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**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

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

The Ocean County Board of Chosen Freeholders 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**.

Sealed proposals shall be addressed to:

Office of the Warden
Ocean County Jail / Department of Corrections
114 Hooper Avenue, 2nd Floor
Toms River, New Jersey 08753

and must be received prior to 3:00 pm, prevailing time on Thursday, June 23, 2016. 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 Ocean County Jail, Attn: Office of the Warden. It is recommended Mr. Kiefer be called prior to hand delivery of any proposals.

Questions concerning this Competitive Contract Request for Proposal should be sent, in writing to Erick Kiefer, Business Manager, by email at ekiefer@co.ocean.nj.us (732) 288-7631 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, Thursday, June 9, 2016. The County is on a tight schedule to meet committee oversight review and make an award announcement on August 3rd. There will be no extensions granted to the timeline. The County reserves the right to interview the proposers.

Competitive Contract RFP and Contract Schedule:

RFP Issued.....	4/20/2016
Mandatory Pre-Proposal Conference.....	5/10/2016 at 11:00AM
Last day to submit questions.....	6/09/2016 at 4:00PM
RFP Submission Deadline.....	6/23/2016 at 3:00 PM
Contract Award (tentative).....	8/03/2016
Services to Begin.....	9/01/2016

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 medical services for the Ocean County Jail for the period September 1, 2016 through August 31, 2019, 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, 2019 through August 31, 2020, and September 1, 2020 through August 31, 2021.

The Ocean County Department of Corrections invites all qualified individuals and firms hereinafter referred to as "Vendors" experienced in the delivery and management in correctional healthcare to submit a proposal for inmate healthcare 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 inmates 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 inmates, principally on-site, as effectively and efficiently as possible to OCJ.
- B. Maintain NCCHC accreditation and standards for the full duration of the contract and without any lapse. The Medical Services Contractor must have a proven track record of success providing correctional health services in accordance with NCCHC standards.
- C. Currently the Jail is not ACA accredited however it is the intention of the jail to seek ACA accreditation at some point during the term of this contract. The Medical Services Contractor will be required to assist the jail become ACA accredited and consequently must have a proven track record of success providing correctional health services in accordance with ACA standards.
- D. All services must meet or exceed minimum standards established by the New Jersey Department of Corrections (NJDOC), National Commission on Correctional Health Care (NCCHC), and American Correctional Association (ACA).
- E. Maintain all healthcare standards established by NJDOC and pass all annual audits and inspections by State officials to ensure compliance. 100% compliance with all related standards must be maintained.
- F. Establish and carry out a written health care plan with clear objectives, policies and procedures, and on-going audits consistent with the standards of NCCHC, ACA and NJDOC.
- G. The vendor shall comply with all policies and procedures issued by the Ocean County Jail.
- H. Provide substance abuse treatment services, inmate counseling and inmate programs. The proposer shall interact with the Courts, Probation, Intensive Supervision Program and all other relevant agencies regarding inmate case files pertaining to substance abuse concerns/issues.
- I. 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.
- J. Provide infectious disease control for the facility and provide reports to the Ocean County Department of Health as appropriate.
- K. Operate the health care program in a humane manner with respect to the inmate rights to basic health care services.

- L. Maintain an open and collaborative relationship with all OCJ personnel and operational staff.
- M. Implement appropriate and reasonable cost saving measures whenever possible and, present suggestions at monthly Medical Audit Committee (MAC) meetings and other opportunities.

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 is under the direction of Warden Sandra Mueller.

The OCJ opened a new jail in 2012 which is adjacent and connected to the old jail. Some inmates are still housed in the old jail. The facility houses both males and females; sentenced and pre-sentenced. Some state prisoners are housed at the jail. Rarely are there federal inmates. The ADP is as follows: CY 2016 (YTD March 30, 2016) = 629, CY- 2015 = 630, CY-2014 = 682, CY- 2013=682 and CY-2012= 640. Monthly statistics will be distributed at the mandatory pre-proposal conference on May 10, 2016.

The medical unit is located in the new jail. The design includes decentralized exam rooms throughout the jail's housing units. This allows triage, nurse sick call, provider examinations, and treatments to occur adjacent to housing areas with minimum inmate movement. It is required that medical services continue in this venue. There is a 12-bed infirmary which houses both male and females. Each room is single celled. In the infirmary area there are two safe cells, used for suicide or constant watch. The infirmary is staffed 24/7. An LPN currently is posted in the infirmary who works under the direction of an RN who is also on duty 24/7. Also located in the medical clinic is an exam room. This room is primarily used for female examinations, providing more privacy and equipment than found in the housing area exam room. The dental services are provided in 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 for isolation.

The new jail 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. Medical Services staff will provide appropriate care to these housing areas but will not assign staff to permanent posts. There is an intake booking area when new inmates are medically screened. New inmate admissions (males) are housed in Male Assessment until the physical is completed and the PPD is read. New females will be housed in 4A until cleared. Detox is monitored very closely in the jail. Detoxing males are held in male assessment while the females will remain in 4A.

Medical records are currently maintained in paper. At the time of this RFP there is a move to automate the intake screening process and health assessment requirements through OMS (offender management system). Medical appointments will also be scheduled through OMS. At this time, no electronic medical record is being procured and paper records will continue. Should the OCJ move towards an electronic medical record, the County will procure its own system. No proposer should submit proposal or pricing that includes a proprietary EMR.

The Medical Clinic contains standard medical equipment. A copy of county owned medical equipment (including dental tools) will be provided at the pre-proposal 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-proposal conference. If additional office furniture and equipment is required, it will be at vendor expense. If a cost plus or pass through model is selected, list the additional equipment needed and include those costs as part of the start-up cost. After

startup, and depending upon the health care model awarded (fixed fee or cost plus/pass through proposals), any medical or office equipment in excess of \$300 must be approved prior to purchase. All equipment and office furniture purchased during the term of this contract becomes the property of OCJ. Any medical equipment or furniture identified as necessary prior to submission of your proposal is to be included as a startup cost.

OCJ intends to award 3-year (36-month) contract for the period of September 1, 2016 through August 31, 2019 with an option to renew for two (2) additional one-year periods, September 1, 2019 through August 31, 2020 and September 1, 2020 through August 31, 2021.

The current healthcare model is a comprehensive (fixed fee) contract. In this model, OCJ pays an annual all inclusive fee at the rate of 1/12 per month. Currently there is a \$35,000 per inmate per incarceration cap on medical costs, meaning the OCJ reimburses the vendor 75% of all cost over the cap. The Vendor assumes a 25% share.

QUALIFICATIONS OF VENDORS:

- A. The Vendor should have substantial successful experience as an on-site primary contractor or be otherwise duly experienced in the delivery and management of comprehensive institutional healthcare services in an adult jail setting of 500 beds or larger facility.
- B. The Vendor should have key on-site staff (e.g. Medical Director, H.S.A., & D.O.N.) with substantial successful jail experience in large scale 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 in attracting qualified clinical candidates and retainment of all on-site positions.
- D. The Vendor must demonstrate that it has the management and corporate office capability 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 MODELS (Very Important)

The County is granting latitude to all proposers in determining the health care model to be implemented. Historically, the County has implemented comprehensive health services agreements which have incorporated an all inclusive annual cost (fixed fee) for labor, off-site care, pharmacy, and all other operational costs. Shared risk was provided via “a per inmate, per incarceration” CAP of \$35,000 for off-site and on-site medical care. The shared risk was:

Up to \$35,000, the medical contractor was 100% liable for all medical expense. Any expense over the \$35,000 CAP resulted in the medical contractor being 25% liable and OCJ being 75% liable.

OCJ is interested in changing this approach due to Medicaid Expansion in New Jersey. The emphasis of the proposal remains a quality healthcare program; however the County is seeking more cost effective solutions

to achieve program goals as a result of Medicaid expansion. In September 2014, NJ expanded Medicaid to include inmate health services for inpatient services as long as the inmate meets eligibility requirements. As a result, a comprehensive contract may no longer provide the best financial option for the County if it incorporates inpatient care as part of the cost. Since 2015, it is believed that the current vendor has not had financial responsibility for any inmate hospitalization. For this reason, the County is seeking a medical services vendor who can propose a healthcare program which incorporates the benefits of Medicaid Expansion into the contract pricing. As suggestions only, a comprehensive contract which excludes inpatient care cost would be of interest. A cost plus management fee contract would be of interest. An innovative hybrid of a comprehensive contract with pass through costs or shared care costs would likewise be of interest. Proposers are able to submit different financial options to be competitive with other proposers.

The Scope of Services and required staffing matrix, along with the RFP requirement for 100% compliance to meet all accreditation standards of the NCCHC, ACA, and NJDOC will ensure the County continues to receive quality inmate health services consistent with nationally accredited jail medical programs. Given this, vendors are therefore encouraged to focus much thought and effort in designing the healthcare model which provides the most cost effective solution for the County. Note that this RFP has been written to accommodate fixed fee, cost plus, or hybrid cost pass-through and/or shared risk models. Not all costs will be allowable pass through costs. Is imperative the vendor make distinction as to the type of model they are proposing. In certain sections of the RFP the reader will see terminology to clarify pass through cost considerations. If you are submitting a fixed fee proposal only, most clarifications can be ignored.

The annual contract costs for medical services are as follows. Note the periods are July 1st thru June 30th.

2011 to 2012 \$ 3,104,184.00

2012 to 2013 \$ 3,353,324.04

2013 to 2014 \$ 3,437,157.00

2014 to 2015 \$ 3,540,271.68

2015 to 2016 \$ 3,716,070.12.

COST PLUS MANAGEMENT FEE CONTRACT

For vendors proposing a Cost Plus Management Fee” contract, be aware of OCJ requirements. In this model the proposer shall propose a management or administrative fee which shall include all corporate and regional program support, including all programs, policies, reporting, recruitment, supervision, etc. as determined necessary. In addition, the management fee shall include all corporate support staff and services 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. Management fee note: With the exception of 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 to OCJ, so budget accordingly.

In a cost plus model, the VENDOR 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, **unless they are otherwise excluded in writing.**

All vendor costs directly associated with 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 other 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
- All Staff Hours Report
- All 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 will adhere to the transparency requirements of the Cost Plus model. Each VENDOR will acknowledge their understanding that the “Management Fee Cost Plus” funding model is a very transparent model of disclosing **ALL** pass-through costs to OCJ. 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 and every component of the jail medical operation. Detailed financial reporting is also 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 the course of this contract immediately become the property of OCJ. Proposers uncomfortable with this requirement should consider their intention to propose this model. Failure to disclose costs and unit pricing as requested in this RFP will result in the rejection of the proposal. Summary pass-through cost information with sufficient detail to justify costs shall be provided to OCJ monthly and detailed information provided upon request.

COMPREHENSIVE CONTRACT PROPOSAL (Fixed Fee)

Should a VENDOR opt to submit this type of model, please note that the County prefers not to participate in CAPs. If however, CAP(s) and/or shared risk are part of your proposed solution, please note that the county will not participate in 1-day surgery CAPs or shared risk arrangements for 1-day surgeries, unless the VENDOR has approached the OCJ Administration with sufficient notice of the impending surgery and anticipated costs. This is to prevent costs that might be avoided if the County could make arrangements with the courts on a case by case basis.

If a comprehensive contract solution is proposed, please note that no other staffing will be reimbursed, e.g. overtime or turnover expense, regardless of reason for turnover. New employee security and medical

orientation costs will not be reimbursed.

Be aware that the statistics and utilization information provided has been prepared by the current medical vendor and OCJ makes no guarantee as to the accuracy of the statistics or information provided. As such, much information necessary to make a qualified comprehensive proposal may not be available. The VENDOR must propose accordingly.

HYBRID (ALTERNATIVE) PROPOSALS:

Vendors may submit an alternative proposal based upon experience and expertise within the industry which may better meet the needs of OCJ in terms of patient care and cost containment. Any such proposed program shall completely meet ACA, NCCHC, and NJ DOC standards. The proposing vendor will provide as a minimum, the staffing FTE provided in attachment 1. As a suggestion only, a fixed fee arrangement for labor, benefits and corporate overhead with a CAP and/or shared risk pass through for off-site care costs, and pass through for variables such as supplies, etc could prove interesting.

III. MANDATORY PRE-PROPOSAL MEETING

It is mandatory that each prospective Vendor attend a pre-proposal conference and complete a site inspection at the Ocean County Jail, 114 Hooper Avenue, Toms River, New Jersey 08753. This is a requirement of these proposal specifications. The date of the pre-proposal conference and site inspection will be **on Tuesday, May 10, 2016 at 11:00 am (EST)**. All proposers shall meet in the jail lobby to be issued a visitor ID badge.

NOTE: Security Clearance Applications (Page 61) must be submitted for review and approval for all pre-proposal attendees. Submit a list of all pre-proposal attendees along with their applications to Erick Kiefer, Business Manager, at EKiefer@co.ocean.nj.us **no later than Monday, May 2, 2016.**

Vendors shall completely 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.

All questions after the pre-proposal meeting and site inspection must be done in writing.

IV. CONTRACT PERIOD AND PRICING:

This contract shall commence on September 1, 2016 through August 31, 2019 (36-months). Each Vendor shall propose a comprehensive budget that will be based upon first full twelve (12) month period. Depending on the type of model being proposed, be sure to include all costs (fees, pass through costs, start-up fees, travel, etc, etc). First year projected costs should be based upon the period September 1, 2016 through August 31, 2017. This first year projection amount will be used as part of the evaluation process. 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. Submission of an incorrect operating budget containing multiple omissions may disqualify the proposer. The first year operational budget (and fees if applicable) shall forecast for the OCJ, reasonable inmate healthcare expense for the first 12-months.

Operational Costs for Year's Two and Three (September 1, 2017 through August 31, 2019 will be provided if proposing a fixed fee proposal. Anticipated costs for a cost plus or hybrid pass through proposal shall likewise be provided for the remaining base contract. Any pricing increases for base contract years two and three must be expressly proposed. Attachment 3 (3-pages) has Fee Proposal Worksheets for Cost Plus Management Fee Proposals, Fixed Fee Proposals, and Hybrid (Alternative) Fee Proposals. Complete the appropriate worksheet for whichever model(s) are being proposed and place in each proposal tab of Volume II - Cost Proposals. Proposers are encouraged to provide more than one submission. Be sure to provide a detailed description of each financial proposal to ensure the Selection Committee thoroughly understands what the cost of each proposal is.

Extension Options: The contract may be extended at the option of OCJ for a 12 month period (through August 31, 2020) and a separate second extension for another 12 month period (ending August 31, 2021). Any pricing increases for optional years one and two must be expressly proposed.

Throughout this RFP, OCJ is providing insight into the healthcare delivery model it wants in place. This RFP provides the clearest intent of direction and sets forth requirements and expectations. As such, the RFP will be the primary document should any dispute occur between the RFP, the vendor's proposal and contract unless at the option of the Warden a different priority is established.

All proposals should include the following documents:

1. Detailed and Computed first year Budget Proposal with Model Project Description (note multiple financial submissions may be made). 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 Copy of IRS letter granting tax exempt status under Sec. 501(c)3
4. 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
5. Disclosure of Investment Activities in Iran
6. Statement of Ownership in compliance with Chapter 33 of the laws of 1977
7. Non-Collusion Affidavit

V. EVALUATION CRITERIA

A review committee will review and rank all responses. All 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.

30% - Technical Criteria

30% - Management Criteria

40% - Cost Criteria

1. Technical Criteria:

i. Proposed methodology:

- (1) Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives?
- (2) Is the vendor's proposal complete and responsive to the specific RFP requirements?

- (3) Has the past performance of the vendor's proposed methodology been documented?
- (4) Does the vendor's proposal use innovative technology and techniques?
- ii. Are sound environmental practices such as recycling, energy efficiency, and waste reduction used?

2. Management Criteria:

i. Project management:

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

ii. History and experience in performing the work:

- (1) Does the vendor document a record of reliability of timely delivery and on-time and on-budget implementation?
- (2) Does the vendor demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?
- (3) Does the vendor document industry or program experience?
- (4) Does the vendor have a record of moral integrity?

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

- (1) To what extent does the vendor rely on in-house resources vs. contracted resources?
- (2) Are the availability of in-house and contract resources documented?

iv. Qualification and experience of personnel:

- (1) Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?
- (2) Does the vendor make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
- (3) 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:

- (1) Relative cost: How does the cost compare to other similarly scored proposals?
- (2) Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?
- (3) If shared risk or pass through costs are involved, is the plan sound with reasonable approach for success?

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

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

(4) Are options years 1 & 2 priced out?

(5) Has proposer designed a financial cost model for the County that maximizes Medicaid Expansion in overall cost reduction?

iii. Assurances of performance:

(1) If required, are suitable bonds, warranties, or guarantees provided?

(2) Does the proposal include quality control and assurance programs?

(3) If shared risk or pass through, is reinsurance provided to minimize risk?

VI. SCOPE OF SERVICES:

The VENDOR shall provide for the delivery of comprehensive medical, dental and mental health care of all inmates lawfully committed, including contracted (per diem) inmates, as well as all clinic and acute care infirmary functions. 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. The VENDOR shall also be responsible for compliance with any court orders or legal directives regarding health care services should one be directed. (Note: there are none at this time nor are any anticipated.)

The Vendor's responsibility hereunder, as to each individual inmate, 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 yet 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:** OCJ is nationally accredited by the National Commission on Correctional Health Care (NCCHC). The OCJ may pursue ACA accreditation at some point 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 proposer further verifies that by responding to this RFP, the proposing proposer 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 proposer fully understand the reporting requirements and proofs necessary to maintain compliance with ACA, NCCHC and NJDOC.

OCJ has a Policy, Standards and Compliance Officer who has oversight responsibility for 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 cost, including any between-year mock surveys requested by OCJ. Depending on the healthcare model vendor proposes, these costs may be at vendor expense or 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 with regard to 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, regardless of model type submitted. 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.

Depending on the model and cost proposed, it is incumbent on the medical vendor to incorporate all expenses that will be incurred. A cost plus or hybrid model may allow for pass through costs wherein a comprehensive contract will not. For those models allowing a pass through cost, vendors will not be allowed to 'pass through' any foreseeable cost that wasn't pre-established and budgeted for example, corporate or regional support, travel, insurance, etc.

- C. **Non-Emergency Medical Treatment of Inmates:** The VENDOR must establish policies and procedures for handling and responding to each inmate 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 continue utilization of 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 has provided as an attachment (attachment 1) to these specifications a staffing matrix for all healthcare positions, including shift, hours and backfill requirements. All proposers shall submit their proposal based upon this matrix only. Variances in staffing will not be accepted unless it is part of an alternative solution proposed.

Proposers 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 insure 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. They will be fully covered upon the start of the contract, regardless of model.

OCJ recognizes the increasing costs of healthcare for VENDOR staff. Therefore, 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 deductible 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. Please note that OCJ may require a cap on self-insured or 'pooled' plans. OCJ is also very 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. Staff may also brown bag a meal if they so desire.

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. This should be closely monitored by the VENDOR. 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 has no problem with needed breaks during a shift, but does recognize those employees leaving their assigned posts take longer to clear security checkpoints and are not guaranteed re-entry into the facility. Most notable and concerning are staff outside the facility that are not available to respond to an emergency inside the institution.

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. Proposers will not price benefits and paid leave as if all employees have a September 1, 2016 start date. All proposers will provide a statement of acknowledgement to this effect. The proposer 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. OCJ would prefer the VENDOR to provide the same number of holidays.

New Years 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. Regional and corporate support staff will not be removed from contract responsibilities because of reorganization without the expressed written approval of facility administration.

It is expected the VENDOR will move quickly to terminate and remove any site employee not deemed acceptable to OCJ. This is essential in situations where safety and security is 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 times 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:** In a fixed fee model if proposed, orientation will be included in the annual cost. If a cost plus or pass through option is proposed, 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, the proposal must note this as an exception. Any and all orientation expense in excess of the proposed program will be borne by the VENDOR.

b. **Existing Staff Orientation** consists of an abbreviated orientation that the VENDOR intends to give to medical staff retained from the existing contract. Your proposal must include the number of hours required to orient existing medical staff as well as any paid time for existing staff to complete company forms, applications, etc. These costs must be detailed and listed on your Start-up budget if you proposal includes pass through costs.

2. **Recruitment:** Recruitment for start-up will be listed as a separate start-up expense. After go-live (September 1, 2016) recruitment will be budgeted as a monthly line item. It is expected each proposer will thoroughly execute due diligence in performance of a local salary survey.

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

- 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. Casual OT (staff swiping in early or remaining past the conclusion of the shift is not allowed. The VENDOR is expected to take appropriate action to correct casual OT. Overtime will be closely monitored and the VENDOR is expected to aggressively manage overtime.

Note: If your 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 96 hours per 2-week pay-period for all staff. To clarify this requirement, OCJ is more concerned about an emerging pattern more so than an occasion overage. OCJ wants to see overtime controlled. Overtime in excess of the 96 hours will be paid at straight time with the difference deducted from the VENDOR's monthly management fee. This is necessary 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. This is done to discourage the use of agency staffing.

- 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. This information must be made available in an electronic spreadsheet format so calculations can be performed on the data. OCJ currently uses an MS Excel spreadsheet to record weekly staffing which it will provide to the awarded VENDOR.

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.

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

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

F. Position Specific Staffing Requirements:

1. **Health Service Administrator (H.S.A.)** shall be the initial point of contact for OCJ Administration and shall be empowered to respond timely without having to engage in complex organizational structures for approval to act. It is expected that the H.S.A. will be primarily focused on running OCJ's comprehensive inmate health services program and not become overly extended in completing corporate calls or reporting activities. It is expected the H.S.A. will manage by regularly walking around all areas of the health services operation and be familiar with all operations.
2. **Director of Nursing (D.O.N.)** shall function in a clinical capacity for at least four (4) hours per work day and administratively for the remainder. It is expected the D.O.N. will be actively on the floor 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; however, the D.O.N. will not be used primarily to administratively schedule the nursing staff. The D.O.N. will provide clinical coverage and operational oversight. It is expected the D.O.N. will manage by continual touring of clinical operations.
3. **Administrative Assistant and Medical Records Clerks.** Both these positions shall be cross trained to perform either function. The AA will perform those activities associated with off-site care and the coordination of that care with transportation.
4. **Medical Director / Physician** shall be on-site a minimum 5 days per week. At a minimum a Certified Registered Nurse Practitioner or Physician Assistant (CRNP/PA) shall provide backfill coverage for all non-scheduled leave time.
5. **Nurse Practitioner / Physician Assistant (NP/PA)** coverage shall supplement the medical director in order for there to be on-site provider coverage 7-days per week. It is the intent of OCJ that there will always be a physician or mid level practitioner on site every day of the week. It is understood with a small staff, that there will be some weeks in which 7-day coverage is not possible.
6. **Unit RN.** There will be an RN assigned 24/7/365. The RN shall provide clinical care and supervision of unit staff to ensure all nursing activities such as infirmary care, intake screening, sick call, detox, treatments, medications, labs, diabetics, etc., are completed.
7. **Unit LPN's.** LPNs shall be assigned per the staffing matrix to ensure med pass, intake screening, infirmary care, etc is completed.
8. **Mental Health Coordinator** shall be a licensed clinical social worker and shall have oversight responsibilities for all mental health operations.
9. **Mental Health Professionals** shall be duly qualified MS level or licensed counselor/clinicians performing functions within the scope of their licensure. There shall be MHP coverage 7-days per week.

10. **Substance Abuse Counselors** shall be duly qualified and licensed as substance abuse and/or addiction treatment counselors. Each will be competent to address substance abuse issues. At a minimum there will be substance abuse services 5-days per week.

11. **IV Certified Nurses** are preferred by OCJ. The VENDOR shall make IV certification and training available to all RN nursing staff to ensure there are IV certified nurse's available on all shifts 24/7.

12. Position Backfill:

- a. With the exception of the H.S.A. and D.O.N., all clinical positions require daily backfill to ensure hours are provided. Positions requiring backfill have been annotated with a single asterisk (*) on the staffing matrix. At no time will these positions go unfilled.
- b. The H.S.A., D.O.N., Administrative Assistant and Medical Records Clerk may be absent without backfill for routine leave time but not all at the same time. Any administrative absence over 2 weeks (10 business days) in duration, regardless of reason (illness, FMLA, Comp, vacation, etc), must be backfilled. The H.S.A. will be backfilled by the Regional Manager or other qualified corporate personnel. Under no condition will OCJ reimburse the VENDOR for an absent H.S.A., D.O.N., administrative assistant or medical records clerk who is off in excess of 2-weeks except for the position backfill. It is required the AA and medical records staff be cross trained.
- c. Some clinical positions will have leeway in backfill. It may be difficult to have a physician backfill for a Medical Director who has called out sick. It is expected that the CRNP or PAC will provide some type of coverage to ensure critical needs are met and that there is a provider on site daily. Positions annotated with a double asterisk (**) fall into this category. It is expected the hours will be provided or made up within 3 business days. The Dentist also falls into this category.
- d. For all positions annotated with a single (*) or double (**) asterisk, continual and/or periodic failure to provide the services due to vacancy, leave, FMLA, or comp may result in a penalty. Vacant positions unfilled in excess of twenty-one (21) consecutive or non-consecutive calendar days may result in a penalty of \$600 per day for providers (physicians, Ph.D., NP/PAC, psychiatrist) and \$250 per day for all other staff.

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 inmates 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).

It is a requirement of this contract that mental health staff review the sentencing orders of inmates returning from sentencing courts. Any inmate receiving a sentence of five years or more will routinely be placed on a watch until otherwise cleared by mental health professionals. Inmates 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 inmates who require inpatient treatment within 24 hours of the inmate's referral. The VENDOR shall not be responsible for the cost of inpatient services for inmates committed to a state-operated hospital. Please note however the state hospitals have recently not paid for off-site radiology and have had those vendors direct bill the medical contractor, who has paid the bills.

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.

Inmates on psychotropic medications will receive follow up care at a minimum of once every 90-days.

Inmates treated for serious mental illness will have Multi-Disciplinary Reviews (mental health, med nurse, housing unit custody officer, classification, etc) at a minimum of once every 30-days, MDR's will result in a care plan that is monitored and revised as necessary.

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.

The Drug and Alcohol Abuse Counselor(s) shall, in addition to other duties, conduct programs in support of all inmates, 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 inmate'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 inmate 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 for the required weekly hours. 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 NCCHC and ACA standards concerning infirmary operation and patient care. The staffing matrix accommodates infirmary staff.
- 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:** Depending on the financial model proposed, the vendor may be responsible for all costs, shared levels of cost, or no cost if a pass through of costs is proposed. 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. In a cost plus or pass through model, 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. At the option of the County, the pharmacy vendor may 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 an inmate specific Medication Administration Record (MAR) at the time each medication is passed/administered. The County does not have a Keep-on-Person (KOP) program.

Note: The financial model proposed will determine if the vendor will be directly responsible for pharmacy cost, share costs with County, or pass costs through.

If a proposal has pharmacy costs as a pass through, the Vendor will document any other costs associated with the cost per medication (e.g. packaging costs, administrative costs, management fees, delivery fees, etc.). Any hidden or undisclosed costs will be the responsibility of the Vendor to pay and shall not be allowed to be passed through to the County. Indicate any differences in cost for 'stock' medication versus 'patient specific' medications. 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 for.

Pharmacy Cost and Utilization reports from the Vendor's pharmacy are 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 inmate classification and status.

1. **County**: These inmates will receive medications from the site formulary and are the financial responsibility of the Vendor. 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. Please note OCJ does not routinely house ICE detainees. Any detainees brought to OCJ are moved out very quickly.

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. Marshall**: These inmates will receive medications from the site formulary and are the financial responsibility of the Vendor. USM inmates on expensive formulary and/or non-formulary medications will be discussed with OCJ administration promptly to determine if relocation or reimbursement is possible. There are rarely US Marshal inmates housed in the jail.
4. **N.J. State**: These inmates will receive medications from the site formulary and are the financial responsibility of the Vendor while in the OCJ. State inmates 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, and what stop gaps are in place to ensure non-authorized meds are not sent to the site.

The County must be satisfied that a proper system of review is in place to prevent unauthorized use of non-formulary medications. The County at its sole discretion may direct some inexpensive medications be placed on the site formulary.

The Vendor shall also supply all IV medications. Each Vendor should provide sufficient 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 at least quarterly. The Vendor's pharmacist shall conduct a quarterly onsite pharmacy inspection. The PTC meeting may be conducted telephonically from time to time. A copy of the full audit report will be provided to the jail administration and discussed at PTC meetings. The on-site pharmacy audit and inspection will require the pharmacist to be on site a minimum of 4-hours per visit. The on-site audit will include at least 1-hour of observation of med passes. The on-site pharmacy audit will be coordinated with the Contract Monitor, so as to occur on the same day the Contract Monitor is on site.

While the County cannot and will not dictate the practice of medicine to mental health professionals, it does strongly caution the mental health provider against abruptly changing medications when an inmate is returned from an inpatient facility or if it is confirmed that an inmate is successfully managed on existing medications. The medical provider will be held accountable for any deterioration in the inmate's mental health status and any adverse reactions experienced as a result of such medication changes up to and including the costs of off-site care.

Medication Administration: All proposals must acknowledge that pre-pouring medications is not acceptable, is considered an unsafe practice and leads to medication errors. All proposals will outline the training that will occur to all medication staff to ensure pre-pouring does not occur. Additionally, Vendors must outline their plan to address procedures of passing medication to inmates that are in lock down and/or in segregation, and not readily accessible by the medication carts. Pre-pouring of medications in this situation is acceptable. 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 particular 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 proposer should provide sufficient detail within their proposal to ensure IV medication will be available on site within 6-hours of request. Depending on the proposed financial model, IV meds may be at vendor cost or constitute as a pass through.

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 inmate medical history, contacting the treating physician,

pharmacy, or family members. Medications will be obtained immediately 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 inmate(s) with chronic diseases (as well as prescribed psychotropic medications) when said inmate is released from the jail. If the inmate 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. There is no permanent nurse posted to intake. 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 inmate needs to be hospitalized or in an emergency room immediately.

The Vendor will inquire from each new admission, detailed information on health insurance as part of the intake process. The County will require the Vendor to seek any and all opportunities for coverage or third party reimbursement. Examples include Medicare or Medicaid eligibility, private health insurance, spouse's insurance, parents insurance if under 26, worker's comp, personal injury protection (PIP) for any MVA related injuries, Charity Care, Service Connected Disability/VA, Cobra eligibility, etc, The County will review the intake health insurance questions asked during the intake screening process and will have final approval of the inquiry process.

The County requests the receiving screening, health history assessment (not physical), 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. The complete physical should occur within 48 to 72 hours later so the PPD is read at the time of the physical. Note: Any new admission in need of immediate or urgent medical referral will receive such care when clinically indicated and will not wait until the time of the physical. 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, an inmate may not be placed in general population until the physical is completed. The Vendor reserves the option to draw the VDRL at the time of their choosing but within the first 14-days. Vital signs will be obtained in admissions during the intake 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 inmates with critical conditions and/or those requiring extraordinary 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 inmate 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 15-20 inmates per day were booked.

Medical intake screenings must be completed on new admissions no later than 4-hours of arrival. The County prefers screenings as soon as possible with a target of under 2-hours of arrival whenever possible. In the event of a large admission it is expected that the VENDOR will demonstrate flexibility and redirect additional staff to intake to assist in processing new admissions. If an additional nurse is requested by the jail, to accommodate a known community sting operation, the County will reimburse for that additional staffing.

It is expected the H.S.A./DON/Physician will have open communication lines with intake nurses to be aware of any significant medical concerns of new admissions. Likewise, mental health will communicate daily with intake nurses.

It is the intent of OCJ to use its OMS system to manage intake. By the time of award, it is anticipated the OMS project will be complete. It is also possible the jail may procure its own EMR at a future date. With contract award, the medical services vendor acknowledges and agrees to share any VENDOR forms and/or questionnaire which OCJ may use as a template for the EMR. Such use shall not be at cost to OCJ nor shall OCJ stop using the shared format and questions should the VENDOR's contract expire or terminate.

N. **Drug & Alcohol Withdrawal:** Inmates reporting the use of drugs and/or alcohol at the time of the receiving screening must be evaluated at that time for continuation and/or initiation of withdrawal or detoxification management. Inmates placed on a drug or alcohol withdrawal protocol shall be monitored closely to include the checking of vital signs at least once per shift until cleared from the protocol. A CIWA, COWS or other appropriate flow-sheet must be utilized. Detox males will be maintained in male assessment and females in 4A. Any inmate with scoring or other indications of acute withdrawal will be transferred into the infirmary. Inmates placed on an alcohol withdrawal protocol shall be monitored in the infirmary or medical unit and not in general population. Once an inmate 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 inmate to the general population. The proposer must explain in detail their system to manage drug and alcohol withdrawal of new admissions. Include the drug and alcohol flow sheet 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 minimum of three times per week. 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. Vendors will note a requirement to replace the wooden table used for some x-rays positions. The existing table can be viewed during the site tour.

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 a reputable and 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 a reasonable driving distance from the OCJ facility. The contracted laboratory services will be able to fax results to the OCJ. The cost of the fax machine will be at vendor cost. Each proposer must submit the name of the laboratory that will provide lab services at the jail.

- Q. Female Specific 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. Daily sick call and access to care will be provided. Healthcare provided to any new born/delivered child will not be the VENDOR's responsibility.
- R. Call Back Service:** To reduce the use of OCJ staff overtime and unnecessary use of hospital emergency department (ED) resources, the VENDOR will create a financial incentive for the call back of appropriate medical providers to provide care and treatment during non-normal business hours. As an example, routine suturing resulting from an altercation could be handled in the jail and thus reduce the transport of one or more inmates to an ED. It is anticipated that a list of PA's, CRNP's, and resident physicians would augment the facilities permanent staff for this purpose. As a backup to call back, a contractual arrangement with an emergency service agency would be another way to provide emergency coverage during non-normal working hours (e.g. walk-in clinics, doc in the box, etc.).
- S. Off-Site Care and Utilization Review:** VENDOR will provide all off-site care and utilization review (UR) activities on behalf of OCJ to ensure all off-site care is necessary and appropriate. Off-site care which is elective in nature is not provided. For all off-site care, OCJ requires the ability to review the referral request as well as the justification for the referral. OCJ will not be in the approval chain but requires the opportunity to review each referral at any stage of processing. If insufficient information is found for referral justification, OCJ may require additional supporting documentation.

It is anticipated and expected that the site medical staff (MD, H.S.A. & D.O.N.), but especially the Medical Director establish a rapport with area providers, and regularly calls and speaks with the attending hospital providers to obtain updates, and likewise provide information on OCJ's in-house infirmary capability to jointly make the determination of when a patient can return safely from the hospital. It is expected that the site medical director, H.S.A. or D.O.N. will be on top of all inpatient care and will communicate directly with the hospitals. It is also a requirement of this contract that the medical director, H.S.A., DON, infirmary nurse, and PhD mental health director meet each weekday morning to discuss significant care needs and hospitalizations. To clarify, OCJ wants the medical director and site management intimately aware of current and potential inmate medical issues as well as inpatient progress and communicating regularly on same. It is anticipated there is a corporate or regional RN Case Manager who obtains detailed information from the hospital case managers and is primarily responsible for updating the electronic UM system, authorizing care, and once again ensuring sufficient information is provided to the hospital on OCJ's infirmary capabilities to assist in moving the patient back to the jail. OCJ's contract monitor will regularly review the case manager's updates in the VENDOR's electronic UM system and will discuss care, third party coverage, denied days and other related issues as needed.

If a shared risk or CAP model is proposed, part of the expected UM service will be the coordination of effort by the on-site management team and UM team to aggressively 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. The vendor is responsible to follow up and ensure

PE or other eligibility criteria is provided.

VENDOR shall have an electronic UR system/program/process in place that allows the site to refer all off-site care (ED, inpatient, specialty appointments, ancillary testing, stat labs, etc), 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 cost to the appropriate agency financially responsible for the services provided. The system will assign financial responsibility and have it tied into the corporate accounting system to ensure that the county only pays for those claims it is financial responsible for.

The UR system must be able to provide this information with screen view ability, with the option to print a hard copy if desired. The system must be accessible remotely by the Contract Monitor 24/7. Any necessary passwords to access the system are to be provided in accordance with this RFP. **OCJ is requiring an electronic system and not a process involving faxing and paper management.** The Contract Monitor will review the UR system on a daily basis including weekends. Include a detailed explanation of how your system functions, information available and standard reports available to users. In the event of contract termination, OCJ access to the VENDOR's UR system will remain in place until all claims are processed and there is joint agreement on termination. No claims will be processed for VENDOR pass through and reimbursement once access to the UR system is suspended.

The VENDOR will assign a case manager to monitor all inpatient care. The case manager shall coordinate case management between the hospital and OCJ site medical. OCJ shall approve the assigned case manager. Once in place, the case manager may not be changed without authorization by OCJ. This is a key position in which turnover causes disruption to the site and local hospitals. Working with a new case manager with no knowledge base of our doctor's, on-site services and community provider contracts and contacts takes approximately 3-months to overcome. The case manager will provide daily and timely feedback to the site on each inpatient. Case managers will aggressively review all inpatient services to expedite the return of inmates to the jail as soon as clinically indicated or when the same level of care can be provided in the infirmary. Case managers will challenge any unnecessary or inappropriate care provided. Note any exceptions to this required procedure. Through the electronic UR system, the case manager will be able to document UR updates on a daily basis for each hospitalized inmate. Updates will be provided 7-days per week. The successful VENDOR will ensure a case manager or designee (e.g. site medical director) 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. It is imperative each proposer understand the significance of utilization review and daily feedback to return inmates to OCJ as soon as clinically appropriate. **Each proposal will outline in detail how your procedures will work at OCJ** Note: Some medical vendors use third party UM/UR services. With respect to utilizing a third-party administrator to assist with managing off-site inpatient care, it is allowable; however, it shall be a consistent person familiar with OCJ's infirmary capabilities. Any third-party UM/UR personnel will openly discuss care with the on-site medical staff and the contract monitor without delay. **The cost for all case management shall be included within the monthly management fee. There shall be no pass through for any subcontracted UM/UR services.**

The proposer shall describe its process for processing claims/claims management within the proposal. If the claims go directly to the corporate office without site review and rejection, you must describe how claims not entered into your UR system will be handled. 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. OCJ has concerns about the potential for unpaid claims and the effect this could have on long-term rates and provider relationships. There is the potential of human error in which a claim is not entered into an electronic system and a community vendor be denied payment. 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. The details of the report can be worked out upon award. This requirement is mandatory, regardless of type of model proposed.

The Vendor will not be financially responsible for any off-site care involving NJ State inmates, ICE, or US Marshall inmates, Please note that each of these classification types require specific notification procedures and forms which must be adhered to in order to have services pre-authorized. Please note that NJ DOC inmates are the financial responsibility of OCJ until the 15th day after sentencing. After that date, the DOC is responsible for off-site care, but that that care must be authorized.

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, including the need to provide system access to the Contract Monitor including issuance of necessary passwords and training. 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: If your company proposes a "cost pass through" financial model the be aware of the following: Prior to payment of all invoices for on-site and off-site care, all charges for services provided will be submitted to the Contract Monitor for review and approval on a weekly basis. Only after Contract Monitor approval will your company issue payment for on-site and off-site services. Off-site care billing will be forwarded to the Contract Monitor weekly in batches for review in spreadsheet format. 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 inmate 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.

OCJ is very interested in your firm's success in managing off-site care. It is recommended that your proposal contain success stories from facilities similar in size to OCJ or DOC medical facilities that validate your ability to manage the care. Any such documentation provided from a facility will be considered a reference which OCJ may validate. All proposals should include the utilization management targets your company would anticipate for OCJ. Targets will be based on a per thousand inmates per year basis or on a per-inmate per-year basis. Only include and list jail facilities with the same approximate size as OCJ (650 – 750 beds). If you include targets, be sure to comment on how you will achieve them at the Ocean County Jail.

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. The VENDOR shall participate in off-site care conference calls with the Contract Monitor should they become necessary due to a period of high or questionable utilization.

In summary, in a cost plus contract the VENDOR and OCJ 'partner' to ensure off-site care is necessary and clinically appropriate and to ensure OCJ is paying for services that are our financial responsibility. OCJ also wants inmates returned as soon as clinically appropriate to reduce security detail expense.

- T. **Equipment, Instruments, & Medical Supplies:** All equipment, instruments, and medical supplies are the responsibility of the VENDOR to provide. In a pass through model, 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. In a fixed fee model, normal maintenance will be allowed as a pass through. All equipment, instruments and medical supplies purchased through this contract immediately 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.

- U. **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.

- V. **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 on an ongoing basis.

- W. **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 inmates' health to deteriorate or cause permanent harm to the inmates' 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.

X. **Healthcare Records:** OCJ uses a paper medical record. There is no intention to move to an EMR at this time. Should this change, the County would procure its own EMR. Do not include EMR solutions as part of your proposal. OCJ will be hesitant to implement any proprietary EMR system because of the barrier to exit at renewal time and the potential cost to maintain a system with little to no support from the terminated Vendor.

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 any time.

Y. **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.

Z. **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.

AA. **Vaccines and Immunizations:** The VENDOR is responsible for providing flu vaccination for all clinically at risk inmates. Administration will occur within normal time guidelines set by CDC. The VENDOR is also responsible for providing syphilis and tuberculosis screening for all inmates. The VENDOR will provide and monitor TB screening for custody food service staff.

BB. **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.

CC. **Inmate Co-Pays:** OCJ charges a nominal fee for medical and dental visits, and for prescriptions. VENDOR staff is responsible to process charges according to policy and procedures on a daily basis and submit to the Business Manager. Currency will not be collected by medical staff. No inmate 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 are \$1.00 each. Inmates are charged for mental health medications.

DD. **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.

RNs are to be IV certified. Budget appropriately for training RN staff.

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

EE. **Medical Transportation:** OCJ will provide security as necessary and appropriate in connection with the transportation of any inmate 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. Ambulance costs will be the responsibility of the vendor unless a pass through cost model is proposed.

FF. 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.

GG. 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 on a daily basis 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 mass disaster, 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.

HH. Visitor and Employee Care: The VENDOR shall provide emergency medical treatment to visitors and OCJ staff as necessary.

II. 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.

JJ. 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.

KK. 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.

LL. The County submits an invoice to inmates for off-site care costs for which the County is financially responsible. Regardless of the type of model submitted, the vendor will provide a paid/denied claims report on all off-site care provided.

MM. Non-compete clause: The VENDOR shall not enter into non-compete clauses with any employee, contracted medical staff, or community provider.

VII MISCELLANEOUS CONDITIONS

A. Start Up: Detail your start-up plan and time-line. 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, regardless of reason.

Required New Equipment: Budget for the following new equipment and list in the start-up cost line item.

- i. 12-lead EKG
- ii. Emergency response stretcher

- iii. Two (2) nurse (on a stick)/(Dynamap) vital signs machines
- iv. Table for x-ray exams. (Note: can be wooden exam table. Actual x-ray table with cassette holders is not necessary.
- v. Ophthalmoscope/otoscope: two (2) units, portable/battery operated
- vi. Two Wood's lights

B. Staff Uniform: All VENDOR staff on-site shall be appropriately uniformed in scrubs and display proper facility issued ID cards at all times. As a safety precaution the VENDOR scrub colors must not be similar to the inmate uniforms. The exception to this requirement includes the on-site H.S.A. and D.O.N. who may be professionally attired (when not providing clinical care). Currently black scrubs are in use. Mental health professionals are exempt from wearing scrubs, but ID must be worn and visible at all times. 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 (approximately four (4) hours in duration) 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. This is so a facility ID badge can be issued. The start-up lead (in addition to Reg Mgr/VP on the Start-up team will also receive security orientation prior to start-up. Specialists or subcontractors providing limited on-site service hours will still be required to complete an abbreviated orientation, on a case-by-case basis 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 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 at all times 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 of time 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.

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 inmate or family litigation, including any class action suits and claim settlements. Any and all legal expenses for inmate claims or settlements arising out of the contractor or subcontractors actions shall be borne by the VENDOR or appropriate subcontractor, regardless of model proposed. If you are proposing a cost pass through proposal, ensure your proposed management fee includes all anticipated expense. As a point of reference, 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 closely 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 much attention 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 any issues, including ways to improve the efficiency and cost effective delivery of a comprehensive correctional healthcare system. The intent of OCJ is to partner with the medical vendor, however please not that any cost plus model requires transparency and complete sharing of financial information.

G. **County Medical Providers and County Businesses:** Every attempt should be made to use in-county medical providers, specialists, and care facilities when scheduling off-site care. Likewise, county vendors should be considered for supplies and other services when viable.

H. **Vendor Invoicing & Payment:**

Fixed Fee: The VENDOR shall invoice OCJ in monthly installments and submit same within thirty (30) days for services rendered during the prior month.

Cost Plus or other hybrid pass through 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 sufficient detail to justify the expense reimbursement requested, (e.g. invoices, payroll, etc).

I. 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 noted on the attached matrix with a single (*) or double (***) asterisk are required to be backfilled accordingly. If noted positions are not continually backfilled, then the VENDOR may be penalized accordingly. The VENDOR may also be penalized for those positions not requiring backfill that remain vacant. 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 serious staffing patterns and not the occasional call-out or leave.
- iii. In the event the VENDOR fails to properly provide appropriate mental health coverage for reviewing the mental health status on inmates 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 mainly on Friday's with occasional sentencing on Monday's.
- iv. OCJ will not tolerate an off-site bill paying system which routinely engages in payment delay tactics. It is absolutely 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 or supplier 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. In the event that 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. (Note on v. and vi.) Medication administration is a critical function. The county expects it to be performed in accordance with appropriate nursing practice.

Inmates are to receive their medications timely and the county expects the vendor to ensure all inmates scheduled to receive medications get them unless appropriate justification is provided which includes inmate refusal documentation.

- vii. The reassignment of key corporate support staff (e.g. regional managers, UM staff, case manager, finance managers, etc.) without prior authorization of OCJ may result in a penalty up to \$2,500 per occurrence. This is to offset the loss of knowledge base of such key corporate staff, the disruption to operations and community provider contactors and for the time it will take the new staff to become acquainted with OCJ operations and community providers. Obviously OCJ will not interfere with employee opportunity for career progression but communicate before you reorganize OCJ assigned corporate staff.
 - viii. 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.
 - ix. Should the vendor fail to provide required weekly and/or monthly reports timely, on the 8th calendar day past the due date, a penalty will be assessed of \$100 per day per report.
 - x. 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.
 - xi. 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 or failures and not the County.
 - xii. The staffing matrix is established and attached. If the proposed model passes through labor costs, acceptable overtime is 96-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.
 - xiii. **For pass through cost proposals**, 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.
- J. **Third Party Reimbursement:** The VENDOR shall seek any applicable third party reimbursements for health care services provided to inmates. 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.

- K. **Off-Site / Specialist / Subcontractor Payments:** As stated previously, OCJ will not tolerate payment delay tactics 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. All VENDORS will submit at least one letter of confirmation from a hospital with which your company regularly does business, summarizing favorable payment history and positive working relationship. If you have relationships in the state of NJ, an area hospital is preferred. If your company has not done business locally with OCJ Hospitals in the past, submit the letter of confirmation from another reputable hospital.
- L. **Corporate Visits/Travel:** The following are the minimum corporate personnel visits for each twelve (12) month contract period and are not to be construed as part of the start-up process. The VENDOR shall propose a budget to cover these minimum site visits within the budget travel line item.

Other corporate visits are at the discretion of the VENDOR but the travel expenses are not reimbursable as a pass-through. If proposing a cost pass through model, a copy of your company's customary expense reporting will be submitted with the monthly invoice for authorized travel. Any travel other than budgeted travel for start-up and required visits will not be passed through to OCJ. Those costs will be borne by the VENDOR unless specifically authorized by OCJ. This is to prevent OCJ from absorbing travel expenses that could be required to resolve site problems that are not the responsibility of OCJ (e.g. staff turnover, mismanagement, operational problems, client dissatisfaction, litigation, identified deficiencies, etc). Additionally, visits are intended to have the full focus of the corporate visitor. It is expected these visitors will not arrive late or leave early, nor spend their time on the phone resolving other site issues or participating in conference calls while at OCJ.

- a. **Regional Manager or Regional Vice President assigned to oversee site operations:** 20-visits per 12-month contract: RM/VP shall attend a minimum of eight (8) monthly MAC meetings and at least half of bi-monthly CQIP meetings. The RM/VP shall be familiar with site staff and participate in some monthly staff meeting training.
- b. **Corporate Medical Director:** minimum of one (1)-visit per 12-month contract: Visit shall be coordinated with a scheduled CQIP meeting. Visit will also be a time of training of site providers and conducting peer review. Visit will also be coordinated with a staff meeting and it is expected the corporate medical director will attend and present a UR or other topic of interest to nursing staff.
- c. **Corporate Financial Officer:** 1-visit: To attend one end-of-year financial meeting. (Note: only applicable if proposal is cost plus model.)
- d. **Accreditation Specialist:** Maximum of two (2) consecutive days on site per 12-month contract to review NCCHC standards compliance and to complete the Annual Maintenance Report (AMR).
- e. **President or CEO:** To visit facility at least annually. Shall attend at least one MAC or CQIP meeting, perform a review of systems as well as attend/present at a staff meeting.
- f. **H.S.A. and DON to Corporate Headquarters:** 1-visit not to exceed 3 days for the purpose of budget preparations, training, etc. Visits in excess of this limit for any reason (e.g. turnover, additional training, etc.) will be borne by the VENDOR.

g. **The H.S.A.** shall attend an NCCHC or ACA conference annually.

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

1. **Travel-Start-up Costs:** If a cost plus or pass through model is proposed, 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. It is anticipated corporate salaries will be included as part of the management fee in the cost plus model.
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. If vendor proposes a cost plus model, 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.

If travel is proposed as a pass through cost, 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, (e.g. don't want to air travel expense reported one month and hotel and car rental for the same trip reported two months later). 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. This is to prevent OCJ from absorbing travel expenses that could be required to resolve site problems not the responsibility of OCJ (e.g. staff turnover, mismanagement, operational problems, client dissatisfaction, litigation, etc.).

N. **Policies and Procedures:** The VENDOR will have at a minimum, generic operational policies and procedures in place on the day of contract start-up. All policies and procedures will become site specific within 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. Medical policies and procedures will be detail-oriented to the point a new hire could follow the procedures and successfully adhere to the policy. Policies and procedures will address the standards of NJDOC, ACA and NCCHC. Policy and Procedures will be kept in a single manual.

O. **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. They will be provided to the Warden.
5. Regardless of proposed model (fixed fee or cost plus/pass through) 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. inmate, 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.

P. **Insurance:** All insurance requirements of this section (1-4) will not be allowed as a pass-through expense regardless of model proposed. 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. This requirement applies to subcontractors of any tier.

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. This requirement applies to subcontractors of any tier.

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. At this time, the minimum is one million dollars.

If a fixed fee model is proposed, Worker’s compensation costs will be included along with 1-4 above. If a cost plus or pass through cost model is proposed, the following insurance costs (5-6) would be allowed as pass through:

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.

Q. Change in Scope of Work: OCJ may at any time, 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. If fixed fee is proposed, an amendment may be required. 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.

R. Contract Termination: This contract may be terminated without cause by OCJ upon one hundred and eighty (120) days written notice. All such party notices shall be binding.

Any changes to Medicaid Expansion in New Jersey could impact financial costs for the County. Consequently, any significant changes to the Medicaid program may necessitate renegotiation of the contract terms related to off-site care expense. At the sole discretion of the County, the County may initiate renegotiation of off-site care terms affected by Medicaid changes. Failure to come to acceptable terms may result in contract termination by the County. In this scenario, the contract may be terminated by OCJ upon ninety (90) days written notice.

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.

S. 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 thirty (30) days from delivery of a written notice, may declare the VENDOR in default and take possession of the project.

T. 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.

U. **Alternate Dispute Resolution:** The parties shall endeavor to resolve all disputes by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Ocean County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Claims not resolved by mediation shall be subject to and decided by litigation in the Superior Court of New Jersey, Law Division, Ocean County. The parties hereby agree that the Superior Court of New Jersey, Law Division, Ocean County shall be the sole and exclusive forum for disputes under this agreement.

V. **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.

W. **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.

X. **Drug-Free Workplace:**

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

Y. **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.

Z. **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 by:

Office of the Warden
Ocean County Jail / Department of Corrections
114 Hooper Avenue, 2nd Floor
Toms River, New Jersey 08753

and be time stamped, no later than 3:00 PM prevailing time on Thursday, June 23, 2016.

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

Proposals may be hand delivered to the Office of the Warden at the Ocean County Jail between the hours of 8:00 am and 4:00 pm Monday through Friday. For notification purposes, it is recommended the Office of the Warden be called prior to hand delivery of any proposals, at (732) 929-2137.

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 meets 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 address each of the general VENDOR requirements and VENDOR's qualifications as described in RFP
3. The proposal must demonstrate the VENDOR's willingness and ability to comply with the terms of this procurement and any attachments hereto.
4. Alternate proposals shall clearly indicate each and every variance from the specifications, **no matter how slight**. Substantial variances may result in rejection of proposal.
5. 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.
6. The proposal must include the following contractual and legal action history for the past three (3) years, including history of affiliated companies or subsidiaries.
- a. List and explain in detail all contracts that have been terminated or cancelled prior to contract expiration, and include the reason for each.
 - b. List and explain in detail 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.
 - c. List and explain in detail all lawsuits involving inmates, 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. Include cost for each model proposed and separate different options by Tab. Describe in detail, the financial objectives and cost of your proposal. Describe why this approach is good for the County. Have a first year budget to support operational costs and fees. In attachment three, please find cost worksheets for the model type selected. For each model, proposers 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. Vendors are allowed to submit more than one financial model. Separate by Tab.
3. For any cost plus or pass through cost models, the proposer shall also include:
 - a. estimated “pass-through” costs
 - b. The Management fee Worksheet (attachment 2)
 - c. Required site travel
 - d. Projected startup costs
 - e. Projected operating budget
 - f. Salary survey
 - g. Reinsurance quote
4. Include Variances and Exceptions to the RFP.
5. Local salary survey

Fax and email proposals will not be accepted.

It is the responsibility of the proposer 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 proposer 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. Pay particular attention to Section II, (types of) Health Care Models.

Each proposer 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 all vendors that all 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.

The current Medical Services contract ends 6/30/16 with a contract extension anticipated through 8/31/2016. The successful vendor must be prepared to begin the transition process as soon as the contract is awarded.

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. While OCJ is always interested in saving tax dollars whenever possible, this interest must be weighed against the requirements of a satisfactory healthcare program and the collaborative interests of the County. Therefore, the reasonableness for cost will be reviewed not only for savings, but also for the probability that the proposed cost will foster a stable and high quality program. OCJ reserves the right to ask VENDORS to clarify proposals and contact others with regard to VENDOR qualifications, capabilities and past or current performance.

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.

Business Registration Certificate: A copy of the proposer's New Jersey Business Registration Certificate should be included with the submission. If it is not, it will be required prior to the award of contract. **Please see samples of acceptable Business Registration Certificates on next page.**

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 vendor, 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 vendor is unable to so certify, the vendor shall provide a detailed and precise description of such activities.


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 thirty (30) days at the County's request.

Statement of Ownership (Chapter 33 of the Laws of 1977): The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	 Acting Director	
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

ONE OF THESE DOCUMENTS MUST BE PROVIDED WITH THE PROPOSAL SUBMISSION OR PRIOR TO AWARD OF THE CONTRACT, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN.

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

NON - COLLUSION AFFIDAVIT

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 affidavit 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 affidavit in awarding the contract for the said Project.

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

(Also type or print name of affiant under signature)

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

Notary Public of
My commission expires

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 thereunto, 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

STATEMENT SETTING FORTH THE NAMES AND ADDRESSES OF STOCKHOLDERS OR PARTNERS OWNING MORE THAN 10% OF _____

(NAME OF ORGANIZATION)

IN COMPLIANCE WITH CHAPTER 33 OF THE LAWS OF 1977.

The following constitute the names and addresses of all stockholders in the corporation if the corporation is submitting a proposal, or partners if the proposer is a partnership who own 10% or more of the corporate stock of the proposer of any class or of all individual partners in the partnership who own 10% or greater interest therein.

In the event no stockholder or partner owns 10% or greater, please so indicate at the appropriate space on this form.

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership are as follows:

NAME _____ ADDRESS _____	PERCENTAGE OF OWNERSHIP
_____	_____
NAME _____ ADDRESS _____	_____
_____	_____
NAME _____ ADDRESS _____	_____
_____	_____
NAME _____ ADDRESS _____	_____
_____	_____
NAME _____ ADDRESS _____	_____
_____	_____

IF NO STOCKHOLDER OR PARTNER OWNS 10% OR MORE OF THE CORPORATE STOCK OR OWNERSHIP OF THE PROPOSER, CHECK HERE _____

I certify that the foregoing information is correct.

Signature of Secretary or Partner

Print Name and Title

of

Corporation or Partnership

THIS FORM MUST BE COMPLETED AND SIGNED

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 PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, 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. **Failure to complete the certification will render a vendor's proposal non-responsive.** 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 Public Law 2012, c. 25, that neither the vendor listed below nor any of the vendor'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 vendor 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 result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide a detailed, accurate and precise description of the activities of the vendor's 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

Required with proposal
↓

Items submitted
(Proposer's INITIALS)
↓

A. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS MANDATORY CAUSE FOR REJECTION OF PROPOSAL.

- | | | |
|----------|---|-------|
| <u>X</u> | Statement of Ownership (Chapter 33 of the Laws of 1977) | _____ |
| <u>X</u> | Acknowledgment of receipt of addenda or revisions (if issued) | _____ |
| <u>X</u> | Disclosure of Investment Activities in Iran | _____ |
| <u>X</u> | Price Schedule | _____ |

B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF PROPOSAL.

- | | | |
|----------|--|-------|
| <u>X</u> | Non-Collusion Affidavit | _____ |
| <u>X</u> | Affirmative Action questionnaire | _____ |
| <u>X</u> | Signature Page | _____ |
| <u>X</u> | Copy of Proposer's New Jersey Business Registration Certificate in compliance with N.J.S.A. 52:32-44 | _____ |
| <u>X</u> | References | _____ |
| <u>X</u> | Variances and Exceptions Form | _____ |
| <u>X</u> | One (1) Original and three (3) Copies of Proposal Submission (Volumes I & II) | _____ |

C. DOCUMENTS THAT MAY BE INCLUDED WITH THE PROPOSAL.

- | | | |
|-------|---|-------|
| _____ | Copy of Proposer's & Named Contractor's Public Works Contractor Registration Certificate(s) | _____ |
|-------|---|-------|

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: _____

ADDENDUM NO: _____

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.

(Attachment 1) Staffing Matrix

**Ocean County Jail
Healthcare Staffing Matrix**

Day Shift										
POSITION	Back Fill	ACTUAL HOURS TO BE WORKED							TOTAL HRS	FTE'S
		SUN	MON	TUES	WED	THUR	FRI	SAT		
H.S.A.			8	8	8	8	8	8	40	1.00
DON			8	8	8	8	8	8	40	1.00
Administrative Assistant			8	8	8	8	8	8	40	1.00
Medical Records			8	8	8	8	8	8	40	1.00
Medical Director	**		4	4	4	4	4	4	20	0.50
Nurse Practitioner	**	8						8	16	0.40
RN	*	8	8	8	8	8	8	8	56	1.40
Infirmiry LPN	*	8	8	8	8	8	8	8	56	1.40
LPN's	*	16	16	16	16	16	16	16	112	2.80
Swing LPN	**		4	4	4	4	4		20	0.50
Dentist	**		10		10				20	0.50
Dental Assistant	**		10		10				20	0.50
MH Program Coordinator	**		8	8	8				24	0.60
Psychiatrist	**		8						8	0.20
Substance Abuse	*		12	12	12	12	12		60	1.50
MH Professionals	*	16	16	16	16	16	16	16	112	2.80
									684.00	17.10

Evening Shift										
POSITION	Back Fill	ACTUAL HOURS TO BE WORKED							TOTAL HRS	FTE'S
		SUN	MON	TUES	WED	THUR	FRI	SAT		
RN	*	8	8	8	8	8	8	8	56	1.40
LPN's	*	24	24	24	24	24	24	24	168	4.20
									224	5.60

Night Shift										
POSITION	Back Fill	ACTUAL HOURS TO BE WORKED							TOTAL HRS	FTE'S
		SUN	MON	TUES	WED	THUR	FRI	SAT		
RN	*	8	8	8	8	8	8	8	56	1.40
LPN's	*	16	16	16	16	16	16	16	112	2.80
									168	4.20

	1076	26.90
Total	Hours	FTEs

(Attachment 2) Management Fee Cost Proposal Worksheet

Management Fee Worksheet

(To be completed only if you propose a cost plus or other "pass through" model requiring a management fee.)

(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 Mgt Fee will incorporate all corporate overhead and support activity which is routinely provided to all its contract sites. Ocean County anticipates the Mgt Fee will contain no exclusions but proposers have that option to make exclusions. Pay particular attention that insurances (excluding reinsurance and comp) are required to be included in the Mgt Fee. All legal fees and legal defense fees are required to be included in the Mgt Fee. All UM systems and support and HR support including payroll processing (e.g. ADP) are to be included in the Mgt Fee. Ocean County retains the right to question or request detailed breakdowns if the Mgt 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: \$

(Attachment 3 Model Fee Proposal Sheets)

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

(Submit only with a Cost Plus Management Fee Proposal)

(Insure 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, 2016 through August 31, 2017

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

Contract Year September 1, 2017 through August 31, 2018

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

Contract Year September 1, 2018 through August 31, 2019

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

Optional Year Total Cost

Contract Year September 1, 2019 through August 31, 2020

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

Contract Year September 1, 2020 through August 31, 2021

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 Jail Health Care Services Fixed Fee Cost Proposal Sheet

(Submit only with Fixed Fee Proposal)

(Insure 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, 2016
through August 31, 2017

\$	
----	--

Contract Year September 1, 2017
through August 31, 2018

\$	
----	--

Contract Year September 1, 2018
through August 31, 2019

\$	
----	--

Optional Year Total Cost

Contract Year September 1, 2019
through August 31, 2020

\$	
----	--

Contract Year September 1, 2020
through August 31, 2021

\$	
----	--

**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 Jail Health Care Services Hybrid Proposal Cost Proposal Sheet

(Submit only with a hybrid Proposal)

(Insure 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, 2016 through August 31, 2017

Fixed Fee (detail inclusions)	\$
Management Fee (if applicable)	\$
Estimated Pass-Through Operational Costs	\$
Total Amount	<input style="width: 100%; height: 20px;" type="text" value="\$"/>

Contract Year September 1, 2017 through August 31, 2018

Fixed Fee (detail inclusions)	\$
Management Fee (if applicable)	\$
Estimated Pass-Through Operational Costs	\$
Total Amount	<input style="width: 100%; height: 20px;" type="text" value="\$"/>

Contract Year September 1, 2018 through August 31, 2019

Fixed Fee (detail inclusions)	\$
Management Fee (if applicable)	\$
Estimated Pass-Through Operational Costs	\$
Total Amount	<input style="width: 100%; height: 20px;" type="text" value="\$"/>

Optional Year Total Cost

Contract Year September 1, 2019 through August 31, 2020

Fixed Fee (detail inclusions)	\$
Management Fee (if applicable)	\$
Estimated Pass-Through Operational Costs	\$
Total Amount	<input style="width: 100%; height: 20px;" type="text" value="\$"/>

Contract Year September 1, 2020 through August 31, 2021

Fixed Fee (detail inclusions)	\$
Management Fee (if applicable)	\$
Estimated Pass-Through Operational Costs	\$
Total Amount	<input style="width: 100%; height: 20px;" type="text" value="\$"/>

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"



APPLICATION SUBMITTED BY: _____

NCIC:	<input type="checkbox"/> WARRANT		CCIS:	<input type="checkbox"/> HISTORY	
	<input type="checkbox"/> NO WARRANT			<input type="checkbox"/> NO HISTORY	
ACS:	<input type="checkbox"/> WARRANT	<input type="checkbox"/> NO WARRANT	ATS:	<input type="checkbox"/> WARRANT	<input type="checkbox"/> NO WARRANT
	<input type="checkbox"/> HISTORY	<input type="checkbox"/> NO HISTORY		<input type="checkbox"/> HISTORY	<input type="checkbox"/> NO HISTORY
NJCCH/III:	<input type="checkbox"/> HISTORY		FACTS/DV	<input type="checkbox"/> HISTORY	
	<input type="checkbox"/> NO HISTORY			<input type="checkbox"/> 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