



**Request for Proposal
RFP-4100-15-DH**

**Medical, Dental, and Mental Health Services Contract
for Mesa County Detention Facility**

RESPONSES DUE:

September 18, 2015 prior to 3:00PM Local

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

970-244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 **Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction, on behalf of the Mesa County Sheriff's Office, Detention Facility. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

- 1.2 **Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide medical, dental, and mental health services to inmates in the Mesa County Detention Facility in accordance with the terms, conditions, and scope of services contained in the solicitation documents.
- 1.3 **The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 **Mandatory Site Visit/Briefing:** A **mandatory** site visit/briefing is required by all Firms intending to submit a response to this RFP. Any Firm that does not attend the **mandatory** site visit/briefing shall not be eligible to submit a response to this RFP. **The site visit shall be held at the Mesa County Detention Facility, Main Lobby, located at 215 Rice Street, Grand Junction, CO on September 4, 2015 at 10:00am.**
- 1.5 **Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 **Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of Service contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to

this RFP, subject to limitations outlined in the entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

1.14 Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.15 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.16 Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Service is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include

all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of Service as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Service. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Service. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any Service knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the Service under a contract with the Firm.
- 2.5. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the Service, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.6. Changes in the Service:** The Owner, without invalidating the contract, may order changes in the Service within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the Service shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the Service or an adjustment in the contract sum or the contract time.
- 2.7. Minor Changes in the Service:** The Owner shall have authority to order minor changes in the Service not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.8. Uncovering & Correction of Service:** The Firm shall promptly correct all Service found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected Service, including the cost of the Owner's

additional services thereby made necessary. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Service under the above paragraphs shall be removed from the site where necessary and the Service shall be corrected to comply with the contract documents without cost to the Owner.

- 2.9. Acceptance Not Waiver:** The Owner's acceptance or approval of any Service furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his Service. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.10. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.11. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.12. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.13. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.14. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Service to be done or information that comes to the attention of the Offeror during the course of performing such Service is to be kept strictly confidential.
- 2.15. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.16. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.17. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Service proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

- 2.18. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.19. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.19.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.19.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.19.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.21. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.22. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.23. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.24. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

- 2.25. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.26. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.27. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.28. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.29. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.30. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.31. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.32. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.

- 2.33. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.34. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.35. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.36. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.37. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.38. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.39. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.40. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.41. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective

Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.42. Definitions:

- 2.42.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.42.2. The term "Service" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.42.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Service, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence Service without clarifying Drawings, Specifications, or Interpretations.
- 2.42.4. "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the Service at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

- 2.43. **Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Firm shall procure and maintain and, if applicable, shall cause any Sub-contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of Firms owned, hired, or non-owned vehicles assigned to be used in performance of the Service. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers, officials, employees, and volunteers as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General/Background: The Mesa County Detention Facility (MCDF) currently provides medical, dental, and mental health services to inmates under the terms of a current professional services contract between Mesa County and Correct Care Solutions. It is Mesa County's intent and preference to enter into a single contract with a single firm to provide all medical, dental, and mental health services described in this RFP. Also, Mesa County is interested in moving from paper/hardcopy medical records to electronic medical records. Therefore, Mesa County reserves the right to enter into more than one contract, exercise options for hardcopy or electronic medical records, and if in the sole judgment of Mesa County, to make a selection that is determined to be in the best interest of Mesa County following the evaluation of proposals received.

Furthermore, as an option, Mesa County reserves the right to not enter into any contracts with any health care provider firms that respond to this RFP, and may choose to hire

medically qualified employees directly and have all inmate health care (as described herein) provided by Mesa County employees.

Currently the “official” bed capacity of the Mesa County Detention Facility (MCDF) is 392 beds with a year to date (January – July) Average Daily Inmate Population (ADP) of 370. No predictions as to the future ADP are being offered or represented by the MCDF due to the existence of too many external contributing factors. The ADP for the last 3 calendar years is as follows: 2014-ADP = 332; 2013-ADP = 360; 2012- ADP = 314.

4.2. Specifications/Scope of Services:

ASSUMPTIONS IN PREPARING YOUR PROPOSAL RESPONSE: The assumptions in this section are a good faith representation on the part of Mesa County of the equipment and facilities available for the service provider to utilize in performing the scope of services. Statistics contained in this section concerning dollars spent on medications, emergencies, and other factors are based on the best information available at the time this RFP is issued.

The following facilities are available for use by the service provider in performing the scope of services contained in this RFP.

- * two examination rooms
- * a secure medications storage room
- * office space for a Director of Nursing
- * counter space and file storage
- * medical screening room in Booking area
- * a secure medical records storage room
- * an office for a Health Service Administrator
- * office space for a Mental Health Supervisor
- * dental office & equip. room
- * all utilities

The following medical equipment will be available for use by the service provider in performing the scope of services contained in this RFP:

- * 5 pulse oximeters
- * 1 portable Doppler ultrasound
- * 2 wall mount chargers & handles
- * 2 wall mount halogen exam lights
- * 1 instrument stand
- * 1 treatment table
- * 2 paper holders for exam tables
- * 1 code response bag
- * 1 solid oak stool (no wheels)
- * 1 backboard
- * 7 desktop computers (1 in Booking)
- * office chairs
- * 1 microscope
- * 3 electronic thermometers
- * 1 office scanner
- * 1 centrifuge
- * 1 electronic scale (in Booking)
- * 2 portable vital signs monitors
- * 1 EKG machine
- * 2 Littman stethoscopes
- * 2 otoscopes
- * 2 exam stools
- * 1 lab stool
- * 1 exam table with stirrups
- * 2 paper cutters for exam table
- * 2 beam scales
- * 2 wheelchairs
- * 1 under-counter refrigerator
- * 3 office desks
- * 3 oxygen concentrators
- * 1 AED
- * 2 ophthalmoscopes
- * 1 office printer
- * 5 nebulizer units
- * 1 wall mounted vital signs monitor (in Booking)

The following dental equipment will be available for use by the service provider in performing the scope of services contained in this RFP:

- * 2 dental chairs
- * 2 assistant's chairs
- * 1 ceiling lights
- * 1 autoclave
- * 1 central console
- * 2 compressors
- * 1 amalgamator
- * 1 straight hand piece
- * 6 high speed hand pieces
- * 2 doctor's chairs
- * 1 office chair
- * 1 cassette rack
- * 1 ultrasonic cleaner
- * 1 scaler
- * 1 vacuum
- * 5 slow speed hand pieces
- * 1 surgical hand piece
- * dexis digital dental x-ray with laptop - and annual service contract

In addition to the items listed above, respondents should assume that the Mesa County Sheriff's Office will provide all non-emergency, non-ambulance medical transportation and all security needs during on-site and off-site services. All other equipment deemed necessary by the service provider to provide the services as described in this RFP shall be provided by the service provider.

The following equipment is available for a service provider to provide the mental health services described in this RFP.

- * desk
- * office chair
- * file space
- * 1 desktop computer

All equipment and facilities described in this section shall remain the property of the Mesa County Sheriff's Office. The service provider shall provide any other equipment deemed necessary for the delivery of services described in this RFP.

STATISTICAL INFORMATION FOR CONSIDERATION IN PREPARING PROPOSALS:

Attached to this RFP as Medical Statistical Summary, are copies of the statistical information concerning medical and dental procedures for inmates in the MCDF for the period of January 2015 through July 2015. These reports were prepared by the current supplier and should be utilized by prospective service providers as a good indication of the relative frequency of certain medical and dental procedures. These statistical reports should be taken into consideration in preparing a proposal response.

A. MEDICAL SERVICES:

The Firm shall be responsible for appropriately responding to the medical health needs of the inmate population in the Mesa County Detention Facility as defined herein.

STAFFING REQUIREMENTS: Firm shall furnish adequately trained medical personnel, who are capable of successfully passing the Mesa County Sheriff's Office background checks (CCIC/NCIC) and such Firm's personnel must be oriented and available to provide full service when the Firm begins operations in the Mesa County Detention Facility on January 1, 2016.

Firm agrees to only select and furnish medical personnel who are licensed and qualified to provide professional coverage in the State of Colorado in their respective areas of medical expertise. Such documentation shall be submitted to the Sheriff prior to such persons commencing service. All new or replacement personnel shall be subject to this requirement throughout the initial term of this Contract and any period of extension. Firm's personnel shall comply with any and all current and future state, federal, and local laws, regulations and court orders.

At least one physician will be designated as the primary health authority and shall be available on a 24 hour basis for routine and emergency phone contacts. A maximum fifteen (15) minute telephonic response time shall be expected of the primary physician and/or a designated alternate if the primary physician is unavailable to respond.

Firm agrees to furnish adequate and qualified health care personnel required to provide the services listed herein in accordance with the example minimum Staffing Plan Matrix 2015 (see attached). Firm acknowledges that the Staffing Plan identified in the Staffing Matrix 2015 represents adequate staffing of health care personnel to provide the Mesa County Detention Facility with qualified medical personnel for twenty-four (24) hours, seven (7) days per week for the inmate health services as described herein.

The Firm will be required to provide full coverage for all vacant positions. The Firm will be required to provide a candidate for Sheriff's office approval within ten (10) days from the initial date of any vacancy. Mesa County will receive a refund or credit against future invoices for any vacant assignments. Proposal shall include a refund amount per hour for each assignment.

Mesa County recognizes Firm's supervisory staff needs to be able to use vacation and sick time in accordance with the Firm's policies, as well as needs to be able to receive on-going training specifically related to their job function. The Firm acknowledges any time, for the length of the contract, a supervisory employee is absent for vacation, sick leave or training, the MCDF Administration will be notified of which Firm employee will serve as the acting supervisor.

REQUIRED SERVICES:

RECEIVING SCREENING Mesa County Detention Facility nurse shall perform a receiving screening examination on all inmates upon their arrival. When requested by booking staff or shift supervisor, the on duty medical staff will examine inmates to determine the medical appropriateness for detention in the facility. The Firm shall not be financially liable for the care of persons injured during the arrest process, however, Firm shall assume liability and responsibility for follow-up care once the person becomes an inmate and is booked into the Mesa County Detention Facility. Following the initial assessment, the medical staff shall make a recommendation for:

- 1. Medically fit for detention:**
 - a. No further medical attention is necessary at this time or;
 - b. Referral to an appropriate detention health care service and/or other special attention, such as a "medical" or "special watch."

- 2. Medically unfit for detention:**

- a. Custody refused; arresting agency advised of the recommendation for emergency medical care with the cost of such care being the responsibility of the arresting agency; **not the responsibility of the Mesa County Detention Facility.**

Medical Receiving Screenings for purposes of this Contract shall be a system of structured inquiry and observation designed to prevent newly arrived inmates, who pose a health or safety threat to themselves or others, from being admitted to the facility's general population and to allow newly admitted inmates rapid access to medical care.

Mesa County shall inform inmate of his/her right to medical services and the appropriate procedure to be followed in order to obtain those services.

Health history, vital signs, and inmate health insurance information shall be collected and recorded only by qualified health care personnel. Health appraisals shall include the following at a minimum, but not limited to:

1. Administering of laboratory and/or diagnostic tests to detect the presence of communicable diseases, including sexually transmitted diseases and tuberculosis when indicated and as mutually agreed upon by Sheriff and Firm.
 2. Recording height, weight, pulse, blood pressure and temperature.
 3. Administering any other tests and examinations as deemed appropriate.
 4. Review of the results of the tests and identification of problems by a physician.
 5. In coordination with the mental health provider, perform post admission screening and referral for care of mentally ill or developmentally disabled inmates whose adaptation to the correctional environment may be significantly impaired.
 6. Initiation of therapy when appropriate.
 7. EKG as clinically indicated
 8. Additional tests as directed by Firm's physician.
 9. For special diets - verifying need with inmate's personal physician.
- For all medical situations, Firm's physician shall make the determination as to whether a medically related handicapping condition exists and the treatment, if any, that is to be provided.

DETOXIFICATION Upon request from Mesa County, Firm shall evaluate inmates during the receiving screening process for their use of, or dependence on, alcohol or other drugs. Detoxification services shall be provided in-house on a 24 hour per day basis using standing or direct medical orders. An inmate will be hospitalized only on the order of Firm's physician.

SUICIDE The risk of suicide, especially with first-time offenders or those instances involving alcohol and/or drug addiction and withdrawal shall be assessed upon request from Mesa County.

DAILY TRIAGING OF COMPLAINTS To assure that inmate health problems and complaints are handled promptly on a daily basis and to assure that the appropriate level of medical services is provided in the most efficient manner, Firm will operate the medical unit utilizing a triage system.

The administrator/Nurse Supervisor and Firm's physician shall implement a triage system that will be followed by all medical personnel. Said system shall ensure that inmates receive the appropriate level of care and that their complaints are properly processed and resolved. Medical staff shall solicit and identify all inmates with medical problems and/or complaints and treat them properly or refer them to the appropriate qualified medical person.

SICK CALL Sick call shall be held by a nurse at least once each day, seven days a week, including holidays. Sick call shall be conducted by a nurse and the Firm's physician a minimum of once per week. In addition to the minimum once per week sick call with the Firm's physician, sick call will be conducted at least once more per week with either the Firm's physician or the Firm's physician assistant or nurse practitioner. As outlined in the attached current staffing matrix, the current Firm's physician holds sick call once per week and the current Firm's nurse practitioner or physician's assistant holds sick call twice per week.

The majority of inmates to be seen by Firm's physician shall have been screened as part of the formal triage system. This shall not preclude, however, an inmate who has not been triaged, or who has a sudden or acute problem, from seeing the physician during the time physician is at the facility.

If an inmate's custody status precludes attendance at a sick call session in the medical area, arrangements must be made to provide sick call services at the inmate's housing area.

MEDICAL SEGREGATION In the event it becomes desirable or necessary, and under the physician's orders, inmates may be placed temporarily in a separate portion of the facility for closer observation by security and/or medical staff in accordance with the inmate classification system. The classification of inmates that would most generally be placed in this type of area would be those:

- Detoxing from alcohol/drugs that need frequent observation,
- Potential or attempted suicides,
- Physically/mentally incapable of being with general population,
- Suspected of faking an illness or a problem with no apparent basis for the problem,
- Suspected of having an infection that could infect the general population

HOSPITAL/SPECIALTY CARE/ANCILLARY SERVICES When Firm's physician determines it is medically necessary to transfer inmate(s) to a hospital for treatment Firm shall make all necessary arrangements to do so, utilizing approved facilities and services. Firm shall coordinate all medical transports including hospitalization of an inmate as required, appointments with outside specialists, any required diagnostic testing including laboratory and x-rays and determine if inmate's private insurance or medicaid will pay for prescribed off site

services. Sheriff shall provide transportation and all security needs outside the detention facility setting with the exception of ambulance services which are the financial responsibility of Firm.

Firm shall be responsible for tracking the number of inmates requiring outside services and maintain documentation of inmates and costs associated therewith. All costs for outside services shall be submitted monthly.

Firm shall cover and be responsible for paying the first \$50,000.00 in verified costs for one (01) calendar year for costs incurred related to inmate expenses for off-site medical services including outside physicians, dentists, ambulance transports, emergency rooms, off-site specialty clinics, and in-patient/out patient hospital costs. County shall be responsible for any such off-site costs which exceed \$50,000.00 during a single calendar year.

Firm shall be responsible for the costs of all medications administered at the Mesa County Detention Facility with the exception of any costs for AZT and other medical treatment of HIV or AIDS related medications and medications utilized for treating Hepatitis. Such expenses shall be initially paid by Firm then billed to the County.

Outside services provided to inmates with private health insurance covering said services will be billed to the inmate's health insurance provider and not reimbursed to Firm by Sheriff.

To control utilization and expense of hospital services, Firm's physician shall review the medical necessity and give prior approval for all planned hospital admissions. Throughout the duration of any inpatient confinement, Firm will continually monitor the medical necessity for hospitalization and will seek to have the inmate discharged as soon as possible.

MEDICAL EMERGENCIES In the event of an emergency, the on-site medical staff will immediately respond to the scene to assess and stabilize the ill or injured party. The appropriate medical personnel will be notified and will respond as necessary. The ill or injured party, once stabilized, will then be assessed and, if deemed medically necessary, transferred to an off-site facility.

ANCILLARY SERVICES Laboratory services will be provided as deemed medically necessary. The results will be checked by the nurse on duty, provided to the physician for review, and then filed as part of the inmate's medical record. The nurse will notify Firm's physician immediately if any grossly abnormal lab findings are noted.

X-rays will be performed (off-site), when ordered by Firm's physician.

MEDICAL RECORDS Firm shall follow the general American Medical Association medical record guidelines and will be responsible for the management of all medical records. Inmate's medical records will be kept in on-site files within the medical unit of the facility and will be the property of the Sheriff. Firm's personnel will follow all federal laws, state statutes and Mesa County Detention Facility policies and procedures concerning the confidentiality of the medical records.

It will be the responsibility of the Firm to ensure that pertinent medical records accompany the inmate at all health encounters and all records will be forwarded to the appropriate facility in the event of a transfer.

At a minimum all inmate medical records shall contain the following:

1. A completed receiving screening form, to include Prison Rape Elimination Act (PREA) questions.
2. Health appraisal data collection forms.
3. Prescribed medication and dosage.
4. Laboratory, X-ray, and diagnostic studies.
5. Signature and title of each documenter.
6. Consent and refusal forms.
7. Release of information forms.
8. Place, date and time of health encounters.
9. Discharge summary of hospitalizations.
10. Health service reports, (e.g., dental, psychiatric and other consultations.)
11. Copies of all pertinent inmate private health insurance coverage and usage while inmate is incarcerated.
12. Any reports from inmates' primary care physician relevant to verifying existing conditions or verification of inmates requested special diet needs etc.

Mesa County currently is using a paper medical records system. Mesa County is interested in moving to electronic medical records. Interested Firms are asked to include the introduction and use of an electronic medical records system. Firms shall provide pricing for each type and shall be all inclusive to include, but not be limited to: all hardware, software, licensing, required interphases, peripherals, labor, travel time, training, etc. for; (1) utilizing the existing paper medical records system; (2) including the installation and use of an electronic medical records system. Any electronic medical records system must meet industry standards, and shall comply with all Federal, State, County, and Local guidelines, rules, and regulations, to include, but not be limited to: information security and redundancy. If the electronic system option for medical records is selected, the successful contract awardee shall plan to have their approved electronic medical records system fully implemented by April 30th, 2016. The successful contract awardee shall also be required to provide and export all data at the contract termination. Mesa County currently utilizes Aegis/New World Systems for their jail records management system. If the contract awardee requires interfacing between their electronic records management system and New World Systems, then additional time will be allowed.

SPECIAL MEDICAL PROGRAMS Firm shall provide special medical services required to cover, but not limited to, medical needs including chronically ill and convalescent care, pregnancy and special diets. Individual treatment plans will be developed for inmates requiring such care with

each treatment plan being initiated by Firm's physician and detailed in the inmate's medical record. Individual treatment plans should include directions to health care and other personnel regarding their roles in the care and supervision of the inmate.

Firm will be expected to coordinate and provide to Mesa County Sheriff's Office personnel Flu Shot Clinics, Hepatitis B shots, TB control measures, vaccines, immunizations, and other services as deemed appropriate. Firm is responsible for all costs associated with consumable supplies to administer and conduct these efforts described in this paragraph. Firm shall initially pay for the costs of the vaccines/immunizations (as required) and shall submit a request for payment to the County. County recognizes that in some cases the Firm may elect to request payment from the County in advance of the acquisition of vaccines/immunizations.

TRAINING/HEALTH EDUCATION Firm shall provide health education services as a part of the primary health care delivery system. Health education services will be provided to the inmates as needed.

Firm will ensure that adequate orientation training is given to Firm's new employees. Firm acknowledges that all new employees will be required to attend specific security training provided by the Detention Facility, as well as PREA training, with staff time spent in the required training being paid by the Firm. Orientation, security and PREA training must be completed before Firm's employees are allowed to deliver/provide Services in the Detention Facility.

In-service training for the Firm's medical personnel will be on-going and in accordance with medical professional and legal standards.

ADMINISTRATIVE REQUIREMENTS Firm shall provide for the clinical and managerial administration of the health care program. Firm must maintain all licenses and accreditation as required by law.

PROGRAM SUPPORT SERVICES In addition to providing on-site and off-site services and personnel services, Firm shall provide professional management services; shall assure that appropriate coordination with the security staff, mental health provider and medical staff is maintained; and will assure that the quality of the medical service is not compromised.

QUALITY ASSURANCE PROGRAM:

CONTINUOUS QUALITY IMPROVEMENT (CQI) COMMITTEE Firm shall establish a committee comprised of a representative from the Detention Administration, the Medical Unit Administrator or his/her designee, Firm's physician, and a staff nurse. The staff nurse will function as quality assurance coordinator and will chair the committee. The committee shall meet quarterly for the purpose of:

- Reviewing results of medical record audits.
- Identifying any new problems.
- Formulating new action plans or revising existing action plans to facilitate resolution.
- Reviewing and revising the Quality Assurance Plan as needed.

CQI COORDINATOR The quality assurance coordinator will communicate with Firm's management in establishing goals and objectives to be accomplished through the quality assurance program and will be responsible for:

- Scheduling audits in a timely manner
- Auditing and/or delegating auditing duties to appropriate personnel.
- Assuring that documentation of audits is complete.
- Chairing the meetings of the Quality Assurance Committee.
- Maintaining files of audit results
- Providing minutes of meetings to all concerned staff.

AUDITS Each audit will address a specific objective of the plan and shall be performed as indicated on the Quality Assurance Planning Sheet on a quarterly basis. Audit worksheets shall be specific with criteria that require little or no subjective interpretations.

ACTION PLANS The Action Plan shall be based on a variety of considerations and needs including but limited to:

- Educational,
- Need for training,
- Development or revision of policy and procedure,
- Equipment or staff, and
- Disciplinary action.

All Quality Assurance data will be made available to the Sheriff's Department on a regular basis.

MANAGEMENT INFORMATION SYSTEM

Firm shall utilize a multi-level data collection system to gather and analyze statistical data and trends. Data collection shall begin when an inmate is admitted to the system and shall account for virtually all services, i.e., screens, sick calls, exams, physicals, dental, mental health, hospital, emergency room, x-rays, etc.

This information will be summarized and distributed monthly to appropriate persons including Sheriff and shall be used by Firm to determine physician/service ratios, ancillary services utilized, trends and in comparisons with other detention centers' operations.

INMATE GRIEVANCE SYSTEM

Every inmate will be informed of the procedure for addressing complaints or grievances connected to their incarceration per policies and procedures established by Sheriff's staff.

Proper processing of inmate complaints applies to all personnel, civilian and sworn, working within the facility and extends to any person performing services as a Firm, intern, or volunteer.

All Firms' personnel are responsible to facilitate the resolution of inmate grievances through processing of inmates complaints in compliance with Sheriff's policies and procedures.

POLICIES AND PROCEDURES

Firm shall have the responsibility of developing and maintaining Policies and Procedures for the medical services function in coordination and with approval of the Sheriff. Firm acknowledges that all contract personnel are additionally subject to Sheriff's Office policies and procedures.

COMMUNICATIONS WITH DETENTION ADMINISTRATION

Firm shall have monthly meetings with its medical staff at which time a member of the detention administration shall be in attendance.

In addition there shall be quarterly administration meetings. At these meetings members of Firm's administrative staff will be present along with the facility administrator, nurse supervisor, members of the detention administration staff, the Firm's physician, a mental health representative, Sheriff or his designee and any other appropriate personnel.

B. DENTAL SERVICES

GENERAL GUIDELINES

Firm shall designate a licensed and certified dentist as the primary service provider for the facility, whom is capable of successfully passing the Mesa County Sheriff's Office background checks (CCIC/NCIC). Documentation of such will be provided prior to beginning service. All dental health services must be provided in accordance with accepted industry, professional practices and standards. Firm's personnel must be oriented and available to provide full service when the Firm begins operations in the Mesa County Detention Facility on January 1, 2016.

MINIMUM REQUIREMENTS

Firm shall provide services to inmates for the following:

- Infection
- Pain relief
- Emergency fillings and extractions
- Treatment of severe gingivo-stomatitis.
- Recording of dental history, charting decayed, filled and missing teeth,
- Dental x-ray services (when required) for diagnostic and treatment purposes,

- Instructions in dental hygiene to inmates.

In general, the following will not be done: routine cleaning, root canals, third molar extractions (unless there are extenuating circumstances and ordered by the dentist), denture repair (unless a break occurs as a result of incarceration).

It is understood that cosmetic dentistry will not normally be provided.

DENTAL ASSISTANT Firm shall provide the services of a qualified Dental Assistant for a minimum of 8 hours per week.

DENTIST

Firm shall provide dental examinations and treatment by a licensed dentist at the dental clinic for a minimum of eight hours weekly. Referrals to the dentist can be made by the medical service staff or by the detention staff and/or inmates in case of emergency.

All consultations and referrals to oral surgeons will be made as necessary and coordinated with the medical service provider. Firm shall provide for the coordination and consultation with medical staff regarding the use of medications.

FIRM REQUIREMENTS

Firm shall provide the following personnel:

- Dental assistant for 8 hours per week.
- Dentist for 8 hours per week

OTHER FIRM COSTS

Firm shall provide and be liable for:

- All consumable office/medical supplies
- All pharmaceuticals and medical supplies
- All x-rays
- All laboratory Services
- All office supplies including photocopy expenses
- All training, education and orientation expenses
- All Firm's advertising expenses
- All Firm's dues and subscriptions
- All licenses and accreditation expenses
- All Firm's travel expenses
- All Firm's liability, malpractice, and Workers' Comp. Insurance

C. MENTAL HEALTH SERVICES:

1. Staffing Requirements

Adequate, trained personnel, who have successfully passed the Sheriff's background check (CCIC/NCIC). Firm shall select only mental health personnel who are qualified to provide professional coverage. Such documentation shall be submitted to the Sheriff prior to such

persons commencing service. All new personnel shall be subject to this requirement throughout the life of this contract.

Firm's personnel shall comply with any and all current and future state, federal and local laws, regulations and court orders.

A maximum fifteen (15) minute telephonic response time shall be expected of the primary clinician and/or a designated alternate if the primary clinician is unavailable to respond.

2. Minimum Requirements

The service will be provided by professionally trained mental health personnel with one designated primary service provider. Documentation of provider's training and or applicable certifications will be provided upon request. All mental health services must be provided in accordance with accepted industry and professional practices and standards.

The service provider will provide a total of 2,080 hours of service per year expected to be made up of a mix of the following types of services:

- Direct service to individual inmates.
- Group counseling/therapy.

The facility will provide a furnished working space including a desk and file storage needed to complete the service. All office supplies and clerical support must be supplied by the Firm.

3. Primary types of service.

The primary activity of the service will be to assess and evaluate referred inmates. Referrals will be made by the detention staff, the medical staff, or the inmates themselves following a screening process. The priority referrals are those inmates judged to be experiencing a life threatening or debilitating mental or emotional crisis.

The mental health service provider will also maintain records of inmate requests, emergency requests, treatment data, diagnostic reports, and referrals in accordance with professional, legal and ethical guidelines, ensuring appropriate client confidentiality is maintained. Records of the number of referrals, the number of clients seen, the types of service provided and other statistical information will be provided monthly to the detention administration and be available for audit purposes.

4. Secondary types of service

The provider will coordinate with the primary health care provider of the facility for evaluations and preparation of emergency commitment (M-1) documentation.

The provider will occasionally consult with medical staff regarding the use of psychotropic medications.

If requested, the provider will coordinate with the detention training staff to provide staff training, no more than annually, covering mental health topics such as suicide prevention and detection, and recognition of common mental disorders.

Emergency counseling services must be available 24 hours per day 7 days per week including holidays. During crisis times such as, an inmate death, suicide or other severe crisis situation, the service may be requested to provide emergency counseling to staff.

5. Security Considerations

Inmate files are of a confidential nature. The provider's employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by the Mesa County Sheriff's Office and Detention Facility.

The provider shall adhere to all Sheriff's Office and Detention policies and procedures relating to general security and facility operations.

Security considerations, inmate supervision and required inmate transport needs will be provided by the Sheriff's Office staff.

All personnel must be cleared by the Sheriff's Office prior on the premises and they must wear the designated security identification badges when in the facility according to policy.

ADMINISTRATIVE REQUIREMENTS Firm shall provide for the clinical and managerial administration of the health care program. Firm must maintain all licenses and accreditation as required by law.

Written job descriptions and protocols to define specific duties and responsibilities for all assignments must be provided to the Jail Administrator. Include salary or pay range for each assignment and employee benefit package(s) provided with the employer cost of benefits identified and itemized. All full time employees must receive (or be offered) a benefits package.

PROGRAM SUPPORT SERVICES In addition to providing on-site and off-site services and personnel services, Firm shall provide professional management services; shall assure that appropriate coordination with the security staff, mental health provider and medical staff is maintained; and will assure that the quality of the medical service is not compromised.

GENERAL STATEMENT OF SERVICE

The Firm is responsible for the identification, diagnosis, treatment and referral of inmates with mental health problems and for cooperating with the medical health provider (if the mental health provider is not employed by the Firm) and the Detention Administration in the provision of this service.

Firm shall be responsible for appropriately responding to the mental health needs of the inmate population as defined herein.

Note: Firm agrees to make a good faith effort to retain the services of the existing Health Care Staff at the Mesa County Detention Facility that are or may currently be employees of

another firm. Firm agrees to offer (at a minimum) the same level of fringe benefits that such current Health Care Staff members are receiving from their current employer. Firm agrees to recognize each of the current Health Care Staff members respective date of hire with their current employer to determine each of their employees seniority and level of fringe benefits.

4.3. Mandatory Site Visit/Briefing: A **mandatory** site visit/briefing is required by all Firms intending to submit a response to this RFP. Any Firm that does not attend the **mandatory** site visit/briefing shall not be eligible to submit a response to this RFP. **The site visit shall be held at the Mesa County Detention Facility, Main Lobby, located at 215 Rice Street, Grand Junction, CO on September 4, 2015 at 10:00am.**

4.4. RFP Tentative Time Schedule:

- Request for Proposal available August 26, 2015
- Mandatory Site Visit September 4, 2015
- Inquiry deadline, no questions after this date September 10, 2015
- Addendum Posted September 14, 2015
- Submittal deadline for proposals September 18, 2015
- Owner evaluation of proposals September 21-29 2015
- Interviews (if required) October 14, 2015
- Final selection October 16, 2015
- Board of County Commissioners Approval November 2, 2015
- Contract execution November 2, 2015
- Service begins no later than January 1, 2016

4.5. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

4.6. Contract: Contract shall commence January 1, 2016 and will run through December 31, 2016. The awarded Firm and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Firm and the Owner, be extended under the terms and conditions of the contract for four (4) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction/Mesa County and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished, to include your firm’s commitment to providing medical care in detention facilities, cost saving measures implemented at other detention facilities, methods of assuring quality performance of work, your approach to managing the “transition period” to a new agreement which will start on January 1, 2016, and any other issues considered important to your firm. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.

In addition, also please include a summary list of any past legal actions (i.e. Notice of Claims) taken against your firm in the past 36 months that are related to the services described in this RFP.

Important Note: Mesa County desires that potential Firms recognize the longevity and institutional knowledge of some of the licensed medical professionals working for the current Firm. When preparing your proposal response, your firm is encouraged to take into account the values the dedication and work habits of current licensed professionals under the employment of the current Inmate Health Provider. In many cases these third party employees have had their service bridge multiple Firms. Mesa County desires to enter into a Contract with an Inmate Health Provider that protects the (for instance) vacation accrual rates, sick time accrual rates, and other benefits of these professional third party employees.

Written job descriptions and protocols to define specific duties and responsibilities for all assignments must be included in proposal and provided to the Jail Administrator upon any changes during the course of any contract. Include salary or pay range for each assignment and employee benefit package(s) provided with the employer cost of benefits identified and itemized. All full-time employees must receive (or be offered) a benefits package.

- D. **References:** A minimum of four (4) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. **Fee Proposal:** Firm shall provide a price proposal that is all inclusive, to include, but not be limited to; all clerical, administrative, nurse, hygienist, doctor and/or dentist services and associated consumable supplies (only those supplies described in this RFP as being the responsibility of the service provider). Mesa County desires to enter into a contract with a service provider and pay a fixed monthly fee.

Also, as stated in the Scope of Services, Mesa County is interested in moving from paper/hardcopy medical records to electronic medical records. Firm shall provide fixed monthly fee pricing for both paper/hard copy, and electronic copy medical records types. Electronic copy medical records pricing shall also include any and all additional costs associated with implementing such a process. Provide a complete list of costs using Solicitation Response Form found in Section 7.

- F. **Financial Statements:** Proposer shall provide a financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.
- G. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience/Required skills
- Necessary resources
- Strategy & Implementation Plan
- References
- Financial Stability
- Fees

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-4100-15-DH “Medical, Dental, and Mental Health Services Contract for Mesa County Detention Facility”

Offeror must submit entire Form completed, dated and signed.

FEE PROPOSAL – (Paper/Hard Copy Medical Records)

Description	Total Price
Fixed Monthly Fee for Medical Services	
Fixed Monthly Fee for Dental Services	
Fixed Monthly Fee for Mental Health Services	
Fixed Monthly Fee for <u>ALL</u> Services	
Grand Total	

FEE PROPOSAL – (Electronic Copy Medical Records)

Description	Total Price
Fixed Monthly Fee for Medical Services	
Fixed Monthly Fee for Dental Services	
Fixed Monthly Fee for Mental Health Services	
Fixed Monthly Fee for <u>ALL</u> Services	
Grand Total	

The Owner reserves the right to accept any portion of the Service to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.

- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

Medical Statistical Summary

Facility Name: **Mesa County Detention Facility 2015**

Submitted by: Karen Tucker RN H.S.A., Correct Care Solutions

	Jan	Feb	Mar	Apr	May	June	July	YTD
ADP	337	336	371	388	381	384	395	370
Receiving Screenings	713	583	688	790	719	663	616	4772
14 Day Health Assessments	125	136	152	164	241	197	148	1163
Nursing								
Sick call	696	553	796	925	1002	790	1025	5787
Medication verification	135	156	150	140	141	130	98	950
Emergency encounters	131	109	143	133	150	94	139	899
Telephone contacts	3564	3603	4033	3866	4014	4143	3090	26313
Medical								
Physician Line	46	32	34	47	30	38	41	268
Physician Chart reviews	88	124	116	178	149	99	125	879
NP/PA Clinics	39	31	11	22	41	52	85	281
Doctor Contacts	33	19	23	30	18	21	18	162
Discharge Plans	182	153	160	148	140	136	36	955
Dental								
Dental Screenings	35	42	44	36	36	39	26	258
Dental Exams	20	24	22	16	21	27	11	141
Dental Treatment Plans	0	0	0	0	0	1	6	7
Dental Procedures	33	31	29	31	26	25	8	183
Dental X-rays	15	17	23	22	12	19	17	125
Mental Health								
Axis One Diagnoses	34	25	30	36	21	55	55	256
MH Groups	18	4	0	0	0	1	2	25
Mental Health worker encounters	363	244	237	366	370	430	405	2415
Mental Health Chart Review	76	35	36	33	46	61	57	344
Off Site								
Emergency Room referrals	7	9	8	6	4	9	9	52
Hospital Admissions	3	1	0	2	0	1	0	7
Clinic/Outpatient referrals	5	8	10	11	12	13	9	68
Procedures (outpatient surgery, etc.)	0	0	0	0	0	3	5	8
Chronic Diseases								
Hypertension/CAD	45	51	43	14	40	19	23	235
Diabetes	7	9	7	4	11	10	6	54
Asthma/Pulmonary	13	26	11	9	23	18	10	110
Seizures	5	10	8	3	9	10	7	52
Significant Events								
Deaths- Total	0	0	0	0	0	0	0	0
Deaths- Unexpected	0	0	0	0	0	0	0	0
Deaths- Medically Expected	0	0	0	0	0	0	0	0
Deaths- Due to Homicide	0	0	0	0	0	0	0	0
Suicide Watches	11	20	27	32	21	16	24	151
Attempted Suicides	1	1	0	0	0	0	0	2
# successful	0	0	0	0	0	0	0	0
Other Mental Health Watches	24	14	16	23	26	23	14	140

Placed on Medical Watch	39	31	87	51	46	36	27	317
Medical Grievances - Total	4	2	0	3	2	1	2	14
Founded - Access to Health Care	0	0	0	0	0	1	0	1
Founded - Quality of Health Care	0	0	0	0	0	0	0	0
On-site Injuries	0	0	0	0	0	0	0	0
Inmates	14	8	9	5	3	1	3	43
Staff (Sworn & Contract)	3	3	2	4	1	0	0	13
Infectious Disease								
Tuberculosis	0	0	0	0	0	0	0	0
PPD placed	45	49	43	62	46	48	61	354
# +PPD	0	1	0	1	0	0	0	2
# CXR for +PPD	0	1	0	1	0	0	2	4
# +CXR	0	0	0	0	0	0	0	0
# +Conversions	0	0	0	0	0	0	0	0
Active TB	0	0	0	0	0	0	0	0
# on INH	0	0	0	0	0	0	0	0
HIV	5	1	0	1	2	4	4	17
# tests	11	0	4	0	6	4	6	31
# + (new)	0	0	0	0	0	0	0	0
Hepatitis A Virus	0	0	0	0	0	0	0	0
# + (acute)	0	0	0	0	0	0	0	0
Hepatitis B Virus	0	0	0	0	0	0	0	0
# tests	1	1	0	0	0	0	0	2
# +	0	0	0	0	0	0	0	0
Hepatitis C Virus	13	12	8	5	13	0	9	60
# tests	1	1	0	0	1	0	1	4
# +	1	1	0	0	1	0	0	3
STAPH	1	0	0	1	0	0	0	2
MSRA	4	3	1	1	0	1	1	11
Sexually Transmitted Diseases								
Gonorrhea	0	0	0	1	0	0	0	1
# tests	7	3	3	2	1	1	2	19
# +	0	0	0	0	0	0	0	0
Chlamydia	0	0	0	0	0	0	2	2
# tests	7	3	2	3	1	1	0	17
# +	0	1	1	1	0	0	0	3
Syphilis	0	0	0	0	0	0	0	0
# tests	6	0	0	1	1	0	0	8
# +	0	0	0	0	1	0	0	1
Medications								
# Inmates on Medication-medical	0	0	112	108	128	151	144	643
# Prescriptions	0	0	302	293	325	352	397	1669
# Inmates on Medication-psych	0	0	55	53	61	66	69	304
# Prescriptions	0	0	107	84	91	97	128	507
# Non-formulary requests	21	9	317	188	170	119	163	987
# approved	18	5	0	86	101	87	125	422

Mesa County Detention Facility

Staffing Matrix - 2015

Position	Back Fill	Shift	Scheduled Hours							Total Hours	FTEs	Total FTEs	
			SUN	MON	TUE	WED	THU	FRI	SAT				
Health Services Administrator ^a		Day			10.00	10.00	10.00	10.00			40.00	1.00	1.00
		Evening											
		Night											
Director of Nursing ^a		Day		10.00	10.00	10.00	10.00	10.00			40.00	1.00	1.00
		Evening											
		Night											
Booking/Intake Nurse		Day	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.00	4.20
		Evening											
		Night	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.20	
Registered Nurse-Clinic		Day		8.00	8.00	8.00	8.00	8.00	8.00		40.00	1.00	1.00
		Evening											
		Night											
Licensed Practical Nurses - Medication Pass		Day	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	70.00	1.75	3.50
		Evening	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	70.00	1.75	
		Night											
Medical Records Clerks		Day	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56.00	1.40	1.40
		Evening											
		Night											
Mental Health Supervisor (MHP)		Day		8.00	8.00	8.00	8.00	8.00	8.00		40.00	1.00	1.00
		Evening											
		Night											
Mental Health Professional (4 hour shift)*		Day				4.00					4.00	0.10	0.10
		Evening											
		Night											
Mental Health Professional (10 hour shifts)		Day	12.00						12.00	12.00	36.00	0.90	0.90
		Evening											
		Night											
Physician/Medical Director** ^a		Day				2.00					2.00	0.05	0.05
		Evening											
		Night											
NP/PA*		Day		3.00					3.00		6.00	0.15	0.15
		Evening											
		Night											
Dentist/ Dental Assistant*						8.00					8.00	0.20	0.45
						10.00					10.00	0.25	
Totals			64.00	81.00	88.00	112.00	88.00	93.00	64.00	590.00	14.75	14.75	

^aOn call 24/7/365

*Specific days may vary

BACK FILL: If marked X, NO backfill required

Please note the total FTEs is calculated based on the various 8, 10 and 12 hour shifts