

**INMATE MEDICAL SERVICES
FOR OKALOOSA COUNTY JAIL**



BID #: COR 14-13

BID OPENS: APRIL 18, 2013 @ 3:00 P.M.

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m.** (local time) **April 18, 2013**, for **Medical Services for Inmates of the Okaloosa County Dept of Corrections**. Pursuant to copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

At **3:00 p.m.** (local time), **April 18, 2013**. The bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and "**Bid on Medical Services for Inmates of the Okaloosa County Dept of Corrections to be opened at 3:00 p.m., April 18, 2013**". The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

A mandatory pre-bid conference will be held on March 28, 2013 at the Okaloosa County Department of Corrections located at 1200 E. James Lee Blvd, Crestview FL 32536 @ 10:00 a.m. in the Conference Room.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Clerk of Circuit Court
Attn: Gary Stanford
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

//Signed// - _____
Richard L Brannon
Purchasing Director

03/04/2013
Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don R. Amunds
Chairman

**MINIMUM SPECIFICATIONS FOR PROVIDING
COMPREHENSIVE MEDICAL SERVICES FOR
INMATES OF THE OKALOOSA COUNTY DEPT OF CORRECTIONS**

1. SCOPE & INTENT:

A. Okaloosa County is requesting sealed proposals for the provision of comprehensive health care services, health care personnel and program support services for the inmates of the Okaloosa County Department of Corrections.

1. The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical proposals based upon their program that will meet the goals and objectives set forth herein. Proposers should identify any special features/value added components of proposal and describe how the special features/value added components affect base price proposed.

2. Proposals must meet the following criteria:

- a. Florida Model Jail Standards, Florida Corrections Accreditation Commission & National Commission on Correctional Healthcare standards;
- b. Provided by competent credentialed health care professionals;
- c. Managed by professional administrators;
- d. Ensures cost-effective, quality health care results.

B. STATISTICAL INFORMATION:

1. Booking Information

FY 2010 – 8,162 individuals booked. Avg. length of stay was 23.56 days.

FY 2013 – 7,448 individuals booked. Avg. length of stay was 23.15 days.

FY 2012 – 7,776 individuals booked. Avg. length of stay was 26.09 days.

2. Gender Breakdown

a. **Female Population** – avg. per day is approximately 90. Of the 90, 0 are juveniles.

b. **Male Population** – avg. per day is approximately 436. Of the 436, approximately 3 are juveniles.

3. HEALTH CARE STATISTICS

	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>	<u>FY13 (1ST Qtr)</u>
SCREENINGS	7,747	7,071	7,220	1,894
HEALTH ASSESSMENTS	2,234	1,935	2,343	695

AIDS/HIV CASES	2	4	4	7
PREGNANT FEMALES	20	15	27	8

C. FACILITY DESCRIPTION:

The original jail, built in 1962, was renovated in 1991. The Upstairs housing area contains 46 inmate beds. The Downstairs (ground floor) housing area contains 36 inmate beds and is presently designated as a maximum security/disciplinary confinement area.

B Pod, constructed in 1982, contains 82 minimum security inmate beds.

A Pod, constructed in 1985, contains 78 inmate beds and is presently designated as a minimum/medium security housing area.

C Pod (female housing) and E Pod were built in 1991 – 1992. Each of these pods contains 116 inmate beds and is presently designated as general population, special housing & juvenile housing.

D Pod, originally designed as a 120-bed unit, was constructed in 2003 and contains 168 beds. It is presently designated as general population.

D. PROPOSER QUALIFICATIONS: The following qualifications are mandatory requirements. Failure to meet the requirements may result in removing your firm from consideration.

1. Proposals shall be considered only from proposers who can clearly demonstrate to Okaloosa County a professional ability to perform the type of work specified within the Request for Proposal.
2. Proposer must be actively engaged for a period of five (5) years or longer in providing comprehensive health care services in medium size jails, with average daily population (ADP) of at least 500 inmates.
3. Proposer must be currently providing comprehensive health care services for correctional institutions that include medium size jails.
4. Proposer must be capable of providing quality health care services for correctional institutions in a competent and cost effective manner.
5. Proposer must be able to demonstrate achievement in obtaining and maintaining accreditation with jails for Florida Corrections Accreditation Commission & National Commission on Correctional Health Care.
6. Proposer must be able to provide the name(s) and qualifications of references to those individual(s) who would potentially be responsible for managing on-site operations (Health Services Administrator), be responsible for managing the clinical operations (Medical Director), and any and all company personnel who will be handling this contract.

2. THE SUCCESSFUL CONTRACTOR SHALL PROVIDE:

1. Comprehensive medical services that are legally defensible and which meet Florida Model Jail Standards, Florida Corrections Accreditation Standards, National Commission on Correctional Healthcare standards, Federal, state and local laws, ordinances, rules and regulations.
2. A Singular designated Medical Director who is a physician licensed to practice in Florida with responsibility for assuring the appropriateness and adequacy of inmate health care.
3. A full-time Health Authority licensed in the State of Florida for the provision of medical care and services as set forth in Florida Model Jail Standards, Florida Corrections Accreditation Standards, National Commission on Correctional Healthcare Standards, Federal, state and local laws, ordinances, rules and regulations. Said Health Authority shall serve as liaison between the medical and security staff and have authority to oversee the administrative requirements of health care programs such as recruitment, staffing, scheduling, data gathering, financial monitoring, policy and procedure development and review, contracts, medical recording keeping, and other management services.
4. Copies of clearly defined written agreements or understandings for twenty-four hour services with hospitals, physicians and other involved in providing care to inmates will be provided to and approved by the Okaloosa County Department of Corrections. All subcontracts of every nature are subject to the approval of the County.
5. A comprehensive annual statistical report to the Chief Correctional Officer.
6. A monthly statistical report that shall be submitted by the fifth calendar day of each month to the Chief Correctional Officer to include the following data:
 - a. Inmate requests for various services;
 - b. Inmates seen at sick call;
 - c. Inmates seen by physician;
 - d. Inmates seen by dentist;
 - e. Inmates seen by psychiatrist;
 - f. Inmates seen by psychologist or mental health counselor;
 - g. Off-site hospital admissions including the number of days;
 - h. Medical specialty consultation referrals;
 - i. Inmate medical screenings;
 - j. Fourteen day history & physical assessments;

- k. Psychiatric evaluations;
 - l. Diagnostic studies;
 - m. Report of third party reimbursement, pursuit & recovery;
 - n. Percentage of inmate population dispensed medication;
 - o. Inmates testing positive for venereal disease;
 - p. Inmates testing positive for AIDS or AIDS Antibodies;
 - q. Inmates testing positive for TB;
 - r. Inmate mortality;
 - s. # of hours worked by entire medical staff, specifying each post or shift;
 - t. Other data deemed appropriate by the Chief Correctional Officer.
7. A daily statistical report for the previous twenty-four hours shall be submitted daily to the Chief Correctional Officer by 9:00 a.m. to include the following data:
- a. Transfers to off-site hospital emergency departments;
 - b. Communicable disease reporting;
 - c. Suicide data (i.e. attempts & precautions taken);
 - d. Report of status of inmates in local hospitals and infirmaries;
 - e. Staffing;
 - f. Completed medical incident report copies;
 - g. Completed medical grievance report copies;
 - h. A list of lost medical files;
 - i. History & physical status report
8. Regularly scheduled and documented meetings with Department of Corrections Staff to evaluate statistic, program needs, problems and coordination between security personnel and medical personnel.
9. A documented disaster plan with regard to the role of health care staff in times of emergency or threat thereof.

3. LEVEL OF SERVICE:

1. Final staffing for the delivery of medical services will be mutually agreed upon by written contract between the contractor and the County. Adequate health care personnel are required for 24 hour per day inmate health care services.
2. Existing medical personnel currently employed by Okaloosa County shall be retained as Okaloosa County employees assigned to the inmate healthcare program under supervision of the contractor. Upon termination of employment by any of the currently employed medical personnel, contractor shall employ sufficient staff as agreed to by the County to provide services equivalent to those services provided by the former employee(s). Current medical personnel employed by the County includes:

ONE REGISTERED NURSE

3. Physical services must be sufficient to provide for the required needs of the day and assure medical evaluation and follow-up within twenty-four hours of post nursing triage referral including weekends and holidays. In addition, twenty-four hour physician on-call services with availability for consultation and on-site needs as required.
4. Nursing services must be available to provide for the following:
 - a. Medical section coverage at all times;
 - b. Intake screening on all inmates at time of admission;
 - c. Histories and physicals on inmates within fourteen days of admission;
 - d. Medications as prescribed;
 - e. Sick call triage and follow-up on a daily basis;
 - f. Appropriate and timely responses to medical needs and emergencies;
 - g. Physical support services.
5. Sufficient clerical support staff must be available to support the medical contract.
6. Written job descriptions and post orders to define specific duties and responsibilities for all assignments must be available at all times.
7. Copies of staffing schedules encompassing all health care staff are to be posted in designated areas and submitted to Chief Correctional Officer on weekly basis, with updates regarding changes.
8. Contractor will be required to credit OKALOOSA COUNTY for twice the actual costs of service hours not provided by any medical staff position from the initial date of non-service. Any positions not filled will constitute an immediate discount.

9. The contractor shall provide the name, date of birth, social security number, local address, previous employment history and a copy of valid Florida driver's license for all employment applicants. An applicant screening shall be conducted to include fingerprints and background checks. Applicable licenses and/or certificates for all professional staff must be on file for all physicians, nurse practitioners, and other professionals or paraprofessional employees as applicable.
10. The contractor shall provide a written plan for orientation and staff development/training appropriate to their health care delivery activity for all health care personnel. This plan must outline the frequency of continuing training for each staff position. Department of Corrections nurses shall be included in all appropriate educational offerings.
11. Provisions for pharmaceutical services must assure the availability of prescribed medications within 8 hours of the order of issue being written. Pharmacy services and emergency pharmacy service consistent with State and Federal laws and/or regulations, monitored by a licensed, qualified pharmacist must be maintained.
12. Record the administration of medications in a manner and on a form approved by the Health 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 was not administered and the reasons.
13. Dental services sufficient to provide for emergency and medically required dental care for inmates held by the Department of Corrections within a reasonable time must be available.
14. The Department of Corrections may prohibit entry to any security facility, or remove there from, any contract employee who does not perform his/her duty in a professional manner.
15. The Department of Corrections reserves the right to search any person, property or article entering or leaving its facilities.

4. CARE, TREATMENT & SERVICE REQUIREMENTS:

1. Contractor will provide for twenty-four hour a day emergency or immediate medical services at the facility or at a location acceptable to the Department of Corrections. Service will include emergency transportation and acute hospital services with one or more health care provider(s) or physician(s).
2. Contractor shall provide a standard operating procedure for the medical section of the detention facility that will be reviewed and updated annually by the Health Authority and approved by the Chief Correctional Officer. The operating procedure will cover, at a minimum, the following:
 - a. Receiving medical screening performed by medical personnel;
 - b. Health appraisal performed by medical personnel;

- c. Physical examination performed by medical personnel;
 - d. Necessary medical, dental and mental health services by appropriate medical personnel;
 - e. Emergency medical and dental services by appropriate medical personnel;
 - f. Suicide prevention services;
 - g. Notification of next of kin in case of life threatening illness, injury or death in accordance with the Okaloosa County Department of Corrections' own policies and procedures;
 - h. Prenatal care by appropriate medical personnel;
 - i. Delousing procedures to be implemented as designated by the Health Authority;
 - j. Infection Control;
 - k. Control of pharmaceuticals in compliance with FSS 893;
 - l. A procedure by the Health Authority prescribing standards for review of health appraisals and identification of problems to be reviewed by a physician;
 - m. Detoxification procedures under medical supervision;
 - n. A policy & procedure for a Comprehensive Quality Improvement Program that defines an ongoing effort and dedicated resources to monitor and evaluate the quality and appropriateness of patient care objectively and systematically, to pursue opportunities to improve patient care and to resolve identified problems.
3. Contractor shall provide for a receiving medical screening procedure, which shall be performed during the admission process. The screening will, at a minimum, consist of filling out a medical screening form and visual observation of the inmate by a member of the medical staff. The screening shall include inquiry into and recording of:
- a. Current illnesses and health problems including communicable diseases and other infectious diseases;
 - b. Medications taken and special health requirements, including allergies;
 - c. Inquiry into cough, lethargy, and weight loss;
 - d. Behavioral conditions and mental state, to include past and/or current suicidal tendencies;

- e. Notation of body deformities, trauma markings, bruises, lesions, ease of movement, jaundice, etc;
 - f. Condition of skin, eyes, ears, nose and throat, including rashes and infestations, and needle marks, or other indications of drug abuse;
 - g. Inquiry into use of alcohol and other drugs including type of drugs used, mode of use, amount used, frequency used, time and/or date of last use;
 - h. Screening of all other health problems as designated by a member of the medical staff.
4. Contractor shall maintain complete medical records on each inmate who is admitted to the facility. All such records shall become and remain proper of the Okaloosa County Department of Corrections and shall not be copied or removed from the premises of the Okaloosa County Department of Corrections without express written consent of the Okaloosa County Chief Correctional Officer. Such records shall be kept for a period of not less than seven years following release, transfer or death of the inmate.
5. Contractor shall insure that each inmate shall be given a health appraisal, including a physical, hands on examination by the Health Authority or designee within 14 days after admission to the facility. If the inmate has received a health appraisal within the previous 90 days, a physician or designee shall determine whether a new health appraisal is required. The extent of the health appraisal, including the physical examination, shall be defined by the Health Authority, but shall include at least the following items:
- a. Review of medical screening forms by qualified health personnel as designated by a physician;
 - b. Collection of additional data to complete the medical, dental, psychiatric and immunization histories, to include gynecological history for females;
 - c. Laboratory and diagnostic tests as determined necessary by the Health Authority to detect communicable disease, including sexually transmitted diseases and tuberculosis;
 - d. Recording of height, weight, pulse, blood pressure and temperature;
 - e. Other tests and examinations as appropriate;
 - f. Medical examination with comments about mental and dental status;
 - g. Review of the results of the medical examination, tests and identification of problems by a physician when required by procedures as referenced in Florida Model Jail Standards 7.02(j) or other applicable standard;
 - h. The form used for the health shall be approved by the Health Authority;

- i. The facility policy and procedure requiring a health appraisal shall be contained in the standard operating procedure for the medical section.
6. Contractor shall provide, or have agreements or understandings with one or more health care providers to provide services at the Department of Corrections facilities or at locations acceptable to the Department of Corrections.
7. Contractor shall provide a schedule, which lists the names, telephone numbers, and call days of the emergency physician and health care provider.
8. Contractor shall insure that first aid supplies as designated by the Health Authority are available on the premises and readily available at all times and that staff trained in the delivery of emergency first air care, including cardiopulmonary resuscitation shall be on duty at all times. The Health Authority or designee shall be responsible for monthly inspection of the first aid supplies.
9. Contractor shall establish and maintain a medical request procedure so that inmates may request medical assistance, which may or may not require a formal clinic visit. All inmates shall be provided medical request forms upon notification to staff. All written medical requests shall be screened on a daily basis by medically trained personnel and appropriate referrals made. In addition, any request received as a result of medication rounds or formal sick call shall be screened when received and referred as appropriate.
10. Contractor shall establish and maintain a sick call procedure so that inmates may report for and receive appropriate medical services for non-emergency illness and injury. The facility shall provide each inmate the opportunity for daily sick call supervised by the Health Authority.
11. Contractor shall insure that treatment occurs within the time periods designated by the Health Authority.
12. Contractor shall provide, or have an agreement or understanding with at least one licensed dentist to provide emergency dental care.
13. Contractor shall establish standard operating procedures for the proper management of pharmaceuticals to include:
 - a. Adherence to federal and state regulations government controlled substances;
 - b. Maximum-security storage and perpetual inventory of all controlled substances, syringes and needles.
14. Contractor shall insure that medications are administered in accordance with the facility health care plan by licensed medical personnel or by qualified and trained facility staff members according to the direction of a designated physician.
15. Contractor shall routinely send summaries or copies of inmate health records to other facilities when inmates are transferred, including county or state facilities. Health record information shall be transmitted to specific physicians or medical

facilities in the community upon request by the physician or medical facility on the written authorization of the inmate.

16. Contractor shall insure that inmates determined by medical personnel to have suicidal tendencies and those with a propensity for having seizures are assigned to quarters that have close supervision or direct observation, unless otherwise authorized in writing by the Health Authority or designee.
17. Contract personnel shall be subject to the same state licensure or certification requirements and restrictions as applicable to health care personnel working in the community; copies of licensing or certification credentials shall be on file at a central location in the Department of Corrections.
18. Contractor shall, in consultation with the Health Authority and the Florida Department of Health, develop written procedures establishing conditions under which inmates will be tested for infectious disease. These procedures shall be consistent with guidelines established by the Center for Disease Control and the Florida Department of Health.
19. Except for those who have a need to know, medical test results shall be maintained confidential by the contractor. No person to whom the results of tests have been disclosed under Florida Model Jail Standards 7.22 may disclose the test results to another person not authorized under Florida Model Jail Standards.
20. Contractor may divulge test results to the Chief Correctional Officer, but such information is exempt from the public records provisions of Florida Statutes Section 119.01 and 119.07.
21. Contractor shall make the results of any such test result on an inmate part of that inmate's permanent medical file. Upon transfer of the inmate to any other correctional facility, the results of such testing shall be transferred to the receiving facility in an envelope marked "confidential medical information."
22. Contractor shall provide for necessary laboratory, EKG and x-ray services. All abnormal laboratory and x-ray results shall be reviewed and signed off by a physician or advanced registered nurse practitioner. A follow up plan of care shall be provided.
23. Contractor shall develop and maintain a mental health program for evaluation, treatment and/or referral to include but not limited to the following:
 - a. When isolated for psychiatric purposes, inmates shall be examined by a physician or designee within forty-eight hours after confinement.
 - b. Medical evaluation must support medical confinement of inmates based on risk of physical danger to self or others.
 - c. All inmates who are segregated from the general population must be seen by qualified medical personnel a minimum of three times per week.
 - d. A physician or his medical designee will be responsible to determine when an inmate should be sent or returned to general

- population, with documentation in the medical record regarding these decisions.
- e. All inmates referred for mental health evaluation will receive a comprehensive diagnostic examination including psychosocial history and mental status evaluation including psychosocial history and mental status evaluation. This examination will include an assessment of suicidal risk, potential for violence and special housing needs.
 - f. Psychotropic medication will be used where appropriate. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects for medication, an intensive program of drug monitoring shall exist. All inmates placed on drug therapy will be seen within one week by a psychiatrist. Precautions to be followed will include.
 - 1. The psychiatrist will review the inmate's medical record to determine which medications the patient has been receiving prior to prescription of psychotropic medication.
 - 2. Prior to the prescription of psychotropic medication, inmates will be informed by a member of the mental health staff about the risks of taking such medication, in accordance with applicable standards of care. All female inmates will be so informed by a member of the mental health staff about the risks of taking such medication while pregnant. A pregnancy test will be provided prior to the prescription of psychotropic medication to female inmates wishing such a test, if such a test has not already been provided upon intake.
 - 3. All inmates placed on medication will be evaluated for signs of toxicity. Blood pressure will be regularly checked and drug levels monitored where appropriate with documentation of this information to be placed routinely in the inmate's medical record.
 - g. Alcoholism services will be offered to those inmates who are referred to the program for health problems and who also have alcohol related problems. These services will be provided by medical and mental health professionals and should include case findings, referrals, liaison work and post release planning.
24. Contractor shall develop a special medical program that exists for inmates requiring close medical supervision, including chronic and convalescent care needs and in-house dialysis. This section must include specific guidelines for housing standards for these inmates. Requirements to be included are:
- a. Each inmate assigned this classification must have a written individualized treatment plan approved by a physician;
 - b. Inmates admitted under the influence of alcohol or drugs must be separated from the general population and kept under close observation for a reasonable period of time.

- c. Inmates with suicidal tendencies and those with a history of having seizures, as determined by medical authority, must be assigned to quarters that have close observation and assigned to a lower bunk.
 - d. Pharmacological support care must be determined by a physician.
- 25. Department of Corrections and medical and mental health staff may share relevant information including, but not limited to, communicable diseases and behavior problems/disorders.
- 26. Department of Corrections and medical and mental health staff may share relevant information including, but not limited to, communicable diseases and behavioral problems/disorders.
- 27. Contractor shall define a program for meeting the special needs of the female population, e.g. pregnancy.
- 28. Contractor shall have in place, policies and procedures to ensure that any inmate who report being sexually assaulted during their incarceration, are provided a medical evaluation and necessary treatment by a qualified healthcare profession in accordance with Prison Rape Elimination Act of 2003.
- 29. Contractor shall provide for the maintenance of inmate hearing aids, to include replacement of hearing aid batteries to inmates requesting them as soon as possible, and sending hearing aids to a repair company as soon as possible, and inform the inmate when it was sent. The cost for batteries and repairs will be borne by the inmate.
- 30. Contractor shall ensure that a plan with specifics for the provision of specialty health care services shall be followed.
- 31. Contractor shall provide for the examination and medical clearance for all inmate workers assigned to work programs inside and outside jail facilities prior to placement in the assignment. Inmate worker medical clearance must include:
 - a. Relevant past medical history, including communicable diseases, heart problems, respiratory problems, allergies, back problems;
 - b. Questions for current signs and symptoms of illness;
 - c. Current vital signs, including blood pressure, plus, temperature;
 - d. General examination for overall physical and mental health, with specific reference to:
 - 1. Examination for evidence of communicable diseases to include, but not be limited to, skin problems such as rash, wounds, sores, boils, etc; and
 - 2. Heart and lung examinations;
 - e. Current test for tuberculosis.

32. Contractor shall document inmate health screening immediately upon arrival at the facility based on structured inquiry and observation, performed by qualified health care personnel, twenty-four hours a day, seven days a week to include the following:
- a. No unconscious person who appears to be seriously injured shall be admitted to the Department of Corrections. They must be referred immediately for emergency medical attention and their admission or return to the Department of Corrections is predicated upon written medical clearance.
 - b. Receiving screening findings should be recorded on a printed form approved by the Health Authority and the Chief Correctional Officer.
 - c. The screening must include inquiry into:
 - 1. Current illness and health problems including mental, dental & communicable disease;
 - 2. Medications taken and special health requirements;
 - 3. Use of alcohol and drugs, including types, methods, amounts, frequency, date/time of last use and history of problems related to stoppage;
 - 4. For female inmates, a history of gynecological problems and pregnancies.
 - d. The screening must include annotated observations of:
 - 1. Behavior, including state of consciousness, mental status, appearance, conduct, tremors, sweating;
 - 2. Body deformities, trauma marking, ease of movement;
 - 3. Condition of skin and body orifices, including rashes and infestations, needle marks or other indications of drug abuse;
 - 4. TB testing;
 - 5. Vital signs.
 - e. Inmates must be medically cleared before they are sent to general population.
 - f. All new admissions/screening charts are to be reviewed and signed by a medical doctor, physician assistant or nurse practitioner within twenty-four hours.
 - g. DNA testing as required by Florida Statute.

33. Each inmate shall be given a health appraisal, including a physical examination by qualified health care personnel with fourteen calendar days after admission to the jail system, based on the criteria listed in Florida Model Jail Standards. Anytime an inmate has been out of the custody of the Okaloosa County Department of Corrections, a health appraisal and physical will be required.
 - a. The extent of the health appraisal, including the physical examination, is defined by the responsible Health Authority, however, it will include at a minimum:
 1. Review of the intake screening forms;
 2. Collection of additional data regarding complete medical, dental, psychiatric and immunization histories;
 3. Appropriate follow-up laboratory and diagnostic tests to detect communicable diseases;
 4. Recording vital signs to include height, weight, blood pressure, temperature, etc.
 5. Physical examination with comments about mental and dental status, including a gynecological assessment for females;
 6. Review of physical examination and test results by a physician for problem identification;
 7. Initiation of therapy and treatment when appropriate;
 8. Other tests and examinations as appropriate.
 - a. The form used for the health appraisal must be approved by the facility physician and the Chief Correctional Officer and the Health Authority.
 - b. The Department of Corrections policy and procedure requiring a health appraisal must be contained in the standard operating procedures of the medical section.
 - c. Inmates referred for treatment as a result of the health appraisal must be seen within thirty-six hours unless the provider making the referral orders them to physician sick call on another day.
 - d. Contractor will be required to credit the Department of Corrections \$1,000 per day for each day over fourteen (14) calendar days that any health appraisal is not complete.
34. Medical staff shall be responsible for housekeeping duties in the medical section.
35. Medical staff shall respond to acute medical needs of the Okaloosa County Department of Corrections staff on duty and document services provided.

36. Inmates will not be allowed to provide any health care services, including records keeping.
37. Copies of all inspection reports shall be provided to the Chief Correctional Officer and the Health Authority.
38. All outside medical consultations/treatments (appointments) shall be coordinated in advance with the Department of Corrections Transportation Team.
39. The contractor shall be responsible for the disposal of all contaminated waste. This material must be removed from within the facility to a secured area outside the facility and disposed of in accordance with Department of Corrections Policies & Procedures.
40. The contractor shall make arrangements for body cavity searches to be conducted by medical personnel other than those who currently provide care to inmates in custody of the Department of Corrections in accordance with Florida Model Jail Standards, other applicable Florida Statutes and Department of Corrections Policies and Procedures.
41. Individual health care records will be initiated and maintained for every inmate regarding medical, dental or mental health services as a result of the inmate screening process, or for services rendered following assignment to a housing area.
 - a. Inmates returning from outside hospital stay or clinic visits are to be seen by a medical doctor or nurse practitioner. A note regarding this review with reference to follow-up-in-house must be documented in the inmate medical record.
 - b. The results of tuberculin tests shall be read and documented on a daily basis.
 - c. Medical staff shall perform reviews, medical examinations, medical summaries or certifications as are necessary for intra-system or inter-system transfers, food handling and work clearances. Medical summaries must accompany inmates.
42. The inmate health record shall include, but not be limited to:
 - a. Inmate screening forms;
 - b. Health appraisal forms;
 - c. Physician order/treatment plans and orders;
 - d. Prescribed medications administered or not administered, date, time and by whom;
 - e. Complaints of illness or injury;

- f. Findings, diagnoses, treatments and dispositions;
 - g. Health service reports;
 - h. Consent and refusal forms;
 - i. Release of information forms;
 - j. Inmate medical request forms;
 - k. Medical grievance forms;
 - l. Laboratory, radiology and diagnostic studies;
 - m. Consultation, emergency room and hospital reports and discharge summaries;
 - n. Each documentation shall include the date, time, signature and title of each documenter.
43. Confidentiality of medical records will be assured and in compliance with applicable Health Insurance Portability and Accountability Act (HIPAA) requirements. The medical and psychiatric records will be kept separate from the custody record. Data necessary for the classification, security and control of inmates will be provided to the appropriate Department of Corrections personnel. Medical records will be made available to Department of Corrections personnel when required to defend any caused action by an inmate against the Department of Corrections, its personnel or Okaloosa County.
44. Adherence to applicable informed consent regulations and standards of the local jurisdiction, including HIPAA, must be maintained.
45. Inactive medical records will be maintained in accordance with the laws of the State of Florida and Florida Model Jail Standards.
46. Information concerning any court or legal documents affecting inmates and the medical contract provider must be provided in writing to the Chief Correctional Officer prior to the end of shift during which services of such action occurred.
47. If an inmate's medical record cannot be located within eight (8) hours of the discovered loss, the Health Authority and the Chief Correctional Officer shall be notified in writing and a duplicate record shall be generated and labeled "duplicate file." Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined to form one file.
48. A Quality Assurance Program will be on-going consisting of regularly scheduled audits of inmate health care services with documentation of deficiencies and plans for correction of deficiencies. The Quality Assurance Plan shall include a provision for program and contract monitoring to include an annual inspection by an outside Florida Model Jail Medical Inspector, the results of which shall be

made available to the Chief Correctional Officer. The cost of annual inspections will be paid by the contractor.

49. The contractor shall also participate in any and all reviews associated with the Florida Corrections Accreditation Commission assessments.
50. The contractor will be responsible for all costs related to inmate medical services including but not limited to:
 - a. Pharmaceutical/medical supplies;
 - b. Office equipment and supplies to include forms, books, etc.
 - c. Personnel;
 - d. Required off-site emergent and non-emergent services including but not limited to:
 1. Hospital;
 2. Specialty services;
 3. Dental services;
 4. Laboratory;
 5. Radiology;
 6. Physical therapy;
 7. Prosthesis;
 8. Sufficient copying equipment to support the contract;
 9. Reimbursement for all long distance telephone charges incurred using Department of Corrections telephone extension;
 10. Contaminated waste disposal.

5. ADDITIONAL REQUIREMENTS:

1. Proposals must include discussion of Aggregate and Catastrophic limits.
2. Discussion of methods of collections of inmate co-pays.
3. Discussion of methods of collection and distribution of reimbursement of medical expenses from inmates.
4. Discussion of management of over-the-counter medications.
5. Discussion of fees for services rendered by sub-contractors.

6. Provide a clear and complete staffing plan.

6. SPECIAL CONDITIONS

1. The contractor shall obtain, at its own expense, all licenses necessary to render medical and health services with the Okaloosa County Department of Corrections.
2. Discussion of methods of collections of inmate co-pays.
3. Discussion of methods of collection and distribution of reimbursement of medical expenses from inmates.
4. Discussion of management of over-the-counter medications.
5. Discussion of fees for services rendered by sub-contractors.
6. Provide a clear and complete staffing plan.

7. SPECIAL CONDITIONS

- a. The contractor shall obtain, at its own expense, all licenses necessary to render medical and health services with the Okaloosa County Department of Corrections.
- b. The contractor shall provide and pay for all pharmaceutical, medical supplies and office supplies needed to comply with all contractual obligations.
- c. The contractor shall credit the County for all pharmaceutical and medical supplies in the Department of Corrections medical section on the start date of the contract in an amount equivalent to the contractor's purchase price.

8. COUNTY RESPONSIBILITIES

1. The County shall provide all reasonable medical examination equipment.
2. The County shall be responsible for providing security and transportation of inmates as necessary.

9. PAYMENT – The contractor shall be paid upon submission of invoices, in duplicate, to the Okaloosa County Board of County Commissioners, Finance Office @ 302 N. Wilson St, #203, Crestview FL 32536-2750. The prices stipulated herein for articles delivered and accepted. Invoices shall be submitted monthly.

10. SELECTION CRITERIA – The following criteria are to utilized in the evaluation of qualifications for development of the short list of those offerors to be considered for interviews and/or potential negotiations:

- a. Contract price per month.
- b. Demonstrated experience treating individuals in a Correctional setting.

- c. Demonstrated ability of the contractor to develop and implement a protocol for a comprehensive medical delivery system.
 - d. Methods by which on-call physician coverage shall be accomplished.
 - e. Supervisory experience.
 - f. Demonstrated ability of the contractor to defend their medical practice and/or protocol in civil litigation.
11. **REFERENCES** – All bidders must include a minimum of five (5) references, to include names, contact person & phone numbers. References may or may not be reviewed/contacted.
12. **INFORMATION** – Questions of a technical nature should be directed to Chief Paul A. Lawson, Okaloosa County Department of Corrections, 1-850-689-5690. Any other questions should be directed to Richard Brannon, Director, Okaloosa County Purchasing Dept., 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bids.
13. **PHYSICIAN AGREEMENT** – Attached “A” of this RFP is a copy of the agreement that the successful bidder would be required to sign.
14. **INSURANCE REQUIREMENTS**

Contractor’s Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company’s liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers’ Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI’s and policy endorsements must be

delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.

- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

- 1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
- 2. Such insurance shall comply with the Florida Workers' Compensation Law.
- 3. No class of employee, including the **CONTRACTOR** himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

- 1. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- 2. The **CONTRACTOR** shall carry other Commercial General Liability insurance

against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.

3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractor’s Liability
 - 4.) Completed Operations and Products Liability
- E. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
A. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR**’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the

CONTRACTOR becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification & Hold Harmless

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR's** full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

Umbrella Insurance

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

15. **WORKERS' COMPENSATION INSURANCE** – If required by the Florida Workers' Compensation Statute and applicable federal laws and regulations, the contractor shall secure and maintain during the life of this agreement Worker's Compensation insurance for all of his employees employed in connection with this agreement.
16. **MEDICAL MALPRACTICE INSURANCE** – The contractor shall maintain at least \$500,000.00 per occurrence minimum medical malpractice insurance. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this agreement. Due to the current insurance industry situation, Okaloosa County will consider bids from contractors who have a minimum of \$250,000.00 medical malpractice insurance.
17. **NO REPRESENTATION OF COVERAGE ADEQUACY** – By requiring insurance herein, the County does not represent that coverage and limits will necessarily be adequate to protect the contractor and such coverage and limits shall not be deemed as a limitation on the contractor's liability under the indemnities granted to the County in this contract.

Failure to maintain the required insurance may result in termination of this agreement at the County's option. If the contractor fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at the contractor's expense.

18. **NOTICE OF CLAIMS OR LIGATION** – The contractor agrees to report any incident or claim that results from performance of this agreement. Within 10 days of the contractor's knowledge, the County representatives shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage

to a third party, verbal notification shall be given the same days the contractor becomes aware of the incident or claim. A detailed written report is to be made within 10 days.

19. **INDEPENDENT CONTRACTOR** – The contractor acknowledges that he/she is an independent contractor in the performance of this agreement and shall not be entitled to any benefits normally granted to employees of the County. As such, he/she is free to set the work schedule, medical evaluation and treatment protocol. The contractor has adequate proper education, training and licensure to perform the duties under this agreement. The County shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are the result of the County's own negligence. The County shall also be held harmless against all claims for financial loss with respect to providing, or failure to provide, professional or other services. This hold harmless includes professional, malpractice or errors or omissions liability arising out of this agreement unless such claims are the result of the County's sole negligence. The County furnishing medical supplies is incidental to the contractor's status as an independent consultant.

The successful bidder will be required to furnish a copy of their insurance certificate showing their limits and listing "Okaloosa County" as an additional insured on General Liability policy only.

20. **BID AMOUNT** – Bidders are requested to use the attached bid sheet to provide pricing.
21. **LOCAL PREFERENCE:** Okaloosa County reserves the right to grant a preference to in-county bidders only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offers. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

22. **PUBLIC ENTITY CRIME INFORMATION** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
23. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property

to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

24. **CONFLICT OF INTEREST DISCLOSURE FORM** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

25. **IDENTIAL TIE PROPOSALS** – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (**see attached certification form**).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace programs.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

26. Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.

27. **BID OPENING** – Bid Opening shall be public on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT ACCEPTABLE**. **Note:** Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.

28. **RIGHT TO WAIVE & REJECT:**

- A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer

submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgement will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.

29. DISQUALIFICATIONS OF PROPOSERS:

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive recognition as proposers for any future work of the County until such participant have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgement of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

30. PRICING

- a. Proposed pricing shall be expressed in terms of a flat monthly rate based on the average daily population for the month in which services were rendered. The price may be adjusted based on a sliding scale as indicated below:

ADP up to 500	\$ _____
ADP 501 – 550	\$ _____
ADP 551 – 600	\$ _____
ADP 601 – 650	\$ _____
ADP 651 – 700	\$ _____
ADP over 700	\$ _____

- b. Other pricing options or alternatives will be considered.
- c. Contractor shall utilize and pay costs associated with ambulance services to be provided by Okaloosa County Emergency Management Services.
- d. Attendance at a pre-bid conference to be held at the Okaloosa County Department of Corrections, 1200 E. James Lee Blvd., Crestview, Florida, is **mandatory**.

31. FAILURE TO MEET SERVICE REQUIREMENTS – Liquidated damages shall be assessed where contractor repeatedly fails to meet service requirements or fails to correct contract deficiencies. The following shall apply in assessing liquidated damages under this action.

- a. No liquidated damages will be assessed if, within 10 business days of first written notice from the County, contractor corrects reported deficiencies.
- b. Liquidated damages in the amount of \$1,000.00 per day from the date of first written notice, shall be assessed if after written notice from the County, contractor fails to correct report deficiencies.
- c. Liquidated damages in the amount of \$5,000.00 per day from the date of first written notice, shall be from the County, contractor fails to correct within 24 hours, any reported deficiency that constitutes a serious violation of Florida Model Jail Standards, or other conditions, or practices exist that pose a substantial and immediate danger to the life, health or safety of one or more inmates or employees, as defined by Florida Model Jail Standards.
- d. Liquidated damages in the amount of \$10,000.00 per day from the date of first written notice, shall be assessed where the same instance of unsatisfactory service occurs on three or more occasions within a 90-day period, whether or not the deficiencies have been previously corrected.

- e. Liquidated damages shall be paid by the contractor to the County within 10 business days of receipt of a written notice demand from the County for damages due.

32.

“NO CONTACT CLAUSE”

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director’s decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

Hereby agree to abide by the County’s **“No Contact Clause”** and understand violation of this policy shall result in disqualification of my proposal/submittal.

33. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners support the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U. S. the employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirement.

34. Security for Faithful Performance

- A. Simultaneously with his delivery of the executed contract, the successful proposer shall deliver to the Board of County Commissioners, an executed performance-payment bond in the amount of \$100,000.00 as security for faithful performance of this contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the form provided by the surety company. Performance-Payment Bond shall be issued by one and only one, Surety Company licenses to do business in the State of Florida and listed by the United States Treasury Department in the current department circular 570 and titled **"Surety Companies Acceptable on Federal Bonds."**
- B. If within ten (10) days after the acceptance of the bid, the successful proposer shall refuse or neglect to execute the contract and to furnish the required performance-payment bond properly signed by the proposer and the surety or sureties satisfactory to the Owner, the proposer shall be deemed to be in default. The Owner reserves the option to accept the proposal of any of the other proposers within ten (10) days from such default, in which case such acceptance shall have the same effect as to such proposer as though he were the original, successful proposer.
- C. The Performance-Payment Bond, along with Certificate of Insurance and any other necessary contract documents will be returned to the successful proposer upon satisfactory completion of the project.

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES _____

NO _____

Bidder's Company Name

E-Mail

Authorized Signature - Manual

Authorized Signature - Typed

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature - Manual

Physical Address

Authorized Signature - Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____ 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **related to providing inmate medical services as per attached Bid #COR 14-13 and the attached bidder proposal** for pricing as per the proposal in strict conformity with the provisions of this Contract, the Notice to Contractors, and the Specification an approximate total price of \$_____ in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

As security for the full and faithful performance of this contract and all the incidents thereto, the Party of the Second Part had made and furnished a Contract Bond with _____ as Surety (as required per the bid package), which is accepted by Parties of the First Part and made a part of this contract.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

This contract will be in effect upon completion by both parties and will run through **September 30, 2016**. This contract may be renewed for (3) three additional one-year periods.

REPRESENTATIVES: The authorized representative of the County shall be:

Paul A. Lawson, Chief Correctional Officer
Okaloosa County Department of Corrections
1200 E. James Lee Blvd;
Crestview FL 32539
850-689-5960
E-Mail: plawson@co.okaloosa.fl.us

The authorized representative for _____ shall be:

Jack Allen, Contracts & Leases Coordinators
Okaloosa County Public Department
602 C North Pearl St.
Crestview FL 32536-2170
jallen@co.okaloosa.fl.us

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen
Contracts & Leases
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jallen@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

CONTRACTOR

BY _____

TITLE

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

This contract is accepted this ____ day of _____ 2013 and is effective on the ____ day of _____ 2013.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

BY _____
Don R Amunds, Chairman

BID SHEET

BID #: COR 14-13

DATE SUBMITTED: _____

BID ITEM: INMATE MEDICAL SERVICES FOR OKALOOSA COUNTY JAIL

BID PRICE PER MONTH

ADP UP TO 500	\$ _____
ADP 501 – 550	\$ _____
ADP 551 – 600	\$ _____
ADP 601 – 650	\$ _____
ADP 651- 700	\$ _____
ADP over 700	\$ _____

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

E-mail address

NOTICE TO BIDDERS
ADDENDUM #1

INMATE MEDICAL SERVICES FOR
OKALOOSA COUNTY JAIL

BID #: #COR 14-13

The Okaloosa County Board of County Commissioners is submitting the following changes on Specifications #COR 14-13.

A mandatory pre-bid conference will be held on March 28, 2013 at the Okaloosa County Department of Corrections located at 1200 E. James Lee Blvd, Crestview FL 32536 @ 10:00 a.m. in the Conference Room.

NOTICE TO BIDDERS
ADDENDUM #2

INMATE MEDICAL SERVICES FOR
OKALOOSA COUNTY JAIL

BID #: #COR 14-13

The Okaloosa County Board of County Commissioners is submitting the following changes on Specifications **#COR 14-13.**

Questions may be submitted, in writing, to the Okaloosa County Purchasing Department, Attn: Richard L. Brannon, Purchasing Director, 602-C North Pearl St, Crestview FL 32536; rbrannon@co.okaloosa.fl.us.

Questions and answers will be posted on the Florida OnLine Bid System & Okaloosa County Purchasing websites.

Deadline for all questions shall be April 10, 2013.

NOTICE TO BIDDERS
ADDENDUM #3

INMATE MEDICAL SERVICES FOR
OKALOOSA COUNTY JAIL

BID #: #COR 14-13

The Okaloosa County Board of County Commissioners is submitting the following changes on Specifications **#COR 14-13.**

Please provide an original & 5 copies of your bid.

NOTICE TO BIDDERS
ADDENDUM #4

INMATE MEDICAL SERVICES FOR
OKALOOSA COUNTY JAIL

BID #: #COR 14-13

The Okaloosa County Board of County Commissioners is submitting the following changes on Specifications **#COR 14-13.**

- 13. ~~PHYSICIAN AGREEMENT CONTRACT~~ – Attached “A” of this RFP is A copy of the agreement that the successful bidder would be required to sign is on page 35 herein.**