



COORDINATING COMMITTEE

PUR-1423
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE,
TECHNICAL PROPOSALS AND PRICE PROPOSALS
COMPREHENSIVE HEALTH CARE SERVICES FOR INMATES

The Board of County Commissioners of Washington County, Maryland is requesting Qualification and Experience Submittals as well as Technical Proposals and Price Proposals from qualified comprehensive correctional facility health care providers to provide service to inmates at the Washington County Detention Center.

The Washington County Coordinating Committee will be evaluating submissions to this request and select those firms deemed most qualified. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications and Experience as well as Technical Proposals and Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria to be used by the Committee are available from the Washington County website: www.washco-md.net by accessing the **"Division & Departments/Purchasing Department/Open Bid Invitations."** or inquiries regarding this request can be directed to Rick F. Curry, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740-4748, telephone 240-313-2330. Inquiries should be directed to Rick F. Curry, CPPO – Purchasing Director, at the above address.

A Pre-Proposal Conference will be held at **10:00 A.M., Thursday, April 4, 2019** at the Washington County Detention Center, 500 Western Maryland Parkway, Hagerstown, Maryland. Attendance at this conference is not mandatory but is strongly encouraged. The Warden shall conduct a site visit at the Center immediately following the pre-proposal conference.

One (1) original, five (5) copies of submittals and six (6) flash drives of Qualifications and Experience information from firms, enclosed in a sealed opaque envelope marked **"Q & E – Inmate Health Care Services"**, one (1) original, five (5) copies and six (6) flash drives of the Technical Proposal enclosed in a separately sealed opaque envelope marked **"Technical Proposal – Inmate Health Care Services"**, and one (1) original, five (5) copies and six (6) flash drives of the Price Proposal enclosed in a separately sealed opaque envelope marked **"Price Proposal – Inmate Health Care Services"** are due into the Office of Rick F. Curry, CPPO - Purchasing Director, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740-4748, no later than **4:00 P.M. (EDST), Monday, April 29, 2019.**

The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the required information for the Committee's review may result in disqualification of that firm.

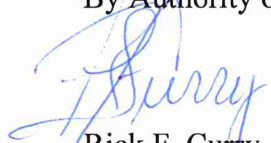
NOTE: All Proposers must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administrative Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Inquiries regarding this request should be directed to Rick F. Curry, CPPO - Purchasing Director at 240-313-2330. The Board of County Commissioners of Washington County reserves the right to accept or reject any and/or all proposals and to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County do not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the 240-313-2330 Voice, TTY dial 7-1-1 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Conference.

The Board of County Commissioners reserves the right to accept or reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

By Authority of:



Rick F. Curry, CPPO
Purchasing Director

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



COORDINATING COMMITTEE

PUR-1423

REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS AND EXPERIENCE, TECHNICAL PROPOSALS AND PRICE PROPOSALS COMPREHENSIVE HEALTH CARE SERVICES FOR INMATES

I. INTRODUCTION

- A. The Board of County Commissioners of Washington County, Maryland and the Sheriff (hereinafter called the "County") are requesting proposals to provide comprehensive health care services as outlined herein for inmates at the Washington County Detention Center (hereinafter called the "Center") located at 500 Western Maryland Parkway, Hagerstown, Maryland. The Center houses adult, male and female inmates. The current Center population is approximately 270 male inmates and 50 female inmates. There are approximately 2000 new commitments per year. The average inmate's stay at the Center is: 22% are less than 48 hours, 26% are 3 to 29 days, 38% are one (1) to six (6) months, and 14% are six (6) months to eighteen (18) months.
- B. All of the Center's staff is CPR-certified by the American Safety and Health Institute. Past medical expenditures are as follows: Budgeted FY16 - \$1,347,660; FY17 - \$1,204,030; FY18 - \$1,445,000 and FY19 - \$1,482,570. Actual Spent FY 15 - \$1,252,953.51; FY 16 - \$1,279,694.00; FY 17 - \$1,302,698.18 and FY 18 - \$1,381,406.94. The Center treated the following number of inmates for HIV/AIDS: 2015 - 2, 2016 - 2, 2017 - 6, 2018 - 11. The average population for inmates sentenced to the State prison system is 15 per month; they are transported weekly to the Maryland Correctional Training Center (MCTC) in Hagerstown. The medical expense related to their treatment shall be the Contractor's responsibility until the inmate is physically removed from the Center.
- C. The Center charges an inmate \$4.00 per sick call. Inmate sick calls are tracked with the assistance of the Contractor; however, these funds are retained by the Center.
- D. The Center has a comprehensive alternative sentencing program-Home Detention and Day Reporting Center; these inmates are responsible for their own medical expenses. Work release inmates are responsible under their contract for their own medical expenses while out of the Center.

- E. The local hospital used by the Center is the Meritus Medical Center, 11116 Medical Campus Road, Hagerstown, Maryland 21742, telephone 301-790-8000. The first responding ambulance company to the Center is the Volunteer Fire Company of Halfway-Ambulance Service, 11114 Lincoln Avenue, Hagerstown, Maryland 21740, telephone 301-582-2223. Second response is Community Rescue Service, 110 Eastern Boulevard North, Hagerstown, Maryland, telephone 301-733-1112.
- F. The Center has a Jail Substance Abuse Program (JSAP) that will be sustained by the Center and the Contractor's services shall be performed in conjunction with this program. The Center has a Medical Assisted Treatment (MAT) program using extended release Naltrexone (Vivitrol) that the contractor shall assist with by performing SBIRT (Screening, brief intervention, referral for treatment. Draw blood on appropriate inmates LFTs/Toxicology to support self-report. Those appropriate LFTs that fall in FDA guidelines conduct medical exam for Vivitrol, Drug Test prior to injection and give injection that is provided.
- G. Capital equipment items available on-site for the Contractor's use are: one (1) dental chair, one (1) dental arm with tray bowl, one (1) Belmont X-ray machine, one (1) X-ray developer, and one (1) Autoclave, one (1) AED, one (1) portable suction unit, one (1) exam table, stretcher, wheel chair, scale, temporal lobe thermometer, IV stand Electrocardiograph Machine and stand.
- H. Over-the-counter medications are not available to inmates in the jail's commissary. Inmates are not allowed K-O-P medications with the exception of doctor prescribed nitroglycerin tablets. There are no self-administered medications.
- I. Current contractual Contractor's staffing consists of: One (1) Full Time RN, seven (7) Full Time LPN's; one (1) Medical Director; one (1) Mid-level Provider (Physicians' Assistant/Nurse Practitioner); one (1) Dentist; one (1) Psychiatrist; two (2) Full Time MD Licensed Mental Health Professionals; one (1) Full Administrative Assistant; all shifts are covered.
- J. The Detention Center has three (3) negative pressure rooms; two (2) are operational and one (1) is not in use. Center also has one (1) Medical Observation Cell.
- K. There are six (6) specialty clinics held on-site that are consistent with NCCHC Standards as follows: Cardiac/Hypertension; Endocrine; Infectious Disease; Neurology; Pulmonary; and INH.
- L. The Detention Center does not have an infirmary.
- M. Two (2) cells in D-Pod (special housing unit) one (1) cell in booking and two (2) cells in the Female Housing Unit at the Detention Center are used for risk prevention for those identified as suicidal inmates.
- N. Dialysis is performed off-premises.

- O. The Health Department neither participates in inoculations nor in performing TB X-rays. The Health Department does HIV testing and pre and post-test counseling with the inmates.
- P. Inmates injured during work release are covered by workman's compensation insurance. However, the Contractor is responsible for follow-up care of the inmate while he/she is housed at the Detention Center.
- Q. The County has six (6) computers, two (2) Fijitsu scanners and one printer in the medical department for use by the Contractor.
- R. Hospitalizations do occur prior to booking.
- S. The County does not store methadone at its facility. The County's medical department (Contractor) shall administer methadone if a female inmate is pregnant and it is State mandated to administer it via an outside clinic.
- T. The Contractor shall bear the costs of any Court appearances that its staff is required to attend.
- U. Pregnancy tests are performed on all female inmates.
- V. The County shall provide one (1) phone line for use by the Contractor; the Contractor can provide additional phones and phone/fax lines at its expense.
- W. There were 184 chronic care visits in 2018.
- X. 2012 Annual Report for Medical

	<u>Procedure</u>	<u>2017</u>	<u>2018</u>
1.	Ambulance Transport:	20	15
2.	Cardiac /HTN Clinic	34	87
3.	Cardiologist Consults	2	2
4.	Chest Disease	0	0
5.	Deaths	0	0
6.	Dental	135	108
7.	Detox Prescriptions starts	318	363
8.	Dialysis	0	0
9.	Dietary Consults	107	30
10.	EKG's	55	71
11.	Employee TB Testing	147	133
12.	Endocrine Clinic	20	22
13.	E.R. Consults – Medical	39	47
14.	E.R. Consults – Accident	18	2
15.	Eye Glass Repair / Eye Exam	2	2
16.	Flu vaccines	36	37
17.	Infectious Disease Clinic	41	42
18.	INH Clinic	0	0
19.	INH Prescription Clinic	0	0

20.	Inmate Health Histories	1,659	1,760
21.	Inmate TB Tests	1,729	1,684
22.	IV starts	32	0
23.	Job Screening	617	1,598
24.	Laboratory	909	612
25.	Neurological Consults	2	0

	Procedure	2017	2018
26.	Neurology Clinic	5	17
27.	Nurse Sick Call	430	2,496
28.	OBGYN Consults	13	12
29.	On-Site X – Ray	164	146
30.	Mid-Level Provider Sick Call	430	760
31.	Orthopedic Consults	22	15
32.	Outside X - Ray	14	10
33.	Physical Therapy	0	0
34.	Physicians Physicals	1,459	1,598
35.	Physicians Sick Call:	2,272	760
36.	Prescription Medication	2,124	1,975
37.	Psychotropic Medications	1,579	1,231
38.	Psych Social Worker / MHP	1,824	2,059
39.	Psychiatrist	905	902
40.	Pulmonary Clinic	10	21
41.	RPR	32	46
42.	Suicide Attempts	1	0
43.	Surgical Consults	3	2
44.	Urological Consults	0	3
45.	Meritus Medical Center Inpatient	21	11
47.	Vivitrol® Patients	34	43

II. OBJECTIVES OF THE REQUEST FOR PROPOSALS (RFP)

Each response will be evaluated as to its achievement and compliance with the following stated objectives:

- A. To deliver high quality health care services that can be audited against established standards.
- B. To operate the health care program in a cost-effective manner with full reporting and accountability to the County.
- C. To operate the health care program at full staffing and use only licensed, certified and professionally trained personnel.
- D. To implement a written health care plan with clear objectives, policies, procedures, to be evaluated annually by the Center's compliance coordinator.

- E. To operate the health care program by standards established by the Maryland Commission on Correctional Standards (MCCS), the National Commission on Correctional Health Care (NCCHC), American Correctional Association and continue accreditation as required.
- F. To maintain an open and cooperative relationship with the administration and staff of the County and Center.
- G. To provide a comprehensive program for continuing staff education on medical issues at the Center.
- H. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
- I. To operate the health care program in a humane manner with respect to the inmate's right to basic health care services.
- J. To provide for a fair and objective evaluation of all proposals that will result in a mutually satisfactory contract between the successful proposer and the County.

III. SCOPE OF WORK

- A. Health care services must be provided in compliance with the Standards for Health Care Services in Jails, 2018 Edition, established by the National Commission on Correctional Health Care (NCCHC), American Correctional Association and The Maryland Commission on Correctional Standards (MCCS). More specifically, the services provided must meet the NCCHC, ACA Standards and to the extent required to achieve NCCHC, and MCCS accreditation.
- B. The Contractor must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications of this contract. All medical staff providing services under this contract must be licensed to practice in the State of Maryland. Medical staff shall not leave the facility until all his/her work is completed and shall remain on call twenty-four (24) / seven (7) days per week. The Contractor shall disclose the plan to staff the jail with new personnel or if the intent is to solicit from the incumbent's existing staff in the center.
 - 1. As a minimum, the Contractor must provide the following level of staffing:

a. Medical Physician	No less than six (6) hours per week
b. Mid-Level Provider	No less than ten (10) hours per week
c. Psychiatrist	No less than eight (8) hours per week.
d. Dentist	No less than three (3) hours per week

- e. MD Licensed Mental Health Professional
Master's Level minimum of two (2) No less than eighty (80) hours per week
(The County has a full-time Masters level social worker providing forty (40) Hours of service per week under a Grant staffed by contractor.)
- f. Nurses (Minimum requirement) Coverage is for 24 hours per day, seven (7) days per week.
 - (1) Day shift Minimum of one RN and two (2) LPNs full-time
 - (2) Evening shift Minimum of two (2) full-time LPNs
 - (3) Night shift Minimum of two (2) full-time LPN
- C. Health care staff must pass a Background Investigation conducted by the Center before formal employment by the Contractor. (Approximately ten (10) calendar days to complete).
- D. Healthcare services shall be provided to all areas of the Center to include, Central Booking and other areas of future expansion.
- E. At a minimum, a full-time, on-site Program Administrator (minimum requirement - Registered Nurse) shall be provided who shall have general responsibility for the successful delivery of health care at the Center, pursuant to the contract.
- F. The Contractor shall perform a Receiving Screening on all new commitments upon arrival at the Center, in accordance with NCCHC, ACA and MCCS guidelines, and before the inmate enters the general population of the Center that includes a screening test for tuberculosis. A standard form will be used for purposes of recording the information of the Receiving Screening and will be included in the health record of the inmate. Referral of the inmate for special housing, emergency health services or additional medical specialties will be made as appropriate. Such screening shall be conducted by a qualified medical professional and shall include, at a minimum, the following:
 - 1. Documentation of current illnesses and health problems, including medications taken and special health requirements.
 - 2. Behavior observations, including state of consciousness, mental status and whether the inmate is under the influence of alcohol or drugs.
 - 3. Notation of body deformities, trauma markings, bruises, ease of movement, etc.
 - 4. Conditions of skin and body orifices, including infestations and when needed assist the Center with removal of any body piercings deemed a security or safety issue.
- G. The Contractor shall perform a comprehensive Health Assessment to include Mental Health on any inmate confined at the Center within fourteen (14) calendar days of the arrival of the inmate at the Center. Such Assessment shall be performed by a qualified medical professional. At a minimum, the comprehensive Health Assessment shall include:

1. Review of the Receiving Screening results by the Program Administrator or responsible physician.
 2. Additional data necessary to complete a standard history and physical.
 3. Screening tests for venereal disease, as well as urinalysis will be performed as clinically indicated.
 4. Additional diagnostic procedures as directed by the physician, for indicated medical, mental or health problems.
 5. Height, weight, pulse, blood pressure and temperature.
 6. The health assessment of females will also include inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive medications, the presence of an IUD, breast masses, nipple discharge and possible pregnancy.
 7. Any abnormal results of the Health Assessment shall be reviewed by a physician for appropriate disposition.
- H. The Contractor shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the Center.
- I. The Contractor shall administer emergency first response medical care at the Center to any employee or visitor of the Center who requires such care.
- J. The Contractor shall identify the need, schedule, coordinate and pay for any in-patient hospitalization of any inmate of the Center. This shall include all institutional charges, physician charges and any and all other additional charges. This also includes responsibility for making emergency arrangements for ambulance service via air or ground as deemed medically necessary to the in-patient facility and reimbursement to the ambulance organization for the services provided.
- K. The Contractor shall identify the need, schedule, coordinate and pay for all physician services rendered to inmates inside or outside the Center. At a minimum, the Contractor shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or another covering physician shall be on call seven (7) days per week, twenty-four (24) hours per day for emergency situations.
- L. The Contractor shall identify the need, schedule, coordinate and pay for all supporting diagnostic examinations, both inside and outside the Center.
- M. The Contractor shall also provide and pay for all laboratory services as indicated.

- N. The Contractor shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This may include in-patient or out-patient hospitalization, appropriate monitoring and prescription of medications, consultations with specialty physicians, etc.
- O. The Contractor shall identify the need, schedule, coordinate and pay for the services of an optometrist. The Contractor shall provide any inmate with one (1) pair of ordinary glasses, if prescribed and deemed necessary by a physician for minimal function by such inmate.
- P. The Contractor shall identify the need, schedule, coordinate and pay for the services of a dentist. Dental services shall relieve pain, treat infections and insure the ability of the inmate to chew; unnecessary extractions shall be avoided.
- Q. The Contractor shall ensure a total pharmaceutical system for the Center beginning with a physician prescribing medication, the filling of the prescription, the dispensing of medication and necessary record keeping. The Contractor shall be responsible for the costs of all drugs administered and provide any medical carts needed; current Contractor uses three (3) carts. Medications are passed out two (2) times daily, not including special reasons.
- R. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by a licensed nurse. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the County or its/his agent.
- S. The Contractor shall provide and pay for all equipment and supplies used in the health care delivery system administered under this contract, unless otherwise agreed upon by the County or its/his agent. However, the Contractor shall be permitted to utilize the County's autoclave, dental chair, dental tools, dental x-ray equipment and Electrocardiograph machine and stand owned by the County and located on-site at the Center.
- T. The Contractor shall provide and maintain complete and accurate medical records separate from the Center confinement records of the inmate. The Contractor shall make accessible to the Administrator of the Center such records when there is a legitimate interest in viewing them and, upon request, provide copies. The Center has a computerized booking system with a medical record component by Keystone Information Systems, Inc., Maple Shade, New Jersey. The Contractor shall utilize the CorEMR Electronic Medical Records system that belongs to the Center. All Medical Records belong to the Center. The Contractor may not delete, destroy or alter previously existing records in CorEMR. The Contractor shall be responsible for the use of the CorEMR system and for the training of the Medical Staff in its use. No medical information shall be stored off site and no off-site backup of the Center's equipment is allowable.
- U. The Contractor shall provide consultation services to the Administrator of the Center on any and all aspects of the health care delivery system at the Center including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate pharmaceutical and other systems and on any other matter relating to this contract upon which the Center seeks the advice and counsel of the Contractor.

- V. The Contractor must maintain accreditation for the Center with the NCCHC, and MCCS. Failure to maintain such accreditation may result in the Contractor being considered in breach of contract. All associated costs are the responsibility of the Contractor. The next NCCHC Certification is in 2020 and MCCS Certification is in 2020.
- W. The Contractor shall seek reimbursement for services rendered under this contract from any available third party including other governmental agencies or programs, or health insurance group. The administration shall cooperate with the Contractor in these efforts. The Center shall also, upon receiving the appropriate documentation from the Contractor, file for and reimburse the Contractor for any funds received from the State of Maryland for any individual inmate in excess of \$25,000 per fiscal year pursuant to Maryland Code, Correctional Services Articles, Section 9-405.
- X. The Contractor is responsible for payment of medical bills incurred by an "inmate" who is injured prior to delivery to the Center and is cared for at the hospital prior to being housed at the Center but has been committed by the court system to the custody of the Sheriff. The County will then cooperate with the Contractor in recouping those expenses through the County Attorney and the Attorney General for the State of Maryland.
- Y. The Contractor shall also be responsible for providing mobile x-ray services at the Center site as required.
- Z. The Contractor shall be the sole suppliers and/or coordinator of the health care delivery system at the Center. The Contractor shall be responsible for all medical care for all inmates of the Center. The responsibility of the Contractor for the medical care of an inmate commences when an individual is arrested and remanded into custody of the Sheriff.
- AA. The Contractor shall perform the services requested herein in compliance with the Center's Health Care Policies and Procedures. However, should any provisions for services to be performed by the Contractor as stated herein conflict with the Center's Health Care Policies and Procedures, the provisions as stated in the RFP shall prevail.
- BB. The Contractor shall be required to render emergency care at any location on Center property, to include Central Booking and the outside grounds.
- CC. The Contractor's staff at the Center shall collect the medical wastes; the Center's County staff shall dispose of the medical wastes at the Washington County Health Department.
- DD. The Contractor shall be responsible for evaluating the need for and prescribing medically required special diets including but not limited to allergy, cardiac, diabetic.
- EE. The Contractor shall be responsible for annual screening tests for tuberculosis and Hepatitis B vaccinations for Center employees. The contractor will provide staff to teach in service training classes for the Center's staff including mental health, right to know, tuberculosis awareness and bloodborne pathogens.

- FF. The Center has a Medical Assisted Treatment (MAT) program using extended release Naltrexone (Vivitrol) that the contractor shall assist with by performing SBIRT (Screening, brief intervention, referral for treatment. Draw blood on appropriate inmates LFTs/Toxicology to support self-report. Those appropriate LFTs that fall in FDA guidelines conduct medical exam for Vivitrol, Drug Test prior to injection and give injection that is provided.

IV. USE OF EXISTING DOCUMENTS

The County will cooperate to the fullest extent in making available to the Contractor for his/her use all documents pertinent to providing the subject services. The County makes no warranty as to the accuracy of these documents nor will the County accept any responsibility for errors or omissions that may arise as a result of the Contractor relying on them.

V. CONTRACT PERIOD

- A. The contract entered into pursuant to this RFP shall be for a one (1) year period, tentatively to commence July 1, 2019, with an option by the County to renew for up to four (4) additional consecutive one-year periods, subject to written notice given by the County at least sixty (60) calendar days in advance of its expiration date.
- B. If the Contractor wishes to renew the contract, he must submit a letter of intent to the Washington County Purchasing Director at least one hundred and fifty (150) calendar days prior to the expiration of any annual contract term. The County reserves the right to accept or reject any request for renewal. Annual price increases or decreases to cover contract years two (2) through five (5) will be based upon the United States Daily Average Medical Cost Consumer Price Index (Medical Health Care Services Section), as published by the United States Department of Labor. The CPI adjustment for each additional year shall be calculated by comparing the Medical Health Care Services CPI that includes the local Hagerstown area of the previous August to the August figure in the current contract year. All extensions of the contract term are subject to available funding and performance by the Contractor satisfactory to the County.
- C. There shall be no lapse in any service during the transition between the prior contractor and the successful contractor for the contract beginning July 1, 2019.
- D. The successful Contractor shall not consider the right of the County to extend the initial one-year contract term to constitute or imply any obligation by the County to renew the Contract.

VI. LIQUIDATED DAMAGES

Performance shall be monitored by the Center's compliance coordinator. Failure to meet any required criteria, at any time, shall result in the Contractor being responsible for the Liquidated Damages outlined herein. A letter shall be forwarded to the Contractor by Certified Mail stating the infraction and allowing the Contractor forty-eight (48) hours to come into compliance. A one-time charge of Liquidated Damages in the amount of Three Hundred (\$300.00) Dollars shall be

assessed on any non-compliance item that cannot be retroactively corrected. Should the Contractor fail to perform as specified in this RFP, it is understood that the County will deduct from any outstanding invoice an amount equal to Three Hundred (\$300.00) Dollars per calendar day until such time as the proper work is performed in accordance with the resulting contract. As evidenced by submitting a proposal, it is understood that this is not a penalty, but is, in fact, a liquidated damage.

VII. AFFIDAVIT

The proposal must be accompanied by a fully executed affidavit (Attachment No. 1) executed by the Contractor, or in case the Contractor is a corporation, by a duly authorized representative of said corporation, on the form provided.

VIII. SUBMITTAL INSTRUCTIONS

As a result of time constraints imposed on the project, the County will require interested firms to provide Qualifications and Experience (Q&E) submittals concurrently with Technical Proposals and Price Proposals, each to be presented in separately sealed opaque envelopes.

- A. The *Q&E portion* of the proposal shall include the following information (**DO NOT INCLUDE ANY PRICE FIGURES**):
1. Contractors must be organized and existing for the primary purpose of providing correctional health care services.
 2. Contractors must list by name, address and administrator all correctional institutions in which their firm's contract has been terminated since January 1, 2014.
 3. Contractors must have at least three (3) continuous years of corporate experience (not individual experience) in administering correctional health care programs and at least three (3) current contracts with separate agencies with correctional facilities of at least 350 beds.
 4. Contractors must have demonstrated its experience and the quality of its care by having obtained accreditation from any of the following accrediting organizations: The National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), the Joint Commission on Accreditation of Health Care Organizations (JCAHO), in a correctional facility of at least 350 beds.
 5. Contractors must demonstrate their ability to provide a health care system specifically for a correctional facility. It must demonstrate that it has the capability of immediate contract start-up, that it has a proven system of recruiting staff and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operation.

B. The ***Technical portion*** of the proposal shall include the following information (**DO NOT INCLUDE ANY PRICE FIGURES**):

1. Sufficient information concerning the Program for the County to evaluate whether or not the Contractor meets Q & E for proposers. All proposals must contain the job description of the individual who will be the on-site Program Administrator.
2. Contractors must demonstrate that they have the willingness and ability to comply with the Scope of Work and Terms and Conditions contained herein, in particular, the Standards for Health Services in Jails, 2018 Edition, established by the National Commission on Correctional Health Care and the Maryland Commission on Correctional Standards.
3. Contractors must list by name, address and administrator all correctional institutions where their firm is providing medical care, the length of time that each contract has been in effect, and a contact person and phone number for the facility.
4. Contractors must provide a letter of intent from an insurance company authorized to do business in the State of Maryland stating its willingness to insure the Contractor pursuant to the terms of this contract for the limits as stated in Washington County's Policy of *Insurance Requirements for Independent Contractors* (Attachment No. 2) and the limits as stated for professional liability insurance contained herein.
5. Contractors must provide in their proposals a full and complete staffing matrix and organizational chart and must explain how medical care for inmates at the Center will be delivered. At a minimum, sample Receiving Screening and Comprehensive Health Assessment forms shall be provided, as well as an actual Table of Contents from the Health Care Policies and Procedures Manual of the Contractor.
6. Contractors must provide a statement of their ability both in experience and available manpower to meet the contract start date contained herein.
7. Conclusion, remarks and/or supplemental information pertinent to this request.

C. The ***Price portion*** of the proposal shall include the following information:

1. This portion of the proposal should include the program cost for the contract. A monthly cost of serving Four hundred (400) inmates shall be provided. This shall be the base monthly charge. A per diem per inmate shall be used to adjust the monthly program cost up or down from the base population. The number of inmates served per month will be based on the average monthly population as contained in the Maryland Jail Statistics Report Form. For evaluation purposes only, four hundred and fifty (450) inmates per month for a twelve (12) month period will be the basis for determining annual cost. The County reserves the right to negotiate final price subsequent to final selection and prior to award.

2. The attached Proposal Form (Attachment No. 3) shall be filled in and submitted in the exact format as shown.
3. The attached Affidavit (Attachment No. 1) fully executed by the Contractor, or in case the Contractor is a corporation, by a duly authorized representative of said corporation, on the form provided.

IX. BILLING AND PAYMENT

Payment will be made as outlined above. All invoices shall be paid monthly within thirty (30) calendar days based on the unit prices contained in the Proposal Form (Attachment No. 3) that is a part of this RFP. Payment will be made for work satisfactorily completed during the calendar month prior to billing unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

X. FUNDING

If the County fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The County shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XI. CONTRACTOR SELECTION PROCESS

The Washington County Coordinating Committee will evaluate responses to this request and select those firms judged to be most qualified. It is the County's intent to open and review each firm's Q&E to determine qualifications and experience. If the Coordinating Committee determines that a firm has satisfactory Q&E, the envelope containing the firm's Technical Proposal will then be opened. If the Coordinating Committee determines a firm's Technical Proposal to be acceptable, the envelope containing the firm's Price Proposal will then be opened. While the lowest responsive Price Proposal will not necessarily be the basis of selection, cost will be a major consideration in the selection process.

Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations, of those firms it deems most qualified, to take place within ten (10) business days following notification.

Selection criteria to be used by the Committee are:

- A. Responsiveness to the scope of work and instructions to firms;

- B. Past performance of the firm including timely completion of projects, compliance with scope of work performed within budgetary limitations, and user satisfaction;
- C. Specialized experience and technical competence in administering health care services in the past five (5) years, including qualifications of staff members who will be involved in this project;
- D. Oral presentations, if required;
- E. Composition of the principles and staff assigned to perform the services, particularly the proposed on-site Administrator and immediate staff, and their qualifications and experience providing health care services such as that being proposed;
- F. Adequacy of the personnel of the firm to perform the proposed scope of work;
- G. Firm's capacity to perform the work giving consideration to current workloads;
- H. Geographic location in relationship to Washington County, Maryland;
- I. Firms familiarity with problems applicable to this type of services;
- J. References from previous clients, including size and scope of services provided, name and telephone number of contact person; and
- K. Price proposal.

XII. INSURANCE REQUIRED

- A. The successful Contractor must show evidence of Insurance as outlined in the attached copy of Washington County's Policy of *Insurance Requirements for Independent Contractors* (Attachment No. 2) prior to execution of a contract.
- B. The successful Contractor must show evidence of Professional Liability Insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate annually prior to execution of a contract.
- C. Failure to maintain such insurance shall be grounds for immediate termination of the contract.
- D. Certificates of Insurance shall be provided as required at no additional cost to the County

XIII. TERMINATION

- A. **TERMINATION FOR DEFAULT** - If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the County may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or

unfinished work provided by the Contractor shall, at the County's option, become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and County can affirmatively collect damages.

- B. **TERMINATION FOR CONVENIENCE** - The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this contract, as determined by the County to be reasonable, that the Contractor has incurred up to the date of termination and all reasonable costs, as determined by the County to be reasonable, associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

XIV. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after the final payment by the County hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the County, at all reasonable times.

XV. PRE-PROPOSAL CONFERENCE AND SITE VISIT

A Pre-Proposal Conference will be held at **10:00 A.M., Thursday, April 4, 2019** at the Washington County Detention Center, 500 Western Maryland Parkway, Hagerstown, Maryland. Attendance at the Pre-Proposal Conference is not mandatory but is strongly encouraged. The Warden shall conduct a site visit at the Center immediately following the pre-proposal conference.

XVI. TERMS AND CONDITIONS

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Contractor if the successful Contractor does not execute a contract within fifteen (15) days after notice of award of the contract.
- B. The County reserves the right to request clarification of information submitted and to request additional information of one or more firms.
- C. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred twenty (120) calendar days, to sell to the County the services set forth in the above Scope of required services.
- D. Any agreement or contract resulting from the acceptance of proposal shall be on forms provided by and approved by the County and shall contain, as a minimum, applicable

provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.

- E. The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Washington County Sheriff.
- F. No reports, information or data given to or prepared by the Contractor under the contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Washington County Sheriff.
- G. Contractors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Subtitle, 6, Annotated Code of Maryland.
- H. The County reserves the right to not hold discussions after award of the contract.
- I. By submitting a proposal, the Contractor agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he has performed the mandatory visit to the Center, and fully understands his obligations.
- J. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP - Professional/Technical Services Selection that can be viewed at: <http://www.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf>. No proposal preparation expense will be paid by the County relative to any response to this solicitation. The Committee shall be comprised of the County Sheriff (Committee Chairman Designee), County Purchasing Director, the Center's Warden, the Center's Administrative Captain / Assistant Warden, and Director of Core Services – Washington County Mental Health Authority.
- K. Contractors must have their proposals completed by in-house personnel and if an oral presentation is requested, it must be made by officers or employees, as requested, as opposed to retaining Contractors and/or representatives for these tasks.
- L. The Contractor shall abide by and comply with the true intent of this RFP and its Scope of Work and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- M. The health care delivery system must conform to state standards for medical services provided in correctional institutions as established by the Maryland Commission on Correctional Standards. The system must conform to the Standards for Health Services in Jails, 2018 Edition, established by the National Commission on Correctional Health Care. Generally, health care at the Center should be equivalent to that available in the community.

- N. The Contractor shall use the Medical Area at the Center whenever possible and appropriate in the performance of its duties and the contract.
- O. The Contractor shall have no responsibility for security at the Center or for the custody of any inmate at any time, such responsibility being solely that of the County.
- P. The Contractor shall have sole responsibility in all matters of medical judgment.
- Q. The Contractor shall have primary, but not exclusive responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Administrator of the Center and staff shall support, assist and cooperate with the Contractor, and the Contractor shall support, assist and cooperate with the Administrator of the Center whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical judgment are still the responsibility of the Contractor.
- R. Policies and Procedures of the Contractor relating to medical care are to be established and implemented solely by the Contractor. In areas which impact upon the security and general administration of the Center, the Policies and Procedures of the Contractor are subject to the review and approval of the Sheriff or his agent without limiting the responsibility of the Contractor to make its own medical judgments or the discretion of the County to perform its responsibilities under law. Some, but not all areas, are as follows:
1. Drug, syringe and instrument security
 2. Alcohol and drug medical detoxification
 3. Identification, care and treatment of inmates with special medical needs, including, but not limited to, individuals with hepatitis, epilepsy, physical handicaps, those infected with the Human Immunodeficiency Virus (HIV) and those with any other disease
 4. Suicide prevention
 5. The use of physical restraints in those situations where inmates are deemed to present a danger to themselves and others
 6. Mental illness
- S. The County retains the right to review and approve Policies and Procedures of the Contractor in any other area affecting the performance of its responsibilities under law.
- T. **POLITICAL CONTRIBUTION DISCLOSURE:** The Bidder shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of

\$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

- U. Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- V. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.
- W. The selected Contractor will be required to enter into a contract agreement with the County.

XVII. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

It is the Contractor's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any Contractor find discrepancies, in, or omissions from the documents or be in doubt of their meaning, he should at once request, in writing, via fax to 240-313-2331, an interpretation from: Rick F. Curry, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740. All necessary interpretations will be issued to all Contractors in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Requests received after **4:00 P.M., Monday, April 15, 2019 may not be considered**. Every interpretation made by the County will be made in the form of an addendum which, if issued, will be issued by the Purchasing Director.

XVIII. PROPOSALS AND AWARD SCHEDULE

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within forty-five (45) calendar days after the receipt of proposals. The contract will be awarded to the Contractor whose proposal, conforming to this request, will be the most advantageous to the County.
- C. Proposals must give the full name and address of proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- D. Proposals cannot be altered or amended after they are opened.

- E. Price proposals which accompany submittals that are determined to be unacceptable to the Coordinating Committee will be returned unopened to the Contractor.

XIX. SUBMITTALS

One (1) original, five (5) copies of submittals and six (6) flash drives of Qualifications and Experience information from firms, enclosed in a sealed opaque envelope marked "**Q & E – Inmate Health Care Services**", one (1) original, five (5) copies and six (6) flash drives of the Technical Proposal enclosed in a separately sealed opaque envelope marked "**Technical Proposal – Inmate Health Care Services**", and one (1) original, five (5) copies and six (6) flash drives of the "**Price Proposal – Inmate Health Care Services**" are due into the Office of Rick F. Curry, CPPO - Purchasing Director, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M., Monday, April 29, 2109**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that firm. Inquiries shall be directed to Rick F. Curry, CPPO, Purchasing Director at 240-313-2330.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County do not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the 240-313-2330 Voice, TTY dial 7-1-1 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Conference.

The Board of County Commissioners of Washington County reserves the right to accept or reject any and/or all proposals, to waive formalities, informalities, and technicalities and to take whatever action is in the best interest of Washington County. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County. The Board of County Commissioners of Washington County also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of a firm which investigation shows is not in a position to perform the contract.

Sincerely,



Rick F. Curry, CPPO
Purchasing Director

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC:ljt
Attachments (3)
cc: Coordinating Committee Members

WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Bid Number (PUR-1423)

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in the above
(Month) (Year)

named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

Rev. 2/29/08

TITLE

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

**PUR-1423
COMPREHENSIVE HEALTH CARE SERVICES FOR INMATES
PROPOSAL FORM**

The Firm of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and Addenda No. _____, Dated _____; No. _____, Dated _____; No. _____, Dated _____ at the following contract prices for: (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Item No.	Item	Written Price	Figures
1A	Monthly Fee Based on 450 Inmates	_____ Dollars (Written) _____ Cents (Written)	\$ _____
1B	Fee Subtotal (12 months) (12 mos. x 1A)	_____ Dollars (Written) _____ Cents (Written)	\$ _____

Item No.	Item	Written Price	Figures
2A	Fee Per Inmate Over/Under 450 Inmates Per Month	_____ Dollars (Written) _____ Cents (Written)	\$ _____
2B	Fee Subtotal (Based on an Additional 50 Inmates Per Day x 365 Days)	_____ Dollars (Written) _____ Cents (Written)	\$ _____
Total Proposal Based on Monthly Average of 500 Inmates (Sum Total Item Nos. 1A through 2B)		_____ Dollars (Written) _____ Cents (Written)	\$ _____ (Written Numerals)

PROPOSER MUST SIGN HERE

Firm Name: _____

Address: _____

Signature of Officer of Firm: _____

Printed Name and Title: _____

Telephone No.: _____ Fax No.: _____

E-mail Address: _____ Federal Employer's Identification No.: _____

Remarks/Exceptions: _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise?
(Please check below.)

_____ Yes _____ No

