



**REQUEST FOR PROPOSAL
BREVARD COUNTY SHERIFF'S OFFICE
700 Park Avenue, Titusville, Florida 32780
Sheriff Wayne Ivey**

Central Logistics Unit – Purchasing Division
Brevard County Sheriff's Office
160 Doler Lane
Cocoa, Florida 32927

Title: INMATE MEDICAL AND BEHAVIORAL HEALTH SERVICES	Number: 2023-02	Contacts: Purchasing Administrator: Nilsa Andres 321-794-6401 Email: nilsa.andres@bcso.us
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GENERAL CONDITIONS

All Proposers (the terms “Proposers,” “Bidders,” and “Vendor” are used interchangeably herein) must adhere to the time constraints of this Request for Proposal (herein sometimes referred to as RFP). Proposals received after the Formal Proposal Opening date and time will not be considered.

The Sheriff of Brevard County reserves the right to waive minor formalities in this proposal, to accept any proposal which may be considered to be in the best interest of the citizens of Brevard County as well as the Brevard County Sheriff's Office, and to reject any part of, or all proposals.

Award may be made on a single item or a group of items (see Specifications for details).

The Sheriff of Brevard County reserves the right to extend any and all dates and quantities thereof with notification to the vendor.

Award of proposal will be posted on www.demandstar.com and www.vendorregistry.com.

The Brevard County Sheriff's Office main objective in procurement is to expend allocated budgeted monies conservatively while serving the citizens of Brevard County to the best of its ability. Therefore the proposal will be awarded not necessarily to the lowest Proposer but to the vendor who will best assist the Brevard County Sheriff's Office in this effort to meet its commitments and requirements

All goods and services requested in the specifications shall be delivered in good and new condition and FOB Destination, inside delivery, unless otherwise specified.

Any and all questions shall be in writing and directed to the Purchasing Administrator who will respond to all vendors who have notified this office with intent to submit a proposal.

PROPOSAL CORRESPONDENCE

All correspondence regarding this Request for Proposal should be directed to the Brevard County Sheriff's Office using the information shown below. All correspondence must reference the RFP title and number and contact information.

The contact for this RFP is:

Nilsa Andres, Purchasing Administrator
E-Mail: nilsa.andres@bcso.us
Telephone: 321-794-6401
Fax: 321-633-0200

All communications and document submissions for this RFP should be identified by the RFP title and number and directed to:

Brevard County Sheriff's Office
Central Logistics Unit – Purchasing Division
160 Doler Lane
Cocoa, Florida 32927

Please refer to all portions of this RFP for additional information.

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SECTION I – INMATE MEDICAL AND BEHAVIORAL HEALTH SERVICES RFP 2023-02
TERMS AND PROVISIONS

1. PURPOSE

The purpose of these provisions is to describe the requirements for this Request for Proposal. It must be understood that the quantities specified represent the Brevard County Sheriff's Office best estimate of the quantities which may be ordered under this proposal, but should the demand decrease or for any other reason the full amount is not ordered, the Brevard County Sheriff's Office assumes no liability for the portion of this estimate not ordered.

2. ADVERTISEMENT OF RFP

The Brevard County Sheriff's Office will advertise the Request for Proposal on the Internet at www.demandstar.com, www.vendorregistry.com and *Trader Jake's*. A link can be found at www.brevardsheriff.com, the Brevard County Sheriff's Office web page.

3. ISSUANCE OF RFP

This RFP can be obtained by following the instructions on the Brevard County Sheriff's web page at www.brevardsheriff.com, www.demandstar.com, www.vendorregistry.com or by contacting Nilsa Andres, Purchasing Administrator for the Brevard County Sheriff's Office at (321) 794-6401, E-mail nilsa.andre@bcso.us. The Brevard County Sheriff's Office is not responsible for late or non-delivery of mail. Any reference to time will be based on Eastern Standard Time (or, if applicable, Eastern Daylight Savings Time).

4. ACCEPTANCE FORM-APPENDIX A

The Acceptance Form found in Appendix A shall be signed by an authorized representative of the organization, dated and returned to the Purchasing Administrator by personal delivery, facsimile, registered or certified United States mail, postage prepaid, return receipt requested, or email by the date stated on SECTION II-SCHEDULE OF EVENTS. This process is intended to ensure that the Proposer is placed on the procurement distribution list for this RFP, notification of the mandatory vendor conference, written responses to questions, any Request for Proposal amendments, and all questions forwarded to the Purchasing Administrator relative to this RFP. Failure to submit the Acceptance Form-Appendix A by the date stated on SECTION II-SCHEDULE OF EVENTS may result in the proposal being disqualified.

5. WRITTEN QUESTIONS

Potential Proposers may submit written questions as to the intent or clarity of this RFP by the date stated on SECTION II-SCHEDULE OF EVENTS. All written questions must be addressed to the Purchasing Administrator of the Brevard County Sheriff's Office and reference the RFP title and number. Answers to all questions received will be subject to general distribution to all Proposers who have returned the Acceptance Form-Appendix A by the date stated on the Schedule of Events.

6. RFP ADDENDUMS

The Brevard County Sheriff's Office shall issue a formal addendum if substantial changes which impact the submission of proposals are required. Any such addenda shall be binding on the Proposers and shall become a part of the solicitation document. In the event of conflict with the original specifications, the provisions of the addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified. No interpretation of the meaning of the specifications or other contract documents will be made orally to any Proposer. Any verbal representations made by Brevard County Sheriff's Office personnel or their representatives, which differ from any portion of the specifications, shall not be relied upon unless subsequently ratified by a formal written addendum.

7. PROPOSAL CRITERIA

In upholding the best interest of the Brevard County Sheriff's Office, it is determined that in awarding the proposal(s) of services for this Request for Proposal, the Proposer who is ultimately awarded the proposal must have a proven record in the specified fields. This being the case, the low Proposer will not necessarily be awarded the RFP. Consideration will be given to the following criteria:

- The reputation of the Proposer.
- Proposer's experience for services required.
- The ability of the Proposer to complete work within the time constraints of this RFP.
- The implementation by the Proposer of a Drug Free Workplace.
- The financial stability of the Proposer.
- Other similar projects completed by the Proposer in the past.
- A clear response to technical specifications, requirements, and criteria.
- A clear outline by which the Proposer intends to fulfill the requirements and criteria.

The Brevard County Sheriff's Office reserves the right to reject any and all proposals or any part of a proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project that may include

portions of the originally proposed project as the Sheriff, in the exercise of his sole and unfettered discretion, may deem necessary. No proposal shall be accepted from, or awarded to, any Proposer, if there is pending or threatened litigation involving such Proposer in which a claim is made that the Proposer provided or furnished materially defective workmanship or materials to the Brevard County Sheriff's Office or that Proposer failed to substantially comply with this Request for Proposal specifications or proposal terms and conditions. Proposers may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP. The Sheriff or the Sheriff's designee may, at his/her option, interview Proposers submitting proposals prior to award.

8. PROPOSAL SUBMISSIONS

All proposals must be submitted in a sealed envelope, **distinctly** marked on the outside as follows:

Inmate Medical and Behavioral Health Services RFP 2023-02

Brevard County Sheriff's Office
Central Logistics Unit – Purchasing Division
160 Doler Lane
Cocoa, FL 32927

Each proposal must clearly indicate the Proposer's name and address on the outside of the package. It is the responsibility of the Proposer to ensure delivery of the proposal to the Brevard County Sheriff's Office on or before the stated date and time. The Brevard County Sheriff's Office is not responsible for delays in receipt caused by any method of delivery the Proposer has chosen. The Proposer will be responsible for reading and understanding completely the requirements in the specifications contained in the RFP. Proposals will not be accepted after the date and time specified for receipt.

9. FORMAL PUBLIC OPENING OF PROPOSALS

Sealed proposals will be received up until the date and time of the formal proposal opening. The proposal opening will take place at the Brevard County Sheriff's Office Central Logistics Unit, 160 Doler Lane, Cocoa, FL 32927. The names of the firms submitting a competitive solicitation will be read aloud at the formal proposal opening and whether they have provided all the required information. No details of the competitive solicitation will be released.

10. FIRM PROPOSAL

Each Proposer warrants, by virtue of submitting their respective proposals, that the prices quoted in their proposal will be good and not revocable by the Proposer for an evaluation period of ninety (90) days from the date of proposal opening unless otherwise stated. Firm prices shall be proposed and include FOB Destination, all packing, handling, and shipping charges, fuel surcharges and delivery, unless otherwise indicated. Proposers will not be allowed to withdraw or modify their proposals after the opening date and time.

Each Proposer also warrants that prices quoted will be good through the duration of the contract unless otherwise addressed by a contract extension or price adjustment request (see Item 23).

The Brevard County Sheriff's Office is exempt from Federal Excise Taxes and all sales tax.

11. PROPOSAL EVALUATION

The Proposal Evaluation Team, comprised of personnel from the Brevard County Sheriff's Office, will perform the evaluation of all proposals. During this time, the Purchasing Administrator may take the option to initiate discussions with Proposers who have submitted responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. The evaluation of proposals and the determination as to the equality of the proposal offered shall be the sole and final responsibility of the Brevard County Sheriff's Office Evaluation Team and will be based on the information furnished by the Proposer. The Proposal Evaluation Team will utilize, but not be solely limited to, the following criteria:

- **Work Outline:** The Proposer shall have demonstrated a clear and concise understanding of all requirements as indicated in the Specifications portion of this RFP.
- **Drug Free Work Place Certificate.**
- **Qualifications:** Proposers shall have indicated knowledge and experience with similar projects.

12. PROPOSAL QUALIFICATIONS

Proposers may be required to furnish evidence in writing that they maintain a permanent place of business and have adequate finances and personnel to furnish the item(s) or service(s) offered satisfactorily and expeditiously. Proposers must be in possession of an active occupational license and must be able to provide this information upon request. The Brevard County Sheriff's Office reserves the right to inspect the Proposer's place of business prior to the award of any proposal and to determine the ability of the Proposer to meet terms and conditions as set forth herein. The proposal pursuant to this RFP will only be entered into with responsible Proposers, found to be satisfactory by the Brevard County Sheriff's

Office, qualified by experience, and secure in a financial position to do the work specified.

Should the original Proposer sell or transfer all assets or the entire portion of the assets used to perform this RFP, a successor-in-interest must perform all obligations under this RFP. Brevard County Sheriff's Office reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

13. PRIME VENDOR RESPONSIBILITY

Any proposal(s), whether it be single or multiple that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of the proposal with the Brevard County Sheriff's Office. The Brevard County Sheriff's Office will make payment only to the prime vendor.

Subcontracting is the sole responsibility of the prime vendor and all sub-vendors selected by the prime vendor must be approved, in advance, by the Brevard County Sheriff's Office for legal, technical, performance and historical considerations, which may influence the approval or disapproval of any proposed sub-vendor.

14. PROPOSAL SUBMITTAL COSTS

Submittal of a proposal is solely at the cost of the Proposer. Therefore, the Sheriff is in no way liable or obligates himself for any cost incurred by the Proposer in determining and submitting a proposal pursuant to the Request for Proposal.

15. ACCEPTANCES AND REJECTIONS

The Sheriff reserves the right to reject any or all proposals for cause, to waive irregularities, if any, and to accept the proposal or proposals which in the judgment of the Sheriff is in the best interest of the Brevard County Sheriff's Office.

The Sheriff may reject a proposal from a vendor who has demonstrated a history of non-compliance with previous bid awards, which would include price changes within the original term of an RFP, failure to deliver product in a reasonable time, unauthorized substitutions or any other practice that had impeded Brevard County Sheriff's Office from acquiring acceptable goods or services for the benefit of the agency and the citizens of Brevard County.

The Brevard County Sheriff's Office reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

16. AWARD

The award of the proposal may be made to the most qualified responsive Proposer offering a product or service deemed suitable for use by the Brevard County Sheriff's Office. The Brevard County Sheriff's Office will use its discretion to determine if proposals meet the requirement of this solicitation and reserves the right to make award by items, groups, classes, or items as a whole, or NOT AT ALL, whichever is deemed to be in the best interest of the Brevard County Sheriff's Office.

17. NEXT QUALIFIED PROPOSAL

In the event of default by the vendor who is awarded the proposal, the Brevard County Sheriff's Office reserves the right to utilize the next qualified proposal as the awarded vendor. In this event, the next qualified Proposer shall be required to provide the proposal items at the prices as contained on such Proposer's proposal for this RFP for the remainder of the award period.

18. DEFAULT

The award of the proposal may be canceled or annulled by the Brevard County Sheriff's Office in whole or in part by written notice of default to the Proposer who is awarded the proposal upon non-performance or violation on award items. In such an event, an award of the proposal may be made to the next low Proposer, or articles specified may be purchased on the open market similar to those so terminated. Failure of the awarded Proposer to deliver goods within the time stipulated in these specifications, unless extended by a Chief Officer of the Brevard County Sheriff's Office, shall constitute a default.

19. APPROPRIATION

Any proposal awarded, as a result of this RFP process, may be terminated if there have not been adequate appropriations of monies to fund this RFP. Written notification to the Proposer of non-appropriation of funds will result in the effect of termination of this RFP or any proposal awarded. The Proposer as final will accept the decision of the Sheriff as to whether sufficient appropriations and authorizations are available, without any Proposer having recourse against the Sheriff.

20. NOTICE

The laws of the State of Florida impose civil and misdemeanor criminal penalties for violation of purchasing guidelines. In addition, the laws of the State of Florida impose felony penalties for bribes, gratuities and kickbacks.

21. PUBLIC ENTITY CRIMES

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, the Brevard County Sheriff's Office, as a public entity, may not accept any proposal from, award any proposal to, or transact any business in excess of the

threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (currently \$ 35,000) with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months from the date that person or affiliate was placed on the list (unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes). Proposers submitting on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting proposal are responsible for determining that any such dealers or suppliers meet the criteria outlined in the preceding sentences.

22. AGREEMENT TERMS AND CONDITIONS

In the event of an award for services, a bi-lateral contract will be prepared by the Brevard County Sheriff's Office, to be agreed upon and signed by both parties prior to the commencement of the services. In the event of an award for product purchases, the Brevard County Sheriff's Office purchase order shall serve as the contract.

- The Sheriff will have the option to renew the proposal based on the terms found in the Specifications. Each renewal will be based on a yearly review of the services provided by the vendor.
- The Brevard County Sheriff's Office reserves the right to negotiate with the awarded vendor provisions in addition to those contained in this RFP. The contents of this RFP, revised and or supplemented, and the successful Proposer as accepted by the Sheriff will be incorporated into the agreement. If alternative terms and conditions are not accepted, all agreements henceforth pertaining to this RFP would be terminated.

23. PRICE ADJUSTMENTS

Any price increase proposed by the vendor must be requested in writing at least sixty (60) days prior to the end of a 12-month period or the expiration of the current contract term or extension period, as applicable. The Brevard County Sheriff's Office reserves the right to accept or reject vendor price adjustment requests, as it determines to be in the best interests of the Brevard County Sheriff's Office. The Brevard County Sheriff's Office reserves the right to, but is not obligated to, consider price adjustments based upon events or changes that impact a given vendor in a manner materially different than the industry if the vendor presents evidence that the Brevard County Sheriff's Office, in its sole discretion, clearly substantiates material cost increases specific to such vendor. In the event of changes to national or state standards, the vendor must present verifiable changes in cost to the Brevard County Sheriff's Office. The Brevard County Sheriff's Office will consider the cost changes and will make a final determination on the change in price.

The vendor price adjustment request must clearly substantiate the requested change. If no request is received from the vendor prior to the expiration of the initial term, the Brevard County Sheriff's Office will assume that the vendor has agreed that the renewal option may be exercised without pricing adjustment. Any adjustment request received after the commencement of a renewal term will not be considered.

The Brevard County Sheriff's Office reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for proposals or quotes, whichever the Sheriff determines to be in the best interest of the Brevard County Sheriff's Office

24. DRUG FREE WORKPLACE CERTIFICATION

In accordance with Florida Statutes, Section 287.087, preference shall be given to the Proposer with a drug free workplace program in the case of two or more proposals with equal respect to price - see Appendix B-Drug Free Workplace Certification Form.

25. TIE PROPOSALS

In the event two or more Proposers have submitted the most qualified proposals, award preference may be given based on the following criteria:

- Proposer with a Drug Free Workplace Program (see Appendix B),
- Proposer who has his/her/its principal place of business in Brevard County,
- If the Proposers involved in the tie situation are all located inside or outside of Brevard County, the decision will be made by a Chief Officer of the Brevard County Sheriff's Office.

26. ADDITIONAL TERMS AND CONDITIONS OR DEVIATIONS

Any additional terms and conditions, which may be the subject of negotiation, will only be discussed between the Brevard County Sheriff's Office and the vendor and shall not be deemed an opportunity to amend the vendor's proposal. The vendor may submit with the proposal a complete set of any additional terms and conditions, which the vendor is requesting be included in an agreement negotiated with the Sheriff, although the Sheriff has the right to reject any such request.

27. CLAIMS

The successful Proposer will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

28. RIGHT TO WAIVE IRREGULARITIES

The Brevard County Sheriff’s Office reserves the right to waive irregularities if such a waiver is, in the opinion of the Sheriff, in the best interest of the Brevard County Sheriff’s Office. The Brevard County Sheriff’s Office also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise affect the procurement. The right is within the sole discretion of the Brevard County Sheriff’s Office.

29. CHANGES IN VENDOR REPRESENTATIVES

The Brevard County Sheriff’s Office reserves the right to request a change in the identity of one or more of the vendor’s representatives if the assigned representatives are not, in the sole opinion of the Brevard County Sheriff’s Office, adequately meeting the needs of the Brevard County Sheriff’s Office.

30. BREVARD COUNTY SHERIFF’S OFFICE RIGHTS

The Brevard County Sheriff’s Office reserves the right to accept all or a portion of a proposal, including the right to purchase equipment from approved price proposals. The Brevard County Sheriff’s Office is a county constitutional office of the State of Florida. It has the authority to either individually or collectively execute contracts for all goods and services for the proper conduct of the office. Florida Statutes Section 30.53, exempts sheriff’s offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures.

31. RIGHT TO PUBLISH

Throughout the duration of the procurement process and proposal term, Proposers must secure from the Brevard County Sheriff’s Office written approval prior to the release of any information that pertains to the potential work or activities covered by the procurement or the subsequent proposal. Failure to adhere to this requirement may result in disqualification of a proposal. RFPs will be answered by general distribution.

32. INVOICING AND PAYMENTS

The vendor will invoice the Brevard County Sheriff’s Office for services rendered as completed. The timely payment of invoices is incumbent upon the Brevard County Sheriff’s Office and payment shall not exceed forty-five (45) days from date of receipt of an invoice. Mail invoices to:

Brevard County Sheriff’s Office
Finance Department
700 Park Avenue
Titusville, FL 32780

33. TERMINATION

When deemed in the best interest of the Brevard County Sheriff’s Office, any award(s) of a proposal resulting from this REQUEST FOR PROPOSAL may be canceled by the following means:

- Ten (10) days written notice with cause – if through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the Brevard County Sheriff’s Office shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within ten (10) business days, the contract may be terminated for cause immediately. The right to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the Brevard County Sheriff’s Office shall compensate the successful Proposer in accordance with the contract for all services performed by the Proposer prior to termination, net of any costs incurred by the Brevard County Sheriff’s Office as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the Brevard County Sheriff’s Office for damages sustained by the Brevard County Sheriff’s Office by virtue of any breach of the contract by the vendor, and the Brevard County Sheriff’s Office may reasonably withhold payments to the vendor for the purposes of off-set until such time as the exact amount of damages due the Brevard County Sheriff’s Office from the vendor is determined.

- Thirty (30) days written notice without cause – the Brevard County Sheriff’s Office can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective thirty (30) days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the Brevard County Sheriff’s Office.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the Brevard County Sheriff's Office liability for goods or services delivered prior to the date of notice to terminate the contract.

34. SUBSTITUTION

The vendor shall not substitute or deviate from said specifications contained in this RFP without the written consent of the Sheriff or his designee, and such consent may be withheld unreasonably. The Sheriff will consider any violation of this procedure by the vendor cause for termination of the proposal. Items may be tested for compliance with the specifications. Items delivered not conforming to specifications may be rejected and returned at the vendor's expense.

35. GOVERNING LAWS AND VENUE

The laws of the State of Florida shall govern the interpretation, administration and enforcement of the proposal entered into by and between the vendor and the Sheriff. Any and all legal action brought to enforce or interpret the proposal shall be brought and maintained exclusively in the appropriate state court in Brevard County, Florida.

36. INDEMNIFICATION

In addition to the requirements to obtain and maintain a policy of public liability insurance pursuant to which the Sheriff shall be named as either an additional insured or the named insured, the Proposer shall agree to indemnify, defend and hold the Sheriff, its officers, employees and agents, harmless from and against all claims, suits, actions, damages or causes of action for any personal injury, loss of life, damage to property or any action as a result of the performance of the work for which the proposal was entered into and from and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the proposal shall be deemed to affect the rights, privileges and immunities of the Sheriff as set forth in Florida Statutes Section 768.28.

37. EXCEPTIONS TO PROPOSAL

All proposal materials must clearly and with specificity detail all deviations to the exact requirements imposed upon the Proposer by the General Terms and Provisions. Such deviations should be stated upon the Proposal or appended thereto. Proposers are hereby advised that the Brevard County Sheriff's Office will only consider proposals that meet the specifications and other requirements imposed upon them by this RFP. In instances, where an exception is stated upon the proposal, said proposal will be subject to rejection by the Brevard County Sheriff's Office in recognition of the fact that the said proposal does not meet the exact requirement. Each Proposer understands that their proposal must be signed in ink and that the unsigned proposal will be considered incomplete and subject to rejection by the Brevard County Sheriff's Office.

38. ADDITIONS/DELETIONS

The Brevard County Sheriff's Office reserves the right to add or delete any items from this proposal or resulting award(s) when deemed in the best interest of the Brevard County Sheriff's Office.

39. ADJUSTMENTS, MODIFICATIONS, AND AMENDMENTS

Should the Sheriff and the vendor mutually agree to a change in the scope of the program during the proposal term, the vendor will be allowed to change the proposal. However, the Sheriff, prior to such change being effective, must sign any amendment to the proposal. Changes in contractual provisions of services to be rendered under the proposal may be made only in writing and must be approved mutually by an authorized agent of the vendor and by the Sheriff. The vendor shall give full attention to the execution of the proposal, shall keep the proposal under their control, and shall not by the power of attorney or otherwise assign the proposal to any other party without prior approval of the Sheriff. If services to be provided pursuant to the proposal are abandoned or if delayed by the vendor, or any time, the Sheriff is of the opinion that products to be furnished or services to be provided have been abandoned or if delayed by the vendor, the Sheriff may terminate the proposal or any part thereof if the vendor fails to resolve the matter within three (3) days after receipt of written notice of delay or abandonment from the Brevard County Sheriff's Office. Should laws change requiring additional services or significant changes in cost, the vendor and the Sheriff will negotiate an equitable price increase. The reverse will hold true should laws change requiring fewer services or reductions in cost, in which case the vendor and Sheriff will negotiate an equitable price reduction. During the term of this proposal, the vendor shall furnish all the services specified in this Request for Proposal and confirm that the Brevard County Sheriff's Office has no responsibility or obligation to the vendor to assist in providing the required services. All notices and requests by the Brevard County Sheriff's Office, and the vendor shall be in writing and shall be delivered by personal delivery, facsimile, or registered or certified United States mail, postage prepaid, return receipt requested, to the applicable party at the correct address provided in the proposal.

40. INSURANCE REQUIREMENTS

During the term of the contract to be awarded pursuant to this RFP, the vendor shall be responsible for maintaining all insurance coverage required in accordance with applicable state and federal laws at their own expense and without cost to the Brevard County Sheriff's Office. Any cancellations or lapses of insurance affecting the operation of the Brevard County Sheriff's Office under the contract shall be deemed a material breach. If any insurance coverage or policy should be canceled or changed by the vendor or the insurance company, or the coverage or policy expires during the period of this proposal award, the vendor shall be responsible for securing other acceptable insurance coverage to provide the specified insurance coverage in the RFP to maintain continuous insurance coverage during the life of the award. The insurance company or companies providing insurance for the vendor must be acceptable to the Brevard County Sheriff's Office. In addition, the vendor will document proof of insurance coverage specifically for the Brevard County Sheriff's Office in the following **minimum** amounts:

Comprehensive General Liability Insurance policy in the amount of \$1,000,000 combined single limit for each occurrence to include the following coverages: Premises/Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, and Errors & Omissions;

Workers' Compensation and Employers Liability Insurance as required by Florida state law (Chapter 440) covering all employees of the vendor and subcontractors;

Auto Liability Insurance which includes coverage for all owned, non-owned, and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per occurrence and \$6,000,000 per aggregate. Vendor's catastrophic insurance or re-insurance limits are to be detailed and specified for protection against personal injuries, deaths, or property damages, arising from or in any manner occasioned by the acts or omissions of the vendor or anyone directly or indirectly employed by the vendor. The company or companies providing this insurance policy must be lawfully authorized to do business as an insurer in the State of Florida.

Certificates of insurance must be supplied to the Brevard County Sheriff's Office within ten (10) days after award of contract to a successful Proposer. The certificates of insurance (COI) shall indicate that the policies have been endorsed to cover the Brevard County Sheriff's Office as an **additional insured**. These policies may not be canceled, modified, or terminated by the insurance company or the vendor without providing written notice to the Brevard County Sheriff's Office not less than thirty (30) days in advance of the cancellation or termination of the insurance policy or policies. Furthermore, the vendor shall provide the Brevard County Sheriff's Office with written evidence of the renewal of each such insurance policy not later than the expiration date of the initial policy or policies in force at the time that the contract to be entered into by the vendor and the Brevard County Sheriff's Office is made effective.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-contractor's insurance shall be the responsibility of the vendor.

41. FORM OF BONDS

Bid Bonds and Performance Bonds, when required, shall be submitted with the proposal in the amount specified in Specifications. Unless otherwise specified in the proposal documents, the bonds shall be written in a form meeting the current laws and regulations in the State of Florida. The Proposer shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his or her Power of Attorney.

42. FLORIDA PUBLIC RECORDS PROVISIONS

A. The Vendor agrees as follows:

1. Upon the request from the Brevard County Sheriff's Office custodian of public records, the vendor shall provide the Brevard County Sheriff's Office with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
2. The vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement if the vendor does not transfer the records to the Brevard County Sheriff's Office.
3. Upon completion or termination of this Agreement, transfer, at no cost, to the Brevard County Sheriff's Office all public records in possession of the vendor or keep and maintain public records required by the Brevard County Sheriff's Office to perform the service. If the vendor transfers all public records to the Brevard County Sheriff's Office upon completion of the Agreement, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public

records upon completion or termination of this Agreement, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Brevard County Sheriff's Office, upon request from the Brevard County Sheriff's Office custodian of public records, in a format that is compatible with the information technology systems of the Brevard County Sheriff's Office.

B. The parties agree to and acknowledge the following:

1. A request to inspect or copy public records relating to this Agreement must be made directly to the Brevard County Sheriff's Office. If the Brevard County Sheriff's Office does not possess the requested records, the Brevard County Sheriff's Office shall immediately notify the vendor of the request, and the vendor must provide the records to the Brevard County Sheriff's Office or allow the records to be inspected or copied within a reasonable time.
2. If the vendor does not comply with the request of the Brevard County Sheriff's Office for records, the Brevard County Sheriff's Office shall enforce the provisions of this Agreement to compel the vendor to so comply and the Brevard County Sheriff's Office shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees and court costs, relative to enforcing the provisions of this Agreement.
3. If the vendor fails to provide the public records to the Brevard County Sheriff's Office within a reasonable time, the vendor may be subject to penalties under Florida Statutes, Section 119.10(2).

C. Public Records Custodian Notice:

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHALL CONTACT THE SHERIFF'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY THE RECORDS MANAGER) AT 321-264-5214 OR AT BCSOpublicrecords@bcso.us OR AT BREVARD COUNTY SHERIFF'S OFFICE, ATTENTION: RECORDS, 700 PARK AVENUE, TITUSVILLE, FLORIDA 32780.

SECTION II – INMATE MEDICAL SERVICES RFP 2023-02
SCHEDULE OF EVENTS

The time lines defined in this section are non-negotiable and are required to be strictly adhered to in order for vendor proposals to be accepted.

Advertisement/Broadcast Dates	April 21, 2023 and April 28, 2023
Deadline to Submit Appendix A (Mandatory)	June 2, 2023
Mandatory Vendor Conference and Jail Tour	June 9, 2023 @ 10:00 AM
Deadline to Submit Written Questions and Clarifications	June 16, 2023 @ 3:00 PM
Answers to Questions	June 23, 2023
Formal Proposal Opening	July 10, 2023 @ 1:00 PM
Mandatory Oral Presentations	July 26, 2023 beginning at 10:00 AM
Evaluation Period	July 26, 2023-August 4, 2023
Award Date on or About	August 7, 2023
Assume Contract no Later Than	October 1, 2023

SECTION III – INMATE MEDICAL AND BEHAVIORAL HEALTH SERVICES RFP 2023-02
SPECIFICATIONS

SCOPE OF WORK:

The Brevard County Sheriff's Office desires to obtain first grade optimal inmate medical and behavioral health services for the Brevard County Jail Complex (herein sometimes referred to as the "Jail Complex" or the "Jail"). Medical and behavioral health care services are recognized as those that provide resources to meet the entire medical and behavioral health care needs of the inmates of the Brevard County Jail Complex in the form of medical care services, medical care personnel, behavioral health and program support services. Consummation of this contract, and funding thereof, is dependent upon appropriation by the Brevard County Board of County Commissioners for the subject contract and for each year of subsequent renewal. Proposers shall be responsible to submit a technical proposal(s) based upon their design that will accomplish the intended purpose as set forth herein. The successful proposer will provide for the following:

1. Quality medical and behavioral health services for inmates and persons in the care, custody, and control of the Brevard County Sheriff's Office;
2. Development and execution of a medical and behavioral health care plan with clear objectives, policies, and procedures including a process of documenting continuing achievement of contract obligations, (annual evaluations of compliance);
3. Operation of a medical and behavioral health services program 24 hours a day, 7 days a week, at full staffing and using only licensed, certified, and professionally trained personnel;
4. Administrative leadership that provides for both cost accountability and responsiveness to the contract administrator (Sheriff or his designee);
5. Assurance that required federal, state, and local requirements and standards of care are met;
6. Continuing education for staffing a medical and behavioral health care system that is operated in such a way that is respectful of inmate rights to basic medical care;
7. To maintain standards established by the Florida Correctional Accreditation Commission (FCAC), National Commission on Correctional Health Care Standards and the Florida Model Jail Standards (FMJS).

Through a proposal process, a qualified medical and behavioral health care provider will be selected to provide comprehensive medical care services to inmates in the custody of the Brevard County Sheriff's Office. The successful Proposer must provide a program that meets the general and unique needs of inmates housed in the Brevard County Jail Complex. It is the philosophy of the Brevard County Sheriff's Office to acquire a medical provider to maximize treatment and care of inmates within the Jail Complex thereby avoiding unnecessary instances involving transportation, utilization of staff, and security risks by such movement, and to insure adequate and constitutional medical care.

PART A – GENERAL TERMS AND PROVISIONS

1. Background Information: The Brevard County Jail Complex, a local adult detention center, is located at 860 Camp Road, Cocoa, Florida 32927, and operates under the Brevard County Sheriff's Office. The Jail Complex currently encompasses the main Jail facility, a Jail Annex female facility, four tent facilities, and a satellite farm facility, all of which hereinafter is referred to as the "Jail." The Jail has an authorized bed capacity of 1,756 beds. The average daily population (ADP) for fiscal year 2018 was 1,679. In the current fiscal year, the ADP through April is 1,681. An infirmary/clinic is located within the main Jail facility with a maximum bed capacity of 30 beds. Dental services are provided at the infirmary. Medical services are provided for all named facilities. Inmates and detainees at the Jail are herein collectively referred to as "inmates." The Jail houses inmates of maximum, medium and minimum-security classifications as well as juvenile inmates.

All initial inmate medical and behavioral health care screenings will take place upon arrival to Booking at the Jail Complex by a registered nurse. Once booked, inmates with medical complaints are initially evaluated and triaged by a registered or licensed practical nurse during sick call. Pursuant to standing order, minor treatment or over-the-counter medication may be recommended for the inmate by the registered nurse during this time. More problematic cases are referred for physical evaluation or follow-up. All inmates requiring infirmary care are transferred to the infirmary or hospital. A dental operatory and x-ray room are located at the facility. Some dental equipment is provided by the Brevard County Sheriff's Office. The portable x-ray used at the Jail is provided by the present Provider through sub-contracted services.

At present, there are no expansion plans or additions under consideration by the Brevard County Sheriff's Office.

2. Continuity of Service: Continuity of service is a must with this contract. The Brevard County Sheriff's Office would expect complete coordination to facilitate a smooth transition.

3. Responsibilities of the Sheriff: The Brevard County Sheriff's Office agrees to provide the medical and behavioral health services provider with office space or facilities and utilities reasonably sufficient to enable the medical services provider to perform its obligations. The Brevard County Sheriff's Office will deliver to the medical and behavioral health services provider on the date of contract assumption possession and control of all office equipment and supplies in place and at the medical care facilities at the Jail Complex that are specifically property owned by the Brevard County Sheriff's Office, unless such delivery of possession is beyond the control of the Brevard County Sheriff's Office for any reason.

4. Proposals: Six (6) proposals, one original and five copies, must be submitted in a SEALED envelope/package addressed to: Central Logistics Unit – Purchasing, Brevard County Sheriff's Office, 160 Doler Lane, Cocoa, Florida 32927. To prevent inadvertent opening, the mailing label must clearly indicate the RFP title and number. (This must be placed on the outside of the envelope/package).

5. Exceptions to Specifications: Proposers taking exception to any part or section of these specifications shall indicate such exceptions in their document (see Appendix D – Page 2). Failure to indicate any exceptions shall be interpreted as the Proposer's intent to fully comply with the specifications as written. Conditional or qualified proposals, unless specifically allowed in the specifications, are subject to rejection in whole or in part.

If the specifications, when included in the Request for Proposal, are not returned with the proposal of the Proposer, and no specific reference is made to them in the proposal that is submitted to the Brevard County Sheriff's Office, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, vendor's or manufacturer's specifications which accompany the proposal are intended to be a deviation from our specifications, such deviations must be specifically referenced in the proposal response submitted.

The vendor shall be responsible for reading very carefully and understanding completely the requirements in the specifications.

6. Postponement of Date for Presentation and Opening of Proposals: Brevard County Sheriff's Office reserves the right to postpone the date for receipts and opening of Proposals and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Proposer.

7. Prices: To assist with the determination of proposed contract price, proposers are instructed to use a population of 1,756. The price is to include the furnishing of all professional services, labor, materials, equipment, insurance, and licenses necessary for the completion of the work. The price should be in accordance with the details shown below. The methodology used in determining these prices should be included in the proposal. All expenses for medical equipment, as part of the contract proposal, felt necessary by the Proposer to provide medical care as required in the RFP exceeding \$200.00 in price **shall be listed and priced separately** by each item and **not included** in the proposal price. At the end of the contract term all equipment that was in place and all that was purchased shall remain the property of the Brevard County Sheriff's Office.

All proposals submitted must show the net proposal price after all discounts allowable have been deducted. State sales tax and federal excise taxes shall not be included. Brevard County Sheriff's Office will issue copies of our exemption certificate to the successful Proposer when requested. Price(s) quoted is/are FOB Cocoa, Florida.

8. Proposal Errors: When errors are found in the extension of the proposal prices, the unit price will govern. Proposals having erasures or corrections must be initialed in ink by the Proposer. Each page of the proposal and all attachments submitted shall be identified with the name of the offeror.

9. Proposal Obligation and Disposition: The contents of the proposal and any clarifications thereto submitted by the successful proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All proposals become the property of the Brevard County Sheriff's Office and will not be returned to the Proposer.

10. Laws, Statutes, and Ordinances: The terms and conditions of the Request for Proposal and the resulting contract or activities based upon the Request for Proposal shall be construed in accordance with the laws, statues, and ordinances applicable to Brevard County. Where state statutes and regulations are referenced, they shall apply to this Request for Proposal and to the resulting contract.

11. Condition of Materials and Packaging: Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this proposal shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.

12. Manufacturer's Name: Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the Brevard County Sheriff's Office and such determination shall be final and binding upon all Proposers.

13. Information and Descriptive Literature: Proposers must furnish all information requested in the proposal. If specified, each Proposer must submit cuts, sketches, descriptive literature, and complete specifications covering the products/services offered. Reference to literature submitted with any previous proposal will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.

14. Compliance with Occupational Safety and Health Act: Proposers shall comply with all Occupational Safety and Health Standards and all other applicable State and Federal Regulations, including but not limited to regulations promulgated by the Board of Professional Regulation of the State of Florida. All material and equipment shall comply with standards promulgated by the American National Standards Institute (ANSI) or with the rules of the Food and Drug Administration under the Safe Medical Devices Act.

15. Proposer Investigations: Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract available to the Brevard County Sheriff's Office, and to verify any representation made by the Brevard County Sheriff's Office upon which the Proposer intends to rely. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Proposer.

16. Additional Information: Any questions regarding this RFP, points of clarification, or request for additional information must be in writing and directed to Nilsa Andres, Purchasing Administrator, Brevard County Sheriff's Office to be received no later than June 16, 2023 at 3:00 p.m. Questions received after this date will not be answered. Answers to all questions received will be subject to general distribution to those Proposers who have returned the Acceptance Form-Appendix A **and** who attended the Mandatory Vendor Conference and Jail Tour.

Contact by proposers or potential proposers to this RFP of any Brevard County Sheriff's Office or current contracted Medical and Behavioral Health Care personnel to gain further information, clarification, or documentation concerning this RFP is strictly prohibited. Any violation of this requirement will be reason for disqualification, by the Brevard County Sheriff's Office or its appointed staff, of the Proposer for consideration of the services stated in this RFP.

17. Mandatory Vendor Conference and Jail Tour: It is mandatory that Proposers attend the scheduled Vendor Conference and Jail Tour where services are to be provided to familiarize them with the scope of the effort required. Those not attending the mandatory Vendors Conference and Jail Tour will be disqualified from bidding on the RFP. The Conference and Tour are scheduled for June 9, 2023 at 10:00 a.m.

Proposers will meet at the Brevard County Sheriff's Office Jail Complex main entrance, 860 Camp Road, Cocoa, Florida 32927. The Vendor Conference will follow the Tour. The purpose of the Conference will be to offer all interested parties the opportunity to discuss the proposal process, conditions of the RFP, and to answer additional questions about the current medical care delivery needs. We encourage note taking during the tour with all questions and discussions being presented during the Vendor Conference for the benefit of all those attending.

PART B – SPECIAL TERMS AND CONDITIONS

1. Terms of Contract: The contract shall cover a three (3) year period commencing October 1, 2023. (Year one – October 1, 2023-September 30, 2024; Year two – October 1, 2024-September 30, 2025; Year three – October 1, 2025-September 30, 2026). Upon agreement, the contract may be renewed for two (2) additional one-year extensions based upon negotiations of service delivery and costs. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing and must be approved by the Brevard County Sheriff's Office and the agent of the Provider. Should a decision be made to increase the scope of the contract, the Brevard County Sheriff's Office and the Provider will mutually agree, in writing, to an adjusted contract price.

2. Hold Harmless Clause: Proposals shall provide for the firm holding harmless the Brevard County Sheriff's Office and the representatives thereof: **INDEMNIFICATION AND HOLD HARMLESS:** The successful Proposer shall agree to indemnify and hold harmless the Brevard County Sheriff's Office, and its agents, servants, employees, appointees, officers, administrators, successors or assigns from any and all claims, demands, damages, actions, causes of actions, suits, judgments, or liabilities of any kind or nature whatsoever, asserted or sustained by any person or to any property, including, but not limited to, compensatory, consequential, incidental or punitive, and further including any charges, expenses, attorney's fees or other costs incurred, which arise out of or derive from, in whole or in part, the performance of **any** services, duties, responsibilities pursuant to the Inmate Medical Services Agreement. The aforesaid agreement to indemnify and hold harmless shall include the successful Proposer's agreement to undertake at its own expense the defense of any such action, claims, demands, damages, actions, causes of actions, suits, judgments, or liabilities of any kind or nature whatsoever, brought against the Brevard County Sheriff's Office and its agents, servants, employees, appointees, officers, administrators, successors or assigns, which claims damaged allegedly resulting from, in whole or in part, the performance of any service, duty or responsibility included in or

resulting from the Inmate Medical and Behavioral Health Services Agreement. The agreement to indemnify and hold harmless shall include indemnity for acts or negligence on the part of the Brevard County Sheriff's Office, and its agents, servants, employees, appointees, officers, administrators, successors or assigns and shall not change the status of the successful Proposer as an independent contractor nor waive or limit any rights of the Brevard County Sheriff's Office and its agents, servants, employees, appointees, officers, administrators, successors or assigns pursuant to the provisions of Section 768.28, Florida Statutes.

3. Equal Employment Opportunity: The successful Proposer shall comply with all provisions of Federal, State, and local regulations to ensure that no employees or applicants for employment is discriminated against because of race, religion, color, sex, age, handicap, or national origin.

4. Warranty against Contingent Fees: The successful Proposer will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency, except bona fide employees or selling agents maintained by the Proposer for securing business.

5. Subcontracts: The Brevard County Sheriff's Office or its representatives must approve, in advance, all subcontracts entered into by the Proposer for completing the provisions of this contract. The Proposer will not sell, assign, transfer, nor convey any of its rights except with the written consent of the Brevard County Sheriff's Office or its designee. All contracts for services or activities contracted by the Proposer to meet the obligations of this RFP must be entered into and completed within thirty (30) days of the contract start date. After contract start date, no subcontracted services or activities contracted between Proposer and subcontracted parties may lapse or remain unassigned more than thirty (30) days. Proposer must provide copies of all subcontracts to BCSO within thirty (30) days of signing the subcontract.

6. Security of Inmate Medical and Behavioral Health Care Records: Medical and psychiatric records are of a confidential nature. The Proposer will agree to establish those procedures necessary to maintain the confidentiality of medical care records as required by law. Also, it should be noted that the Jail Complex utilizes CorEMR as its Electronic Health Records (EHR) system and will require the selected inmate medical services provider to either work with CorEMR and be financially responsible for the associated costs, or to propose implementing an alternative EHR. If proposing a new EHR, the breakdown of any costs associated with the EHR must be included in the proposal.

7. Proposer Personnel: The Brevard County Sheriff's Office may request replacement of any Proposer personnel believed unable to carry out the responsibilities of the contract and shall approve all appointments to the positions of administrator, medical directors, supervising nurses, and other Proposer personnel. The Brevard County Sheriff's Office reserves the right to evaluate all Proposer personnel selected to work at the Jail prior to employment of the Proposer. The Proposer shall provide a completed background packet on each employee applicant prior to employment and admission into the Jail Complex. There may be a \$200.00 fee for each background check conducted, regardless of the outcome. The medical administrator must receive all applicable licenses or certificates for all professional staff prior to employment. In addition, malpractice insurance must be on file for all physicians and nurse practitioners, and other professional or paraprofessional employees, if applicable.

8. Proposer Cooperation: The successful Proposer shall always observe and comply with all Federal, State, Local, and Municipal laws, ordinances, rules, and regulations in any way affecting the contract. The Proposer shall maintain regular communications with the Jail Complex Command Staff, and shall actively cooperate in all matters pertaining to this contract.

9. Termination: The Brevard County Sheriff's Office may terminate the contract resulting from this Request for Proposal at any time the Proposer fails to carry out its provisions. The Brevard County Sheriff's Office shall give the Proposer notice of such termination with stated reasons for the termination. If, after such notice, the Proposer fails to cure the conditions within the specified time contained in the notice, it shall be the discretion of the Brevard County Sheriff's Office to order the Proposer to stop work immediately and leave the premises or to reinstate the contract based upon corrective action. Either party may terminate the agreement, without cause, upon giving the other party not less than one hundred twenty (120) days written notice of termination.

10. Failure to Perform: The services rendered under this contract will be critical to the mandated responsibilities of the Brevard County Sheriff's Office Jail Complex. Therefore, the Proposer will reimburse the Brevard County Sheriff's Office for all expenses incurred by the Jail Complex in providing services which are the responsibility of the Proposer. Such expenses shall be reduced from the monthly payment due the Proposer. In the event the agreement is terminated prior to its expiration, all finished or unfinished documents, studies, correspondence, reports, and other products prepared by or for the contractor under this agreement shall become the exclusive property of the Brevard County Sheriff's Office. Notwithstanding the above, the Proposer shall not be relieved of liability to the Brevard County Sheriff's Office for damage sustained by the Brevard County Sheriff's Office by any breach of the agreement by the Proposer.

11. Immunity from Liability: The successful Proposer agrees to indemnify and hold harmless Brevard County and the Brevard County Sheriff's Office, their agents, servants and employees from all claims, actions, lawsuits, judgments, or liabilities of any kind whatsoever deriving from acts or omissions of the Proposer, its agents or subcontractors.

The Proposer shall carry malpractice insurance with the limits set forth in their proposal, evidenced by additional insured endorsement adding Brevard County and the Brevard County Sheriff's Office and its employees and agents as additional insured.

Proposals shall provide for the firm holding harmless the Brevard County Sheriff's Office and their representatives thereof: **INDEMNIFICATION AND HOLD HARMLESS:** The successful Proposer shall agree to indemnify and hold harmless the Brevard County Sheriff's Office, and its agents, servants, employees, appointees, officers, administrators, successors or assigns from any and all claims, demands, damages, actions, causes of actions, suits, judgments, or liabilities of any kind or nature whatsoever, asserted or sustained by any person or to any property including, but not limited to, compensatory, consequential, incidental or punitive, and further including any charges, expenses, attorney's fees or other costs incurred, which arise out of or derive from, in whole or in part, the performance of any services, duties, responsibilities pursuant to the Inmate Medical Services Agreement. The aforesaid agreement to indemnify and hold harmless shall include the successful Proposer's agreement to undertake at its own expense the defense of any such action, claims, demands, damages, actions, causes of actions, suits, judgments, or liabilities of any kind or nature whatsoever, brought against the Brevard County Sheriff's Office, and its agents, servants, employees, appointees, officers, administrators, successors or assigns, which claims damage allegedly resulting from, in whole or in part, the performance of any service, duty or responsibility included in or resulting from the Inmate Medical Services Agreement. The agreement to indemnify and hold harmless shall include indemnity for acts or negligence on the part of the Brevard County Sheriff's Office, and its agents, servants, employees, appointees, officers, administrators, successors or assigns and shall not change the status of the successful Proposer as an independent contractor nor waive or limit any rights of the Brevard County Sheriff's Office and its agents, servants, employees, appointees, officers, administrators, successors or assigns pursuant to Chapter 768, Florida Statutes.

12. Payment for Services: The Brevard County Sheriff's Office shall pay the successful Proposer for provision of designated services during the term of the contract, in the amount of the proposal or the agreed upon sum, which shall be payable in equal monthly payments. Payment Term will be recorded by the Brevard County Sheriff's Office as Net 45 days. (The Brevard County Sheriff's Office will pay the successful Proposer within 45 days after the date of receipt of a correct invoice describing work reasonable and applicable to the contract.) Invoices for inmate services while in the care, custody, and control of the Jail Complex are to be billed within thirty (30) days. Care, custody, and control will be determined by the date and time the inmate is received and released in the Jail Management System.

Under the pricing a "per diem" for inmate population above or below the stated yearly inmate population caps shall be allowed the provider; whereby a per diem credit shall be allowed to the Brevard County Sheriff's Office for inmate population below the stated inmate population caps. The per diem charge allowed per inmate shall be derived from the inmate population cap of 1,756 inmates in the first, second, and third years. The use of a "per diem" figure is intended to establish a basis for pro-rating charges/credits payable to the successful Proposer/Brevard County Sheriff's Office in case of fluctuation in the jail population over/under 1,756 inmates in the first, second and third years.

Whenever the number of inmates average, per billing period, more than 1,756 first year, second year, or third year, the Provider shall be paid at a rate equal to the number by which the average of 1,756 is exceeded times the per diem rate times the number of days in the affected billing period.

Any additional compensation or credits to the Brevard County Sheriff's Office for inmate population of the Brevard County Jail in excess or below the appropriate number of inmates yearly cap of 1,756 as stated, will be payable/credited to the Provider/Brevard County Sheriff's Office in the billing period following the billing period during which the population exceeded or was below the inmate cap for that year.

The inmate population shall be determined as of 4:30 a.m. (EST) every day of the contract term and the population for all the days in a billing period (month) divided by the number of days in the billing period (month) shall be the average population for that billing period's computations.

13. Third Party Reimbursements: Proposer will, where possible, seek and coordinate with off-site medical care provider's third-party insurance reimbursement for inmate medical services performed by the Proposer or other outside medical services. The Proposer will share all documentation received on insurance of third party claims with the Brevard County Sheriff's Office. The contractor will make every effort and establish operations procedures to routinely pursue all insurance claims, and other means of subrogation, for medical treatment provided.

The efforts to collect insurance information from the inmates upon booking and the successful performance by the Proposer to seek and collect third party payment for inmate medical care services must be demonstrated and reported to the Brevard County Sheriff's Office Jail Complex or its designee monthly. This responsibility will be closely monitored by the Brevard County Sheriff's Office to measure the compliance and success of the Proposer. Proposer must exercise all due diligence in making third-party payments.

14. Obligations of the Brevard County Sheriff's Office: The Brevard County Sheriff's Office shall provide space, limited housekeeping, linens, laundering, facility fixtures, utilities, telephone service (excluding long distance charges), and security. The disposal of biohazard and contaminated wastes shall be the responsibility of the Proposer. Disposal of these wastes must be in accordance with all Federal, State, and Local laws.

15. Public Information: Neither the Proposer nor the Brevard County Sheriff's Office shall publish any findings based on data obtained from the operation of a contract agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

The Proposer will provide the Brevard County Sheriff's Office with all requested information pertaining to the contract agreement/operation when requested in writing by the Brevard County Sheriff's Office Jail Complex or its designee. The information will be submitted in written form.

16. Research: No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without prior written consent of the Brevard County Sheriff's Office or conducted without prior written consent of the Brevard County Sheriff's Office or its designee. The conditions under which research shall be conducted shall be agreed to by the Proposer and the Brevard County Sheriff's Office or its designee and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the participation of an inmate as a subject.

17. Compliance with National Commission on Correctional Health Care Standards: Proposer will provide medical and behavioral health care services which meet or exceed the National Commission on Correctional Health Care (NCCHC) Standards and will maintain medical and mental health accreditation for the facility by the National Commission on Correctional Health Care. The Provider will continue to maintain NCCHC's standards and accreditation throughout the contract term. The Proposer will agree to pay the Brevard County Sheriff's Office the amount of fifty thousand dollars (\$50,000.00) for liquidated damage fees if National Commission Accreditation is not maintained during contract period. Failure to meet or maintain medical and mental health accreditation shall constitute a material breach for contract termination and may result in a \$50,000 penalty.

18. Compliance with State Minimum Jail Standards: The successful Proposer will provide services and quality of medical care which comply with the standards developed by the Florida Model Jail Standards (FMJS), Florida Corrections Accreditation Commission (FCAC), and any future consent decree ordered against the Brevard County Sheriff's Office concerning inmate medical care. Failure to meet or maintain medical accreditation shall constitute a material breach for contract termination and may result in a \$50,000 penalty.

19. Access to Management Information: The Brevard County Sheriff's Office shall have the complete and unlimited right to access all information maintained by Proposer which may be needed to insure compliance with the contract terms and conditions. The Proposer shall make available all records or data requested.

20. Permits and Licenses: All permits and licenses required by Federal, State, or Local laws, rules and regulations necessary for the implementation of the work undertaken by the Proposer pursuant to the contract shall be secured and paid for by the Proposer. This includes NCCHC Certification cost. It is the responsibility of the Proposer to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

21. Equipment and Space Available: The Proposer is responsible for the purchasing of all medical/office equipment necessary to perform inmate medical care. The Proposer shall be responsible for repair or replacement of all medical equipment, (Brevard County Sheriff's Office's or Provider's), used by any medical care Provider's staff. In like manner, the Brevard County Sheriff's Office shall be responsible for any direct loss or damage to property or equipment of the successful Proposer caused by negligence by employees of the Brevard County Sheriff's Office.

The Brevard County Sheriff's Office has limited equipment available for use by the Provider during the contract term at the Provider's option. Any equipment used by the Provider shall be kept in operating condition at the expense of the Provider, who shall be solely responsible for repair and maintenance of the equipment while it is in the care and custody of the Provider. All equipment below used by the successful Proposer shall revert to the Brevard County Sheriff's Office upon contract termination in its present condition, reasonable wear and tear accepted. Equipment may be inspected by the Proposers during the stated Vendor Conference.

The existing Medical Section of the Jail Complex will be placed at the disposal of the Provider. All utilities and general structural maintenance of this area shall be the responsibility of the Brevard County Sheriff's Office. Special wiring, outlets, or other electrical work reasonably necessary to the operation of the Provider shall be at the expense of the Brevard County Sheriff's Office. Modifications requiring structural changes shall be at the expense of the Provider.

22. Available Equipment: A list of the Jail Complex’s current medical care equipment will be provided at the Vendor Conference.

PART C – SPECIFICATIONS AND PROGRAM REQUIREMENTS

The successful Proposer will be expected to meet the following specifications and program requirements. This listing is not intended to be all inclusive but serves as a guideline with recommendation for the development of a medical care program for the inmate population in the care, custody, and control of the Brevard County Sheriff’s Office. This includes the responsibility for providing all primary medical, behavioral health and dental health services.

This responsibility provides for immediate preliminary medical and behavioral health screening and admission evaluation, nursing coverage, sick call, infirmary care, hospitalization, ambulance transport, pharmacy and pharmaceutical services, medical specialty services, emergency medical care, behavioral health care, medical records management and confidentiality, medical clearances for intra- and inter-agency transfers, food handling and work clearances, the continuing care of identified medical problems, detoxification, medical education and training services, cooperation with the fee programs, communicable disease unit/program, quality assurance program, and other services as required and agreed upon.

In the event of pre-booking (off the street) injuries, the successful Proposer shall have the sole responsibility to properly screen and assess, prior to actual booking, persons who when arrested by a federal, state, county, or municipal law enforcement agency, complains of injury or it is apparent that the arrestee did sustain injury incidental to arrest.

If, after having examined an individual arrested by federal, state, county, or municipal law enforcement agents, the successful Proposer believes that such individual is not medically fit for receipt into the Jail Complex, then in that event, such individual shall be transported only to and cared for only at the hospital that has contracted for such services with the successful Proposer, unless to do so would not be medically appropriate based on reasonable medical judgement.

In the event of an injury that existed prior to the arrest by any federal, state, county, or municipal law enforcement agency, the successful Proposer shall have the responsibility to provide medical care and coordinate with any and all medical care providers who had previously cared for or who presently care for the arrestee regarding any pre-existing injury where there is a need for continuity of medical services. The successful Proposer shall also be responsible for the method of payment, if any, for the continuation of medical services to a pre-existing injury, notwithstanding the arrest of the individual or such individual being remanded to the care, custody, and control of the Brevard County Sheriff’s Office Jail Complex.

The successful Proposer will be expected to provide comprehensive services that are legally defensible, and which meet the standards for the National Commission on Correction Health Care; the Florida Model Jail Standards; the Florida Corrections Accreditation Commission; and all Federal, State (including Health/Rehabilitative Services), and local laws and ordinances governing medical care service delivery. Proposers are encouraged to elaborate on their specific plan for providing services.

The successful Proposer will be expected to provide first responder medical treatment to on the job injuries for employees of the Jail Complex.

Proposal shall include cost factoring and staff application based on the following schedule:

<u>Summary of Inmate Bed Space</u>	<u>Current Bed Space 2023</u>
Brevard County Jail Complex	1,756

1. Administrative Requirements:

- A. A singularly designated physician medical authority (Medical Director), Psychiatrist and Psychiatric Nurse Practitioner, and a Dentist for dental services, all with responsibility for assuring the appropriateness and adequacy of inmate medical and behavioral health care.
- B. A full-time Medical Services Administrator, Director of Nursing, and Director of Behavioral Health with the authority to oversee the administrative requirements of medical and behavioral health care programs, such as recruitment, staffing, data gathering and review, financial monitoring, monthly reports of contract services activity as required by the Brevard County Sheriff’s Office Jail Complex, contracts, medical record keeping, and other management and clinical services.
- C. Enough Medical and Behavioral Health Care personnel to provide appropriate medical and behavioral health services as outlined in this RFP. During the scheduled absence of the Director of Nursing, a Registered Nurse must be assigned to act as a Charge Nurse. A detailed staffing schedule will be required as part of the inmate medical and behavioral health care proposal showing, by shift, all medical, behavioral health, dental and medical care administrative positions indicating work schedules. Each position shall also have listed the hourly wage/contract fee and applicable benefit cost. Appropriate relief and vacation scheduling shall be required and indicated in the staffing plan for all positions. It is up to the proposers to propose the staffing plan they feel is appropriate for the Brevard County Sheriff’s Office

Jail Complex. Registered Nurses are required to conduct intakes in Booking.

- D. Copies of clearly defined written agreements or understanding establishing Medicare rates for twenty-four (24) hour service with hospitals (Rockledge Regional Medical Center is the closest hospital to the Jail Complex), physicians, ambulance companies, and others involved in providing care to inmates will be provided to and approved by the Brevard County Sheriff’s Office Jail Complex. All subcontracts of every nature are subject to the approval of the Jail Complex.
- E. Well defined operational policies and procedures to include, at a minimum, those required by the NCCHC standards, and in concert with the Brevard County Sheriff’s Office Jail Complex policies and procedures necessary to specify the role of medical and behavioral health services in a jail setting and to provide a liaison between the medical, behavioral health, and Jail staff. In addition to the final staffing level (FTEs), post requirements shall be set in place and mutually agreed upon by the successful Proposer and the Jail Complex Command Staff.
- F. Documentation of medical and behavioral health care staff roles in the Jail Complex disaster plan. The contract provider for medical and behavioral health services shall, in times of emergency or threat thereof, whether accidental, natural, or caused by man, provide medical assistance to the Brevard County Sheriff’s Office Jail Complex to the extent or degree required by the Brevard County Sheriff’s Office Jail Complex policies and procedures.

2. Current contracted Medical and Behavioral Health staffing plan:

Position Title	Number	Assignment
Medical Services Administrator	1.0	Medical Administration Office
Director of Nursing	1.0	Medical Administration Office
Administrative Assistant	1.0	Medical Administration Office
Medical Director	1.0	Medical Clinic / Administration
Mid-Level	1.0	Medical Clinic
CNA	1.0	Medical Clinic
Dentist	.6	Dental Clinic
Dental Assistant	.6	Dental Clinic
RN Charge	4.2	Infirmery
Nurse Educator/Infection Control/CQI	1.0	Nurse Educator / IC / CQI
Registered Nurse	6.2	Medical Assessment Nurse
Licensed Practical Nurse	23.8	Staff Nurse
Medical Records Clerk	3.0	Medical Records
Pharmacy Coordinator	1.0	Pharmacy
Director of Behavioral Health	1.0	Behavioral Health Unit
Behavioral Health Clinician	5.0	Behavioral Health (General Population & Suicide Watch)
Psychiatric Nurse Practitioner	1.0	Behavioral Health Unit
Psychiatrist (20 hours/week)	.5	Behavioral Health Unit
Office Support Behavioral Health	1.0	Behavioral Health Unit

Total current FTEs 54.9

- 3. Statistics / Reports:** A comprehensive annual statistical report will be forwarded to the Brevard County Sheriff's Office Jail Complex. In addition, monthly and daily statistics will be required by site and in total.
- A. Monthly Statistics: Narrative reports shall be submitted on the fifteenth (15th) calendar day of each month to the Jail Complex Command Staff with data reflecting the previous month's workload, to include:
1. Inmates' requests for various services
 2. Inmates seen at sick call (sick calls triaged beyond 24 hours subject to \$200 penalty)
 3. Inmates seen by physician
 4. Inmates seen by dentist
 5. Infirmary admission, patient days, average length of stay
 6. Off-site hospital and Emergency Room admissions and cost
 7. Medical specialty consultation referrals and cost
 8. Intake medical screening within three (3) hours of booking (subject to \$200 penalty beyond three (3) hours)
 9. Medical histories and physical assessments completed within fourteen (14) days (subject to \$200 penalty beyond fourteen (14) days)
 10. Diagnostic studies
 11. Report of third-party reimbursement, pursuit, and recovery
 12. Percentage of inmate population dispensed medication
 13. Inmates testing positive for venereal disease and TB
 14. Inmates testing positive for AIDS or AIDS Antibodies
 15. Inmate mortality
 16. Number of hours worked by entire medical staff and staffing compliance to contract staffing levels
 17. Other data deemed appropriate by the Jail Complex Command Staff
 18. Additional documentation supporting all off-site costs may be required if the Brevard County Sheriff's Office chooses to reinsurance its off-site catastrophic exposure.
- B. Daily Statistics: A narrative report for the previous twenty-four (24) hours, capturing the following data shall be submitted to the Jail Complex Command Staff on a daily basis prior to 9:00 a.m. (EST) to include:
1. Transfers to off-site hospital emergency departments (medical status and insurance status, if known)
 2. Report of status of inmates in local hospitals and infirmaries
 3. Communicable disease reporting
 4. Staffing positions unfilled
 5. Number of inmates on mandatory fourteen (14) day Detox Protocol and their housing location
 6. History and Physical and Medical Intake Screening status report
- C. On a scheduled basis, the central administrative staff shall have documented monthly meetings with the Brevard County Sheriff's Office Jail Complex Command Staff and the contract monitor to evaluate statistics, program needs, problems, and coordination between custody, medical, and behavioral health personnel.
- D. Regular Reports to the Jail Complex: The successful Proposer shall provide to the Jail Complex Command Staff the following reports within the timeframe specified:
1. Monthly staffing reconciliation by the 15th of the month for the month prior
 2. The MAC packet (Which includes the medical and behavioral health statistical report, the population report, facility off-site report, dialysis report, pharmacy/HIV report, vacancy report and any additional agreed upon reports) by the 15th of the month for the month prior.
- E. Monthly off-site report by the 20th of the month for the prior month.

4. Personnel Requirements: The Brevard County Sheriff's Office may prohibit entry to any secure facility, or remove there-from, a contract employee who does not perform his/her duties in a professional manner or who violates the Jail Complex's security rules and procedures. The Brevard County Sheriff's Office also reserves the right to search any person, property, or article entering or leaving its facilities.

A. Staffing Schedule: The proposal shall include a schedule showing the staffing coverage planned for the Brevard County Sheriff's Office Jail Complex, for a full week's period, with the number and types of staff persons to be assigned for various shifts and days and the hourly wages and benefit cost the Provider plans to pay for each position. The schedule (staffing chart) shall indicate the professional qualifications required to fill each organizational position, the expected extent of the use of "outside" Medical Doctors, including their specialties and frequency of visits to the Jail Complex, and the number of "inside" medical professionals and other staff (MD, DO, PA, RN, LPN, Paramedics, EMT, CNA etc.), including their estimated hours of on-site coverage. This staffing schedule shall be listed separately from the Body of the Proposal and be clearly designated as the Staffing Schedule.

Proposed staffing will be in accordance with positions required to properly, and in a timely manner, as indicated in this proposal and to meet the standards for NCCHC, FCAC, and FMJS, and fulfill all necessary inmate medical care operations. However, final staffing for the delivery of medical services will be as mutually agreed upon by written contract between the Proposer and the Brevard County Sheriff's Office.

1. For each post governed by the staffing plan, a penalty may be imposed by the Brevard County Sheriff's Office for any unfilled hours.
2. For each unfilled hour for each post, the Brevard County Sheriff's Office may deduct from the vendor's monthly payment the average hourly salary rate plus benefits for the post.
3. In all cases, employees may be used to cover like posts when their credentials are equal to or exceed the credentials required for such similar post.
4. A post report will be provided to the Jail Complex Command Staff by 9:00 a.m. each day for the previous day (24 hours, i.e. 0001-2400).

B. Physician Services: Physician services must be enough to provide the required needs of the day and assure medical evaluation/follow-up within twenty-four (24) hours of post nursing triage referral (including weekends and holidays). In addition, twenty-four (24) hour physician on-call services with availability for consultation and on-site needs system-wide is required.

C. Behavioral Health Services: In instances where mental health issues are identified during the intake screening, an initial behavioral health evaluation will be conducted by the appropriate level behavioral health clinician in a timeframe appropriate to the individual's need. The evaluation will include diagnostic impressions and recommendations. The mental health evaluation should include a structured interview with inquiries that will review (but not be limited to) the following:

1. History of previous inpatient and outpatient mental health treatment
2. History of corrections-based mental health treatment
3. Current and historic use of psychotropic medications
4. History of suicidal behavior and assessment of current suicide risk
5. Assessment of violent behavior and potential for violent behavior
6. Assessment of drug and alcohol use and/or history
7. History of physical or sexual trauma (as victim and/or perpetrator)
8. History of special education placement or diagnosis of learning disorders
9. Psychosocial history
10. Mental status evaluation
11. History of head trauma, seizures or seizure disorders
12. Assessment of current mental status and condition.

1. The resulting mental health evaluation should include diagnostic impressions and treatment recommendations. Information obtained from the mental health evaluation will be documented on the approved Mental Health Evaluation Form and included in the inmate patient's medical record.

- D. Nursing services: Nursing must be available to provide for the following:
1. Infirmary coverage at all times;
 2. Intake screening at all times on all inmates within three (3) hours from time of admission (subject to \$200 penalty beyond three (3) hours);
 3. History and physical on all inmates within fourteen (14) days of admission (subject to \$200 penalty beyond fourteen (14) days);
 4. Medications to be delivered three (3) times daily or as indicated;
 5. Sick call triage within twenty-four (24) hours (subject to \$200 penalty beyond twenty-four (24) hours) and daily follow-up;
 6. Appropriate and timely responses to medical needs and emergencies;
 7. Physician assistance services.
- E. Clerical Support Staff: Sufficient clerical support staff must be available to support the medical contract.
- F. Duties and Responsibilities: Written job descriptions and post orders to define specific duties and responsibilities for all assignments must be available.
- G. Staffing Schedules: Copies of staffing schedules encompassing all medical care staff are to be posted in designated areas and submitted to the Jail Complex Command Staff on a bi-weekly basis, with daily updates regarding changes.
- H. Staffing Hours: The successful Proposer will be required to credit the Brevard County Sheriff's Office for the actual costs of service hours not provided by any medical staff or contracted medical services position from the initial date of non-service to the date of the staff position filled. For each medical classification governed by the staffing matrix of the successful proposer, a withhold from base compensation may be imposed by the Sheriff for any unpaid hours below total hours agreed to in the staffing matrix. In all cases, employees may be used to cover like positions when their credentials equal or exceed the credentials required for such a position. The successful proposer will provide the Jail Complex Command Staff, with a monthly contract staffing compliance report showing all contract positions relative to the staffing matrix. Unfilled hours include those hours, which are not filled due to voluntary or involuntary termination or any other reason or incident resulting in the position being unfilled; except, unfilled hours will not include those hours not filled due to illness, holidays, vacation, personal leave or paid hours. If any positions remain unfilled more than 10 days for reasons of illness, annual or personal leave, starting on day 11, the Sheriff may request credit as set forth above. Per diem, temporary and agency hours monthly cannot exceed 15% of total worked FTE hours. If per diem, temporary and/or agency personnel usage exceeds 15% of the total hours provided according to the contracted hours, the Brevard County Sheriff's Office may invoke a penalty of One Thousand Dollars (\$1,000.00) per each month of occurrence.
- I. Vendor Employment Applicants: The successful Proposer shall provide the name, date of birth, local address, previous employment, social security number, and a copy of the driver's license for all employment applicants. Prior to the Brevard County Sheriff's Office approval for employment, an applicant screening, to include fingerprints and background check, shall be conducted and coordinated with the Jail Complex. There may be a \$200.00 fee for each background check conducted, regardless of the outcome. Applicable licenses and/or certificates for all professional staff must be on file with the Jail Complex prior to employment.
- J. Malpractice Insurance: In addition, malpractice insurance must be **on file for all Physicians and Nurse Practitioners/Physician Assistants, Dentist and other professional or paraprofessional employees**, if applicable.
- K. Orientation/Staff Development: The successful Proposer shall provide a written plan for orientation and staff development/training appropriate to their medical care delivery activity for all medical care personnel. This plan must outline the frequency of continuing training for each staff position. The Jail Complex employees shall be included in all appropriate educational offerings. All medical care staff will be required to attend the Jail Complex's orientation prior to employment.
- L. Pharmaceutical Services: Pharmaceutical services must be able to provide and assure the availability of prescribed medications within eight (8) hours of the order of issue being written and provisions for emergency pharmacy services within two (2) hours. Pharmacy services must be consistent and maintained according to State and Federal laws and/or regulations and monitored by a licensed qualified pharmacist.

With respect to prescription medications provided to inmates, priority will be given to generic if the drug has the same remedial benefit as the name brand drug.

- M. Medication Administration: All medications must be administered and recorded in a manner and on a form approved by the medical care authority, NCCHC, FMJS, and FCAC to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.
- N. Dental Services: Dental services must be available to provide for emergency and medically required dental care for inmates at jail facilities within a reasonable period of time. Dental services will be offered primarily on site. No elective dental procedures will be provided on site. The Jail Complex will provide some dental equipment; a list of equipment will be available at the Vendor Conference. The successful Proposer will provide the dental services, associated dental material and supplies, and other associated equipment necessary to provide the dental services.
- O. Food Service Needs: Provider must coordinate with the Jail Complex Food Service Manager to ensure the provision of food service needs for inmate diets to include:
 1. Menus planned for not less than twenty-eight (28) days in advance and certified by a nutritionist.
 2. Certified, modified diets available for inmates when ordered by the facility physician.

5. Care and Treatment Requirements:

- A. Provision for twenty-four (24) hour a day emergency or immediate medical and behavioral health services to include on-site emergencies, transportation, and acute hospital services with one or more physicians and appropriate medical care providers.
- B. In addition to twenty-four (24) hour a day emergency service coverage, the hours for routine nurse sick call shall be at levels which allow for all inmates needing medical and behavioral health services to be seen on the same day that they request such services, should the need arise outside the scheduled sick call rounds done in the housing units.
- C. Written manual of standardized policies and defined procedures approved by the medical and behavioral health care authority and the Jail Complex must be reviewed at least annually and revised as necessary under direction of the medical care authority with approval of the Jail Complex.
- D. Provision for necessary laboratory, EKG, and x-ray services. All abnormal laboratory and x-ray results shall be reviewed and signed off by a physician with a follow-up plan of care outlined.
- E. Development of special medical program which exists for inmates requiring close medical supervision, including chronic and convalescent care needs. This section must include specific guidelines for housing standards of these inmates. Requirements to be included are
 1. Each inmate assigned this classification must have a written individualized treatment plan developed by a physician.
 2. Inmates committed under the influence of alcohol or drugs must be separated from the general population and kept under close observation for a reasonable time.
 3. Inmates with suicidal tendencies and/or those with a history of having seizures, as determined by medical authority, must be assigned to quarters that have close observation.
 4. A physician must determine pharmacological support care.
- F. The Jail Complex and medical and behavioral health care staff shall share relevant information including, but not limited to, communicable disease and behavior problems/disorders.
- G. The Proposer will define a program for meeting the special needs of the female population, e.g., pregnancy.
- H. The successful Proposer shall be responsible for the operation of a Communicable Disease Unit.
- I. The Proposer will provide and follow a written plan with specifics for the provision of specialty medical care services.
- J. The successful Proposer will provide for examinations and medical clearance for all inmate workers, trustees, and inmates assigned to work programs outside the Jail Complex, prior to placement in their assignment. Inmate worker medical clearances must include:
 1. Relevant past medical history, including communicable disease, heart problems, respiratory problems, allergies, back problems;
 2. Questions for current signs and symptoms of illness;
 3. Current vital signs, including blood pressure, pulse, temperature;

4. General examination for overall physical and mental health, with specific reference to (1) any evidence of communicable disease to include, but not limited to, skin problems such as rash, wounds, sores, boils, et cetera; and (2) heart and lung conditions;
 5. Current test and results for tuberculosis;
 6. Current test for Sexually Transmitted Diseases;
 7. Completion of clearance form prior to inmate placement in such assignment.
- K. Documented inmate medical and behavioral health screening immediately upon arrival at the Jail Complex must be based on structured inquiry and observation, performed preferably by a Registered Nurse, twenty-four (24), hours a day, each and every day of the year to include weekends and holidays.
1. No unconscious person or a person who appears to be too seriously injured shall be admitted to the Jail Complex. The person must be referred immediately for emergency medical attention and their admission or return to the Jail Complex is predicated upon written medical clearance.
 2. Receiving screening findings will be recorded in the inmate's permanent medical record on a printed form approved by the medical authority and the Brevard County Sheriff's Office Jail Complex. The Proposer shall provide this form.
 3. At a minimum, the inmate screening must include inquiry into:
 - a. Current illness and medical problems including mental, dental, and communicable diseases;
 - b. Medications taken and special medical requirements;
 - c. Use of alcohol and drugs, including types, methods, amounts, frequency, date/time of last use and history of problems related to stoppage;
 - d. For females, a history of gynecological problems and pregnancies;
 - e. A list of current medical insurance available to inmates.
 4. At a minimum, the screening must include the observation of:
 - a. Behavior, including state of consciousness, mental status, appearance, conduct, tremors, and sweating;
 - b. Notation of body deformities, trauma, markings, ease of movement;
 - c. Condition of skin and body orifices, including rashes and infestations, needle marks, or other indications of drug abuse;
 - d. TB testing;
 - e. Recording of vital signs.
 5. Inmates must be medically cleared before they are sent to general population.
 6. All new admissions/screening charts are to be reviewed and signed by the MD/PA/NP within twenty-four (24) hours.
 7. The Sheriff may assess the successful proposer, monthly, liquidated damages of Two Hundred Dollars (\$200.00) for each intake screening at the Jail not initiated within three (3) hours of notification of arrival at the Jail.
- L. Medical and/or Behavioral health professionals will be expected to respond without delay for the following:
1. Patient engaging in self-injurious behavior
 2. Patient expressing or demonstrating behaviors indicative of ideation or intent to harm self or others
 3. Patient demonstrating symptoms of acute psychosis, such as hallucinations or delusions
 4. Acute symptoms of psychological distress/decompensation or inability to function, such as excessive crying, inability to get out of bed, extreme mania, etc.
 5. Patient expressing or demonstrating symptoms of non-urgent psychological distress but has significant risk factors present for potential self-injury or suicide, such as:
 1. Unexpected outcome to court proceedings (i.e., long sentence, charged with additional offenses)
 2. History of recent suicide attempts, especially if attempts occurred during incarceration

3. Isolated housing environment, such as segregation
 4. History of violence
 5. Experiencing significant loss, such as death of a family member, divorce, break-up with significant other, foreclosure, etc.
 6. First incarceration
 7. Inmate held a significant position in the community prior to incarceration
6. Any other severe alteration in mental status
7. Possible adverse reaction to psychotropic medication.
- M. The successful Proposer shall provide DNA testing as required by Florida Statutes and any other court ordered blood draws.
- N. The Proposer will perform DUI blood testing as requested by the Brevard County Sheriff's Office under Florida Statutes 316.1932, 316.1933, 322.63, 327.352, 327.353, and FL Administrative Code Rule 11D-8.012.
- O. An incarceration level Suboxone program, more commonly known as Medically Supervised Opioid Withdrawal as an Alternative to Methadone treatment shall be provided by the successful Proposer.
- P. Each inmate shall be given a medical appraisal, including a physical examination, on every admission by qualified medical care personnel within fourteen (14) days after admission to the Jail Complex, based on the criterion listed in the NCCHC, FCAC and the FMJS standards.
1. The extent of the medical appraisal, including physical examination, is defined by the responsible medical authority, however, it will include at a minimum:
 - a. Review of intake screening forms;
 - b. Collection of additional data regarding complete medical, dental, and immunization histories;
 - c. Appropriate laboratory and diagnostic tests to detect communicable disease (Sexually Transmitted Disease and Tuberculosis);
 - d. Recording vital signs (height, weight, pulse, blood pressure, temperature);
 - e. Physical examination with comments about mental and dental status. A gynecological assessment must be included for females;
 - f. Review of physical examination and test results by a physician for problem identification;
 - g. Initiation of therapy when appropriate;
 - h. Other tests and examinations as appropriate.
 2. The form used for the medical appraisal must be approved by the facility physician and the Jail Complex and shall be provided by the vendor.
 3. The Brevard County Sheriff's Office Jail Complex policy and procedure requiring a medical appraisal must be contained in the standard operating procedures of the medical section.
 4. Inmates referred for treatment because of the medical appraisal must be seen the following day unless the provider making the referral orders them to physician sick call on another day.
 5. The Sheriff may access the successful proposer, monthly, liquidated damages of Two Hundred Dollars (\$200.00) for each Inmate Medical Appraisal not completed within fourteen (14) days of booking.
- Q. The successful Proposer shall respond to acute or emergency medical and behavioral health needs of all Jail Complex staff and visitors to the Jail, and shall document the services provided.
- R. The successful Proposer will administer Hepatitis series (A and B) and Flu vaccinations and TB testing to the personnel employed by the Brevard County Sheriff's Office assigned to the Jail, and up to 100 deputies or agents not so assigned. The Proposer will also provide CPR certification for Jail Complex staff. Medical and physical examinations for members of the Jail Complex Corrections Response Team, the Brevard County Sheriff's Office SWAT Team, the Brevard County Sheriff's Office Dive Team, and the Brevard County Sheriff's Office K-9 Unit shall be provided by the Proposer. The Brevard County Sheriff's Office will be responsible for the cost of the vaccines and supplies associated therewith. The Brevard County Sheriff's Office will maintain all records and documentation and will coordinate the scheduling of these services with the successful Proposer.

- S. Medical staff shall be responsible for all housekeeping duties in the infirmary except for the floors, bathrooms, and showers.
- T. Inmates will not be allowed to provide any medical or behavioral health care services, including record keeping.
- U. Copies of all inspection reports shall be provided to the Jail Complex Command Staff.
- V. All outside medical and behavioral health consultations/treatments shall be coordinated at least three (3) days in advance with the Jail Complex Transportation Unit, unless the situation is deemed an emergency situation that cannot be delayed. No information (time, date, etc.) is to be given to any inmate prior to being transported.
- W. The successful Proposer shall be responsible for the disposal of all contaminated and bio hazardous waste. This material must be removed from within the facility to a secured area and disposed of as required.
- X. The successful Proposer shall make-arrangements for body cavity searches to be conducted by medical personnel other than those who currently provide care to inmates in the custody of the Jail Complex in accordance with NCCHC, FCAC, and FMJS standards.
- Y. The successful Proposer shall be responsible for all cost associated with prenatal, delivery, and post-natal care of pregnant inmates. The Proposer will not be held responsible for cost associated with infant care.
- Z. The Brevard County Sheriff's Office requests the price proposals be submitted covering all outside inmate medical care costs. Provider shall establish outside medical contracts utilizing Medicare rates at local hospitals (Rockledge Regional Medical Center is the closest hospital to the Jail Complex).
 - 1. The Provider shall process/adjudicate and pay all costs to provide "off-site" outside the jail inmate medical care services. Onsite care will be the responsibility of the Provider as part of the base contract fee for inmate medical care services. The Provider will be reimbursed the PAID cost on a quarterly basis by the Brevard County Sheriff's Office after receipt of all off- site care invoices and summary reports, by inmate name, showing location of services rendered; brief description of care provided; date of services; date of invoice received; amount billed; amount paid; payment check number; and date of payment.
 - 2. The Provider shall be responsible for all inmate medical care expenses incurred outside of the facility. This will include all expenses for inmate medical care specific to injury and or illness effecting one inmate or more than one inmate during a monthly contract period to be reconciled at the end of each quarter with final reconciliation due from the provider by March 1st following the end of the contract year. Any off-site inmate medical expenses that are not able to be adjudicated and or paid by the contract Provider by the end of the 150-day reconciliation period must be noted to the Brevard County Sheriff's Office on an exception report no later than the 150-day reconciliation dead line. The Provider shall keep the Brevard County Sheriff's Office informed by way of a summary report on the progress/status of the claim/claims noted from the exception report monthly.

6. Medical Records Requirements: Individual medical and behavioral health care records, consistent with State regulations and community standards of practice, will be initiated and maintained for every inmate regarding medical, dental, and mental medical services as a result of the inmate screening process, or for services rendered following assignment to a housing area.

- A. The Jail Complex utilizes CorEMR as its Electronic Health Records (EHR) system and will require the selected inmate medical services provider to either work with CorEMR and be financially responsible for the associated costs, or to propose implementing an alternative EHR. If proposing a new EHR, the breakdown of any costs associated with the EHR must be included in the proposal.
- B. The successful proposer will be required to provide for customization of the EHR system, all their proprietary forms, procedures, policies, protocols, formularies and clinical procedures used by the inmate medical care provider to perform their inmate medical services obligations under this contract and that may be required to be copied/installed into the EHR system. The successful proposer for the inmate medical care program, at the Brevard County Sheriff's Office Jail Complex, will be required to cooperate in the training and orientation of their staff of the EHR system as well as ongoing cooperation and assistance in the management/oversight/updating of the EHR system as it applies to daily use and application related to all the obligations outlined in this RFP.
- C. The successful proposer shall also cooperate and aid the Jail Complex in the development and implementation of software "linkage" between local medical care providers and the Jail Complex EHR system. This is to include the linkage development between the Jail Complex's inmate EHR system and the proposers for future purposes of claims management and billing of off-site and or onsite medical care services as may be allowed by law. Any additional future cost associated with EHR links or changes in the provider network will be the responsibility of the Proposer.

- D. Inmates returning from outside hospital stays or clinic visits are to be taken to the infirmary and cleared by the appropriate medical staff before returning to general population. A note regarding this review with reference to follow up in-house must be documented in the inmate's medical record.
 - E. The results of tuberculin tests shall be read and documented daily.
 - F. Medical staff shall perform reviews, medical examinations, medical summaries, or certifications as are necessary for intra-system transfers, Florida Department of Corrections transfers, food handling and work clearances which must be completed within twenty-four (24) hours from the time the names are provided.
 - G. Medical summaries shall be prepared and sent with inmates being transferred to other correctional facilities other than Brevard County.
 - H. The inmate medical record shall include, but not be limited to:
 - 1. Intake screening form;
 - 2. Medical appraisal form;
 - 3. Physician order/treatment plans;
 - 4. Prescribed medications administered or not administered, date, time, and by whom;
 - 5. Complaints of illness or injury;
 - 6. Findings, diagnoses, treatments, and dispositions;
 - 7. Medical service reports;
 - 8. Consent and refusal forms;
 - 9. Medical grievance forms;
 - 10. Release of information forms;
 - 11. Inmate medical request forms;
 - 12. Laboratory, radiology, and diagnostic studies;
 - 13. Consultation, emergency room and hospital reports and discharge summaries.
 - 14. All documents shall include the date, time, signature and title of each documenter.
 - I. Confidentiality of medical records will be assured in accordance with HIPAA. The medical and psychiatric records will be kept separate from the custody records. Data necessary for the classification, security, and control of inmates will be provided to the appropriate Jail Complex personnel. Medical records will be made available to the Jail Complex personnel when required to defend any cause of action or suit by any inmate against the Brevard County Sheriff's Office.
 - J. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.
 - K. Inactive medical records will be maintained in accordance with the laws of the state of Florida, FCAC and FMJS standards. After two years, inactive medical records will be archived by a mutually agreed upon method.
 - L. Information concerning any court or legal documents affecting inmates and the medical contract provider must be provided in writing to the designated Brevard County Sheriff's Office representative in the Jail Complex prior to the close of the shift of service/receipt.
7. **Quality Assurance Requirements:** A quality assurance program will be ongoing, consisting of monthly scheduled audits of inmate medical care services with documentation of deficiencies and plans for correction of deficiencies and monthly CQI meetings.
- The quality assurance plan shall include a provision for program monitoring and peer review on a semi-annual basis, the results of which shall be made available to the Jail Complex and contract monitor.
8. **Sheriff's Correctional Medical Care Advocate/Monitor:** The Sheriff may designate a Correctional Medical Care Advocate/Monitor who will be his representative and who shall require the successful Proposer to meet all contractual requirements; monitor the successful Proposer's compliance and any corrective actions to resolve areas of non-compliance or deficiencies; and recommend liquidated damages/penalties based on non-compliance and facilitate dispute resolution.
9. **Financial Requirements:** The successful Proposer will be responsible for all costs related to inmate medical care services at the Jail Complex including, but not limited to:

- A. All pharmaceuticals and medical supplies.
- B. Office equipment and supplies, forms, and books;
- C. Medical equipment to include dental, radiographic, emergency, examination room, etc.;
- D. Ambulance services;
- E. Personnel;
- F. Required off-site emergency and non-emergency services (hospital, specialty services, dental, laboratory, radiology);
- G. Prosthesis;
- H. Eye care and eye glasses, dentures, and hearing aids on a referral basis when it is deemed necessary by the Provider for the health and well-being of an inmate;
- I. Sufficient copying equipment to support the contract;
- J. Reimbursement for all long- distance telephone charges incurred using the Brevard County Sheriff's Office telephone extensions;
- K. Contaminated waste disposal.

10. Vendor Qualifications:

- A. References – The Proposer shall provide a list of references (specifically each Florida county jail in which the vendor provides services) in the state of Florida, to include a contact name and telephone number, denoting experience and accomplishments. The proposer shall list other related contracts from which support could be derived in the event of unforeseen emergencies.
- B. The Proposer shall provide business and financial references as requested in Appendix D – pages 5 and 6.
- C. The Proposer shall provide a list of other facilities references in which the vendor has experience with NCCHC certifications.
- D. The Proposer must be organized for the purpose of providing Inmate Medical and Behavioral Health Care Services.
- E. If the proposing company's primary focus is providing Inmate Medical and Behavioral Health Care Services, the Proposer's company or its officers must have five (5) years of corporate experience in providing medical care services at correctional facilities with populations of 500 or more inmates.
- F. The Proposer or its officers must have demonstrated experience in attaining and maintaining a professionally recognized medical care accreditation in a correctional facility.
- G. The Proposer must demonstrate its ability to provide a system of technical and medical support to the on-site personnel.
- H. The proposer must have a proven ability for an immediate contract start-up.
- I. The proposer must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.

11. Exceptions to Proposal: All proposals must clearly and with specificity detail all deviations to the exact requirements imposed upon the Proposer by the General Terms and Provisions (Part A), Special Terms and Conditions (Part B), and Specifications and Program Requirements (Part C). Such deviations should be stated upon the Proposal (Appendix D) of appended thereto. Proposers are hereby advised that the Brevard County Sheriff's Office will only consider proposals that meet the specifications and other requirements imposed upon the Proposer by this package. In instances where an exception is stated upon the Proposal (Appendix D), said proposal will be subject to rejection by the Brevard County Sheriff's Office in recognition of the fact that said proposal does not meet the exact requirements imposed upon Proposer by the General Terms and Provisions (Part A), Special Terms and Conditions (Part B), and Specifications and Program Requirements (Part C).

12. Medical and Behavioral Health Care Contract: The successful Proposer must enter into a contract with the Brevard County Sheriff's Office, the terms and conditions of which must be acceptable to the Sheriff, whether addressed in this Request for Proposal or not. A tentatively selected medical care Proposer that fails to meet the contractual terms of the separate needed contract shall be rejected.

13. Price Sheet: The proposed cost should include a detailed cost of the base contract which will include a population of 1,756 inmates. List separately the total for on-site services such as radiology; ultrasound; medical supplies; dental supplies; office expenses; printing; waste removal; minor equipment lease; licenses, dues and subscriptions; repairs and maintenance; computer supplies and support; seminars; telephone expense; and cell phones. Pharmacy will be listed

separately, and proposers will manage care; coordinate care; adjudicate claims, to include coordination with off-site care providers of all potential third-party payment resources; and pay all inmate off-site medical care costs monthly. The successful proposer will then submit an invoice to the Brevard County Sheriff's Office on a monthly basis for all claims PAID by the proposer. The monthly billings will include the base price, on-site costs, pharmacy, and off-site costs.

14. Proposals:

- A. Request for Proposal Objectives: The objectives for this RFP is to provide prospective Proposers the necessary data for the preparation of proposals. The Brevard County Sheriff's Office will provide a fair method for objectively analyzing submitted proposals resulting in a contract between the successful Proposer and the Brevard County Sheriff's Office that will provide generally for the following:
1. Quality medical and behavioral health services for inmates in the Jail Complex;
 2. Development and implementation of a medical care plan with clear objectives, policies and procedures that are compatible with those of the Brevard County Sheriff's Office, and with a process for documenting ongoing achievement of contract obligations.
 3. Utilization of appropriate personnel in accordance with their scope of practice that are certified and licensed by the appropriate bodies as required by the State of Florida.
 4. Administration leadership that provides for both cost accountability and responsiveness to the Jail Complex Command Staff.
 5. Assurance that Federal, State, Local, and Florida Model Jail Standards, Florida Corrections Accreditation Commission, and NCCHC requirements and standards of medical and mental health care are met.
 6. Continuing education of Brevard County Sheriff's Office Jail Complex staff.
 7. A medical care system that is operated in such a way that is respectful of inmate rights to basic medical care.
- B. Proposer Qualifications: Proposals shall be considered only from firms who can clearly demonstrate to the Brevard County Sheriff's Office a professional ability to perform the type of work specified within the Request for Proposal. Proposers must be able to demonstrate adequate organization, systems, equipment, and personnel to ensure prompt determination of the evidence of responsibility and ability to perform the contract by the Proposer. The Brevard County Sheriff's Office reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The Brevard County Sheriff's Office shall determine whether the evidence of responsibility and ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The Brevard County Sheriff's Office reserves the right to reject a proposal when evidence indicates the inability to perform the contract by a Proposer.
- C. Preparation and Submittal of Proposals:
1. All Proposals shall be signed in ink by the authorized principles of the firm.
 2. All attachments to the RFP requiring executing by the Proposer are to be returned with the proposal.
 3. Six (6) proposals, one (1) original and five (5) copies, are to be returned in a sealed envelope/package. The face of the envelope/package shall clearly indicate the RFP title and number to prevent inadvertent opening.
 4. Proposals must be received by the Brevard County Sheriff's Office, Central Logistics Unit-Purchasing no later than July 10, 2023 at 1:00 p.m. Requests for extensions of this time and date will not be granted. Firms mailing their proposals should allow for normal mail time to ensure receipt of their proposals prior to the deadline for acceptance of proposals. Proposals or unsolicited amendments to proposals received by the Brevard County Sheriff's Office after the acceptance date will not be considered.
- D. Evaluation of Proposals: An Evaluation Committee appointed by the Brevard County Sheriff's Office will evaluate all proposals and make a recommendation to the Jail Complex based on the below listed criteria, shown in order of importance. The Evaluation Committee shall decide its recommendation at a duly noticed public meeting pursuant to the Sunshine Law (Florida Statutes Section 286.011).

The total possible scoring points in the rating of qualifications for all responses to the Request for Proposal equals 300 points.

1. Proposer Qualifications: Total points possible under this qualification is 150.

This criterion will measure the ability of the prospective Proposer to successfully complete the contract as required. Consideration will be given to the following with points, or rating factors, applied to each. The sum of individual factors will be the total given to this grouping.

- a. Prior experience with correctional medical and behavioral health care contracts should have a minimum of five (5) years company experience in the direct delivery of medical care services in a comparable jail environment and must meet minimum specifications. (20 Points)
 - b. Ability to recruit and retain staff – evaluated by current/previous clients. (35 Points)
 - c. Financial status – referenced from Providers using most current Income Statement and Balance Sheet (Required). (20 Points)
 - d. NOTE: The certified Income Statement and Balance Sheet must be from the Company/Organization contracting with the Brevard County Sheriff’s Office to perform services; not a parent Company, Group Division, or Subsidiary.
 - e. Referenced and validated accounts. (15 Points)
 - f. Organization strength (5 Points)
 - g. Ability to manage the program (15 Points)
 - h. Ability to start up the contract in accordance with the Request for Proposal requirements. (25 Points)
 - i. Experience in attaining and retaining NCCHC Medical Certification. (15 Points)
2. Completeness: Total points possible under this qualification is 100.
- a. Failure to provide information as required by this Request for Proposal will be noted and may result in rejection of the proposal at the discretion of the Brevard County Sheriff’s Office. (10 Points)
 - b. Price: All responses will be rated from zero (0) high bid to the maximum rating factor for low bid as indicated for this item. (80 Points)
 - c. Acceptance of the Conditions: This criterion refers to the acceptance of the Proposer to the terms and conditions of the Request for Proposal. (10 Points)
3. Professional Merit/Program Quality: Total points possible under this qualification is 50.
 Agreement to program specifications, soundness of the program, and professionalism of the content will be evaluated by this criterion. This is to include such things as knowledge of the special problems of incarceration facilities and provision of medical care and proper staffing in such facilities. In addition, soundness of approach and quality of the total program offered will be considered.
- E. Method of Award: The Sheriff seeks to award this contract to the Proposer submitting the proposal in the opinion of the Brevard County Sheriff’s Office best serves the requirements of the Brevard County Sheriff’s Office Jail Complex. The successful proposal will be determined utilizing both price and evaluation criteria outlined in Section D above. The Brevard County Sheriff’s Office will make a Proposer selection within fifty (50) calendar days after the closing date for receipt of proposals. Upon selection, the Brevard County Sheriff’s Office will issue a Letter of Intent. Contract negotiations must be completed within thirty (30) calendar days or the Brevard County Sheriff’s Office may elect to cancel the original Letter of Intent and issue another Letter of Intent to the next most successful Proposer. The finalized contract supersedes and controls over any conflicting provision in this RFP.
- F. Terms of Contract:
1. The contract shall cover a three (3) year period. October 1, 2023 through September 30, 2024 will be the first year. October 1, 2024 through September 30, 2025 will be the second year and October 1, 2025 through September 30, 2026 will be the third year. Upon agreement, the contract may be renewed for two (2) additional one-year extensions based upon negotiations of service delivery and costs. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing and must be approved by the Brevard County Sheriff’s Office and the agent of the Provider. Should a decision be made to increase the scope of the contract, the Brevard County Sheriff’s Office and the Provider will mutually agree, in writing, to an adjusted contract price. All payments are contingent upon sufficient funding appropriations by the Brevard County Board of County Commissioners on an annual basis.
 2. Proposals shall provide for the firm holding harmless the Brevard County Sheriff’s Office and the representatives thereof: **INDEMNIFICATION AND HOLD HARMLESS**: The successful Proposer shall agree to indemnify and hold harmless the Brevard County Sheriff’s Office, and its agents, servants, employees, appointees, officers, administrators, successors, or assigns from any and all claims, demands, damages, actions, causes of actions, suits, judgements, or liabilities of any kind or nature whatsoever, asserted or sustained by any person or to any property including, but not limited to, compensatory, consequential, incidental or punitive, and further including any

charges, expenses, attorney's fees or other costs incurred, which arise out of or derive from, in whole or in part, the performance of any services, duties, responsibilities pursuant to the Inmate Medical Care Services Agreement. The aforesaid agreement to indemnify and hold harmless shall include the successful Proposer's agreement to undertake at its own expense the defense of any such action, claims, demands, damages, actions, causes of actions, suits, judgements, or liabilities of any kind or nature whatsoever, brought against the Brevard County Sheriff's Office and its agents, servants, employees, appointees, officers, administrators, successors, or assigns, which claims damaged allegedly resulting from, in whole or in part, the performance of any service, duty, or responsibility included in or resulting from the Inmate Medical and Behavioral Health Care Services Agreement. The agreement to indemnify and hold harmless shall include indemnity for acts or negligence on the part of the Brevard County Sheriff's Office and its agents, servants, employees, appointees, officers, administrators, successors or assigns and shall not change the status of the successful Proposer as an independent contractor nor waive or limit any rights of the Brevard County Sheriff's Office and its agents, servants, employees, appointees, officers, administrators, successors or assigns pursuant to the provisions of Section 768.28, Florida Statutes.

APPENDIX A – INMATE MEDICAL AND BEHAVIORAL HEALTH SERVICES RFP 2023-02
ACCEPTANCE FORM

VENDOR NAME & ADDRESS:

- PROPRIETORSHIP
- PARTNERSHIP
- CORPORATION

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

Our Company has been in business under its present name since: _____

At this present time, we understand all requirements and state that as a serious Proposer we will comply with all the stipulations included in the proposal package. The above- named Proposer affirms and declares:

That the Proposer is of lawful age and that no other person, firm, or corporation has any interest in this proposal or in the proposal proposed to be entered into;

That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud. That the Proposer is not in arrears to Brevard County upon debt or proposal and is not a defaulter, as surety or otherwise, upon any obligation to the county; that no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall become interested, directly or indirectly, surety or otherwise in this proposal; in the performance of the proposal; in the supplies, materials, , and work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees, if awarded the proposal, to complete delivery within predetermined date(s) according to award of proposals. The undersigned agrees, also, that this proposal shall remain open for an evaluation period of sixty (60) days following the opening of proposals.

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

By attaching my signature above I acknowledge that there is a mandatory vendor conference and that the following representatives will attend.

Please return this form by June 2, 2023. Submission of this form may be by any method as outlined in Item 4. Acceptance Form-Appendix A.

APPENDIX B – INMATE MEDICAL AND BEHAVIORAL HEALTH SERVICES RFP 2023-02
DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE PROPOSALS

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the proposals will be followed if none of the tied vendors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance program, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Company)

(Printed Name)

(Title)

(Signature)

(Date)

APPENDIX C – INMATE MEDICAL AND BEHAVIORAL HEALTH SERVICES RFP 2023-02
INSURANCE CHECK LIST

- 1. Comprehensive General Liability Insurance in the amount of \$1,000,000 combined single limit for each occurrence to include the following coverages: Premises/Operations; Products and Completed Operations; Personal Injury; Contractual Liability covering this contract; and Errors & Omissions.
- 2. Workers' Compensation and Employers Liability Insurance as required by Florida state law (Chapter 440) covering all employees of the vendor and subcontractors.
- 3. Auto Liability Insurance which includes coverage for all owned, non-owned, and rented vehicles with a \$1,000,000 combined single limit for each occurrence.
- 4. Excess Liability - \$ _____ per occurrence to follow the primary coverages.
- 5. Professional Liability Insurance (in the event that the contract involves professional or consulting services) in the amount of \$1,000,000 per occurrence and \$6,000,000 per aggregate. Vendor's catastrophic insurance or re-insurance limits are to be detailed and specified for protection against personal injuries, deaths, or property damages, arising from or in any manner occasioned by the acts or omissions of the vendor or anyone directly or indirectly employed by the vendor.
- 6. Certificates of insurance (COI) must be supplied to the Brevard County Sheriff's Office within ten (10) days after award of contract to a successful Proposer.
- 7. The certificates of insurance shall indicate that the policies have been endorsed to cover the Brevard County Sheriff's Office as an **additional insured**.
- 8. These policies may not be canceled, modified, or terminated by the insurance company or the vendor without providing written notice to the Brevard County Sheriff's Office **not less than thirty (30) days** in advance of the cancellation or termination of the insurance policy or policies.
- 9. Other insurance as indicated: Medical Malpractice for all Physicians and Nurse Practitioners/Physician Assistants, Dentist, and other professional or paraprofessional employees (if applicable).

Proposer and Insurance Agent Statement:

We understand the insurance requirements of these specifications, as noted by the items checked above, and that evidence of this insurance is required within ten (10) days of Proposal Award.

Company _____

Printed Name _____

Title _____

Signature _____

Date _____

APPENDIX D – INMATE MEDICAL AND BEHAVIORAL HEALTH SERVICES RFP 2023-02
PROPOSAL – Page 1

INSTRUCTIONS

Include as part of your bid proposal an overview of your company indicating the background of your general management and staff. Provide insight as to how you propose to begin your service to our facility.

The proposal shall include samples of all forms proposed to be used in the performance of the contract.

The proposal shall include an organization chart identifying specific areas of responsibilities of all staff members supported by job descriptions and qualifications of each staff member.

The Proposer shall include a list of all litigation that the firm is currently involved in and all damages and costs paid by the Proposer in the last five (5) years in determined negligence.

We would expect to see reference to prior experience in this field along with documentation of staffing and personnel turnover.

We require a copy of your most recent audited Financial Income and Balance Statement from your most recent fiscal year, along with proof of certification of your staff and state licensing reports for the past three (3) years.

Please include, as part of the proposal package, Statement of References Forms, (Financial and Business), which must be completed as part of your response.

The Proposer understands that this Proposal **must be signed** in ink, and that an **unsigned** Proposal will be considered incomplete and subject to rejection by the Brevard County Sheriff's Office.

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING GENERAL TERMS AND PROVISIONS (PART A), SPECIAL TERMS AND CONDITIONS (PART B), AND SPECIFICATIONS AND PROGRAM REQUIREMENTS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS PROPOSAL TO BE CONSIDERED BY THE BREVARD COUNTY SHERIFF'S OFFICE.

APPENDIX D – INMATE MEDICAL AND BEHAVIORAL HEALTH SERVICES RFP 2023-02
PROPOSAL – Page 2

EXCEPTIONS TO PROPOSAL

NOTE - ANY PRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE BREVARD COUNTY SHERIFF’S OFFICE.

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions (Part A), Special Terms and Conditions (Part B), and Specifications and Program Requirements (Part C), upon which this Proposal is based, to wit:

APPENDIX D – INMATE MEDICAL AND BEHAVIORAL HEALTH SERVICES RFP 2023-02
PROPOSAL – Page 3

PROPOSAL FORM

By signing this proposal, the undersigned Proposer affirms that said proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation providing a proposal of the same purpose, and that this proposal is in all respects fair and without collusion or fraud. The undersigned understands that this proposal must be signed in ink and that an unsigned proposal will be considered incomplete and subject to rejection by the Brevard County Sheriff's Office.

THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING INSTRUCTION TO THE PROPOSERS AND THE SPECIFICATIONS, SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL. ALSO, THE UNDERSIGNED (PROPOSER), BY THE SIGNATURE EVIDENCED, AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS BREVARD COUNTY SHERIFF'S OFFICE AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) RESULTING OUT OF ANY ALLEGED INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS HELD BY OTHER AS ARISES OUT OF THE PROPOSER'S PERFORMANCE OF ANY CONTRACT AWARDED BY THE BREVARD COUNTY SHERIFF'S OFFICE PURSUANT TO THIS PROPOSAL.

Mandatory bid requirement- Please provide a price/cost breakdown, using the line item categories as outlined below, for each of the three (3) contract years. The program/cost applied to each of the categories by the proposers in the development of their price proposals listed below should be based on the cost for that category and that period in conjunction with the assumed inmate population for that period. The sum of the listed categories cost for each period should equal the total bid cost for that period.

COST CATEGORIES FOR EACH CONTRACT PERIOD ARE:

Employee Benefits and Salaries (list all positions by title, hours to work, wage per hour or contract fees, benefit costs per hour, use separate page if necessary but list total staffing costs for that period on this line.)

Contract Fees

Onsite Services to include office expense, printing, waste removal, minor equipment lease, dues and subscriptions, repairs and maintenance, computer supplies and support, seminars, telephone, cell phone, lab costs, ultrasound, radiology costs, medical supplies, dental supplies.

Offsite Services Cost (to include all hospital inpatient/outpatient/specialty lab/radiology/physician etc.)

Pharmaceuticals

Malpractice/General Liability Insurances

Any equipment over \$200

Administrative/General Operations Cost (please define in detail items and related costs)

Federal, State, Local Taxes and Licenses

APPENDIX D – INMATE MEDICAL AND BEHAVIORAL HEALTH SERVICES RFP 2023-02
PROPOSAL – Page 4

PRICING:

Total Cost Year One	Total Cost Year Two	Total Cost Year Three
\$	\$	\$

Medical Equipment in Excess of \$200.00

Item	Manufacturer	Quantity	Cost per Item	Extended Cost

The Proposal is hereby signed as of the date indicated by an official authorized by the Proposer.

Company Name: _____

Printed Name: _____

(SEAL)

Title: _____

Signature: _____

Date: _____

Telephone Number: _____

APPENDIX D – INMATE MEDICAL AND BEHAVIORAL HEALTH SERVICES RFP 2023-02
PROPOSAL – Page 5

STATEMENT OF BUSINESS REFERENCES:

The following references are available for contact.

1. Firm Name	_____
Contact	_____
Title	_____
Mailing Address	_____
Phone	_____
2. Firm Name	_____
Contact	_____
Title	_____
Mailing Address	_____
Phone	_____
3. Firm Name	_____
Contact	_____
Title	_____
Mailing Address	_____
Phone	_____
4. Firm Name	_____
Contact	_____
Title	_____
Mailing Address	_____
Phone	_____

APPENDIX D – INMATE MEDICAL AND BEHAVIORAL HEALTH SERVICES RFP 2023-02
PROPOSAL – Page 6

STATEMENT OF FINANCIAL REFERENCES:

The following references are available for contact.

1. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____

2. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____

3. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____

4. Firm Name _____
Contact _____
Title _____
Mailing Address _____
Phone _____