



COORDINATING COMMITTEE

PUR-1669 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 the criteria to be used by the Committee are available from the Washington County website: <https://www.washco-md.net/purchasing-department/purch-open-invites/>, for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, telephone 240-313-2330.

A Pre-Proposal Conference will be held at **9:00 A.M., (EDT/EST), Thursday, March 14, 2024**, at the Washington County Detention Center, 500 Western Maryland Parkway, Hagerstown, Maryland. Attendance at this conference is not mandatory but is strongly encouraged. All interested Proposers are requested to be present. Proposers who wish to participate via teleconference shall call prior to the teleconference 240-313-2330 for further instructions. The Warden shall conduct a site visit at the Center immediately following the pre-proposal conference.

All interested firms shall send one (1) original, six (6) copies of submittals and seven (7) flash drives of Qualifications and Experience information, enclosed in a sealed opaque envelope marked "**Q & E – PUR-1669 Inmate Health Care Services**"(packet 1), one (1) original, six (6) copies and seven (7) flash drives of the Technical Proposal enclosed in a separately sealed opaque envelope marked "**Technical Proposal – PUR-1669 Inmate Health Care Services**"(packet 1), and one (1) original, six (6) copies and seven (7) flash drives of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – PUR-1669 Inmate Health Care Services**"(packet 2) are due into the Office of Brandi Naugle, CPPO – County Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M. (EDT/EST), Wednesday, April 3, 2024**.

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 the disqualification of that firm. The County intends to open and review each firm's Q & E and Technical Proposal to evaluate qualifications and experience first. If the Q & E and Technical Proposal is deemed acceptable, the envelope containing the firm's Price Proposal will then be opened. For those Q & Es and Technical Proposals considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective party. *Facsimile or Electronic Proposals will not be accepted.*

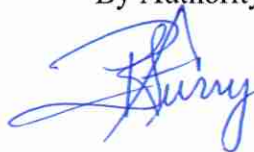
NOTE: All Proposers must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal. Alternate routes are controlled by a door access system. 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 Brandi Naugle, CPPO – County Buyer 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, Maryland.

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, Maryland 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
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

IMPORTANCE NOTICE

In the near future, Washington County, Maryland will be moving to a procurement portal powered by Euna for accepting and evaluating solicitations. To register, visit <https://washco-md.ionwave.net>.

Contact Support:

Dial: 866.277.2645 x4

Email: support.ionwave@eunasolutions.com



COORDINATING COMMITTEE

PUR-1669

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 Three hundred thirty (330) male inmates and sixty (60) female inmates. There are approximately two thousand (2,000) new commitments per year. The average inmate's stay at the Center is: sixteen (16%) percent are less than forty-eight (48) hours, thirty-four (34%) percent are three (3) to twenty-nine (29) days, thirty-nine (39%) percent are one (1) to six (6) months, and eleven (11%) percent are six (6) months to eighteen (18) months.
- B. All of the Center's staff are CPR-certified by the American Safety and Health Institute. Past approved budgets for medical expenditures are as follows: FY20 - \$ 1,895,061.00; FY21 - \$ 1,976,548.62; FY22 - \$2,081,305.70; FY23 - \$2,133,338.34 and FY24 \$2,220,805.21. The Center treated the following average number of inmates per month for HIV/AIDS: 2020 – four (4), 2021 – five (5), 2022 – two (2), 2023 – three (3). The average population for inmates sentenced to the State prison system is ten (10) 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), Buprenorphine (Sublocade and Subutex), and Methadone 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 MAT medications, Drug Test prior to beginning MAT medication give injection and other medications ordered. Drug test routinely while participant on MAT medications. The expenses for the MAT program are currently covered by a grant and the expectation is that the grant funding will continue. These expenses include the medications, provider time and nursing time which is to be invoiced separately for grant purposes.
- 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, one (1) Autoclave, one (1) AED, one (1) portable suction unit, one (1) exam table, stretcher, (3) wheelchairs, 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 two (2) full-time RNs; four (4) full-time LPNs; two (2) part time LPNs; three (3) full-time Med. Techs; one (1) Medical Director; one (1) Mid-level Provider (Physicians' Assistant/Nurse Practitioner); one (1) Dentist; one (1) Psychiatrist; three (3) full-time MD Licensed Mental Health Professionals one of which is reimbursed by the Washington County Mental Health Authority (MCCJTP). The current contract was awarded to PrimeCare Medical, Inc. in 2019.
- J. The Detention Center has three (3) negative pressure rooms; two (2) are operational and one (1) is not in use. The 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. Five (5) 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 five (5) computers in the medical area, one (1) Fujitsu scanner and five (5) laptops shared between mental health and medical. Mental Health Offices have two (2) computers, two (2) office printers, and one (1) Fujitsu scanner. The printer in the medical department and copy machine for use by the Contractor are provided by the Contractor.
- R. Hospitalizations do occur prior to booking. The Contractor is financially responsible only after the individual is committed to the detention center.
- S. The County does store methadone at its facility for the MAT program. The County's medical department (Contractor) shall administer methadone if a female inmate is pregnant, and it is State mandated to administer.
- 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 six hundred seventy-nine (679) chronic care visits in 2023.
- X. 2022 and 2023 Annual Report for Medical

	<u>Procedure</u>	<u>2022</u>	<u>2023</u>
1.	Ambulance Transport:	25	64
2.	Cardiac /HTN Clinic	785	590
3.	Cardiologist Consults	2	5
4.	Chest Disease	0	0
5.	Deaths	5	2
6.	Dental	92	163
7.	Detox Prescriptions starts	504	516
8.	Dialysis	87	108
9.	EKG's	154	179
10.	Employee TB Testing	106	110

11.	Endocrine Clinic	280	218
12.	E.R. Consults – Medical	61	78
13.	E.R. Consults – Accident	0	0
14.	Eye Glass Repair / Eye Exam	31	74
15.	Flu vaccines	16	32
16.	Infectious Disease Clinic	423	62
17.	INH Clinic	0	0
18.	INH Prescription Clinic	0	0
19.	Inmate Health Histories	1,047	851
20.	Inmate TB Tests	1,145	1,493
21.	IV starts	3	2
22.	Laboratory	589	560
23.	Neurological Consults	3	1
24.	Neurology Clinic	161	148
25.	Nurse Sick Call	1,482	1,220
26.	OBGYN Consults	12	26
27.	On-Site X-Ray	201	213
38.	Mid-Level Provider Sick Call	2,310	4,654
29.	Orthopedic Consults	17	23
30.	Outside X-Ray	15	12
31.	Physical Therapy	47	46
32.	Physicians Physicals	702	1,204
33.	Physicians Sick Call:	406	87
34.	Prescription Medication	1,830	7,684
35.	Psychotropic Medications	1,427	1,878
36.	Psych Social Worker / MHP	5,251	8,371
37.	Psychiatrist	901	931
38.	Pulmonary Clinic	627	524
39.	RPR	72	49
40.	Suicide Attempts	9	3
41.	Surgical Consults	5	2
42.	Urological Consults	4	9

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) hours / 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 twenty-four (24) 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 grant for an additional full-time Masters level social worker providing forty (40) hours of service per week which is reimbursed to the contractor by the Washington County Mental Health Authority (MCCJTP)
 - f. Nurses (minimum requirement) Coverage is for twenty-four (24) hours per day, seven (7) days per week.
 - (1) Day shift Minimum of one (1) RN, one (1) MAT Nurse and two (2) LPNs daily.
 - (2) Evening shift Minimum of two (2) LPNs and one (1) Med. Tech. or third LPN each evening.
 - (3) Night shift Minimum of two (2) LPNs and one (1) Med. Tech. or third LPN each night.
 - g. Full-time Administrative Assistant (1)
- 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. The Contractor will provide emergency care and assist Central Booking staff by determining if an individual is medically stable enough to be accepted from the arresting agency.
 - 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 the purpose 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.
 5. The screening shall include a drug screen (urinalysis) for all new commitments and a pregnancy screening for all females committed.
- 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 (hospitalization) 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 calls 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 ensure 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. Individuals that are released are to be provided with any required prescription medications by the Contractor. All controlled substances, syringes, needles, and surgical instruments will be stored under security conditions acceptable to the County or its 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 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 unless the contractor provides their own CorEMR that records can be transferred to the County system at end of contract. 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 2024 and MCCS Certification is in 2026.
- 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 Twenty-Five Thousand (\$25,000) Dollars 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 Contractor is only responsible when the individual has been committed.
- 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 supplier 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 waste; the Center's County staff shall dispose of the medical waste 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 (135 when fully staffed, currently 126) and Hepatitis B vaccinations (new hires) 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 upon request.
- FF. The Center has a Medical Assisted Treatment (MAT) program using extended-release Naltrexone (Vivitrol), Buprenorphine (Sublocade and Subutex), and Methadone 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 MAT medications, Drug Test prior to beginning MAT medication give injection and other medications ordered. Drug test routinely while participant on MAT medications. The expenses for the MAT program are currently covered by a grant and the expectation is that the grant funding will continue. These expenses include the medications, provider time and nursing time which is to be invoiced separately for grant purposes.

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, 2024, 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 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 December to the December 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, 2024.
- 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) 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) 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 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, 2019.
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 Three Hundred Fifty (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 Three Hundred Fifty (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* 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 (400) 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 shall be filled in and submitted in the exact format as shown.
3. The attached Affidavit 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 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* 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) 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. Property and casualty insurance is provided by 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 **9:00 A.M., (EDT/EST), Thursday, March 14, 2024**, at the Washington County Detention Center, 500 Western Maryland Parkway, Hagerstown, Maryland. Attendance at this conference is not mandatory but is strongly encouraged. All interested bidders are requested to be present. Proposers who wish to participate via teleconference shall call prior to the teleconference 240-313-2330 for further instructions. 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/she is satisfied, as a result of his/her own investigations of the conditions set forth in this request, that he/she has performed the mandatory visit to the Center, and fully understands his/her 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: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.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), the County Buyer, the Center's Warden, the Center's Administrative Captain/Assistant Warden, the Centers Chief of Security and Operations (non-voting member), and the 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 One Hundred Thousand Dollars (\$100,000) or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of Five Hundred Dollars (\$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 Proposer find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he/she should at once request in writing an interpretation from: Brandi Naugle, CPPO, County Buyer, Washington County Purchasing Department, send questions in Microsoft Word platform via-email to purchasingquestions@washco-md.net. 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., March 20, 2024, 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 the 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, six (6) copies of submittals and seven (7) flash drives of Qualifications and Experience information from firms, enclosed in a sealed opaque envelope marked "**PUR-1669 Q & E – Inmate Health Care Services**" (packet 1), one (1) original, six (6) copies and seven (7)

flash drives of the Technical Proposal enclosed in a separately sealed opaque envelope marked "PUR-1669 Technical Proposal – Inmate Health Care Services"(packet 1), and one (1) original, six (6) copies and seven (7) flash drives of the "PUR-1669 Price Proposal – Inmate Health Care Services" (packet 2) are due into the Office of Brandi Naugle, CPPO – County Buyer, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **Wednesday, April 3, 2024, at 4:00 P.M., (EDT/EST)**. 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 Brandi Naugle, CPPO, County Buyer 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, Maryland 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, Maryland 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, Maryland. 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, Maryland. The Board of County Commissioners of Washington County, Maryland 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
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC:llb

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-1669) _____

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
(Month) (Year)
in the above-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, Maryland 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, Maryland.

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 the Board of Commissioners of Washington County, Maryland 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, Maryland.

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 Purchasing Department, Board of County Commissioners of Washington County, Maryland 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, Maryland, 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-1669
**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. _____; 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 400 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 400 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 450 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

**GOVERNMENT-WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for the purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name of Contractor's Authorized Official: _____

Printed Title of Contractor's Authorized Official: _____

Date: _____

PUR-1669
COMPREHENSIVE HEALTH CARE SERVICES FOR INMATES
CONSULTANT CONTRACT

BY AND BETWEEN
BOARD OF COUNTY COMMISSIONER OF
WASHINGTON COUNTY, MARYLAND

AND

This Comprehensive Health Care Services for Inmates Consultant Contract (the "Contract") is made this _____ day of _____, 2024 between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic and a subdivision of the State of Maryland, (the "Board" or the "County"), and _____, a _____ corporation, _____, ("Consultant").

RECITALS

The County is charged pursuant to federal and state law with the responsibility for providing necessary medical, psychiatric, and dental health care for all persons committed to the care, custody, and control of the Washington County Detention Center (the "Facility").

The County desires to provide quality health care to inmates in accordance with applicable law.

The County's goal is to operate the health care program in compliance with the Maryland Commission on Correctional Standards (MCCS), as well as standards established by the American Correctional Association, and the National Commission on Correctional Health Care (NCCHC) 2008 Edition, Standards for Health Services in Jails.

In order to engage a health care provider for the Facility, a request for proposals (PUR-1669) was issued on behalf of the Facility on March 6, 2024, together with any Addenda thereto, (the "RFP"), to provide Comprehensive Health Care Services to Inmates at the Washington County Detention Center.

Contractor is in business solely to provide comprehensive health care services, through properly licensed employees and independent professionals, to inmates and detainees in prisons, jails, and detention centers.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties agree as follows:

1. **Contract Documents**. The agreement of the parties, as delineated hereinafter, consists of this Agreement, the Request for Proposal published by Washington County, Maryland dated March 6, 2024, together with any Addenda thereto (collectively "RFP"); as well as the Qualifications and Experience, Technical and Pricing Proposal of Contractor (the "Proposal"), all of which are incorporated herein by

reference and made a part hereof.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning set forth hereinafter:
 - a. “medical unit” shall mean all offices, examination, storage, and laboratory space occupied by Contractor.
 - b. “per diem” shall mean the daily increase or decrease to the contract price per inmate/detainee as a result of the Facility population being more or less than four hundred fifty (450).
 - c. “medical care” shall be deemed to encompass both psychiatric and psychological care, as well as dental care, consistent with the definition of “health care” contained at J-01 of **Standards for Health Services in Jails** published by the National Commission on Correctional Health Care.
 - d. “Sheriff” shall include his designees including, without limitation, the warden.
3. **Licenses.** Contractor warrants that it is a _____ corporation qualified and registered to do business in the State of Maryland and that it will obtain all licenses necessary to legally perform medical and health services within the State of Maryland and, more particularly, in Washington County, Maryland. Contractor shall ensure that its employees rendering services in the Facility shall possess all required licenses, including professional licenses, mandated by law, regulation, or both, in order to render medical services within the State of Maryland and more specifically Washington County, Maryland.
4. **Length of Agreement.** This Agreement is entered into for a one (1) year term, commencing on July 1, 2024 and ending on June 30, 2025, unless terminated sooner in accordance with the provisions contained at Section 25 *infra*, with an option by County to renew for up to four (4) consecutive one (1) year periods, subject to written notice given by County at least sixty (60) calendar days in advance of the then current expiration date. If Contractor desires to renew the contract, it must submit a letter of intent to County at least one hundred fifty (150) calendar days prior to the expiration of any annual contract term. 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.
5. **Services To Be Provided by Contractor.** The Contractor shall perform all health care services to the inmate population of the Facility in accordance with the RFP and the Proposal, the contents of said RFP and Proposal are incorporated by reference and made a part hereof. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions and provisions of the RFP shall control, prevail, and supersede the terms, conditions, and provisions of the Proposal.

6. **Compensation For Services.** Contractor shall be compensated for its services, as follows:

- a) For the first year of this Agreement, Washington County, Maryland shall pay to Contractor the base sum of \$ _____, divided into twelve equal monthly installment payments of \$ _____.
- b) Contractor shall invoice the Sheriff as of the first day of each month following services being provided. Payment shall be made by Washington County, Maryland within thirty (30) days. Payments exceeding sixty (60) days shall subject the County to Section I of the Contractor pricing proposal automatically.
- c) Any additional compensation to which Contractor may be entitled as provided by this Agreement shall be payable within the month following the occurrence or event triggering the right to such compensation, upon submission of appropriate invoices by Contractor.
- d) In the event of increases or decreases in the Facility population, Contractor shall be entitled to additional or reduced "per diem" payments. Such per diem charge, during the initial year of this Agreement, shall be \$ _____ per inmate/detainee, per day under/over the Average Facility population of four hundred fifty (450). On additional year renewals, the per diem per inmate/detainee price shall be increased by the Consumer Price Index (Medical Health Care Services Section) as published by the U.S. 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.
- e) Should Washington County, Maryland house inmates from the Immigration and Naturalization Service (INS), Federal Bureau of Prisons (BOP), U.S. Marshal's Service, State Department of Corrections, or counties other than Washington County within the Facility, medical services shall be provided and paid for by Contractor. These costs shall be documented and submitted by Contractor to the County to facilitate proper and timely one hundred (100%) percent reimbursements from the aforementioned agencies. All medical costs when reimbursed to the County by the aforementioned agencies shall be reimbursed in turn to the Contractor within thirty (30) days of the County's receipt of these funds. The County shall be entitled to retain, without adjustment, any payments for sick call requests or similar charges to inmates and any funds received from the State of Maryland which are payments for single inmates in excess of twenty-five thousand dollars (\$25,000) pursuant to Maryland Code, Correctional Services Article, Section 9-401(e)&(f)(1).
- f) Any pre-employment physical examinations requested by the County shall be performed by the Contractor, provided advance notice is given. County shall pay the costs of any special testing incident to these physical examinations upon being invoiced by Contractor (i.e. orthopedic follow-up, cardiac stress test, etc.).
- g) Any court-ordered psychiatric evaluations, if performed by Contractor, shall entitle the company to additional compensation in accordance with the further agreement of the parties.

h) County custody staff shall not be charged for meals (one per shift) while providing security at a County hospital. Conversely, Contractor staff shall not be charged for meals in the Facility (one per staff member per shift) provided by the Facility so long as that program remains in effect for County staff.

7. **Indemnification.** The parties agree to indemnify each other as hereinafter delineated and limited:

a) Contractor agrees, to the extent permitted by law, to indemnify, and hold harmless, Washington County, Maryland, its elected officials, its agents, servants, invitees, subcontractors, and employees, from any and all claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the operation and maintenance of the medical services program conducted by Contractor, conditioned upon the express understanding of the parties that Contractor shall provide the actual services and have complete and final responsibility for the services, and as specifically limited in Section 7 hereinafter (failure to adhere to Contractor recommendation for treatment outside institution).

b) Washington County agrees, to the extent permitted by law, to indemnify, and hold harmless Contractor, its agents, servants, employees, and medical staff from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the operation and maintenance of the Facility, the custody of the inmates/detainees and all provisions for the physical security of all such Contractor personnel. It is understood that Contractor's operation and maintenance of the aforesaid program is not included within the meaning of the foregoing phrase "arising out of the operation and maintenance of the facility."

c) It is expressly agreed by the parties that Contractor at all times pursuant to this Agreement shall act and perform as an independent contractor, in providing professional services within the scope of the authority conferred herein.

d) The foregoing notwithstanding, no indemnification shall be effective as to any actions, lawsuits, claims, or liabilities (or portions thereof) arising from the imposition of punitive or other extraordinary (non-compensatory) damages.

e) Any indemnification authorized by the foregoing shall extend beyond termination of this Agreement, to include claims and/or causes of action, naming Contractor and/or Washington County, Maryland, covering a period of time in which services were rendered by Contractor or covering any act by any employee of Washington County, Maryland under its supervision and control.

f) Washington County, Maryland, in addition to the express indemnification at (b) above, agrees to indemnify Contractor, to the extent permitted by law, in the event any health care recommendation of Contractor is not followed, as more fully set forth in Section 9 below.

8. **Prison Security.** Contractor shall have no responsibility for the physical security of the Facility, or for the continuing custody of the inmates/detainees, which shall be the responsibility of Washington County, Maryland, and its correctional personnel. The County shall be entitled to take all reasonable and customary steps necessary to screen health care personnel, including appropriate background checks, in order that such personnel will not constitute a security risk to either the Facility or its inmates/detainees. If Contractor shall submit a timely written recommendation to the Sheriff or his designee for services

regarding any individual inmate/detainee or group of inmates/detainees, including, but not limited to, transfers to health care facilities, or commitments under the appropriate Mental Health Act, and if such recommendation should not be carried out by the Sheriff because of its impact upon the security of the Facility, its inmates, and personnel, or other concerns within the jurisdiction of the Sheriff or his designee, then Contractor shall thereby be indemnified and released from all responsibility with respect thereto to the extent permitted by law.

9. **Exercise of Medical Autonomy.** It is understood by the parties that, in accordance with General Conditions of the RFP and J-02 of Standards for Health Services in Jails of the National Commission on Correctional Health Care, decisions and actions regarding health care services provided to inmates are the sole responsibility of qualified health care personnel and cannot be compromised for security reasons; thus, all decisions involving the exercise of medical, mental health or dental judgment are the responsibility of Contractor.
10. **Accreditation.** Contractor agrees to take such actions as necessary to achieve the accreditation of the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), and Maryland Commission on Correctional Standards (MCCS). These actions shall include the provision of written reports, on-site reviews, preparation of forms, and applications and attendance at meetings as required by the Sheriff. The administration and staff at the Facility must cooperate fully in preparing for accreditation and in conducting such activities as required by the accreditation program. Contractor shall be responsible for all fees associated with maintaining NCCHC accreditation.
11. **Professional Liability.** The Contractor agrees to maintain professional liability insurance, in the amount of one million dollars (\$1,000,000) single limit and three million dollars (\$3,000,000) in the aggregate. In addition, Contractor will ensure that all physicians and other professional medical personnel with which it has subcontracted, actually rendering services inside the Facility to persons committed to the custody of Washington County, Maryland, will have the insurance limits outlined above. Contractor shall provide written evidence of such coverage to Washington County, Maryland upon request. Contractor's obligation under this paragraph shall not extend to persons who are neither Contractor employees, nor under contract to Contractor, or who do not themselves actually provide services within the Facility. In those cases, in which the employees are servants of Washington County, Maryland, and compensated by the County, the County itself shall be responsible for providing the professional liability (malpractice) insurance for such individuals.
12. **Sheriff's Satisfaction with Health Care Personnel.** If the Sheriff becomes dissatisfied with any health care personnel provided by Contractor pursuant to this Agreement, Contractor, in recognition of the sensitive nature of correctional services and obvious security concerns, shall, following receipt of written notice from the Sheriff expressing reasons for any such dissatisfaction, exercise its best efforts to resolve the problem. Notwithstanding the foregoing, Contractor agrees to make every effort to accommodate the Sheriff within the confines of its professional responsibility. Should removal of an independent contractor, subcontractor, or assignee become necessary, Contractor will, prior to removal, be granted reasonable time in which to find an acceptable replacement, unless delay would affect prison security.

13. **Medical Records.** Contractor agrees to maintain complete and accurate medical records for each inmate at the Facility who receives health care services during the period of this Agreement. Pre-existing medical records, as well as medical records prepared by Contractor, shall be the property of Washington County, Maryland. The Sheriff, or his designee, shall have access to all medical records during the term of this Agreement. To ensure confidentiality of the medical records, however, only those persons specifically identified in writing by the Sheriff will be afforded such access. Access by both parties to medical and non-medical records shall be further limited as follows:

a) Subject to applicable state law, the Sheriff shall provide Contractor with such non-medical information pertaining to inmates that Contractor and the Sheriff mutually agree is reasonable and necessary for Contractor to adequately perform its obligations under this Agreement.

b) Contractor will make available to the Sheriff, at his request, all records, documents, and other papers relating to the direct delivery of health care services to inmates under this Agreement. The Sheriff acknowledges that the systems, methods, procedures, written materials, and other controls employed by Contractor in the performance of its obligations under this Agreement are proprietary in nature and will remain the property of Contractor and may not, at any time, be used, distributed, copied, or otherwise utilized by the Sheriff, except in connection with the delivery of health care services under this Agreement, or as required by counsel in any lawsuit or as permitted or required by law, unless such disclosure receives the prior written approval of Contractor.

c) During the term of this Agreement and afterwards, the Sheriff shall provide Contractor at its request, with the Sheriff's records relating to the provision of health care services to inmates, as may be requested by Contractor, or as are pertinent to the investigation or defense of any claim related to Contractor conduct, or in order to prepare for litigation by Contractor or anticipated litigation brought by third parties in connection with the services rendered by Contractor pursuant to this Agreement. Consistent with applicable law, the Sheriff will make available to Contractor such records as are maintained by the Sheriff, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent the Sheriff has any claim to those records) as Contractor may reasonably request. Any such information released by the Sheriff to Contractor that the Sheriff considers confidential will be protected by Contractor and will not, except as may be required by law, be distributed to any third party without the prior written approval by the Sheriff.

14. **Reports To Be Submitted to County.** The Contractor shall submit monthly reports to designated representatives of the Facility concerning the overall operation of the Health Care program and on the specific health of the individuals committed to the custody of the Facility. The Contractor shall regularly confer with the designated representative of the Facility concerning existing health-related procedures of the Facility, any proposed changes to these procedures, or other matters the parties deem appropriate. Unless notified otherwise in writing, the designated representative for liaison with Contractor shall be the Sheriff.

15. **Inmate Population.** The compensation to which Contractor is entitled pursuant to Section 6 of this Agreement shall be based on a combined maximum of four hundred fifty (450) adult inmates/detainees committed to the custody of the Facility at any given time during the term of this Agreement. In the

event the combined number of inmates/detainees committed to the custody of the Facility shall exceed or are less than four hundred fifty (450) adults, Contractor shall be entitled to additional/reduced compensation of \$ _____ per day for each inmate/detainee in excess/less than four hundred fifty (450). Said inmate population shall be recorded on a daily basis during the afternoon. Facility count and averages are accumulated for the calendar month. Said population count shall exclude inmates outside the Institution, as detailed at Section 16 *infra*.

16. **Inmates Outside the Custody or Jurisdiction of County.** Notwithstanding anything to the contrary, the required medical services set forth above are intended to be provided solely for those adult inmates/detainees in the custody of Washington County, Maryland. Such custody includes those adult inmates/detainees who are included in the daily population count of the Facility, such as adult inmates/detainees housed in the Facility, adult inmates/detainees under guard in outside locations. Adult inmates/detainees in the custody of other police or jurisdictions are excluded from the population count and are not the responsibility of Contractor. Nevertheless, should Washington County, Maryland house inmates from the Immigration and Naturalization Service (INS), Federal Bureau of Prisons (BOP), U. S. Marshals Service, State Department of Corrections, or counties other than Washington within the Facility, medical services shall be provided and paid for by Contractor, with one hundred (100%) percent reimbursement to Contractor as set forth at Section 6(e) above.
17. **Inmate Health Care Covered by Insurance or Other Means of Reimbursement.** (i.e. workers' compensation, Medicare, VA, etc.) Contractor shall consistently seek alternative means of payment for medical services in an attempt to contain Washington County and Contractor's financial liabilities. When alternative means of payment are discovered, they shall be pursued. Any monies recovered through these efforts shall be reimbursed to the County directly. Contractor's success or failure in these efforts shall have no effect on their payments by Washington County to Contractor as outlined in Section 6 of this agreement. Contractor shall provide the County with documentation necessary to perfect any claims as set forth in Section 6(e) of this Agreement.
18. **Contractor Not Bound by Existing Contracts.** The parties acknowledge that Contractor is not bound by any existing contracts to which the County or Facility may be a party, unless specifically set forth herein. Contracts not binding on Contractor include, but are not limited to, service, supply, equipment, personnel contracts, physician services, psychological services, or dental services.
19. **Office Space.** The County shall provide, at its expense, suitable office space and adequate furnishings at the Facility, including an appropriate and equipped dental suite, for staff employed by or subcontracted by Contractor. County's obligation is satisfied by the provision of that equipment defined in the RFP and as viewed at the facility by Contractor. The County shall also provide all necessary utilities, including standard telephone equipment and local service. Contractor agrees it has inspected the Facility and medical and dental office space and facilities, and that such space and facilities are sufficient for its agents, employees, and subcontractors to perform all of the obligations required under this Agreement.
20. **Food, Linen, and Other Service.** The County shall provide food, linen, and other maintenance services to the inmates/detainees, including those inmates/detainees receiving contracted medical services. The Contractor shall be responsible for evaluating the need for and prescribing medically required special

diets. The County shall be responsible for all costs associated with the provisions of these diets. In addition, the County shall be responsible for providing all other juices, foodstuffs, and supplements necessary for Contractor to administer said services.

21. **Transportation.** The County shall provide and pay for routine, non-emergency vehicle transportation of inmates/detainees between the Facility and any medical institution within the State of Maryland, and between medical institutions, as Contractor may deem necessary and appropriate for the medical care of such inmates/detainees. Emergency ambulance transportation, including air transportation, or medevac services, for adult inmates/detainees, when deemed necessary by Contractor, will be paid by Contractor. The Contractor shall provide reasonable access for the purpose of securing permission for the ordering of such emergency transportation and such permission shall not be unreasonably withheld. The Contractor shall be liable for any emergency transportation reasonably ordered if such permission has been unreasonably withheld or access not reasonably provided. However, the County shall provide for and pay the costs of all necessary security for such transportation.

22. **Equipment Security.** The Contractor shall be responsible for any direct loss or damage to property or equipment of the County caused by their healthcare staff, normal wear and tear excluded. The County agrees to be responsible for any direct loss or damage to property or equipment of Contractor caused by County employees or inmates/detainees, normal wear and tear excluded. The Contractor shall pay for and obtain all additional medical equipment which it deems necessary for the proper delivery of health care services.

23. **Employment Status.** Nothing herein shall be deemed to create an employer/employee relationship between the County and Contractor, or between the County and any employee or subcontractor of Contractor. Instead, the parties acknowledge that Contractor is an independent contractor and not an agent, partner, or joint venturer with the County. In addition, Contractor is expressly authorized to enter into such subcontracts for the delivery of health care services as it deems necessary.

24. **Termination of Contract.** This Agreement may be terminated as otherwise provided in this Agreement or as follows:
 - a) **TERMINATION FOR DEFAULT.** If 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 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 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 Contractor, 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

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, Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

c) **ANNUAL APPROPRIATIONS AND FUNDING.** In the event that insufficient public funding shall be appropriated or available to enable Washington County to compensate Contractor under the terms thereof, or in the event the County shall fail to render payment pursuant to the terms of this Agreement, Contractor shall be entitled to suspend its performance of further services hereunder and shall not be required to furnish any further services until such funding shall be restored. If the suspension of funding shall continue for a period longer than thirty (30) days, Contractor shall be released from any duty to furnish services and shall be entirely discharged of its covenants hereunder. Should payments resume after the thirty (30) day period, Contractor may, at its sole discretion, elect to reinstate the Agreement. Washington County, Maryland can cancel this agreement if the County has had a suspension of funding for a period of longer than thirty (30) days.

25. **Notices and Communications.** Pursuant to this Agreement, all notices or other communications required or permitted to be given hereunder, or necessary or convenient in connection herewith, shall be in writing, and shall be deemed to have been duly given if mailed first class, postage prepaid, on the date posted, or if personally delivered, when delivered. In either case, such notices should be addressed as follows or to such other addresses as may be given in writing to the other party:

Major Craig Rowe, Warden
Washington County Sheriff's Office
Washington County Detention Center
500 Western Maryland Parkway
Hagerstown, Maryland 21740

26. **Final Agreement of The Parties.** This writing and any documents incorporated by reference constitute the final expression of the agreement of the parties and is intended as a complete and exclusive statement of terms, superseding all prior promises, representations, negotiations, discussions, and agreements that may have been made in connection with the subject matter hereof. No modification of this agreement shall be binding upon the parties hereto unless it is mutually agreeable, is in writing and is signed by the parties.

27. **Choice of Law.** The parties agree that this Agreement shall be interpreted in accordance with the laws of the State of Maryland and that, in the event of any dispute, venue shall lie in Washington County, Maryland.

IN WITNESS WHEREOF, the parties hereto have caused this Contract shall be executed under seal by their officers or agents thereunto duly authorized as of the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

ATTEST:

Secretary

BY: _____

Printed Name:

Title:

Address:

Approved:

WASHINGTON COUNTY SHERIFF'S DEPARTMENT

BY: _____
Brian K. Albert, Sheriff

Approved as to form and legal sufficiency:

Zachary J. Kieffer, County Attorney