

**Cache County Sheriff's Office**

**Request For Proposal**

**Inmate Medical Services  
Cache County Sheriff's Office Jail Facility**

**PROPOSALS MUST BE DELIVERED  
NO LATER THAN 5:00 PM (MDT) July 21, 2017, TO:**

**RFP – Inmate Medical Services  
Chief Deputy Matt Bilodeau  
1225 W. Valley View, Suite 200  
Logan, Utah 84321**

**TABLE OF CONTENTS**

REQUEST FOR PROPOSAL.....3  
PROPOSAL INSTRUCTIONS.....4  
STANDARD TERMS AND CONDITIONS.....5  
INDEMNIFICATION AND GENERAL PROVISIONS.....8  
SPECIAL INSTRUCTIONS.....9  
BACKGROUND AND DEMOGRAPHICS.....10  
SCOPE OF CONTRACT.....12  
SPECIFICATIONS AND PROGRAM REQUIREMENTS.....14  
PROPOSAL SUBMISSION FORM AND REQUIREMENTS.....20  
EVALUATION OF PROPOSALS.....23  
ATTACHMENT A: PROPOSAL PRICE FORM.....24  
ATTACHMENT B: PAST PERFORMANCE AND REFERENCES.....25  
ATTACHMENT C: CACHE COUNTY AGREEMENT (DRAFT).....26  
ATTACHMENT D: INSURANCE AND BOND REQUIREMENTS.....34

## REQUEST FOR PROPOSAL

### Notice to Respondents

The Cache County Sheriff's Office is accepting sealed proposals for the following:

#### **INMATE MEDICAL SERVICES**

Respondents shall be qualified vendors who can provide a contract for Inmate Medical Services for the Cache County Sheriff's Office, in accordance with the terms, conditions and requirements set forth in this Request for Proposal (RFP).

The purpose of this RFP is to solicit proposals from qualified Respondents to provide professional services for comprehensive medical and ancillary healthcare programs and services for the Cache County Sheriff's Office Jail Facility (Inmate Medical Services). Services will include, but are not limited to, comprehensive medical management, on-site physicians, 24/7/365 nursing, lab, X-ray, on-site routine medical services, billing and claims management, and inmate intake screening.

Our intent is to obtain the services of a qualified professional provider with extensive experience in the provision of medical and ancillary care programs and services for the jail facility.

Specifications may be obtained at the office of Chief Deputy Matt Bilodeau, 1225 W. Valley View, Suite 200, Logan, Utah 84321 or online at [www.cachesherriff.com](http://www.cachesherriff.com).

Arrangements for an onsite visit or pre-proposal conference may be scheduled between June 22, 2017, and July 18, 2017, from 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays. Your appointment must be scheduled by contacting Chief Deputy Matt Bilodeau or Lt. Doyle Peck.

**Bids shall be received by Chief Deputy Matt Bilodeau, 1225 W. Valley View, Suite 200, Logan, Utah 84321, until 5:00 PM (MDT), July 21, 2017.**

The County shall have the right to reject any and all bids, or to waive any formality in bid or bids as may be deemed in the best interest of the County.

## PROPOSAL INSTRUCTIONS

1. **Carefully** read all portions of the proposal package and fill out all forms **completely**.
2. Questions will be taken until 5:00 PM (MDT), July 20, 2017.
3. Signatures **must** be handwritten and in **ink**.
4. **One** complete original proposal package with original signatures and **three copies** must be submitted.
5. **All Proposals must be sealed** when returned to the Cache County Sheriff's Office.
6. The bid title "RFP – Inmate Medical Services" **must be noted** on the outside of the sealed proposal package.
7. **Respondents or representatives of the Respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of the County, including the County Judges and Council members, concerning this Proposal.**
8. Proposal packages must be returned to:  
  
RFP – Inmate Medical Services  
Matt Bilodeau, Chief Deputy  
Cache County Sheriff's Office  
1225 W. Valley View, Suite 200  
Logan, Utah 84321
9. **LATE PROPOSALS WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

## STANDARD TERMS AND CONDITIONS

Proposals are solicited for Inmate Medical Services for the Cache County Sheriff's Office Jail Facility. **By returning this proposal with price(s) quoted, Respondents certify and agree to the following:**

1. **Non-performance or non-compliance** of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications, shall be basis for termination by the County of the proposal or final executed contract.
2. **The County reserves the right to reject any or all proposals submitted and to waive any technicalities or formalities considered to be in the best interest of the County.**
3. **Certificates of insurance** shall be provided certifying proof of the required coverage, including the date of expiration. Coverage shall include Comprehensive General Liability, Employers Liability and Workers' Compensation and Professional Liability Insurance.
4. **Additional or alternate bonds** may be required in accordance with State statutes as outlined in the Specifications. Payment and performance bonds for an independent project should be submitted solely for the protection of all claimants.
5. **Contract renewals** may be made only by the Cache County Sheriff for approval and agreement between the County and the Respondent.
6. **Independent Contractor:** The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work.
7. **Assignment delegation:** No right or interest in this proposal or the final executed contract shall be assigned or delegated without the written permission of the County.
8. **Qualifications:** The Respondent shall affirmatively demonstrate its qualifications by meeting or exceeding the following minimum requirements:
  - a. Provide financial resources or the ability to obtain such resources.
  - b. Comply with any required or proposed delivery schedule.
  - c. Satisfactory record of performance.
  - d. Satisfactory record of integrity and ethics.
  - e. Be qualified and eligible to receive the award.
9. **Invoices** shall be submitted by the Respondent to the Cache County Jail Lieutenant, 1225 W. Valley View, Suite 100, Logan, Utah 84321. Invoices must detail the services delivered.

10. **Exemption:** The County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. The County will not pay additional taxes, surcharges or other fees not included in bid prices.
11. **Laws, Rules, Regulations, Orders:** The Respondent must at all times comply with all applicable laws, rules, regulations and orders of the Federal Government, State of Utah, County of Cache, and the City of Logan. Respondent must also meet and comply with all current State Commission on Jail Standards for medical requirements.
12. **Permits, Taxes, Licenses:** The Respondent is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.
13. **Agreement:** Only the Cache County Sheriff may enter into any type of agreement or contract on behalf of the Sheriff's Office. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
14. **Withdrawal:** Proposals may be withdrawn prior to an award.
15. **Minority Business Involvement:** The County is committed to developing, establishing, maintaining and enhancing minority business involvement in the total procurement process. The competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service and supplier utilization.
16. **Provisions:** Respondents must agree to provide the following information as part of the proposal:
  - a. **Form of business** (if a corporation, limited partnership or limited liability company, indicate the state of creation).
  - b. **Name of contact person** (single point of contact with the Respondent).
  - c. **Current fiscal year-end and year-to-date financial statements.**
17. **Records:** The awarded Respondent shall maintain detailed records to justify all charges, expenses and costs incurred in performing the work for at least two years after completion of the contract resulting from this request for proposal. The County shall have access to all records, documents and information collected and/or maintained in the course of the administration of this agreement. Records are subject to the Government Records Access and Management Act of Utah (GRAMA). The following records are protected pursuant to GRAMA: Records, the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into an agreement with a government entity; records that, if disclosed, would jeopardize the security or safety of a correctional facility, or records relating to incarceration, treatment, probation, or parole, that would interfere with the control and supervision of an offender's incarceration, treatment, probation, or parole; trade secrets and commercial information or non-individual financial information if disclosure of the information could reasonably be expected to result in unfair

competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future and the person submitting the information has provided a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality.

## INDEMNIFICATION AND GENERAL PROVISIONS

### Indemnification

The successful Respondent shall indemnify and hold harmless Cache County, its officers, officials, agents, servants and employees, from all claims, actions, lawsuits, judgments, cost of litigation, including reasonable attorney's fees and punitive damages, or liabilities of any kind whatsoever, arising out of the provision of medical services to inmates in custody and control of the County or the failure to provide such services and any negligent or wrongful acts, including but not limited to malpractice of Respondent, its agents, servants or employees in providing services hereunder.

Respondent shall procure and maintain, with respect to the subject matter of this RFP, insurance coverage as set forth in Attachment D: Insurance and Bond Requirements.

### General Provisions

**Termination:** The County, upon a 30-day written notice to the Contractor, may terminate the agreement in whole or in part. In such event, all documents, data, models and reports prepared under the contract shall become the County's property. The requirement for a 30-day notice shall be waived in the event the contractor abandons its obligations under its agreement with the County or becomes bankrupt or fails to meet its payment obligations to its staff or suppliers.

**Governing Laws:** The agreement between the County and the Contractor shall be interpreted and enforced in accordance with the laws of the State of Utah. Jurisdiction and venue shall be in the First District Court, Cache County, State of Utah.

**The County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities or formalities, considered being in the best interest of the County.**

## **SPECIAL INSTRUCTIONS**

One original and three copies of the proposal are required. If brochures or other supportive documents are requested, four sets must be submitted with your proposal.

The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other carrier.

The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope/package is not clearly marked on the outside.

No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.

The County reserves the right to reject proposals of Respondents who lack experience and financial responsibility, or whose proposals are not complete and according to instructions.

Only sealed proposals received by the County will be accepted. Proposals submitted by any other means will not be accepted.

Questions about this Request for Proposal shall be in writing and referred to:

RFP – Inmate Medical Services  
Chief Deputy Matt Bilodeau  
1225 W. Valley View, Suite 200  
Logan, Utah 84321  
mbilodeau@cashesheriff.com

RFP – Inmate Medical Services  
Lt. Doyle Peck  
1225 W. Valley View, Suite 100  
Logan, Utah 84321  
dpeck@cashesheriff.com

## **BACKGROUND AND DEMOGRAPHICS**

### Background Information

The Facility is located at 1225 W. Valley View, in Logan, Utah. The facility opened in 2004. The medical unit is located on the first floor.

The Sheriff's Office operates a jail facility with a maximum capacity of housing 370 inmates. Operational optimal capacity is 304 inmates. We house County, State, and Federal inmates, and ICE detainees. We just started housing ICE detainees in January 2017. In the tables on the next page we have tried to show what our real numbers are in the areas where the biggest changes have occurred.

### Existing Medical Unit

The existing Medical Unit contains four (4) inmate medical cells with one bed, sink and toilet per cell. The remaining space includes the following:

- Medical Exam Room
- Nurses Office
- Dispensary

### Medical Co-Pay System

The facility subscribes to an inmate co-pay system.

There are no charges for intake screening and history, physicals or initial dental screenings. Proceeds of the co-pay system are returned to the County General Fund.

## Statistical Data

Following is an overview of statistical data for primary medical services for the period January 1, 2016, through December 31, 2016, unless otherwise noted. This data is for informational purposes only and in no way is intended to limit, project or predict the number of patient encounters to be provided by the vendor during the period of the contract.

<b>Primary Medical Service</b>	<b>Total Delivered</b>
Inmates Seen by Physician	260
Inmates Seen by Dentist	40
Medical Requests reviewed by Physician	260
Nurse Sick Call	262
Lab Work	163
X-Rays	19 ( we assume this will go up in 2017)
TB Tests	513 read (for the first four months of 2017)
Off-Site Doctor Appointments	6
Emergency Room Visits	10

*Table 1 2016 Primary Medical Service Delivered*

<b>2016 Medication Distribution</b>	<b>Total</b>
Average Daily Inmate Population	264 (the first five months of 2017)
Number of Inmates on Medication	71
Percentage of Inmates on Medication	27%
Number of Inmates on Psychotropic Meds	30
Percentage of Inmates on Psychotropic Meds	11%

*Table 2 Medication Distribution (2016)*

## **SCOPE OF CONTRACT**

Respondent shall be the sole supplier and/or coordinator of the medical delivery system at the Facility. Respondent shall be responsible for all medical care for all inmates (except Work Release inmates, who shall, when in the Facility, receive only emergency care from the provider) at the Facility. The term "medical care" includes mental health services and dental care. This responsibility of the Contractor for the medical care of an inmate commences with the commitment of the inmate to the custody of the Facility and ends with the release of the inmate.

### Terms of Contract

The term of this contract shall be for three years from the date of implementation, with two one-year renewal options. The contract may be evaluated at any time during this period, at terms and conditions mutually agreeable to both parties.

### Objectives

The objective is to enter into a contract between the successful respondent (unless all proposals are rejected) and County that will provide:

- a. Quality health services for inmates in custody and control of the Facility;
- b. Development and implementation of a medical plan with clear objectives, policies and procedures and with a process of documenting ongoing achievement of contract obligations;
- c. Operation of a health services program, 24 hours a day, 7 days a week, at full staffing, using only licensed, certified and professionally trained personnel;
- d. Administrative leadership that provides cost accountability and responsiveness to the contract administrator;
- e. Assurance that required ICE, federal, state and local requirements and standards of care are met;
- f. Continuing education for staff as required by the State;
- g. A healthcare system that is respectful of inmate rights to basic healthcare;
- h. Compliance with the standards established by the National Commission on Correctional Health Care (NCCHC) services in jails and the American Correctional Association (ACA) standards for medical services.

### Minimum Qualifications

To be considered for award of this contract, the Respondent must meet the following minimum qualifications:

1. The Respondent must be organized for the sole purpose of providing healthcare services and have previous experience with proven effectiveness in administering correctional healthcare programs.

2. The Respondent must have at least five continuous years of corporate experience in providing healthcare services at correctional facilities and have at least five current contracts with separate agencies with correctional facilities. At least three of these contracts shall be of similar size of inmate population to the Cache County Jail Facility. Respondent must submit a list of current contract vendors, addresses and contact information.
3. The successful respondent must operate healthcare services based on NCCHC and ACA policies and procedures and provide one reference with such accreditation standards.
4. The Respondent must demonstrate its ability to provide a healthcare system specifically for the Facility. It must demonstrate it has the ability for a 30-day start-up; that it has a proven system of recruiting staff; and it has an adequate support staff in its central office capable of competently supervising and monitoring its operations in the County.
5. All personnel will at least meet State Commission on Law Enforcement standards. The Cache County Sheriff's Office will provide the required jail policy training for your personnel.

## **SPECIFICATIONS AND PROGRAM REQUIREMENTS**

### **Administrative Requirements**

The medical staff must adhere to the code of medical ethics and policies in conjunction with the Cache County Sheriff's Office and the Utah State Jail Standards. All medical staff providing services in accordance with this solicitation must be licensed to practice in the State of Utah at the time the contract takes effect.

1. A singular designated physician health authority (Medical Director) will have responsibility for assuring the appropriateness and adequacy of inmate health. The proposal should address the Medical Director's responsibilities regarding in-service training, quality assurance and recruitment. The proposal should also address what part of on-site time provided by the Medical Director will be committed to administrative duties, direct care and involvement in quality assurance.
2. A full-time on-site Health Services Administrator shall have the general responsibility for the successful delivery of medical care pursuant to this solicitation and final contract. The Respondent shall indicate the qualifications and the range and scope of the responsibilities and activities for this position.
3. The Respondent shall, upon request, provide to the County proof of licenses and/or certificates for all professional staff. In addition, malpractice insurance must be on file for all physicians and Nurse Practitioners/Physician Assistants, and other employees, if applicable.
4. Copies of staffing schedules encompassing all medical staff are to be submitted to the Jail Lieutenant on the 15th of each month for the upcoming month. Daily updates should be supplied if there are changes.
5. Monthly and daily statistics will be required as follows:
  - a. A statistical report with narrative on noteworthy accomplishments or events will be due on the fifth business day of each month to the Jail Lieutenant that includes, but is not limited to, the following:
    - Inmates seen at sick call
    - Reports on TB tests reported to the State Health Department
    - Inmates seen by physician
    - Inmates seen by dentist
    - Inmates seen by psychiatrist
    - Medical specialty consultation referrals
    - Off-site hospital admissions
    - Emergency room visits
    - Infirmary admissions, patient days, average length of stay
    - Intake medical screening
    - Lab work

- b. A report of the previous 24 hours that captures, but is not limited to, the following data:
- Transfers to off-site hospital emergency departments
  - Communicable disease reporting
  - Suicide data (i.e., attempts and precautions taken)
  - Report on status of inmates in local hospitals
  - Report on status of inmates in jail infirmary
  - Completed medical incident report copies

This report shall be submitted to the Jail Lieutenant on a daily basis.

6. Grievances shall be monitored to detect areas of concern. Inmate grievances shall be documented on a log and a response shall be prepared within three working days of receipt. Completed responses will be returned to the inmate through the Contract Administrator.
7. The establishment of a comprehensive quality improvement activity that will monitor the health services provided.
8. The establishment of an infection control activity that monitors the incidence of infectious and communicable diseases and seeks to prevent their incidence and spread and provides for the care and treatment of inmates so infected.
9. The contract provider for medical services shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the Cache County Sheriff's Office to the extent or degree required by Cache County Sheriff's Office policies and procedures.

## **Personnel Requirements**

Adequate medical personnel required to provide those services listed in the proposal must be provided. Proposals must show a complete and detailed staffing arrangement, by degree of competency, which shall provide adequate support for the operation of the medical program. Staffing plans will show the total number of employees who are full-time (40 hours per week on-site) and part-time; position titles and license/certification; and total number and positions per shift and on holiday. Adequate medical personnel are required 24 hours a day, seven days per week for inmate medical services.

### Medical Physician/Director

- A board-certified medical physician available for site visits at a minimum of 4 hours per visit, 1 days per week and on an on-call basis 24/7/365. The Medical Physician/Director must reside locally.
- If the Medical Physician/Director is absent, an acceptable alternative shall be submitted as a replacement.

### Other Medical Staff

- A Registered Nurse (RN) will be appointed as the Health Services Administrator, and shall work at least five days per week, 40 hours per week and on call 24/7. The Health Services Administrator must reside locally.
- The Respondent will provide a resident nursing staff within the County Sheriff's Office Jail Facility 24/7/365. The Respondent will recommend a base level for licensed vocational nurse (LVN) personnel.

### Additional Personnel Requirements

As the inmate population varies due to emergency or non-emergency situations, the Cache County Sheriff's Office will provide the Respondent with a work order for additional licensed practical nursing (LPN) personnel as required to meet medical services support needs.

### Staffing Plan - Vacancies

Positions shall be filled within 30 days of the vacancy. If a vacancy exists for more than 30 days, the Cache County Sheriff's Office shall receive a credit equivalent to the cost of the position for the time of the vacancy.

### Staffing Plan – Employment

- The Respondent will ensure that all medical staff members complete all required paperwork to initiate a background check.
- Respondent must provide proof that medical services staff has successfully passed a recent pre-employment drug and alcohol screening at a certified laboratory before working in the Cache County Sheriff's Office Jail Facility.
- The Respondent will ensure that all its employees participate and satisfactorily complete Jail instruction as provided by the Cache County Sheriff's Office.
- Potential new hires must pass a background investigation conducted by the Cache County Sheriff's Office as a prerequisite for initial and/or continued employment. The Sheriff must approve all staff hired, or working in our facility. Rejection of any job applicant or current employee by the Cache County Sheriff's Office will be final.

### **Care and Treatment Requirements**

**Sick Call/Inmate Request for Medical Assistance:** Medical services staff will establish and implement daily sick call procedures for inmates in custody and care of the County Jail Facility.

**Medical Intake Screening Assessments:** Respondent will recommend policies and procedures for inmate medical assessments for inmates requesting assistance. The Sheriff's Office will accept the requirement for its staff to perform a basic intake screening with medical review by Respondent, and Respondent shall screen potential inmates upon request of the Sheriff's Office Jail personnel.

**Infectious Disease Services:** The Respondent shall recommend policy and procedures for the quarantining care and handling of inmates diagnosed with infectious disease, chronic illnesses and other special medical needs. The Bear River Health Department will be notified of all infectious diseases and protocol for medical care provided to the inmates within seven days.

Medical Services staff will provide skin tuberculin testing within seven days of booking and at the time of booking for ICE inmates. Medical staff will also provide X-ray services for positive tuberculin results.

**Laboratory Services:** The Respondent will ensure the availability of laboratory studies as determined necessary. Routine and stat laboratory specimens will be reviewed and signed by a physician with reports provided in a timely manner.

**Mental Health Services:** Referrals shall be given to the Bear River Mental Health behavioral staff.

**Nutritional Services:** The Respondent will be responsible for cooperating with the established Food Service program to ensure the provision of medically necessary diets.

**Pharmaceutical Services:** The Respondent will **NOT** be required provide a pharmaceutical program. We have a class B pharmacy on location and are currently under contract with a local company.

**Medications:** Narcotic medications will be secured using double lock procedures.

**Radiological Services:** The Respondent will ensure access to radiological studies as determined necessary. Routine and stat radiology services will be processed, and written reports will be provided, in a timely manner. A board-certified or board-eligible radiologist will interpret test results.

**Female Health Services:** The Respondent will be responsible for the provision of medically necessary services to the female inmate population to include, at a minimum, prenatal and post-partum care.

#### Additional Miscellaneous Duties

- The Respondent shall respond to and answer complaints/grievances in accordance with the Sheriff's Office policy.
- The Respondent will participate and track the inmate co-pay program. The inmate fees collected will be deposited in the County General Fund. The Respondent will not collect or handle inmate funds.
- Respondent's medical staff is subject to court appearance to testify on medical issues relating to criminal hearings.

## **Services to Staff**

The Respondent will provide the following services for Sheriff's Office and staff:

- Emergency services including first aid, assessment, stabilization and the coordination of transport of employees or visitors who become ill or injured in or near the Facility.
- Provide tuberculin testing, HEP B series, and Flu shots for all Sheriff's Office personnel and all new hires (paid for by Cache County); provide appropriate record keeping.
- In-service medical training (e.g., blood-borne pathogens, mental health concerns, suicide awareness, CPR, first aid, etc.), as requested.
- In-field triage and care during extraordinary events.

## **Medical Record Requirements**

- The Respondent will recommend policies and procedures addressing the medical record format and documentation requirements as set forth by HIPAA and other applicable policies and regulations.
- A medical record consistent with state regulations and community standards of practice shall be maintained on each inmate at time of initial inmate screening. These records shall be kept separate from the jail confinement records of the inmate. Medical records will be maintained on a stand-alone electronic system; we use CorEMR. All medical records shall be the property of the Sheriff's Office.
- Individual medical records shall be initiated and maintained for every inmate regarding medical, dental or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignment to a housing area.
- The Respondent shall prepare health summaries to be sent with inmates being transferred to the State Department of Corrections, ICE or for U.S. Marshal inmate transfers.
- The Respondent will examine and provide medical clearance for all inmate workers, as requested by the Facility.

## **Billing Process / Record Keeping**

- The arresting authority shall be financially responsible for payment of emergency off-site medical hospitalization expenses associated with an injury sustained by a person during a lawful arrest. Illness/injury occurring after booking and while in custody will be the responsibility of the Sheriff's Office once the person has been accepted into custody by the Sheriff's Office.
- Every inmate sentenced to a "work release" confinement shall be responsible for any injury that occurs while not physically housed in the Sheriff's Office Jail Facility.
- Respondent will be responsible for verification of incoming invoices from off-site providers to ensure the validity of the invoices and that discounts are applied. After processing, the invoices will be forwarded to the County.
- Respondent shall submit to the Sheriff's Office by the 10th of each month, covering the preceding month, an invoice for medical services. The price charged to the Sheriff's Office shall be described in the proposal.

## **Supplies, Office and Equipment**

From start-up, all Sheriff's Office expendable/consumable supplies on hand will be distributed until depleted at no charge to the Sheriff's Office. Thereafter, replenishment stocks will be acquired by the Respondent and charged to the Sheriff's Office per this agreement.

The Respondent must purchase and safely manage all consumable supplies and products that are required for the medical services operation. These supplies and products shall remain the property of the Sheriff's Office.

The Respondent must achieve, at a minimum, a satisfactory rating during an inspection of the facility. Inspections of the facility will be conducted by the Sheriff's Office, Utah State Jail Standards, ICE and any other agency that has inmates housed at the Cache County Sheriff's Office, or as directed by the Sheriff.

The Sheriff's Office owns all existing medical equipment and office furnishings in the Medical Unit. If additional equipment or furnishings are required during the term of the contract, a written list of equipment and justification of need should be forwarded to the Sheriff's Office for consideration and processing. If the Respondent determines that additional equipment will be required before start-up, that list shall be included as part of the proposal.

Upon contract termination, equipment purchased by the Respondent will remain the property of the Respondent, as part of the agreement. Upon contract termination, equipment purchased by the Sheriff's Office will remain property of the Sheriff's Office.

The Respondent agrees to provide equipment and supplies necessary for the provision for covered services unless specifically identified as a Sheriff's Office responsibility.

All office equipment can be used by the Respondent; however, office supplies have to be provided by the Respondent at their expense.

The Sheriff's Office will have final authority with respect to financial responsibility with equipment and furnishings purchases.

## **PROPOSAL SUBMISSION FORM AND REQUIREMENTS**

### **PROPOSAL FORMAT**

The following information shall be submitted in your proposal **in the order listed below** in a binder with tabs differentiating each section. Failure to submit this information will render your proposal non-responsive. Respondents having questions should contact the Contract Administrator.

To be considered, prospective contractors must submit a complete response as required by the RFP. Respondents must submit evidence of their ability to provide complete, thorough and comprehensive responses and information for each of the following components of the RFP.

#### **A. Firm/Company Description**

- Describe the ownership and current principals of your firm and any other firm that you propose to become part of your team. Include the office that will be submitting this proposal.
- Provide proposed project manager for this project and contact information.

#### **B. Financial Responsibility**

- Supply your latest financial statement (audited statement if available).
- Provide a statement demonstrating your ability to satisfy insurance requirements.

#### **C. Experience**

- Provide the five most recent similar contracts your firm has in place. For each contract, provide the name and phone number of an owner's representative who is familiar with your performance on the contract.
- Provide an organizational chart showing the lines of responsibility and accountability for your team, including a list of all positions who will work in the Sheriff's Office Medical Unit.
- Include the salary range for each full time employee position providing medical services for the Cache County Sheriff's Office.
- Has your company failed to retain a contract that it re-bid?
- Has your company ever lost or settled a lawsuit for actions alleged in the performance of inmate health care?
- Does your company have any current lawsuits pending for allegations relating to inmate health care?
- Has your company ever been terminated from any contracts prior to their expiration date?

#### **D. Medical Records/Reporting**

- Provide a sample report that shall be submitted to Sheriff's Office personnel on the overall medical classification and health status of inmates committed to the custody of the County.
- Describe your company's policies and procedures of maintaining Medical Records, including on-site medical records.

**E. Healthcare Education/Transition Plan**

- Provide in detail your company's continued healthcare education program for inmates. Topics included in your program should include, but are not limited to, instruction in self-care for chronic conditions, health risk assessment, personal hygiene, nutrition, venereal disease, exercise and chemical substance abuse.
- Provide in detail your company's continued training plan for Cache County Sheriff's Office staff. Topics included in your program should cover CPR training, first aid instruction and other continuing professional education courses.
- Provide your company's transition plan.

**F. Off-site Medical Services/Emergency Care**

- Provide a detailed summary of procedures of your company's approach for off-site medical services.
- Provide a detailed summary of procedures of your company's approach for emergency medical care.

**G. On-Site Medical Services**

- Provide a detailed summary of procedures of your company's approach for on-site medical services.
- Provide a sample manual of written policies and procedures that will be maintained on-site by awarded Respondent.
- Provide your company's proposed staffing schedule for Nurse Medical Care at the Sheriff's Office Medical Unit.
- Provide your company's proposed staffing schedule for Physician Medical Care, including an on-call Physician plan at the Sheriff's Office Medical Unit.
- Include a list of all equipment and supplies Respondent will provide to insure proper medical services at the Sheriff's Office Medical Unit including, but not limited to, all medical services equipment and the proper maintenance.

**H. Medicine/Supplies**

- Provide a detailed summary of procedures of your company's approach for dispensing and administering medication (must comply with Pharmacy Practice Act).
- Include a summary of your company's approach to securing all medications.

**I. Other Benefits**

- Provide additional benefits of your team here.

**J. Respondent Reference Sheet**

- Complete and include list of verifiable references (Attachment B: Past Performance and References).

**K. Insurance**

- Please provide the name, address, and telephone number of insurance carrier along with information for worker's compensation insurance coverage along with certificate of insurance. Cache County shall be named as additional insured.
- The Respondent must have proof of minimum insurance coverage of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. This insurance must cover your organization and all of your employees.
- Respondent shall maintain at its expense the insurance coverage as stated in Attachment D for Workers' Compensation, General Liability and Professional Liability, including Medical Malpractice coverage. Notices and certificates of insurance shall be submitted to the Sheriff's Office.

**L. Payment for Services**

- Complete Attachment A: Proposal Price Form that states, as a lump sum, the base price for which the Respondent offers to provide the services and meet all the requirements of the RFP for the first year, based on an average daily population of 264 inmates.
- Include detailed descriptions for population reconciliation rebates back to the County for inmate populations below 200.

## **EVALUATION OF PROPOSALS**

Proposals will be opened after 5:00 PM (MDT), July 21, 2017.

An Evaluation Committee appointed by the Sheriff will evaluate each proposal. The Evaluation Committee will make recommendations to the Sheriff who will award the contract to the successful proposer, subject to the finalization of agreement following contract negotiations.

**ATTACHMENT A: PROPOSAL PRICE FORM**

All labor, materials, services and equipment necessary for the completion of the work described in this document and as proposed by the bidder will be completed for the lump sum amount of Dollars (\$) \_\_\_\_\_).

---

[Enter the total base proposal amount for the first year base, based on average daily inmate population of 260].

- 1. \*Total cost of first year of contract: \$ \_\_\_\_\_
  
- Additional cost/refund per inmate when the average daily population varies: \$ \_\_\_\_\_
  
- 2. Total cost of second year of contract: \$ \_\_\_\_\_

\*Provide a breakdown of the lump sum price by line item descriptions and amounts (e.g. staffing, consulting/specialty care, inpatient hospital care, pharmaceuticals, hospital emergency care costs, supplies, miscellaneous expenses, general administrative and operating costs, etc.). The total for the line items should be the same as the stated lump sum base price.

**Name and address of company**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Authorized Representative**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT B: PAST PERFORMANCE AND REFERENCES**

PLEASE list five references of customers who can verify the quality of service your company provide. The County prefers customers of similar size and scope of work to this proposal. Please provide your information using the following form.

<b>Contract Name</b>		
<b>Contract Numbers</b>		
<b>Role:</b> <i>i.e., Prime, Subcontractor, etc.</i>	<b>Client Organization</b>	
<b>Contract Type</b> <i>i.e., Firm Fixed Price, Cost Plus, etc.</i>	<b>Period of Performance</b>	<b>Total Contract Value</b>
<b>Client Contract Manager</b>	<b>Company Program Manager</b>	
<b>Project description, scope of work performed, services and products delivered.</b>		

## ATTACHMENT C

### CACHE COUNTY AGREEMENT Standard Contract Terms and Conditions for Professional Services Project: Inmate Medical Services

1. **PARTIES:** This agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Cache County, a body corporate and politic and a legal subdivision of the state of Utah, hereinafter referred to as the “COUNTY”, and \_\_\_\_\_, hereinafter referred to as “CONTRACTOR”.
2. **CONTRACT DOCUMENTS:** This agreement incorporates by reference the Request for Proposal, dated \_\_\_\_\_, which includes Insurance and Bond Requirements, and the Proposal dated \_\_\_\_\_.
3. **AUTHORITY:** Provisions of this contract (“Contract”) are pursuant to the authority set forth in Cache County Code 3.08, and related statutes which permit Cache County to purchase certain specified services, and other approved purchases for Cache County.
4. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Logan, in the First Judicial District Court for Cache County.
5. **LAWS AND REGULATIONS:** The person or entity contracting with Cache County under this Contract (“Contractor”) and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
6. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and Cache County staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
7. **TIME:** The Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
8. **TIME IS OF THE ESSENCE:** For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to Cache County and anyone for whom Cache County may be liable, as a result of the failure to timely complete the scope of work required under this Contract.

## **9. PAYMENT:**

9.1 Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate County official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.

9.2 The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail or electronic funds transfer.

9.3 The acceptance by the Contractor of final payment without a written protest filed with Cache County within ten (10) working days of receipt of final payment shall release Cache County from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.

**10. CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

**11. DOCUMENT OWNERSHIP:** Contractor agrees that any work/services and all Deliverables prepared for Cache County, to the extent to which it is eligible under copyright law in any county, shall be deemed a work made for hire, such that all right, title and interest in the work and Deliverables reside with the Cache County. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to Cache County. Contractor further agrees to provide all assistance reasonably requested by Cache County in the establishment, preservation and enforcement of its rights in such work and deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such work and deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.

**12. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

### 12.1 Status Verification System

(1) Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.

(2) The Contractor shall require that the following provision be placed in each subcontract at every tier: “The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.”

(3) Cache County will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.

(4) Manually or electronically signing the Proposal is deemed the Contractor’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302.

#### 12.2 Indemnity Clause for Status Verification System

Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, the Cache County and its officers, employees, agents, representatives and anyone that the Cache County may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor’s subcontractor or sub consultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

**13. CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Cache County, unless disclosure has been made. Contractor also represents that it has no conflict of interest in performing the services for Cache County under this Contract, unless such conflict of interest has been disclosed to Cache County and approval to proceed, notwithstanding the conflict, has been obtained from Cache County in writing.

**14. CONTRACTOR AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Cache County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Cache County, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by Cache County. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from Cache County for these Contract services. Persons employed by Cache County and acting under the direction of Cache County shall not be deemed to be employees or agents of the Contractor.

**15. INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release Cache County, and all its officials, officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the acts or negligence of (a) the Contractor, (b) the Contractor’s officers, agents, volunteers, or employees, (c) the Contractor’s subcontractors or sub consultants at any tier, or (d) anyone for whom Contractor may be liable but not for claims arising from Cache County’s sole negligence. The parties agree that if there are any Limitations of the Contractor’s Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

**16. EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the

basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any laws and policies of Cache County regarding any of the above mentioned prohibitions in this paragraph.

- 17. PERFORMANCE EVALUATION:** Cache County may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or sub consultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
- 18. WAIVERS:** No waiver by the Cache County or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
- 19. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- 20. RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
- 21. SUSPENSION/DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by Cache County. The Contractor must notify the Purchasing Agent within 30 days if suspended or debarred by any governmental entity during the Contract period.

**22. TERMINATION:**

22.1 Unless otherwise stated in the Additional Terms and Conditions of Cache County, if applicable, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (30) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

22.2 In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Cache County is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such

termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of the Cache County and shall be promptly delivered to the Cache County.

**23. INSURANCE:**

23.1 To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by the Cache County Risk Manager.

23.2 The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:

- (1) Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
- (2) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
- (3) Any other insurance described in the solicitation for this Contract, if applicable.

23.3 Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

23.4 The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

**24. STANDARD OF CARE:** The services of Contractor and its subcontractors and sub consultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to the Cache County for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the Cache County), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

**25. CACHE COUNTY REVIEWS, LIMITATIONS:** The right of the Cache County to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the Cache County, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the Cache County or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the Cache County of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to the Cache County in accordance with applicable law for all damages to the Cache County caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or sub consultants at any tier, if any.

**26. NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that Cache County cannot contract for the payment of funds not yet appropriated by the County Council. If the Council does not appropriate funds for paying Cache County's obligations on this Contract, or if funding to Cache County is reduced due to an order by the County Executive, or is required by State law, or if Federal funding (when applicable) is not provided, Cache County may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from Cache County upon 30 days written notice to Contractor. If this Contract is terminated, or services and purchase obligations are reduced due to non-appropriation of funds or reduction in funding, as described in the preceding sentence, Cache County will pay Contractor for services properly performed, and will reimburse Contractor for expenses incurred, as authorized under this Contract, through the date of cancellation or reduction, and this payment shall be Contractor's sole remedy, and Cache County will not be liable for any future commitments, penalties, or liquidated damages.

**27. SALES TAX EXEMPTION:** Cache County's sales and use tax exemption number is 11680799-002-STC. The tangible personal property or services being purchased are being paid from Cache County funds and used in the exercise of that entity's essential functions.

**28. PUBLIC INFORMATION:** Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives the Cache County express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Contractor also agrees that the Contractor's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

**29. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold Cache County, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of Cache County.

**31. DEFAULT AND REMEDIES:**

32.1 Any of the following events will constitute cause for Cache County to declare Contractor in default of this Contract:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Contract.

32.2 Should Contractor be in default under any of the provisions under Subsection 30.1 above, Cache County will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, Cache County may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Contractor from receiving future solicitations.

**32. FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. Cache County may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.

**33. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Cache County is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of Cache County, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

**34. CONFLICT OF TERMS:** In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc.

**35. ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related State solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of Cache County. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.

**36. DISPUTE RESOLUTION:** In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. Cache County, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If Cache County appoints such an expert or panel, Cache County and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

OWNER:

CONTRACTOR:

CACHE COUNTY \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Craig Buttars

County Executive

\_\_\_\_\_

Address for giving notices:

1225 W. Valley View, Suite 200

Logan, Utah 84321

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

END OF DOCUMENT

## ATTACHMENT D

### INSURANCE AND BOND REQUIREMENTS FOR: Inmate Medical Services

The Contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

#### A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$2,000,000. Limits must apply to this project individually.
2. **AUTOMOBILE LIABILITY:** \$1,000,000 per occurrence. "Any Auto" coverage is required.
3. **PROFESSIONAL LIABILITY:** \$1,000,000 per occurrence.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$1,000,000 per occurrence.

#### B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Cache County. At the option of Cache County, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Cache County, its officers, officials and employees; or (2) the Contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

#### C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to promptly disclose to Cache County, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

#### D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

##### I. General Liability and Automobile Liability Coverages

A. Cache County, its officers, officials, employees, and agents are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the Contracting party; premises owned, leased, hired or borrowed by the Contracting party. The coverage

shall contain no special limitations on the scope of protection afforded to Cache County, its officers, officials, employees, and agents.

B. The Contracting party's insurance coverage shall be a primary insurance as respects to Cache County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Cache County, its officers, officials, employees or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Cache County, its officers, officials, employees or volunteers.

D. The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

## II. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Cache County.

### **E. ACCEPTABILITY OF INSURERS**

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the County's Risk Manager.

### **F. VERIFICATION OF COVERAGE**

Contracting party shall furnish Cache County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Cache County before work commences. Cache County reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

### **G. SUBCONTRACTORS**

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.