



Purchasing Division

## ADDENDUM NO. 1

**DATE:** September 14, 2015  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** RFP-4100-15-DH Medical, Dental, and Mental Health Services Contract for Mesa County Detention Facility

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. Meds – Do you accept meds that come in with someone or are brought for someone?  
A. Yes, subject to approval.
2. Under Section 4.2 Specifications/Scope of Services, Page 14, for the Dental Equipment available to the service provider, 2 dental chairs shall be corrected to 1 dental exam chair.
3. Q. What is average inmate length of stay?  
A. 21.6 days
4. Q. What is done with meds that get left behind?  
A. They are retained under lock and key in medical for two weeks post inmate departure. If the meds are not picked up at the end of the two weeks the meds are destroyed.
5. Q. What are done with controlled substances that come in with a newly arrived inmate or are brought in for an inmate?  
A. They are subject to approval.
6. Q. What mobile x-ray is used-on site?  
A. Pacific Mobile and Diagnostics Laboratories.
7. Q. What about off-site x-rays?

A. X-Rays are performed off-site when ordered by the Contractor's physician, typically St. Mary's Hospital or Community Hospital.

8. Q. Who provides ambulance service?

A. Ambulance service is provided by the Grand Junction Fire Department.

9. Q. For the electronic medical records system, concerning laptops and hardware, will the County own them or will the awarded firm?

A. The awarded firm will own and retain any/all hardware they bring into the site for the purposes for providing the electronic medical records system.

10.Q. How long is required for staff training?

A. Facility specific security/orientation training typically takes less than 8 hours.

11.Q. What about PTO accrual rates and banks?

A. 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 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.

12.Q. Is the Mesa County Sheriff's Office and/or the Mesa County Detention Facility currently operating under any consent decree(s)?

A. No.

13.Q. What about flu clinics? How do you want them utilized? Frequency of days and times?

A. This is a service provided to our employees we are interested in continuing. Last year there were two clinics. Each clinic lasted three hours and was staffed by two nurses.

14.Q. Would the County share any utilization data by volume and cost for the last two years relating to:

	2014		2013	
	Volume	Cost	Volume	Cost
a. Pharmaceuticals				
b. Inpatient care (days)				
c. Outpatient/specialist care				
TOTAL COSTS				

A. For calendar year 2014, outside incurred costs including emergency room, hospitalization, specialty services, off-site radiology and ambulance services totaled \$50,742.83 (\$742.83 over the aggregate cap). For calendar year 2014, County reimbursed pharmaceuticals (for HIV and Hepatitis) totaled \$23,148.33. The County does not have information related to 2013 available at this time. The County typically does not hold information specific to

costs incurred by the current contractor to provide all other pharmaceuticals except as follows (the following figures are for pharmaceuticals that are the contractor's responsibility): March 2015, \$26,506.77; April 2015, \$22,022.58; May 2015, \$9,200.87; June 2015, \$11,622.71; July 2015, \$15,752.90; August 2015, \$23,821.68.

15.Q. Would the County share a copy of the contract for inmate medical services with the current vendor?

A. A copy of the current contract will be attached.

16.Q. Are diagnostic services provided inside the jail (lab and x-ray) included in the \$50,000 annual, aggregate cap? (E.g., Using mobile services saves transportation and security costs but alternatively could also contribute towards the cap?)

A. No. Those costs are not applied toward the \$50,000.00 annual aggregate cap.

17.Q. Can the County confirm that the costs for offsite care for self-inflicted injuries are not the vendor's risk?

A. Confirmed.

18.Q. Would the County share the specs for the laptops and workstations for the EMR bid?

A. Currently, there are seven County owned desktops (and zero laptops) assigned to Medical. They are all Windows 7 operating systems. Specs for hardware brought in by the vendor for the EMR would need to be determined by the vendor.

19.Q. Will the County allow the vendor to use the County's servers to host EMR?

A. The County is using VM servers and would consider allowing this.

20.Q. Will the County provide Internet access to host the EMR?

A. Yes.

21.Q. Does Mesa County Jail contract directly with New World, or is there another agency that holds the contract?

A. The City of Grand Junction is the host agency for New World and holds the contract. The Grand Junction Police Department, the Mesa County Sheriff's Office, the Fruita Police Department and the Palisade Police Department are all users under the contract.

22.Q. Can the County confirm that the cost of offsite care for US Marshall inmates are paid by USM and are not the vendor's risk?

A. Confirmed.

23.Q. What agencies does Mesa County Detention Facility work with for mental health services, and what service does each provide?

A. JBBS, contracted through Mind Springs Health – offers inmate classes, some counseling and some re-entry services. Mind Springs Health/West Springs Hospital has been used, in a very limited capacity, for treatment and stabilization (on M1 and detainer) of inmates with severe symptoms. The State Hospital.

24.Q. Are there other agencies/providers (if other than the above) in the Community MCDJ uses to coordinate re-entry services?

A. JBBS – contracted through Mind Springs. The VA Hospital offers some assistance.

25.Q. Who is the current lab provider and what have those costs been?

A. Lab Corps. The County does not have information as to what the current provider's costs with Lab Corps have been.

26.Q. What has been the annual spend on Medical Supplies / equipment?

A. Consumable medical supplies are the responsibility of the contractor. The County does not have information as to what the current provider's costs have been pertaining to consumable medical supplies. New/replacement equipment has been purchased by the County as needed, there is not an annual budgeted amount specifically for new/replacement medical equipment.

27.Q. Would the County share what vendor is used for radiology/x-ray and the cost for that service?

A. Pacific Mobile and Diagnostics Laboratories. The County does not have information as to what the current provider's costs have been for on-site x-ray services.

28.Q. Is methadone provided for pregnant female inmates when needed? If so, how many inmates per year typically use this program?

A. Yes. There are no known instances of this having occurred in the last 2 years.

29.Q. Would the County clarify what constitutes a vacancy in regards to staffing? i.e., a missed hour or a missed shift, the rate used to calculate a credit for any vacancy, and the frequency with which this has occurred historically?

A. If a position were vacant in excess of 10 days, then the County would expect reimbursement for each day/shift the position remained vacant beyond the 10 day allowance period. The rate used to calculate would be the rate of the employee who vacated the position. Historically there have been few long term vacancies, as vacant shifts were covered by other contractor personnel during the hiring process.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado

# AGENDA ITEM SHEET

# C-10

Date Submitted: 11/18/2014  
Hearing Date Requested: 12/08/2014  
Submitter: Wendy Likes Phone: 970-244-3900  
Presenter: Steve Farlow  
Return originals to: Wendy Likes Location: MCSO  
Number of originals to return to submitter: 3

To: Mesa County Board of Commissioners

Title of Item: Contract between Mesa County and Correctional Healthcare Companies Inc. \_\_\_\_\_

**Type of Item:**

- |  |  |  |                                    |   |  |
|--|--|--|------------------------------------|---|--|
| <input type="checkbox"/> Agreement           | <input type="checkbox"/> Finance         | <input type="checkbox"/> Insurance         | <input type="checkbox"/> MOU       | <input type="checkbox"/> Policy/Procedure | <input type="checkbox"/> Reports/Official  |
| <input type="checkbox"/> Appointment         | <input type="checkbox"/> Finance/General | <input type="checkbox"/> Letter of Support | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Purchase Order   | <input type="checkbox"/> Resolution        |
| <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Grant           | <input type="checkbox"/> Liquor License    | <input type="checkbox"/> Petition  | <input type="checkbox"/> Real Estate      | <input type="checkbox"/> Salaries/Benefits |

IF YOU ARE REVISING OR RENEWING AN EXISTING AGREEMENT OR RESOLUTION, INDICATE MCA OR MCM NUMBER MCA-2008-105 (6).  
SUMMARIZE CHANGES.

**Recommended Board Action:** Approve an extension of the Contract between Mesa County and Correctional Healthcare Companies Inc. for providing medical services to the inmates in the Mesa County Detention Facility in the amount of \$1,637,358.84 for an additional 12 months and authorize the Chair to sign.

**Justification or Background:** To extend the term of the contract for an additional 12 month period from January , 2015 through December 31, 2015.

\*Draft of item included\*

**Required Attachments:**

- Proof of Insurance     Bid Summary     Contract (signed)

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_  
County: \$1,637,358.84 Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Review:**

**Administration:**  Approved Date: (11/21/14)     Denied Date: (\_\_\_\_)     Approved with Changes Date: (\_\_\_\_)  
 Briefing Date: (\_\_\_\_)

**County Attorney:**  Approved Date: (12/02/14)     Denied Date: (\_\_\_\_)     Approved with Changes Date: (\_\_\_\_)

**Finance:**  Approved Date: (11/18/14)     Denied Date: (\_\_\_\_)     Approved with Changes Date: (\_\_\_\_)

**Risk:**  Approved Date: (11/24/14)     Denied Date: (\_\_\_\_)     Approved with Changes Date: (\_\_\_\_)

**\*\*FOR ADMINISTRATION USE ONLY\*\***

Approved Hearing Date: 12/08/2014

Approved     Denied     Approved with Changes

  
\_\_\_\_\_  
John Justman, Chair, Board of Commissioners

12-8-14  
\_\_\_\_\_  
Date:

**BOCC 2014-263**

MCA-2008-105 (6)

**SIXTH AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES  
MESA COUNTY, COLORADO  
(Effective January 1, 2015)**

This is the Sixth Amendment to the Contract for Professional Services at Mesa County, Colorado effective January 1, 2009 through December 31, 2009 as amended January 1, 2010, January 1, 2011, January 1, 2012, January 1, 2013 and January 1, 2014 (hereinafter "CONTRACT") between Correctional Healthcare Companies, Inc., (hereinafter "CONTRACTOR") and Mesa County, Colorado (hereinafter "COUNTY").

NOW THEREFORE, IN CONSIDERATION of the forgoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that effective January 1, 2015, the CONTRACT shall be amended as follows:

1. The period of performance of the CONTRACT is extended for twelve (12) months for the period of January 1, 2015 through December 31, 2015. With the CONTRACTOR'S agreement the COUNTY has the right to extend the term of the CONTRACT for one (1) additional, twelve (12) month period upon approved budget and Board of County Commissioners Approval.
2. The fixed monthly fee for 2015 shall remain at the 2014 fixed monthly pricing of \$136,446.57 for a total annual fee in 2015 of \$1,637,358.84.
3. The payment schedule incorporated into the CONTRACT as Exhibit B-4 is attached.

Except for the provisions amended by this document, all other provisions of the AGREEMENT shall remain in full force and effect and unchanged.

In WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or the official acts by their respective representatives, each of whom is duly authorized to execute the same.

**AGREED TO AND ACCEPTED AS STATED ABOVE:**

County of Mesa, Colorado

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

John Justman

Title: Chair, Mesa County Commissioners

Date: 12-8-14

Correctional Healthcare Companies, Inc.

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

Cary McClure

Title: Executive Vice President

Date: 11-12-14

**MESA COUNTY  
PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT B-4  
PAYMENT SCHEDULE**

In return for the CONTRACTOR providing the Medical, Dental, and Mental Health Services described in Exhibit A, the COUNTY agrees to reimburse CONTRACTOR for the following amounts:

For the Year 2014: Starting on January 1, 2014, in return for the CONTRACTOR's satisfactory performance of the work described in Exhibit A, the COUNTY agrees to reimburse the CONTRACTOR a fixed monthly fee of \$136,446.57 per month. CONTRACTOR may submit an invoice to the COUNTY at any time following the last day of the month for which costs for the services rendered on such invoice have been rendered. The total value of the fixed payments obligated to be paid by the COUNTY under this CONTRACT for year 2014 shall not exceed \$1,637,358.84. The quantity and types of medical personnel to be provided by the CONTRACTOR is identified in Exhibit I-3.

Payment Schedule for Year 2015: In the event the COUNTY exercises the option to extend this CONTRACT in 2015 as defined in paragraph #15 of Exhibit D; the COUNTY and the CONTRACTOR agree that the fixed monthly fee for the year 2015 shall be as follows:

**Fixed Monthly Fee for 2015:** Shall remain at the 2014 fixed monthly pricing at a 0% increase in the year 2015.

During the 2014 contract year, CONTRACTOR shall provide medical personnel as stated in Exhibit I-3.

**Notes:**

- 1.) During the initial term of the CONTRACT and any periods of extension as contemplated by Paragraph #15 in Exhibit D, the obligations of the COUNTY and/or the CONTRACTOR to render payment for any outside service fees is defined on page 4 and 9 of Exhibit A. Payment for such fees for outside services by the COUNTY to the CONTRACTOR shall be in addition to the fixed monthly fees cited above for years 2014 and 2015.
- 2.) During the initial term of the CONTRACT and any periods of extensions as contemplated in paragraph #15 of Exhibit D; CONTRACTOR shall not permitted to charge any additional per diem charges in the event the average daily population (ADP) of inmates exceed the numbers previously represented (in any manner) between the COUNTY and the CONTRACTOR.



**CONTRACT FOR PROFESSIONAL SERVICES**  
**(CORPORATION/PARTNERSHIP)**

This Contract, entered into this 24th day of November, 2008, by and between Mesa County, Colorado ("County" herein), and Correctional Healthcare Management, Inc. ("Contractor" herein):

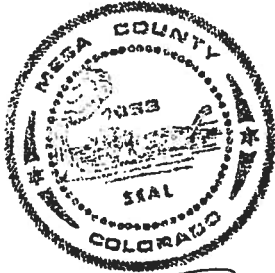
In consideration of \$100.00, the receipt and sufficiency whereof is hereby acknowledged by Contractor, the parties agree as follows:

1. The Contractor shall perform the work set forth on the attached Exhibit "A", incorporated herein by this reference.
2. The total amount of the Contract shall not exceed \$1,508,775.36, including the above consideration paid by County. The Contractor shall be paid in accordance with the fee schedule set forth on the attached Exhibit "B", incorporated herein by this reference. To receive payment, Contractor must submit invoices for work completed.
3. Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from the County. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the County is Donna Dougherty, P.O. Box 20000, Grand Junction, CO 81502-5016, telephone number 970-244-3351, unless otherwise designated in writing.
4. Contract Administrator for the Contractor is Cristina Capoot, 6200 S. Syracuse Way, Suite 440, Greenwood Village, CO 80111.
5. The term of this Contract shall be from January 1, 2009 to December 31, 2009 (or as extended by Paragraph 15 of Exhibit D).
6. Contractor shall provide the insurance bonds and indemnities required in the attached Exhibit "C", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of Contractor.
7. County reserves the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the Contractor. A written notice to terminate must be delivered thirty (30) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

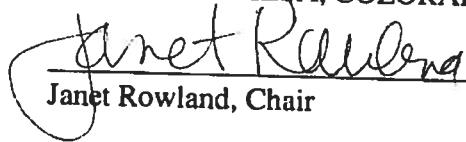
No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

Upon termination or expiration of this Contract, Contractor shall immediately cease service work, and deliver to County all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.

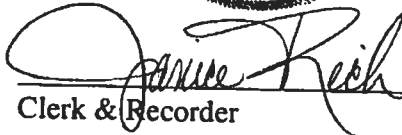
8. This Contract is subject to all terms and conditions set forth in the attached Exhibit "D", Standard Terms and Conditions, incorporated herein by this reference.



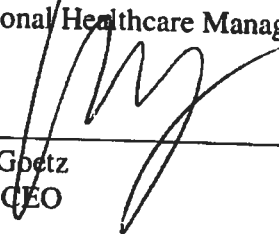
BOARD OF COUNTY COMMISSIONERS  
COUNTY OF MESA, COLORADO

  
Janet Rowland, Chair

Attest:

  
Clerk & Recorder

CONTRACTOR  
Correctional Healthcare Management, Inc.

By:   
Doug Goetz  
Title: CEO

Attest:

\_\_\_\_\_  
Secretary

**MESA COUNTY PROFESSIONAL SERVICES AGREEMENT  
EXHIBIT A - SCOPE OF WORK**

This Scope of Work defines the Medical, Dental and Mental Health services that the Contractor shall provide the County at the Mesa County Detention Facility located at 215 Rice Street., Grand Junction, CO 81505 during the initial term of this Contract and any extensions granted by the County as permitted in paragraph #15 of the attached Exhibit D.

**A. MEDICAL SERVICES:** The Contractor 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:** Contractor shall furnish adequately trained medical personnel, who are capable of successfully passing the Mesa County Sheriff's Office security checks (CCIC/NCIC) and such Contractor's personnel must be oriented and available to provide full service when the Contractor begins operations in the Mesa County Detention Facility on January 1, 2009.

Contractor 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 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 per Paragraph #15 in Exhibit D. Contractor'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.

Contractor agrees to furnish adequate and qualified health care personnel required to provide the services listed herein in accordance with the Staffing Plan included in this Contract as Exhibit I. Contractor acknowledges that the Staffing Plan identified in Exhibit I 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 Contractor will be required to provide full coverage for all vacant positions. The Contractor will be required to provide a candidate for Sheriff's office approval within ten (10) days from the initial date of the vacancy. Mesa County will receive a refund/credit against future invoices for any vacant assignments. A mutually agreeable schedule of hourly rates for each of the Contractor's job assignments listed in Exhibit will be negotiated by Mar. 31, 2009 to facilitate any refund/credit to the County as contemplated in this paragraph.

**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 Contractor shall not be financially liable for the care of persons injured during the arrest process, however,

Contractor 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 Screening 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. The health appraisal 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 Contractor.
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 Contractor's physician.
9. For special diets - verifying need with inmate's personal physician.

- For all medical situations, Contractor'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, Contractor 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 Contractor'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, Contractor will operate the medical unit utilizing a triage system.

The administrator/Nurse Supervisor and Contractor'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 a day, seven days a week, including holidays. Sick call shall be conducted by a registered nurse and at least two (2) times per week by Contractor's physician.

The majority of inmates to be seen by Contractor'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 the 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 staffs 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 basis apparent for the problem, and
- Suspected of having an infection that could infect the general population

**HOSPITAL/SPECIALTY CARE/ANCILLARY SERVICES** When Contractor's physician determines it is medically necessary to transfer inmate(s) to a hospital for treatment, Contractor shall make all necessary

arrangements to do so, utilizing approved facilities and services. Contractor 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 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 Contractor.

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

Contractor 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. Should the costs of offsite medical or other health care services incurred by the Contractor (as contemplated herein) remain below \$50,000 in any 12-month calendar year period of performance of this Contract, the Contractor will reimburse the County the difference between the actual outside medical costs incurred and the \$50,000.00 by March 31 of the subsequent year to which such costs were incurred.

Contractor 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 Contractor then billed to the County.

Excluded from outside costs are those related to x-rays and laboratory work which are included in Contract.

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 Contractor by Sheriff.

To control utilization and expense of hospital services, Contractor's physician shall review the medical necessity and give prior approval for all planned hospital admissions. Throughout the duration of any inpatient confinement, Contractor 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 contractor's physician immediately if any grossly abnormal lab findings are noted. X-rays will be performed (off-site), when ordered by Contractor's physician.

**MEDICAL RECORDS** Contractor 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. Contractor'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 Contractor 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. The completed receiving screening form.
2. The 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.

**SPECIAL MEDICAL PROGRAMS** Contractor 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 Contractor'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.

Contractor 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. Contractor is responsible for all costs associated with consumable supplies to administer and conduct these efforts described in this paragraph. Contractor 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 Contractor may elect to request payment from the County in advance of the acquisition of vaccines/immunizations.

**TRAINING/HEALTH EDUCATION** Contractor shall provide health education services as a part of the primary health care delivery system. Health education services will be provided to the inmates, medical staff, and security staff. A minimum of 8 hours of health related training will be provided for detention staff.

Contractor will ensure that adequate orientation training is given to Contractor's new employees and detention personnel prior to said employees starting work in the facility.

All nursing staff will be required to attend specific security training provided by the Detention Facility, with staff time spent in the training paid by the Contractor. Orientation and security training must be completed before Contractor's employees are allowed to work in the Detention Facility.

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

**ADMINISTRATIVE REQUIREMENTS** Contractor shall provide for the clinical and managerial administration of the health care program. Contractor 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, Contractor 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 (COI) COMMITTEE** Contractor shall establish a committee comprised of a representative from the Detention Administration, the Medical Unit Administrator or his/her designee, Contractor'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.

**COI COORDINATOR** The quality assurance coordinator will communicate with Contractor'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**

Contractor 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 Contractor 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 contractor, intern, or volunteer.

All Contractors' 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**

Contractor shall have the responsibility of developing and maintaining Policies and Procedures for The medical services function in coordination and with approval of Sheriff.

### **COMMUNICATIONS WITH DETENTION ADMINISTRATION**

Contractor 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 Contractor's administrative staff will be present along with the facility administrator, nurse supervisor, members of the detention administration staff, the Contractor's physician, a mental health representative, Sheriff or his designee and any other appropriate personnel.

### **B. DENTAL SERVICES**

#### **GENERAL GUIDELINES**

Contractor shall designate a licensed and certified dentist as the primary service provider for the facility. 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.

#### **MINIMUM REQUIREMENTS**

Contractor 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** Contractor shall provide the services of a qualified Dental Assistant for a minimum of 8 hours per week.

### **DENTIST**

Contractor 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. Contractor shall provide for the coordination and consultation with medical staff regarding the use of medications.

### **CONTRACTOR REQUIREMENTS**

Contractor shall provide the following personnel:

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

**OTHER CONTRACTOR COSTS:** Contractor shall provide and be liable for:

All consumable office/medical supplies

All pharmaceuticals (except as noted on Page 4 of this Ex. A) and medical supplies

All laboratory work and x-rays

All office supplies including photocopy expense

All training, Education and Orientation expenses

All Contractor's advertising expenses

All Contractor's dues and subscriptions

All licenses and accreditation expenses

All Contractor's travel expenses

All Contractor's liability, malpractice, and Workers' Comp. Insurance

First \$50,000 for all outside services (as described in this Exhibit A section entitled "Hospital/Ancillary Services")

### **C. MENTAL HEALTH SERVICES:**

#### **1. Staffing Requirements**

Adequate, trained personnel, who have successfully passed the Sheriff's security check (CCIC/NCIC). Contractor shall select only mental health personnel who are qualified to provide professional coverage. Such documentation shall be submitted to Sheriff prior to such persons commencing service. All new or replacement personnel shall be subject to this requirement throughout the currency of this contract.

Contractor'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 such 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.
- In service training for Detention staff.

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 provider.

## 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, court officials, 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-I) documentation.

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

The provider will develop and implement an ongoing group counseling program primarily targeted for drug and alcohol abuse inmates.

The provider will coordinate with the detention training staff to provide semi-annual training to staff covering appropriate health aspects such as suicide prevention and detection, recognition of common mental disorders, etc.

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 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. Orientation training related to these security concerns will be mandatory for the primary worker.

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

The provider will work with the Sheriff's Office to identify, discipline and terminate incompetent mental health employees. The Sheriff's Office will require a response within two working days if performance of the mental health worker is not acceptable.

**ADMINISTRATIVE REQUIREMENTS** Contractor shall provide for the clinical and managerial administration of the health care program. Contractor 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 benefit package.

**PROGRAM SUPPORT SERVICES** In addition to providing on-site and off-site services and personnel services, Contractor 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.

#### **COMMUNICATIONS WITH DETENTION ADMINISTRATION**

Contractor 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 Contractor's administrative staff will be present along with the facility administrator, nurse supervisor, members of the detention administration staff, the Contractor's physician, a mental health representative, Sheriff or his designee and any other appropriate personnel.

#### **GENERAL STATEMENT OF SERVICE**

The Contractor is responsible for the identification, diagnosis, treatment and referral of inmates with mental health problems and for cooperating with the medical health provider and the Detention Administration in the provision of this service.

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

Note: Contractor 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 currently employees of another firm. Contractor 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. Contractor 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.

**MESA COUNTY  
PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT B  
PAYMENT SCHEDULE**

In return for the Contractor providing the Medical, Dental and Mental Health Services described in Exhibit A, the County agrees to reimburse Contractor the following amounts:

For the Year 2009: Starting on January 1, 2009, in return for the Contractor's satisfactory performance of the work described in Exhibit A, the County agrees to reimburse the Contractor in accordance with Option Two a fixed monthly fee of \$125,731.28 per month. Contractor may submit an invoice to the County at any time following the last day of the month for which the costs for the services referenced on such invoice have been rendered. The total value of the fixed payments obligated to be paid by the County under this Contract for the year 2009 shall not exceed \$1,508,775.36. The quantity and types of medical personnel to be provided by the Contractor is identified in the attached Exhibit I.

Payment Schedule for Years 2010 and 2011: In the event the County exercises the option (s) to extend this Contract in 2010 and/or 2011 as defined in paragraph #15 of the attached Exhibit D; the County and the Contractor agree that the fixed monthly fees for the years 2010 and 2011 shall be as follows:

Fixed Monthly Fee for 2010**:	\$133,275.16 per month; The total value of the fixed payments obligated to be paid by the County for the year 2009 shall not exceed \$1,599,301.92.
Fixed Monthly Fee for 2011**:	\$141,271.67 per month; The total value of the fixed payments obligated to be paid by the County for the year 2010 shall not exceed \$1,695,260.04.

\*\* During renewal years of 2010 and 2011 Contractor shall provide medical personnel as stated on the attached Exhibit I. Proposed pricing for 2010 and 2011 is adjusted by multiplying 6% to the prior years fixed rate pricing. Contractor will adjust the price based on the Consumer Price Index (CPI) rate which will be assigned and agreed upon by both Mesa County and Contractor by the month of October for the following year. The annual price increase will be 6% or the CPI rate, which ever is less.

Notes:

- 1) During the initial term of this Contract and any periods of extension as contemplated by Paragraph #15 in Exhibit D, the obligations of the County and/or the Contractor to render payment for any outside service fees is defined on page 4 and 9 of Exhibit A. Payment of such fees for outside services by the County to the Contractor shall be in addition to the fixed monthly fees cited above for years 2009, 2010 and 2011.
- 2) During the initial term of this Contract and any periods of extension as contemplated in paragraph #15 of Exhibit D; Contractor shall not be permitted to charge any additional per diem charges in the event the average daily population (ADP) of inmates exceed the numbers previously represented (in any manner) between the County and the Contractor.

**MESA COUNTY  
PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

- 1) The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by the Contractor pursuant to this contract and shall not start work under this contract until such insurance coverage has been obtained and approved in writing by the Contract Administrator.
- 2) The Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.
- 3) All insurance policies required hereunder shall include a thirty (30) day notification of cancellation. In that the Contract's Contract Administrator will be notified in writing, 30 days prior to any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.
- 4) Nothing herein shall be deemed or construed as a waiver of any of the protections to which Mesa County may be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.
- 5) All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to Mesa County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the County grants specific approval for an exception.
- 6) The Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to Mesa County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - A. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado (or the state in which the contractor is a resident).
  - B. Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage.
  - C. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.



7) The policies required by paragraphs (B) and (C) above shall be endorsed to specify; "Mesa County, it's officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of the Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACCORD 25-S" form. Please refer to SAMPLE certificate.

8) Depending on the nature and scope of the services to be provided under this Professional Services Agreement, additional insurance requirements may be specified by the County. Items listed below, which have been marked with an "X" are required of the Contractor by Mesa County as a condition of this Professional Services Agreement. The Contractor's initial, placed by the corresponding "X", shall acknowledge the Contractor's compliance in meeting the specific insurance requirement(s).

Your  
Initial X

Commercial General Liability, "claims made" policy, with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition the Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract

OR

2. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting means of a certificate of insurance or a copy of the endorsement itself.

PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Contract, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.

BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.

Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."

**MESA COUNTY  
PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT D  
STANDARD CONDITIONS**

- 1) Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.
- 2) The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.
- 3) In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent Contractor with the authority to control and direct the performance and details of its work; the County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.
- 4) Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
- 5) This is a personal services contract on the part of the Contractor. This Contract may not be assigned or subcontracted without the prior verbal approval and subsequent written consent of the County and any attempt to assign this Contract without the prior express written consent of the County shall render the Contract null and void with respect to the attempted assignee.
- 6) The County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in the County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

- 7) The County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit the Contractor's books with regard to this Contract, and the Contractor shall retain its books and records for the required period.
- 8) This is not an exclusive Contract. The County may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.
- 9) This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the prevailing party for costs and reasonable attorney's fees.
- 10) Contractor and County agree that any confidential information not subject to Open Records Statutes or HIPPA regulations received by either party during any furtherance of either the County or Contractor's obligations herein will be treated by each party as confidential and will not be revealed to other persons, firms or organizations without the other parties written consent.
- 11) **(This paragraph applies if the work performed is a "public work"):** In discharge of this Contract, Contractor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.
- 12) This Contract constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the party to be charged.
- 13) Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Contract and that the Contractor has taken all steps necessary that the signature is binding upon the Contractor.
- 14) The provisions of this Contract shall be severable; and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Contract Paragraph 6 and Exhibit D Paragraphs 2, 3, 4, 7, 9, 10, 12, 13, and 16 shall survive expiration or any termination of this contract.
- 15) *(For Contracts which may be extended):* CONTRACTOR MUST INITIAL:       D      . In exchange for ten dollars \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor grants to County the right to extend the term of this Contract for two (02) consecutive, twelve (12) month periods. All other terms and conditions of the Contract shall remain as written. Extension of the Contract shall be at Mesa County Board of County Commissioner's sole and unfettered discretion. The Board shall notify Contractor in writing by December 1 of each year of Mesa County's intent to exercise the right to renew for the succeeding year.

16. Contractor shall indemnify, and hold harmless the County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract. Contractor further agrees that its obligations to the County under this paragraph include claims against the County by Contractor's employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided, and such obligation exists even if the claim is fraudulent or groundless. The obligations of this Section shall not extend to any injury, loss, or damage which is caused by the act omission, or other fault of the County

17. Conformance with Law: The Contractor shall at all times during the performance period strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract. Without limitation, these federal and state laws and regulations include:

- Age Discrimination Act of 1975, 42 USC Sections 6101 et seq and its implementing regulation, 45 CFR Part 91;
- Age Discrimination in Employment Act of 1967, 29 USC 621-634;
- Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq;
- Drug Free Workplace Act of 1988, 41 USC 701 et seq;
- Equal Pay Act of 1963, 29 USC 206(d);
- Immigration Reform and Control Act of 1986, 8 USC 1324b;
- Pro-Children Act of 1994, 20 USC 6081 et seq;
- Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CFR Part 84;
- Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
- Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
- Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
- The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 CFR, Part 18;
- Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever are applicable;
- The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

18. Non-discrimination: Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion, sexual orientation, and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.

19. Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Contractor may copyright such, but the County reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

20. The Contractor certifies that the Contractor shall comply with the provision of CRS 8-17.5-101 *et seq.* The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 *et seq.*, the County may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the County.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 *et seq.*, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that received federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

21. By signing this Agreement, the Contractor agrees to provide, comply with, and, if applicable, execute the certifications set forth in A – Notification of Immigration Compliance Requirements and Certification by Contractor, incorporated herein by reference and attached hereto.

## ADDENDUM A

### NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY CONTRACTOR

Contractor acknowledges that Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343), and hereby **CERTIFIES** that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;
3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;
4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;
5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
  - (A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a contractor violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et. seq.*

Dated this 18 day of NOVEMBER, 2008.

CONTRACTOR  
Correctional Healthcare Management, Inc.

By:   
Dong Goetz, CEO

## Exhibit I

### Mesa County Detention Facility 2009 Proposed Staffing Matrix – Exhibit I (OPTION TWO) Scheduled Hours

Position	Shift	SUN	MON	TUE	WED	THU	FRI	SAT	Total Hours	FTEs	Total FTE's
Health Services Administrator (on-call 24/7)	Day		8.0	8.0	8.0	8.0	8.0		40.0	1.0	1.0
	Evening										
	Night										
Director of Nursing (RN)-shares on-call with HSA	Day		8.0	8.0	8.0	8.0	8.0		40.0	1.0	1.0
	Evening										
	Night										
Registered Nurses – Charge	Day	12.0	12.0	12.0	10.0	10.0	10.0	10.0	76.0	2.0	4.33
	Evening										
	Night	12.0	12.0	12.0	12.0	12.0	12.0	12.0	84.00	2.33	
Registered Nurse – Infection Control	Day		8.0	8.0	8.0	8.0	8.0		40.0	1.0	1.0
	Evening										
	Night										
Licensed Practical Nurses – Medication Pass	Day	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.40	3.40
	Evening										
	Night	12.0	10.0	10.0	10.0	10.0	12.0	12.0	76.0	2.0	
Medical Records Clerk	Day	8.0	8.0	8.0	8.0	8.0	8.0	8.0	56.0	1.40	1.40
	Evening										
	Night										
Mental Hlth Suprvsr (Lic. Prof. Counselor)	Day		8.0	8.0	8.0	8.0	8.0		40.0	1.0	1.0
	Evening										
	Night										
Mental Health Clinician (4 hour shift)	Day		4.0	4.0	4.0	4.0	4.0		20.0	.50	.50
	Evening										
	Night										
Mental Health Clinician (10 hour shift)	Day	10.0						10.0	20.0	.50	.50
	Evening										
	Night										
Physician/Medical Director **	Day		4.0		4.0				8.0	.20	.20
	Evening										
	Night										
Dentist **	Day			8.0					8.0	.20	.20
	Evening										
	Night										
Dental Assistant**	Day			10.0					10.0	.25	.25
	Evening										
	Night										
<b>Totals</b>		<b>62.00</b>	<b>90.00</b>	<b>104.00</b>	<b>88.00</b>	<b>84.00</b>	<b>86.00</b>	<b>60.00</b>	<b>574.00</b>	<b>14.78</b>	<b>14.78</b>