

MEMORANDUM

TO: All Potential Proposers

FROM: Brian Riordan, Director
Department of Correctional Services

DATE: March 6, 2015

RE: CLARIFICATION#4
RCCP #1-2015 Comprehensive Institutional Healthcare Services

Attached is a clarification for the above referenced RCCP.

c: Rose Comas, Esq. - 1st. Deputy County Counsel
Frank Guzzo – Director/Human Services
Michael M.Yuska – Director/Division of Purchasing

Please be advised this will serve as Clarification to Request for Competitive Contract Proposal (“RCCP”) for Comprehensive Institutional Healthcare Services.
RCCP #1-2015

Due to the inclement weather conditions that occurred on Thursday, March 5, 2015, delivery issues were experienced by both major couriers.

The closing date for RCCP# 1-2015 Comprehensive Institutional Healthcare Services has been changed. The closing date is now Thursday, March 12, 2015 at 2:00 p.m.

MEMORANDUM

TO: All Potential Proposers

FROM: Brian Riordan, Director
Department of Correctional Services

DATE: March 4, 2015

RE: CLARIFICATION #3
RCCP #1-2015 Comprehensive Institutional Healthcare Services

Attached is a clarification for the above referenced RCCP.

c: Rose Comas, Esq. - 1st. Deputy County Counsel
Frank Guzzo – Director/Human Services
Michael M.Yuska – Director/Division of Purchasing

Please be advised this will serve as Clarification to Request for Competitive Contract Proposal ("RCCP") for Comprehensive Institutional Healthcare Services.
RCCP #1-2015

Please disregard any reference(s) to the provision of furnishings found in the specifications.

MEMORANDUM

TO: All Potential Proposers

FROM: Brian Riordan, Director
Department of Correctional Services

DATE: March 2, 2015

RE: CLARIFICATION
RCCP #1-2015 Comprehensive Institutional Healthcare Services

Attached is a clarification for the above referenced RCCP.

c: Rose Comas, Esq. - 1st. Deputy County Counsel
Frank Guzzo – Director/Human Services
Michael M.Yuska – Director/Division of Purchasing

CLARIFICATION:

1.4 Proposal Submittal Requirements

1.4.1 Mandatory Submission Requirements

Checklist

The following requirements shall be considered mandatory items to be submitted at the time a Proposer submits a proposal for consideration. **Failure to submit any one of the mandatory items shall be deemed a 'fatal' defect rendering the proposal non-responsive:**

1. _____ RCCP Cost Proposal Sheets Completed (18 pages) **Appendix A**
2. _____ RCCP Staffing Matrix Completed (2 pages) **Appendix B**

COST PROPOSAL SHEET MAY 1, 2015- DECEMBER 31, 2016

Salaries / Wages:

Salaries/Wages	\$	
Fringe Benefits	\$	
Employee Orientation and Recruitment	\$	
Sub-total: \$		

Professional Fees:

Sub-total: \$ _____

Outside Services:

Hospitalization	\$	
Emergency Department	\$	
Ambulance	\$	
Other	\$	
Sub-total: \$		

Outpatient Services:

Physician/Specialty	\$	
One Day Surgery	\$	
Radiology	\$	
Dialysis	\$	
Other	\$	

On-site Services:

Specialty Clinics	\$	
X-Ray and Ultrasound	\$	
Other	\$	

Pharmacy **Sub-total: \$** _____

Laboratory: **Sub-total: \$** _____

Supplies and Other: **Sub-total: \$** _____

Administrative Costs: **Sub-total: \$** _____

Administrative Costs: **Sub-total: \$** _____

Electronic Medical Records Cost		
Start-up	\$	
Software Maintenance	\$	
Sub-total: \$		

Travel: **Sub-total: \$** _____

Start-up Costs: **Sub-total: \$** _____

Other: **Sub-total: \$** _____

Management Fee: **Sub-total: \$** _____

TOTAL OPERATING BUDGET FOR 5/1/15 - 12/31/16 **\$** _____

MEMORANDUM

TO: All Potential Proposers

FROM: Brian Riordan, Director
Department of Correctional Services

DATE: February 20, 2015

RE: CLARIFICATION
RCCP #1-2015 Comprehensive Institutional Healthcare Services

Attached is a clarification for the above referenced RCCP.

c: Rose Comas, Esq. - 1st. Deputy County Counsel
Frank Guzzo – Director/Human Services
Michael M.Yuska – Director/Division of Purchasing

CLARIFICATION:

Please disregard any reference(s) to a pre-proposal conference found in the specifications,



**REQUEST FOR COMPETITIVE CONTRACT PROPOSAL
COMPREHENSIVE INSTITUTIONAL
HEALTHCARE SERVICES**

**County of Union
RCCP# 1-2015**

Refer Inquiries to:
Julia Cohen
Contract Monitor

The County of Union
Department of Corrections
15 Elizabethtown Plaza
Elizabeth, New Jersey 07207
Phone: (908)558-2238
Fax: (908)527-4275
Email: jcohen@ucnj.org

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1.0 INFORMATION FOR PROPOSERS

1.1 Purpose and Intent

The purpose of this Request for Competitive Contract Proposal (“RCCP”) is to solicit proposals from qualified healthcare organizations to provide a comprehensive medical, dental and mental health program for offenders admitted to the Ralph Oriscello Correctional Facility, (“UC Jail”) and the Juvenile Detention Center (“JDC”). The County of Union has an existing healthcare program and desires to maintain and improve its services to the offender population.

It is the intent of these specifications to secure a high quality, comprehensive and all-inclusive health care delivery system for both the adult inmates at UC Jail in Elizabeth, New Jersey and youth residents at the JDC in Linden, New Jersey.

The successful Proposer shall meet the following general requirements:

1. Provide clinically necessary medical, mental, psychiatric, and healthcare services to all inmates and residents, principally on-site, as effectively and efficiently as possible to the County of Union. All services must meet or exceed minimum standards established by the New Jersey Department of Corrections (NJDOC), New Jersey Juvenile Justice Commission (JJJ), National Commission on Correctional Health Care (NCCHC), and American Correctional Association (ACA). The Standards for Health Services in Juvenile Detention and Confinement Facilities, 1992, The New Jersey Manual of Standards for Juvenile Detention Centers NJAC -13:92, The American Correctional Association Manual of Standards for Juvenile Detention Facilities and Annual Amendments.
2. Maintain NCCHC accreditation and standards at both facility locations for the full duration of the contract and without any lapse.
3. Maintain all healthcare standards established by NJDOC (N.J.A.C. 10A:31-13 et seq.), and standards for juvenile care as mandated by JJJ’s Juvenile Manual of Standards (13:92-8.1 through 9.1), and pass all annual audits & inspections by State officials to ensure compliance.
4. Establish and carry out a written health care plan with clear objectives, policies & procedures, and on-going audits consistent with the standards of NCCHC, and N.J.S.A. 10A-31, et al.
5. Maintain complete and accurate records of all medical, dental, mental, and healthcare services. Collect, analyze and distribute health statistics on a regular basis and as needed to appropriate agency administrative personnel.
6. Operate the health care program in a humane manner with respect to the inmate/resident rights to basic health care services.
7. Maintain an open and collaborative relationship with all agency personnel and operational staff.

1.2 Background Information

The Union County Jail was built in 1989. It is located at 15 Elizabethtown Plaza in Elizabeth, New Jersey 07207. The Juvenile Detention Center, opened in 2008, is located at 1075 Edward Street, Linden, New Jersey 08036 and is a seventy-six (76) bed secure facility designed to hold its' residents in a normative and safe environment.

The rated population capacity for both UC Jail and JDC is 1338 and 76 respectively. The average daily population (ADP) for UC Jail is 760 and for the JDC it is 42.

The Medical Unit of UC Jail consists of sixteen (16) cells and twenty-five (25) beds. Twelve (12) of the sixteen cells are single units that can be double bunked if the medical inmate population is over 25. There are three (3) medical examination tables, 1 dental examination chair, a pharmacy area, file room, nursing station, and office space.

In addition to the Medical Unit there is a Medical Office in the Intake/Booking area that is utilized for the initial nurse screening for all new jail admissions upon arrival to the facility. Currently an officer's lounge is located adjacent to the infirmary. That area is slated to become part of the medical area and will be utilized for most administrative functions relative to the provision of inmate health care. A map (to scale) has been provided in Appendix A. The Proposer will be required to provide the necessary furnishings for the area and should submit that cost as part of this proposal.

The Medical Unit of the JDC consists of a treatment room, a doctor's office, and a nurses' office.

County of Union intends to award a thirty-two (32) month contract for the period of May 1, 2015 thru December 31, 2017 with an option for the County to extend for twenty-four (24) months from January 1, 2018 to December 31, 2019.

1.3 Qualifications of Proposer

1. The Proposer should have substantial experience as an on-site primary contractor in the delivery and management of comprehensive institutional healthcare services in a correctional setting of 800 beds or larger and a juvenile facility.

2. The Proposer should have key (e.g. Medical Director, Health Services Administrator ("HSA"), & Director of Nursing ("DON")) on-site staff with substantial experience in large scale delivery & management of a correctional healthcare system. The experience must include a thorough knowledge of adult and juvenile corrections facility operations. It is understood that the Proposer may not have staff available at the time of the submission of their proposal. Therefore, the Proposer shall submit the job description that they utilize for the positions of Medical Director, HSA, and DON.

3. The Proposer must demonstrate satisfactory recruiting capabilities in attracting qualified clinical candidates and retaining them for on-site positions.

4. The Proposer must demonstrate that it has the central or corporate office capability to supervise and monitor the comprehensive healthcare services program and on-site staff to ensure satisfactory service delivery.

5. The Proposer must have a proven ability for contract start-up within 30 days of contract award, using a proven system of recruiting staff and adequate central office support staff capable of competently supervising and monitoring the operations of medical services within the UC Jail. All employees of the contractor must maintain all licenses and mandated continuing education certificates for the position held.

1.4 Proposal Submittal Requirements

1.4.1 Mandatory Submission Requirements

Business Registration Certificate

The recently enacted P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of this RCCP.

If subcontractors are named in the proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of this RCCP.

Proof of business registration shall be:

A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or

A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/taxreg.htm Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730. Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the proposal is considered a **MANDATORY REJECTION** of proposals (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction RCCPs.

IN ADDITION:

Contractor shall provide written notice to **all subcontractors and suppliers** not specifically named on the proposal of the responsibility to submit proof of business registration to Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on this Contract is made by the contracting agency, Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of this Contract, or shall attest that no subcontractors were used.

For the term of this Contract, Contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Checklist

The following requirements shall be considered mandatory items to be submitted at the time a Proposer submits a proposal for consideration. **Failure to submit any one of the mandatory items shall be deemed a 'fatal' defect rendering the proposal non-responsive:**

1. _____ RCCP Cost Proposal Sheets Completed (18 pages) **Appendix B**
2. _____ RCCP Staffing Matrix Completed (2 pages) **Appendix C**

Attachment 1 - Forms

1. _____ RCCP Document Submission Checklist
2. _____ Acknowledgement of Receipt of Addenda (if addenda(um) received)
3. _____ Proposer Signature Page (fill out completely)
4. _____ State of New Jersey Business Registration Certificate
5. _____ Stockholder Disclosure Certification (2 pages – filled out completely)
6. _____ Non-Collusion Affidavit (fill out completely)
7. _____ Affirmative Action Requirement
8. _____ Americans with Disabilities Act form
9. _____ List of Subcontractors (if any)
10. _____ Disclosure of Investment Activities in Iran

1.4.2 The proposal must demonstrate the Proposer's willingness and ability to comply with the terms of this procurement and any attachments hereto.

1.4.3 The proposal must be clear, concise, organized and responsive to the specifications. The Proposer should avoid elaborate artwork and graphics, bulky volumes or any other artifice that does not directly affect the contents of the proposal.

1.4.4 The proposal must include a certified copy of the Proposer's financial report (10-K), including that of any affiliated companies, or an audited financial statement for the past three (3) years.

1.4.5 The proposal must include a company history, current corporate structure and resumes of the following executive positions, including any relevant executive positions of affiliated companies:

1. Chief Executive and Chief Operating Officer
2. Vice President and/or Regional Manager with direct responsibility for contractual oversight
3. Corporate Medical Director and Regional Medical Director with direct clinical oversight of the site Medical Director
4. Corporate Information Technology (IT) Director (full-time) responsible for the development, management, and maintenance of an Electronic Medical Record (EMR) system, its' network, and required interfaces.
5. Site Medical Director (Exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County). Please provide a copy of the job description utilized.
6. Utilization Manager/Case Manager/UM contractor assigned to the site
7. Site Health Service Administrator (H.S.A) and Director of Nursing (DON). Exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County. Please provide a copy of the job description utilized.

1.4.6 The proposal must include the following contractual and legal action history for the past five (5) years, including history of the affiliated companies.

1. List and explain in detail all contracts that have been terminated or cancelled prior to contract expiration, and include the reason for each.
2. List and explain in detail all litigation claims for payments not made for off-site hospital care, whether open, closed and/or settled.
3. List and explain in detail all lawsuits involving inmates, employees, government agencies, & shareholders/owners, including purpose of action and disposition.

1.5 Proposal Submission Process

1. Proposers must submit one (1) original and three (3) copies together with a PDF on a CD or jump drive of their Technical Proposal in a sealed package, clearly marked Technical Proposal. Proposers must submit one (1) original and 3 copies together with

a PDF on a CD or jump drive of their Cost Proposal in a sealed package, clearly marked Cost Proposal.

2. All proposers are required to use the detailed Cost Proposal Sheet and Cost Proposal Worksheets attached to these specifications to propose the annual management fee and pass-through budget costs.

3. All pages must be numbered and a table of contents included for each section. Whenever applicable, use numbering and section headings that correspond with this RCCP's Table of Contents.

4. Proposers shall respond to this RCCP with a separate Technical Proposal and Cost Proposal. The inclusion of any Cost Proposal information in the Technical Proposal shall make the proposal non-responsive.

5. Sealed proposals shall be received by the Director of the Division of Purchasing or his designee on or before March 10, 2015 at 2:30 p.m. EDT. Proposers must submit their response to this RCCP in a sealed envelope clearly marked on the outside:

**Comprehensive Institutional Healthcare Services
RCCP: #1-2015**

This designation must also appear on the outside of any express mail company envelopes/package if sent by express mail. Proposals must be hand delivered, or sent by certified mail or express mail to reach the Division of Purchasing by the aforementioned date and time of the opening of the proposals.

6. Proposals shall be addressed to:

**The County of Union
Division of Purchasing
Union County Admin. Building, 3rd Floor
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207**

No proposal will be accepted after 2:30 p.m. on March 10, 2015.

7. It is the responsibility of the Proposer to examine the entire RCCP, to seek clarification in writing, and to review their proposal for accuracy before submitting the proposal. The County of Union reserves the right to request clarification of information submitted and to request additional information from one or more of the proposers, either orally or in writing.

1.6 Communications Regarding the RCCP

1. Upon release of this RCCP, all proposer communication regarding this procurement must be submitted in writing, either by mail, fax or email to the attention of Ms. Julia Cohen, Contract Monitor at any of the following addresses:

**The County of Union
Department of Corrections
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207
RE: RCCP #1-2015
or
Fax: (908) 527-4275
or
jcohen@ucnj.org**

2. Only written responses to written communication shall be considered official and binding upon the County. Any oral communication shall be considered unofficial and non-binding on the County. Unauthorized contact regarding the RCCP with other County employees may result in disqualification.

3. A written response to all questions received and questions presented at the pre-proposal conference will be sent by certified facsimile or email to all proposers who received the RCCP specifications.

1.7 Proposal Revision (s), Addendum, and/or Cancellation

The County of Union reserves the right to amend this RCCP in writing at any time. The County also reserves the right to cancel or reissue the RCCP at its sole discretion.

1.8 Right of Rejection/Disclosure of Proposal Contents

1. The County of Union reserves the right, at its sole discretion, to waive variances in the proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RCCP requirements or excuse the Proposer from full compliance with the RCCP. Notwithstanding any minor variance, the County may hold the Proposer to strict compliance with the RCCP.

2. All proposals and other materials submitted in response to this RCCP procurement process become the property of the County of Union. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process but may be subject to disclosure pursuant to the Open Public Meetings or Open Public Records Acts.

1.9 Proposer Requirements and References

1. To be considered for award of this contract, proposers must demonstrate their ability to meet the following requirements:

- a) *Have adequate financial resources;*
- b) *Certify that the Proposer is engaged in a full-time business operation for this type of service and has been in business for a minimum of three (3) years;*
- c) *Have a satisfactory record of performance, integrity, and ethics.*

2. Proposers shall submit with their proposal, the name, address, and telephone number of the agencies for whom the Proposer has provided the services described in this RCCP in the past, or with which it is under contract with for such services presently and the names of agency representatives who may be contacted for a reference and performance history.

3. Once proposals are received and opened, each proposer maybe required to provide a demonstration of their proposed EMR system and software functionality.

1.10 Evaluation of Proposals

A contract will be awarded to the proposer who, in the sole judgment of the County, provides the level of services and cost effectiveness determined to best meet the needs of the County of Union. The right is reserved to reject any or all proposals if it is deemed to be in the best interest of the County of Union. Weighting will be announced prior to the opening of proposals. While the County is always interested in saving tax dollars whenever possible, this interest must be weighed against the requirements of a satisfactory healthcare program. Therefore, the reasonableness for cost will be reviewed not only for savings, but also for the probability that the proposed cost will foster a stable and high quality program. The County reserves the right to ask proposers to clarify proposals and contact others with regard to proposer qualifications, capabilities and past/current performance.

The following criteria shall be applied in determining the Successful Proposer. The County reserves the right to weigh the evaluation criteria as the County, in its sole discretion and in accordance with the law, shall determine to be in the best interests of the County.

- A. The reasonableness of the costs proposed
 - The contract price in consideration of the services being proposed
 - Evaluation of proposed underlying costs as detailed on the worksheets
- B. The Proposer's general approach and plans in meeting the requirements of this RCCP
 - Claims and/or commitments made
 - Performing in accordance with the terms and conditions of the contract and the terms and conditions set forth in this RCCP
 - Demonstrated knowledge of applicable law, regulations, and standards governing the provision of medical services in a correctional and juvenile setting
 - The reliability of the approach proposed

- C. The Proposer's documented experience in successfully performing services of a similar size and scope to those required by this RCCP
- D. The overall ability of the Proposer to mobilize, undertake, and successfully and timely perform in accordance with terms and requirements of the contract
 - The qualifications, number, and availability of the Proposer's management, supervisory, and other key staff to be assigned in large scale delivery and management of a correctional healthcare system
 - The financial strength of the Proposer, including the Proposer's ability to perform as proposed and as required by the RCCP and the contract
- E. The proposer's conformance with the requirements of this RCCP
 - The completeness of the data provided

1.11 Proposal Preparation Cost

The County of Union accepts no responsibility for any proposer expenses, including travel incurred while preparing and responding to this proposal. Any and all related expenses shall be borne exclusively by the Proposer.

2.0 GENERAL CONTRACT INFORMATION

2.1 Independent Contractor Status

The successful proposer ("Provider") and its employees, contractors, subcontractors, agents, and representatives, for all purposes arising out of the contract, are independent contractors and not employees of the County of Union. It is expressly understood and agreed that the Provider and its employees, contractors, subcontractors, agents, and representatives shall in no event as a result of this contract be entitled to any benefit to which County of Union employees are entitled.

2.2 Insurance / Indemnification

2.2.1. Insurance

The Provider shall provide to the County of Union the appropriate Certificates of Insurance as evidence of said policy requirements upon execution of this agreement.

- A. The Provider shall be required to have professional liability primary insurance coverage with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The professional liability policy must cover the firm, its employees and subcontractors. In addition, the policy must name the County of Union, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees, on a primary and non-contributory basis. If the Provider's policy coverage is provided on a "claims made" basis, then the Provider shall provide coverage for a "tail" period of three years following expiration or termination of the contract with the County. All 'tail' costs shall be included in the yearly budget as a line item in insurance. The County shall not make 'tail' payments after the conclusion of the contract.

If the Provider uses subcontractors who are contractually responsible for their own professional liability insurance, such policies shall meet the minimum

requirements as described above with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The subcontractor's professional liability policy must cover the firm, its employees and subcontractors. In addition, the policy must name the County of Union, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees, on a primary and non-contributory basis. The Provider shall provide the County of Union with copies of proof of the subcontractor's professional liability coverage. The County will not be financially responsible for any professional liability insurance associated with subcontractors. Subcontractor insurance policies will not be invoiced to the County as a pass-through.

- B. The Provider and its subcontractors will be required to have automobile liability insurance in an amount of not less than \$1,000,000.00 combined single primary limit for claims arising from bodily injury and property damage liability caused by vehicles used for this contract. The Provider and all subcontractors' automobile liability policy(s) must cover the firm, its employees and subcontractors. In addition, the policy must name the County of Union, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees, as additional insured, on a primary and non-contributory basis. The Provider shall provide the County of Union with copies of proof of the subcontractor's automobile liability coverage.
- C. The Provider shall be required to provide Workers' Compensation coverage in the minimum amounts required by New Jersey Law. Other than the cost of workers' compensation coverage apportioned to this contract, the County shall not incur any costs associated with workers' compensation including claims, lost time, settlements, attorney fees, modified duty or litigation or travel.
- D. The Provider and all subcontractors shall be required to have general liability primary insurance coverage in the comprehensive general liability form including blanket coverage with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The general liability policy(s) must cover the firm, its employees and subcontractors. In addition, the policy must name the County of Union, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees as additional insured's, on a primary and non-contributory basis. The Provider shall provide the County of Union with copies of proof of the subcontractor's general liability coverage.
- E. The Provider will be required to have an excess or umbrella policy with minimum limits of \$2,000,000 per occurrence, which provides coverage over the professional liability, comprehensive general liability, automobile liability and Workers' Compensation coverage. The excess or umbrella coverage must cover the firm, its employees and subcontractors. In addition, the policy must name the County of Union, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees on a primary and non-contributory basis.

The Provider and all subcontractors will be required to provide certificates of insurance for all required policies before commencing work on the contract. The required policies must be in effect from the first day of the contract (including onsite start-up activities) and run continuously throughout the term of the contract and during any renewal or extension periods. The three year "tail" period of the professional liability coverage must be verified by the insurer. The Provider and all subcontractors, and/or their insurers shall be required to provide the County within thirty (30) days written notice of any cancellation or non-renewal of a policy or substantive change in policy coverage. The County, in its sole discretion, may cancel the contract in the event such notification is not provided or a required insurance coverage is not provided.

For all liability insurance coverage, the Provider and all subcontractors will immediately notify their insurance carrier(s), in writing, of their request to add the County of Union as an additional insured, on a primary and non-contributory basis, and provide the County with a copy of this request.

2.2.2. Indemnification

To the fullest extent permitted by law, the Provider shall indemnify and hold harmless the County of Union and all of their agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of, resulting from or alleged to arise out of or result from the performance of the Provider's or any of its subcontractors' work under this contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, regardless of whether or not such a claim, damage, loss or expense is caused by or alleged to be caused in whole or in part by the County of Union. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

2.3 Warranties

The submission of a response to the RCCP specifications shall constitute a warranty that:

1. The Proposer has carefully and thoroughly reviewed the specifications and has found them complete, free from ambiguities, and sufficient to describe the contract work.
2. The Proposer and employees they intend to use in the performance of this contract are skilled and experienced in the type of work or services called for by the specifications.
3. Neither the Proposer nor any of its employees, agents, suppliers, or subcontractors has relied on any verbal representations from the County of

Union or any of its employees or agents in assembling the proposal or price proposed.

4. Their proposal is based solely on the RCCP specifications including properly issued written addenda, if any, and not upon any other written or oral representation.

2.4 Force Majeure

Neither party shall be liable to the other for failure to perform its obligations under this contract due to fire, flood, strike, or other industrial disturbance, accidents, war, riot, insurrection, acts of terrorism, other causes beyond the control of the parties.

2.5 Compliance with Laws/Procurement of Permits & Licenses

The Provider shall be required to comply with all federal, state, county and local laws, rules and regulations applicable to the provision of its service. The Provider will procure, at its expense, all licenses, authorizations, approvals, agreements, permits, taxes and fees necessary to the fulfillment of its obligations under the terms of the Contract.

The Provider shall secure and pay for all federal, state, and local licenses, permits, taxes, and fees required for the operation of the correction officer scheduling program.

2.6 Cost Plus Management Fee Contract

The contract between the County and Provider will be a Cost Plus Management Fee contract. The Proposer shall propose a management or administrative fee which shall include all corporate and regional program support, including all programs, policies, information technology, reporting, recruitment, supervision etc. as determined necessary. Additionally, the management fee shall include all Utilization Management (UM) systems, case management and personnel. UM includes, but not limited to service providers (e.g. hospitals, physicians, specialists etc.) discount negotiating/contracting, claims processing & payment, and real time data access from internal/remote locations.

The County will not process any direct provider payments or pay for said service as an additional cost. **The Proposer must clearly include in the proposal what services are included as part of the Management Fee.**

All provider costs directly associated with operation shall be known as the “pass-through” costs. These pass-through costs are those services provided directly by the Provider and those services subcontracted out to various other healthcare providers (e.g. hospitals, physicians, specialists, pharmaceutical company, etc.). All pass-through costs shall be reimbursed to the Provider on a monthly basis. The Provider shall provide full disclosure of all costs and see that all accounting practices are consistent with Generally Accepted Accounting Practices (GAAP).

2.7 Contract Period and Pricing

This contract shall commence on May 1, 2015 and continue through December 31, 2017 [thirty-two (32)]. Each proposer shall propose an annual management or administrative fee price, and separate anticipated “pass-through” cost/budget for the term (5/1/15 - 12/31/16) on the attached **Cost Proposal Sheet**. **Proposers are required to utilize this Cost Proposal Sheet in preparing their first year fee/budget.** Worksheets include ‘Other’ categories to allow inclusion of any and all costs you intend to pass-through to the County as part of your Operational Budget. The all-inclusive price/cost shall cover all comprehensive inmate and resident healthcare performed on and off-site according to these specifications. The management fee pricing for the term (January 1, 2017 - December 31, 2017) shall be the pricing of the year 2016, less all expenses identified as start-up.

The contract may be extended at the option of the County of Union for a 24 month period, (January 1, 2018 thru December 31, 2019).

If the option is exercised, then the management fee pricing for the term (January 1, 2018 thru December 31, 2019) shall be based upon the price of the previous year (January 1, 2017 - December 31, 2017) plus/minus an adjustment equal to the change in the index rate from the end of September 2016 to the end of September 2017 pursuant to N.J.S.A. 40A:11-15.

The “index rate” means the rate of annual percentage increase or decrease, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis (N.J.S.A. 40A:11-2). For further information please go to www.state.nj.us/dca/lgs/lpcl/contractlawinfo .

The Provider shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County of Union. This RCCP and the successful Provider’s proposal shall be incorporated into the final contract.

2.8 Proposer Invoicing & Payment

The Provider shall invoice the County in equal monthly installments and submit same within thirty (30) days for services rendered during the prior month. The invoice shall include two separate line items covering: (1) the base monthly management fee and (2) actual pass-through costs.

Upon receipt of the invoice and verification of services rendered, the County shall pay same within thirty (30) days. The County will require detailed supporting documentation to each monthly invoice to be coordinated with the Provider.

2.9 Fines / Penalties / Liquidated Damages

The Provider may be assessed fines or other penalties as specified below for failing to meet contract requirements, including but not limited to maintaining proper accreditation status, staffing shortages, salary/wage variances, untimely payment of off-site care cost and medication administration etc. Any and all fines and penalties shall be deducted from the Provider's monthly management fee.

In the event the Provider fails to properly maintain NCCHC accreditation at UC Jail or the JDC, liquidated damages in the amount of \$100,000 will be assessed. Further, the County reserves the right to terminate the contract for cause.

All staffing positions noted on the attached matrix with a single (*) or double (**) asterisk are required to be backfilled accordingly. If noted positions are not continually backfilled, then the Provider may be penalized accordingly. The Provider may also be penalized for those positions not requiring backfill but remain vacant. Those Vacant positions unfilled in excess of twenty-one (21) non-consecutive calendar days may result in a penalty of \$600 per day for providers (Physicians, Physician Assistants, Nurse Practitioners, Psychiatrist) and \$250 per day for all other staff.

The County will not tolerate an off-site bill paying system that routinely engages in payment delay activities. It is absolutely essential that the Provider exercise prudent business practices with the timely payment of all off-site care rendered. In the event a trend or pattern of untimely payments is identified (as defined by ten or more instances within a given month in which an invoice for off-site services is not paid within 90-days of the date of service), the County will fine the Provider \$100 per day for each invoice that remains unpaid past the 90-days from the date of service. Additionally, the County may terminate the contract for cause as a result of same.

In the event that the Provider fails to properly and timely record medication administration and/or pre-pours medications, then the Provider shall be fined \$500 per audit finding.

1. Liquidated Damages:

a. The Provider may be assessed liquidated damages for failing to meet other contract requirements, including but not limited to maintaining proper staffing, staffing shortages, inability to maintain proper mental health requirements, improper medication administration, etc.

b. The Provider is expected to manage a quality healthcare delivery system. To that end, the County shall endeavor to assist the Provider through various means including feedback, communications and the various committees and monitoring procedures. The emphasis of these efforts shall be to improve and maintain at acceptable levels the overall delivery of healthcare within the UC Jail as well as to ensure contractual fulfillment of all tenants of the agreement. Non-compliant items will be presented to the Provider for corrective action with reasonable time periods allowed for completing corrective action. It is expected that the

Provider will correct all discrepancies to the satisfaction of the County within allotted time frames. The Provider shall be encouraged to utilize County monitoring feedback as an important part of their overall Quality Improvement Program.

c. It is expected that the Provider will monitor and ensure that corrective action(s) remain in effect to prevent recurrences. To this end, the County has established adjustments in the form of liquidated damages as shown in the following schedule. This monetary adjustment shall not be construed as a penalty but rather as the agreed-upon measure of damages for such loss to the County. Whenever possible, adjustments shall be made on a monthly basis for damages incurred the previous month.

d. Unless specified otherwise below, the County and the Provider agree that upon notice to correct area(s) of contractual noncompliance, failure on the part of the Provider to do so within the four (4) days (from date of notice) shall be cause for the County to assess liquidated damages as identified in the following "Schedule for Liquidated Damages:"

e. The following areas will have a more stringent measure of contractual compliance and assessment of liquidated damages, and will not be bound to section d. above:

- i. Medications must be delivered to inmates as scheduled: If the Provider fails to conduct a scheduled "med pass" to an entire inmate housing section two (2) times in any one month period, the County shall assess the liquidated damages identified below for the 2nd missed med pass and any other subsequent missed med pass during the month. The schedule must be the County/ Provider agreed upon schedule, and the failure cannot be the result of Custody delaying medication delivery.
- ii. Clinical Staff Position backfill: If the Provider fails to backfill any clinical staff position (MD, NP, RN, LPN, Psychiatrist, and Social Worker) after four (4) days' absence, the County shall assess liquidated damages as identified in the below schedule.
- iii. In the event the Provider fails to properly provide appropriate mental health coverage for Friday afternoons and evenings, liquidated damages in the amount of \$1,000 shall be assessed per incident.

f. In the event the Provider anticipates or does experience an inability to comply with contractual requirements, it shall be incumbent upon the Provider to immediately notify the on-duty Tour Commander; in order to consider "mitigating" circumstances in the event of any occurrences of contractual noncompliance. In any occurrence, the Provider must submit reports explaining all the circumstances including dates and times of occurrences, names and numbers of affected inmates, names, dates and times of Tour Commanders notified with (any) corrective and dates and times matters were reconciled/corrected.

Schedule for Liquidated Damages	
Compliance Requirement	Liquidated Damage
Admissions screening (per specifications)	\$100 per occurrence (per inmate)
Comprehensive screening (physical exam by MD or per specifications)	\$150 per occurrence (per inmate) per day
Inmates with chronic illness assigned to and maintained through appropriate chronic care clinic per specifications	\$100 per occurrence
Failure to make notifications to the Tour Commander when any inmate has been admitted to a health care facility (15 minutes)	\$2,500 per occurrence
Identify & report inmates in need of isolation as warranted based on information available	\$1,000 per occurrence
Medications delivered on schedule	\$100 per occurrence (per inmate)
Fails to properly and timely record medication administration and/or pre-pours medications	\$500 per audit finding
Inquiries from County responded to per specifications – Inmate Complaints/Grievance within allotted time frame(s)	\$100 per occurrence (per occurrence)
Sick call provided per specifications (“nurse” or “provider”)	\$100 per occurrence (per inmate) per day
Specialty care arranged per specification	\$100 per occurrence
Maintain records per specifications, DOC and NCCHC standards	\$300 per record
Sharps (e.g., needles) inventoried & accounted for per UCJ procedures	\$100 per occurrence
Narcotics inventoried and accounted for per UCJ procedures	\$500 per occurrence
Provide RN coverage 24 hrs. day	\$1,000 per occurrence per 8 Hr. shift
Provide Dentist, Oral Surg, Opthal. coverage as specified	\$750 per occurrence
Provide Pharmacy Tech, Substance Abuse Counselor as specified	\$500 per occurrence
Maintain NCCHC accreditation (as specified & once obtained)	\$100,000 per occurrence

Dispense medications at time of discharge (per specifications)	\$100 per occurrence
Passing of DOC inspection (i.e., compliance with all NJ DOC medical standards)	\$100,000 per occurrence
Provide MD / Psychiatrist coverage as specified	\$2,500 per occurrence per 8 hr. shift
Provide NP/PA coverage as specified	\$1,500 per occurrence per 8 hr. shift
Provide HSA Coverage as specified	\$1,200 per occurrence per 8 hr. shift
Provide LPN / Social worker coverage as specified	\$750 per occurrence per 8 hr. shift
Off-site medical services determined by Medical Billing staff as unnecessary. A peer review shall resolve all disputes.	Cost of the Service. The Provider shall be responsible of any costs associated with a peer review if the peer review sustains the review
Provider fails to notify Medical Billing staff (as specified)	\$1,500 per occurrence

2.10 Third Party Reimbursement

The Provider shall seek any applicable third party reimbursements for health care services provided to inmates. The Provider shall return to the County any payments received without deductions or cost. The Provider will also be required to assist the County in documenting reimbursable charges for our per diem inmates.

As the provisions of the Federal Patient Protection and Affordable Care Act (ACA) are intended to expand health coverage, contain rising health care costs, and improve health care delivery systems, the Provider shall cross reference the provisions of this Act. It is the medical Provider's responsibility to enroll inmates in the Medicaid program or enroll the inmate through the Health Marketplace when Medicaid is ineligible. The medical provider will be required to retain records of inmate's enrollment in case an inmate requires off-site medical care.

It is specifically required that the Proposer provide an explanation of its experience in enrolling inmates into the Medicaid system and provide documentation as to how that will be accomplished in Union County. It should be understood that the State of New Jersey is a "Medicaid Expansion" State and that the Governor has signed off and approved of participating in this aspect of the ACA. Therefore, it is apparent that, given the new eligibility criteria for Medicaid, virtually all of the inmate population within the UC Jail will be eligible for Medicaid. Please provide a comprehensive discussion as to the Proposer's experience in other County Jails or State Prisons as to the success of establishing systems for the enrollment of inmates in Medicaid as well as setting up systems to ensure that the cost of care for those inmates who require care over 24 hours in a medical facility is paid for by Medicaid.

2.11 Off-Site / Specialist / Subcontractor Payments

Prompt payment of all invoices is a requirement of this RCCP. It is imperative that the community's perception of the UC Jail, the JDC, and the County of Union associated with the highest level of integrity in payment of all proper invoices, particularly for care provided in the local community. **All Proposers will submit at a minimum two letters of confirmation/validation from hospitals with whom your company regularly does business, indicating the average length of time from date of services provided to payment.** Each letter will also indicate an approximate annual amount of revenue associated with your contract or affiliation and signed by a Vice President or equivalent ranking. The letters should be from local (Union County) hospitals if your company has previously done business in Union County. If your company has not done business locally with Union County Hospitals in the past, submit the letters of confirmation from New Jersey hospitals, or thirdly, bordering state hospitals.

2.12 Contract Monitor / Medical Monitor

The Contract Monitor will ensure compliance with the contract, and that staffing and hour requirements are being properly maintained. The Provider shall work closely with the Contract Monitor, including providing reports, clinical and statistical information as required/requested and with timely response to all inquiries.

The Medical Monitor shall work with the Provider on certain health and safety issues. The Provider shall work closely with the Medical Monitor including providing relevant, necessary information as determined by the County.

2.13 Termination of Contract

A. Termination for No Cause:

This contract may be terminated without cause by the County of Union or by Provider upon 120 days' written notice. All such notices sent to either party shall be binding. In no event, however, shall Contractor be paid for loss of anticipated profits or consequential damages.

B. Termination for Cause:

The County of Union may, by written notice of default to the Provider, and without prejudice to any other right or remedy, terminate this Contract under any one of the following circumstances if the Provider does not cure such default within a period of ten (10) days (or such longer periods as the County of Union may authorize in writing) after providing notice to Provider specifying such failure:

- a) If the Provider repeatedly fails to supply sufficient skilled workers, or suitable materials or equipment, payments to off-site care providers or for labor, materials or equipment;
- b) If the Provider disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work;

- c) If the Provider otherwise violates any provision of the contract documents or fails to perform any of the other provisions of this Contract;
- d) If the Provider is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Provider or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws,

In such instances the County, without prejudice to any other right or remedy, and except in an emergency, after giving the Provider a minimum of seven (7) days from delivery of a written notice, may declare the Provider in default, take possession of the services and appoint or enter into contract with another provider.

This Contract shall be subject to annual appropriation of funds by County of Union. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Contract, then the County of Union shall be entitled to immediately terminate this Contract without penalty or liability.

In no event, shall the Provider be paid for loss of anticipated profits or consequential damages.

2.14 Alternate Dispute Resolution (Non-Binding Mediation)

If, during the course of the Agreement, a dispute between the County and the Provider arises, the parties will participate, in good faith, in non-binding mediation. Mediation is intended to be an informal process for resolving disputes between the Provider and County. Both parties shall act in good faith and exercises their best efforts to achieve a reasonable settlement of disputes. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for the purpose of mediation. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present to the parties a list of at least five proposed mediators, along with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth or lower ranked person on each party's list shall be excluded from further consideration. Each party shall assign a score of "4" to their first choice, "3" to their second choice, "2" to their third choice and "1" to their remaining fourth choice. The parties score for each person shall then be added together. The person with the highest combined score shall be the chosen mediator. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient

manner as may be agreed between the parties and the mediator or, lacking such agreement, as may be determined by the mediator.

Each party will bear its own costs of participation in mediation, and they will each pay one-half the costs of the mediator. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved; either party may terminate the mediation by written notice to the mediator and the other party. In that event, either party may submit the dispute to the Superior Court of New Jersey, Union County, for adjudication, which Court shall have exclusive original jurisdiction of the dispute

2.15 County Of Union Recovery

In the event the County of Union is required to undertake any legal action to enforce its rights and remedies under this Contract, the County of Union shall be entitled to recover reasonable attorneys' fees and costs in the event the County of Union prevails against Provider.

2.16 Rights and Remedies

The rights and remedies of the County of Union shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.17 Employee Information and Requirements

1. All employees who will work for the Provider or subcontractor must successfully pass a background clearance check, a cost that is assumed by the County, and be approved by the Jail Director. The Provider shall allow at least seven (7) days to process the background check.
2. Employees with a criminal record shall not enter UC Jail or the JDC. Failure to comply with this stipulation after the award of the contract shall be considered a breach of contract.
3. The Jail Director shall have the sole right, at any time, to reject any such employee who, in the Jail Director's judgment poses a risk or potential risk to the security or operations of UC Jail or the JDC.
4. All employees must comply with UC Jail's written policies and procedures related to facility security and must complete the New Employee Orientation Program (2 days) before hire or within the first sixty (60) days of employment.
5. The Provider shall be fully responsible to the County of Union for all work performed pursuant to the contract by the Provider's employees, subcontractors, or others who may be retained by the Provider with the approval of the County of Union.

6. The Provider shall be required to conform to the Labor and Employment Laws of the State of New Jersey and the various acts amendatory and supplementary thereto and in accordance with the New Jersey Department of Labor and Workforce Development prevailing wage rate determination. The rates of wages for all laborers employed by the Provider shall not be less than the prevailing rate so established for work performed under the terms of the contract.

7. The Provider shall comply with the Drug-Free Workplace Act, 41 SCA § 701.

2.18 Security

The Provider shall comply with all facility security requirements, rules and regulations, policies and procedures, as well as well as any directives and/or orders of the Jail Director.

The Provider warrants and represents that its employees have successfully completed pre-employment health and drug screening examination at the Provider's sole expense. The County of Union reserves the right to have contract employees submit to photographing and fingerprinting at the expense of the Jail Director.

The Jail Director shall issue a photo identification card and require it to be worn by the Provider's employees whenever they are present at the Jail. The Provider shall return all identification cards to the County of Union within one (1) day for staff no longer on-site or for staff removed from the premises at the request of the Jail Director. Employees not previously screened for admittance will not be admitted to the jail without authorization from the Jail Director.

All on-site staff, including subcontracted staff, shall have security background checks performed by the County prior to clearance into either facility. The Proposer shall provide a copy of their procedures and companies used, if any, to perform security checks.

All on-site staff, including full-time, part-time, medical staff and subcontractors shall be required to complete an institutional security orientation (approximately 4 hours in duration) provided by UC Jail prior to starting/providing any service at no cost to the County of Union. The Regional Manager/Regional Vice President shall also be required to complete said orientation prior to start-up. The start-up lead (in addition to Regional Manager/Vice President) on the Start-up team will also receive security orientation prior to start-up. Specialists or subcontractors providing limited on-site service hours will still be required to complete an abbreviated orientation, on a case-by-case basis. Any existing staff who have already received the orientation required, herein, and are selected by the successful Proposer to continue their employment at the UC Jail or JDC will not be required to repeat the four (4) hours of orientation, unless specifically required by the Jail Director.

All on-site staff, including subcontractor staff shall be subject to periodic and/or unscheduled background checks, security checks, and vehicles/property searches throughout the contract period.

The County shall have the right of refusal of any new staff as well as request replacement (immediate removal) of any existing staff based upon the above security checks. The Provider shall maintain personnel files on all staff, including any subcontractors providing service on-site. The files shall be maintained on-site. Documentation of licenses and orientation maintained in the files shall be accessible to the Jail Director or his designee.

All regular full-time and part-time staff on-site shall be screened for illegal substances upon request of the Jail Director and according to the County of Union's reasonable cause testing policy, at the County's expense. Any positive results will require immediate and permanent removal from the County worksite. The Provider will be responsible for backfill to ensure no lapse in coverage occurs.

All on-site staff, including subcontractor staff, shall properly maintain and secure all instruments, equipment and space within the facilities at all times according to the County's policies and procedures. Missing equipment shall be reported to the Contract Monitor. Missing equipment, supplies, or medications that could pose an immediate security or health risk will be reported to the Shift Commander immediately with no delay. The matter will be investigated after the notification to the Shift Commander.

All Provider and subcontracted staff shall not issue any press or media releases without the expressed written consent and approval of the Jail Director.

2.19 Non-Discrimination

The parties to this Contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereto are hereby made a part of this Contract and are binding on them. The Provider agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this RCCP because of color, race, creed, religion, national origin or ancestry.

2.20 Affirmative Action Requirement

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General requirements of P.L. 1975, c. 127. You are hereby put on notice that:

Procurement, Professional & Service Contracts; the successful Proposers shall submit, within seven (7) days of the notification of award but prior to the execution of a contract, one of the following:

1. A photocopy of your Federal Letter of Affirmative Action Plan Approval.
2. A photocopy of your Certificate of Employee Information Report.

3. A completed Affirmative Action Employee Information Report (AA302).

If the successful Proposer does not submit the affirmative action document within the seven (7) days of notification of award, the County of Union will declare the Proposer as being non-responsive and award the Contract to the next lowest Proposer.

(REVISED 10/08)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

2.21 Americans With Disabilities Act Of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Proposers are required to read the Americans with Disabilities language that is part of the documents attached hereto in Attachment 1 and agree that the provisions of Title II of the Act are made part of the Contract. Contractor is obligated to comply with the Act and hold the County harmless.

2.22 Business Registration Certificate

The recently enacted P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of this RCCP.

If subcontractors are named in the proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of this RCCP.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/taxreg.htm . Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the proposal is considered a **MANDATORY REJECTION** of proposals (**A NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction RCCPs.

IN ADDITION:

Contractor shall provide written notice to all subcontractors and suppliers not specifically named on the proposal of the responsibility to submit proof of business registration to Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on this Contract is made by the contracting agency, Contractor shall submit an accurate list and the proof of business registration of each subcontractor

or supplier used in the fulfillment of this Contract, or shall attest that no subcontractors were used.

For the term of this Contract, Contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

2.23 Records

In accordance with N.J.A.C. 17:44-2.2, the Provider shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request

2.24 Assignment or Transfer

The Provider may not assign, transfer, convey or otherwise dispose of this Contract or the services performed under same to any third party or entity, and this Contract may not be involuntarily assigned or assigned by operation of law without thirty (30) days advance written notification to the County of Union and then only upon the Provider's receipt of the County of Union's written consent, which consent shall not be unreasonably withheld. Any attempted assignment in contravention of this contract shall be null and void as to assignor and assignee.

Upon receipt of the County of Union's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of the Provider.

The County of Union reserves the right to assign or transfer the Contract to any person, office or entity as it deems appropriate.

2.25 Mergers or Acquisitions

If, during the term of this Contract, the Provider shall merge with or be acquired by another firm, Provider shall give notice to the County of Union as soon as practicable

and in no event longer than thirty (30) days after said merger or acquisition. Provider shall provide such documents as may be requested by the County of Union, which may include but need not be limited to: political contribution disclosures, business entity disclosures, corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of this Contract for cause.

If, at any time during the term of this Contract, the Provider's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the County of Union must be so notified. All responsible parties of the dissolved business entity must submit to the County of Union in writing, the names of the parties proposed to perform this Contract, and the names of the parties providing payment to the County.

2.26 Cooperation with County Contractors

The County of Union may undertake or award supplemental contracts for work related to this Contract or any portion thereof or for work which may affect the Provider's activities. Provider shall cooperate with such other contractors and the County of Union in all such cases. Any subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the Provider.

2.27 Governing Law

This Contract and performance hereunder is governed by and construed in accordance with the laws and regulations of the State of New Jersey.

2.28 Waiver

The Provider agrees that no term or provision hereof shall be deemed waived and no breach excused by the County of Union unless such waiver of consent shall be in writing. Any consent by the County of Union to, or waiver by the County of Union of, a breach by Provider, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

2.29 Severability

If any provision of this Contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.

2.30 Entire Agreement

These terms and conditions, the mandatory minimum requirements, the specifications, and the forms, proposals, and resulting Contract constitute the full and complete understanding of the parties hereto and supersede any prior understandings, representations or oral or written agreements between the parties regarding the system.

3.0 SCOPE OF WORK

The Provider shall provide for the delivery of comprehensive medical, dental and mental healthcare of inmates and juveniles lawfully committed, including contracted (per diem) inmates, as well as all clinic and acute care infirmary functions. The Provider shall be the sole supplier and coordinator for all healthcare programs affecting the facilities, and as such shall be responsible for the implementation of all necessary & reasonable care for the term of the contract. The Provider shall also be responsible for compliance with any court orders or legal directives regarding health care services.

3.1 Clinic Operations

The Provider shall operate the clinic 7-days per week 24 hours per day, including Sundays and holidays for necessary treatments, history & physicals (H&P's), prioritized sick call, chronic care, and urgent care. Appropriate Provider staff will only be on site Sundays to make infirmary rounds, perform H&Ps and render urgent care.

3.2 Accreditation Standards

The County of Union has obtained accreditation from the National Commission on Correctional Health Care (NCCHC) in 2013. By responding to this Competitive Contract Proposal, the responding Proposer verifies that it has read and understood the medical standards established by NCCHC for both the adult and juvenile correctional institutions. It is further understood that by responding to this RCCP, the responding Proposer intends to design and maintain a healthcare delivery system that meets or exceeds the minimum medical standards established by NCCHC for both facilities. The Proposer understands that it may be required to inspect non-medical department standards as identified by Accreditation & Compliance Office (ACO), and provide proofs and reports of any non-compliance.

Both UC Jail and JDC have a separate Accreditation & Compliance Office to oversee all facility accreditation matters, including policy & procedure development and collection/management of required proofs.

The Provider shall work closely with the Accreditation & Compliance Office in policy development and provide required proofs according to all NCCHC standards. The Proposer shall also perform any required or appropriate health related inspection as they relate to these standards. **All medical related standards shall require Accreditation & Compliance Office review prior to implementation.**

The County of Union shall schedule and pay separately for the re-accreditation cost, including any between-year mock surveys requested by the County. The Provider shall cooperate with the audit team, and implement any reasonable corrective action/measures requested by the audit team and/or the facility Accreditation & Compliance Office. In the event of a dispute with any compliance standard between the Provider, and NCCHC, then the appropriate accrediting entity shall review and make the final determination.

3.3 General Staffing Requirements

The County of Union has provided as an attachment to these specifications a staffing matrix for all healthcare positions, including shift, hours and backfill requirement. **(Appendix C) All Proposers shall submit their proposal based upon this matrix only. Variances in staffing will not be accepted.** The staffing requirements are minimum(s), the Provider shall provide additional coverage, if necessary.

Each Proposer shall include with the proposal the completed pages of the Cost Proposal Sheet, including the Work Sheets provided which will provide backup for the consideration of the County in reviewing your cost assumptions. **(Appendix B) If any sheets related to staffing are incomplete, then the subtotal for Salaries/Wages on the Cost Proposal Sheet shall be considered incomplete and unsubstantiated.** Proposers shall also submit company policies on paid time off, including vacation, sick, personal and holidays. Include waiting periods for any employee benefit programs.

The County does not ensure or guarantee that staffing according to current patterns or the minimum staffing matrix annexed hereto is sufficient for the Provider to provide all services and carry out all responsibilities as detailed in this RCCP and the attachments hereto. Should the staffing proposal and patterns submitted by the Provider and accepted by the County not be sufficient to provide the services and meet all requirements detailed herein, then the Provider must increase staffing to a level sufficient to satisfy the terms hereof, without any adjustments to fees.

3.3.1 Staff Orientation will be expensed separately from the daily operational labor costs and will consist of a separate orientation cost line item.

1. **New Staff Orientation** will consist of a four (4) hour customized orientation program that will be reviewed and coordinated with the Union County Department of Correctional Services' Training Office. 2. **Existing Staff Orientation** consists of an abbreviated orientation you intend to give to medical staff retained from the existing contract. Your proposal must include the number of hours required to orient existing medical staff as well as any paid time for existing staff to complete company forms, applications, etc. These costs must be detailed and listed on your Start-up budget.

3.3.2. **Recruitment** for start-up will be listed as a separate start-up expense. After the conclusion of the start-up period, recruitment will be budgeted as a monthly line item. It is expected each Proposer will thoroughly execute due diligence in performance of a local salary survey resulting in the Proposer carefully budgeting for recruitment of staff. To protect County interests in the event of miscalculations in staff recruitment, the County will not allow a pass-through of recruitment costs in excess of the budgeted amount regardless of the reason for vacancy or turnover.

3.3.3 **Overtime** - It is the Provider responsibility to staff and schedule the contract appropriately. In the event of a shift shortage, it is expected the Provider will call PRN staff prior to granting overtime (OT) to staff already on site. Casual OT (staff swiping in early or remaining past the conclusion of the shift is not allowed. The Provider is expected to take appropriate action to correct casual OT. Overtime will be closely monitored and the Provider is expected to aggressively manage overtime. Only OT that is pre-approved by the H.S.A. or D.O.N. and justified is reimbursable. At no time will the County reimburse the Provider for OT that exceeds 112 hours per 2-week pay-period for all staff. Overtime in excess of the 112 hours will be paid at straight time with the difference deducted from the Provider's monthly management fee.

This is necessary to protect the County from the Provider not retaining/recruiting staff as agreed, properly scheduling, or becoming dependent on limited staff for coverage. Contracted labor (e.g. agency nurses) is not a solution to meeting staffing requirements of the contract. In the event agency staff is utilized, the County will only reimburse (allow as a pass-through) the straight hourly wage and benefits (the loaded rate) for the position. The Provider will absorb the additional costs over and above the position loaded rate.

3.3.4. **Time Keeping** - A time keeping system must be made available on site at UC Jail and JDC. Include this installation and cost as a start-up cost. All staff will comply with time keeping policy and procedures and swipe in and out timely on each shift. Early and/or late swipes without pre-approved OT authorization will not be reimbursed by the County. Proposers are required to submit a copy of their time keeping reports available to site personnel and the County of Union.

The County is to receive a staffing report bi-weekly which shows required hours worked, overtime, vacation, sick leave, holiday pay, orientation and other hours. This information must be made available in an electronic spreadsheet so calculations can be performed on the data.

The Contract Monitor is to receive at least bi-weekly a printed copy of every employee's time punches for the pay-period. These individual time reports will include and clearly demonstrate "Edit Punches" made by on-site staff. To clarify, an edit punch is a time adjustment made by the site when among other reasons, a swipe has not occurred.

3.3.5 Wages - The Proposer will conduct an area salary survey of all positions listed in the staffing matrix. The Proposer is responsible to ensure qualified and sufficient staff are recruited and retained to staff in accordance with the staffing matrix and at the proposed price. Wage variances greater than three (3%) of proposed hourly wages by position will be borne by the Provider, which includes the entire variance. For example if the LPN hourly wage is greater than 3% of the proposed hourly wage, the entire variation in wage will be borne by the Provider. This is a liquidated amount to encourage responsible wage quotations. Completed Cost Proposal Sheets will clearly document/record said wages.

3.3.6 Position Backfill - With the exception of the HSA, DON and Administrative Assistant, all positions will require daily/weekly backfill to ensure minimum hours are provided. Positions requiring backfill have been annotated with a single asterisk (*). At no time will these positions go unfilled. The backfill should occur for the initial shift and continue utilizing PRN staff. Should the position not be filled on a regular basis after 4 days, pursuant to Section 2.9 Liquidated Damages, the County will consider assessing Liquidated Damages which will be deducted from the monthly management fee.

The HSA, DON and Administrative Assistant may be vacant without backfill for routine leave time but not all at the same time. Any absence over 2 weeks (10 business days) in duration, regardless of reason must be backfilled.

The HSA will be backfilled by the Regional Manager or other qualified corporate personnel, including the DON if qualified. Under no condition will the County reimburse the Provider for an H.S.A, DON or administrative assistant who is off in excess of 2-weeks even if the position is backfilled.

Some clinical positions will have leeway in backfill. It may be difficult to have a physician backfill for a Medical Director who has called out sick. It is expected that the Regional Medical Director will provide some type of coverage to ensure critical needs are met. Positions annotated with a double asterisk (**) fall into this category. It is expected the hours will be provided or made up within 3 business days.

For all positions annotated with a single (*) or double (**) asterisk, continual and/or periodic failure to provide the services due to vacancy may result in Liquidated Damages as reflected in Section 2.9. Vacant positions unfilled in excess of twenty-one (21) consecutive or non-consecutive calendar days may result in Liquidated Damages as well.

3.4 Mental Health

As the correctional healthcare industry is aware, the county jails and state prisons have, over the past twenty years, become the de facto public mental health system across the country and more particularly in the State of New Jersey. Union County is no different in terms of the impact of mentally ill individuals who have become involved with the criminal justice system due to their behavior in their community.

UC Jail is very interested in proposals that reflect evidence-based programs for the mental health population in the facility. It is the desire of the County to work with the Provider to implement a state of the industry mental health program in the UC Jail. Therefore, while this RCCP provides for minimal staffing requirements and time frames, the Proposer must provide additional information on the substance of their proposed mental health program and identify, specifically, the staffing that would be required, the physical space required and the costs involved of implementing their mental health program which must include individual and group counseling services.. This information should be provided on the "Other Costs Worksheet" and should include all information regarding positions required, salary and wages and other expenses. The cost should be reflected in the Cost Proposal Sheet under the category of "Other".

The Provider shall be responsible for conducting initial mental health screenings of all newly committed inmates (upon admission to the facility) and when requested by facility staff, and shall make referrals to Provider's mental health staff for evaluations when appropriate. Provider's medical staff shall receive training in mental health screenings (specifically in suicide risk identification and crisis intervention) from qualified mental health specialists.

The Provider shall ensure the availability of a psychiatrist who is authorized to order commitments to an inpatient mental health facility. The psychiatrist will see and complete the commitment paperwork on inmates who require inpatient treatment within 24 hours of the inmate's referral to the psychiatrist.

Only the Psychiatrist, Staff Physician or Medical Director will be authorized to clinically authorize the removal of inmates from suicide watch or constant observation. Suicide and constant observation beds are limited.

Therefore, the Provider will establish procedures in which licensed providers will review all suicide watch and constant observation patients on weekends in order to authorize the removal of patients clinically cleared to be moved from the suicide watch or constant observation unit (Please note that the Provider may utilize Telemedicine as an option to meet this need).

Involuntary Medication: The County requires the Provider to have an emergency involuntary medication policy for inmates whose severe mental illness presents a risk of harm to self or others. The intent of an assertive involuntary medication of those few inmates who require such management is to reduce psychiatric hospitalizations, trips to the ER (with associated officer overtime), disciplinary infractions, uses of force, injury to inmates and officers (and the associated sick time and workers' compensation), and will allow inmates to live peaceably in the institution.

It should also be noted, that in the near future, the jail administration will also require the Proposer to implement a non-emergency involuntary medication policy to further address the issue of noncompliant and dangerous mentally ill inmates.

Psychiatric Evaluation: The Provider shall ensure that any inmate receiving psychotropic medication shall have a comprehensive initial psychiatric evaluation as soon as possible but no later than within seven (7) days of receiving the medication. The evaluation shall include documentation and/or information regarding current symptoms, history of illness, family history and past treatment based upon inmate report. The Provider shall use its reasonable best efforts to obtain past treatment records.

It is imperative that mental health specialist shifts are filled on Friday afternoons and evening hours of each week. Local courts typically sentence inmates on Fridays and it is imperative that mental health specialists are on site upon the inmate's return to the institution. It is a requirement of this contract that mental health staff review the sentencing orders of inmates returning from sentencing courts. Any inmate receiving a sentence in excess of 15 years will routinely be placed on suicide watch or constant observation unless otherwise cleared by licensed mental health clinicians or the medical director. Failure to provide coverage on sentencing day may subject the Provider to a financial penalty for each event as reflected in Section 2.9.

The Provider shall not be responsible for the cost of inpatient services for inmates committed to a state-operated hospital.

The Provider may subcontract mental health and counseling services. If the Proposer proposes to utilize said service by a subcontracted provider, then the Proposer must provide with the submitted proposal the subcontractor's name, address, and service description. The subcontractor must comply with any and all other requirements included within these specifications.

3.5 Dental

The Provider shall provide on-site dental services with a licensed dentist for the required weekly hours, regardless of holidays and/or paid time off. Services to be routinely performed by the dentist shall include restorations, extractions and treatment of dental emergencies. Subcontracted dental services are acceptable to the County. Please note that the dental assistant also performs specialty care appointment coordination as part of his/her assigned responsibilities.

3.6 Sick Call

An average of 520 inmate sick calls per month, which includes adults and juvenile populations, must be accommodated. Sick call must be available for all inmates on weekdays, weekends and holidays and conducted by an MD, RN, NP, PA as appropriate.

UC Jail and JDC are committed to providing custody support to ensure timely access for sick call encounters. Custody accompanies medical staff in daily rounds to all inmates in restricted housing. At the discretion of the nurse, custody will open individual cell doors to provide access to inmates.

If an inmate's custody status precludes attendance at sick call, arrangements shall be made to provide sick call services at the place of the inmate's confinement (i.e., inmates housed in administrative segregation units and other restricted housing units).

3.7 Daily Triage of Complaints / Medical Grievances

Provider shall establish appropriate triage mechanisms for inmate complaints and or medical grievances.

The Medical Department shall have procedures in place that enable all inmates (including those in segregation and/or closed custody units) to submit requests for healthcare services daily, including weekends and holidays.

- a. Inmate Medical Request Forms (Medical Services Request) will be provided and collected daily by the Medical Services Provider. UJ Jail and JDC directive will determine the collection time.
- b. Inmate Medical Request Forms will be reviewed, time and date stamped.
- c. All medical, dental and mental health request forms will be triaged within 24 hours of the form being collected. Referrals for appropriate treatment will be made at that time. All medication matters shall be seen by the appropriate healthcare provider.
- d. On days that the dental staff is not available to provide sick call, the sick call form will be screened by an MD, RN, PA or NP. If not an emergency, follow-up with the appropriate clinician will occur within 48 hours.

All requests for mental health sick call shall be referred to the mental health specialist within 24 hours. If the request is emergent and if the mental health staff is not on duty the day of the emergent request, the on-call psychologist or psychiatrist will be contacted. If the on-call psychiatrist provides physician orders, the triage nurse shall comply with any orders issued.

- e. All documentation of the triage, examination, and subsequent treatment will be entered into the EMR at the point of service on the appropriate form in order to support sick call performance measures. The original Inmate Medical Request Form shall be filed in the medical reference file.

3.8 Infirmary

UC Jail and JDC operate inpatient infirmaries for acute medical and mental health patients. The Provider shall comply with all applicable NCCHC standards concerning infirmary operation and patient care. The staffing matrix accommodates infirmary staff.

The Provider will make a reasonable attempt to secure services, staff and/or equipment on-site in an effort to reduce cost, transportation or otherwise benefit the County.

The Provider shall utilize infirmary units to the fullest extent consistent with acceptable medical standards. The infirmary shall adhere to these minimum standards:

- a. A physician shall be on-call 24 hours a day, seven days a week.
- b. Supervision of the infirmary shall be by an MD, NP, PA or RN, 24 hours per day, seven days a week as appropriate.
- c. A sufficient number of appropriate healthcare personnel will be on duty, as dictated by staffing matrix requirements, as well as by clinical need.
- d. Within eight hours of arrival in the infirmary, all patients shall have a documented physical examination resulting in admission orders and entered into the EMR system at-the-point-of-service.
- e. Completion of a nursing care plan shall occur within 24 hours of admission to the infirmary.
- f. Admission to and discharge from the infirmary will require the order of an MD, NP or PA. The Provider must sign admission notes and discharge treatment plans and enter into the EMR system at the point of service. This will be required for each infirmary stay.
- g. Infirmary rounds shall be conducted by an RN on each shift (including weekends and holidays) and by an MD, NP or PA daily Monday through Friday.
- h. All encounters while in the infirmary will be documented on an EMR infirmary encounter screen and entered into the EMR system at the point of service.

Adult inmates requiring care beyond the capability of the infirmary shall be hospitalized at East Orange General Hospital in East Orange, New Jersey, unless clinically contraindicated (see section 3.10 Hospitalization and Off-Site Specialists Juveniles shall be hospitalized at Trinitas Hospital in Elizabeth, New Jersey.

3.9 On-Site Specialty Care

The Provider shall provide on-site care for the following specialty areas. Service agreements shall be made with each specialty provider to include arrangements for urgent care at their respective office/clinic.

This contract is predicated on the concept that the Provider will be responsible for a full and comprehensive range of medical and dental services. Physician specialists must be New Jersey licensed and board certified. Provider shall submit types, frequency and

location of specialty clinics to be utilized, upon contract award. All specialty encounter orders and services will be entered into the EMR system at the point of service.

Priority of specialty consults and referrals must be ranked as follows:

- **Emergent referrals require that patients be seen within 48 hours;**
- **Urgent referrals require that patients be seen within 2 weeks; and**
- **Routine referrals require that patients be seen within 3 months.**

1. Identification of Specialty Care and Chronic Care Clinics On-Site

a. Provider shall support the following specialty and chronic care clinics:

- Mental Health
- Dental
- OB/GYN
- Orthopedics / Podiatry
- Dialysis
- Radiology
- Ophthalmology
- Hypertension
- Asthma
- Diabetes
- HIV/AIDS
- Seizure
- Tuberculosis

2. Provider shall identify and arrange additional specialty and chronic care clinics for conditions beyond the capability of primary care, on-site, as medically necessary.

3. The Provider shall present proposals to deliver services on-site at UC Jail, whenever possible (e.g., mobile MRI/CT/mammography, ambulatory/mobile surgery, hemodialysis, chemotherapy, on-site oral surgery).

Consistent with the provisions of 2.11 regarding the requirements of the ACA, it is incumbent upon the Provider to maintain all records necessary to ensure that the County may take advantage of the opportunity to have Medicaid pay for the off-site services rendered subject to eligibility determination.

3.10 Hospitalization and Off-Site Specialists

- a) Presently the County of Union's primary care facility for the UC Jail is the East Orange General Hospital (EOGH) in East Orange, NJ with a secondary agreement with University Hospital in Newark, New Jersey. Primary care for the JDC is Trinitas Hospital in Elizabeth, NJ. The successful Proposer will need to establish agreements with each of these medical facilities and negotiate contracts to continue with this provision of off-site care for medical cases (see section 3.14: Network Development).

- b) Approval for Off-site Care: When possible, all specialty care will be delivered at UC Jail and JDC. Services that cannot be provided on-site, due to the need for complex technology and/or equipment, may be provided off-site only after approval is requested from and granted by the Jail Director or his designee or the JDC Supervisor or his designee, on a type of service basis (e.g. if mobile MRI or CT services cannot be provided on-site at UC Jail or the JDC).
- c) Provider shall obtain routine inpatient/outpatient services from hospitals to meet the healthcare requirements of inmates. When outside hospitalization is required, the Provider shall coordinate with security staff in arranging transportation and correctional officer coverage.

Provider's personnel shall conduct meetings with representatives from the designated hospital(s) and other providers to coordinate medical services. Policies and procedures, scheduling, transportation, reporting of test results, medical records, discharge summaries and patient follow-up shall be coordinated. The Provider shall inform the Jail Director or designee of such meetings.

The Provider will be responsible for assisting the County in negotiating annual per diem rates with the hospital, pre-approvals, controlling admissions, case management, utilization review, payment and processing of all hospital and practitioner bills, billing problem resolution and discharge planning. The Provider shall make recommendations to enhance the containment of costs at the facilities.

1. East Orange General Hospital (EOGH): The County has an agreement with East Orange General Hospital (EOGH) to provide inmate hospital care. Provider shall obtain routine outpatient/inpatient services from EOGH, unless clinically contraindicated, to meet the healthcare requirements of UC Jail inmates.

Due to the legally incarcerated status of UC Jail patients, a secure unit is maintained at EOGH. Provider shall serve as the agent of the County in the contract with EOGH, and as such, abide by all terms contained therein.

The following services are not available at EOGH:

- Trauma;
- Obstetrics;
- Dental services and oral surgery; and
- Pediatrics, except for patients between 16 and 18 years old, with consent.

The duration of such hospitalizations must be kept to a minimum, with transfer back to EOGH accomplished as soon as medically acceptable.

Provider will keep the UC Jail and the JDC advised of all inmates hospitalized on a daily basis via electronic means as approved by the Jail Director or his designee or the JDC's Supervisor Office.

2. Hospitalization Outside of East Orange General Hospital (EOGH)

A patient may be admitted to a non-EOGH hospital, due to medical necessity. Provider will establish a utilization review mechanism to ensure that inmates are transferred from other hospitals to EOGH, as soon as medically appropriate. The decision to transfer will involve consultation between the attending physician at the non-EOGH hospital and an admitting physician at EOGH. The actual transfer of the inmate must be coordinated with Union County Jail Shift Commander's Office and the Union County Sheriff's Transportation Unit or the Union County Jail Transportation Unit.

3. Ancillary Hospital Costs

UC Jail and/or the JDC will not be responsible for payment to provide television service within the hospital rooms.

4. Consistent with the provisions of Section 2.11 of these specifications, it is incumbent upon the Provider to work with the Jail and other offices to ensure that the provisions of the ACA are applied to the incidences of off-site care that exceed 24 hours. This must be done in order to ensure that the cost for those inmates who are Medicaid eligible during their time out of the building receiving care in a hospital setting, are billed directly to Medicaid as allowed by the law.

d) Ensuring Care is Completed

Appropriate recordkeeping is required to ensure all specialty care needed is ordered and received. Inmate movement may, at times, interfere with scheduled care. The medical staff shall be responsible for reviewing daily movement sheets to determine if any inmates awaiting care have changed in location. Measures are to be taken to communicate such changes through Union County Jail's Inmate Management System (CCIS) and/or the Juvenile Detention Center's JDIS System and the EMR systems and make arrangements for the delivery of care.

e) Tracking and Scheduling Specialty Care Appointments

Requests for specialty care will be maintained and tracked in a logbook at the facility, as well as in the individual patient charts and entered into the EMR at the point of service. The HSA shall review and sign off on this log on a monthly basis. All scheduling and prioritizing of specialty medical care shall be done by an MD, NP, PA or RN. The Provider will provide all necessary medical information related to a requested procedure or evaluation, to the specialist. Any utilization review process developed by the Provider for approval of outside consultations will involve direct verbal communication between the requesting and reviewing physicians and must be completed within five working days.

f) Specialty Care Disputes

Any dispute regarding the need for care by a specialist will be resolved between the HSA and the Jail Director or designee. If there is a difference of opinion between the Jail Director or designee and the provider concerning the extent of care, the decision of the Jail Director or designee will be the final authority and the Provider shall bear all costs associated with the treatment prescribed.

g) Security Concerns for Specialty Care

For reasons of security, inmates are not to be informed in advance of the date of any scheduled off-site movement. Provider shall ensure that its personnel understand and comply with this practice. Provider shall coordinate with the Jail Director or his designee regarding usage of apparatus and prosthesis that may compromise security.

3.11 Chronic Disease Management and Special Needs

a. Chronic medical conditions shall be identified during the initial admission physical examination and noted on the problem list and in the EMR system at the time of that encounter. The initial chronic clinic visit shall occur in conjunction with the admission screening and evaluation and subsequent follow-ups should occur according to clinical directions.

Chronic medical conditions include, but are not limited to the following:

- Diabetes and endocrine conditions
- Pulmonary/respiratory conditions
- Hypertension/cardiac problems
- Kidney/renal disease, hemodialysis and peritoneal Dialysis
- Seizure disorder and other neurological disorders
- OB/GYN concerns
- Cancer/oncology
- Pain management
- Infectious diseases, such as HIV/AIDS
- Tuberculosis (separate from infectious disease or pulmonary due to volume)
- Gastroenterology, including Hepatitis C management
-

b. Nationally recognized chronic care treatment guidelines for common chronic diseases will be utilized and will include frequency of encounters, lab and other diagnostic baseline and routine testing, monitoring of patient compliance, patient education and assessment of patient control. Guidelines should be identified and included in the Proposer response.

c. Special needs conditions may include, but are not limited to, chronic and convalescent care, physical handicap, frail elderly, terminally ill, developmental disability, and mental illness. Special needs will be documented on the appropriate EMR Encounter Form and entered into the EMR system by the responsible physician at the point of service.

Special needs treatment plans shall specify instructions on diet, exercise, medication, type and frequency of diagnostic testing, education about the disease, and the frequency of follow-up for medical evaluation and adjustment of treatment modality.

d. The Provider shall maintain up-to-date rosters of inmates in each category of special needs treatment.

e. Provider shall provide discharge planning by making referrals to Union County Jail Social Services Department.

3.12 HIV/AIDS Services

a. Community Practice Patterns

For the purpose of defining the generally accepted medical standards regarding HIV/AIDS, healthcare service providers are expected to follow the guidelines (and subsequent revisions or updates) issued by the NJ DHSS and the U.S. Department of Health and Human Services.

b. Treatment

Provider shall provide all treatment of HIV/AIDS in a manner consistent with current generally accepted medical standard of care, including the UC Jail, JDC, and CDC guidelines and NCCHC standards. Provider shall be responsible for all medical costs associated with the treatment of HIV/AIDS, including but not limited to, inpatient and outpatient medical services and all prescribed medications, except as otherwise specific within this RCCP.

3.13 Hepatitis C - Screening and Treatment

The UC Jail and JDC have recognized the growing public concern with Hepatitis C infection, treatment and related medical complications, especially in the incarcerated population. In accordance with Public Law PL 2001, Chapter 357, UC Jail and JDC are responsible for developing and providing certain Hepatitis C related services, in coordination with the New Jersey Department of Health and Senior Services. The

Provider is required to treat inmates with Hepatitis C only if they are already being treated upon entry to UC Jail or JDC

3.14 Network Development

The successful Proposer will be responsible to negotiate any and all discounts with community providers including East Orange General Hospital (EOGH), Trinitas Hospital and University Hospital, for both on-site and off-site medical services within sixty (60) days of contract commencement.

The obligation to negotiate rates within sixty (60) days from contract award applies to all other community providers utilized for off-site care or on-site specialty care as well the successful Proposer. The Provider becomes responsible to invoice the County for

reimbursement based upon the actual rate charged or negotiated rate, whichever is less. The following are the other minimum services requiring negotiated discount rates:

- ▶ All area hospitals
- ▶ Dialysis
- ▶ Orthopedics
- ▶ ENT
- ▶ OB/GYN
- ▶ Podiatry
- ▶ Gastroenterology
- ▶ Surgery
- ▶ MRI
- ▶ CT
- ▶ Ultrasound (on-site)
- ▶ X-Ray (on-site)
- ▶ Oral Surgery
- ▶ Ophthalmology

3.15 Medication Administration

All proposals must acknowledge that pre-pouring medications is not acceptable, is considered an unsafe practice and leads to medication errors. All proposals will outline the training that will occur to all medication staff to ensure pre-pouring does not occur. Additionally, Proposers must outline their plan to address procedures of passing medication to inmates that are in lock down and/or in segregation, and not readily accessible by the medication carts. Pre-pouring of medications will not occur in the County facilities and the Proposer may be subject to a fine for failing to comply. All proposals shall outline, in detail, how on site management staff will monitor medication administration activities. Medication administration records will be completed at the housing units at the time each medication is given. Proposals will outline in detail the training that will occur to medication administration staff to ensure appropriate documentation occurs at the time the medication is passed. Completing medication documentation at the end of a medication pass is an unsafe practice that leads to errors and subjects the Proposer to a fine for failing to comply. Please provide a sample copy of your medication administration record along with the codes that medical staff will use any time a medication is not passed.

3.16 Intake Process

Medical intake or admissions will be manned with LPN's 24/7 without exception to process new inmate admissions. It is very important medical staff review each new admission, particularly those which could result in outside referral if accepted into the facility.

Each Proposer should explain within the proposal how medically disqualified admissions are rejected at the sally port without crossing the sensitive line of rejecting

new admissions that could be very easily treated in the UC Jail or the JDC clinic or infirmary.

In the event of a large admission group (e.g. community sting), it is expected that the Proposer will demonstrate flexibility and redirect additional staff to intake to assist in the processing activity. Likewise, peak-processing times may cause a temporary or occasional backlog. It is anticipated the Proposer will demonstrate flexibility in assisting in backlog catch up. The solution may be as simple as sending a nurse down to assist during peak intake times. If at any time the County has more than five admissions waiting for medical screening, qualified medical personnel will come to intake to assist. It is expected evening medication cart nurses after their runs will go to Admissions to assist with medical screenings.

All intake medical screenings, evaluations, and orders will need to be entered into the EMR system, once selected, utilizing the electronic screens and forms of the EMR application. Copies of the Proposer selected non-proprietary EMR Workflow processes and screens for the intake screening and evaluations and all medical encounters shall be submitted to the County as part of the proposal.

Given the likelihood that the EMR system will not be fully operational at the commencement of the contract, each Proposer shall submit with the proposal copies of all forms to be used. Each Proposer shall submit with the proposal copies of all intake forms to be used. If the form has another facility name, it is acceptable to submit same for the County's review. The County reserves the right to revise questions necessary to comply with County standards. Further, the County reserves the right to modify medical intake screening at a later time.

3.17 Admission Services, Medical Services Intake, Transfer Requirements

a. Intake Site

Inmates entering UC Jail will be initially processed in the Booking Area of the facility.

All admission processes shall be documented, as indicated in the EMR System Workflow Manual at the point of service. Entries of problems, orders and directives are the responsibility of all healthcare personnel.

b. Nurse Intake Assessment

A complete nurse intake assessment will be performed on the date of arrival, within eight (8) hours of admission to the Booking Area by an RN or LPN. The intent of the nurse intake assessment is to ensure the prompt recognition of immediate medical, dental, and mental health needs and timely continuity of care. Assessment shall consist of, but not be limited to, the following:

1. Review of all available medical records and applicable admitting information.

2. A confidential interview, including medical history and assessment for mental illness and suicidal ideation.
3. Observation of inmate's appearance, behavior, etc.
4. Immediate referral, if clinically indicated, to appropriate health care service.
5. Administration of Mantoux/PPD skin test for tuberculosis (TB) or screen for symptoms if past-positive.
6. Assessment for ectoparasites.

This screening will be documented on the appropriate EMR forms and entered into the EMR system at the point of service.

c. Intake Physical Examination

A physician or nurse practitioner/physician assistant shall conduct a complete history and physical examination within twenty-four (24) hours of admission including, but not limited to the following:

1. Review of information recorded during the nurse intake assessment;
2. Review of all available medical records;
3. Review all other physician's orders and medications that the inmate was receiving prior to admission;
4. Initiation of orders, including medications, deemed medically necessary;
5. The ordering and initiation of any laboratory tests deemed medically appropriate, to include:
 - HIV tests, if desired, and consented to by the inmate (must include pre- and post-test counseling by a qualified staff member).
 - CBC with differential, based only on order of a physician.
6. Discussion of risk factors regarding HIV disease and Hepatitis. If the inmate expresses an interest in testing s/he shall be referred to the appropriately qualified staff member.
7. Basic visual acuity screening and hearing screening/audiology testing will be performed on all inmates when deemed necessary.
8. For female inmates, a pregnancy test and Pap smear.

All findings shall be documented on the appropriate EMR form and entry into the EMR system at the point of service.

d. Comprehensive Health Appraisal

The Provider, within three (3) working days of admission, excluding weekends and holidays, will compile for each inmate an individualized comprehensive health appraisal including, but not limited to, the following:

1. The initial history and physical examination, with all available laboratory test results. The physician (or RPA) must have recorded any diagnoses, medication orders, treatment, specialty referrals, etc.
2. A master problem list by an MD/DO, PA, NP or mental health professional shall be recorded on the appropriate EMR form. The inmate shall be admitted to the appropriate chronic care clinic, if applicable. In the event of initiation of chronic clinic care, a treatment plan shall be developed specific to the needs of the individual.
3. If the inmate has no identified medical/dental/mental health problems, that information will be recorded on the EMR with date, time, and signature of clinician making this entry.
4. The comprehensive health appraisal shall include all of the following elements:
 - Orders for any necessary medication and/or treatment.
 - Appropriate referrals for medical, dental and/or mental health treatment or follow-up will be documented and forwarded.
 - Information must be recorded on the appropriate form and entered into the EMR system (Inmate Work / Housing Medical Restrictions) at the point of service and communicated to the Classification Department regarding suitability or restrictions for housing and job assignments.

The comprehensive health appraisal shall not be considered complete until the MD, NP or PA, has certified that all necessary referrals, medications, orders and treatment have been appropriately handled, signed off, and entered into the EMR system at the point-of-service.

The County requests the receiving screening, health history assessment (not physical), oral screening, mental health screening and evaluation occur in admissions during medical intake. Purified Protein Derivative (PPD) must be planted in admissions at that time as well. The complete physical should occur within 48 to 72 hours later so the PPD is read at the time of the physical. Note: Any new admission in need of immediate or urgent medical referral will receive such care when clinically indicated and will not wait until the time of the physical. The Provider reserves the option to draw the VDRL at the time of their choosing but within the first 14-days. Vital signs will be obtained in admissions during the intake process and again at the time of the physical. The Provider may request the physical occur at a date/time other than 48-72 hours after arrival but prior to 14-days. This will not be approved until the Provider has established their presence on site and demonstrated their ability to manage the intake process. Sick call will not be done at the time of the physical.

The Provider will be responsible for utilization review of all Emergency Department and Hospital direct admissions/pre-booking injuries and illnesses in an attempt to return the

offender to the institution as soon as clinically indicated. Details of pre-booking injuries will be discussed at the initial pre-proposal conference. The County has established policies and procedures that will impact the financial responsibility of pre-booking injuries.

3.18 Drug & Alcohol Withdrawal

Inmates reporting the use of drugs and/or alcohol at the time of the receiving screening must be evaluated at that time for the need for withdrawal or detoxification management. Inmates placed on a drug or alcohol withdrawal protocol shall be monitored closely to include the checking of vital signs at least once per shift until cleared from the protocol. Inmates placed on an alcohol withdrawal protocol shall be monitored in the infirmary and not in general population. The Proposer must explain in detail their system to manage drug and alcohol withdrawal of new admissions. Include the drug and alcohol flow sheet your firm will use. It does not matter if the form has the name of another facility.

3.19 X-Ray Services

The Provider will be responsible to provide on-site X-ray services on a daily basis, or at a minimum three times per week. Stat X-ray must be provided 24/7. On-site ultra sound must also be available as needed. All services will include over-read by a board certified radiologist. All X-rays shot on-site include all film and materials, X-ray technician, off-site development, and reporting with Radiologist interpretation. On-site X-ray services must be available 24/7/365. Please provide the price per view.

The Provider shall properly maintain any County x-ray equipment on-site, including registration with the New Jersey Department of Environmental Protection (NJDEP).

3.20 Laboratory Services

The Provider will be responsible to provide on-site laboratory services for basic testing such as blood glucose, urine dipstick, urine pregnancy, and drug testing. The Provider will also provide on-site phlebotomy services for collecting specimens for transport to the contracted lab. The Provider must contract with a reputable and accredited laboratory with specimen pick up 6-days (Monday – Saturday) per week. The lab must provide stat services that include specimen pick up within one (1) hour of notification, and/or a local lab testing facility within a reasonable driving distance from the County facility. The lab results must be received from the Provider's contracted laboratory electronically via an HL7 interface and posted directly to the offender's electronic medical record (EMR). In the event the EMR system is not operational at the contract commitment date, the contracted laboratory services will include a printer and phone line at their expense so lab results can be received telephonically. Each Proposer must submit the name of the laboratory Proposer that will provide lab services at the facility along with a listing of all lab tests and actual (all inclusive) prices the County will be charged.

3.21 Female Specific Services

The Provider must establish a full range of health care services specific to women. Services include but not limited to pre- and post-natal care, child delivery, evaluation for and treatment of STD's and counseling programs. Therapeutic abortions that are necessary to preserve the health or life of the woman are the responsibility of the Proposer. Elective, non-therapeutic abortions must be made available to female inmates in accordance with law and will be the Provider's responsibility.

3.22 Call Back Services

To reduce the use of County staff overtime and unnecessary use of hospital emergency department (ED) resources, the Provider will create a financial incentive for the call back of appropriate medical providers to provide care and treatment during non-normal business hours. As an example, routine suturing resulting from an altercation could be handled in the jail and reduce the transport of one or more inmates to an ED. It is anticipated a list of PAs,NPs and resident physician's would augment the facilities permanent staff for this purpose. As a back up to call back, a contractual arrangement with an emergency service agency would be another way to provide emergency coverage during non-normal working hours (e.g. walk-in clinics, doc in the box, etc.).

3.23 Off-Site Care and Utilization Review

Provider will provide all off-site care and utilization review (UR) activities on behalf of the County to ensure all off-site care is necessary and appropriate. Off-site care that is elective in nature is not provided. Provider shall have an electronic UR system/program/process in place that allows the site to refer all off-site care (ED, inpatient, specialty appointments, ancillary testing, etc.), non-formulary medication, and selected on-site specialty care clinics. The UR system shall document referral justification to the approving authority. Any communication between the approving authority and the site medical director shall be documented. An authorization number, if the care is approved, will be clearly annotated. The system will clearly document the status of a referral (open, pending, awaiting additional information, denied, alternative treatment recommended, approved, closed, etc.). The system will document the offender as county, state, federal or other for the purpose of assigning cost to the appropriate agency financially responsible for the services provided. The system will assign financial responsibility and have it tied into the corporate accounting system to ensure the Provider does not pay for any care the County is not financially responsible for.

The UR system must be able to provide this information with screen view ability, with the option to print a hard copy if desired. The system must be accessible remotely by the Jail Director or his designee 24/7. Any necessary passwords to access the system are to be provided in accordance with this RCCP. **The County is requiring an electronic system and not a process involving faxing and paper management.**

Include a detailed explanation of how your system functions and include screen shots, information available and standard reports available to users.

The Provider will assign a case manager to monitor all inpatient status care. The case manager will provide daily and timely feedback to the site on each offender in an inpatient status. Case managers will aggressively review inpatient services provided to expedite the return of offenders to the jail as soon as clinically indicated or when the same level of care can be provided in the infirmary. Case managers will challenge any unnecessary or inappropriate care provided. Note any exceptions to this procedure. The UM and case management processes put in place will be consistent with those processes in place at other Proposer sites. Through the electronic UR system, the case manager will be able to document UR updates on a daily basis from each hospital. Updates will be provided 7-days per week. The Provider will ensure a case manager is assigned to review care on **weekend admissions**. The case manager will immediately initiate contact with the appropriate hospital and/or attending treatment center upon notification of any "direct admit" (pre-booking injury) or hospital admission. **Each proposal will outline in detail how your procedures will work at UC Jail and the JDC, including your understanding of your responsibilities under the Affordable Care Act. The cost for all case management shall be included within the monthly management fee.**

The Provider will not be financially responsible for any off-site care involving NJ State inmates or any other contracted or per diem inmate. Please note that each classification type will need to be specifically identified in the EMR system and may require specific notification procedures and forms which must be adhered to in order to have services pre-authorized. If those procedures are not adhered to, the responsible entity may not pay for the services authorized and any such cost will be paid by the Provider. It is therefore the responsibility of the Provider to ensure their staff knows authorization procedures and strictly follow same. The County will not reimburse the Provider for any off-site service or unpaid medical bills resulting from the Provider's negligence or omission in proper notification to the appropriate responsible agency.

If all or part of your company's utilization review process is performed by a third party, you must disclose all information about the agency in your proposal. All costs associated with utilization review shall be disclosed and included within the appropriate budget proposal sheet or management fee.

Prior to payment of all invoices for on-site and off-site care, all charges for services provided will be submitted to the designee of the Jail Director for review and approval. Only after Business Manager approval will your company issue payment for on-site and off-site services. Care/services charges will be forwarded to the Business Manager in batches for review in spreadsheet format. All invoices for services will be paid timely by the Provider, who will then submit a proper invoice to the county for reimbursement.

The County is very interested in your firm's success in managing off-site care. It is recommended that your proposal contain success stories from facilities similar in size to

Union County that validate your ability to manage the care. Any such documentation provided from a facility will be considered a reference that the County may validate. All proposals should include utilization management targets your company would anticipate for the UC Jail and JDC. Targets will be based on a per thousand inmates per year basis or on a per-inmate per-year (PIPY) basis. You must list any jail facility similar in size to the UC Jail where you have achieved this target in as well as the year(s) of achievement. Only include and list jail facilities the approximate size of the UC Jail. If you include targets, be sure to comment on how you will achieve them at the UC Jail.

It is a mandatory requirement of these specifications that the Provider communicate routinely/timely concerning all off-site utilization with the designee of the Jail Director representing the interests of the County. The Jail Director or his designee shall have accessibility to site management, site medical director, corporate medical director, and the corporate utilization management staff to discuss utilization and to participate in concurrent reviews. The Provider shall participate in bi-weekly conference calls with the Jail Director or his designee. At the discretion of the Jail Director or his designee, calls may occur more frequently, particularly if a period of high or questionable utilization occurs. The Jail Director or his designee will receive daily calls on inpatient status.

3.24 Equipment, Instruments, and Medical Supplies

All equipment, instruments, and medical supplies are the responsibility of the Provider to provide. Maintenance and repair of County owned medical equipment, including routine service due to normal wear & tear will remain the responsibility of the Provider pre-pay and pass-through in the monthly invoice. All equipment, instruments and medical supplies purchased through this contract immediately become the property of the County. Replacement of equipment including PCs, printers, and other IT equipment required as a result of abuse, theft or improper use will be the financial responsibility of the Provider. All computer equipment to be replaced must be compatible with the Union County Jail network and approved by the County of Union IT Director prior to purchase. All equipment recommended for replacement/upgrade or new equipment to be added with a dollar value of \$1,000 or greater requires pre-authorization by the County. The Provider shall provide detailed justification and explanation, including three (3) price quotes, if practicable. Any equipment with a dollar value of \$400 to \$999 will require pre-authorization but not require three (3) price quotes. Any equipment of less than the \$400 threshold will not require pre-authorization. However, details of the procurement, including justification shall be provided with the monthly invoice to the County.

3.25 Continuous Quality Improvement Program (CQIP)

The Provider shall maintain a comprehensive CQI program in accordance with professional standards. The multi-disciplinary committee will consist of the Medical Director, Psychologist, Dentist, HSA, DON, the Jail Director or his designee, and appropriate County and/or security representative(s). All other Provider staff will participate in CQIP on a rotating or as needed basis. There will be bi-monthly CQIP meetings with monthly studies. Either the DON or HSA will act as coordinator for each

meeting/activity, and detail specifics of the program (e.g. assignment of studies to staff, minutes, agenda, overall coordination etc.). The Jail Director or his designee will review the program on a quarterly basis and make recommendations as necessary.

3.26 Environmental Inspections

The Provider will participate in the monthly facility environmental inspection as requested. The HSA, DON or designee shall conduct monthly inspections of the kitchen and laundry rooms on a permanent basis.

3.27 Prison Rape Elimination Act (PREA) of 2003

The Provider will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 Et. Seq.), and with all applicable PREA Standards, Union County Jail (UCJ) Policies related to PREA and UCJ Standards related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within UC Jail Facilities/Programs/Offices owned, operated or contracted. Proposer acknowledges that, in addition to “self-monitoring requirements”, UC Jail will conduct announced or unannounced compliance monitoring to include “on-site” monitoring. Failure to comply with PREA, including PREA Standards and UCJ Policies, may result in termination of the contract.

The UC Jail is in the process of revising jail policies to comply with the PREA Standards. Until fully implemented, the Provider must be aware that there are significant medical and mental health implications, even if the UC Jail does not immediately request an audit.

Proposer shall submit their plan to comply with PREA and must include their experience with the Act, as well as their level of knowledge about PREA.

3.28 Elective Medical Care

The Provider is not responsible for providing elective medical care. Elective medical care is described as medical care which in the opinion of the Provider’s Medical Director and utilization management department is not medically urgent nor threatens life or limb if withheld, nor causes the inmates’ health to deteriorate or cause permanent harm to the inmates’ well-being. It is incumbent that the Provider be aware of community standards which might influence elective medical care. The Provider agrees to wholly indemnify the County from any clinical decisions regarding or criteria used in determining elective medical care.

3.29 Medical Records/Electronic Medical Records (EMR)

The County has issued an RCCP for a new inmate phone service that will contain specifications for a new Jail Management System (JMS). It is anticipated that the successful Proposer for the inmate phone system will propose a JMS that will have an

Electronic Medical Record (EMR) component. Once that Proposer is selected and the JMS system is selected as well, the County will have the opportunity to evaluate the functionality and cost of that EMR component. The County will then be able to compare that to the EMR proposed by the successful Medical Proposer to determine which system will be pursued. Regardless of the system chosen, it shall be incumbent upon the successful Medical Proposer to fully install, utilize, and maintain a state-of-the-art point of service EMR that is in use at other correctional facilities of a similar size and population as the Union County Jail. The successful Medical Proposer may have less involvement if the County chooses the EMR component within the JMS. However, it will be required that the Medical Proposer coordinate the review, selection, installation and implementation of the JMS related component, as well as any upgrades in the future.

Presently UC Jail has an Electronic Medical Records (EMR) system that is proprietary to the current Provider. All medical recordkeeping has been done within this record system. The prescription ordering capability is done through an automated facsimile (fax) ordering system.

A description of the desired and required functions for the EMR that will be submitted by the successful Proposer is as follows:

1. Mandatory EMR Requirements - The mandatory requirements for the proposed EMR system include, but will not be limited to:
 - Health Level 7 (HL7) compliant;
 - Collection of all medical transactions at the point-of-service, including but not limited to, intake screenings, evaluations, orders, prescriptions, lab results, follow-ups, consultations, etc. (Note: backup procedures for batch data entry when the EMR is down will be required);
 - An electronic interface capability with:
 - UCJ's County Correctional Information System (CCIS) for admission, identification, population movement status changes, and photo images;
 - Prescription ordering capability via a Biscom server or like automated facsimile applications;
 - Laboratory, ordering, and results capability which automatically post to an inmate's EMR medical chart;
 - Capability to transfer the inmate's photo image from the County's CCIS system to the EMR system.
 - A Forms Editor software application which provides the capability to create, develop, and modify new medical screens, forms, and/or reports of new, existing, or proposed medical service's needs;
 - A software capability that provides the capability to correct or edit electronic records' interface errors received through the various interfaces;
 - Application software to support various medical services including, but not limited to:
 - Intake operations including nurse screening and provider (physician) evaluations;

- Sick call and urgent/emergent care conditions;
- Infirmary admissions and follow-up processing;
- Specialty care including but not limited to:
 - Mental health
 - Dental
 - OB/Gyn
 - Orthopedic
 - Medication administration records
 - Chronic care and disease management conditions including:
 - Diabetes and endocrine conditions
 - Pulmonary/respiratory conditions
 - Hypertension/cardiac problems
 - Kidney/renal disease, hemodialysis and peritoneal dialysis
 - Seizure disorder and other neurological disorders
 - Cancer/oncology
 - Pain management
 - Infectious diseases such as HIV/AIDS
 - Tuberculosis (separate from infectious disease or pulmonary due to volume)
 - Gastroenterology, including Hepatitis C management

- Development and maintenance of an EMR workflow process manual which identifies step-by-step workflow descriptions, data entry instructions, and screen prints for each EMR application in the system..

2. County Correctional Information System (CCIS) and Juvenile Detention System (JDIS) - Currently, UC Jail utilizes the NJ Administrative Office of the Courts (AOC) County Correctional Information System (CCIS) to admit, track and release offenders to/from the facility. The JDC uses the JJC's Juvenile Detention System (JDIS) to admit, track, and release offenders to/from the facility. The CCIS system collects key identification information including name, CCIS #, SBI #, DOB, housing location changes, and status changes which are needed to track and monitor the inmate's location and correctional status throughout his or her stay.

In order to avoid redundant data entry and the potential for data entry errors into different or multiple computer systems, the proposed Medical provider must develop an interfacing software capability that electronically transfers all of the critical inmate identification, movement, photo imaging, and status information from the CCIS and JDIS systems to their proposed EMR system. The EMR system must be capable of receiving these data on a real-time basis and posting it to the EMR record and to be in continuous synchronization with the CCIS system and /or the JDIS system.

3. EMR Implementation - The proposed Proposer will be responsible to purchase the EMR software and requisite number of site licenses, if any, to fully support the EMR system and its full complement of users. Additionally, the proposed Proposer must purchase the necessary hardware (PCs, printers, servers, fax machine, software, and

interfacing applications) to support the installation and upkeep of the EMR system during the life of the contract.

If the EMR system cannot be installed by the contract commencement date the proposed Proposer must provide a detailed project plan of no longer than one year of duration from the date of contract award which provides system milestones and deliverables for each phase of system implementation utilizing a standard project management methodology. The plan must define the sequential list of project deliverables (phases) including hardware, software, interfacing requirements, who will be responsible for each, and what is required of the proposed Proposer, the UC Jail and the JDC, and the Union County Information Technology Department.

Upon completion of the contract or should the contract be terminated, all EMR equipment, software, and licenses will be the property of the Union County.

In addition to the implementation of the EMR System, additional software modifications may be identified during implementation that may improve the medical workflow processes, efficiency and quality of medical care.

These software modifications will need to be addressed during the first year of the contract period and the provider shall be responsible for providing technical and analytic support to do this.

4. Electronic Interface Requirements - The proposed EMR system must provide the capability to interface with external medical providers, such as pharmacies, laboratories or other healthcare specialists. The proposer and their proposed EMR system must require that all external medical providers who desire to interface with this system be HL7 compliant. All potential bid responders must ensure that their external medical providers utilize the HL7 protocol or be prepared to implement this protocol at no expense to the County.

An EMR chart must be created when a new inmate enters the UC Jail and the JDC systems through an interface with the County's CCIS system and JJC's JDIS system respectively, or whichever JMS that the County may select in the near future. Additionally, there must be an interface capability with any external laboratories, whereby all laboratory results are directly downloaded into the EMR. All external laboratories must be equipped to transmit data electronically into the Union County Jail inmate medical database. Additional interfaces may be developed including hospital discharge summaries, external community halfway centers and specialty consult reports. The proposed Proposer shall cooperate and pay any costs associated with the continued usage and development of these interfaces as they are implemented.

The provider shall train a staff person on each shift (24 x 7) to respond to and address error conditions resulting from the Link Logic Program (or similar interface capability), which identifies mismatched or unmatched electronic medical records processed by various interfaces between CCIS and JDIS systems respectively and an external laboratory (lab results) and the proposed EMR system. The provider staff will be

required to correct the error conditions on their shift or to report them to the Link Logic Coordinator per EMR procedures.

The numbers of EMR terminals in each specific area must be determined by the provider in order to enter all medical transactions at the point of service. Union County Jail and the County IT Department will assess, monitor and evaluate the EMR terminal locations with the provider. The provider will be responsible for purchasing needed or replacement workstations (PC's) and printers, as required.

5. Electronic Medical Record Upgrade(s) - At a minimum, the provider shall fully utilize and cooperate with any upgrading of the EMR and related applications as determined by Union County Jail and the County IT Department.

6. Documentation - The provider shall ensure that qualified healthcare staff documents all healthcare encounters on the appropriate EMR forms (as instructed in the EMR Workflow Manuals) at the point of service. Union County Jail will make every effort to provide access to the EMR at the point of service, but this will not always be possible. The provider is responsible to input all encounters in the EMR even if it is after the encounter has occurred if the patient is treated in an area without a PC/workstation.

Medical records, both EMR and the medical reference file, shall be maintained in accordance with established Union County Jail policy on record retention and shall remain, at all times, the property of Union County Jail, including the use, recording and tracking of the inmate's State Bureau of Identification number (SBI #). The provider shall ensure that all services are properly recorded with the SBI number and/or County Identification # (the CCIS #) or JDIS # in the appropriate inmates' medical records, both electronic and paper/manual, in such manner as to satisfy applicable requirements of governmental and accrediting agencies including Union County Jail, ACA and NCCHC.

7. Information Technology Department and Full Time IT Support - The successful Proposer must have a full time Information Technology (IT) Department as part of its' corporate organizational structure to provide both maintenance and development support. A description of the available support resources available to the Union County Jail for the implementation of an EMR must be provided that gives a full understanding of the resources upon which the County can rely.

The Proposer will, be required to assign staff to work with the EMR software provider, Union County Jail staff, and possibly a technical consultant to define, analyze, maintain, train and support staff to take full use of the EMR system.

The provider will proactively participate, assign staff and resources, as required, to meet all project deliverables and project plan deadlines for the timely implementation of the EMR Medical Software System including, but not limited to:

- Support staff, as needed, to assist in the user requirements development;
- Development of medical workflow processes and documents;
- Development/design of medical forms for existing and new processes;
- Development of medical code tables, definitions and quick-text messages;

- Development of a phased implementation strategy including training, support, and on-site assistance;
- Software modifications to improve efficiency, reduce costs and improve accountability;
- Development of various reports utilizing a Crystal Report capability for workload data, staff monitoring, statistical reporting and CQI reporting, as described in this document;
- Provision of staff and resources for training, including Forms Editor, Link Logic, technical (interface and end-user) and super-user;
- Provision of funding for software licenses as determined by the provider and UC Jail and JDC facility.
- Development of automated performance indicators/measurements and reports; and
- Other functions, as determined by UC Jail and JDC Facility management and the Union County IT Department.

The assigned staff must have the requisite work experience, technical expertise and training to support both the implementation and maintenance of the proposed EMR system and its future development until all phases are fully operational.

8. Training - The provider shall train all of its personnel upon hire including agency staff (if used) and on an ongoing basis. The provider must ensure that all training is documented and approved by the Director or his designee. Provider personnel must comply with Union County Jail and Juvenile Detention Center policies on computer use in areas such as confidentiality, levels of access and individual security access codes. The EMR training program will consist of four major components including (1) in-service, (2) new employee, (3) Link Logic or a similar system (interface software correction) Software and (4) super-user training.

a. In-Service Program

In the event of any new releases, significant program modifications and/or major system enhancements that impact the medical workflow process, the provider staff shall participate in a train-the-trainers course to become aware of the changes. These super-users will be responsible for training and orienting all provider medical staff of the EMR system modifications. Additionally, the provider shall be responsible for conducting a regular EMR in-service training program to keep staff current and up-to-date on the medical applications.

b. New Employee Training

The provider shall develop and provide an EMR new employee training program for all new hires, including agency staff (if used) prior to employment at Union County Jail. The training program, which must be approved by the Director or his designee, shall include, but not be limited to, computer security, logon I.D./access, EMR access, orientation, EMR Workflow Process Manual, navigating through EMR and medical charts/report access. Curriculum must be specialized, according to the professional level of the new employee (i.e., provider, nurse, CCMA, etc.).

c. Link Logic Training -

The provider shall provide a Link Logic (or similar error correction system) Training Program to medical staff to ensure that there is sufficient coverage on every shift, 365 days per year. Link Logic is the EMR Software Application that identifies interface errors between CCIS, an external laboratory (lab results), and the EMR system. A limited number of electronic transactions from CCIS and the external laboratory (lab results) may be received incorrectly, (unmatched or mismatched) at any time and a knowledgeable staff person must be available to correct these on each shift. This training program is to be conducted by the provider's EMR Medical Administrative Support Analyst.

d. Super-user Training

The provider will provide staff to attend a super-user training program conducted by Union County Jail Information Technology Department and the provider's EMR Medical Analyst. The program will include computer security, computer access/logon I.D., set/reset passwords, word and EMR access and medical record confidentiality. The super-users will be responsible for the first line of support to the remaining medical staff, 24 hours a day, 7 days per week, 365 days per year. Additionally, they will act as liaisons to Union County Jail hotline/help desk, as directed by the EMR escalation process.

9. EMR Security Requirements - The provider shall comply with UC Jail and the JDC IT Department's policy on microcomputer security. The provider shall submit to IT, signed computer security access forms to the Director or his designee for all employees at the same time that credentials and security clearance forms are submitted. All new employees, including agency staff hired subsequent to the transition, shall be required to sign the Computer Security Access Form prior to employment with Union County Jail. The provider will be responsible for obtaining the signed and completed Computer Access Security Forms and providing them to the Director or his designee.

10. Downtime Forms - While every effort is made to keep EMR operating continuously, the system may be taken down for maintenance, backup or upgrade. To the extent possible, Union County Jail schedules these activities to occur at times which minimize interference with the provision of healthcare services. EMR users are notified several days in advance of any scheduled downtime. The provider shall keep sufficient supplies of downtime forms available for all scheduled and unscheduled down time. The provider shall use these authorized downtime forms to record all clinical encounters. Further, the provider shall enter all data into the EMR when the system comes back up. The provider shall have a plan of action in the event of unscheduled downtime, which must be approved by the Director or his designee.

11. Scheduled Maintenance - The County of Union plans to continuously maintain, via its IT Department, a program of maintenance and repair for the EMR system and network. The County of Union will continue to evaluate the functioning of the EMR

system for improvements and will notify the provider of future releases, improvements or system modifications.

12. Manual Medical Reference File - A manual medical reference file will be kept on each inmate. In addition to documenting in the EMR, as required, the provider shall ensure that timely, accurate, comprehensive, legible records (with legible, dated and timed signatures, accompanied by a name stamp) are kept on each inmate. All documents that require patient signatures, copies of reports of outside hospitalization, outside consultations and emergency room visits shall be returned to Union County Jail for inclusion in the medical reference file. All documents are to be filed in the medical reference file in a timely manner and their existence in this file must be documented in the EMR.

The provider shall utilize Union County Jail forms and medical reference file jackets and may supplement the record system with others if instituted system-wide and if submitted to and approved by Union County Jail. The provider shall assume all costs related to the maintenance of this medical reference file, including form reproduction and provision of medical reference file jackets.

Any staff member required to make entries in the medical reference file is required to have a name stamp.

The provider will be required to use the inmate's SBI # and/or the County Identification # (the CCIS #) or JDIS # for all medical records, including both the manual and EMR, medical transactions and other medical activities. If the SBI # is unavailable, the County Identification # (CCIS #) or JDIS # is to be used.

13. Record Retention and Record Copying - The provider shall comply with Union County Jail policies regarding the transfer, release and retention of health records. The provider shall be responsible for all duplication costs incurred. The Director or his designee shall determine if the requesting party (inmate or non-inmate) shall be charged for the copies and shall approve any release of inmate medical records.

14. Ownership of the Record - All medical records, both electronic and paper, prepared by the provider are the sole property of Union County Jail. The provider shall be the custodian of all medical records. At the expiration or termination of this Agreement, the custody of such medical records shall be transferred to Union County Jail. During the term of this agreement, Union County Jail's designated representatives shall have access to all medical records in accordance with established Union County Jail protocols.

15. Records for Discharged Inmates - Medical records for discharged patients shall be filed by the inmate's SBI # and/or the County identification # (the CCIS #) or JDIS # and maintained at Union County Jail, according to established Union County Jail policies and procedures. Inmates readmitted shall have their medical reference file pulled from archives for inclusion in the current file upon the most recent admission.

16. Record Access after Termination of Contract - Upon the expiration or termination of this contract, the provider may request access from Union County Jail to the medical records for any reasonable purpose, including, without limitation, preparation for any litigation.

All healthcare records (e.g. paper or electronic) shall remain the property of the County at contract termination.

3.30 Medical Diets

The Provider shall be responsible for ordering all medically necessary diets. The Proposer will not be responsible for religious, preference or any other type of diets.

3.31 Prosthetics

The Provider will be required to provide medically necessary prosthetic devices. These devices are not only designed to replace or augment a missing or impaired body part; but may also be used to support a weak or deformed part of the body. Prosthetics are not strictly limited to glasses and hearing aids.

3.32 Vaccines and Immunizations

The Provider is responsible for providing flu vaccination for all medically at risk inmates. Administration will occur within normal time guidelines set by CDC. The Provider is also responsible for providing tuberculosis screening for all inmates.

3.33 Oxygen

The Provider shall provide and maintain a reserve of oxygen to be available on-site for both emergency response and chronic care or pulmonary crisis. It is recommended a minimum of 48-hours of oxygen be available onsite.

3.34 Inmate Co-Pays

The County charges a nominal fee for medical & dental visits, and prescriptions at UC Jail. The Provider's staff is responsible to process or charge inmates according to policy and procedures on a daily basis. Currency will not be collected and all transactions are performed on UC Jail's management system. The County will be responsible for training appropriate staff on system operation.

3.35 Training

Please include a copy of your nursing new hire orientation checklist, and monthly or quarterly CME training schedule for all licensed full time staff. Nurses are to be IV certified. Budget appropriately for training staff.

From time to time, the Provider may be required to participate in officer training and/or address medical issues in roll call.

3.36 Medical Transportation

The County will provide security as necessary and appropriate in connection with the transportation of any inmate between the facility and any other location for off-site services. The Provider shall coordinate all medical transportation, including ambulance transport for non-911 transport.

3.37 Biohazard / Medical Waste

The Provider shall be responsible for all materials that meet the definition of biohazard / medical waste and shall collect, process, store, and dispose said material in accordance with applicable state and federal regulations. The Provider shall also be responsible for all annual registrations with the N.J. Environmental Protection Agency (EPA) or other state and federal agencies as required.

3.38 Emergency Response Plan

The Provider will have necessary equipment immediately available for on-site emergencies. The Provider's staff will be knowledgeable of and fully trained on emergency response as well as the location of emergency response equipment. A checklist of said equipment shall be created and maintained to document preparedness. Checklist will be monitored on a daily basis and will be an agenda item in the bi-monthly CQIP meetings.

The Provider shall also create and maintain a chest of appropriate medical supplies for mass disaster, and secure same in an agreed upon location within the facility. . Meaningful man-down-drills and mass disaster drills will be practiced in accordance with the County's standards.

3.39 Visitor and Employee Care

The Provider shall provide emergency medical treatment to visitors and County staff as necessary.

3.40 Cooperation with Public Health

The Provider shall cooperate with any and all community public health officials, and any inspections of the County facilities.

3.41 Internships / Students

The Provider shall cooperate and make available internships with community educational/health institutions and provide a meaningful program for clinical students.

Written evaluations and/or recommendations requested from the institution or student shall also be provided.

3.42 Mobilization and Implementation Plan (Transition Plan)

It is essential that the County move forward quickly to finalize the medical services contract. Therefore, the proposer must include as part of its proposal, a mobilization and implementation transition plan for the entire contract, which will include the plan for transitioning from the existing EMR to either the Proposer's proposed EMR or the EMR that is purchased by the County as part of the JMS selection process.

Each component of the transition plan, at a minimum, shall have the following general elements:

- Specific tasks to be accomplished in a logical sequence or order of priority;
- The name of the person, organization or subcontractor (if used) who will assume responsibility for the task(s);
- The deadline or deliverable date associated with each task, including start and end date for each task;
- A description of issues, concerns or other potential obstacles to meet this plan should clearly be identified, as well proposed action to be taken by the Provider to resolve them.
- A milestone chart, project plan matrix and/or Pert Chart, which can provide a conceptual overview of the entire plan;
- A description of what is required of UC Jail/County to effectuate the proposed transition plan.
- Budget and include all start-up costs, corporate wages and travel associated with start-up as line items as required.

3.43 Medical Staff Uniform

All Provider staff on-site shall be appropriately uniformed in scrubs with company logos for identification purposes, and display proper facility issued ID cards at all times. The only exceptions to the rule are the on-site HSA and DON who must be professionally attired with facility ID displayed at all times. Include uniform as a line item in your proposed budget.

3.44 Corporate Visits

The following are the minimum corporate personnel visits for each twelve (12) month contract period and not construed as part of the start-up process. The Proposer shall propose a budget to cover these minimum site visits within the budget travel line item. Other corporate visits are at the discretion of the Provider but the travel expenses are not reimbursable as a pass-through. A copy of your company's customary expense reporting will be submitted with the monthly invoice for authorized travel. Any travel other than budgeted travel for start-up and required visits will not be passed through to

the County. These costs will be borne by the Provider unless specifically authorized by the County. This is to prevent the County from absorbing travel expenses that could be required to resolve site problems that are not the responsibility of the County (e.g. turnover, mismanagement, operational problems, client dissatisfaction, litigation, etc).

1. Regional Manager/Regional Vice-President: 20-visits per 12-month contract: To attend four (4) quarterly MAC & P&T meetings, six (6) of six bi-monthly CQIP meetings, and 10 additional visits.

2. Corporate or Regional Medical Director: 3-visits per 12-month contract: To attend two (2) quarterly MAC meetings and to attend one (1) CQIP meeting. These site visits will also entail meeting /training of site physicians, with a focus on site UR. To present at least two (2) UR topics to nursing staff during site visits.

3. Corporate Information Technology (IT) Director: 12 visits per contract period to oversee the development and maintenance of the Proposer supplied Electronic Medical Record (EMR) system, including the definition of system specifications and requirements for the UC Jail system.

4. Accreditation Specialist: 3 consecutive days on site per 12-month contract to review NCCHC standards compliance and to complete the annual maintenance report (AMR).

5. Director/Vice President of Contracts/Network Development: 2-visits to attend one mid-year and one end of year financial meeting to present on utilization review and contract updates.

6. H.S.A. to Corporate Headquarters: 1-visit not to exceed 3 days for the purpose of budget preparations, training, etc. Visits in excess of this limit for any reason (e.g. turnover, additional training, etc.) will be borne by the Provider.

3.45 Travel

Travel shall be budgeted as two line items, Travel-Start-up Costs and Travel-Required Site Visits (Travel associated with H.S.A. and Medical Director CME to CCHC conferences will be budgeted in Travel-Required Site Visits.

1. Travel-Start-up Costs: All travel associated with contract start-up (airfare, mileage, accommodations, meals, per diem, etc.) shall be disclosed and listed as a line item in Travel - Start-up Costs. Budget any and all travel associated with start-up to include all site visits, initial recruitment, training, orientation, client briefing on preparations, go-live, etc. Provider will pass through all travel costs associated with the site start-up, not to exceed the amount the Provider has budgeted. If Salaries/Wages of the corporate start-up team are to be charged to the County, they will be included on the budget and budget worksheets.

2. Travel-Required Site Visits: The following site visits are required of the Provider and must be budgeted. All travel associated with Travel-Required Visits (airfare, mileage, accommodations, meals, per diem, etc.) shall be budgeted as a line item in Travel – Required Visits. Provider will pass through all travel associated with required visits not to exceed the total amount the Proposer has budgeted. If Salaries/Wages of the corporate visitors are to be charged to the County, they will be included on the budget and budget worksheets.

A copy of your company's customary expense reporting will be submitted with the monthly invoice for authorized travel. Any travel other than budgeted travel for start-up and required visits will not be passed through to the County. These costs will be borne by the Provider unless specifically authorized by the County. This is to prevent the County from absorbing travel expenses that could be required to resolve site problems not the responsibility of the County (e.g. turnover, mismanagement, operational problems, client dissatisfaction, litigation, etc.).

3.46 Medical Policies and Procedures

The Provider will have at a minimum, generic operational policies and procedures in place on the day of contract start-up. All policies and procedures will become site specific within 90-days of start-up. The Contract Monitor will review all policies and procedures prior to submission for the ACO and the Jail Director's approval and signature. Medical policies and procedures will be detail oriented to the point a new hire could follow the procedures and successfully adhere to the policy. Policies and procedures will address the standards of NJDOC, JJC, ACA, NCCHC and any applicable laws in a single manual.

3.47 Required Reports to the Jail Director and the Superintendent of the JDC

The following reports are examples of data reports that will be required for both the adult and the juvenile populations including but not limited to:

A. Monthly

- Health Services Statistical Summary including but not limited to:
 - Adults/Juveniles seen at sick call
 - Adults/Juveniles seen by physician
 - Adults/Juveniles seen by dentist
 - Adults/Juveniles seen by psychiatrist
 - Adults/Juveniles Hospital admissions
 - Adults/Juveniles Transfers to off-site hospital emergency treatment
 - Adults/Juveniles Medical specialty consultation referrals
 - Adults/Juveniles Intake medical screening
 - Adults/Juveniles Diagnostics studies
 - Adults/Juveniles Communicable disease reporting
 - Adults/Juveniles Suicide data (i.e. attempts, deaths, responses)

- Review all adult/juvenile complaints, adult/juvenile satisfaction data, incidents and other exceptions with action plans for prevention and service improvements.
- In house Medical Services cost report for adults/juveniles.
- Outside Medical Services cost report for adults/juveniles.

B. Annual

- Summary of Monthly statistics.
- Peer Review Report with action plans for corrective action and health service advancements.

C. Special Events/Incidents

The Jail Director or his designee(s) and/or the Superintendent of the JDC or his designee(s) must be contacted immediately in all cases where special events or incidents occur and a written report must be submitted within 24 hours which shall include detail documentation of the incident or special event, analysis of contributing factors and action plans for preventative steps to address the problem. Such reporting will include but not be limited to the following.

- Instances where initial intake and/or physical examinations were not conducted in accordance with the units licensing standards.
- Cases where medications distribution was not completed within the scheduled time.
- Instances where adults/juveniles who signed up for Doctor Call or other such services were not seen.
- Instances where delays in adult/juvenile movement delayed or disrupted the timely provision of services.
- Instances where inappropriate requests for medication or medical services were made, by adult and/or Juvenile Detention Center workers.

Thorough reports must be made regarding all instances of suicide, or attempted suicide. These reports must document all known circumstances leading up to the incident, response actions and final results. Thorough analysis and proposed action plans for prevention and response to future incidents must be detailed.

D. On Demand Reports

Special Reports as requested by the Jail Director or the Superintendent of the JDC.

E Medical Policies and Procedures

A copy of the Provider's medical policies and procedures shall be provided to the Jail's Policy & Procedure unit, preferably on disk or jump drive.

3.48 Translation and Language Interpretation Services for Adult and/or Juvenile Facilities (English/Spanish and other Language Services)

When needed, medical services will be provided by bilingual (example: Spanish) services providers or with the assistance of foreign language speaking health care

workers who are qualified to translate to medical service providers. Additionally, language interpretation services must be provided for all adult/juvenile languages. Telephone based interpretation services (including TTY) shall be provided by the Provider.

3.49 Change in Scope of Work

The County may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract management fee, or in the time required for performance of the work, an adjustment will be authorized by amendment. The County may also at any time issue a change order (according to applicable state/county purchasing procedures) to make changes in the details or service level of work performed. The Provider shall proceed with the performance of any changes in the work so ordered by the County, pending an agreement between the parties or a judicial decision establishing the increase or decrease in compensation due to the Provider and/or other appropriate changes to the contract.

MANDATORY DOCUMENTATION (FORMS)

CHECKLIST

each **Proposer** must complete this form, initial each entry, and return with proposal

1. _____ RCCP Cost Proposal Sheets (**Appendix B**)
2. _____ RCCP Staffing Matrix (**Appendix C**)

Forms

1. _____ RCCP Document Submission Checklist
2. _____ Acknowledgement of Receipt of Addenda (if addenda(um) received)
3. _____ Proposer Signature Page (fill out completely)
4. _____ State of New Jersey Business Registration Certificate
5. _____ Stockholder Disclosure Certification (2 pages – filled out completely)
6. _____ Non-Collusion Affidavit (fill out completely)
7. _____ Affirmative Action Requirement
8. _____ Americans with Disabilities Act form
9. _____ List of Subcontractors (if any)
10. _____ Disclosure of Investment Activities in Iran

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned PROPOSER hereby acknowledges receipt of the following Addenda(s):

Addendum Number Dated Acknowledge Receipt
(Initial)

_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of PROPOSER)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

A signature required only in the case of addenda being issued for this RCCP.

PROPOSER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the RCCP under **exact title** of the trade name, partnership, or proprietorship, and the RCCP must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.

2. If a **Corporation**, the RCCP must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.

3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the RCCP documents (pages).

4. The Person who signs this RCCP form **must also sign** the **Non-Collusion Affidavit**.

5. You **cannot** witness your own signature.

NAME OF PROPOSER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF PROPOSER

TELEPHONE: _____

PRINT NAME AND TITLE
CORPORATE SECRETARY
FAX: _____

EMAIL: _____

BY: _____

DATE: _____

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR PROPOSAL AS NON-RESPONSIVE.

BUSINESS REGISTRATION

Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the PROPOSER's business registration prior to the award of a contract. However, the proof must show that the PROPOSER was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of this RCCP.

If subcontractors are named in the proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the PROPOSER, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of this RCCP.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	2004-01-01-11-2823533

ATTACH BRC HERE

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the PROPOSER/respondent to submit the required information is cause for automatic rejection.

CHECK ONE

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF PROPOSER: _____

Check the box that represents the type of business organization:

___ Partnership ___ Corporation ___ Sole Proprietorship ___ Limited Partnership
___ Limited Liability Corporation ___ Limited Liability Partnership ___ Subchapter S Corporation

Complete if the PROPOSER/respondent is one of the 3 types of corporations:

Date Incorporated _____ Where Incorporated _____

BUSINESS ADDRESS:

Street Address City State Zip Code

Telephone # Fax #

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the RCCP or accompanying the RCCP of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

PROPOSERS are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the PROPOSER to submit the required information is cause for automatic rejection of the proposal.

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

list Sign and notarize the form below, and, if necessary, complete the stockholder below.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Proposer Company is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this _____ day of _____, 20____

_____ (Affiant)

_____ (Print name & title of affiant)

 (Notary Public) (Corporate Seal);

My Commission expires:

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF _____

SS:

COUNTY OF _____

I, _____ of the City of _____

In the County of _____ and the State of _____

Of full age, being duly sworn according to law, on my oath, depose and say that: I am

_____ of the firm of _____,

the PROPOSER making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said PROPOSER has not, directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free, competitive contract proposal in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the **COUNTY OF UNION, NEW JERSEY** relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____(N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before
me this _____ day of _____, 20____.

Notary Public of the State of _____

My Commission expires: _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the RCCP form for the PROPOSER should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR RCCP WILL BE REJECTED.

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

Procurement, Professional & Service Contracts

All successful Proposers must submit within seven (7) days of the notification of award but prior to the execution of a contract, one of the following:

:

PLEASE CHECK ONE

A photocopy of your Federal Letter of Affirmative Action Plan Approval
OR

A photocopy of your Certificate of Employee Information Report
OR

A completed Affirmative Action Employee Information Report (AA302)

If successful Proposer does not submit the affirmative action document within the seven days the County of Union will declare the Proposer as being non-responsive and award the Contract to the next eligible PROPOSER.

Print or type FIRM NAME here

Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

Print or type NAME and TITLE here

Print or type DATE

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name _____ (please print or type)

Signature _____ Date _____

Name of Proposer _____

LIST OF SUBCONTRACTORS

CHECK THIS BOX IF NO SUBCONTRACTORS WILL BE USED TO PERFORM THE WORK

Company Name: _____

Address: _____

Telephone: _____ Sub-contract Amount: \$ _____

Specific Scope of Work Sub-contracted: _____

License No#: _____

+++++

Company Name: _____

Address: _____

Telephone: _____ Sub-contract Amount: \$ _____

Specific Scope of Work Sub-contracted: _____

License No#: _____

+++++

Company Name: _____

Address: _____

Telephone: _____ Sub-contract Amount: \$ _____

Specific Scope of Work Sub-contracted: _____

License No#: _____

+++++

The PROPOSER is advised that any change of subcontractor(s) from ones listed herein is subject to the County's approval. Change of subcontractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

The undersigned PROPOSER certifies and declares that the subcontractors listed above shall be used as subcontractors to complete certain portions of the work in this project.

DATE: _____ WITNESS ADDRESS: _____ NAME OF PROPOSER

BY: _____
ORIGINAL SIGNATURE ONLY PRINT NAME AND TITLE

IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND ATTACH TO THE PROPOSAL PACKAGE.

COUNTY OF UNION NEW JERSEY
Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Bidder/Offeror: _____

Pursuant to Public law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror
Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that Union County is relying on the

information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Union County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name(Print) _____ Signature _____

Title _____ Date: _____

COST PROPOSAL SHEET JANUARY 1, 2015- DECEMBER 31, 2015

Salaries / Wages:

Salaries/Wages	\$	
Fringe Benefits	\$	
Employee Orientation and Recruitment	\$	
Sub-total: \$		

Professional Fees:

Sub-total: \$ _____

Outside Services:

Hospitalization	\$	
Emergency Department	\$	
Ambulance	\$	
Other	\$	
Sub-total: \$		

Outpatient Services:

Physician/Specialty	\$	
One Day Surgery	\$	
Radiology	\$	
Dialysis	\$	
Other	\$	

On-site Services:

Specialty Clinics	\$	
X-Ray and Ultrasound	\$	
Other	\$	

Pharmacy

Sub-total: \$ _____

Laboratory:

Sub-total: \$ _____

Supplies and Other:

Sub-total: \$ _____

Administrative Costs:

Sub-total: \$ _____

Administrative Costs:

Sub-total: \$ _____

Electronic Medical Records Cost

Start-up	\$	
Software Maintenance	\$	

Sub-total: \$ _____

Travel:

Sub-total: \$ _____

Start-up Costs:

Sub-total: \$ _____

Other:

Sub-total: \$ _____

Management Fee:

Sub-total: \$ _____

TOTAL OPERATING BUDGET FOR 1/1/15 - 12/31/15 \$ _____

PHARMACY DETAILED COST PROPOSAL

Brand Name	
Rx Drugs po	AWP (Minus _____ %) Plus Dispensing Fee Per Rx of _____
Rx IM, SQ	AWP (Minus _____ %) Plus Dispensing Fee Per Rx of _____
OTC and Stock	AWP (Minus _____ %) Plus Dispensing Fee Per Rx of _____
Generics	
Rx Drugs po	AWP (Minus _____ %) Plus Dispensing Fee Per Rx of _____
Rx IM, SQ	AWP (Minus _____ %) Plus Dispensing Fee Per Rx of _____
OTC and Stock	AWP (Minus _____ %) Plus Dispensing Fee Per Rx of _____
Cost of Sample Top 100 Meds	\$ _____

SALARY AND WAGE WORKSHEET

POSITION:	SALARY (Per Hour) HOUR)	HRS PER WEEK	SHIFT DIFF	FRINGE BENEFITS
-----------	-------------------------------	-----------------	---------------	--------------------

DAY SHIFT

SUB-TOTAL: \$ _____ \$ _____ \$ _____

EVENING SHIFT

SUB-TOTAL: \$ _____ \$ _____ \$ _____

NIGHT SHIFT

SUB-TOTAL: \$ _____ \$ _____ \$ _____

TOTAL SALARIES AND WAGES \$ _____

PROFESSIONAL FEES WORKSHEET

LIST ALL PROFESSIONALS AND RATES OF PAY

PROFESSIONAL	HOURS PER WEEK	RATE OF PAY
--------------	----------------	-------------

TOTAL: \$ _____

OUTSIDE SERVICES WORKSHEET

HOSPITALIZATION

PROJECTED TRIPS	PROJECTED COST PER TRIP	MEDICAID OFFSET ANTICIPATED
------------------------	--------------------------------	------------------------------------

SUB-TOTAL: \$ _____

EMERGENCY DEPARTMENT

PROJECTED TRIPS	PROJECTED COST PER TRIP	MEDICAID OFFSET ANTICIPATED
------------------------	--------------------------------	------------------------------------

SUB-TOTAL: \$ _____

AMBULANCE

PROJECTED TRIPS	PROJECTED COST PER TRIP	MEDICAID OFFSET ANTICIPATED
------------------------	--------------------------------	------------------------------------

SUB-TOTAL: \$ _____

OTHER

PROVIDE DESCRIPTION	PROJECTED COST OF CARE	MEDICAID OFFSET ANTICIPATED
----------------------------	-------------------------------	------------------------------------

TOTAL PROJECTED COST: \$ _____

OUTPATIENT SERVICES WORKSHEET

PHYSICIAN/SPECIALTY

ANTICIPATED # TRIPS PROJECTED RATES PROJECTED COSTS

SUB-TOTAL: \$ _____

ONE-DAY SURGERY

ANTICIPATED # CASES PROJECTED RATES PROJECTED COSTS

SUB-TOTAL: \$ _____

RADIOLOGY

ANTICIPATED # CASES PROJECTED RATES PROJECTED COSTS

SUB-TOTAL: \$ _____

DIALYSIS

ANTICIPATED # CASES PROJECTED RATES PROJECTED COSTS

SUB-TOTAL: \$ _____

OTHER (PLEASE DESCRIBE)

ANTICIPATED # CASES PROJECTED RATES PROJECTED COSTS

SUB-TOTAL: \$ _____

ON-SITE SERVICES WORKSHEET

SPECIALTY CLINICS (LIST)

CLINIC	PROJECTED VISITS	COST
--------	------------------	------

X-RAY AND ULTRASOUND	PROJECTED VISITS	COST
----------------------	------------------	------

OTHER (PLEASE DESCRIBE)	PROJECTED VISITS	COST
-------------------------	------------------	------

LABORATORY WORKSHEET

PLEASE PROVIDE LAB FORMULARY AND PROJECTED COST

SUPPLIES AND OTHER WORKSHEET

PLEASE LIST PROJECTED SUPPLIES THAT WILL BE REQUIRED AND PROJECTED COST FOR THOSE ITEMS THAT WILL EXCEED \$1,000

ADMINISTRATIVE COSTS WORKSHEET

PLEASE PROVIDE A LIST OF ALL ADMINISTRATIVE COSTS INCLUDED IN YOUR PROPOSAL

ELECTRONIC MEDICAL RECORDS COST WORKSHEET

START UP COSTS

PLEASE DETAIL THE COSTS THAT ARE ASSOCIATED WITH THE MAJOR MILESTONES INVOLVED IN THE START UP OF THE EMR. THIS SHOULD INCLUDE THE COST OF TEMPORARY STAFF (IF ANY) HIRED NEW OR AS PART OF THE VENDOR'S CORPORATE STAFF. THIS SHOULD TIE IN WITH THE SALARIES AND WAGES LIST OF POSITIONS.

SOFTWARE MAINTENANCE

PLEASE DETAIL THE COSTS THAT ARE TO RECURR EVERY YEAR DURING THE CONTRACT TERM. THIS SHOULD INCLUDE ANY NEW STAFF THAT MUST BE HIRED BY THE VENDOR TO MAINTAIN THE EMR DURING THE COST OF THE CONTRACT AND SHOULD ONLY REFLECT THE AMOUNT OF TIME THAT THEY WILL BE ASSIGNED TO THE UNION COUNTY CONTRACT. THIS SHOULD ALSO TIE IN WITH THE SALARIES AND WAGES LIST OF POSITIONS.

TRAVEL WORKSHEET

PLEASE LIST THE EXPENSES INVOLVED WITH THE START UP OF THE CONTRACT

PLEASE LIST THE COSTS OF THE REQUIRED AND ALLOWABLE TRAVEL AS CALLED FOR IN THE SPECIFICATIONS AND DETAIL THOSE TRAVEL INSTANCES

START UP COSTS WORKSHEET

PLEASE DELINEATE THE START UP COSTS FOR THE CONTRACT OTHER THAN THOSE PREVIOUSLY LISTED FOR TRAVEL AND THE ELECTONIC MEDICAL RECORD.

OTHER COSTS WORKSHEET

PLEASE LIST ANY OTHER COSTS ANTICIPATED, THAT ARE NOT LISTED ON THE PREVIOUS WORKSHEETS. PLEASE BE SPECIFIC AND PROVIDE AN EXPLANATION AS TO WHY THE COST IS REQUIRED.

MANAGEMENT FEE WORKSHEET

PLEASE PROVIDE ANY EXPLANATION REGARDING YOUR PROPOSED MANAGEMENT FEE AND WHAT THAT FEE MAY COVER THAT IS NOT INCLUDED IN THE PREVIOUS WORKSHEETS.

PHARMACY WORKSHEET

Pharmacy Pricing Sheet

	MEDICATION	# Rx	Qty.	Cost per Unit	Total Cost / Sample Med
1	traZODone 100mg Tablet	1328	57633		
2	Guiatuss 100mg/5ml Syru	15	48262		
3	DiphenhydrAMINE 50mg Cap	1267	43196		
4	Mi-acid Max Strength Liq	6	34080		
5	Milk Of Mag Susp	4	34056		
6	Ranitidine 150mg Tablet	576	33504		
7	DiphenhydrAMINE 25mg Cap	476	31464		
8	TraZODone 150mg Tablet	926	30095		
9	Bismatrol 262/15ml Susp	7	23600		
10	DiphenhydrAMINE 25MG Cap(23	21600		
11	IBUPROFEN 600MG TAB (30)	22	18900		
12	Divalproex EC 500mg Tab	355	18752		
13	Enalapril 10mg Tablet	424	18570		
14	Phenytoin 100mg Cap	206	17643		
15	Nystatin Suspension	3	17028		
16	metFORMIN 500mg Tab	273	15360		
17	Apap 325mg tab (30)	15	14850		
18	Bacitracin Zinc Ointment	18	14700		
19	Ibuprofen 400mg Tablet	15	14700		
20	Chlorpheniramine,4mg (30)	16	14400		
21	Guaifenesin 100/5ml Sol	1	14190		
22	Vitamin A & D Oint U/D	5	13680		
23	Hctz 25mg Tablet	453	13565		
24	Docusate Sod 100mg Cap	231	13010		
25	Omeprazole 20mg Capsule	390	12432		
26	Ranitidine Hcl 150mg Tab	15	11850		
27	Lactulose 10gm/15ml Syr	1	11352		
28	Aspirin 81mg Chew Tab	352	10485		
29	Acetaminophen 325mg Tab	7	10450		
30	FLUoxetine 20mg Capsule	237	10397		
31	Hydrocortisone 1% Cream	25	10052		
32	Mirtazapine 15mg Tablet	352	10009		
33	ChlorproMAZINE 50mg Tab	195	9640		
34	Apap 500mg tablet (30)	10	9150		
35	Mirtazapine 30mg Tablet	278	9037		
36	One Daily Tablet	294	8745		
37	Apap 325mg tab (30)	9	8400		
38	Divalproex EC 250mg Tab	132	7991		

Pharmacy Pricing Sheet continued

39	Risperidone 2mg Tablet	227	7953		
40	Lisinopril 10mg Tablet	236	7140		
41	Sertraline 50mg Tablet	151	7069		
42	Gabapentin 100mg Capsule	77	6990		
43	Ventolin HFA Inhaler	41	6768		
44	HydrOXYzine Pam 25mg Cap	98	6701		
45	HydrOXYzine Pam 50mg Cap	135	6383		
46	Citalopram 20mg Tablet	186	6121		
47	metFORMIN 1000mg Tab	109	6054		
48	traZODone 100mg Tablet	12	6000		
49	Monoject 1cc 29gsaf Syr	2	6000		
50	BD Tb 26g 1cc 3/8in	4	5800		
51	Naproxen 250 Mg Tab-30	7	5700		
52	Hydrocerin Cream	48	5537		
53	cloNIDine 0.1mg Tablet	98	5450		
54	ChlorproMAZINE 100mg Tab	147	5310		
55	cloNIDine 0.2mg Tablet	74	5310		
56	Amoxicillin 500mg Cap	12	5280		
57	ChlorproMAZINE 25mg Tab	92	4950		
58	HCTZ 12.5mg Capsule	164	4925		
59	Aspir-low 81mg EC tablet	166	4902		
60	Lithium Carb 300mg Caps	84	4890		
61	Metoprolol 50mg Tablet	95	4857		
62	Calc. Antac Assort Tab-30	8	4800		
63	Lisinopril 20mg Tablet	151	4735		
64	Gabapentin 300mg Capsule	85	4680		
65	Metformin 500mg tab (30)	10	4680		
66	Metoprolol 25mg Tablet	95	4602		
67	IBUPROFEN 200MG TAB (30)	6	4530		
68	Haloperidol 5mg Tablet	107	4515		
69	Aspir- 81mg chew tab -30	7	4350		
70	Kaletra 200/50mg Tablet	37	4280		
71	Enalapril 10mg Tablet	8	4200		
72	Omeprazole 20mg Caps (30)	5	4200		
73	Zyprexa 10mg Tablet	114	4140		
74	Benz Peroxide 5% Gel	14	4140		
75	amLODIPine 10mg Tablet	135	4050		
76	cloNIDine 0.1mg Tab(30)	6	3900		
77	Clonidine 0.1mg tab(30)	8	3900		
78	Cdp 25mg Capsule	12	3840		
79	BD Saf-glide 29g 1cc Syr	4	3800		
80	Phenytoin 100mg Caps(30)	8	3750		
81	HCTZ 25mg Tablet	9	3750		
82	Naproxen 250 Mg Tablet	4	3750		
83	glipiZIDE 10mg Tablet	68	3660		

Pharmacy Pricing Sheet continued

84	Clobetasol 0.05% Cream	81	3645		
85	Penicillin VK 500mg Tab	8	3600		
86	Sulfatrim ds tab (30)	7	3600		
87	Mineral Oil (heavy)	6	3570		
88	Perphenazine 4mg Tablet	84	3536		
89	Naproxen 500mg Tab	94	3512		
90	Risperidone 1mg Tablet	96	3492		
91	traZODone 50mg Tab(30)	7	3450		
92	Valproic Acid 250mg/5ml	5	3311		
93	Docusate Sod 100mg Cap 30	7	3300		
94	Naproxen 250 Mg Tab-30	3	3300		
95	Vandazole Vag 0.75% Gel	5	3290		
96	Gabapentin 100mg Cap	6	3150		
97	Perphenazine 8mg Tablet	75	3114		
98	Divalproex *ER* 500mg Tab	40	3051		
99	Chlorpheniramine 4mg Tab	3	3000		
100	Sertraline 100mg Tablet	96	3000		
				Total \$ Cost	

COMPREHENSIVE INSTITUTIONAL HEALTHCARE SERVICES STAFFING MATRIX

The County of Union is reminding the Proposers, that this final Staffing Matrix must be used in preparing your estimates of the staffing costs. All back-up for all positions must be included in the Worksheets which are provided. The County reserves the right to make final staffing determinations with the selected proposer in order to ensure that it has the most efficient and appropriate staffing plan for the provision of medical and mental health services to the inmates of the Union County Jail and the residents of the Union County Juvenile Detention Facility.

ADMINISTRATIVE POSITIONS	HOURS TO BE WORKED							TOTAL HOURS	FTE
	SUN	MON	TUES	WED	THUR	FRI	SAT		
HEALTH SERVICES ADMINISTRATOR	OC	8	8	8	8	8	OC	40	1.0
**PHYSICIAN	OC	6	7	7	7	6	OC	33	0.83
**DIRECTOR OF NURSING	OC	8	8	8	8	8	OC	40	1.0
**MEDICAL DIRECTOR/PHYS.	OC	8	8	8	8	8	OC	40	1.0
MEDICAL RECORDS CLERK		8	8	8	8	8		40	1.0
UNIT CLERK	8	8	8	8	8	8	8	56	1.4
DENTIST	OC	TBD					OC	24	0.6
DENTAL ASSISTANT		TBD					OC	24	0.6
PSYCHIATRIST	OC	TBD						35	0.88
MENTAL HEALTH COUNSELOR		8	8	8	8	8		40	1.0
MEDICAL ADMINISTRATIVE SUPPORT		8	8	8	8	8		40	1.0
INFECTION CONTROL RN		8	8	8	8	8		40	1.0
CUSTODIAN		8	8	8	8	8		40	1.0
SUB-TOTALS	8	78	79	79	79	78	8	492	12.31

NURSING STAFF POSITIONS	HOURS TO BE WORKED							TOTAL HOURS	FTE
	SUN	MON	TUES	WED	THU	FRI	SAT		
DAYS									
* RN	8	8	8	8	8	8	8	56	1.4
*LPN	40	40	40	40	40	40	40	280	7.0
*NP/PA	8						7	15	0.38
SUB-TOTAL	56	48	48	48	48	48	55	351	8.78
EVENINGS									
* RN	8	8	8	8	8	8	8	56	1.4
*LPN	40	40	40	40	40	40	40	280	7.0
MENTAL HEALTH COUNSELOR						6		6	0.15
NP/PA	8	8	8	8	8	8	8	56	1.4
SUB-TOTALS	56	56	56	56	56	62	56	398	9.95

NIGHTS									
RN	8	8	8	8	8	8	8	56	1.4
LPN	16	16	16	16	16	16	16	112	2.8
SUB-TOTALS	24	24	24	24	24	24	24	168	4.2

TOTAL	144	206	207	207	207	212	143	1,409	35.23
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JUVENILE DETENTION CENTER

POSITIONS	HOURS TO BE WORKED							TOTAL HOURS	FTE
	SUN	MON	TUES	WED	THUR	FRI	SAT		
PHYSICIAN		2	2	2	2	2		10	.25
RN		8	8	8	8	8		40	1.0
LPN	16	16	16	16	16	16	16	112	2.8
PSYCHIATRIST		2		2		2		6	.15
PSYCHIATRIC SOCIAL WORKER (MSW)		16	16	16	16	16		80	2.0
PSYCHIATRIC SOCIAL WORKER		16	16	16	16	16		80	2.0
MENTAL HEALTH SCREENER		8	8	8	8	8		40	1.0
SUB-TOTALS	16	68	66	68	66	68	16	368	9.2

SPECIALTY CLINICS

POSITIONS	HOURS TO BE WORKED							TOTAL HOURS	FTE
	SUN	MON	TUES	WED	THUR	FRI	SAT		
OB/GYN	TBD							4	0.1
ORTHOPEDICS	TBD							2	0.05
ORAL SURGEON	TBD							2	0.05
OPTOMETRY	TBD							2	0.05
SUB-TOTALS	TBD							10	0.25