

# Request for Proposals for Health Care Services at Aroostook County Jail



Sealed proposals will be received at:  
Craig L. Clossey, Administrator  
*15 Broadway St,  
Houlton, Maine 04730*

## NOTES:

FAXED SUBMISSIONS WILL NOT BE ACCEPTED.  
EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.

Bids must be delivered in hand or by mail or parcel service with proof of delivery service date and time at the:

Aroostook County Sheriff Office County Jail  
Attention: Craig L. Clossey,

The Aroostook County Sheriff's Office has issued this RFP for medical services in a bid-only process. The Sheriff's Office will accept timely submitted Proposals, as defined in this Bid Packet, including all Proposal Forms and quotes regarding costs for services. The deadline for submission of Proposals is July 11th, 2019 ("Closing Time"). Any questions may be directed to Commander Clossey in accordance with the instructions below and herein. A Contract Offer, if any, shall be issued on or before July 18th, 2019. Start of initial contract on or about August 2<sup>nd</sup>, 2019, or as soon thereafter as reasonably possible ("the Offer Date").

QUESTIONS ALL QUESTIONS SHALL BE SUBMITTED IN WRITING NO LATER THAN June 15, 2019 TO THE ATTENTION OF: Commander Craig L. Clossey 15 Broadway St, Houlton, Maine, 04730 Or Via e-mail: [Craig.l.clossey@aroostook.me.us](mailto:Craig.l.clossey@aroostook.me.us)

Responses to all questions will be replied to in writing and all questions and responses will be posted on the departmental website at [Aroostook.me.us](http://Aroostook.me.us)

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## SECTION 1 - INSTRUCTIONS AND GENERAL CONDITIONS

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### 1.1 Purpose

- 1.1.1 The Aroostook County Jail is requesting proposals from organizations that are qualified and able to provide health care to inmates detained in, and to operate and manage the healthcare program (referred to herein as a “Proponent”). By submission of a Proposal, the Proponent agrees to provide services which meet the Maine Standards for Jails, Holding Facilities and Short Term Detention Areas as promulgated pursuant to 34 MRSA § 1208 (“the Standards”). The Standards are incorporated here by reference and can be found at <https://www.maine.gov/corrections/jjag/cmon/Statutory%20Requirements/State/Maine%20Detention%20Standards.pdf>. Any inconsistency between the Standards and this RFP shall be governed by this RFP, unless the Standard is required by law to control.

The following table lists the jail’s inmate capacity:

Name of Jail	Rated Capacity	Average Daily Inmate Population	Date medical services contract to begin	Jail serves female inmates	Jail serves juvenile inmates for up to 72 hours
Aroostook Jail	117	105	August 1 <sup>st</sup> , 2019	Y	Y

This Request for Proposals (RFP) contains the key questions and information requirements for Proponents to address. Submissions must fully address all items. It is the intent of the RFP process to receive proposals prepared in accordance with this RFP and consistent with the scope of services required.

- 1.1.2 Innovative ideas for administration of the inmate healthcare services will be welcomed. The Sheriff’s Office anticipates receiving all proposals and then negotiating a management Agreement with one Proponent. Proposals will be evaluated based on the criteria established within the RFP. The Authority reserves the right to negotiate any and all fees and contractual terms upon selection of the preferred Proponent to become a Contractor. It is anticipated that the contract term will be for a period of one year with the possibility to extend the contract for an additional two years based on positive performance as determined by the Sheriff’s Office.
- 1.1.3 **Award of Contract** – The Sheriff’s Office reserves the right to reject any or all bids, to waive any or all formalities in the bidding, to evaluate bids, to investigate the references of any and all bidders, to negotiate with one or more bidders and

otherwise to act as it deems to be in the best interests of the Aroostook County Jail and the respective counties. The Sheriff's Office may make awards following competitive bids to a bidder, considering all factors and standards referenced herein, including but not limited to price, quality, and overall value of the service offered and reliability of past and expected future service. All bids will be scheduled and opened at a publicly announced meeting. The lowest cost is not the sole determinant for the award, and the Authority is not obligated to accept the lowest cost bid. Instead, the Sheriff's Office shall have the sole discretion with respect to the weight, if any, to be given any particular factor and whether a Proponent has met the criteria and is deserving of the award of a Contract.

**1.2 Definitions:** In this RFP, the following terms will have the meaning set forth below:

- 1.2.1 **"The jail, facility or detention facility"** means a jail facility.
- 1.2.2 **"Designated Representative"** means employees or representatives who are authorized in writing to deal with the Contractor on behalf of the Sheriff's Office in connection with the goods and services or to make decisions in connection with the Contract.
- 1.2.3 **"Closing Time"** means the closing date, time, and place for submission of a Proposal by a Proponent as set out on the title page of this RFP.
- 1.2.4 **"Contract"** means the executed Agreement between the Sheriff's Office and the Contractor on the terms and conditions set out in the Contract Documents.
- 1.2.5 **"Contract Documents"** means the Contract, the Contractor's Proposal Documents, the RFP and such other documents as listed in the Contract.
- 1.2.6 **"Contractor"** means the successful Proponent who enters into a contract with the Facility to provide the Services pursuant to this RFP, its employees and agents.
- 1.2.7 **"Facility"** means the jail and any satellite locations where medical services are to be provided.
- 1.2.8 **"Fiscal Year"** denotes the period of time from July 1 through June 30.
- 1.2.9 **"Health Care Delivery System"** means medical services
- 1.2.10 **"Proponent"** means the person, firm or corporation responding to this RFP.
- 1.2.11 **"Proposal"** means the proposal with all accompanying schedules, appendices or addenda submitted by the Proponent in response to the RFP.

- 1.2.12 **“Proposal Submission Forms”** means the Proposal summary and required information, completed in accordance with Section 3 - Proposal Submission Instructions, Format, and Forms.
- 1.2.13 **“RFP”** means this Request for Proposal consisting of all papers bound with or attached to this document. These may include but not be limited to: Addenda issued during RFP process; Section 1 - Instructions and General Conditions; Section 2 - Statement of Requirements and Special Conditions; Section 3 - Submission Instructions, Format, and Forms; Section 4 - Draft Contract; Section 5 - Copy of Advertisement for RFP.
- 1.2.14 **“Requirements” or “Services”** means all specifications and requirements set out in any section in the RFP that describe the general requirements that the services, goods, materials, or equipment must meet and the successful Proponent must provide.
- 1.2.15 **“Special Conditions”** means the special conditions, if any, set out in the RFP, and elsewhere in the Contract.
- 1.2.16 **“Subcontractors”** means subcontractors, agents or third parties engaged by the Proponent in connection with providing or supplying the services, goods, materials, or equipment.

### **1.3. Documents**

Documents pertinent to the RFP and all papers bound with or attached to this RFP and as described in the Table of Contents are necessary parts of the RFP and must not be detached or altered. Proponents must submit their Proposals using the format and forms described in Section 3 - Proposal Submission Instructions, Format, and Forms.

### **1.4. Receipt of Proposal**

- 1.4.1 Proposals will be received up to the Closing Time. The Proposal and required number of copies (in accordance with Section 3) shall be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number, by the date and time shown on the title page of this RFP. Any proposals received after the scheduled Closing Time for the receipt of proposals will not be considered and will be returned to the Proponent, unopened.
- 1.4.2 Proponents may withdraw or resubmit their proposal at any time prior to the Closing Time for receipt of proposals. No proposal may be withdrawn after the scheduled Closing Time for a period of 30 days.
- 1.4.3 If alternative Proposals are offered, the Proposals shall be submitted separately in the same format as the initial Proposal.

- 1.4.4 Any deviations from the requirements or the conditions specified in this RFP must be clearly stated in the Proponent's Proposal. The Sheriff's Office will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proponent's Proposal, the Sheriff's Office expects the Proponent to be in full compliance of the requirements and conditions as stated herein.
- 1.4.5 A Proposal which:
- a. contains an error, omission, or misstatement, which contains qualifying conditions, or
  - b. does not fully address all the requirements of this RFP, or
  - c. otherwise fails to conform to this RFP
- may be rejected in whole or in part. The Sheriff's Office may waive any noncompliance with the RFP, specifications, or any conditions including the timing of delivery of anything required by the RFP. The Sheriff's Office may at their sole discretion elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or which have not complied with the process for submission set out herein.
- 1.4.6 All costs for the preparation of the Proponent's Proposal will be borne solely by the Proponent.
- 1.4.7 Amendments to a Proposal may be submitted if delivered in writing to the address shown on the title page of this RFP prior to the Closing Time. In addition, Proposals may be withdrawn providing a written and signed notice has been received prior to the Closing Time.

## **1.5. Unacceptable Proposals**

- 1.5.1 Proposals received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened and in any event shall not be eligible for consideration as Contractor. The opening by the Authority of a Proposal which is submitted late shall not constitute a waiver of the filing deadline. Notwithstanding any other provision in this RFP, the Sheriff's Office may not waive or extend the filing deadline for any Proponent.
- 1.5.2 Proponents are cautioned to carefully read and follow the instructions stated herein, as the Sheriff's Office reserves the right to disqualify any Proposal that fails to meet any of the Requirements of this RFP.

## **1.6. Inquiries and Clarifications**

- 1.6.1 It is the responsibility of the Proponent to thoroughly examine these documents and to understand the full requirements of this RFP. Inquiries are to be in written form only and faxed or e-mailed to the contact person shown on the cover page of this RFP. If appropriate, responses will be issued to all Proponents.
- 1.6.2 The Sheriff's Office may issue a written addendum up to five working days prior to the Closing Time and will make every effort to ensure that all Proponents receive all addenda; however, it is the responsibility of the Proponent to determine whether any addenda have been issued, before the Closing Time. This RFP and other such items will be posted on the County of Aroostook website [www.Aroostook.me.us](http://www.Aroostook.me.us).
- 1.6.3 The Sheriff's Office shall not be bound by oral or other information, explanations, or clarifications not confirmed by written addendum or other written post by the Authority on its web site.
- 1.6.4 All questions must be submitted to the attention of Commander Craig Clossey and may be faxed to (207) 532-1508 or sent via e-mail to [craig.l.clossey@aroostook.me.us](mailto:craig.l.clossey@aroostook.me.us)

Questions received will be answered in writing and will be sent to all Proponents.  
**The final deadline for all questions is 3:00 p.m. on Friday, June 15, 2019.**

## **1.7. Contract Requirements**

- 1.7.1 The successful Proponent will be required to enter into a contract to be effective on August 01, 2019.
- 1.7.2 **Term of Contract:** The contract period will be for an initial one year period as agreed upon, or of about August 2nd, 2019 with an option to renew for two additional years based upon the successful vendor's performance which shall be mutually agreed in a writing executed by the parties no later than June 30th, 2020.
- 1.7.3 If any of the terms set out herein are unacceptable to the Proponent; the Proponent must identify such terms and provide suggested alternatives in its proposal. The Sheriff's Office is not obligated to accept or consider any alternatives.
- 1.7.4 The Sheriff's Office will not be obligated in any manner to any Proponent whatsoever until the Contract is fully executed.
- 1.7.5 **Execution of Contract:** If the successful Proponent fails to execute and return the Contract to the Authority within ten (10) days of the Offer Date, the Sheriff's Office may cease all discussions, withdraw the offered Contract and have no obligation to the Proponent. The Sheriff's Office may, if they choose to do so, award the Contract to another Proponent, all without affecting any claim, which the Sheriff's Office may have against the Proponent as a result thereof. The originally successful



Proponent must be given written notice of the withdrawal of the offered Contract before the withdrawal may be effective.

- 1.7.6 **Termination of Contract:** The Contract shall contain a termination provision which provides, among other conditions the Sheriff's Office shall determine, that the Contract may be terminated upon written notice by either party to the party who breaches a material term or condition of the Contract. A breach of material term or condition of the Contract can be cured by the breaching party's performance (including but not limited to payment of any monetary amount owed) within 30 days after receipt in writing from the other party of notice of such breach.

In the event that the successful Proponent is unable or unwilling to perform its obligations under the Contract, the Sheriff's Office shall have the right to terminate the Contract and/or withdraw the offer upon written notice, and the Sheriff's Office shall not have any further obligation to the successful Proponent.

The Contract may be terminated without cause by either party by giving to the other party in writing a ninety (90) day notice of its intent to terminate the Contract.

## 1.8 Evaluation

- 1.8.1 **Evaluation Criteria:** The Sheriff's Office may take into account the following factors, giving each factor the relative weight, the Authority determines, in the Authority's sole discretion:

- 1.8.1.1 Thoroughness and completeness of proposal; responsiveness to RFP requirements.
- 1.8.1.2 Demonstrated understanding of the problems and needs presented by the project. Soundness of Proponent's approach to the problems and needs presented by the project including Proponent's methodology for achieving specific tasks and objectives.
- 1.8.1.3 Experience and capacity of Proponent including recent and related experience. Experience related to government activities will be granted higher weight. Overall coverage of nursing hours, sick call frequency and med tech hours will be evaluated. Proposals that maximize the provision of these services will be given higher weight. Proponent shall submit with its proposal a list of references for all its current contracts for Healthcare Services. The reference list is to contain the following for each reference: (1) the name of the organization, (2) contact person, (3) telephone number, (4) description of service provided, and (5) the length of time the Proponent has been providing the service.

- 1.8.1.4 Qualifications of project personnel, Proponent's ability to commit capable staff and support a project of this size, and proposed staffing pattern.
- 1.8.1.5. Economic factors such as cost effectiveness and reasonableness of Proponent's proposed fees. (NOTE: This in no way implies the Proponent with the lowest price proposal will necessarily be selected.)
- 1.8.1.6 Any other criteria the Sheriff's Office, in its sole discretion, deems necessary to evaluate the Proponent's offer.

**1.8.2 Evaluation of Subcontractors:** All subcontractors of the Proponent will be subject to the same evaluation process, at a minimum. It is the responsibility of the Proponent to guarantee that all subcontractors will comply with all the requirements and terms and conditions set out in the RFP document. With the exception of emergency replacement staff, nurses shall be employees of the Proponent.

**1.8.3 Presentation and Additional Information:** After the Closing Time, Proponents may be required to provide additional information as deemed necessary by the Sheriff's Office. Any costs incurred in providing a presentation or other information is the responsibility of the Proponent. Such presentations provide an opportunity for the Proponent to clarify their proposal and to ensure thorough mutual understanding. The Sheriff's Office will determine whether a presentation is needed and will schedule the time and location for the presentation.

**1.8.4 Negotiations**

1.8.4.1 The Sheriff's Office reserves the right, at its sole discretion, to enter into negotiations with any one Proponent or with any other Proponents concurrently at any time, whether before or after the Closing Date, and through the execution of a Contract. Such negotiations may include requests to modify certain aspects of a bid, including the nature or extent of services or the price for such services. In no event will the Sheriff's Office be required to offer any modified terms to any particular Proponent, or to accept modified terms from any Proponent, whether before, during or after the Closing Time, or prior to entering into a Contract.

1.8.4.2 The right and entitlement of the Sheriff's Office to negotiate or modify, or request that any Proponent revise its offered price or services in any way, may be undertaken without having any duty or obligation to advise any other Proponent or to allow any other

Proponent to vary their Proposal as a result of changes to the scope of the requirements, services, specifications or any conditions. The Sheriff's Office shall have no liability to any other Proponent as a result of such negotiations or modifications. The Sheriff's Office will not be liable for any claims or damages alleged by any Proponent as a result of the Authority engaging in any negotiations with any Proponent, or for accepting any amended terms in an RFP at any time up to and including the execution of a Contract with a Contractor.

## **1.9 Award**

- 1.9.1 The Sheriff's Office shall, but need not, award a Contract to a Proponent, in accordance with Section 1.1.3 and other provisions herein. The Sheriff's Office reserves the right to reject any and all proposals received. The Sheriff's Office will be the sole judge as to whether a Proponent's proposal has or has not satisfactorily met the requirements of this RFP.
- 1.9.2 The Sheriff's Office is not under any obligation to award a contract for this RFP, and reserves the right at its sole discretion to terminate or amend this RFP at any time.
- 1.9.3 The Proponent acknowledges and agrees that the Sheriff's Office will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the Sheriff's Office acceptance or non-acceptance of their Proposal or any contract award not made in accordance with the express or implied terms of the RFP.

## **1.10 Advertising**

The award of a Contract does not permit a Proponent to advertise its relationship with the Sheriff's Office, without the Sheriff's Office prior written authorization.

**1.11 RFP Schedule (Eastern Standard Time) All to be announced by June 1, 2019**

Pre-Bid Conference at Aroostook County Jail	<b>June 10, 2019@ 10A.M.</b>
Deadline for receipt of written questions from Proponents	<b>June 15, 2019</b>
Deadline for receipt of proposals (Closing Time)	<b>July 11, 2019</b>
Award of Contract(s)	<b>July 18, 2019</b>
Begin Service	<b>August 2, 2019</b>

**1.12 Trade Secret Confidentiality**

All proposals received and recorded at the bid opening are considered public record and available for public inspection. If any Proponent believes any specific information in the Proposal constitutes a trade secret that should be kept confidential, the Proponent shall, at the time the proposal is submitted, identify such information as a trade secret in the Proposal and request in writing that the information is kept confidential. The Sheriff's Office shall consider whether such information may be treated as confidential and kept from the public and shall notify the Proponent accordingly, and give the Proponent an opportunity to withdraw a Proposal if the Sheriff's Office advises that the information cannot or shall not be kept from the public.

**1.13 Federal Taxes**

The Sheriff's Office is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

**1.14 State Sales Tax**

If Proponent is required to charge state sales tax on Proponent's sales, Proponent shall not include such charges as part of the proposal price. The Sheriff's Office will pay state sales tax over and above proposal prices when invoiced, only if required by law to do so.

**1.15 Responsibility of Compliance with Legal Requirements**

By submitting a Proposal, the Proponent represents and warrants that it is in full compliance with any and all applicable federal, state, local, environmental and safety laws,

regulations, ordinances and standards, the state Department of Corrections Standards, and American Correctional Association standards.

### **1.16 Indemnity**

By submitting a Proposal, Proponent agrees to the following indemnification language that shall be included in the Contract:

Contractor hereby agrees with the Sheriff's Office that it is contracting with the Sheriff's Office as an independent contractor and that any personnel supplied to the Sheriff's Office hereunder are not employees of the Sheriff's Office and are employees, agents or subcontractors of the Contractor. The Contractor shall be, and remain, responsible to the Sheriff's Office for all its acts or omissions in connection with the duties and services under this Agreement which result in damage or injury to persons or property. The Contractor shall hold the Sheriff's Office harmless with respect to, and shall defend and indemnify the Sheriff's Office against, all costs, expenses, claims or liability which are asserted against or incurred by the Sheriff's Office (including attorney fees in defending against any claims or enforcing this indemnification provision) by virtue of, arising out of, or in connection with any acts or omissions of the Contractor in the performance of its duties under this Agreement.

**1.17 Insurance.** By submitting a Proposal, Proponent agrees to the following provision regarding insurance coverage obligations that shall be included in the Contract:

#### **1.17.1 Insurance Company Requirements**

Contractor shall maintain insurance from companies licensed to write business in Maine, with an A.M. Best rating of "A" or higher and acceptable to the Sheriff's Office, of the kinds and minimum amounts specified below.

#### **1.17.2 Certificates and Notice of Cancellation**

Before commencing work under this Agreement, Contractor shall furnish the facility with certificates of all insurance required below. Certificates shall indicate the type; amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after (30) days written notice has been received by the facility."

#### **1.17.3 Workers Compensation and Employers Liability Insurance**

Provider shall maintain workers' compensation insurance covering all of its employees and contractors providing services pursuant to this Agreement,

providing the required statutory benefits under Maine’s State Workers’ Compensation Law, and employer’s liability insurance, in amounts not less than One Hundred Thousand Dollars (\$100,000) (property damage) and Five Hundred Thousand Dollars (\$500,000) personal injury, including death.

**1.17.4 Commercial General Liability**

Provider shall maintain commercial general liability coverage for itself and for independent contractors, including operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. The policy shall provide liability limits of not less than One Million Dollars (\$1,000,000) per occurrence, applicable to claims due to bodily injury and/or property damage.

**1.17.5 Professional Liability Malpractice Insurance.**

Provider shall maintain professional liability insurance providing liability insurance in the amount of no less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the aggregate, covering all persons providing services on behalf of Provider under this Agreement. Provider shall maintain this coverage for a period of at least six (6) years beyond the termination of the contract or may obtain corresponding “tail” coverage.

**1.17.7 Umbrella Liability Insurance**

Provider shall maintain coverage as excess above the underlying commercial general liability insurance, workers’ compensation and employer’s liability insurance, and professional liability insurance policies required by this contract. This coverage shall provide excess liability limits in an amount not less than Three Million Dollars (\$3,000,000) per occurrence, applicable to claims arising from bodily injury, personal injury (including death) and property damage. Provider shall maintain this coverage for a period of at least six (6) years beyond the termination of the contract.

**1.17.8 Facility to be Named as Additional Insured and Provided With Certificate of Insurance.**

Facility shall be listed as an additional named insured on each of the insurance policies procured by the Provider as required herein, and the Facility shall be provided with a certificate of insurance showing the coverage provided and the Facility’s status as an additional named

insured. Provider shall authorize its insurance agent, broker and/or carriers in writing, to furnish the Facility with complete information regarding the coverages required herein, including premiums or assessments charged, copies of coverage forms, declarations pages, and any correspondence or communications between Providers and its agents, brokers and/or carriers relating to said insurance.

Provider shall provide the Certificates of Insurance and written authorizations to Facility no later than fifteen (15) days before the term of this Agreement commences to run.

### **1.18 Addendum**

The RFP package constitutes the entire set of RFP instructions to the Proponent. The Authority shall not be responsible for any other instructions, verbal or written, made by anyone other than the Sheriff's Office. Any changes to the specifications will be in the form of an Addenda executed by the Sheriff's Office, or a similar writing, and mailed to all Proponents who are listed as having attended the pre-bid conference.

### **1.20 Compliance with RFP Requirements**

Failure to comply with the requirements of the RFP may result in rejection of a Proposal. In the event a Proponent is found to have committed a material violation of Maine law in connection with the submission of the Proposal or the services referenced in the Proposal, the Authority may reject the Proposal or withdraw an offer of a Contract.

### **1.21 Breach of Contract.** By submitting a Proposal, Proponent agrees to the following 'breach of contract' provision that shall be included in the Contract

The Proponent and the Sheriff's Office agree that should either party commit a material breach of the Contract, none of the following actions by either party shall be considered a waiver of such breach:

- Failure to demand strict performance of any provision of the Agreement;
- Acceptance of full or partial performance of the provisions of the Agreement;
- Failure to exercise any available remedy.

### **1.22 Limitations of Liability.** By submitting a Proposal, Proponent agrees to the following 'Limitation of Liability' provision that shall be included in the Contract:

The Sheriff's Office shall not be liable for consequential, incidental, special or indirect damages arising out of the Contract, including loss of profits or revenues, loss of business opportunity, cost of capital or loss of goodwill, even if such party has been apprised of the possibility of such damage.

**1.23 Assignment** By submitting a Proposal, Proponent agrees to the following ‘Assignment’ provision that shall be included in the Contract

This Agreement may not be assigned or otherwise transferred by the successful Proponent without the prior written consent of the Sheriff’s Office. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

**1.24 Governing Law** By submitting a Proposal, Proponent agrees to the following ‘Choice of Law’ provision that shall be included in the Contract:

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Maine, without regard to any choice of principles.

**1.25 Facility Building and related Premises.** By submitting a Proposal, Proponent acknowledges and agrees that Proponent has inspected the Facility and agrees that the building and all aspects of the premises are sufficient for the Proponent (including its agents, employees, and subcontractors) to perform all of the obligations required under the Contract.

**END SECTION 1**



## **SECTION 2 - STATEMENT OF SERVICE REQUIREMENTS AND SPECIAL CONDITIONS**

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### **2.1 Introduction and Background**

The Aroostook County Jail has authority over adults pending adjudication and for sentences of less than one year. The Facility is currently rated for a capacity of 117 inmates by the Maine Department of Corrections.

The rated inmate capacity of the jail is determined by the Department of Corrections. That figure and the average daily inmate population for each jail are shown in the table at section 1.1.1. Once the rated capacity number of a jail has been met, the jail must board excess inmates at other facilities within 48 hours excluding weekends and holidays, and those other facilities provide medical services to these boarders. If in the unlikely event, that the capacity of the jail is adjusted upwards or downwards by a margin of 10% (ten percent) or more; then the Sheriff's Office and Contractor can negotiate the financial impact to the increased/decreased population.

The table at section 1.1.1 also indicates whether the jail is authorized to hold females or to hold juveniles for up to 72 hours.

### **2.2 Intent**

It is the intent of the Authority to solicit proposals for Inmate Medical Services at their facility and to select a Proponent which best satisfies the requirements for inmate health. The selection of an inmate health care Contractor ultimately resides with the Authority's respective Boards of Commissioners.

This Section 2 sets for the Scope of Work and Services that the Proponent is agreeing to provide should the Proponent be awarded a Contract and identifies provisions and standards that will be included in the Contract with respect to the delivery of the Services.

### **2.3 Scope of Work and Service**

2.3.1 The Contractor shall be responsible for every facet of the health care delivery system at the Facility and shall conduct said program in full compliance with applicable standards, laws, ordinances, rules, and regulations of Federal, State, and Local authorities that may be applicable. The responsibility for providing health care commences with the commitment of an inmate to the custody of the detention facility and ends with the discharge of the inmate.

2.3.2 The health care delivery system must conform to the Department Standards referenced herein at Section 1.1.1. The system must also be compliant with all applicable American Corrections Association (ACA) standards.

- 2.3.3 The successful Proponent will be required to deliver quality health care that can be audited against established standards, in a cost-effective manner, with full reporting and accountability to the detention facility. The Sheriff's Office may contract with an independent auditor at its expense.
- 2.3.4 The Contractor will implement a written health care plan with clear objectives, policies, procedures, and an annual evaluation of compliance.
- 2.3.5 The Contractor will ensure that appropriate staff is available to provide the health care services as defined in this proposal. The Contractor will provide cost options for the staffing requirements listed below. Staffing at each facility shall at all times be sufficient to carry out the requirements of the Contract, including the Standards, using only licensed and professionally trained personnel to provide health care coverage for no less than the following options:
- 2.3.5.1 Nursing Coverage:  
Provide an RN or an LPN with appropriate supervision to conduct daily nurse's sick call, review medical requests, conduct medication administration (see 2.3.5.2 below), and perform other functions required by the contract.
- a. 80 hours per week/8 hours per day/ 7 days per week
- 2.3.5.2 Medication Administration:
- a. Provide appropriate staff to conduct Medication Administration for inmates seven days per week; (the on-duty nurse may be used for this service weekends).
- b. Medication distribution to inmates will be provided within the scope of Maine state law. Quality review audits will be performed monthly. Medications are to be administered by a qualified professional with proper supervision
- c. As an option, the Proponent may present a bid that allows for medication management with a Med Tech and through additional nursing hours separate from those hours specified in 2.3.5.1.
- 2.3.5.3 Medical Sick Call:  
A qualified Physician, Physician Assistant or Nurse Practitioner will be on-site to provide sick call. The precise schedules will be established during negotiations and may include work during evenings or weekends. The contractor's proposal will include a schedule of options and associated costs for the administration of nursing hours, sick call, and medication administration.

- 2.3.5.4 The proposal shall include a fee schedule for emergency call in, witness and court appearance fees and expenses, educational sessions and any other service not covered under the terms of the RFP.
- 2.3.5.5 Health Services Administrator (HSA):  
The Contractor will identify an individual as its HSA, who will manage the health care contract and meet with representatives of the Facility as needed.
- 2.3.5.6 Adult Mental Health Services:  
The staff will work closely and cooperatively with the DHHS Intensive Case manager, Aroostook Mental Health Services or any other mental health provider regarding inmates in custody of the Aroostook County Jail
- 2.3.5.7 Psychiatric Medications:  
The Contractor will ensure that a qualified prescriber of psychiatric medication prescribes or consults with the medical service provider regarding appropriate psychiatric medication prescriptions.
- 2.3.5.8 Emergency and Crisis Response Services:  
On-call emergency and crisis response services must be able to respond on-site on a 24-hour basis.  
Telephone consultation services must also be available to facility staff on a 24-hour basis.
- 2.3.5.9 Suicide Prevention Program:  
The Contractor shall develop a strong, jail-appropriate suicide prevention program that meets ACA and Maine DOC standards. This can be augmented by current service providers in place.
- 2.3.5.10 Provider will establish and maintain a confidential, secure, and serviceable health record management system to include, at a minimum:
- a. A routine method of documentation of all of Provider's responsibilities as set forth in this Agreement;

- b. Documentation of all interviews, examinations, recommendations, treatment, referral, complaint and medications administered to, from or on behalf of any inmate.

- 2.3.5.9 Operate the health care program in a humane manner with respect to the inmate's right to basic health care services and in full compliance with HIPAA.
- 2.3.5.11 The Contractor will provide medical services to participants of the jail's programs listed below when the individuals are brought to the jail by corrections staff. The Contractor's staff will provide a medication review at the program site during the admission process. Both services will be provided without additional costs to the Facility within the context of this Agreement.
- 2.3.5.12 The Contractor will be required to work with any and all outside agencies in providing rehabilitative healthcare services such as **MAT** (Medication-Assisted-Treatment) in accordance with MaineCare and other laws and regulations, and ethical and professional standards of care, for the duration of the Contract with the Authority.
- 2.3.5.13 The Contractor will have Certified Correctional Health Professional (RN)(P) or gain that certification within six months of acceptance of the contract.

## **2.4 Delineation of Security Responsibilities**

The primary responsibility for inmate custody and security within the detention facility rests with the staff of the Facility. The decision of Facility staff in non-medical matters and matters involving the safety of staff and inmates and security for each Facility shall govern. The Contractor shall have primary responsibility in all matters pertaining to medical treatment and health care of inmates, and shall have sole responsibility for decisions involving medical judgment. The Contractor shall be responsible for security of all materials and equipment in Contractor's work area. On matters of mutual concern, Facility staff shall support, assist, and cooperate with Contractor, and Contractor shall support, assist, and cooperate with Facility staff.

## **2.5 Health Care Service Requirements**

### **2.5.1 General Health Care Service Requirements**

- 2.5.1.1 Contractor shall identify the need for, schedule, administer, and coordinate all non-emergency and emergency medical services, and coordinate with mental health and dental providers, if not the Contractor for all related medical, dental and mental health issues. Contractor shall administer emergency medical care at the facility to any employee or visitor who requires such care.
- 2.5.1.2 Contractor shall identify the need for, schedule, coordinate, and administer any inpatient hospitalization of any inmate of the facility. This also includes responsibility for making emergency arrangements for ambulance service to the hospital for inpatient care and referral of inmates to outside dental services.
- 2.5.1.3 Contractor shall identify the need for, schedule, coordinate, and administer, all medical services rendered to inmates inside or outside the Facility. At a minimum, Contractor shall identify a qualified medical professional who shall conduct sick call and generally provide such care as is available in the community. A covering qualified medical professional shall be on call seven (7) days per week, twenty-four (24) hours per day for consultation and/or emergency situations. If a Physician's Assistant (PA) or other health care professional who requires the supervision of a physician is used to conduct sick call, the supervising physician shall be required to visit the site as required by medical standards to review cases, examine patients, and to observe clinical practices.
- 2.5.1.4 Contractor shall identify the need for, schedule, coordinate, and administer all diagnostic examinations, procedures, and services, both inside and outside the facility for inmates in the physical custody of the facility.
- 2.5.1.5 Contractor shall provide the necessary follow-up for identified health problems, including inpatient or outpatient hospitalization, appropriate monitoring, prescription of medications, dental, consultations with specialty physicians, and so forth.
- 2.5.1.6 Contractor shall provide screenings and immunizations to staff and inmates, e.g., flu, TB, Hepatitis B, and so forth. Contractor shall provide employee physical examinations, and shall provide screenings to determine whether employees may be cleared to wear biohazard or other respiratory masks. Vaccines will be paid for by the Sheriff's Office. Contractor shall be required to securely maintain records of all employee screenings, immunizations and physicals, in accordance with federal and state confidentiality laws, including the HIPAA Privacy and Security Rule, in a manner

permitting the Sheriff's Office to access or obtain the health information as allowed by law.

## **2.5.2 Exceptions to Treatment**

2.5.2.1 The Contractor shall provide primary health care services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of Contractor.

2.5.2.3 Elective Medical Care. The Contractor will not be responsible for providing elective medical care to inmates. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of Contractor's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. The Jail Administrator or designee prior to provision of such services must review any referral of inmates for elective medical care.

2.5.2.4 Inmates outside the Facilities.

2.5.2.4.1 Health care services are intended only for those inmates in the actual physical custody of the facility, whether at the jail or other facility, including inmates in hospitals or other non-treatment facilities and inmates in programs listed in section 2.3.5.10, if any. Such inmates will be included in the daily population count.

2.5.2.4.2 Inmates on any sort of temporary release, including, but not limited to, inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on furlough, or inmates on supervised custody who do not sleep in the Facility at night, will not be included in the daily population count. They will not be the responsibility of Contractor with respect to the furnishing of health care services except for the provision of medications to provide for continuity of care prior to a scheduled release.

## **2.5.3 Receiving Screening**

As part of the Receiving Screening (also known as an Intake Assessment), medical history and questionnaire are to be completed on all inmates during the admission

process or as soon thereafter as possible. Copies will be forwarded to the Contractor. Nursing staff will promptly review all medical histories and questionnaires, and will interview each inmate who is expected to be confined longer than 72 hours and who is identified as having medical or behavioral problems, in order to obtain necessary medical information, verify the existence of the medical or behavioral condition, and promptly take steps to address the same. The Contractor will prepare orders for appropriate medical treatment or intervention from a qualified health care professional when a medical problem is identified and verified. At a minimum, the Receiving Screening shall include:

- 2.5.3.1 Relevant past medical and mental health history, including communicable disease, cardiac and circulatory problems, respiratory problems, allergies, muscular/skeletal problems;
- 2.5.3.2 Documentation of current illnesses and health problems, including prescription and non-prescription medications taken, and any special health requirements;
- 2.5.3.3 Behavioral observations, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs;
- 2.5.3.4 Notation of body deformities, trauma markings, bruises, ease of movement, etc.;
- 2.5.3.5 Conditions of skin including trauma markings, bruises, lesions, rashes, and needle marks or other indications of drug abuse should be noted;
- 2.5.3.6 For females, a history of gynecological problems and pregnancies;
- 2.5.3.7 A standard form which will be used for purposes of recording the information of the Receiving Screening and will be included in the health record of the inmate; and
- 2.5.3.7 Referral of the inmate for special housing, emergency health services, or additional medical specialties, when appropriate.

#### **2.5.4 Comprehensive Health Assessment**

Contractor shall perform a comprehensive Health Assessment (inmate physical) on any inmate confined at the Facility within fourteen (14) calendar days of the arrival of the inmate, or sooner if required by the Standards or by law. Such assessment shall be performed by a physician, physician assistant or nurse practitioner. At a minimum, the comprehensive Health Assessment shall include:

- 2.5.4.1 Review of the Receiving Screening;
  - 2.5.4.2 Additional data necessary to complete a standard history and physical, including review of mental and dental status;
  - 2.5.4.3 Screening tests for communicable and chronic disease, as clinically indicated;
  - 2.5.4.4 Additional lab work as directed by a qualified health care professional for particular medical or health problems;
  - 2.5.4.5 Additional tests as required, based on the original screening tests;
  - 2.5.4.6 Physical examination, including a gynecological assessment for females, and
  - 2.5.4.7 Review of physical examination and test results by a qualified healthcare professional for problem identification;
- Initiation of therapy when appropriate, and referral to a mental health provider where indicated.

**2.5.5 Medical Health Care Services**

- 2.5.5.1 The Contractor shall provide medically necessary and adequate professional health care services, and shall be responsible for all medical health care orders. The Contractor shall provide appropriate and qualified health care professionals to visit the Facility as needed in order to diagnose, treat, and prescribe medications for inmates, as may be indicated.
- 2.5.5.2 The Contractor shall ensure that an on-call qualified health care professional is available to provide an immediate response on site if requested by Facility staff in order to deliver emergency treatment and consultation for inmates at the detention facility on a 24-hour basis.
- 2.5.5.3 Provide diagnosis or referrals to other health care professionals or facilities for those inmates requiring more extensive treatment.
- 2.5.5.4 Coordinate and implement emergency referrals.
- 2.5.5.5 Advise Facility administrators of any potential situation which could place inmates and staff in jeopardy.



### **2.5.10 Medical Detoxification Services**

Contractor shall provide a medical detoxification program for drug and/or alcohol addicted inmates, which shall be administered on Facility property.

### **2.5.12 Consultation Services**

Contractor shall provide consultation service to detention Facility staff on any aspect of the health care delivery system at the Facility. This shall include evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate supply systems, problematic health care issues, pharmaceutical services and any other matter relating to health care services upon which the staff seeks the advice and counsel of the Contractor. The Contractor will also provide limited services to staff to include emergency consultation, and screenings required for protective-mask fit tests. The Contractor shall also provide nursing staff to conduct limited flu immunizations to staff if requested.

### **2.5.13 Training by Contractor for Facility Staff and Inmates**

Contractor will work with the facility, staff, and inmates to provide educational material and instruction on a variety of health care issues. These shall include, but not be limited to, CPR and first aid; response to an emergency or disaster condition; signs and symptoms of mental illness; alcohol and drug withdrawal; chronic illness; completion of intake screenings; Bloodborne Pathogens, infectious diseases and Universal Precautions, Basic Medical Situations, Suicide Prevention, transmission of communicable diseases, and other courses as deemed appropriate by the Contractor and the Sheriff's Office. Facility's employees may be included in any in-service offerings available to the medical staff. Proponents will outline what services they are able to offer in these areas.

### **2.5.14 Waste Management**

Contractor will recommend a method of appropriate disposal of contaminated or regulated medical waste, including needles, syringes, and other materials used in the treatment of inmates. The Sheriff's Office will be responsible for waste disposal.

## **2.6 Policies and Procedures**

- 2.6.1 Policies and Procedures of the Contractor relating to the Facility's Health Care Delivery System (including medical, psychiatric, psychological, and dental care) are generally to be established and implemented solely by the Contractor. The Contractor shall develop and implement policies which ensure appropriate comprehensive health care in compliance with recognized standards, laws, ordinances, rules and regulations of federal, state, local authorities as may be applicable. The policies and procedures of the Contractor are subject to approval of the Sheriff's Office. Close coordination between the Contractor and mental health providers is required. While the final decision on appropriate medications rests with the medical provider, mental health providers will often confer with a psychiatric provider as to recommended prescriptions in problematic cases. Whenever the medical staff chooses not to prescribe recommended medications for a variety of reasons, the medical provider shall consult with mental health providers and document the reasons for not following the recommendations.
- 2.6.2 The Sheriff's Office retains the right to review and approve policies and procedures of the Contractor in any other area affecting the performance of the Contractor's responsibilities under law.
- 2.6.3 Contractor shall maintain complete, accurate, and confidential medical records separate from the Facility confinement records of the inmate in compliance with all laws and regulations. In any criminal or civil claim or litigation, where the physical condition of an inmate is at issue, or where medical care is at issue; Contractor shall provide the Sheriff, Jail Administrator or designee with access to, and upon request copies of, records and documents relevant to such medical care, claims or litigation, to the extent permitted by law. The Contractor acknowledges that, in receiving, storing, processing or otherwise dealing with any identifiable healthcare information (the "Information"), the Contractor is fully bound by the confidentiality provisions and restrictions of the Maine Health Information Act and Health Insurance Portability and Accountability Act of 1996, and the Federal drug and alcohol regulations. The Contractor, his agents and employees will use or disclose the Information solely for the purpose of carrying out the Contractor's duties as set forth in the Contract, or for the Contractor's own proper management and administration, or as otherwise authorized in writing by the recipient of the services, or as required by law. Without limiting the foregoing, Contractor also agrees that it will provide or disclose all Information requested by the recipient of the services or the Facility, consistent with the requirements and limitations set forth in the HIPAA Regulations, including but not limited to 45 C.F.R. § 164.512 (k)(5)(i).
- 2.6.4 The Contractor agrees to have the on-duty nurse tour the "Holding Area" of the jail at the beginning and end of the nurse's shift. The tour will be conducted jointly by the facility's Shift Supervisor or Designee, and its purpose is to jointly collaborate on security and medical and mental health issues of inmates being detained in this area. The Holding Area is an area where inmates with disciplinary, suicidal, or medical issues, and higher risk inmates, are temporarily housed. They are under a

heightened state of observation by staff and their current status must be routinely evaluated by mental health, medical and security personnel.

- 2.6.5 Coordination with family members. At the request of the Jail Administrator or designee, the Contractor agrees that with the appropriate confidentiality release and in accordance with HIPPA regulations, the Contractor will consult with concerned family members designated by an inmate regarding the inmate's physical condition or pharmaceutical status.

## **2.7 Contractor's Personnel**

- 2.7.1 Contractor must recruit, interview, hire, train and supervise all health care staff. Such health care staff must be adequate to meet all conditions and specifications of this contract. All staff providing services under this contract must have satisfactorily undergone criminal background check and be licensed to practice in the State of Maine. All medical personnel will wear identification tags approved by the Sheriff's Office.
- 2.7.2 The Facility will take all reasonable, usual, and customary steps necessary to screen healthcare personnel to ensure that such personnel will not constitute a security risk to the Facility or the inmates. Contractor will perform and pay for drug screening on health care personnel to the same extent and routine as the Facility does its on security personnel.
- 2.7.3 At the time members of the medical staff are assigned by the Contractor to the Facility, the Contractor will provide and maintain on-site copies of their professional licenses and certification, as well as individual plans of supervision. The Contractor will inform the jail administrator or sheriff of any complaints filed at any time against the Contractor with the Board of Licensure in Medicine, the Board of Nursing, or other applicable licensing board, and will inform the Sheriff or Jail Administrator of the ultimate outcome of any such complaints.
- 2.7.4 Proponent shall base its submitted Proposal on the assumption that the average daily inmate population will be as shown in the table at section 1.1.1.
- 2.7.5 The Contractor shall maintain minimum staffing requirements necessary to provide the services required pursuant to the Contract.
- 2.7.6 All on site-health care personnel who provide services shall receive orientation in security procedures.

- 2.7.7 Contractor's appropriate medical health personnel shall attend and participate in Facility staff meetings as indicated.
- 2.7.8 Contractor agrees that in the event the Sheriff's Office, in its discretion, is dissatisfied with any of the health care providers under this Contract, the Sheriff's Office may give written notice to Contractor of such fact and the reasons therefore. If the problem cannot be resolved, Contractor agrees to remove individuals about whom dissatisfaction has been expressed by the Sheriff's Office and agrees to make arrangements to cover those positions until other appropriate personnel can be found. The Sheriff's Office reserves the right to refuse to allow any employee, agent, subcontractor, vendor or representative of Contractor admittance to the facility and participation under this Agreement. The decision to deny admittance to the facility shall be made by the Jail Administrator or designee. The Jail Administrator or designee shall meet with representatives of the Contractor within fourteen (14) days of the denial. The purpose of the meeting will be to discuss the reasons for the denial and the future status of the employee, agent, subcontractor, vendor or representative, who was denied access. The decision to deny access will not create any financial liability on the Sheriff's Office, including reimbursement for loss of wages, fees, services, or unemployment or another form of compensation.
- 2.7.9 In the event Contractor's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of facility, this shall be part of their service time pursuant to this Agreement unless otherwise stipulated in the Agreement.
- 2.7.10 The Contractor and any of its agents and subcontractors shall abide by all matters of policy, rules, regulations, services, tests, procedures, projects, research, administration and other matters established by the agency.
- 2.7.11 Inmates shall not be employed or otherwise engaged by either Contractor or the Sheriff's Office in the direct rendering of any health care services.

## **2.8 Facility Requirements**

### **2.8.1 Building and Equipment**

- 2.8.1.1 The Facility will provide, install, maintain, repair, replace when necessary, and permit Contractor to use all medical equipment within the Facility. The Facility will provide, maintain and repair the building structure in areas assigned to Contractor, including necessary painting, and the maintenance of water, steam, refrigeration, sewer, electrical lines, ventilation, air conditioning, lighting, heating, ductwork, floor and floor covering walls and

ceilings. However, the Contractor shall bear the expense of repairs necessary because of the negligence of Contractor or its employees.

2.8.1.2 The Facility will provide all security, pest control, housekeeping, sanitation (including walls, floors, and fixtures, but excluding sanitation of medical equipment and non-disposable supplies), and utilities. The Facility will provide local telephone service.

2.8.1.3 The Facility will continue to maintain all health care equipment necessary for the performance of this contract during the term of this Contract. If Contractor desires additional equipment, it shall be the responsibility of Contractor to notify the Facility of a need for such equipment. The equipment will be provided if The Sheriff's Office agrees and the budget allows.

## **2.8.2 Food, Linen, and Other Services**

The Facility will provide daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies for each inmate receiving health care services. Individuals employed under this Agreement will have the option to exercise meal privileges consistent to that of a corrections officer during their hours of employment.

## **2.8.3 Pre-Contract Inventory**

The Facility will provide to Contractor control of all medical and office equipment and supplies in place at the Facility's health care unit. At the termination of this or any subsequent Contract, Contractor will return to the Facility control of all supplies, medical and office equipment in working order, reasonable wear and tear accepted.

## **2.9 Reports Provided to Facility by Contractor**

2.9.1 The Contractor shall regularly communicate at least monthly with the Jail Administrator on emerging medical issues and provide written reports on matters of concern or potential liability.

2.9.2 Contractor shall regularly confer with Facility staff concerning existing health-related procedures within the institution, any proposed changes in procedures and other matters, as either party deems appropriate.

2.9.3 Periodic meetings of at least one per quarter shall be held between Contractor and designated Facility staff.

## **2.10 Contractor Compensation**

### **2.10.1 Compensation**

The Sheriff's Office shall pay to the Contractor the annual base amount as set forth in the Proposal Submission Forms accepted by the Sheriff's Office in its Award of Contract ("the Annual Fee"). The Annual Fee shall be paid to the Contractor in twelve equal monthly installments during the term of the Contract. Contractor shall invoice the Facility thirty (30) days prior to the month in which services are to be provided. The Sheriff's Office agrees to pay Contractor by the first Friday of the month in which services will be rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Contractor will be prorated accordingly for the shortened month. Substantial changes in these population figures may form the basis for renegotiation of Contractor's compensation during the terms of this contract.

### **2.10.2 Third-Party Reimbursement**

Contractor will assist the Sheriff's Office in seeking third-party reimbursement for medical services where such reimbursement is available. The Contractor will share all documentation received on insurance of third-party claims with the Sheriff's Office. The Contractor will establish operational procedures for recovering the cost of inmate health care through insurance or government reimbursement, and shall make all reasonable efforts to obtain same.

## **2.11 Health Care Cost Control**

Contractor shall provide health care at accepted per-inmate cost levels. The Contractor shall be required, by the Contract, to maintain data regarding projected and actual costs in written or electronic organized and retrievable form, and to provide periodic reports to the Jail Administrator with respect to the data.

**END SECTION 2**

## **SECTION 3 - PROPOSAL PREPARATION INSTRUCTIONS, FORMAT, AND FORM**

### **3.1 Proposal Preparation Instructions**

- 3.1.1 All proposals shall be complete and carefully worded and must convey all of the information requested by the Sheriff's Office. If significant errors are found in the Proponent's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Sheriff's Office and the Sheriff's Office alone will be the judge as to whether that variance is significant enough to reject the proposal.
- 3.1.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proponent's capabilities to satisfy the requirements of the RFP. Emphasis should be on the completeness and clarity of content. When requested to address specific sections of the RFP, Proponent shall reference the responses with the RFP's section number and the responses shall be in the same numerical order of the RFP sections.
- 3.1.3 One (1) original and three (3) copies of the complete proposal are required, each in individual three (3) ring notebooks. Each notebook should contain all documentation.
- 3.1.4.1 The original Proposal and the required copies shall be submitted in a sealed package. The outside of the package shall indicate the name of the company submitting the proposal, and the date the package is submitted and shall be marked, "RFP FOR HEALTH CARE SERVICES FOR THE AROOSTOOK COUNTY JAIL."

### **3.2 Proposal Format**

Proposals shall be concise. All submitted information shall be in a Three-Ring Binder (or equivalent binding), indexed according to the Sections detailed below and shall contain the following:

#### **Section 1: Original RFP Package with completed Proposal Form**

This section shall contain the entire RFP package as received by the Proponent, and shall complete the proposal form contained in section 3.3 of the RFP.

**Section 2: Acknowledgment of General Conditions, Contract Requirements, and Insurance Requirements**

Proponent shall submit a narrative addressing acknowledgment and understanding of the requirements of Section 1 of the RFP. A Contract will include the provisions of this RFP unless otherwise negotiated.

**Section 3: Acknowledgment of Compensation Requirements**

Proponent shall submit a plan addressing, at a minimum, all requirements in sections 2.10 and 2.11 of the RFP.

**Section 4: Health Care Services**

Proponent shall submit a plan addressing, at a minimum, all requirements in section 2.3, 2.5, 2.6, 2.7 and 2.9 of the RFP.

**Section 5: Staff Recruiting, Motivation, and Training Plans**

Proponent shall submit a plan addressing, at a minimum, all requirements in section 2.7 of the RFP.

Proponent shall also submit as part of this Section 5, the qualifications or resumes of key personnel referenced in Section 2.7.

Proponent shall also submit as part of this Section 5, a proposed staffing pattern that is consistent with the information provided in response to Section 2.7. The staffing plan shall be detailed and indicate the number of Professional Staff, Administrative/Support Staff, and Nursing Staff, coverage assignments, locations, and duties for a seven (7) day period. The staffing pattern proposed would be the basis for the minimum staffing coverage required of the Contractor during the contract period.

**Section 6: Transition Plan**

In the event that the contract is awarded to a Proponent other than the current provider, the Proponent shall submit a plan addressing the transition from the current facility medical services provider's operation to Proponent's proposed operation at the Facility.

**Section 7: Exceptions to RFP Requirements**



Any requirement that Proponent takes exception to must be listed in this section. Failure to identify an exception shall be treated as a waiver by the Proponent, and if the Proponent indicates that the Proponent is unable to provide the Services in the manner or for the cost set forth in the Proposal, or has an undisclosed exception to an RFP requirement, the Sheriff's Office may withdraw the Award of the Contract upon written notice to Proponent and offer the Contract to another Proponent.

**Section 8: Other Information Proponent Desires to Furnish**

This section is to be reserved for any information provided over and above the specific information requested in the RFP.

**3.3 Proposal Form**

**JAIL MEDICAL SERVICES  
PROPOSAL FORM**

**PROPOSAL FOR HEALTH CARE SERVICES AT AROOSTOOK COUNTY JAIL.**

**Deadline for Receipt of Proposals is 4:00 p.m. on June 14, 2019.**

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this proposal for the Proponent.

**Compensation**

	Base Annual Compensation based upon Average Daily Population shown in sec. 1.1.1	
12-month period beginning August 01, 2019	\$	

**Notes:**

**Notice to Proceed**

The undersigned, if awarded the contract, hereby agrees to execute a Contract with the Aroostook County Jail consistent with the terms and provisions set forth in this RFP within ten (10) days after Offer Date.

**Addendum**

Receipt of the following Addendum is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**Proponent Information**

Please check as appropriate and complete the items below. The Proponent is:

An Individual

A Partnership between: \_\_\_\_\_  
\_\_\_\_\_

A Joint Venture consisting of: \_\_\_\_\_  
\_\_\_\_\_

A Corporation organized under the laws of the State of \_\_\_\_\_  
*(List name of state appearing on the corporate seal and affix seal below where indicated.)*

By signing this document the bidder certifies that this is a proposal for the delivery of medical services to the Aroostook County Jail. In the event that the Proposal is accepted by the Sheriff's Office and a Contract executed by the parties, but the State of Maine should, through Legislative action, assume responsibility of the operation of the specified jail, the Contract and the underlying Proposal shall immediately become null and void. The Contractor could approach the State of Maine to negotiate the delivery of services by the Contractor, with terms and conditions similar to the Contract, , but any such negotiations or outcomes would be entirely with the discretion and control of the State of Maine, and the Sheriff's Office would have no control, obligation or liability with respect to such process o outcomes.

<b>BY</b> ( <i>signature of representative</i> ):	
<b>NAME AND TITLE:</b>	
<b>COMPANY:</b>	
<b>ADDRESS:</b>	
<b>TELEPHONE:</b>	
E-MAIL	
<b>FAX:</b>	

Submit to: \_\_\_\_\_

Contact number:

SEAL-IF PROPOSAL IS BY A CORPORATION

ATTEST BY: \_\_\_\_\_