REQUEST FOR PROPOSAL
WELD COUNTY, COLORADO
1150 O STREET
GREELEY, CO  80631

DATE: SEPTEMBER 6, 2019
PROPOSAL NUMBER: B1900131
DESCRIPTION: INMATE MEDICAL SERVICES
DEPARTMENT: SHERIFF’S OFFICE
MANDATORY PRE-PROPOSAL CONFERENCE DATE: SEPTEMBER 18, 2019 @ 9:00 AM (MDT)
OPENING DATE: OCTOBER 11, 2019 @ 10:00 AM (MDT)

1.   NOTICE TO VENDORS:

The Board of County Commissioners of Weld County, Colorado, by and through its Controller/Purchasing Director (collectively referred to herein as, “Weld County”), wishes to purchase the following:

INMATE MEDICAL SERVICES

A mandatory pre-proposal conference will be held at 9:00 AM (MDT), on September 18, 2019, at the Weld County Sheriff’s Office North Jail Complex 2 East Training Room located at 2110 O Street, Greeley, CO 80631. Vendors must participate and record their presence at the pre-bid conference to be allowed to submit proposals.

Proposals will be received at the Office of the Weld County Purchasing Department in the Weld County Administrative Building, 1150 O Street, Room #107, Greeley, CO 80631 until: 10:00 AM (MDT) on October 11, 2019 (Weld County Purchasing Time Clock).

PAGES 1 – 8 OF THIS REQUEST FOR PROPOSALS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN PAGES 1-8 MAY BE APPLICABLE FOR EVERY PURCHASE. PROPOSAL SPECIFICS FOLLOW PAGE 8.

2.   INVITATION TO PROPOSE:

Weld County requests proposals for the above-listed merchandise, equipment, and/or services. Said merchandise and/or equipment shall be delivered to the location(s) specified herein.

Proposals shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the vendor will expect the Weld County to pay if awarded the proposal.

You can find information concerning this request at two locations: On the Weld County Purchasing website at https://www.weldgov.com/departments/purchasing/bids_proposals located under “Bids / Proposals / Tabulations”. And, on the Bidnet Direct website at www.bidnetdirect.com. Weld County Government is a member of BidNet Direct. BidNet Direct is an on-line notification system which is being utilized by multiple non-profit and governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.

Proposal Delivery to Weld County – 2 methods:

1.   Email. Emailed proposals are preferred. Proposals may be emailed to: bids@weldgov.com. Emailed proposals must include the following statement on the email: “I hereby waive my right to a sealed proposal”. An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the proposal is requested, you must submit/mail hard copies of the proposal.
2. **Mail or Hand Delivery.** Mailed (or hand delivered) proposals should be sent in a sealed envelope with the proposal title and proposal number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107, Greeley, CO 80631. 

Please call Purchasing at 970-400-4222 or 4223 if you have any questions.

3. **INSTRUCTIONS TO VENDORS - INTRODUCTORY INFORMATION:**

Proposals shall be typewritten or written in ink on forms prepared by the Weld County Purchasing Department. Each proposal must give the full business address of vendor and be signed by him with his usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the proposal of the individual signing. When requested by the Weld County Controller/Purchasing Director, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Vendor. All corrections or erasures shall be initialed by the person signing the proposal. All vendors shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this proposal as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the proposal forms shall be suitably filled in. Vendors are required to use the Proposal Forms which are included in this package and on the basis indicated in the Proposal Forms. The Proposal must be filled out completely, in detail, and signed by the Vendor.

Late or unsigned proposals shall not be accepted or considered. It is the responsibility of the vendor to ensure that the proposal arrives in the Weld County Purchasing Department on or prior to the time indicated in Section 1, entitled, "Notice to Vendors." Proposals received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Controller/Purchasing Director for the premature opening of a proposal not properly addressed and identified. Proposals may be withdrawn upon written request to and approval of the Weld County Controller/Purchasing Director; said request being received from the withdrawing vendor prior to the time fixed for award. Negligence on the part of a vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been awarded. Vendors are expected to examine the conditions, specifications, and all instructions contained herein, failure to do so will be at the vendors’ risk.

In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County vendors in all cases where said proposals are competitive in price and quality. It is also understood that Weld County will give preference to suppliers from the State of Colorado, in accordance with C.R.S. § 30-11-110 (when it is accepting proposals for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of Weld County). Weld County reserves the right to reject any and all proposals, to waive any informality in the proposals, to award the proposal to multiple vendors, and to accept the proposal that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The proposal(s) may be awarded to more than one vendor.

In submitting the proposal, the vendor agrees that the signed proposal submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to, product specifications and scope of services), the successful vendor’s response, and the formal acceptance of the proposal by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the proposal by Weld County. The County may require a separate contract, which if required, has been made a part of this RFP.

4. **SUCCESSFUL VENDOR HIRING PRACTICES – ILLEGAL ALIENS:**

Successful vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful vendor will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S.
§8-17.5-102(5)(c). Successful vendor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Successful vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful vendor shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Successful vendor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful vendor shall notify the subcontractor and County within three (3) days that Successful vendor has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful vendor shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful vendor shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Successful vendor participates in the State of Colorado program, Successful vendor shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Successful vendor has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Successful vendor shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee, and shall comply with all of the other requirements of the State of Colorado program. If Successful vendor fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Successful vendor shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Successful vendor receives federal or state funds under the contract, Successful vendor must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Successful vendor operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

5. GENERAL PROVISIONS:

A. Fund Availability: Financial obligations of Weld County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By acceptance of the proposal, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. Trade Secrets and other Confidential Information: Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the information at the top the word, “CONFIDENTIAL.” However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL”, staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA, and disclose those portions staff determines are not protected from disclosure. Weld County staff will not be responsible for redacting or identifying Confidential information which is included within the body of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.
C. **Governmental Immunity:** No term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

D. **Independent Contractor:** The successful vendor shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract. Neither the successful vendor nor any agent or employee thereof shall be deemed to be an agent or employee of Weld County. The successful vendor and its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through Weld County and Weld County shall not pay for or otherwise provide such coverage for the successful vendor or any of its agents or employees. Unemployment insurance benefits will be available to the successful vendor and its employees and agents only if such coverage is made available by the successful vendor or a third party. The successful vendor shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to the contract. The successful vendor shall not have authorization, express or implied, to bind Weld County to any agreement, liability or understanding, except as expressly set forth in the contract. The successful vendor shall have the following responsibilities with regard to workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, and (b) provide proof thereof when requested to do so by Weld County.

E. **Compliance with Law:** The successful vendor shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law:** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. **No Third-Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under the contract shall be an incidental beneficiary only.

H. **Attorney’s Fees/Legal Costs:** In the event of a dispute between Weld County and the successful vendor, concerning the contract, the parties agree that Weld County shall not be liable to or responsible for the payment of attorney fees and/or legal costs incurred by or on behalf of the successful vendor.

I. **Disadvantaged Business Enterprises:** Weld County assures that disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

J. **Procurement and Performance:** The successful vendor agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project. The successful vendor shall further be responsible for the timely completion, and acknowledges that a failure to comply with the standards and requirements outlined in the Proposal within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement.

K. **Term:** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until successful vendor’s completion of the responsibilities described in the Proposal.

L. **Termination:** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.
M. **Extension or Modification:** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by the successful vendor shall be the basis for additional compensation unless and until the successful vendor has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder.

N. **Subcontractors:** The successful vendor acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful vendor. The successful vendor shall not enter into any subcontractor agreements for the completion of this Project without County's prior written consent, which may be withheld in County's sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. The successful vendor shall require each subcontractor, as approved by County and to the extent of the Services to be performed by the subcontractor, to be bound to the successful vendor by the terms of this Agreement, and to assume toward the successful vendor all the obligations and responsibilities which the successful vendor, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by the successful vendor and the successful vendor shall cooperate in such process. The successful vendor shall be responsible for the acts and omissions of its agents, employees and subcontractors.

O. **Warranty:** The successful vendor warrants that services performed under this Agreement will be performed in a manner consistent with the standards governing such services and the provisions of this Agreement. The successful vendor further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications.

The vendor warrants that the goods to be supplied shall be merchantable, of good quality, and free from defects, whether patent or latent. The goods shall be sufficient for the purpose intended and conform to the minimum specifications herein. The successful vendor shall warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests.

Service Calls in the First One Year Period: The successful vendor shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by Weld County, Colorado, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to Weld County.

Vendor shall submit with their proposals the following information pertaining to the equipment upon which the proposals are submitted:

1. Detailed equipment specifications to include the warranty.
2. Descriptive literature.

P. **Non-Assignment:** The successful vendor may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by the successful vendor to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of the successful vendor hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

Q. **Interruptions:** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

R. **Non-Exclusive Agreement:** This Agreement is nonexclusive and County may engage or use other contractors or persons to perform services of the same or similar nature.
S. Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507. The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of the successful vendor’s services and the successful vendor shall not employ any person having such known interests. During the term of this Agreement, the successful vendor shall not engage in any in any business or personal activities or practices or maintain any relationships which actually conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by the successful vendor to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of the successful vendor nor any member of the successful vendor's family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises the successful vendor’s operations, or authorizes funding to the successful vendor.

T. Severability: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

U. Binding Arbitration Prohibited: Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the contract or incorporated herein by reference shall be null and void.

V. Board of County Commissioners of Weld County Approval: This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

W. Compensation Amount: Upon the successful vendor’s successful completion of the service, and County’s acceptance of the same, County agrees to pay an amount no greater than the amount of the accepted proposal. The successful vendor acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by the County’s delegated employee, or by formal resolution of the Weld

X. Taxes: County Board of County Commissioners, as required pursuant to the Weld County Code. County will not withhold any taxes from monies paid to the successful vendor hereunder and the successful vendor agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement. Contractor shall not be entitled to bill at overtime and/or double time rates for work done outside of normal business hours unless specifically authorized in writing by County.

6. INSURANCE REQUIREMENTS:

Insurance and Indemnification. Contract Professionals must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Contract Professionals shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A” VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Controller/Purchasing Director by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, County must be notified by the Contract Professional. Contract Professional shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Contract Professional to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Professional. The County in no way warrants that the minimum limits
contained herein are sufficient to protect them from liabilities that might arise out of the performance of the work under this Contract by the Contract Professional, its agents, representatives, employees, or subcontractors. The Contract Professional shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contract Professional is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The Contract Professional shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Any modification to these requirements must be made in writing by Weld County.

The Contract Professional stipulates that it has met the insurance requirements identified herein. The Contract Professional shall be responsible for the professional quality, technical accuracy, and quantity of all services provided, the timely delivery of said services, and the coordination of all services rendered by the Contract Professional and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

**INDEMNITY:** The Contract Professional shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or willful acts or omissions of Contract Professional, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers’ compensation law or arising out of the failure of the Contract Professional to conform to any statutes, ordinances, regulation, law or court decree. The Contract Professional shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of the Contract Professional in its methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker’s Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the Contract Professional will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contract Professional agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contract Professional for the County. A failure to comply with this provision shall result in County’s right to immediately terminate this Agreement.

**Types of Insurance:** The Contract Professional shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

**Workers’ Compensation Insurance** as required by state statute, and Employer’s Liability Insurance covering all of the Contract Professional’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a Contract Professional or subcontractor is exempt under Colorado Workers’ Compensation Act., **AND** when such Contract Professional or subcontractor executes the appropriate sole proprietor waiver form.

**Commercial General Liability Insurance** shall include bodily injury, property damage, and liability assumed under the contract.

- $1,000,000 each occurrence;
- $1,000,000 general aggregate;
- $1,000,000 Personal Advertising injury

**Automobile Liability:** Contract Professional shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

**Professional Liability (Errors and Omissions Liability)**
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract. Contract Professional shall maintain limits for all claims covering wrongful acts,
errors and/or omissions, including design errors, if applicable, for damage sustained by reason of or in the course of operations under this Contract resulting from professional services. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contract Professional warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Minimum Limits:

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Contract Professionals shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the related Request for Proposal.

Proof of Insurance: County reserves the right to require the Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required by the County's Risk Administrator in his sole discretion.

Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Contract Professional’s insurer shall name County as an additional insured.

Waiver of Subrogation: For all coverages, Contract Professional’s insurer shall waive subrogation rights against County.

Subcontractors: All subcontractors, independent Contract Professionals, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Contract Professional. Contract Professional shall include all such subcontractors, independent Contract Professionals, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Contract Professional agrees to provide proof of insurance for all such subcontractors, independent Contract Professionals, sub-vendors suppliers or other entities upon request by the County.

The terms of this Agreement are contained in the terms recited in this Request for Proposal and in the Response to the Proposal each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.
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Introduction

The Weld County North Jail Complex is located at 2110 O Street, Greeley, Colorado. It is a county jail holding only secure, adult inmates and can, at times but extremely rarely, hold a small number of juvenile inmates transferred to adult court, i.e. direct file juveniles. The Weld County North Jail Complex is largely a direct supervision facility posting deputies in most housing units twenty-four hours a day. Every deputy is trained in Cardio Pulmonary Resuscitation, basic First Aid and the use of an Automated Electronic Defibrillator.

The Weld County North Jail Complex initially opened in 1997 and has a current designed capacity of 959 beds distributed on two levels within approximately 260,000 square feet of structure. There are twenty-five housing units (varying in size) and one booking area included in this structure.

The number of inmates in secure custody is dynamic and may fluctuate rapidly within a 24-hour period. The average adult daily population (ADP) for the year 2018 ranged from a peak of 778 to a low of 718. There was an average of 759 persons in custody during this 12-month period. Of that number, 605 (80%) were adult men, and 154 (20%) were adult women. The 2020 projected ADP is 803 of similar gender composition.

There were 12,330 jail admissions in 2018. There have been 7,414 admissions from January 1, 2019 through July 31, 2019. Of those 12,330 admitted in 2018, 29.2% were released from custody within 24-hours. Of the 12,330 admissions in 2018, 3,257 (26.4%) were adult women and 9073 (73.6%) adult men.

The current Weld County North Jail Complex structure has two combined medical examination and dental operatory areas. Each area includes multiple examination rooms equipped to see patients, a pharmacy room and a dental operatory with dental x-ray. One of the medical areas includes two negative airflow, locked cells. Medical examination and dental facilities are duplicated within the facility to reduce the time and distance for med pass and inmate movement to and from clinic appointments.

The Weld County Sheriff’s Office is in the process of constructing a new wing which is projected to be completed by the end of 2020. This new wing will allow for 381 additional beds in ten additional general population housing units, two intake units, a medical housing unit, and two close observation units. This new wing will also have an additional medical clinic area which includes a dental area.

Additionally, the Weld County Sheriff’s Office is in the process of constructing a Booking Substation within the current structure of the Del Camino Substation at 4209 Weld County Road 24 ½ Longmont, CO. This new Booking Substation is projected to be operational January 1, 2020 with hours of operation for ten hours a day seven days a week. This facility has the potential to be a twenty-four hour a day operation serving the municipalities in Southern Weld County at or within a year of opening.
Weld County Sheriff's Office Detentions Mission Statement

To accept and lawfully hold prisoners in a safe, humane, wholesome environment that returns people to the community better, or no worse than they arrived.

General Requirements

The intent of this Request for Proposal (RFP) is to procure a high quality, comprehensive and all-inclusive health care delivery system for all inmates at the Weld County North Jail Complex. The following general requirements will be met:

- All medical care provided at the Weld County North Jail Complex shall be reasonably consistent with the same standard of medical care available to the general Greeley, CO community.
- While the facility no longer participates in the National Commission for Correctional Health Care accreditation program, health care delivery will be guided by NCCHC accreditation standards.
- Maintain complete and accurate records of all medical, dental and mental health care. Health services statistics will be collected, analyzed and distributed on a regular basis and as needed to appropriate agency administrative personnel.
- Maintain an open and collaborative relationship between Weld County Sheriff’s personnel and contractor personnel.
- Maintain a multidisciplinary approach by medical, mental health and Detentions staff to provide effective suicide prevention and mental health services.
- The continuation of current prescriptions from a private physician or psychiatric facility for new inmate admissions is determined by efficacy and continuity of care rather than an inflexible formulary and/or cost. Psychotropic medications prescribed to an inmate while in custody at the Colorado Mental Health Institute psychiatric facility shall not be substituted or modified and must be immediately available when the inmate returns from that facility to the Weld County North Jail Complex.
- Community reentry planning for some at-risk inmates may include the need for additional prescription medication when an inmate is released to allow a reasonable opportunity for the inmate to connect with community care providers.
- CorEMR shall be the electronic medical records system that is utilized at the Weld County North Jail Complex in the delivery of all medical services and the subsequent documentation of such services.
- Retention of current medical staff is a high priority for the County. It is expected that potential providers will offer competitive wages for current staff that, at a minimum, meet their current pay rate and shift differential rate.

Minimum Qualifications

To be considered, the bidder must meet the following minimum qualifications:

1. The bidder must be organized for the purpose of providing health care services and have previous experience with proven effectiveness in administering correctional health care programs.
2. The bidder must be incorporated and must have legal authority to operate in the State of Colorado. Evidence of such authority will be made available for review upon request by Weld County.
3. The bidder must have at least five (5) continuous years of corporate experience in providing health care services at correctional facilities and have at least three (3) current contracts with separate agencies with correctional facilities of at least 500 beds.
4. The bidder must carry professional liability insurance in minimum amounts of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate annually. The bidder must carry separate liability insurance covering bodily injury, personal injury and property damage in the amount of One Million Dollars ($1,000,000) combined single limit. The bidder must carry Workman's Compensation as required by Colorado law.
The successful bidder shall furnish Weld County with Certificates of Insurance for the foregoing coverages that designate Weld County as an additional insured not later than the date of commencement of services. Said Certificates of Insurance shall include a provision wherein the coverage shall not be canceled, terminated or otherwise modified without 60 days prior written notice provided to Weld County.

5. The bidder must have demonstrated its experience and the quality of its care by having maintained or obtained the accreditation of the National Commission on Correctional Health Care (NCCHC) in a minimum of three (3) jails and or prison facilities with at least one of which is a size comparable to the Weld County Jail.

6. The bidder must demonstrate its ability to provide a health care system specific to the Weld County Jail. The bidder must demonstrate current capability to successfully complete the transition to full operation within thirty (30) days, a proven system of recruiting staff, and an adequate support staff in its central office capable of competently supervising and monitoring its operation in Weld County.

**Contract Period and Pricing**

The initial contract period shall commence on January 1, 2020 and, subject to the satisfaction and concurrence of both parties, renew annually each year thereafter through December 31, 2022 (a 3-year period). The initial contract period may be extended annually with the concurrence of both parties thereafter for two additional one-year periods (up to 5 years total).

Only pricing for the 2020 budget year to provide specified health care services to an average of 803 inmates and appropriate medical screening/service coverage for the Booking Substation should be submitted in response to this RFP. Pricing for future budget years will be limited to changes in the average daily jail census projections and the Mountain Census Division index rate 12-month change at the end of September of each current budget year. The Mountain Census Division index increase shall not exceed 5%.

"Outside medical cost" is defined as the net cost actually paid by the vendor less any discounts or other considerations negotiated independently between an outside medical service provider and the vendor. The jail medical provider is responsible to insure the cost of outside medical services is paid in accordance to Colorado Revised Statutes §17-26-104.5(1.3).

All proposals shall reflect outside medical cost at a maximum of $125,000 and a maximum of $50,000 for HIV/AIDS related drugs. Pharmaceutical costs will include all OTC (over-the-counter) and controlled drugs including psychotropic medications.

Pricing must clearly state an annual total price for the delivery of all medical, dental, and psychiatric services inclusive of all related service delivery costs necessary to comply with the requirements and specifications within this RFP. Bidders will submit the annual, total price based upon an average inmate census of 803 in the first year at the Weld County North Jail Complex and Booking Substation. However, pricing shall also include specific, contingency pricing changes that will result from unforeseen material changes to the estimated 803 average inmate census.

All proposals must clearly indicate any increased progressive costs associated with the addition of the new jail wing’s census, medical/dental clinic facilitation and the basis for such increase/s.

All proposals must clearly indicate any increased costs associated with providing appropriate medical screening/services at the new Booking Substation should this operation increase to 24 hours a day seven days a week.

Pricing must clearly indicate all costs associated with the maintenance of CorEMR, any licensing, storage or other costs associated with this operating system.

The vendor will submit a monthly invoice to Weld County for 1/12th of the total annual price. The monthly invoice will include the itemized cost of HIV/AIDS related drugs and/or outside medical costs.
Submittal Requirements and Evaluation for All Proposals

Proposals need not be in any particular form. All proposals, however, must contain the following specific information:

1. Sufficient information concerning the program for Weld County to evaluate whether or not the bidder meets “minimum qualifications” for all bidders. Bidders should avoid elaborate artwork and graphics, bulky volumes or any other artifice that does not directly affect the contents of the proposal.

2. All proposals must demonstrate that the bidder has the ability to comply with the scope of this RFP, mandatory requirements, specifications and program requirements, and in particular, the most current Standards for Health services in Jails, established by the National Commission on Correctional Health Care as well as the American Correctional Association.

3. Additionally:
   a. All proposals must list by name, address, phone and Contract Administrator all correctional institutions where bidder is providing medical care and the length of time that each contract has been in effect.
   b. All proposals must list by name, address, phone and Contract Administrator all correctional institutions where bidder has maintained or obtained an accreditation of the National Commission on Correctional Health Care or other recognized body.
   c. All proposals must list by name, address, phone and Contract Administrator all correctional institutions where bidder has terminated services, been terminated or lost a renewal as the incumbent in the past three years.
   d. List and explain in detail all lawsuits involving inmates that were settled and/or in which judgment was made against the bidder or affiliated companies.

4. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Colorado stating its willingness to insure the bidder pursuant to the terms of this RFP.

5. Audited financial statements for both the prior and most recent fiscal year are required to support the bidder’s financial capability to undertake and complete the performance of this RFP.

Evaluation of Proposals

An Evaluation Committee appointed by the Detentions Division Captain of the Weld County Sheriff’s Office will evaluate each proposal. The Evaluation Committee will make recommendations to the Weld County Sheriff and the Board of Weld County Commissioners. The Board of Weld County Commissioners will make its award of bid to the successful bidder, which award will be subject to the finalization of agreement.

The Evaluation Committee will be guided by the following point system based upon a maximum of 100 total points:

Pricing.......................................................................................... 0 to 25 points
Staffing........................................................................................ 0 to 30 points
Technical...................................................................................... 0 to 25 points
Qualifications............................................................................... 0 to 10 points
Functional Jail Compatibility.................................................... 0 to 10 points
In computing points for each of the above four general criteria, the Evaluation Committee will consider the following:

1. **Basic Requirements**: Initially, the proposal will be examined to determine if it “qualifies” in that it meets the basic requirement for consideration. This review will pertain to such matters as adequate responsiveness to the RFP, necessary signatures, completeness, and clarity with respect to such essential factors as price. Failure of the proposal to meet the basic requirements of a proposal may disqualify it from further consideration.

2. **Evaluation of Qualifying Proposals**: Having determined that a proposal meets the basic requirements, the Evaluation Committee will then evaluate it with respect to each of the following elements:

   A. **Pricing (Maximum 25 points)**: The stated lump sum base price for full performance in meeting the requirements of the RFP will be of major consideration under this category. The Evaluation Committee may also refer to budget information provided and consider how costs relate to the jail census, how material changes in the jail census may affect the cost, and how costs project for a second and third year contract extension. Additionally, any potential increased costs associated with a progressively increasing jail census as it relates to the new wing and the 24 hour operation of the Booking Substation will be considered.

   B. **Staffing (Maximum 30 points)**: The Evaluation Committee will consider what is proposed as a staffing pattern for the Weld County North Jail Complex and Booking Substation. Considerations will include: staff coverage, levels and staffing patterns related to physician, psychiatrist, mid-level providers, RNs and LPNs, dentist, dental assistants and hygienists, in-house specialists, and support staff. The proposed coverage for each staff level, days, hours, nights and weekends, full or part time is part of that consideration. The levels of capabilities of on-site medical and administrative supervisors and the use of off-site professional assistance (specialists and consultants) will also be considered. Competitive wages will also be considered here.

   C. **Technical (Maximum 25 points)**: The Evaluation Committee will take into account the bidder’s understanding and support for the current medical, mental health and dental services delivery system the Weld County North Jail Complex and the commitment to generally comply with NCCHC and ACA medical standards. The Evaluation Committee will review the proposal for its completeness, how the Provider will approach the task of initiating and fully implementing its program, if proposed, utilization and continuity plan for electronic medical records, if proposed, utilization and continuity plan for electronic pharmacy, if proposed, and the totality of the health care delivery system including how desired results will be attained. In all, the proposal’s clarity, depth and understanding of issues, completeness of program, and demonstration of assurance of performance as to quality and efficiency will be weighted when scoring this category.

   D. **Qualifications (Maximum 10 points)**: Included in this criterion of the evaluation will be: Length of time bidder has been in the business of providing health care services in the jail/correctional setting; current and recent history of bidder's past performance of a similar nature to the performance offered in response to the RFP; any evidence submitted (letters of reference) or readily attainable regarding the quality of past performance and the reliability of responsiveness of the bidder; the apparent capabilities of the bidder to perform well in the execution of its obligations under a contract with Weld County as evidenced by its leadership and management personnel, size of organization, length of time in business, past performance, and other current contractual obligations defining the bidder's capability to undertake and successfully fulfill the obligations proposed to be undertaken by its submission of a proposal in response to this RFP.

   E. **Functional Jail Compatibility (Maximum 10 Points)**: This criterion is an assessment of the fit between the bidder’s overall proposal and transition planning with the organizational culture and business practices. The evaluation will consider the organization, approach, comprehensiveness, steps, specific benchmarks, attainment dates and progress reporting of the transition plan, the demonstration of commitment to effectively integrate into the organizational culture including, but
not limited to, mental health and overall service collaboration, impact to facility staff resources, existing facility programming and scheduling, cooperation, problem solving and resolution of conflict.

General Terms and Conditions

Performance Bond

The selected bidder must maintain a Performance Bond in the amount of the annual total cost of the contract. The Performance Bond for the first year shall be submitted to the County within 30 days after notice of award. The Performance Bond may be in the form of a certified check payable to the County, or may be in the form of a Surety Bond from a company qualified to do business in the State of Colorado. The costs for the bonds must be included in the proposed total bid amount.

Agreements of Understanding

Copies of clearly defined, written agreements of understanding (entered into by the Provider and its provider or supplier) for medical or health services, such as: physician service, psychiatric service, nurse service, dental service, hospital service, medical specialty service, mental health service, pharmacy, optometry, laboratory, radiology, ambulance, or other health services shall be provided to the County for its files.

Subcontracts

The Board of Weld County Commissioners must approve, in advance; all subcontracts entered into by the Provider for the purpose of completing the provisions of this RFP. The Provider shall not sell, assign, transfer, nor convey any of its rights except with the written consent of the County.

Alterations to Agreement

Any alterations, variations, modifications, or waivers of the provisions of a subsequent Agreement will be valid only if they are reduced to writing, duly signed by the parties and attached to the original Agreement.

Proposal Obligation

The contents of the proposal and any clarifications thereto submitted by the successful bidder shall become part of the contractual obligation and incorporated by reference into the ensuing contract. All terms and conditions printed in this RFP will also become part of the Agreement for Services incorporated by reference into an ensuing Agreement.

Proposal Ideas and Concepts

Weld County reserves the right to adopt or to use for its benefit and without obligation, any concept, plan, or idea contained in a proposal submitted in response to this RFP unless stamped proprietary information and not for duplication, except in the context of duplication for contractual reasons.

Immunity from Liability

The provider shall assume full responsibility for and shall indemnify Weld County for any damage to or loss of any County property, including buildings, fixtures, furnishings, equipment, supplies, accessories, or parts resulting in whole or part from any negligent acts or omissions of the provider, any subcontractor of the provider, or any employee, agent, or representative of the provider or said subcontractor.

The provider shall defend, hold harmless, and indemnify Weld County against any and all liability, claims, costs of whatsoever kind and nature for injury to or death of any person or persons and for loss of damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service,
operations, or performance of work under the terms of the contract between the provider and Weld County, any subcontractor of the provider, or any employee, agent, or representative of the provider or said subcontractor.

Third Party Reimbursement

In the event that outside health services provided under the contract are covered by third party payments, including but not limited to worker’s compensation, insurance companies, and Medicaid/Medicare (including any changes that may result from future health care regulatory changes), and the Provider receives reimbursement from such entities, the amount paid to the Contractor shall be netted against any individual maximum cost per inmate aggregate as specified in the Agreement. After the aggregate is exceeded, the Contractor shall continue to seek reimbursement from such entities, and such payments shall be paid to the County, subject to reasonable administrative fees. The County agrees to facilitate this effort and to make available to the Provider necessary records and information for processing such claims.

Reimbursement for Services

All costs incurred in the preparation of a proposal responding to this request for proposal (RFP) will be the responsibility of the provider and will not be reimbursed by the County. Weld County, through the Weld County Sheriff, shall pay the Provider for the provision of designated services during the term of a subsequent Agreement, in the amount of the proposal or other agreed upon sum as documented in the Agreement, in equal monthly payments and/or in the amount of monthly invoices. Any amount in excess of the annual maximum for outside medical services or HIV/AIDS medications, shall be itemized on monthly invoices. Invoices shall be submitted monthly to the Contract Administrator identified in any resulting Agreement. Invoices shall be upon forms approved by the County.

Contract Monitoring

The County shall have the unfettered right to monitor the Provider’s work in every respect. In this regard, the Provider shall provide its full cooperation, and ensure the cooperation of its employees, agents, and subcontractors. Further, the Provider shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, continuing education and training records, and any other data, records and accounts relating to the Provider’s work and performance under the Agreement. In the event the Provider does not hold such material in its original form, a true copy shall be provided.

No Third-Party Beneficiary

It is expressly understood that the entire Agreement for Services is between the County and Provider and supersedes any other Agreements concerning the subject matter of this transaction whether oral or written. It is expressly understood and agreed that the enforcement of the terms and conditions of an Agreement for Services, and all rights of action relating to such enforcement, shall be strictly reserved to the Agreement signatories and nothing contained or in the Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the signatories to the Agreement that any entity other than the signatory parties receiving services or benefits under the Agreement, with the exception of potential changes that may be the result of related regulatory requirements in the future, shall be deemed an incidental beneficiary only.

Notices

Any notice provided for in a subsequent Agreement for Services shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, postage prepaid, at the addresses set forth in the Agreement until such time as written notice of a change is received from the party wishing to make a change of address. Any notice so mailed and any notice serviced by personal delivery shall be deemed delivered and effective upon receipt. This method of notification will be used in all instances except for emergency situations when immediate notification to the parties is required.
Permits and Licenses

1. All permits and licenses required by Federal, State or local laws, rules and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the contract shall be secured and paid for by the Provider. Examples of specific licenses, fees, permit and certifications secured and paid for by the Provider include, but are not limited to, the following:

   A. Drug Enforcement Administration License
   B. State Board of Pharmacy Outlet License

2. The Provider agrees to pay all applicable taxes, including sales and excise taxes, and shall keep current all necessary licenses, permits and certifications necessary to fulfill the terms and conditions of the Agreement.

3. The Provider agrees to promptly notify Weld County in the event of revocation or suspension of employer/employee license or certification. In the event of such revocation or suspension, continuation of purchase of services by Weld County shall be at the discretion of Weld County.

Contaminated Waste

The Provider shall be responsible for the disposal of all infectious or hazardous waste. The material must be removed from the facility and disposed of as regulated by federal, state and local laws. All costs related to the removal and disposal shall be at the expense of the Provider.

Termination of Agreement

1. Mutual Termination of Agreement

   A. If either party fails to fulfill its obligations under a subsequent Agreement in a timely and proper manner, or if either party violates any material covenant, agreement, or stipulation of the Agreement, the party shall thereupon have the right to terminate the Agreement by giving written notice to the other party of termination which will occur no less than 30 calendar days after the date of notice. The notice shall specify the effective date of the termination, and the reasons therefore, unless the party to whom notice is given cures the breach to the satisfaction of the party giving notice prior to the effective date of termination.

   B. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of a subsequent Agreement by the Provider and the County may withhold any payments to the Provider, in an amount reasonably calculated to equal the estimated damages, for the purpose of setoff until such time as the exact amount of damages to the County from the provider is determined.

2. Termination for Convenience of the County

   The County may terminate a subsequent Agreement at any time by giving written notice to the Provider of termination which will occur no less than 60 calendar days after the date of notice and specify the effective date thereof.

3. Records and Documentation Remain the Property of the County

   All medical and other records, policies and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort electronic or otherwise, developed for or used in the operation of the Health Care Program under a subsequent Agreement, shall be the property of the County and, at the termination of the Agreement, remain the property of the County without further obligation.
Nonperformance of Agreement

Neither party to the subsequent Agreement shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delay or defaults caused by - public carriers which cannot reasonably foreseen or provided for. Either party may terminate this contract, effective with the giving of written notice, after determining that such delay will reasonably prevent a successful completion of performance in accordance with the terms herein stated. If this contract is terminated, the obligation of County shall be limited to payment for services provided prior to the date of termination.

SPECIFICATIONS AND PROGRAM REQUIREMENTS

Administrative Requirements

1. A singular designated physician health authority (Medical Director) with responsibility for assuring the appropriateness and adequacy of inmate health. The proposal should address what the Medical Director's responsibilities will be in regards to: In Service Training, Quality Assurance and Recruitment. The proposal should also address what part of on-site time provided by the Medical Director will be committed to Administrative Duties, Direct Care, and Involvement in Quality Assurance.

2. A full-time, on site Health Services Administrator, R.N., shall be provided who shall have the general responsibility for the successful delivery of health care pursuant to this solicitation and final contract. The Provider shall indicate the qualifications of as well as the range and scope of the responsibilities and activities of this position.

3. The jail physician(s) (Medical Director), Psychiatrist, Dentist, Health Services Administrator and other on-site, licensed, professional staff shall not have a fiduciary or proprietary interest in the Provider's company.

4. The Provider shall, upon request, provide to the County proof of licenses and/or certificates for all professional staff. In addition, malpractice insurance must be on file for all physicians, psychiatrists, and Nurse Practitioners/Physician Assistants, and other employees, if applicable.

5. Copies of staffing schedules encompassing all health care staff are to be submitted to the Contract Administrator on the tenth (10th) of each month for the upcoming month. Daily updates should be made available when there are schedule changes.

6. Monthly and daily statistics will be required as follows:
   - A statistical report with narrative on noteworthy accomplishments or events will be due on the fifth calendar day of each month to the Contract Administrator that includes, but is not limited to, the following:
     - Inmates seen at scheduled clinics
     - Inmates seen by physician
     - Inmates seen by psychiatrist
     - Inmates seen by dentist
     - Inmates seen by physician extender(s)
     - Medical specialty consultation referrals
     - Off-site hospital admissions
     - Inmate injuries
     - Emergency Room visits
     - Intake medical screening
     - Trusty physicals
     - Fourteen (14) day health assessments
     - Lab Work
     - All vacancies by position, number of days vacant and new hires by name
Documented Hours of Providers
HIV costs
Off site medical costs

- A daily report of the previous twenty-four (24) hours shall be available to the Contract Administrator (Saturday and Sunday reports may be available Monday morning). The daily report must include, but is not limited to, the following data:

  Number, name and hours delinquent for 8 hour admission medical screening
  Number and name of trusty applicant physicals delinquent after 24 hours of referral
  Number, name and number of days delinquent for 14-day health assessments
  Number, name, prognosis and projected length of stay for each inmate admitted to the hospital
  Amount and type of prescribed medication accepted from sources other than pharmacy
  Transfers to off-site hospital emergency departments
  Communicable disease reporting
  Suicide assessments and/or staffing committee reviews completed
  Inmate injuries
  Report of status of inmates in held special jail housing units for medical reasons and basis for continuation
  Staffing by position (LPN, RN, etc.) and hours worked

7. Co-payment transactions are electronically entered by medical staff into the computer corrections management system. A co-payment is a debit to an inmate’s account balance or is added to the inmate’s debt balance. A $10 co-payment is expected from inmates for a medical clinic visit not required by medical or facility staff. A $10 prescription co-payment is expected when prescriptions are filled/renewed. Inmates are not charged co-payments to monitor or adjust the dosage of prescribed medications.

8. Grievances shall be monitored to detect areas of concern. Inmate grievances shall be answered within 72 hours of receipt or the inmate notified when a delay is necessary to fully investigate the complaint. Grievances shall demonstrate and document a legitimate effort to investigate, answer or resolve matters of concern. All grievances and responses shall be included in the inmate’s medical records.

9. The Provider will immediately notify the Contract Administrator when inmates are admitted during normal county business hours to the hospital. Notification will include name, prognosis and projected length of stay. Daily updates will be provided until the inmate is released from the hospital. Voicemail notification after normal county business hours satisfies this requirement.

10. The establishment of a comprehensive quality improvement activity that will monitor the health services provided.

11. The establishment of an infection control activity that monitors the incidence of infectious and communicable diseases, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected.

12. The Provider for medical services shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the Weld County Sheriff’s Office to the extent or degree required by Weld County Sheriff’s Office policies and procedures.

Personnel Requirements

1. Adequate health care personnel required to provide those services listed in this RFP are required. Proposals must show a complete and detailed staffing plan, by degree of competency, which shall provide adequate support for the operation of the health care program. Staffing plans are to include a showing of the total number of employees full (40 hours per week on site) and part-time; position titles and license/certification; reporting order; total number and positions per shift and on holidays. Adequate
health care personnel are required for twenty-four (24) hours, seven (7) days per week to provide inmate health services.

2. Mental health care at the Weld County North Jail Complex is provided by a multidisciplinary collaboration of medical staff, professional counseling staff employed by Weld County and security staff. Licensed professional staff employed by Weld County supervise clinical mental health services provided by facility counseling staff and provide support to medical/psychiatric staff as needed.

The Provider's nursing staff must be trained to the satisfaction of facility professional staff in the use of suicide assessment instruments used by the Weld County Jail. Suicide assessment and prevention training shall be completed within 30 days OR prior to shift assignments outside of normal county business hours. After training, the Provider's nursing staff is expected to perform suicide assessments outside of normal county business hours when necessary.

The Weld County Jail maintains dedicated housing units for inmates with identified special needs and a smaller housing units used for close, direct observation of offenders at high risk of suicide, acute psychiatric conditions and/or medical complications.

3. The Provider’s nursing staff must attend annual ADA training provided and/or coordinated by facility professional staff when offered.

4. Physician services must be sufficient to provide the required needs of the day and assure medical evaluation/follow up within twenty-four (24) hours of post nursing triage referral (including weekends and holidays) but no less than 4.25 hours per week per 100 inmates. A portion of physician services may be provided by physician extenders such as Physician’s Assistants or Nurse Practitioners. In addition, 24-hour physician on-call services with the availability for consultation and the ability to meet the on-site needs are required. A pager/on call service shall be utilized and specified.

5. Psychiatric services for medication, medication review and case consultation must be sufficient to assure review and consultation within 5 days of post, mental health clinician referral (including weekend and holidays) but no less than 8 hours per week.

6. Nursing services must be available to provide for the following:

   A. 24-hour response to the booking area within 10 minutes of an officer's request to evaluate the physical condition of a prisoner and determine if the prisoner's health would be compromised if the prisoner were accepted for admission

   B. 24-hour response to booking area within 10 minutes of an officer's request to medically assess the prisoner's post-acceptance risk when indicated by a preliminary booking process prisoner risk assessment instrument

   C. Documentation of pill counts and inventory of prescription medication if accepted with inmate at booking or when accepted from an entity other than a pharmacy

   D. Dispensing of prescribed medication throughout the facility as may be required (QD, BID, TID and QID). Medication distribution must be completed prior to regular facility mid-day lockdown from noon-1500 hours and the night lockdown from 2230-0530 hours. No county employees will dispense medication

   E. Perform and document mental health/suicide assessments outside of normal county business hours

   F. Completion and documentation of health and mental health histories and risk of suicide for all prisoners in custody within 8 hours of booking

   G. Maintain an emergency response capability 24 hours daily
H. Assisting with inmate health assessments that must be completed within fourteen (14) days after booking unless otherwise indicated by the Contract Monitor and Detentions Captain

I. Assisting with inmate worker (trusty inmate) physicals that must be completed within 24 hours, including weekends or holidays, of a request from Inmate Services Division

J. Documentation an inmate has been notified before a prescription is discontinued or that a clinic visit and co-pay is required before being refilled.

K. Perform sick call triage and follow-up on a daily basis to include weekends and holidays

L. Appropriate and timely response to medical needs and emergencies

M. Physician support services.

7. Dental services shall at a minimum include:

A. Dental sick call services that provide for no more than a ten-day waiting period to be seen

B. Routine services typically performed by the dentist include restorations, extractions, x-rays and treatment of dental emergencies

8. The Provider shall provide sufficient clerical and support staff necessary to meet specifications of the RFP

9. The Weld County Sheriff's Office may request replacement of any vendor personnel when unable to carry out the responsibilities of the contract. The Weld County Sheriff's Office shall approve all appointments to the position of administrator, medical director, and supervising nurses.

10. The Provider shall provide for pharmaceutical services to assure the availability of prescribed medications within eight (8) hours of the order of issue being written. Pharmaceutical services shall be consistent with State and Federal regulations, and must be monitored by a licensed qualified pharmacist. Arrangements shall be made with a local pharmacy for back-up and emergency medications.

11. The Provider shall provide for the purchasing, dispensing, administering and storage of all pharmaceuticals by qualified personnel

12. The Provider shall provide for the recording of the administration of medications in a manner and on a form approved by the health care authority to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate’s ordered medication is not administered and the reason given.

13. All Provider personnel will receive a period of documented orientation including, but not limited to, jail security, zero tolerance of inmate fraternization and sexual abuse, operational and emergency procedures, physical plant, suicide assessment and suicide prevention training approved by the Sheriff. New health care staff will “shadow” and/or receive a minimum of 36 hours of training by existing medical staff prior to working independently on any shift. This rule shall apply to “pool/travel nurses” as well as full time employees of the Provider. The Provider shall be responsible for employee wages and/or overtime necessary to fulfill this requirement.

14. Contractor personnel should be aware that they might, from time to time, be subpoenaed to testify in court regarding medical treatment. Overtime, if any, associated with this obligation is the responsibility of the Contractor.
Care and Treatment Requirements

1. The Provider shall provide for twenty-four (24) hour a day emergency health care services to include on-site emergencies and acute hospital services with one physician or more health care providers.

2. In addition to twenty-four (24) hour emergency services coverage, the hours for routine nurse sick call shall be at levels that allow for all inmates needing medical services to be seen within twenty-four (24) hours from the time of the request for such services.

3. A written manual of standardized policies and defined procedures, approved by the health care authority and the Weld County Sheriff’s Office, must be reviewed at least annually and revised as necessary under the direction of the health care authority and with the approval of the Weld County Sheriff’s Office.

4. The Provider shall provide for necessary laboratory and x-ray services. All abnormal laboratory and x-ray results are to be reviewed and signed by a physician with a follow-up plan of care outlined as needed.

5. The Provider shall provide a program for meeting the special needs of the female population; e.g. pregnancy.

6. The Provider shall provide programs and/or protocols for alcohol and drug withdrawal and inmates that are an imminent risk to the safety of themselves or others as a result of mental illness.

7. The Provider shall provide documented inmate health screening with health history within 8 hours of facility admission or sooner as may be indicated by the booking risk assessment instrument. At a minimum, the screening must include inquiry into:
   
   A. Current illness and health problems including medical, dental, and communicable diseases
   
   B. Medications taken and special health requirements
   
   C. Use of alcohol and drugs, including the types, methods, amounts, frequency, and date/time of last use and history of problems related to withdrawal
   
   D. For women, a history of gynecological problems and pregnancies
   
   E. Observations of behavior, including the state of consciousness, mental status, appearance, conduct, tremors and sweating
   
   F. Notation of body deformities, trauma markings, ease of movement, bruises and jaundice
   
   G. Condition of skin and body orifices, including rashes and infestations, needle marks or other indications of drug abuse
   
   I. Suicide risk factors
   
   J. Psychiatric conditions, past and present

8. The Provider shall examine and provide medical clearance for all inmate workers (trusty prisoners) when requested by the Weld County North Jail Complex staff. The medical clearance process will be completed within 24 hours of receiving the list of inmates to be cleared unless laboratory testing necessarily increases the time required.

9. The Provider shall provide any inmate with one (1) pair of ordinary glasses if prescribed and deemed necessary for minimal function of such inmate by a physician.

10. The Provider will arrange inmate transportation for emergency care. The Sheriff’s Office provides all other transportation relating to the provision of health services with prior notice and coordination.
However, inmates shall not be informed of scheduled appointment dates, times and location of outside providers.

11. The Provider shall promptly notify the on-duty Detentions Sergeant and the Contract Administrator of the need for other than routine medical care of municipal inmates and shall provide documentation of required extraordinary treatment. Municipal inmates requiring extraordinary medical care will be released from custody and referred to obtain appropriate treatment.

12. Non-inmate health services shall be provided in the form of emergency care for staff, contractor, and visitors for the purpose of stabilizing the condition and arranging for transport.

13. The Provider shall provide a total pharmaceutical system for the Weld County North Jail Complex beginning with the Physician’s prescribing, continuity of medications prescribed prior to custody, the dispensing of medication, and the necessary record keeping. The system shall include prescription medications and over-the-counter medications.

All prescription medications shall be prescribed by the responsible physician and shall be administered and dispensed by a licensed nurse. Vendor proposals that include Electronic Pharmacy automated pharmacy management must include all start-up and ongoing costs for all hardware, installation, labor, maintenance and licensing, cabling, and communication within and outside the building shall be included and/or amortized in pricing. Weld County will not be responsible for any additional or ongoing costs associated with electronic pharmacy management not included in pricing of this proposal.

Any proposal that includes electronic pharmacy must include a specific continuity of electronic pharmacy records plan including any associated costs in the event the vendor no longer provides services to Weld County in the future.

14. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Weld County Sheriff’s Office.

15. Inmates shall not be allowed to provide any health care services, including record keeping.

16. The Provider will have a strategic plan to facilitate on-site dialysis treatment.

17. The Provider must be able to establish a MAT program utilizing community agency agreements that they facilitate to deliver such services as approved by the contract monitor and detentions Captain.

Medical Records Requirements

1. A medical record consistent with state regulations and the community standards of practice shall be maintained on each inmate receiving medical care at the Weld County North Jail Complex. These records shall be kept and maintained separate from jail confinement records of the inmate. Medical records are currently maintained electronic medical records with some historical records being paper

The Weld County Sheriff’s Office uses CorEMR and all proposals must include a specific continuity plan to sustain CorEMR. This plan must include all start-up and ongoing costs for all hardware, installation, labor, maintenance and licensing (to include users of the County), cabling, and communication within and outside the building shall be included and/or amortized in pricing. Proposals shall include all costs that may be associated with any changes in state and federal health care regulations. Weld County will not be responsible for any additional or ongoing costs associated with electronic medical records not included in pricing of this proposal.

2. The medical services Provider shall be aware that it has been determined that HIPAA policies and regulations, such as privacy notices, do apply to inmates incarcerated at the Weld County North Jail Complex. Inmate medical information must remain private and confidential from other inmates. The Provider agrees to enter into an Organized Health Care Arrangement (OHCA) with the Weld County Department of Public Health and Environment and local treatment providers, in order to effectuate better
continuity of care of inmates who are released from custody. Once an inmate is released, the inmate’s records are covered by HIPAA and the handling of those records must be in accordance with HIPAA regulations. Therefore, the Provider acknowledges and agrees to comply with HIPAA regulations and Jail policies in the release of medical records for inmates released from custody.

3. Individual health care records will be initiated and updated for every inmate regarding medical, dental, or mental health services received and for services rendered following the inmate’s assignment to a housing area.

4. In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the Provider shall make accessible to the Sheriff, Detentions Division Captain, Contract Administrator, District Attorney, or County Attorney such records and, upon receipt, provide copies.

5. The Provider acknowledges and agrees that all records prepared or acquired by the Provider during performance of services under the contract will immediately become the property of the Weld County Sheriff’s Office.

6. The Provider acknowledges and agrees that all medical chart records prepared or acquired by the Provider during performance of services under the contract will be subject to unannounced chart audits by an outside vendor arranged by Weld County.

7. The Provider acknowledges and agrees to provide copies of audits of utilization, pharmacy and medical chart records of site operations shall be provided to the Contract Administrator.

8. Inmates incarcerated on behalf of the Colorado Department of Corrections may be part of the North Jail Complex inmate population. The Provider shall promptly notify Contract Administrator of the need for other than routine care for such inmates and shall provide documentation of required treatment to the Department of Corrections.

9. The Provider shall prepare health summaries to be sent with inmates being transferred to the Colorado Department of Corrections or other jurisdictions. The health staff will ensure that inmates and health summaries are prepared for all inmates being transferred to other jurisdictions.

10. If an inmate medical record cannot be located within twenty-four (24) hours of a discovered loss, the Contract Administrator shall be immediately notified.

11. Any and all legal actions or requests affecting inmates and/or the medical contract provider must be provided, in writing, to the Contract Administrator within twenty-four hours.

Supplies and Office Equipment

The Provider will provide whatever stock supplies are required to perform under the contract. Said supplies will include, but not be limited to, forms, books, manuals, folders, forms, pharmaceuticals, laboratory fees, needles and sharps, special medical items, testing devices, containers and clinical waste receptacles, inmate information brochures, individual and group materials, gloves and coverings, and disinfectants. Provider will also supply, at its expense, all other supplies required to carry out its performance.

The Provider may use all equipment owned by Weld County in conjunction with that furnished. Basic office furniture to include desks, chairs and file cabinets currently in place will be available for the Provider’s use. The Provider will supply, at its expense, on-site office equipment such as computers, copiers, fax machines, pagers, calculators, and any other computer related hardware mentioned within the RFP.
The Weld County North Jail Complex shall be responsible for the following:

- Voice telephone and long-distance telephone charges necessary for the Provider to provider services within the scope of the Agreement. The County will provide and pay for a language line interpreting services and sign language interpreters when required.

All equipment purchased under the contract shall be the property of the County and shall remain on site at the termination of the contract. All supplies purchased for use in the performance of the contract, shall be the property of the County and shall remain on site at the termination of the contract.

The County shall be responsible for maintenance of all medical and office equipment supplied and owned by the County for use by the Contractor.

Services to Staff

1. Emergency services including first aid, assessment, stabilization and the coordination of transport of employees or visitors who become ill or injured in the Weld County North Jail Complex.

* The successful vendor is required to sign a separate contract (a sample contract is included as a separate attachment.)
The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The proposal proposed herein meets all of the conditions, specifications and special provisions set forth in the request for proposal for Request No. #B1900131.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named vendor for the amount shown on the accompanying proposal sheets.
4. The signed proposal submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to, product specifications and scope of services), and the formal acceptance of the proposal by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the proposal by Weld County.
5. Weld County reserves the right to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The proposal(s) may be awarded to more than one vendor.

FIRM ___________________________________________ BY _____________________________________________
(Please print)
BUSINESS ADDRESS ____________________________________________________ DATE __________________
CITY, STATE, ZIP CODE _________________________________________________________________
TELEPHONE NO ___________________ FAX ______________________ TAX ID # _________________
SIGNATURE ________________________________ E-MAIL ___________________________________

**ALL BIDDERS SHALL PROVIDE A W-9 WITH THE SUBMISSION OF THEIR BID**

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. YOU DO NOT NEED TO SEND BACK PAGES 1 – 8.