



Gary Quinn, Director
Gerry P. Little, Deputy Director
John P. Kelly, Commissioner
Virginia E. Haines, Commissioner
Joseph H. Vicari, Commissioner

Michael J. Fiure, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent

**COUNTY OF OCEAN
ADMINISTRATION BUILDING
101 HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753**

COMPETITIVE CONTRACT

PROPOSAL

FOR

**Health Care Services for the
Ocean County Department of Corrections**

NOTICE OF COMPETITIVE CONTRACTING PROPOSAL

The Ocean County Board of Commissioners is seeking sealed proposals for the services of a Health Care Contractor licensed in the state of New Jersey to provide **Health Care Services for the Ocean County Department of Corrections.**

All proposals should include the following documents:

1. Certificate of Insurance
2. Current List of Board of Directors
3. Computed Budget Proposal and Project Description
4. Certified Audit
5. Copy of New Jersey Business Registration Certificate in compliance with N.J.S.A. 52:32-44 OR Copy of IRS letter granting tax exempt status under Sec. 501(c)3
6. Organizational Chart
7. Affirmative Action Regulations N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) Compliance Statement
8. Disclosure of Investment Activities in Iran
9. Statement of Ownership in compliance with N.J.S.A. 52:25-24.2. (Mandatory Document)
10. Non-Collusion Certification
11. Signature Page

It is recommended each prospective Vendor attend a pre-bid conference and complete a site inspection at the Ocean County Jail, 114 Hooper Avenue, Toms River, New Jersey 08753. The date of the pre-bid conference and site inspection will be on Monday, July 12, 2021 at 10AM EST. Security Clearance Applications must be submitted for review and approval for all attendees and are due by Friday, July 9, 2021. A copy of the application is attached (Attachment 2).

Proposal Submission Requirements

Sealed proposals shall be mailed to:

Ocean County Department of Corrections
Attn: Warden Sandra J. Mueller
114 Hooper Ave.
Toms River, New Jersey 08754-2191

and must be received prior to 3:00 pm, EST on Thursday, July 29, 2021. The County will not be responsible for late mail deliveries and no proposals will be accepted if received after the time stipulated in this notice. Proposals may be hand delivered to the County Administrator's Office.

Questions concerning this Request for Proposal should be sent, in writing to Warden Sandra Mueller by FAX at 732-288-5027 as soon as possible prior to the date of the Pre-Proposal Conference. Follow-up questions occurring after the pre-proposal conference must be received no later than 4:00 pm, prevailing time, July 14, 2021. The County is on a tight schedule to meet committee oversight review and make an award announcement on September 1, 2021. There will be no extensions granted to the timeline.

RFP and Contract Schedule:

RFP Issued.....	Wednesday, July 7, 2021
Pre-proposal Conference.....	Monday, July 12, 2021
Last day to submit questions.....	Wednesday, July 14, 2021
RFP Submission Deadline.....	Thursday, July 29, 2021
Interviews with selected Vendors.....	Tuesday, August 3, 2021
Contract Award (tentative).....	Wednesday, September 1, 2021
Services to Begin.....	Wednesday, September 1, 2021

I. INTRODUCTION

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests sealed proposals from qualified Vendors capable of providing Health Care Services for the Ocean County Department of Corrections for a contract term of three years, with an option by the County to renew for two (2) additional one-year periods.

The Ocean County Department of Corrections intends to award a three (3) year competitive contract for Health Care services for the Ocean County Jail for the period September 1, 2021 through August 31, 2024, or thirty (30) days from the receipt of a letter to proceed whichever occurs later, with an option by the County to renew for two (2) additional one-year periods, September 1, 2024 through August 31, 2025, and September 1, 2025 through August 31, 2026.

The Ocean County Department of Corrections invites all qualified individuals and firms hereinafter referred to as "Vendors" experienced in the delivery and management of correctional healthcare to submit a proposal for detainee healthcare services for the Ocean County Department of Corrections, specifically at the Ocean County Jail, hereinafter referred to as "County", or "OCJ".

It is the intent of these specifications to secure a high-quality health care delivery system for the adult detainees at the Ocean County Jail (OCJ), 114 Hooper Avenue, Toms River, NJ 08753.

The successful Vendor shall meet the following general requirements:

- A. Provide clinically necessary medical, dental, and psychiatric services to all detainees, principally on-site, effectively and efficiently.
- B. Maintain NCCHC accreditation and standards for the full duration of the contract and without lapse. The Medical Services Contractor must have proven success providing correctional health services in accordance with NCCHC standards.

Currently the Jail is not ACA accredited, however the Warden may seek ACA accreditation at during the term of the contract. The Medical Services Contractor must have proven success providing correctional health services in accordance with ACA standards.

- C. All services must meet or exceed standards established by the New Jersey Department of Corrections (NJDOC), National Commission on Correctional Health Care (NCCHC), and American Correctional Association (ACA).

- D. Maintain all healthcare standards established by NJDOC and pass all annual audits and inspections by State officials.
- E. Establish and execute a written health care plan with clear objectives, policies and procedures, and on-going audits consistent with the standards of NJDOC, NCCHC, and ACA.
- F. The Vendor shall comply with Ocean County's Jail's policies and procedures.
- G. Provide substance abuse treatment services, detainee counseling and detainee programs. The proposer shall cooperate with the Courts, Probation, Intensive Supervision Program and all other relevant agencies regarding detainee case files pertaining to substance abuse concerns/issues.
- H. Maintain complete and accurate records of all medical, dental and mental health care. Collect, analyze and distribute health statistics on a regular basis and as needed to appropriate agency administrative personnel.
- I. Provide infectious disease control for the facility and provide reports to the Ocean County Department of Health as appropriate.
- J. Operate the health care program in a manner consistent with the detainees' rights to basic health care services.
- K. Maintain a collaborative relationship with OCJ personnel and operational staff.
- L. Implement appropriate cost saving measures whenever possible and, present suggestions at the monthly Medical Audit Committee (MAC) meetings.

BACKGROUND:

The Ocean County Jail is a maximum, medium and minimum County Correctional facility located at 114 Hooper Avenue, Toms River, New Jersey. The facility's Warden is Sandra J. Mueller.

The OCJ opened a new jail in 2012, which is adjacent and connected to the old jail. Detainees are housed in both buildings which are connected. The facility houses both males and females; sentenced and pre-sentenced. Some state prisoners are housed at the jail. Rarely housed are federal detainees. The ADP is as follows: CY 2020 = 284, CY 2019 = 372, CY 2018 = 413, CY- 2017 = 461. Several years of monthly statistics will be distributed at the pre-bid conference on Monday, July 12, 2021 @10AM EST.

The medical unit is located on the second floor of the new jail. The jail design includes decentralized exam rooms throughout its housing units. This allows triage, nurse sick call, provider examinations, and treatments to occur adjacent to housing areas with minimum detainee movement. It is required that medical services continue in this venue. There is a 12-bed infirmary which houses male and females. Each room is single occupancy. In the infirmary area there are two "safe" cells, used for suicide or constant watch. The infirmary is to be staffed 24/7. An LPN currently is posted in the infirmary and works under the direction of an RN who is also on duty 24/7. An exam room is also located in the medical clinic. This room is primarily used for comprehensive examinations, providing more privacy and equipment than found in the housing area exam rooms. There is a two-chair dental suite. There are rooms for mobile radiology, pharmacy and medical records storage. There are four administrative offices and a staff lounge. There are no negative pressure equipped rooms.

The new facility includes a 32-bed medical step-down unit and 20-bed mental health step-down unit for males. Females are provided similar care within the female housing area. There is an intake booking area where detainees are medically screened. Male detainee admissions are housed in the Male Assessment Unit until a physical exam is completed and the PPD is read. Females are housed in Unit 4A until medically cleared.

Detoxification is closely monitored in the jail. Detoxing males are held in the male assessment unit while females remain in Unit 4A.

Medical records are currently maintained in paper. The intake screening process and health assessment requirements are completed through the OMS (offender management system). Medical appointments will also be scheduled through OMS. For this RFP, no electronic medical record is being procured but, Bidders are invited to submit a separate proposal and pricing for an Electronic Medical Record System.

The Medical Clinic contains standard medical equipment. A copy of county-owned medical equipment will be provided at the pre-bid conference. Any additional equipment shall be provided by the Vendor at start-up. A listing of all Office Furniture and Equipment provided for the Medical Clinic and Medical Administration areas will also be provided at the pre-bid conference.

As this is a cost plus or pass through service model, list the additional equipment needed and include those costs as part of the start-up cost. All equipment and office furniture purchased during the term of this contract becomes the property of the county/facility.

QUALIFICATIONS OF VENDORS:

- A. The Vendor should have successful experience as an on-site primary healthcare contractor or be experienced in the delivery and management of comprehensive institutional healthcare services in an adult jail setting of 400 beds or larger facility.
- B. The Vendor should have key on-site staff (e.g. Medical Director, H.S.A., & D.O.N.) with successful jail experience in the delivery and management of a correctional healthcare system. This experience must include a thorough knowledge of standards for health services in adult jails and an understanding of correctional facility operations.
- C. The Vendor must demonstrate satisfactory recruiting capabilities to attract qualified clinical candidates.
- D. The Vendor must demonstrate the management and corporate office capabilities to supervise and monitor the comprehensive healthcare services program and on-site staff to ensure satisfactory service delivery.
- E. The Vendor must have a proven ability for contract start-up within 30 days of contract award.

II. HEALTH CARE MODEL.

Vendors shall submit a Cost-Plus proposal. In this model, the bidder shall propose a management or administrative fee, which shall include all corporate and regional program support, including programs, policies, reporting, recruitment, supervision, etc. In addition, the management fee shall include all corporate support expenses including but not limited to utilization management (UM) systems and services, case management, claims management and payments, network contracting, accounting and financial services, human resources, legal and litigation defense fees, reporting, accreditation and auditing, as well as other specific requirements listed throughout this RFP. Apart from stop loss/reinsurance and

workers comp (which is detailed elsewhere), all other insurances required in this RFP with stated minimum limits will be included in the management fee with no additional costs passed through. The emphasis of the proposal remains a quality healthcare program; however, the County will entertain more cost-effective solutions

The annual contract costs for medical services are as follows.

CY 2021	\$3,879,807
CY 2020	\$3,556,999
CY 2019	\$3,219,013
CY 2018	\$3,330,364

COST PLUS MANAGEMENT FEE CONTRACT

The successful Contractor will process and pay for all services and pass through those costs for reimbursement. OCJ will not process any direct provider payments or pay for said services as an additional cost as these are components of the management fee. It is the intent of this RFP that all corporate support and services routinely provided to other Vendor sites will be provided to OCJ and are expressly included in the management fee proposed.

All Vendor costs directly associated with the medical operations at OCJ shall be known as the “pass-through” costs. These pass-through costs are those services provided directly by the Vendor and/or those services subcontracted out to various healthcare providers (e.g. hospitals, physicians, specialists, medical supplies, office supplies, pharmacy, dialysis, wages, benefits, equipment Vendors, etc.). All pass-through costs shall be reimbursed to the Vendor on a monthly basis. The Vendor shall provide full disclosure of all costs and see that all accounting practices are consistent with Generally Accepted Accounting Practices (GAAP). At a minimum, the following financial reports will be provided:

- Actual vs. Budget Income Statement
- Trended Income Statement (reflecting all expenses borne by Vendor)
- Trended Vendor Report
- Gross Wage Analysis Report
- Staff Hours Report
- Staff Dollars Report
- Subcontractor Payroll Report
- Capitated Off-Site Care Report (Monthly Summary)
- Capitated Off-Site Care Report (YTD Detail)

OCJ reserves the right to modify or require additional reporting and to require changes to reporting formats.

It is the intention of OCJ that the successful Vendor adhere to the transparency requirements of the Cost-Plus model. OCJ will have access to all costs for employee wages and benefits, off-site care contracts and discounting, negotiated Vendor contracts, provider discounts, lab services, supplies, unit prices, and each component of the jail medical operation. Detailed financial reporting is required. It is understood there is no proprietary information withheld from OCJ in this model other than the corporate in-house distribution of the management fee. All equipment, computers, medical and office supplies, equipment, forms, policies, or any goods or services purchased during this contract become the property of OCJ. Summary pass-through cost information with enough detail to justify costs shall be provided to OCJ monthly and detailed information provided upon request.

III. PRE-BID MEETING

It is recommended each prospective Vendor attend a pre-bid conference and complete a site inspection at the Ocean County Jail, 114 Hooper Avenue, Toms River, New Jersey 08753. The date of the pre-bid conference and site inspection will be on Monday, July 12, 2021 at 10AM EST. Security Clearance Applications must be submitted for review and approval for all attendees and are due by Friday, July 9, 2021. A copy of the application is attached (Attachment 2).

Vendors shall familiarize themselves from their own investigations, with all equipment and facilities in use and all conditions to be met under any resulting contract. The site visit is to assure all responses reflect a complete understanding of the conditions, operation, location, equipment, requirements, space availability, and surrounding areas. Any bidder opting not to attend the pre-bid conference and complete a site inspection remains culpable for the above requirements.

Questions after the pre-bid meeting and site inspection must be in writing and directed to Warden Sandra Mueller by FAX at 732-506-5027.

IV. CONTRACT PERIOD AND PRICING:

This contract shall commence on September 1, 2021 through August 31, 2024 (36-months).

Vendor budget projections of anticipated operating pass through costs can be submitted in the financial format of your choosing, however, the key line items must be clearly identified.

Complete the appropriate worksheets and place in each proposal tab of Volume II - Cost Proposals.

Extension Options: The contract may be extended at the option of OCJ for a 12-month period (through August 31, 2025) and a separate second extension for another 12-month period (ending August 31, 2026). Pricing increases for optional years one and two must be expressly proposed.

The RFP will be the primary document should any dispute occur between the RFP, the Vendor's proposal and the contract unless at the option of the Warden a different priority is established.

All proposals should include the following documents:

1. Detailed Budget Proposal. This would be contained in Volume II, Cost Proposal.
2. Variances and Exceptions Form
3. Copy of New Jersey Business Registration Certificate in compliance with N.J.S.A. 52:32-44 OR
4. Copy of IRS letter granting tax exempt status under Sec. 501(c)3
5. Affirmative Action Regulations N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) Compliance Statement
6. Disclosure of Investment Activities in Iran
7. Statement of Ownership in compliance with Chapter 33 of the laws of 1977
8. Non-Collusion Certification.

V. EVALUATION CRITERIA

A review committee will review and rank all responses. The proposals will be reviewed to determine if they conform to all the proposal requirements set forth and the following selection criteria will be used in award of a contract for the services described herein.

25 % - Technical Criteria
25 % - Management Criteria
50 % - Cost Criteria

1. Technical Criteria:

i. Proposed methodology:

- Does the Vendor's proposal demonstrate a clear understanding of the scope of work and related objectives?
- Is the Vendor's proposal complete and responsive to the specific RFP requirements?
- Has the past performance of the Vendor's proposed methodology been documented?
- Does the Vendor's proposal use innovative technology and techniques?
- Is there a clear commitment to provide as many specialty services as possible on-site?

ii. Are sound environmental practices such as recycling, energy efficiency, and waste reduction used?

2. Management Criteria:

i. Project management:

- How does the proposed scheduling timeline meet the contracting unit's needs?
- Is there a project management plan?

ii. History and experience in performing the work:

- Does the Vendor document a record of reliability of timely delivery and on-time and on-budget implementation?
- Does the Vendor demonstrate a record of accomplishment of service as evidenced by contract compliance performance?
- Does the Vendor document industry or program experience?

iii. Availability of personnel, facilities, equipment and other resources:

- To what extent does the Vendor rely on in-house resources vs. contracted resources?
- Is the availability of in-house and contract resources documented?
- Is the proposed staffing plan appropriate for the provision of necessary services as required in the RFP?

iv. Qualification and experience of personnel:

- Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?
- Does the Vendor make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
- Does the Vendor demonstrate cultural sensitivity in hiring and training staff?

3. Cost Criteria:

i. Cost of goods to be provided or services to be performed:

- Relative cost: How does the cost compare to other similarly scored proposals?
- Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?

ii. Innovativeness of proposed financial models to provide services more cost effectively:

- Is each model proposed with associated costs adequately explained?
- Is the first-year budget realistic and included?
- Are base years 2 & 3 priced?
- Are options years 1 & 2 priced?

iii. Assurances of performance:

- Are suitable bonds, warranties, or guarantees provided?
- Does the proposal include quality control and assurance programs?

VI. SCOPE OF SERVICES:

This RFP is for a single comprehensive health care authority to provide twenty-four hour comprehensive medical, dental, mental health, substance abuse and pharmaceutical services to all detainees lawfully committed, including contracted (per diem) detainees. The Vendor shall be the sole supplier and coordinator for all healthcare programs affecting the facility, and as such shall be responsible for the implementation of all necessary and clinically appropriate care throughout the term of the contract. Vendors intending to subcontract any part of this proposal to another provider(s) must include complete information required to evaluate the subcontractor(s). The Vendor shall also be responsible for compliance with any court orders or legal directives regarding health care services should one be directed.

The Vendor's responsibility to each individual detainee shall commence upon commitment of such person to the control of the County. The term "commitment" as used in this agreement shall mean the booking at the Ocean County Jail of persons who have been arrested for violation of laws, or otherwise detained pursuant to any order of law. Such includes those committed to the OCJ and subsequently, temporarily, and physically removed from OCJ by/with other jurisdictions but not discharged from the OCJ (such as in the case of subjects committed to/booked at the jail and then taken from the jail to a court appearance outside of the OCJ).

- A. **Clinic Operations:** The Vendor shall provide health services 7-days per week, including holidays for all necessary care.
- B. **Accreditation Standards:** The Ocean County Jail (OCJ) is nationally accredited by the National Commission on Correctional Health Care (NCCHC). The OCJ may pursue ACA accreditation during the term of this contract. By responding to this Request for Proposals (RFP) the proposing Vendor verifies that it has read and understood the medical standards established by NCCHC, ACA and NJDOC for adult correctional institutions. The bidder further verifies that by responding to this RFP, the proposing bidder intends to design and maintain a healthcare delivery system which meets or exceeds the minimum medical standards established by NCCHC, ACA and NJDOC. The Vendor will cooperate with OCJ Standards and Compliance Officer and provide proofs and reports of compliance for all appropriate accreditation standards including those dealing with employee health. It is imperative the bidder fully understand the reporting requirements and proofs necessary to maintain compliance with ACA, NCCHC and NJDOC.

The OCJ has a Policy, Standards and Compliance Officer who has oversight of all facility accreditation matters, including policy & procedure development and collection and management of required proofs to show compliance. The Vendor shall work closely with this office in policy development and provide required proofs according to all NCCHC, ACA and NJ DOC standards. The Vendor shall also perform any required or appropriate health related inspection as they relate to these standards within the overall institution.

The medical Vendor shall schedule and pay for the accreditation costs, including any between-year mock surveys requested by OCJ. These costs are passed through to OCJ. (The Medical Vendor shall be 100% responsible for accreditation and mock surveys should a comprehensive contract be selected.) The Vendor shall cooperate with any audit or surveyor team and implement any corrective action/measures officially requested. In the event of a dispute between the Vendor and either NCCHC, ACA or NJDOC regarding any compliance standard, then the appropriate accrediting entity shall review and make the final determination.

If the Vendor routinely engages in or participates in company-wide audits or mock surveys using subject matter experts from a central office or other site locations, all such reviews will not incur any expense for the OCJ. Further, all reports, findings and recommendations will be sent unedited to OCJ. OCJ does require an accreditation specialist to be onsite at least once per year to assess NCCHC and ACA compliance.

- C. **Non-Emergency Medical Treatment of Detainees:** The Vendor must establish policies and procedures for handling and responding to each detainee request for non-emergency medical treatment (AKA: Sick Call). All Vendor policies and procedures shall be subject to review and approval by the Warden.

The Vendor must use a sick call logging system that tracks the non-emergency medical requests from initial receipt to final disposition, including date of initial complaint and name and title of health care provider who provided treatment. Placement of the sick call request form with appropriate nursing triage and disposition notes, in the medical record, is required.

- D. **General Staffing Requirements:** OCJ will not provide a staffing matrix for healthcare positions. All bidders shall submit their staffing proposal based upon the needs and understanding of the RFP. The Proposed staffing matrix must contain shift, hours and backfill requirements.

Bidders shall also submit company policies on paid time off, including vacation, sick, personal and holidays. The County has a responsibility to existing Vendor employees to ensure selection of a new

Vendor does not result in a significant change in benefits and cost. Include waiting periods for new employee benefit programs. There will not be any waiting period to initiate employee benefits for existing staff that are retained.

OCJ recognizes the increasing costs of healthcare for Vendor staff. It is imperative OCJ understand the costs associated with employee healthcare program so that a fair comparison and analysis can be made between Vendors. Each Vendor must provide the health insurance coverage plans, costs and deductibles so OCJ can assess the plans and costs. If your company is self-insured or uses a pool to share costs company-wide, please provide the detail of same within your proposal and appropriate worksheet(s). Please note that OCJ may require a cap on self-insured or 'pooled' plans. OCJ is also open to cost reduction incentives to further reduce expense to this line item such as an incentive payment to staff who waives Vendor provided health insurance coverage to participate in a spouses' plan.

It is expected staff will not leave the facility grounds for meals. Meal break is a maximum of ½ hour. Staff meal breaks will not be reimbursed. As an example, a nurse working an 8-hour, or 12-hour shift would be present on-site for 8.5 or 12.5 hours but paid for 8 or 12-hours. The facility provides an officer dining room (ODR) where staff may purchase a meal on-site at a reasonable price.

OCJ is a smoke free institution. Smoking is only allowed in certain designated outside areas. Be aware that smoking and other outdoor breaks can promote an unfair productivity workload upon those employees who do not take similar outdoor breaks. The Vendor should closely monitor this. Any Vendor staff needing to leave their assigned post duties for a smoke break or otherwise leave the facility shall be required to clock out/in for the duration of the break. The Vendor is always responsible to make sure adequate medical staff is assigned to mandatory posts and available to respond to emergencies. OCJ understands the need for breaks during a shift and does recognize those employees leaving their assigned posts take longer to clear security checkpoints and are not guaranteed re-entry into the facility.

Existing full-time staff retained in their same position will not receive lower hourly wages than currently being earned. Existing staff retained will maintain their existing hire date for purposes of evaluation and merit increase. Existing staff retained will not be subjected to waiting periods for health insurance, 401k plans, leave, employee stock options (if available) or similar types of employee benefits. Benefits for existing staff retained will begin on the contract start date. Further, the existing employee start date will serve as the determining factor of time in service for accruing leave. A list of start dates and pay rates will be provided as soon as possible after contract award. Bidders will not price benefits and paid leave as if all employees have a September 1, 2021 start date. The bidder is required to submit with their proposal their respective holiday, leave, health insurance and other employee benefit programs. Vendor employees typically adhere to the holiday leave provided by OCJ. OCJ holiday calendar is provided below which medical staff currently adhere to it.

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

When a holiday falls on Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

No other holidays shall be observed except as authorized by the Warden.

The OCJ administration reserves the right to interview and give final approval to any new Vendor hires. The facility also reserves the right to approve regional or corporate support staff directly assigned to the contract.

It is expected the Vendor will terminate and remove any site employee not deemed acceptable to OCJ. This is essential in situations where safety and security are compromised. Further, immediate disciplinary action is required for any offense which would routinely result in the discipline or termination of a correctional officer, including failure to report to duty timely, non-compliance with documenting incidents or not cooperating with an investigation.

E. Resignations/payouts: When ending employer/employee or subcontractor relationships, companies often make a separation agreement which includes a cash payout in lump sum or payment over a period of time. Be aware that there will be no pass-through cost to OCJ associated with any payout to a Vendor's employees or subcontractors unless OCJ has previously agreed to the terms.

- 1. Staff Orientation:** Staff orientation will be expensed separately from the daily operational labor costs and will consist of a separate orientation cost line item or it may be included as part of recruitment. Orientation for start-up will be included in your start-up cost line item.
 - a. New Staff orientation** will consist of approximately fifty-two (52) hours of customized orientation programming that will be reviewed and coordinated with OCJ's contract monitor and jail administration prior to start-up. Note that four (4) hours of this orientation will be security orientation and training. If your proposal includes a new employee orientation in excess of this allotted time, please note this as an exception. Any orientation expense in excess of the proposed fifty-two hours will be borne by the Vendor.
 - b. Existing Staff Orientation** consists of an abbreviated orientation that the Vendor intends to give to healthcare staff retained from the existing contract. Your proposal must include the number of hours required to orient existing medical staff as well as any paid time for existing staff to complete company forms, applications, etc. These costs must be detailed and listed on your Start-up budget if your proposal includes pass through costs.
- 2. Recruitment:** Recruitment for start-up will be listed as a separate start-up expense. After the initial recruitment effort, all further efforts will be budgeted as a monthly line item. It is expected each bidder will thoroughly execute due diligence in performance of a local salary survey.

The Medical Vendor shall not require non-compete agreements with its employees, subcontractors, contracted specialists, or community providers.

- 3. Overtime:** It is the Vendor's responsibility to staff and schedule the contract appropriately. In the event of a shift shortage, it is expected the Vendor will call Pro Re Nata (PRN) staff prior to granting overtime (OT) to staff already on site. Overtime will be closely monitored, and the Vendor is expected to aggressively manage overtime.

Note: As this model includes pass through costs for labor, only OT that is pre-approved by the H.S.A. or D.O.N. and justified is reimbursable. At no time will OCJ reimburse the Vendor for OT that exceeds 120 hours per 2-week pay-period for all staff. Overtime in excess of the 120 hours will be paid at straight time with the difference deducted from the Vendor's monthly management fee. This is to protect OCJ from the Vendor not retaining or recruiting staff as agreed, properly scheduling, or becoming dependent on limited staff for coverage. Contracted labor (e.g. agency nurses) is not a solution to meeting staffing requirements of the contract. In the event agency staff are utilized, OCJ will only reimburse (allow as a pass-through) the straight hourly wage and benefits (the loaded rate) for the position with the Vendor absorbing the additional costs over and above the position loaded rate. The Vendor will absorb 100% of any training costs for agency staff.

4. **Time Keeping:** A time keeping system must be made available on site at OCJ. Include this installation and cost as a start-up cost. All staff will comply with time keeping policy and procedures and swipe in and out timely on each shift. Vendors are required to submit a copy of their time keeping reports to the Warden or his designee upon request. OCJ can require read-only accessibility to time keeping at any time.

The Vendor is required to prepare and forward to OCJ a weekly staffing report, which shows the hours worked for each contracted position, including those positions subcontracted out. The weekly staffing report will also show overtime hours worked. This report is due by the close of the second (2nd) business day following the weeks' close.

OCJ is to receive a monthly staffing report of productive and non-productive time which corresponds to financial reporting for the month. This report will include by employee, all hours worked, overtime, vacation, sick leave, holiday pay, orientation and other hours. OCJ expects total personnel costs (salaries/wages/taxes/benefits) to be provided for each pay period ending in the month being reported. OCJ, at its discretion, may request a printed copy of every employee's time punches for a pay-period. These individual time reports will include and clearly demonstrate "Edit Punches" made by on-site staff. To clarify, an edit punch is a correction to a swipe that did not occur or did not register on the system. The Vendor will provide these documents accordingly when requested.

5. **Wages:** The Vendor is responsible to ensure qualified and enough staff are recruited and retained in accordance with the staffing matrix and at the proposed price. Each bidder will conduct a salary survey to obtain pricing for wages (include in Volume II). Unreasonably low wages inconsistent with the market may disqualify the bidder.

Employee bonuses are not to be a pass-through cost. Any bonuses should be included in the management fee.

6. **On-call:** The medical Vendor is required to provide 24/7/365 physician and psychiatric on-call services.

F. Position Qualifications:

1. **Health Service Administrator (H.S.A.)** The Vendor shall be required to have one full time Health Services Administrator position appointed by the Vendor and subject to the approval of the Warden. The Health Services Administrator is responsible for the management of health services, staffing and the development of policy and procedures for ensuring that the delivery of services meets the requirements of the State of New Jersey and all

applicable standards. The Health Services Administrator shall be available to the Warden either in person or by phone twenty-four (24) hours per day, seven (7) days per week.

2. **Director of Nursing (D.O.N.)** will be actively monitoring all components of the clinical operation and ensuring staff are fulfilling their responsibilities and duties. The D.O.N. shall be responsible with the H.S.A. for staffing schedules. The D.O.N. will provide clinical coverage and operational oversight.
3. **Medical Director** shall The Medical Director shall be appointed by the Vendor, subject to the approval of the Warden and delegated the responsibility for final medical judgements and for assuring the quality of the health care services provided to detainees. The Medical Director shall be available to the Warden either in person or by phone twenty-four hours (24) per day, seven (7) days per.
4. **Physician** coverage as determined by the vendor will ensure that the demand for detainee health care is met.
5. **Nursing Staff** – All nursing services positions including Registered Nurses, Licensed Practical Nurses and Certified Nursing Assistants must be filled in sufficient numbers to deliver the services.
6. **Mental Health Coordinator** -A licensed Mental Health professional shall be responsible for the clinical oversight of mental health services ensuring the implementation of evidence-based jail mental health services. This position will report directly to the Health Services Administrator. Enough mental health clinicians including Psychiatrist or a LCSW who specialized in Mental Healthcare, Social Workers, etc. shall be hired to provide the mental health service.
7. **Position Backfill:**
 - a. Plans for back-filling staff absences and addressing workload backlogs must be described in detail.
 - b. Per-Diem, part-tie agency or contract personnel may be used to substitute for the contractor’s personnel on an occasional basis. Such staff must be preapproved by OCJ with respect to requirements for background checks, training, drug testing, licensing orientation, etc.

G. Mental Health: Only the Mental Health Coordinator, Licensed Clinical Social Workers (if allowed by company policy), Psychiatrist, or Medical Director will be authorized to clinically authorize the removal of detainees from suicide watch or constant observation. Suicide and constant observation beds are limited. Therefore, the Vendor will establish procedures in which licensed providers will review all suicide watch and constant observation patients on weekends and holidays in order to authorize the removal of patients clinically cleared to be moved from the suicide watch or constant observation unit (Please note that the Vendor may utilize Telemedicine as an option to meet this need).

Mental health staff will review the sentencing orders of detainees returning from sentencing courts. Any detainee receiving a sentence of five years or more will routinely be placed on a watch until otherwise cleared by mental health professionals. Detainees receiving lengthy sentences are at higher risk for suicide. Failure to provide this coverage may subject the Vendor to a financial penalty for each event.

The Vendor shall ensure the availability of a psychiatrist who is authorized to order commitments to a state inpatient mental health facility. The psychiatrist will see and complete the commitment paperwork on detainees who require inpatient treatment within 24 hours of the detainee's referral. The Vendor shall not be responsible for the cost of inpatient services for detainees committed to a state-operated hospital.

The Vendor shall specify a program of individual and group counseling services that will be provided as part of the overall mental health services program. There will be dedicated counseling and groups targeting our female population. Detainees on psychotropic medications will receive follow up care at a minimum of once every 90 days.

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

The Contractor shall provide drug and alcohol abuse counseling including a MAT program.

The Drug and Alcohol Abuse Counselor(s) shall, in addition to other duties, conduct programs in support of all detainees, including, but not limited to:

- i. Provide drug and alcohol counseling services in compliance with Health Care Policies and Procedures and institutional operating procedures under the supervision of the Health Services Administrator;
- ii. Conduct counseling or therapeutic interviews to assist individuals in gaining insight into personal problems, defining goals, as well as planning actions for discharge from Correctional Facilities
- iii. Coordinate and conduct group and individual counseling sessions and prepare notes and reports on progress as it relates to detainee's treatment and participation;
- iv. Participate in diagnostic and other staff meetings for the purpose of treatment planning;
- v. Consult with Medical staff, County Mental Health staff, as well as employees in other institutional areas such as classification and education, for the purpose of obtaining information used for assessment and treatment plans as appropriate;
- vi. Facilitate detainee applications/admissions into substance abuse treatment programs outside the Facility;
- vii. Develop, coordinate and provide in-service training for staff assigned to the institution at the request of the Warden.

H. Dental: The Vendor shall provide on-site dental services with a licensed dentist. Backfill must be provided in cases of planned leave. A qualified dental assistant shall also be provided. Services to be routinely performed by the dentist shall include alleviation of infection and pain, restorations, extractions and treatment of dental emergencies. Employee based services are preferred but subcontracted dental services are acceptable as well.

- I. **Infirmary:** OCJ operates a 12-bed inpatient infirmary for acute medical and mental health patients. The infirmary also has two ‘safe’ rooms for suicide/constant observation. The Vendor shall comply with all applicable NCCCHC and ACA standards concerning infirmary operation and patient care.
- J. **On-Site Specialty Care:** The Vendor shall provide on-site optometry care on a monthly basis. Other specialty care such as PT will be provided on-site as the need arises. Telemedicine is a viable option for the Vendor.
- K. **Network Development:** The Vendor will be responsible to negotiate any and all discounts with community providers for both on-site and off-site medical services. Upon award of the contract, the Vendor will formalize all agreements to be between OCJ and the provider(s) with the Vendor listed as the third-party administrator. The Vendor will pay for on and off-site specialty care and then invoice OCJ for reimbursement based upon the negotiated rate.

L. Pharmaceutical Management:

The Vendor shall provide all pharmacy utilization and management. The pharmacy Vendor will be required to provide computerized physician order entry (CPOE) and electronic medication administration records (eMAR). Compliance with all state law and federal regulations is the responsibility of the Vendor. The name of the subcontracted pharmaceutical provider or subsidiary name must be submitted with the proposal. The pharmacy company will provide delivery service 6-days per week. Arrangement with a local pharmacy must be provided to ensure availability of emergency drugs on a 24/7 basis. All prescription medications may be provided on either a patient specific and/or stock basis. All medications shall be documented on a detainee specific Medication Administration Record (MAR) at the time each medication is passed/administered.

The Vendor shall outline the ‘returns’ policy that will apply to the County, including detail on how return credits will be calculated. Describe in detail any medications (e.g. formulary, non-formulary, IV, HIV, etc.) that do not qualify for return credit. Describe any limitations including minimum quantities that can be returned for credit.

All controlled substances shall be strictly accounted.

Pharmacy Cost and Utilization reports from the Vendor’s pharmacy is a requirement of this RFP. The County will receive the same pharmacy cost and utilization reports the Vendor receives, including all financial and cost information.

The County reserves the right to designate what pharmacy reports it will receive, including reports with pricing, to help better manage costs. The Vendor will acknowledge their cooperation to provide these reports at no cost to the County.

The following is a summary of financial responsibility for medications based upon detainee classification:

1. **County:** These detainees will receive medications from the site formulary and are the financial responsibility of the County. It is expected the Vendor will use formulary drugs whenever clinically appropriate and make all efforts to manage cost.
2. **ICE:** Most medications for ICE detainees are paid for by ICE. ICE does not reimburse for OTC’s. Your pharmacy must be able to bill ICE directly for medications. To ensure appropriate billing, the pharmacy shall provide the site with a form or mechanism to indicate

an order is associated with an ICE detainee. There will be a place to annotate the Alien number of the detainee.

ICE has their own reimbursement schedule for medications. The Vendor and their pharmacy subcontractor must agree to accept the reimbursement schedule of ICE. It is incumbent upon each Vendor to contact ICE and inquire about pharmaceutical reimbursement prior to submitting a proposal.

3. **U.S. Marshal:** These detainees will receive medications from the site formulary and are the financial responsibility of the County. USM detainees on expensive formulary and/or non-formulary medications will be discussed with OCJ administration promptly to determine if relocation or reimbursement is possible.
4. **N.J. State:** These detainees will receive medications from the site formulary and are the financial responsibility of the County. State detainees on expensive formulary and/or non-formulary medications will be discussed with OCJ administration promptly to determine if reprioritization for transfer to the state is possible.

The Vendor or Pharmacy Provider is responsible to provide and pay for all necessary equipment (e.g. med carts) and supplies (e.g. MAR's). Identify and include these costs as start-up costs in your proposed budget. Delivery items (e.g. syringes, pill-cups, IV supplies) will be estimated for the year. These costs will be identified and included in your proposed budget.

The Vendor shall describe in full detail the review and authorization process for non-formulary medications. The description shall include how the pharmacy is notified of approved non-formulary medications. The Vendor shall also supply all IV medications. Each Vendor should provide enough detail within their proposal to ensure IV medication will be available on site within 6-hours of request.

Pharmacy and Therapeutics Committee (PTC) meetings shall be held quarterly. The Vendor's pharmacist shall conduct a quarterly onsite pharmacy inspection. A copy of the full audit report will be provided to the jail administration and discussed at PTC meetings. The on-site pharmacy audit will be coordinated with the Contract Monitor, to occur on the same day the Contract Monitor is on site.

Medication Administration: Vendors must outline their plan to address procedures of passing medication to detainees that are in lock down and/or in segregation, and not readily accessible by the medication carts. All proposals shall outline, in detail, how on-site management staff will monitor medication administration activities. Medication administration records will be completed at the housing units at the time each medication is given. Proposals will outline in detail the training that will occur to medication administration staff to ensure that appropriate documentation occurs at the time the medication is passed. Staff will run a reconciliation report at the end of each med pass to ensure all medications scheduled for a med pass are in fact passed. It is incumbent upon the Vendor to ensure that orders are properly transmitted and profiled to ensure accuracy.

The pharmacy Vendor will provide med carts and software for the CPOE and eMAR. These costs (if any) will be identified and included in your proposed budget.

The Vendor shall also supply all IV supplies, solutions and medications. Each bidder should ensure IV medication will be available on site within 6-hours of request.

Medications for life threatening or serious chronic care or mental illnesses will not be delayed upon admission. All efforts will be made by the Vendor to verify medications within six (6) hours of presentation to medical staff and/or within normal business hours of 0800-1600, seven (7) days per

week for serious medical or psychiatric conditions, or within 24 hours for all other conditions. Verification of medication shall be done by detainee medical history, contacting the treating physician, pharmacy, or family members. Medications will be obtained and administered as clinically warranted until the appropriate referral can be made.

The Vendor shall provide a minimum seven (7) day supply of medication(s) prescribed to detainee(s) with chronic diseases (as well as prescribed psychotropic medications) when said detainee is released from the jail. If the detainee is being discharged to the custody of another institution a three (3) day supply shall be given.

M. Intake Process: Medical intake and admissions screening may be conducted with an LPN although the RN is preferred when available. Admissions to OCJ occur 24/7. Rejection of a new admission arriving to OCJ is a sensitive issue and will be followed up by notification to OCJ administration. In general, rejecting a new admission is a clinical assessment that the detainee needs to be hospitalized or in an emergency room immediately.

The County requests the receiving screening, health history assessment, oral screening, and initial mental health screening and evaluation occur in admissions during medical intake. Purified Protein Derivative (PPD) must be administered at that time as well. Note: Any new admission in need of immediate or urgent medical referral will receive such care when clinically indicated. New male admissions are housed in male assessment until the physical is completed. Females are housed in 4A until the physical is completed. Note that per NJDOC requirements, a detainee may not be placed in general population until the physical is completed. Vital signs will be obtained in admissions during the intake screening process and again at the time of the physical.

In the process of conducting of admissions screenings, medical staff shall be diligent in immediately conducting a documented notification to the Watch Commander upon discovering detainees with critical conditions and/or those requiring oversight. Examples of conditions may include but are not limited to those involving the following:

- Need for emergency room care or hospitalization
- Urgent need for critical care medications
- Suicidal ideation
- New/recent injuries occurring in the jail
- Severe Mental Illness, particularly illness prone to violence or self-harm
- Any contagious illness/disease that would be considered an immediate threat to the detainee population and/or facility staff and require isolation. Examples include Tuberculosis, Influenza, head or body lice, chicken pox, MRSA, Bed Bug bites.

In the last 3-months, an average of 238 detainees per month were booked.

Medical intake screenings must be completed on new admissions within 4-hours of arrival. In the event of a large admission, the Vendor will redirect additional staff to intake to assist in processing new admissions. The H.S.A./DON/Physician will be in communication with intake nurses and made aware of any significant medical concerns of new admissions. Likewise, mental health staff will communicate daily with intake nurses regarding new admissions with issues.

It is the intent of OCJ to use its OMS system to manage the intake process.

N. Drug & Alcohol Withdrawal: Detainees reporting the use of drugs and/or alcohol at the time of the receiving screening must be evaluated at that time for continuation and/or initiation of withdrawal or detoxification management. Detainees placed on a drug or alcohol withdrawal protocol shall be

monitored closely to include the checking of vital signs at least once per shift until cleared from the protocol. A CIWA, COWS or another appropriate flowsheet must be utilized. Detox males will be maintained in male assessment and females in 4A. Any detainee with scoring or other indications of acute withdrawal will be transferred into the infirmary. Detainees placed on an alcohol withdrawal protocol shall be monitored in the infirmary or medical unit and not in general population. Once a detainee is placed in the infirmary for acute withdrawal, vitals and monitoring will occur at a minimum every two (2) hours. Benzodiazepine and Barbiturate withdrawal will also be managed in the infirmary until it is clinically appropriate to move the detainee to the general population. The bidder must explain in detail their system to manage drug and alcohol withdrawal of new admissions. Include the drug and alcohol flow sheet that your firm will use. It does not matter if the form has the name of another facility.

- O. X-Ray Services:** The Vendor will be responsible to provide on-site x-ray. A process for Stat X-rays must be in place for on-site urgent care. The Vendor will also be responsible to secure radiologist over read services for interpretation.

On-site ultrasound must also be available as needed. All such services will include over-read by a board-certified radiologist.

- P. Laboratory Services:** The Vendor will be responsible to provide on-site laboratory services for basic testing such as blood glucose, urine dipstick, urine pregnancy, and drug testing. The Vendor will also provide on-site phlebotomy services for collecting specimens for transport to the contracted lab. The Vendor must contract with an accredited laboratory with specimen pick up 6-days (Monday – Saturday) per week. The lab must provide stat services which include specimen pick up within one (1) hour of notification, and/or a local lab testing facility within driving distance from the OCJ facility.

- Q. Women’s Health Care Services:** The Vendor must establish a full range of health care services specific to women. Services include but are not limited to pre- and post-natal care, child delivery, evaluation for and treatment of STD’s, and counseling programs. Dedicated mental health services will be available to address female specific needs.

- R. Off-Site Care and Utilization Management:** Vendor will provide all off-site care and utilization management (UM) activities on behalf of OCJ to ensure all off-site care is appropriate, efficient and cost effective. Off-site care which is elective in nature is not provided.

It is expected that the site medical director, H.S.A. or D.O.N. will monitor of all inpatient care and will communicate directly with the attending hospital providers to obtain updates and, to jointly determine when a patient can return safely to the facility. The medical director, H.S.A., DON, infirmary nurse, and PhD mental health director should meet regularly to discuss significant care needs and hospitalizations. OCJ requires the medical director and on-site management be aware of current and potential detainee medical issues as well as inpatient progress. It is anticipated a corporate or regional RN Case Manager will obtain detailed information from the hospital case managers and is primarily responsible for updating the UM system, authorizing care, and ensuring sufficient information is provided to the hospital on OCJ’s infirmary capabilities to assist in moving the patient back to the jail.

The case manager shall coordinate case management between the hospital and OCJ site medical. The case manager will provide daily and timely feedback to the site on each inpatient. Case managers will review all inpatient services to expedite the return of detainees to the jail as clinically indicated or when the same level of care can be provided in the infirmary. Case managers will challenge any unnecessary or inappropriate care provided. Through the UR system, the case manager will be able to document UR updates daily for each hospitalized detainee. Updates will be provided 7-days per week. The successful Vendor will ensure a case manager or designee is assigned to review care on weekend admissions. The case manager will immediately initiate contact with the appropriate hospital and/or treatment center

upon notification of any hospital admission. **Each proposal will outline in detail how your procedures will work at OCJ**

Utilization Management services will include the coordination by the on-site management team and Corporate UM team to seek out any third-party reimbursement opportunities for emergency or inpatient care. New Jersey is a Medicaid expansion state and most inpatient care should be covered.

Vendor shall have an electronic Utilization Review (UR) system/program/process in place that allows the site to refer all off-site care, non-formulary medication, and selected on-site specialty care clinics. The UR system shall document referral justification throughout the approving process. Any communication between the approving authority and the site medical director shall be documented in the system. An authorization number, if the care is approved, will be clearly annotated. The system will clearly document the status of a referral (open, pending, awaiting additional information, denied, alternative treatment recommended, approved, closed, etc.). The system will document the offender as county, state or federal for the purpose of assigning financial responsibility to the appropriate agency for the services provided.

The bidder shall describe its process for claims management. If claims are sent to the Vendor, describe what steps are taken between corporate claims representatives and the site to ensure that no legitimate claim inadvertently goes unpaid. The County must be assured of a timely claims payment process and consequently requires a summary of all OCJ claims received by Vendor with date of service, date claim is received, amount discounted, amount paid, date paid. If the claim is denied, provide EOB coding for reason claim was denied.

If all or part of your company's utilization review process is performed by a third party, you must disclose all information about the agency in your proposal. This third-party company will also be required to meet all requirements noted above. All costs associated with utilization review shall be included within the management fee, or overall program cost if submitting a fixed fee response.

Claims Payment: All invoices for services will be paid timely by the Vendor who will then submit a proper invoice to OCJ for pass through reimbursement. The batch report will at a minimum include detainee name, SSN, claim number, date processed, date of service, provider name, invoice total, amount to be paid after discount, and an area for comments. For those claims rejected as no-pays, the patient name and above information will still be provided. It is expected that a comment will be provided as to why the claim is rejected. A code (or EOB) system can be used for this comment requirement if so desired.

It is a mandatory requirement of these specifications that the Vendor communicate off site utilization with the Contractor Monitor who also represents the interests of OCJ. The Contract Monitor shall have accessibility to site management, site medical director, corporate medical director, and the corporate utilization management staff to discuss utilization and to participate in concurrent reviews.

S. Equipment, Instruments, & Medical Supplies: All equipment, instruments, and medical supplies are the responsibility of the Vendor to provide. Maintenance and repair of OCJ owned medical equipment, including routine service due to normal wear & tear will remain the responsibility of the Vendor to pre-pay and pass-through in the monthly invoice. All equipment, instruments and medical supplies purchased through this contract become the property of OCJ. Replacement of equipment required as a result of abuse, theft or improper use will be the financial responsibility of the Vendor.

Other than start-up identified equipment needs, all medical equipment recommended for replacement or upgrade, or any new equipment to be procured with a dollar value of \$300 or greater requires pre-authorization by OCJ. The Vendor shall provide justification for the purchase. Any equipment of less than the \$300 threshold will not require pre-authorization, however, as with all costs, invoicing of the

procurement shall be provided with the monthly invoice to OCJ. OCJ may at its option opt to use its tax-exempt status for any single high-priced equipment purchase.

As a county facility, the county is not subject to state sales tax. The County/OCJ will not reimburse the Vendor for sales taxes.

- T. Continuous Quality Improvement Program (CQIP):** The Vendor shall maintain a comprehensive CQI program in accordance with professional standards. The multi-disciplinary committee will consist of the Medical Director, Mental Health Coordinator, Dentist, HSA, DON, Contract Monitor, and appropriate OCJ Security representatives. All other Vendor staff will participate in CQIP on a rotating or as needed basis. There will be bi-monthly CQIP meetings. Studies will occur monthly. Either the DON or HSA will act as coordinator for each meeting. The Contract Monitor will review the program on a quarterly basis and make recommendations as necessary. CQIP studies of interest may be required by OCJ regardless of the Vendor's CQI schedule.
- U. Environmental Inspections:** The Vendor will participate in the monthly facility environmental inspection as requested. The HSA, DON or designee shall conduct monthly inspections of the kitchen and laundry rooms.
- V. Elective Medical Care:** The Vendor is not responsible for providing elective medical care. Elective medical care is described as medical care which in the opinion of the Vendor's Medical Director and utilization management department is neither medically urgent nor threatens life or limb if withheld, nor causes the detainees' health to deteriorate or cause permanent harm to the detainees' well-being. It is incumbent that the Vendor be aware of community standards which might influence elective medical care. The Vendor agrees to wholly indemnify OCJ from any clinical decisions regarding or criteria used in determining elective medical care.
- W. Healthcare Records:** OCJ uses a paper medical record. OCJ may move to an EMR at some future period. Do not include EMR solutions as part of your proposal. You are invited to propose a solution separately for OCJ's review. All healthcare records (paper or electronic) including information contained in off-site care systems are and shall remain the property of OCJ and as such the Warden or her designee shall have access. The Vendor shall ensure that there is a single unified medical record for each detainee. All health care services that are provided and all treatment plans, regardless of who provides them, are to be documented in the medical record. Medical records will be maintained in compliance with all applicable federal and state laws and regulations, applicable standards and acceptable medical practice.
- Clerical personnel shall be provided to ensure that all documents are placed into detainee's medical records with twenty-four (24) hours for documents generated during weekdays and within forty-eight (48) hours for documents generated on weekends and holidays.
- All detainee medical records that can be accessed by the Vendor, shall remain the property of the OCJ and shall be retained according to state law provided. The Vendor and/or its independent licensed professionals shall have reasonable access to such records when necessary to enable them to properly prepare litigation or anticipated litigation brought or threatened by third persons in connection with services rendered during the contract term.
- X. Medical Diets:** The Vendor shall be responsible for ordering all medically necessary diets. The Vendor will not be responsible for authoring religious, preference or any other type of diets.

- Y. Prosthetics:** The Vendor may be required to provide medically necessary prosthetic devices. These devices include and are strictly limited to eyeglasses and hearing aids only. Any other requests will be reviewed on a case by case basis.
- Z. Vaccines and Immunizations:** The Vendor is responsible for providing flu vaccination for all clinically at-risk detainees. Administration will occur within normal time guidelines set by CDC. The Vendor is also responsible for providing syphilis and tuberculosis screening for all detainees. The Vendor will provide and monitor TB screening for custody food service staff. The Vendor is also responsible for Covi-19 testing and vaccination of staff and inmates.
- AA. Oxygen:** The Vendor shall provide and maintain a reserve of oxygen to be available on-site for both emergency response and chronic care or pulmonary crisis. It is recommended that a minimum of 48-hours of oxygen be available onsite.
- BB. Detainee Co-Pays:** OCJ charges a nominal fee for medical and dental visits, and for prescriptions. Vendor staff are responsible to process charges according to policy and procedures daily and submit to the Business Manager. Currency will not be collected by medical staff. No detainee will be denied care based on ability to pay. The co-pay is \$5.00 for nurse, mid-level, MD or dental visits. The cost of prescriptions is \$1.00 each. Detainees are charged for mental health medications.
- CC. Training:** Please include a copy of your nursing new hire orientation checklist, and monthly or quarterly CME training schedule for all licensed full-time staff. The Vendor shall track compliance of professional CME training.
- From time to time, the Vendor may be required to participate in custody staff training and/or address medical issues in staff training or meetings.
- DD. Medical Transportation:** OCJ will provide security as necessary and appropriate in connection with the transportation of any detainee between the Jail and needed off-site services. The Administrative Assistant shall coordinate all medical transportation for routine off-site care. Urgent or emergency care transport shall be coordinated with the Chief of Security or Watch Commander.
- EE. Biohazard / Medical Waste:** The Vendor shall ensure all biohazard waste is handled and disposed of in accordance with state and federal regulations governing biohazard waste. The Vendor shall also be responsible for any annual registrations.
- FF. Emergency Response Plan:** The Vendor will have necessary equipment immediately available for on-site emergencies. Vendor staff will be knowledgeable of and fully trained on emergency response as well as the location of emergency response equipment. A checklist of said equipment shall be created and maintained to document preparedness. The equipment will be monitored daily and will be an agenda item in the bi-monthly CQIP meetings.
- The Vendor shall also create and maintain a chest of appropriate medical supplies for a mass disaster or pandemic response, and secure same in an agreed upon location within the facility. This chest will be inventoried quarterly with a report provided to the Warden. Meaningful man-down-drills and mass disaster drills will be practiced in accordance with OCJ's standards. All drills will be coordinated with the Chief of Security.
- GG. Visitor and Employee Care:** The Vendor shall provide emergency medical treatment to visitors and OCJ staff as necessary.

HH.Cooperation with County Initiatives: The Vendor shall cooperate with any County initiatives concerning e.g. mental health, addictions treatment or similar programs which may be provided by outside agencies on behalf of County.

II. Cooperation with Public Health: The Vendor shall cooperate with any and all community public health officials and with any inspections of OCJ facility by such agencies.

JJ. Internships / Students: The Vendor shall cooperate and make available internships with community educational/health institutions and provide a meaningful program for clinical students. Written evaluations and/or recommendations requested from the institution or student shall also be provided.

VII MISCELLANEOUS CONDITIONS

A. Start Up: Detail your start-up plan and timeline. Include names of corporate personnel and title responsible for each part of the plan and expected times on site. Budget and include all start-up costs, corporate wages if any, and travel associated with start-up in the appropriate line items as required. There will be no reimbursement for any expenses in excess of proposed start-up cost projections.

B. Staff Uniform: All Vendor staff on-site shall always be appropriately uniformed and display proper facility issued ID cards . As a safety precaution the Vendor scrub colors must not be like the detainee uniforms. Physicians, dentists and mid-level providers will be permitted to wear a lab coat in lieu of scrubs when seeing patients. If corporate logos are used, all corporate logos should be embroidered, decal or otherwise permanently applied. The intent is for medical staff to look professional and to distinguish them as medical staff.

C. Security: The Vendor shall comply with all facility security requirements, rules and regulations.

1. All on-site staff, including subcontracted staff, shall have security background checks performed by OCJ prior to clearance into the facility.
2. All on-site staff, including full-time, part-time, medical staff and subcontractors shall be required to complete an institutional security orientation provided by OCJ prior to starting/providing any service. The Regional Manager/Regional Vice President assigned to oversee the site shall also be required to complete a security orientation prior to start-up. The start-up Specialists or subcontractors providing limited on-site service hours may be required to complete an abbreviated orientation, on a case-by-case basis and at the discretion of the Warden.
3. The OCJ shall have the right of refusal of any new staff including corporate support and may require the replacement (immediate removal) of any existing staff based upon security checks or violations which compromise patient safety or security. The Vendor shall maintain personnel files on all staff, including any subcontractors providing services on-site. The files shall be maintained on-site. Documentation of licenses and orientation maintained in the files shall be accessible to the Warden or her designee.
4. All regular full-time and part-time staff on-site may be screened for illegal substances prior to hire, post hire for reasonable cause and randomly per OCJ drug policy. Any positive results will require immediate and permanent removal from OCJ worksite. The Vendor will be responsible for backfill to ensure no lapse in coverage occurs.

5. All packages, bags, and other items are subject to search by security before entry into OCJ. Vehicles may be inspected as well. OCJ may implement workplace searches of employees, their personal effects brought onto OCJ's premises, and the employees' work areas, desks, lockers, etc. in its attempts to maintain a drug-free work environment and to keep contraband (illegal or impermissible items) out of the jail. Only clear totes, bags, backpacks or containers approved by the Warden shall be allowed in the secure areas of the jail.
6. All on-site staff, including subcontractor staff, shall properly maintain and secure all instruments, equipment and space within the facilities according to OCJ's policies and procedures. Broken or missing equipment shall be reported promptly to the Chief of Security. Broken or missing keys, equipment, sharps, supplies, or medications that could pose an immediate security or health risk will be reported to the Watch Commander immediately with no delay. It is better to go to the Watch Commander and later find out it was a false alarm than to delay for a period only to find out a compromise has occurred.
7. The Vendor and subcontracted staff shall not issue any press or media releases without the expressed written consent and approval of the OCJ Warden.
8. All health care staff must be Covid-19 vaccinated unless there is a documented medical or religious reason for exemption from this requirement.

D. Proposal Preparation Cost: OCJ accepts no responsibility for any Vendor expense including travel incurred while preparing and responding to this proposal. Any and all related expenses shall be borne exclusively by the Vendor.

E. Legal & Claim Settlement Costs: The Vendor shall not pass through any costs associated with detainee or family litigation, including any class action suits and claim settlements. Any and all legal expenses for detainee claim or settlements arising out of the contractor or subcontractors' actions shall be borne by the Vendor or appropriate subcontractor. There is currently there are no known civil or pro se claims active.

F. Contract Monitor: OCJ will have a separate and independent Contract Monitor & Consultant to ensure compliance with the contract. The Vendor shall work with the Contract Monitor, including providing reports, clinical and statistical information as required or requested and with timely response to all inquiries. The Contract Monitor will focus on labor, on/off-site care, pharmacy utilization and risk management. It is required the Vendor work with the Contract Monitor in a collaborative manner to address issues, including ways to improve the efficiency and cost-effective delivery of a comprehensive correctional healthcare system.

G. Vendor Invoicing & Payment:

Cost Plus model: The Vendor shall invoice OCJ in monthly installments and submit same within thirty (30) days for services rendered during the prior month. The invoice shall include 2 separate line items covering (1) the base monthly management fee and (2) actual pass-through costs. Upon receipt of the invoice and verification of services rendered, OCJ shall pay same within thirty (30) days. The Vendor will submit detailed supporting documentation along with each monthly invoice. The pass-through costs shall include enough detail to justify the expense reimbursement requested.

H. Penalties and Liquidated Damages: The Vendor may be assessed fines or other penalties as specified below for failing to meet contract requirements, including but not limited to maintaining proper

accreditation status, continuous staffing shortages, salary and wage variances, untimely payment of off-site care cost and medication administration issues. Any fines and penalties assessed shall be deducted from the Vendor's monthly invoice.

- i. In the event the Vendor fails to properly maintain OCJ accreditation with NCCHC or NJ DOC liquidated damages in the amount of \$50,000 will be assessed. Further, OCJ reserves the right to terminate the contract for cause.
- ii. All staffing positions are required to be backfilled accordingly. Vacant positions unfilled in excess of twenty-one (21) non-consecutive calendar days per rolling 12-month period, may result in a penalty of \$600 per day for providers (physicians, Ph.D., NP/PAC, psychiatrist and dentist) and \$250 per day for all other staff. The intent of these damages is to prevent recurring and/or deficient staffing patterns.
- iii. In the event the Vendor fails to properly provide appropriate mental health coverage for reviewing the mental health status on detainees sentenced to 5-years or more from sentencing court before returning to general population, liquidated damages in the amount of \$1,000 shall be assessed per incident. This is a high interest requirement because of the increased risk for suicide with lengthy sentences. Sentencing court is normally held on Friday's with occasional sentencing on Monday's.
- iv. It is essential the Vendor exercise prudent business practices with the timely payment of all suppliers and off-site care rendered. In the event a trend or pattern of untimely payments is identified (as defined by ten or more instances within any six (6) month period in which an invoice for off-site services is not paid within 60-days of the date of service or within 30-days after receipt of the claim), OCJ will fine the Vendor \$100 per day for each invoice that remains unpaid past the stated time frames until the invoice is paid. No late fees or interest for overdue provider charges will be passed through to the OCJ. Additionally, OCJ may terminate the contract for cause as a result of continuous late payments. The penalties are substantial since OCJ does not want the Vendor to jeopardize the good rates provided to OCJ within the community by establishing a pattern of late payments; nor does OCJ want its reputation in the community damaged or to reflect negatively on jail or elected county leadership. The County recognizes some claims require more in-depth review to assess questionable charges, services or inpatient days. The county is concerned with trends here and not any legitimate retrospective review.
- v. If the Vendor fails to properly and timely record medication administration and/or pre-pours medications (except for those areas with no cart access) then the Vendor shall be fined \$500 per audit finding.
- vi. Should the Vendor not reconcile a medication pass and fail to notify the jail administration, the Vendor shall be fined \$500. Medication administration is a critical function. The county expects it to be performed in accordance with appropriate nursing practice. Detainees are to receive their medications timely and the county expects the Vendor to ensure all detainees scheduled to receive medications get them unless appropriate justification is provided which includes detainee refusal documentation.

- vii. The Vendor shall provide the Accreditation, Standards and Compliance Officer with proofs and documentation of NCCHC and NJ DOC compliance. Failure to provide documentation timely or inadequately will result in a fine of \$1,000 per quarter.
- viii. In the event a serious program deficiency is identified requiring significant corporate support, site nursing or staff hours, or if substantial hours are required to prepare for an upcoming accreditation audit, these unscheduled and unbudgeted nursing and staff hours associated with corrective action or preparations shall not be passed through. Reasonable preparation hours necessary for pending surveys or audits can be agreed upon if communicated timely and if the proposal includes pass through costs.
- ix. The start-up is expected to be successful. Additional staff, travel or other resources needed above and beyond the budgeted start-up is at Vendor expense. This is to ensure the Vendor absorbs the cost for any start-up issues and not the County.
- x. Acceptable overtime is 120-hours per two week pay period. The county is open to reimburse for additional staff time requested by county as discussed in the RFP. Labor cost over and above the allotted FTE's is at Vendor expense.
- xi. The Vendor is expected to diligently manage care. Vendor error or mismanagement leading to significant avoidable cost will not be allowed as pass through. As examples only, emergent offsite care resulting from delayed or missing an intake screening or physical, not following up on a detox patient, not reordering sufficient prescribed medication resulting in emergent off-site care, would be at Vendor expense and not allowed as a pass-through cost. Another example might be not communicating with jail administration, scheduled off site care for expensive procedures, particularly 1-day surgeries; denying the jail an opportunity to approach the courts. In the event of a dispute, the county reserves the right to conduct an independent peer review by a physician to determine the appropriateness or necessity of an off-site event.

I. Third Party Reimbursement: The Vendor shall seek applicable third-party reimbursements for health care services provided to detainees. The Vendor shall return to OCJ any payments received without deductions or cost. Examples include Medicare, Medicaid, Private Health Insurance, MVA/PIP, Worker's Comp, etc. When necessary, the Vendor will be required to assist OCJ in seeking and providing any documentation necessary for reimbursable charges.

J. Off-Site / Specialist / Subcontractor Payments: As stated previously, OCJ will not accept delays in the payment of invoices. Prompt payment of all invoices is a requirement of this RFP. It is imperative that the community's perception of OCJ be associated with the highest level of integrity in payment of all proper invoices, particularly for care provided in the local community.

K. Corporate Visits/Travel: Corporate visits are at the discretion of the Vendor. Pre-approved travel expenses are reimbursable as a pass-through. Any travel other than budgeted travel for start-up and pre-approved visits will not be passed through to OCJ. Those costs will be borne by the Vendor unless specifically authorized by OCJ.

L. Travel: All travel shall be budgeted and defined in the operating budget.

- 1. Travel-Start-up Costs:** All travel associated with contract start-up (airfare, mileage, accommodations, meals, per diem, etc.) shall be disclosed and listed as a line item in Start-up Costs. Budget any and all travel associated with start-up to include all site visits, initial recruitment, training, orientation, client briefing on preparations to go-live, etc. Vendor will pass through all travel costs associated with the site start-up, not to exceed the amount the Vendor proposed in their budget. If Salaries/Wages of the corporate start-up team are to be charged to OCJ, they will be included in the budget.
- 2. Travel-Required Site Visits:** All travel associated with the above stated Required Visits (airfare, mileage, accommodations, meals, per diem, etc.) shall be budgeted as a line item in Travel – Required Visits. Vendor will pass through all travel associated with required visits not to exceed the total amount the Vendor has budgeted. If Salaries/Wages of the corporate visitors are to be charged to OCJ, they will be included in the budget. It is anticipated corporate salaries will be included as part of the management fee.

A copy of your company's customary expense reporting will be submitted with the monthly invoice for authorized travel. Travel expenses will be completed timely upon return and will document the complete expense. Any travel other than budgeted travel for start-up and required visits will not be passed through to OCJ. These costs will be borne by the Vendor unless specifically authorized by OCJ.

M. Policies and Procedures: All policies and procedures will become site specific within 60-days of start-up, subject to OCJ's approval. The Contract Monitor will review all policies and procedures prior to submission for Compliance Office approval and Warden approval. Policies and procedures will address the standards of NJDOC, ACA and NCCHC.

N. Indemnification: The Vendor will indemnify and hold harmless the County, and their respective servants, volunteers, and agents (collectively the "OCJ") for and from any and all claims, including counsel fees and costs of suit, arising out of the performance of professional services by the Vendor, its employees, agents or subcontractors.

- 1.** The Vendor will indemnify and hold harmless OCJ for and from any and all claims, including counsel fees, costs of suit and Section 1983 claims, that arise out of the performance of professional services, to which OCJ may be put due, in whole or part, to the actual or alleged negligence or willful misconduct of the Vendor, its employees, agents or subcontractors. The Vendor shall defend and indemnify OCJ even if OCJ's own actual or alleged partial negligence or willful misconduct, up to and until such a time as a trier of fact, be it a judge, jury, or binding arbiter, determines that the claim(s) is (are) the result of the sole negligence or willful misconduct of OCJ.
- 2.** The Vendor will indemnify and hold harmless OCJ for and from any and all losses to which OCJ may be put by reason of the Vendor's failure to pay its workers, suppliers, or subcontractors for labor or materials provided to OCJ.
- 3.** OCJ shall have the right to monitor and actively participate in the defense of any and all claims against OCJ, at its own expense, if, in its sole discretion, it chooses to do so.

4. The Vendor shall provide OCJ with notice and a full copy of any civil action/litigation claim received by the Vendor within three (3) business days upon receipt.
5. No legal fees, litigation costs, court costs, settlement, travel, expert testimony, or any other cost associated with any such claims regardless of nature (e.g. detainee, employee, service providers, etc.) will be reimbursed to the Vendor or allowed to be passed through to OCJ. Litigation and legal defense funding will not be passed through to OCJ but will be included as part of the management fee.

O. Insurance: All insurance requirements of this section (1-4) will not be allowed as a pass-through expense. These insurances and coverage's will be included as a component of the Management Fee.

1. **Professional Liability Insurance:** The Vendor shall have professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The professional liability policy must cover the Vendor, its employees and unless the subcontractors have their own professional liability insurance, the Vendor's subcontractors. If the Vendor's policy coverage is provided on a "claims made" basis, then the Vendor shall provide coverage for a "tail" period of three years following expiration or termination of the contract with OCJ. All 'tail' costs shall be included in the management fee as well. OCJ will not make 'tail' payments after the conclusion of the contract.

If the Vendor uses subcontractors who are contractually responsible for their own professional liability insurance, such policies shall meet the minimum requirements as described above.

The Vendor shall provide OCJ with copies of the professional liability policies for the Vendor, its employees and subcontractors. OCJ will not be financially responsible for the subcontractors' professional liability policies. The cost of subcontractor insurance policies will not be invoiced to OCJ as a pass-through but will also be inclusive in the management fee.

2. **Commercial General Liability Insurance:** The Vendor shall have general liability insurance coverage in the commercial general liability form including blanket contractual coverage with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The general liability policy must cover the Vendor, its employees and, unless the subcontractors have their own commercial general liability insurance, the Vendor's subcontractors. If the Vendor's policy coverage is provided on a "claims made" basis, then the Vendor shall provide coverage for a "tail" period of three (3) years following expiration or termination of the contract with OCJ. All "tail" costs shall be included in the management fee. OCJ will not make "tail" payments after the conclusion of the contract.

If the Vendor uses subcontractors who are contractually responsible for their own commercial general liability insurance, such policies shall meet the minimum requirements as described above.

The Vendor shall provide OCJ with copies of the general liability policies for the Vendor, its employees and subcontractors. OCJ will not be financially responsible for the subcontractors' professional liability policies. The cost of subcontractor insurance policies will not be invoiced to OCJ as a pass-through but will also be inclusive in the management fee.

The commercial general liability policies shall name OCJ, its officers and employees, as additional insured.

- 3. Certificate of Insurance:** The Vendor must provide certificates of insurance for all required policies before commencing work on the contract. The required policies must be in effect from the first day of the contract (including onsite start-up activities) and run continuously throughout the term of the contract and during any renewal or extension periods. The three year “tail” period of the professional liability coverage must be verified by the insurer. The Vendor and/or its insurer shall be required to provide OCJ within thirty (30) days written notice of any cancellation or non-renewal of a policy or substantive change in policy coverage. OCJ, in its sole discretion, may terminate the health services contract with the Vendor in the event such notification is not provided, or a required insurance coverage is not provided or has lapsed.
 - 4. Vehicle Insurance:** The Vendor shall carry insurance that meets the minimum coverage requirements by New Jersey on any and all vehicles (includes owned and hired) used to conduct business pursuant to this contract. Currently, the minimum is one million dollars.
 - 5. Reinsurance / Stop Loss:** The Vendor shall offer reinsurance / stop loss program to OCJ as part of the comprehensive contract service to mitigate risk of large medical claims. The reinsurance program shall have a \$125,000 deductible per individual/claim. The Vendor shall include with the proposal an underwriter / carrier quote detailing the exact deductible and annual pass-through cost. OCJ believes it should perform a periodic cost benefit analysis as it relates to reinsurance. At its sole option, OCJ may or may not choose to purchase reinsurance, including the raising or lowering of the deductible. Therefore, a Vendor’s ability to obtain strong rates is important. Please submit reinsurance costs to OCJ based upon a deductible of \$125,000. Only quotes from a qualified underwriter will be considered. This premium will be a pass-through expense and only needed if the County assumes any risk for off-site care.
 - 6. Workers Compensation Insurance:** The Vendor and its subcontractors shall have workers’ compensation coverage in the minimum amounts required by New Jersey. Other than the pro-rata monthly cost of workers’ compensation coverage charged by the Vendor apportioned to this contract, OCJ shall not incur any costs associated with workers’ compensation including claims, lost time, settlements, attorney fees, modified duty or litigation or travel. Worker’s compensation expense will be individually itemized on the budget proposal and may not be buried in other costs such as salaries, wages or other benefits. To be clear, OCJ will incur no workers compensation expense other than the budgeted and stated amount listed and budgeted as the workers’ compensation premium. OCJ will not be financially responsible for any subcontractor’s workers’ compensation policies.
- P. Change in Scope of Work:** OCJ may, as the need arises, order changes within the scope of the work without invalidating the contract. There will be no change to the management fee unless the order change is significant in nature. The facility administration will authorize adjustments to needed support, the time required for the performance of the work and such other adjustments as may be equitable as the result of any such change. OCJ may also at any time issue a Change Order (according to applicable state or OCJ purchasing procedures) to make changes in the details or service level of work performed. The Vendor shall proceed with the performance of any changes in the work so ordered by OCJ, pending an agreement between the parties or a judicial decision establishing the increase or decrease in compensation due to the Vendor and/or other appropriate changes to the contract.
- Q. Contract Termination:** This contract may be terminated without cause by OCJ upon one hundred and eighty (180) days written notice. All such party notices shall be binding.

If the Vendor’s usual operations are interrupted delayed or postponed by reason, acts of God, strikes,

lockouts or other industrial disturbances, war, blockades, riots, arrests, explosions, fires, accidents to machinery, or other causes not within the control of the Vendor. Vendor shall not be liable in damages for such interruption, postponement or delay. In the event of such interruption, postponement or delay, Vendor shall take whatever measures it deems appropriate to obtain service for the county, including but not limited to, contracting with other companies for the needed services.

- R. Insolvency / Breach of Obligations:** If the Vendor is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Vendor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if it repeatedly fails to supply sufficient skilled workers, or suitable materials or equipment, payments to off-site care providers or for labor, materials or equipment, incurs repeating deficiencies, fails to comply with minimal accreditation standards or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or if it otherwise violates any provision of the contract documents, including accreditation, then OCJ without prejudice to any other right or remedy, and except in an emergency, after giving the Vendor a minimum of forty-five (45) days from delivery of a written notice, may declare the Vendor in default and take possession of the project.
- S. Appropriation of Funds:** The Contract shall be subject to annual availability and appropriation of funds by OCJ. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this contract, the OCJ shall be entitled to immediately terminate this Contract without penalty or liability.
- T. Alternate Dispute Resolution (Non-Binding Mediation):** If, during the Agreement, a dispute between OCJ and the Vendor arises, the parties will participate, in good faith, in non-binding mediation. Mediation is intended to be an informal process for resolving disputes between the Vendor and OCJ. Both parties shall act in good faith and exercise their best efforts to achieve a reasonable settlement of disputes. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for the purpose of mediation. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present to the parties a list of at least five proposed mediators, along with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth or lower ranked person on each party's list shall be excluded from further consideration. Each party shall assign a score of "4" to their first choice, "3" to their second choice, "2" to their third choice and "1" to their remaining fourth choice. The parties score for each person shall then be added together. The person with the highest combined score shall be the chosen mediator. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, lacking such agreement, as may be determined by the mediator. Each party will bear its own costs of participation in mediation, and they will each pay one-half the costs of the mediator. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved; either party may terminate the mediation by written notice to the mediator and the other party. In that event, either party may submit the dispute to the Courts of New Jersey for adjudication, which Court shall have exclusive original jurisdiction of the dispute.
- U. Controlling Law:** Vendor agrees to submit to the jurisdiction of New Jersey. The laws of New Jersey shall control all transactions, agreements and purchase orders.

V. Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

W. Drug-Free Workplace:

During the performance of this agreement, the contractor agrees will provide a drug-free workplace for the contractor's employees.

X. Prison Rape Elimination Act (PREA):

The Ocean County Jail has established a zero-tolerance policy for any form of sexual abuse and sexual harassment as outlined by the Prison Rape Elimination Act of 2003. The Jail will not tolerate any fraternization or sexual misconduct by staff, contractors or volunteers.

Y. Records Retention:

The contractor shall retain, during the performance of the contract and for a period of seven years from the completion of the contract, all records, including computerized records, pertaining to the contractor's services.

VIII PROPOSAL SUBMISSION:

All responses must be received in the:

Ocean County Department of Corrections
Attn: Warden Sandra Mueller
114 Hooper Ave
Toms River, New Jersey 08753

and be time stamped, no later than 3:00 PM prevailing time on Thursday, July 29, 2021.

All responses must be in a sealed envelope or package and clearly marked: "RFP – Sealed Response – Health Care Services for the Ocean County Department of Corrections."

Proposals may be delivered to the Ocean County Department of Corrections Office of the Warden, 2nd floor, Main Jail between the hours of 8:00 am and 4:00 pm Monday through Friday.

Each proposal shall consist of two (2) separate volumes. The two (2) volumes shall consist of Volume I, the Technical Proposal. Volume II shall be the Cost Proposal. Vendors shall submit one (1) original and three (3) copies of Volumes I and II, (Original copies must be clearly marked). The original proposal and all copies are to be bound and should be identical.

Please provide a CD or thumb drive with all response documents in searchable format (Microsoft Word or Adobe Acrobat).

Proprietary and Confidential information should be clearly marked.

Volume I - The technical proposal shall include all requirements except cost of this request for proposal and shall be organized as follows:

1. Please address each requirement in the proposal using the same number and lettering sequence found in this RFP. All Vendors are requested to avoid lengthy proposals and elaborate artwork. There is no need to go into excessive detail on any company specific programming unless requested in this RFP. This is particularly true if it concerns a requirement or standard of ACA or NCCHC. It is contractually required that medical Vendors will comply with **all** NCCHC, ACA and NJDOC standards, to include all requirements and compliance indicators of the standards to the satisfaction of OCJ and to each accreditation body regardless of what the proposer has highlighted or offered in their proposal response.

To avoid any ambiguity of OCJ intent, the awarded contractor shall be knowledgeable of and implement a health services program that meet all compliance requirements of the NCCHC, ACA and NJDOC. For this reason, this RFP does not address each standard but rather provides overall direction on the healthcare services desired. The Vendor also acknowledges their understanding and intent to comply.

The Vendor will acknowledge their understanding and intent to comply with the above two paragraphs.

2. The proposal must include a recent and reliable financial report for the Vendor and any of its affiliated companies or subsidiaries.
3. The proposal must address each of the general Vendor requirements and Vendor's qualifications as described in RFP
4. The proposal must demonstrate the Vendor's willingness and ability to comply with the terms of this procurement and any attachments hereto.
5. Alternate proposals shall clearly indicate each variance from the specifications. Substantial variances may result in rejection of proposal.
6. The proposal must include a company history, current corporate structure and resumes of the following executive positions.
 - a. Chief Executive and Chief Operating Officer
 - b. Regional Vice President and/or Regional Manager with direct responsibility for site contract oversight
 - c. Corporate Medical Director and Regional Medical Director with direct clinical oversight of the site Medical Director
 - d. Site Medical Director (Exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by OCJ).
 - e. Utilization Manager/Case Manager/UM contractor assigned to the site
 - f. Site Health Service Administrator (H.S.A) and Director of Nursing (DON). Exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by OCJ.

7. The proposal must include the following contractual and legal action history for the past three (3) years, including history of affiliated companies or subsidiaries.
 - b. List and explain all contracts that have been terminated or cancelled prior to contract expiration and include the reason for each.
 - c. List and explain all litigation claims for or involving payments not made to hospitals, clinics, skilled nursing facilities or community medical providers or specialists for off-site health care, whether open, closed and/or settled.
 - d. List and explain all lawsuits involving detainees, employees, government agencies, or shareholders and/or owners; including purpose of action and disposition.

Volume II - The cost proposal shall include all the following and be organized as follows:

1. Describe in detail, the financial objectives and cost of your proposal. Have a first-year budget to support operational costs and fees. In attachment three, please find the cost worksheets. Bidders will need to submit the appropriate cost worksheet so the County can see total costs for years 1-3 and renewal years 4-5.
2. The bidder shall also include:
 - a. Estimated “pass-through” costs
 - b. The Management Fee Worksheet (attachment 1)
 - c. Required site travel
 - d. Projected startup costs
 - e. Projected operating budget
 - f. Salary survey
 - g. Reinsurance quote
3. Include Variances and Exceptions to the RFP.
4. Local salary survey

Fax and email proposals will not be accepted.

It is the responsibility of the bidder to ensure that the completed proposal is delivered within the proper timeframe to the correct location. Proposals received after the specified time or to the wrong location will not be considered.

Each bidder will fully inform themselves of all terms, conditions, and limitations described in this RFP. Submission of a signed Proposal in response to this solicitation implies that you or a representative from your company, has inspected the areas at the location indicated and have satisfied yourselves as to the existing and probable conditions under which you will be obligated to perform your work and services.

Proposals shall be made and submitted in the format requested by OCJ. In addition to the RFP requirements, any additional information the Vendor feels appropriate may be added as an appendix to the RFP. Proposal must address each item listed in the Scope of Service section of this document. Failure to submit all information requested, may result in the Ocean County Jail requiring prompt submission of missing information. Proposals that are substantially incomplete or lack key information may be rejected by OCJ.

Each proposal should be prepared simply and economically, providing a straightforward and concise description of the Vendor’s approach and ability to meet OCJ’s needs, as stated in this RFP.

Each bidder will be responsible for all costs and expenses incurred in preparation of the proposal, and in no event will OCJ be responsible or liable for any costs or expenses due.

Ocean County advises Vendors that Proposals submitted under this RFP will become the property of OCJ and will not be returned. However, if any portion of the Proposal is marked “proprietary” or “confidential” and is clearly noted, this portion may be returned to the Vendor after award of contract, if requested.

Evaluation of Proposals: A contract will be awarded to the Vendor, who in the sole judgment of OCJ provides the level of services and cost effectiveness determined to best meet the needs of OCJ. The right is reserved to reject any or all proposals if it is deemed to be in the best interest of OCJ.

Ranking - All proposals will be reviewed for completeness and qualifications. The County of Ocean shall award a contract to the Vendor or Vendors that best meet the needs and interest of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful Vendor or Vendors to obtain the most cost advantageous services for the County.

Indemnity Clause - The proposer, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

Pay to Play Requirements - Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Certification of Non-Involvement in Prohibited Activities in Iran - Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

Transitional Period - In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

Statement of Ownership - The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Business Registration Certificate – Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

NON - COLLUSION CERTIFICATION

STATE OF NEW JERSEY :

: ss

COUNTY OF _____ :

I, _____ of
the City of _____ in the County of _____
and the State of _____, of full age, being duly sworn
according to law on my oath depose and say that:

I am _____ of the firm of
_____ the vendor
making the Proposal for the above-named Project, and that I executed the said Proposal with
full authority so to do; that said vendor has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
procurement in connection with the above-named Project; and that all statements contained in said
Proposal and in this certification are true and correct, and made with full knowledge that the
County of Ocean relies upon the truth of the statements contained in said Proposal and in the
statements contained in this certification in awarding the contract for the said Project.

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

(Also type or print name of certifier under signature)

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

AFFIRMATIVE ACTION QUESTIONNAIRE

NOTICE TO ALL CONTRACTORS

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- Procurement and/or Service Company
- Professional Consultant
- Other _____

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:
 - (a) An existing federally approved or sanctioned affirmative action program.
 - (b) A New Jersey Certificate of Employee Information Report Approval.
 - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?
Yes _____ No _____
 - (a) If yes, please submit a photocopy of such approval.
2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?
Yes _____ No _____
 - (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

SIGNATURE PAGE

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership
The undersigned is a Corporation under the law of the State
Individual
of _____, having principal offices
at _____.

NAME OF COMPANY, CORPORATION OR INDIVIDUAL
- PLEASE PRINT -

SIGNED BY: _____

PRINT NAME AND OFFICIAL TITLE

ADDRESS: _____

INCLUDE ZIP CODE

TELEPHONE: _____

E-MAIL ADDRESS _____

FEDERAL IDENTIFICATION NO. _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

PART I - Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

PART II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

PART III - Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

PART IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the County of Ocean is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Ocean to notify the County of Ocean in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the County of Ocean to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:
Signature:	Date:

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

**PROPOSERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE FORM INCOMPLETE**

Pursuant to N.J.S.A. 52:32-57, et seq (P. L. 2012, c25, and P.L. 2021, c. 4), any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Proposers **must** review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Pursuant to N.J.S.A. 52:32-57, et seq (P. L. 2012, c25, and P.L. 2021, c. 4), that neither the proposer listed below nor any of the proposer's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the proposer and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below.** Failure to provide such will prohibit execution of the contract and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.

Name _____	Relationship to Proposer _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Proposer Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Ocean is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Proposer: _____

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

DOCUMENT CHECKLIST

Project Title: Health Care Services for the Ocean County Department of Corrections

	<u>Items submitted</u> <u>(Proposer's INITIALS)</u>
A. <u>FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS MANDATORY CAUSE FOR REJECTION OF PROPOSAL</u>	↓
<u> X</u> Statement of Ownership (N.J.S.A. 52:25-24.2)	_____
<u> X</u> Acknowledgment of receipt of addenda or revisions (if issued)	_____
<u> X</u> Cost Proposal	_____

B. <u>FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF PROPOSAL</u>	
Non-Collusion Certification	_____
<u> X</u> Affirmative Action questionnaire	_____
<u> X</u> Signature Page	_____
<u> X</u> One (1) Original, Two (2) copies and One (1) Electronic Copy of Proposal Submission	_____
<u> X</u> References	_____

C. <u>DOCUMENTS REQUESTED TO BE INCLUDED WITH THE PROPOSAL</u>	
<u> X</u> Copy of New Jersey Business Registration Certificate in compliance with N.J.S.A. 52:32-44 <u>OR</u> Copy of IRS letter granting tax exempt status under Sec. 501(c)3	_____
<u> X</u> Disclosure of Investment Activities in Iran	_____
_____ Copy of Proposer's Public Works Contractor Registration Certificate	_____

D. THE UNDERSIGNED PROPOSER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF PROPOSER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.

ADDENDUM ACKNOWLEDGMENT

COUNTY OF OCEAN

ADDENDUM NO: _____

ADDENDUM NO: _____

ADDENDUM NO: _____

ACKNOWLEDGMENT

PROJECT ENTITLED: _____

Acknowledgment is hereby made of the receipt of Addendum No. _____ containing information for the above referenced project.

PROPOSER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE: WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF PROPOSAL SUBMISSION. FAILURE TO DO SO WILL RESULT IN PROPOSAL REJECTION.

Management Fee Worksheet

(On this worksheet include only those management, administrative, overhead, support staff or other corporate activities **THAT ARE NOT** included in the Management Fee and are associated with the administration of this contract). At the bottom of this form list your all-inclusive Management fee pricing.

As noted in the RFP the Management Fee will incorporate all corporate overhead and support activity, which is routinely provided to all its contract sites. Ocean County anticipates the Management Fee will contain no exclusions, but bidders have that option to make exclusions. Pay attention that insurances (excluding reinsurance and comp) are required to be included in the Management Fee. All legal fees and legal defense fees are required to be included in the Management Fee. All UM systems and support and HR support including payroll processing (e.g. ADP) are to be included in the Management Fee. Include the Performance Bond/Surety pricing in the Management Fee. Ocean County retains the right to question or request detailed breakdowns if the Management Fee pricing appears to be questionably low.

<u>Vendor Proposed Management Fee with any noted Exclusions</u>
1
2
3
4
5
6
7
8
9
10

Total Yearly Management Fee Cost: \$

Ocean County Jail Health Care Services Cost Plus Management Fee Proposal Sheet

(Submit only a Cost-Plus Management Fee Proposal)

(Ensure full details, budget and proposal financial description are provided in the appropriate tab in Volume II, Cost Proposal)

Base Year Total Cost

Contract Year September 1, 2021 through August 31, 2022

Management Fee	\$	
Estimated Pass-Through Operational Costs	\$	
Total Amount	\$	

Contract Year September 1, 2022 through August 31, 2023

Management Fee	\$	
Estimated Pass-Through Operational Costs	\$	
Total Amount	\$	

Contract Year September 1, 2023 through August 31, 2024

Management Fee	\$	
Estimated Pass-Through Operational Costs	\$	
Total Amount	\$	

Optional Year Total Cost

Contract Year September 1, 2024 through August 31, 2025

Management Fee	\$	
Estimated Pass-Through Operational Costs	\$	
Total Amount	\$	

Contract Year September 1, 2025 through August 31, 2026

Management Fee	\$	
Estimated Pass-Through Operational Costs	\$	
Total Amount	\$	

Note: All base year and optional year sections must be completed. Failure to respond to both sections will result in an Invalid Proposal.

OCEAN COUNTY DEPARTMENT OF CORRECTIONS
SECURITY CLEARANCE APPLICATION
PLEASE PRINT CLEARLY

****INCOMPLETE** FORMS WILL NOT BE **PROCESSED****

COPY OF VALID DRIVER'S LICENSE, PHOTO I.D. AND SOCIAL SECURITY CARD MUST ACCOMPANY THIS CLEARANCE FORM

LAST NAME:

_____ FIRST NAME: _____ MI: _____

D.O.B.:

_____ SOCIAL SEC. #: _____

EYE COLOR:

HAIR COLOR:

SEX:

RACE:

SCARS/MARKS/TATTOOS:

DRIVER'S LICENSE NUMBER:

STATE:

HEIGHT:

WEIGHT:

PLACE OF BIRTH:

HOME ADDRESS:

EMAIL:

CITY:

_____ STATE: _____ ZIP: _____

PHONE

#{BUSINESS): _____ PHONE # (HOME): _____

AGENCY:

REASON FOR APPLICATION:

DO NOT WRITE BELOW THIS LINE "OFFICIAL USE ONLY" ♦

000000♦♦♦

APPLICATION SUBMITTED BY:

NCIC:

WARRANT

CCIS:

HISTORY

NO WARRANT

NO HISTORY

ACS:

WARRANT

NO
WARRANT

ATS:

WARRANT

NO
WARRANT

HISTORY NO HISTORY HISTORY NO HISTORY
NJCCH/III: HISTORY FACTS/DV HISTORY HISTORY
 NO HISTORY NO HISTORY

Date Run: _____ Investigator: _____

APPROVED DISAPPROVED (LIST REASON BELOW)

APPROVED/DISAPPROVED BY: DATE:

COMMENTS:

ID CARD ISSUED: YES NO EXPIRATION: _____ ENTERED IN COMPUTER

FAX ALL CLEARANCE APPLICATIONS TO: (732) 506-5027

DOC. 11