) years from the date of award. This Contract can be renewed on an annual basis, for up to six (6) additional one (1) year terms at the discretion of both parties. Further provided, this contract may be terminated by either

party, with or without cause upon sixty (60) days written notice. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight (8) years, including all extensions and renewals. This procurement will result in a single source award.

A. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of Otero County on May 27, 2019

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return email the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Officer by 2:00 PM MST or MDT on **Apr. 26, 2016**.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-proposal Tours

There will NOT be a mandatory pre-proposal conference held for this RFP. Potential Offerors wishing to tour the facility prior to the proposal due date may make arrangements by calling Administrator Joseph Alaniz at (575) 356-6871. A site tour is not mandatory. Any statements made at any site tour are not binding on the County unless confirmed by written addendum.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Officer as to the intent or clarity of this RFP until **06/21/19 4:00** PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Officer as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: <http://www.rooseveltcounty.com>.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON **JULY, 17 2019**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Officer at the address listed in Section I, Paragraph D1. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Comprehensive Medical, Mental, and Ancillary Healthcare Services for Otero County Detention Center and marked "DO NOT OPEN". Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Proposals will not be opened prior to the deadline. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required County signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Notification of Finalists

The Evaluation Committee may select and the Procurement Officer would then notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. Only finalist will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

10. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the County. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the BCC must approve the contract during a public meeting as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Procurement Office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Otero County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate County approval.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver five (5) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals. The original copy should be clearly marked "Original" on the front cover and shall contain original signatures.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder):

- Signed Letter of Transmittal
- Table of Contents
- Proposal Summary (Optional)
- Response to Contract Terms and Conditions
- Offeror's Additional Terms and Conditions
- Response to Specifications (**except cost information which shall be included in Cost Proposal Separate SEALED and labeled envelope**)
 1. Response to Scope of Services
 2. Company Profile
 3. Capability and Agreement to Perform
 4. Insurance
 5. Cost Proposal (**Separate SEALED and labeled envelope**)
 6. Desirable Specifications
 7. References
 8. Other Supporting Material
- Signed Campaign Contribution Form
- New Mexico Preferences (If applicable)
- Other Supporting Material (If applicable)

Cost Proposal:

Completed Cost Response Form **in a sealed and labeled envelope.** Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in a separate sealed envelope on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2018 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section II.29, above, for more information.

2. Resident Veterans Preference Certificate

A complete and signed Resident Veterans Preference Certificate **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying Resident Veteran. See Section IV.C.4 for more information.

3. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.6, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.B.7 through IV.B.8, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

B. MANDATORY REQUIREMENTS

1. Response to Scope of Services (300 Points)

Offeror shall provide written response to each of the points contained within the scope of services. This shall include correctional facilities of similar size and volume. Offeror must have proven ability to execute a contract for services beginning on or about **SEPTEMBER 16, 2019**

2. Company Profile (200 Points)

Offeror shall provide written response to each of the points contained within the company profile section. Offeror will provide a sufficient number of trained staff to efficiently fulfill the requirements of this RFP. It is to be expressly understood that a full-time on-site HSA is to be assigned solely to OCDC. All employees of the Offeror must be cleared by OCDC Administration and must comply with OCDC Policies and Procedures.

3. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix C. A statement of concurrence is required.

4. Insurance (0 Points)

The Contractor shall secure insurance coverage to meet the specifications outlined in the contract found in Appendix C. All insurance policies of the Contractor shall be endorsed to waive all rights of subrogation against Otero County. Contractor shall require all of its

subcontractors, if allowed under the contract, to provide the coverage listed below as well as any other coverage that the Contractor might consider necessary. Any deficiency in the coverage or policy limits of the subcontractors will be the sole responsibility of the Contractor.

The Contractor shall provide the County original certificates of such coverage and receive notification of approval of those certificates by the County Manager prior to engaging in any activities under this contract. The successful Contractor shall furnish to the County the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract. The certificates must list the County as an additional named insured and shall have no less than thirty (30) days written notice of cancellation or material change. The certification or proof of insurance must contain a provision for notification to the County thirty (30) days in advance of any material change in coverage or cancellation.

5. Cost (200 Points)

Offeror must complete and submit the Cost Response Form, providing proposed cost for accomplishing the scope of work. The submitted price shall remain firm for the first twenty-four (24) months of service. The pricing for each subsequent year, will be evaluated based upon Consumer Price Index (CPI). Price adjustments shall be established in the fully executed contract. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County.

6. Desirable Specification (150 points)

a. Records (75 Points)

Offerors shall maintain complete and accurate electronic medical records of inmates served. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

b. Responsiveness (75 Points)

Offerors shall respond to concerns expressed by OCDC Administration within a reasonable time not to exceed seven (7) days. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

7. References (150 Points)

Offeror should provide names and current contact information for at least three (3) local public bodies or private companies for which your firm has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed and the duration of the service.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located under REQUIRED FORMS. The form **must** be completed and must be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See Required Forms)

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Response to Scope of Services	300
IV.B.2	Company Profile	200
IV.B.3	Capability and Agreement to Perform	0*
IV.B.4	Insurance	0*
IV.B.5	Cost	200
IV.B.6.a	Records	75
IV. B.6.b	Responsiveness	75
IV.B.7	References	150
IV.C.1	Letter of Transmittal Form	0*
IV.C.2	Campaign Contribution Disclosure Form	0*
IV.D	Additional Alternative Services	0
TOTAL		1000

*Pass/Fail only.

B. REFERENCES

Based upon the initial evaluation and ranking, references will be contacted for the top ranked offerors

C. INTERVIEWS

Based upon the initial evaluation and ranking, offerors may be invited to attend interviews on a date to be announced. Offerors selected for an interview will be notified as soon as possible.

D. NEGOTIATIONS

County reserves the right to seek clarification of each proposal, and the right to negotiate a final contract which is in the best interests of the County, considering cost effectiveness and the level of time and effort required for the project. Contract negotiations with the offeror with the highest ranked proposal shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance;
2. A maximum, not-to-exceed contract price which is consistent with the proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity, and nature of the Services.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the offeror with the second highest ranked proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated.

E. EVALUATION PROCESS

1. An Evaluation Committee selected by the County Manager will review, evaluate and rank the proposals.
2. All Offerors' proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

3. The Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

REQUIRED FORMS

REQUEST FOR PROPOSAL

INMATE MEDICAL CONTRACT

RFP# 19-043

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with contract.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **June 14, 2019** by 5:00 pm (Mountain Standard Time). Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM:

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (circle one) intend to respond to this Request for Prop

Ginger Herndon Purchasing Agent
1101 New York Ave
Alamogordo New Mexico 88310
Email: gherndon@co.otero.nm.us

If Applicable)

Resident Veterans Preference Declaration

_____ (Name of Contractor) hereby certifies the following in regard to application of the resident veteran's preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% Preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January I ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand th

Signature of Business Representative

Date

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or withdrawal of an award of the procurement involved if the statements are proven to be incorrect

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a

debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Commissioners Couy Griffin, Lori Bies, Gerald Matherly; Assessor Steve Boyle; Clerk Robyn Holmes; Probate Judge LaTanya Boyce; Treasurer Laura Whiteside; Sheriff David Black

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

**YOU MUST SIGN THIS FORM AND RETURN WITH BID OR
YOUR BID WILL BE REJECTED**

OTERO COUNTY PROPOSAL TRANSMITTAL COVER LETTER

RFP # 19-043 TITLE: INMATE MEDICAL CONTRACT

Due Date/Time: JULY 17, 2019 2019 @ 4:00 pm

Location: 1101 New York Ave, Alamogordo, NM 88310

Procurement Officer: Ginger Herndon Purchasing Agent CPO Email: gherndon@co.otero.nm.us

As applicable, all items below must be completed in full. Failure to complete may be grounds for disqualification.

Legal Name of Submitting Organization _____

Person authorized to negotiate and contractually obligate the Organization:

Name _____ Title _____

Email _____ Phone _____ Cell _____

Street Address _____

City / State / Zip _____

Alternate Contact Information:

Name _____ Title _____

Email _____ Phone _____ Cell _____

NM in State Resident Preference Number (copy must be attached) _____

NM Resident Veteran's Preference Number (copy must be attached) _____

Bidder acknowledges receipt of the following Addenda _____

On behalf of the submitting organization above:

Y/N

- I accept all Terms and Conditions Governing this Procurement as required.
- I acknowledge receipt of any and all amendments to this Bid.
- I have read and concur with the terms and conditions of the County's contract documents, and, if objections, I have provided suggested alternative language in my response.
- I concur, as applicable, that submission of this bid or proposal constitutes acceptance of Evaluation Factors.
- I concur, as applicable, to FOB Point: Destination, Alamogordo, New Mexico, acknowledge brand names and numbers are for reference only, that equivalents will be considered and that I must be prepared to furnish complete data to prove product(s) meet or exceed specifications.
- Our organization is committed to and will comply and act in accordance with the following:
 1. Federal Executive Orders relating to the enforcement of civil rights;
 2. New Mexico State Statutes and County of Otero County Ordinances regarding enforcement of civil rights;
 3. Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;
 4. Executive Order No. 11246, Equal Opportunity in Federal Employment;
 5. Title 6, Civil Rights Act of 1964; and
 6. Requirements of the Americans with Disabilities Act of 1990 for work performed under this contract.

Authorized Signature Date

AGREEMENT FOR INMATE HEALTHCARE SERVICES
AT OTEROCOUNTY, NEW MEXICO

This Agreement for Inmate Health Services (hereinafter, the “AGREEMENT”) entered into by and between the County of Otero, a political subdivision in the State of New Mexico, (hereinafter, the “COUNTY”) acting by and through its duly elected Board of COUNTY Commissioners, (hereinafter the “BOARD”), and _____, Inc., (hereinafter, “CONTRACTOR”) a _____ corporation.

RECITALS

WHEREAS, the COUNTY and the Detention Director (hereinafter the “DETENTION DIRECTOR”) are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Otero County Detention Center located at 1958 Dr. Martin Luther King Jr. Drive, Alamogordo, NM 88310 (hereinafter, “JAIL”); and

WHEREAS, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINEES of the JAIL (hereinafter, “JAIL POPULATION”), in accordance with applicable law; and

WHEREAS, CONTRACTOR is in the business of administering correctional health care services and desires to administer such services on behalf of the COUNTY to the JAIL POPULATION under the terms and conditions hereof.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

DEFINITIONS

CONTRACT YEAR – The initial AGREEMENT shall be twenty-hour (24) months, and any successive, twelve (12) month period beginning with effective date of the AGREEMENT.

COUNTY INMATES/DETAINEES – An INMATE/DETAINEE held under the jurisdiction of the COUNTY or DETENTION DIRECTOR, COUNTY INMATES/DETAINEES may be housed in the JAIL or in another jurisdictions’ correctional facility. However, COUNTY INMATES/DETAINEES housed in another jurisdiction are not covered by the provisions of this AGREEMENT unless CONTRACTOR administers health care services at the other jurisdiction’s facility and is specifically set forth below.

COVERED PERSONS – An INMATE/DETAINEE of the JAIL who is: (1) part of the JAIL’S MADP; and (2) FIT FOR CONFINEMENT; and (3) (a) incarcerated in the JAIL; or (b) on work release status.

DETAINEE – An adult or individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

FIT FOR CONFINEMENT – A determination made by a CONTRACTOR authorized physician and/or health-trained JAIL staff that an INMATE/DETAINEE is medically stable and has been medically cleared for acceptance into the JAIL. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

HEALTH CARE STAFF – Medical, mental health and support staff provided or administered by CONTRACTOR.

INMATE – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

LOCAL RECRUITER – A person who shall have primary responsibility for recruiting local health care professionals.

MEDICAL DIRECTOR/PHYSICIAN – A licensed physician for 6 to 8 hours shall be on-site or by video twice (2) per week. The physician will function as the site medical director and shall review the level of care and services provided and be responsible for all medical decisions.

MONTHLY AVERAGE DAILY POPULATION (MADP) – The average number of INMATES/DETAINEES house in the JAIL on a daily basis for the period of one month. The MADP shall include, but separately list, other county or agency inmates and detainees. The MADP shall be figured by summing the daily population for the JAIL (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. JAIL records shall be made available to CONTRACTOR upon request to verify the MADP. Persons on home confinement, housed outside of the JAIL, and escapees shall not be considered part of the JAIL's MADP.

NCCHC– The National Commission on Correctional Health Care.

PHARMACY SERVICES – A person responsible for the provision of pharmaceuticals, psychotropic and over-the-counter medications.

PHYSICIAN EXTENDER – An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

SPECIALTY SERVICES – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, but excluding services that are otherwise provided for in this AGREEMENT.

ARTICLE I

HEALTH CARE SERVICES

1.0 SCOPE OF SERVICES. CONTRACTOR shall administer health care services and related administration services at the JAIL according to the terms and provisions of this AGREEMENT. The costs of the various health care services shall be borne by CONTRACTOR or the COUNTY as set forth in this Article.

GENERAL HEALTH CARE SERVICES. CONTRACTOR will arrange and bear the cost of the following covered health care services:

- 1.1.1 HEALTH ASSESSMENT. A health assessment of an adult COVERED PERSON shall be performed as soon as possible, but no later than six (6) calendar days after the INMATE/DETAINEE's arrival at the JAIL. The health assessment shall follow current NCCHC standards.
- 1.1.2 REVIEW BY MEDICAL DIRECTOR. CONTRACTOR shall retain a physician licensed in the State of New Mexico or Nurse Practitioner who shall conduct on-site visits (1) times per week for 6 to 8 hours. Physician or Nurse Practitioner will function as the site medical director and shall review the level of care and services provided and are responsible for all medical decisions.
- 1.1.3 REGISTERED NURSE/HEALTH SERVICE ADMINISTRATOR. CONTRACTOR shall make provision of a full-time registered nurse (RN), on-site forty (40) per week to function as the Health Services Administrator (HSA).
- 1.1.4 LOCAL RECRUITMENT OF HEALTHCARE PROFESSIONALS. CONTRACTOR shall establish a solid plan for recruiting local health care professionals which may include, but not be limited to: Physicians, Mid-level Providers, Psychiatrists, Registered Nurse (RN), Licensed Provisional Nurses (LPN)/Licensed Vocational Nurses (LVN), Mental Health Professionals (MHPs), Emergency Medical Technicians (EMT), and other health care professionals. Contractor agrees to provide adequate staffing twenty-four hours, seven days a week.
- 1.1.5 ON-CALL AVAILABILITY. The medical director/physician and RN/HSA will be available for emergency needs and medical staff assistance.
- 1.1.6 NURSE SERVICES:
 - A. CONTRACTOR will provide a Registered Nurse (RN)/HSA at least five (5) days per week, forty (40) per week.
 - B. CONTRACTOR will provide a RN or Licensed Practical Nurse (LPN) to provide coverage seven (7) days per week, twenty-four hours.

C. CONTRACTOR shall manage intake/booking of health care services, assessments, plan for sick call, triaging medical requests, coordination of off-site treatment and services, management and administering of medication, records management and release planning.

1.1.7 PHARMACY SERVICES:

A. CONTRACTOR shall provide for the provision of pharmaceuticals, psychotropic, and over-the-counter medications appropriate for the correctional environment;

B. CONTRACTOR shall provide quarterly site visits by board certified pharmacist to the facility.

C. CONTRACTOR shall provide medications and treatment for HIV/AIDS, tuberculosis, hepatitis and other biologicals;

D. CONTRACTOR shall provide management of pharmaceutical inventory, ordering, medication set-up and distribution during work hours;

E. CONTRACTOR shall provide the provision of appropriately licensed staff to dispense medications twice a day.

1.1.8 INITIAL HEALTH SCREENING:

A. CONTRACTOR shall provide for assisting booking officers/supervisors regarding an inmate's health care at the time of booking;

B. CONTRACTOR shall determine if an inmate needs a medical clearance before being booked into the facility;

C. CONTRACTOR shall provide initial healthcare screening of inmates in the booking area before being classified for population;

D. CONTRACTOR shall provide for provision for health care screening of inmate work details.

1.1.9 TUBERCULIN (TB) TESTING. CONTRACTOR shall provide provision for skin tuberculin testing upon intake and x-ray services for positive results.

1.1.10 HEALTH ASSESSMENT. CONTRACTOR shall provide a ten (10) day health assessment for inmates to include medical, dental and mental health appraisals.

1.1.11 SICK CALL. CONTRACTOR shall provide for the establishment and implementation of sick call procedures.

1.1.12 CHRONIC CARE PATIENTS. CONTRACTOR shall provide for the care for inmates with chronic illness.

1.1.13 ON- & OFF-SITE SERVICES. CONTRACTOR shall provide the coordination of all on and off-site services including, but not limited to ER/hospital services, specialty services, laboratory, x-ray, OBGYN and consults.

- 1.1.14 UTILIZATION MANAGEMENT SERVICES (UMS). CONTRACTOR shall provide for the management of off-site management and services including the billing and claims management for such services with the objective of controlling and managing costs.
- 1.1.15 NON-EMERGENCY AND EMERGENCY MEDICAL CARE. CONTRACTOR shall provide and plan for emergency and non-emergency medical care to be provided to inmates, as necessary; up to and including on-site medical care during on-call hours.
- 1.1.16 MEDICAL RECORDS. CONTRACTOR shall provide the management and maintenance of all detainee medical records separate and apart from jail records of the detainee.
- 1.1.17 ELECTRONIC MEDICAL RECORDS (EMR). CONTRACTOR shall provide for the provision of an electronic medical records system to be offered by CONTRACTOR. This system must allow for ongoing availability of a fully-functional application, at the County's expense, if this contract is terminated.
- 1.1.18 MENTAL HEALTH SERVICES:
A. CONTRACTOR shall provide for the provision of a licensed mental health professional coverage on site seven (7) times per week;
B. CONTRACTOR shall provide the provision of mental health screening, suicide prevention education, and referral services for all inmates;
C. CONTRACTOR shall provide the coordination with local (Otero County are) community providers and shall provide continuity of care with such providers.
- 1.1.19 DENTAL SERVICES: (As Needed when Local Services are Unavailable)
A. CONTRACTOR shall provide for the provision of dental evaluations, screening, and hygiene instruction.
B. CONTRACTOR shall provide the coordination of on-side dental services once per month and six (6) hours per call, or as needed.
C. CONTRACTOR shall provide dental cleaning for inmates in custody for more than one (1) year.
- 1.1.20 MEDICAL SUPPLIES. CONTRACTOR shall provide for the provision of disposable and durable medical supplies required for the treatment and care of all detainees housed in the jail facility.
- 1.1.21 BIOMEDICAL WASTE. CONTRACTOR shall provide a plan for the removal of biomedical waste from the facility monthly.
- 1.1.22 LABORATORY AND DIAGNOSTIC SERVICES:

- A. CONTRACTOR shall provide the coordination of on-site, mobile, and off-site providers of laboratory and diagnostic services.
- B. CONTRACTOR shall provide a description of services to be provided for laboratory and diagnostic services to the Detention Director.

1.1.23 POLICIES AND PROCEDURES. CONTRACTOR shall provide company policies, procedures, protocols, and practices regarding correctional health care administration and compliance with Detention Director and warrants that each of its facility procedures meets all federal, state and local requirements, as well as the NMAC Detention Center Affiliate Accreditation Standards and the Federal Performance Based Detention Standards.

1.1.24 STAFFING:

- A. CONTRACTOR shall provide for all staff employed by it to be licensed and who shall pass a criminal background check.
- B. CONTRACTOR shall provide for sub-contract staff to be licensed and who shall pass a criminal background check before given authorization to enter the facility.
- C. CONTRACTOR shall provide for a contractor to provide training to sub-contracting staff.

1.1.25 STANDARDS:

- A. CONTRACTOR shall provide to the Detention Director its written standards relating to care and treatment it shall provide including legal, ethical, organizational, and educational training to the Detention Administration and facility staff.
- B. CONTRACTOR shall provide for on-site and regularly scheduled training for Detention Administration and facility staff which may include, but shall not be limited to mental health training, basic health care, CPR and/or suicide prevention training.

SERVICES WHICH ARE NOT COVERED BY THIS AGREEMENT

1.2 AMBULANCE SERVICE – NOT COVERED. In the event that ambulance services are required for the JAIL POPULATION, CONTRACTOR shall not be responsible for the provisions or costs of such ambulance services.

1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. CONTRACTOR HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), except within guidelines established by the NCCHC. If CONTRACTOR HEALTH CARE STAFF collect physical evidence, the COUNTY shall be responsible for arranging any testing and bear the cost of collection and testing the collected evidence and any associated staffing costs for HEALTH CARE STAFF to provide court related testimony. Costs incurred by CONTRACTOR for court testimony related to this paragraph will be periodically reconciled with the COUNTY pursuant to Paragraph 8.0.2. After collecting evidence,

CONTRACTOR HEALTH CARE STAFF shall turn the specimen over to the DETENTION DIRECTOR or a court-designated representative for completion of chain-of-custody evidence.

1.4 DIALYSIS SERVICES – NOT COVERED. In the event that dialysis services are required for the JAIL POPULATION, CONTRACTOR shall not be responsible for the provision or cost of such dialysis services.

1.5 ELECTIVE MEDICAL CARE – NOT COVERED. CONTRACTOR shall not be responsible for the provision or cost of any elective care. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of CONTRACTOR's CHIEF MEDICAL OFFICER or designee, cause the INMATE/DETAINEE's health to deteriorate or cause harm to the INMATE/DETAINEE's well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

1.6 HOSPITALIZATION – NOT COVERED. In the event that hospitalization services are required for the JAIL POPULATION, CONTRACTOR shall not be responsible for the provision or cost of such hospitalization services.

1.7 LONG TERM CARE – NOT COVERED. In the event that a member of the JAIL POPULATION requires skilled care, custodial care or other services of a long-term care facility, CONTRACTOR shall not be responsible for the provision or cost of any such care.

1.8 PATHOLOGY/RADIOLOGY SERVICES – NOT COVERED. In the event that pathology or radiology services (also referred to as laboratory and x-ray services) are required for the JAIL POPULATION, CONTRACTOR shall not be responsible for the provision or cost of such pathology or radiology services.

1.9 SPECIALTY SERVICES – NOT COVERED. In the event that any SPECIALTY SERVICES are medically necessary for the JAIL POPULATION, CONTRACTOR shall not be responsible for the provision or cost of such SPECIALTY SERVICES.

1.10 VISION CARE – NOT COVERED. In the event that vision services are required for the JAIL POPULATION, CONTRACTOR shall not be responsible for the provision or cost of such vision services.

ARTICLE II
HEALTH CARE STAFF

2.0 STAFFING HOURS. CONTRACTOR shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I by:

A. Retaining a physician licensed in the State of New Mexico or Nurse Practitioner who shall conduct on-site visits once (1) times per week for

6 to 8 hours. Physician will function as the site medical director and shall review the level of care and services provided and be responsible for all medical decisions.

- B. By providing a Registered Nurse (RN)/HSA at least five (5) days per week, forty (40) per week.
- C. By providing a Licensed Practical Nurse (LPN) to provide coverage seven (7) days per week day and night shifts.
- D. Shall provide adequate staff to manage intake/booking of health care services, assessments, plan for sick call, triaging medical requests, coordination of off-site treatment and services, management and administering of medication, records management and release planning.
- E. By providing for the dispensing of pharmaceuticals, psychotropic, and over-the-counter medications appropriate for the correctional environment, twice a day along with providing adequate staff for the management of pharmaceutical inventory, ordering, medication set-up and distribution during work hours, and shall arrange for quarterly site visits by a board-certified pharmacist to the facility.

2.0.1 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.

2.1 **STAFFING LEVELS.** Based on actual needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be agreed to by the DETENTION DIRECTOR and CONTRACTOR. Such agreements shall be in writing between the parties unless an emergency situation warrants a verbal agreement which shall be subsequently documented in writing.

1.2 **STAFF SCREENING.** The COUNTY and DETENTION DIRECTOR shall screen CONTRACTOR's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The DETENTION DIRECTOR shall have final approval, which shall not be unreasonably withheld, of CONTRACTOR's HEALTH CARE STAFF, employees, agents and/or subcontractors, related to security/background clearance.

2.3 **SATISFACTION WITH HEALTH CARE STAFF.** In recognition of the sensitive nature of correctional facility operations, if the DETENTION DIRECTOR becomes dissatisfied with any member of the HEALTH CARE STAFF, the DETENTION DIRECTOR shall provide CONTRACTOR written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CONTRACTOR shall use commercially reasonable efforts to

resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the DETENTION DIRECTOR within ten (10) business days following CONTRACTOR's receipt of the notice, CONTRACTOR shall remove the individual from providing services at the JAIL within a reasonable time frame considering the effects of such services at the JAIL within a reasonable time frame considering the effects of such removal on CONTRACTOR's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The DETENTION DIRECTOR reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

ARTICLE III
ADMINISTRATIVE SERVICES

- 3.0 UTILIZATION MANAGEMENT. CONTRACTOR shall provide utilization management services and administer medical claims processing for the pharmacy services administered by CONTRACTOR, as set forth in Article I, on behalf of the COUNTY. CONTRACTOR will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the COUNTY and/or DETENTION DIRECTOR apprised of its utilization management practices.
- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. CONTRACTOR shall conduct an ongoing health and mental health education and training program for the COUNTY Detention Officers in accordance with provisions of Article I the needs mutually established by the COUNTY and CONTRACTOR. Training shall be provided by methods and intervals determined by CONTRACTOR.
- 3.2 QUARTERLY REPORTS. CONTRACTOR shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the JAIL POPULATION to the DETENTION DIRECTOR.
- 3.3 QUARTERLY MEETINGS. CONTRACTOR shall meet quarterly, or as soon thereafter as possible, with DETENTION DIRECTOR, or designee, concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 3.4 MEDICAL RECORDS MANAGEMENT. CONTRACTOR shall provide the following medical records management services:
- 3.4.1 MEDICAL RECORDS. CONTRACTOR HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON's confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL to another location for off-site services or transferred to another institution.

CONTRACTOR will keep medical records confidential and shall not release any information contained in any medical record except as required by published JAIL POLICIES, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the DETENTION DIRECTOR, as property of the DETENTION DIRECTOR's office.

3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this AGREEMENT, CONTRACTOR shall make available to the DETENTION DIRECTOR or COUNTY, unless otherwise specifically prohibited, at the DETENTION DIRECTOR's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the JAIL POPULATION hereunder.

ARTICLE IV

PERSONS COVERED UNDER THIS AGREEMENT

4.0 GENERAL. Except as otherwise provided in this AGREEMENT, CONTRACTOR shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.

4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. CONTRACTOR shall arrange for on-site first response emergency medical care as required for JAIL employees, contractors and visitors to the JAIL. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

4.2 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that CONTRACTOR is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the JAIL. In no event shall CONTRACTOR be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the JAIL including, but not limited to, releases and escapees.

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

5.0 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. CONTRACTOR shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or DETENTION DIRECTOR or other agency with legal

responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of COUNTY INMATES/DETAINEES removed from the JAIL, including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEE health care services. CONTRACTOR shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside the JAIL (i.e. INMATES/DETAINEES on home confinement).

- 5.1 **INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES.** CONTRACTOR shall not be responsible for the cost of providing off-site medical care for injuries occurred by an arrested person prior to incarceration at the JAIL or during an escape or escape attempt, including, but limited to, medical services provided to any arrested person prior to the person's booking and confinement in the JAIL. In addition, CONTRACTOR shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. CONTRACTOR shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. CONTRACTOR shall not charge an additional fee simply to examine an individual to determine if he is suitably FIT FOR CONFINEMENT.

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 **SERVICES NOT LISTED.** Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II, and III above. CONTRACTOR shall not be responsible for any expenses not specifically covered under this AGREEMENT. In the event that any of the health care services not covered by CONTRACTOR under this AGREEMENT or any services that are not listed within this AGREEMENT, are required for a member of the JAIL POPULATION as a result of the medical judgment of a physician or CONTRACTOR authorized personnel, CONTRACTOR shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.
- 6.1 **SERVICES BEYOND THE SCOPE OF THIS AGREEMENT.** Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event caused by the action

or inaction of the COUNTY or DETENTION DIRECTOR or their employees, agents or contractors, CONTRACTOR shall not be responsible for costs attributable to such catastrophic event. Notwithstanding the above, CONTRACTOR shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by CONTRACTOR.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 **COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS.** The COUNTY, JAIL, and DETENTION DIRECTOR and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and may State health information privacy laws, to the extent they are applicable. The COUNTY and the DETENTION DIRECTOR shall implement policies and/or procedures in compliance with such laws.
- 7.1 **COMPREHENSIVE MEDICAL//MENTAL HEALTH CARE.** CONTRACTOR shall identify to the DETENTION DIRECTOR those members of the JAIL POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the DETENTION DIRECTOR shall make every effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.
- 7.2 **RECORD ACCESS.** During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the DETENTION DIRECTOR shall provide CONTRACTOR, at CONTRACTOR's request, the COUNTY, JAIL and/or DETENTION DIRECTOR's records (including medical records) relating to the provision of health care services to the JAIL POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JAIL POPULATION (to the extent the COUNTY, JAIL, or DETENTION DIRECTOR has control of, or access to, such records). CONTRACTOR may request such records in connection with the investigation of, or defense of, any claim by a third party related to CONTRACTOR's conduct or to prosecute a claim against a third party. Any such information provided by the DETENTION DIRECTOR considered confidential shall be kept confidential by CONTRACTOR and shall not, except as may be required by law, be distributed to any third party without prior written approval by the DETENTION DIRECTOR.
- 7.3 **USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES.** INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either CONTRACTOR or the DETENTION DIRECTOR in rendering any health care services to the JAIL POPULATION, provided however, that INMATES/DETAINEES may

be used in positions not involving the rendering of health care services directly to the JAIL POPULATION and not involving access to JAIL POPULATION records in accordance with NCCHC standards.

7.4 SECURITY OF THE JAIL FACILITY AND CONTRACTOR.
CONTRACTOR and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CONTRACTOR, as well as for the security of the JAIL POPULATION and DETENTION DIRECTOR's staff, consistent with a correctional setting. The DETENTION DIRECTOR shall provide security sufficient to enable CONTRACTOR, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. CONTRACTOR, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the DETENTION DIRECTOR while at the JAIL or other premises under the DETENTION DIRECTOR's direction or control. However, any CONTRACTOR HEALTH CARE STAFF, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient. CONTRACTOR shall not be liable for any loss or damages resulting from CONTRACTOR's HEALTH CARE STAFF, employees, agents and/or subcontractors' failure to provide medical services due to insufficient security services.

7.5 DETENTION DIRECTOR's POLICIES AND PROCEDURES.
CONTRACTOR, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and/or DETENTION DIRECTOR's security Policies and Procedures, which impact the provision of medical services.

7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CONTRACTOR at the JAIL, and CONTRACTOR may make a reasonable number of copies of any specific section(s) it wishes using the DETENTION DIRECTOR's photocopy equipment and paper.

7.5.2 Any Policy or Procedure that may impact the provision of health care services to the JAIL POPULATION which has not been made available to CONTRACTOR shall not be enforceable against CONTRACTOR unless otherwise agreed upon by both parties.

7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CONTRACTOR. CONTRACTOR, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CONTRACTOR.

7.5.4 If any of the COUNTY and/or DETENTION DIRECTOR's Policies and Procedures specifically relate to the delivery of medical services,

the COUNTY and/or DETENTION DIRECTOR's representative and CONTRACTOR shall review the COUNTY and/or DETENTION ADMINISTRATOR's Policies and Procedures and modify or remove those provisions that conflict with CONTRACTOR's Jail Health Care Policies and Procedures.

7.6 DAMAGE TO EQUIPMENT. CONTRACTOR shall not be liable for loss of or damage to equipment and supplies of CONTRACTOR, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or DETENTION DIRECTOR's employees.

7.7 SECURE TRANSPORTATION. The DETENTION DIRECTOR shall provide security as necessary and appropriate in connection with the transportation of a member of the JAIL POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CONTRACTOR. CONTRACTOR shall coordinate with the DETENTION DIRECTOR's office for transportation to and from the off-site services provider or hospital.

7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the DETENTION DIRECTOR shall provide for all the non-medical personal needs and services of the JAIL POPULATION as required by law. CONTRACTOR shall not be responsible for providing, or liable for failing to provide, non-medical services to the JAIL POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.

7.10 JAIL POPULATION INFORMATION. In order to assist CONTRACTOR in providing the best possible health care services to COVERED PERSONS, the DETENTION DIRECTOR shall provide, as needed, information pertaining to the COVERED PERSON that CONTRACTOR and the DETENTION DIRECTOR mutually identify as reasonable and necessary for CONTRACTOR to adequately perform its obligations under this AGREEMENT.

ARTICLE VIII
COMPENSATION/ADJUSTMENTS

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to _____ under this AGREEMENT is _____ Dollars and _____ cents (\$_____.__) for a period of twenty-four (24) months. Each monthly payment shall be at _____ Dollars and _____ cents (\$_____.__), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CONTRACTOR on the 15th day of _____, 20__ for services administered in the month of _____, 20__. Each monthly payment thereafter is to be paid by the

COUNTY to CONTRACTOR before or on the 1st day of the month of the month of service.

8.1 QUARTERLY RECONCILIATION PROCESS. CONTRACTOR will provide a quarterly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:

8.1.2 ADJUSTMENT FOR COURT TESTIMONY. The quarterly reconciliation shall include staffing costs for any court testimony provided by CONTRACTOR's HEALTH CARE STAFF, as stated in Paragraph 1.3, the current hourly rate paid to the employee providing said court testimony.

ARTICLE IX
TERM AND TERMINATION

9.0 TERM. The term of this AGREEMENT shall be two (2) years from _____, 20__, through _____, 20__. This AGREEMENT shall renew upon mutual consent of both parties for up to six (6) additional year one (1) periods, not to exceed a total of eight (8) years. On _____ of each subsequent year with mutually agreed upon increases, unless this AGREEMENT is terminated or notice of termination is given as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this AGREEMENT pursuant to paragraph 9.0, the parties have agreed to an increase of CPI but not to exceed 5.0% of the annual amount as defined in paragraph 9.0.1.1.

9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index (as defined below) for the month which is four months immediately preceding the AGREEMENT renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the AGREEMENT renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the BOARD of the COUNTY.

- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CONTRACTOR, the COUNTY and DETENTION DIRECTOR shall act in good faith and make every effort to give CONTRACTOR reasonable advance notice of any potential problem with funding or appropriations.
- 9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY and DETENTION DIRECTOR may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CONTRACTOR.
- 9.2 TERMINATION DUE TO CONTRACTOR'S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CONTRACTOR in the event that CONTRACTOR discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.
- 9.3 TERMINATION FOR CAUSE. The AGREEMENT may be terminated for cause under the following provisions:
- 9.3.1 TERMINATION BY CONTRACTOR. Failure of the COUNTY and/or DETENTION DIRECTOR to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CONTRACTOR upon sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to CONTRACTOR. If the COUNTY provides a written response to CONTRACTOR which provides an adequate explanation for the "basis of termination" and the COUNTY cures the "basis for termination" to the satisfaction of the CONTRACTOR, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to CONTRACTOR.
- 9.3.2 TERMINATION BY COUNTY. Failure of CONTRACTOR to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the DETENTION DIRECTOR or the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice CONTRACTOR will have ten (10) days to provide a written response to the COUNTY. If

CONTRACTOR Provides a written response to the COUNTY which provides an adequate explanation for the “basis of termination,” or cures the “basis for termination” to the satisfaction of the DETENTION DIRECTOR, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the DETENTION DIRECTOR or the COUNTY.

- 9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the DETENTION DIRECTOR, the COUNTY or CONTRACTOR may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.
- 9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CONTRACTOR for all services rendered by CONTRACTOR up to the date of termination of the AGREEMENT regardless of the COUNTY’S failure to appropriate funds.
- 9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this AGREEMENT, CONTRACTOR shall be allowed to remove from the JAIL any stock medications or supplied purchased by CONTRACTOR that have not been used at the time of termination. CONTRACTOR shall also be allowed to remove its property from the JAIL including its proprietary Policies and Procedures, Manuals, Training Material, and Forms and COUNTY agrees to maintain as confidential all CONTRACTOR materials, documents or reports marked as confidential or proprietary.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

- 10.0 INSURANCE COVERAGE. CONTRACTOR shall at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:
- 10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/Professional Liability insurance is an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in the amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.3 WORKER’S COMPENSATION. Worker’s Compensation coverage as required by applicable state law.
- 10.1 ENDORSEMENTS. The Comprehensive General Liability policy shall contain additional endorsements naming the JAIL as an additional insured

with respect to liabilities arising out of the performance of services under this AGREEMENT.

- 10.2 **PROOF OF INSURANCE.** CONTRACTOR shall provide the COUNTY proof of professional liability or medical malpractice coverage for CONTRACTOR's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CONTRACTOR shall promptly notify the DETENTION DIRECTOR, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CONTRACTOR fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the DETENTION DIRECTOR pursuant to the terms of Article IX.
- 10.3 **INDEMNIFICATION.** CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever cause by, based upon or arising out of any act, conduct, misconduct or omission of CONTRACTOR, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. The COUNTY agrees to indemnify and hold harmless CONTRACTOR, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of COUNTY, its agents, employees, or independent contractors. The COUNTY and DETENTION DIRECTOR agree to promptly notify CONTRACTOR in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY and DETENTION DIRECTOR agree that CONTRACTOR's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to CONTRACTOR as set forth above. Upon written notice of claim, CONTRACTOR shall take all steps necessary to promptly defend and protect the COUNTY and DETENTION DIRECTOR from an indemnified claim, including retention of defense counsel, and CONTRACTOR shall retain sole control of the defense while the action is pending, to the extent allowed by law.
- 10.4 **HIPAA.** CONTRACTOR, the COUNTY, JAIL, and DETENTION DIRECTOR and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, JAIL, and DETENTION DIRECTOR and their employees and agents shall indemnify and hold harmless CONTRACTOR from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the

DETENTION DIRECTOR and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of CONTRACTOR.

ARTICLE XI
MISCELLANEOUS

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understanding and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY or DETENTION DIRECTOR to exercise control or direction over the manner or methods by which CONTRACTOR, its employees, agents or subcontractors perform hereunder, or CONTRACTOR to exercise control or direction over the manner or methods by which the COUNTY or the DETENTION DIRECTOR, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.
- 11.1 SUBCONTRACTOR. In performing its obligations under this AGREEMENT, it is understood that CONTRACTOR is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CONTRACTOR may engage physicians or other clinicians as independent contractors (“Contract Professionals”), rather than employees, in order to supply the clinical services required under this AGREEMENT. CONTRACTOR shall engage Contract Professionals that meet the applicable professional licensing requirements and CONTRACTOR shall exercise administrative supervision over such Contract Professionals as necessary to ensure the fulfillment of the obligations contained in this AGREEMENT. Contract Professionals shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CONTRACTOR may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this AGREEMENT.
- 11.2 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY or the JAIL to pay providers for medical services at certain reduced rates, COUNTY and/or DETENTION DIRECTOR designate CONTRACTOR as their agent to assert such rights and privileges.
- 11.3 EQUAL EMPLOYMENT OPPORTUNITY. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide

occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CONTRACTOR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

- 11.4 **WAIVER OF BREACH.** The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that CONTRACTOR is neither bound by or aware of any other existing contracts to which either the DETENTION DIRECTOR or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 11.7 **ASSIGNMENT.** Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties; provided however, that CONTRACTOR may assign its rights or delegate its duties to an affiliate of CONTRACTOR, or in connection with the sale of all or substantially all of the stock, assets or business of CONTRACTOR, without the prior written consent of other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 11.8 **NOTICES.** Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested,

addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for CONTRACTOR:

If for COUNTY:

Otero County Detention Center
County Manager
1958 Martin Luther King Jr. Drive
Alamogordo, NM 88310

If for CONTRACTOR:	If for COUNTY: (575) 437-6420
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Such address or facsimile number may be changed from time to time by either party by providing written notice as provided above.

- 11.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of New Mexico without regard to the conflicts of laws or rules of any jurisdictions.
- 11.10 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.11 SURVIVAL. The following provisions will survive any termination or expiration of the AGREEMENT: 1.16, 1.20, Article VIII, Article IX and Article X.
- 11.12 COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.13 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise effect the provisions to which they relate.
- 11.14 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.15 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

IN WITNESS THEREOF, the parties have executed this Agreement the day and year as above written.

COUNTY:

By: _____
Chairperson Couy Griffin

Date: _____

Attorney _____
Michael Eshleman

Date: _____

ATTEST:

Robyn Holmes, Clerk

Date: _____

CONTRACTOR:

By: _____
SIGNATURE

Name; Type or Print

Mailing Address:

Company Name

Address

City, State, Zip Code

TELEPHONE: () _____

Email address _____

FEDERAL ID# _____

PROPOSAL CHECKLIST
OTERO COUNTY / PURCHASING DEPARTMENT

Did You:

- Include One (1) original and (3) three, copies of the proposal
- Sign and notarize the “Non-Collusion Affidavit” form.
- Sign the Campaign Contribution Form
- Include a List of clients of same or similar projects
- Acknowledge all addenda
- Review all clarifications/questions/answers
- Deliver your sealed proposal to Otero County Purchasing Department, 1101 New York Ave, Room 118, Alamogordo, New Mexico 88310, on or before , **JULY, 17, 2019, 4:00 pm (local time).**
- clearly mark your proposal with **RFP 19-043 INMATE MEDICAL SERVICES CONTRACT FOR OTERO COUNTY DETENTION CENTER JULY 17, 2019 @ 4:00 PM** on the front of the envelope or box

If not completed as required, your proposal may be deemed non-responsive.

Contact the Purchasing Department immediately if any portion is missing. This form is for your information only and does not need to be submitted with your proposal

