

**Request for Proposals
#2025-001**

**Comprehensive Medical Services
For
Flagler County Sheriff's Office
Sheriff Perry Hall Inmate Detention Facility**

Intent

It is the goal and purpose of the Flagler County Sheriff's Office, hereinafter "FCSO" to provide comprehensive medical, mental health, dental and pharmaceutical services including, but not necessarily limited to, staffing and management for the Correctional Facility from qualified Companies. It is further required that the services will meet the standards required by the Florida Model Jail Standards (FMJS), the Florida Corrections Accreditation Commission, (FCAC) and the National Commission on Correctional Healthcare (NCCHC). The FCSO desires to contract with a firm having expertise in the field of inmate medical services. Companies and Principals responding should have experience in providing medical, mental health, dental and pharmaceutical care in a Correction Facility setting.

Submission of Proposals

An original, FOUR (4) copies and a digital version of all proposal documents shall be sealed and submitted to:

Deliver to Flagler County Sheriff's Office
Attention: Bill Cook, Purchasing and Inventory Manager
61 Sheriff EW Johnston Drive
Bunnell, FL 32110

NO LATER THAN March 7, 2025 at 4:00 P.M.

Clearly mark envelope; "RFP 2025-001 Comprehensive Medical Services for the Flagler County Inmate Detention Facility"

Proposals received after the submission deadline shall be returned unopened and will not be considered. The FCSO is not responsible for delivery delays and the clock at the FCSO shall indicate the official time of receipt. Electronically mailed proposals are acceptable only in addition to the original and four (4) copies required.

Any alterations, interlineation or erasure of the proposal must be initialed by the signer of the proposal, guaranteeing authenticity.

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A proposal, including all prices, may not be withdrawn, modified or canceled by the vendor for a period of sixty (60) days following the proposal deadline and the vendor so agrees upon submittal of the proposal. Once selected, the vendor agrees to extend submitted prices, if needed, during the contract negotiation period.

EVALUATION PROCESS

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the FCSO.

All proposals will be examined. Proposals that do not conform to the instructions contained in this document or do not address all questions and/or requirements as specified may be eliminated from consideration. However, the FCSO reserves the right to accept such a proposal if it is determined to be in the FCSO's best interest.

The award of the contract shall be made to the vendor whose proposal best meets the goals and objectives of the FCSO as set forth in the Request for Proposals. Evaluation criteria shall include services, pricing, experience and other factors set forth in the Request.

The FCSO reserves the right to reject any and all proposals as a whole or in part.

As the FCSO considers each proposal and determines that proposals are closely scored, the County may request a Best and Final Offer. Proposers are encouraged to submit competitive proposals and not to rely on the provision of a Best and Final Offer.

The final decision on the award shall be made by the Sheriff.

QUESTIONS

Any questions regarding the RFP should be directed to:

Bill Cook, Purchasing and Inventory Manager: bcook@flaglersheriff.com
Daniel Engert – Chief: dengert@flaglersheriff.com

PROPOSAL FORMAT

Each proposal shall contain the following in the specified order:

- Transmittal Letter
- Introduction and Summary
- Description of Services
- Exceptions (if necessary)
- Pricing
- Terms and Conditions

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Vendor Information
References

All proposals must be typed on standard 8 ½” x 11” paper.

The completed proposal shall be sealed for delivery to the FCSO per instructions above. All documents included in the proposal and outside of the envelope must be labeled with the vendor’s name and the title of the request for proposals.

Also, must include one digital version on flash drive..

TRANSMITTAL LETTER

Responses shall contain a transmittal letter that must be typed on the Vendor’s 8 ½” x 11” stationary and include the following:

The identification of the vendor submitting the proposal

The name, title, phone number, fax number and email address (if available) of the person or persons authorized to contractually obligate the vendor with this proposal and in future negotiations.

The names, titles, phone numbers and email addresses of the persons to be contacted for clarifications.

An indication of acceptance of the general requirements and contract terms as described within this request for proposal.

An acknowledgment of receipt of all amendments to this request.

The letter must be signed by a person who is authorized to obligate the vendor in a contract offer.

ANTICIPATED RFP TIMELINE

All dates except for “Proposals Due” date are approximate and subject to change, unless otherwise noted. Any change in the Proposals Due date will be made by a RFP Addendum issued by the FCSO.

Publication of RFP	February 3, 2025
Pre-Proposal Site Visit	February 17, 2025 at 10:00am
Questions due	February 19, 2025
Answers/Addendums by	February 26, 2025
Proposals due	March 7, 2025
Anticipated Award Decision	April 4, 2025

INTRODUCTION AND SUMMARY

Each proposal shall include a general overview of the vendor's planned solution.

DESCRIPTION OF SERVICES

The proposal shall include a detailed functional description of the services to be provided and how these services are to be delivered. A plan implementation section must address the Scope of Services in terms of the proposer's plan to carry out the requested service. The Company shall provide a transition plan. Provide an estimate of the number of man-hours and responsibility of personnel required to complete the plan.

EXCEPTIONS

Unless explicitly stated in the proposal, The FCSO shall assume that all Proposals are in full compliance with all specifications, without exception.

All items in the proposal that are not in full compliance or that vary from any of the specifications shall be clearly defined as exceptions. Specific reference to the relevant section(s) in the specifications and the precise nature of the variance or non-compliance shall be clearly stated in the proposals.

The FCSO reserves the right to accept any and/or all/none of the exceptions(s) substitution(s) deemed to be in the best interest of the FCSO.

Non-compliance or variance with any items in the specifications shall not necessarily result in rejection of a proposal.

PRICING

The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested services. Any cost proposal forms furnished by the FCSO must be included in this section or the proposal will be deemed non-responsive or non-compliant and may be returned to the proposer without further consideration for Contract award. This determination is wholly within the discretion of the FCSO.

Provide a base price for a population of 265 inmates. Companies are to complete a line item pricing schedule as found in Appendix A which is annexed hereto and incorporated herein.

PER DIEM RATE - The parties shall agree that an annual base price is calculated upon an average daily population of 265 inmates. If the daily inmate resident population averages, over any three consecutive calendar months during this agreement, over two

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hundred 265 inmates, then the compensation paid to the Company shall be increased, on the month after the average increase, by the proposed per diem rate.

The average daily resident population shall be calculated by adding, for a given month, the daily population counts, contained in the daily population reports and dividing such sums by the number of days in the month.

PRICING FOR SUBSEQUENT YEARS - Increase of base contract price at the completion of the first contract year and each available year thereafter. Price increase shall not exceed the medical component of the CPI index for Southeast Region not to exceed three (3%) percent whichever is less.

AGGREGATE CAP - Provider shall coordinate and closely manage pharmacy services *(pharmacy must provide credits on all returned medication) and provide utilization management for inpatient care. Provider shall manage all pharmacy and offsite care, providing utilization management to ensure efficiencies and seeking to return inmates to the facility as soon as medically appropriate. Provider shall be financially responsible for pharmacy, including all diagnostic screening/imaging, specialty equipment, supplies and lab costs for FCSO inmates up to an annual limit of \$350,000,000 (hereinafter this dollar amount shall be referred to as the "aggregate cap" or "cap"). Should costs for pharmacy and offsite care for FCSO Inmates exceed the annual aggregate cap, Provider shall continue to provide utilization management, reviewing offsite charges for reasonableness and appropriateness, and paying these claims. Sheriff shall then reimburse Provider for all payments in excess of the \$350,000 annual aggregate cap. Should Provider's actual expenditures for pharmacy, imaging, lab, and related supplies are less than the annual aggregate cap, Provider shall refund 100% of the difference to the Sheriff.

Bidders are not restricted from identifying an alternative pricing proposal but must describe the program as well as potential risks or benefits to the FCSO.

All alternative pricing proposals will be considered, however, the Sheriff and Flagler FCSO reserve all rights to select the most advantageous arrangement for the FCSO as articulated in other sections of this document.

TERMS AND CONDITIONS

To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be clearly identified, and placed in a sealed envelope clearly marked "Confidential Data". It shall be submitted with the proposal and shall be readily separated from the proposal. Any request to keep the entire proposal confidential cannot be honored. Pricing becomes public information at the time of the opening.

All proposals are open to negotiation until a contract is executed.

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The FCSO shall not be liable for any costs incurred by the vendor in preparing a response to this solicitation. Vendors will submit proposals at their own risk and expense. The FCSO makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of the FCSO.

No award or acquisition can be made until authorized officials of the FCSO approve such action.

The FCSO will not be obligated to the vendor for products or services until authorized FCSO officials have a signed contract and/or issued a purchase order.

The FCSO does not make payment upon signing of a contract or issuance of a purchase order. Payment is only made after receipt and acceptance of goods and/or services. Partial payment arrangements may be made but final payment will not be made until completion of all aspects of the contract resulting from this request for proposal.

This Solicitation in no way obligates the FCSO to the eventual rental, lease, or purchase, etc. of any product or service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the FCSO and may be terminated at any time prior to the signing of a contract.

VENDOR INFORMATION

The successful vendor must be a reputable, established and financially stable provider of the goods and/or service requested. The FCSO requires assurance that the vendor has a high probability of remaining in business during the term of the contract resulting from this request.

Description of Firm - Provide the name, a brief history and description of the corporation. Include:

- The Corporation's most recent annual report;
- Dunn and Bradstreet Rating Report;
- Indicate the size of the firm;
- Number of employees employed by the corporation;
- Annualized dollars of payroll;
- Number of years in business.

Experience of Firm - Provide a summary of the firm's experience. Specify experience in providing Correctional Health Care. Describe experience with similar size and type FCSO Contracts and highlight evidence of achievements in this area. Specify experience relating to Correctional Facilities in Florida. Provide any additional information that would distinguish your firm in its service to FCSO. Include in your discussion:

- List of present clients including a contact person and telephone number for each account;
- Date of Original Contract and Expiration date for each account;

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- Number of Renewals, if applicable;
- Type and Size of facility for each account;
- Yearly Dollar Amount of Contract for each account.

Further:

Describe your company's approach to client acquisition and retention. How many new clients have you added in the past two years?

How many unsuccessful bids have you submitted? Cite names for each question in this section.

Have you ever sued or been sued by a client or former client? If so, describe the circumstances and the outcome.

Have you ever sued a competitor? If so, describe the circumstances and the outcome.

Excluding material changes in scope of service, describe all instances in the past five years in which you requested additional money beyond what was agreed to in the initial contract.

Termination History - List all contracts lost or not renewed over the past ten-year period. List the contact person and telephone number. Please provide narrative describing reasons for contracts that have not been renewed. Company must specifically identify any contracts from which they have asked to be relieved or any contracts that have cancelled prematurely.

Leadership of Firm - Discuss the leadership of your organization and highlight accomplishments of the individuals that shall provide direct oversight with this project.

- Identify your firms' professional staff members who shall be involved in the project, the experience each possess, and the location of the office from which they shall work.
- Resumes or biography of professional staff members who may be involved in the FCSO engagement must be included in this section.
- Companies should include the resume of the regional manager who shall be working with the FCSO.
- Indicate where the regional manager is based geographically and what other contractual responsibilities this person is accountable for.
- Indicate the anticipated frequency of on-site visits to FCSO Inmate Detention Facility by the regional manager.

Accreditation Experience - Provide an overview of experience with National Commission on Correctional Health Care (NCCHC) Accreditation, Florida Corrections Accreditation Commission (FCAC), Florida Model Jail Stands (FMJS), American Correctional Association (ACA) and/or any other accreditation body experience.

- Specify facilities that the firm operates that are currently accredited by NCCHCA, FCAC, ACA or other accreditation body.
- Include the following information:
 - Name of facility;
 - Accrediting agency (e.g., NCCHC, ACA);
 - Include dates of re-accreditation.

Litigation History - Provide a list of all litigation events or incidents that your firm or organization has been, or is currently involved in where the matter in dispute has an

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estimated value in excess of over **Fifty Thousand (\$50,000) Dollars** during the last three years. Include a narrative describing all cases that were settled and amounts of settlement.

Adverse Media Coverage – Company shall make a copy of all articles of adverse media coverage and report all inmate deaths which involved their firm within the past three years in the appendix of their submission. Clarifying information may be submitted for any adverse media coverage and inmate deaths identified.

References - A list of current and past customers to whom the vendor is or has performed similar services shall be provided including names of the organization, addresses, contact persons and telephone numbers. Provide at least five (5) business references from similar projects including who the contract was with, a contact name, addresses and telephone numbers. Business references shall be medical suppliers, pharmacies and laboratories that shall attest to the Company's ability to provide contracted services and pay invoices in a timely manner. Other pertinent references may be given at the vendor's discretion.

Legal Requirements

FCSO is a constitutionally created public office, and as such has certain limitations and requirements which it must follow when contracting for services. While still reserving the right to negotiate for other terms and conditions, the proposal must include a certification vendor agrees to the terms and conditions contained in Appendix C and will execute a written agreement containing the aforementioned terms and conditions.

SPECIFICATIONS:

SCOPE

The Flagler County Sheriff's Office requires a firm with the expertise in the delivery of comprehensive medical care to inmates. The Company is to establish a program for the provision of comprehensive medical, mental health, dental and pharmaceutical services for the Flagler County Inmate Detention Facility, to include all persons who are lawfully remanded to the care and custody of the Sheriff/facility. The program is to meet constitutional and medical/mental health community standards of health care and, at a minimum, meet the Standards of the Florida Corrections Accreditation Commission (FCAC); the Florida Model Jail Standards (FMJS) and ultimately those of the National Commission on Correctional Health Care (NCCHC) regarding the provision of health services in Correctional facilities.

DESCRIPTION OF THE FACILITY

Flagler County Inmate Detention Facility operates as one Correctional Facility in two buildings that are connected. The original Facility (Central Control) is comprised of three housing units for female inmates. Central Control capacity is 120 inmates.

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Annex Control Housing became operational in 2017 and is comprised of twelve housing units. Annex Control Housing's total maximum capacity is 271 inmates. For the past five years, the average daily population of the Facility was two hundred sixty (260) inmates or two hundred eleven (211) male inmates and forty four (9) female inmates. In 2024, the FCIDF received a total of 3159 inmates, with the average length of an inmate's stay being 38 days.

The Medical Housing Unit (MHU) consists of two (2) patient rooms. Each patient room has a toilet and lavatory fixture. The MHU is also serviced by one nurse station. Adjacent to the patient room area are medical treatment rooms including an exam room and a pharmacy room. The remaining area is divided into space for office, clerical records and storage.

Currently, medical services are provided by PrimeCare Medical, PCM.

CONTRACT PERIOD

The contract resulting from this request for proposals shall be for three (3) years with two (2) additional one (1) year options for renewal, or portions thereof, to be exercised exclusively at the FCSO's option. For this project, Companies should submit proposals based upon medical, mental health and pharmaceutical services.

The FCSO or vendor may terminate the contract upon ninety (90) day written notice to the other party. Termination language must be mutually agreed upon in the formal contract upon award.

PROGRAM GOALS

The goals as outlined below have been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope and Goals is intended to serve as a reference in the preparation of the proposal, and all items listed therein must be addressed in the proposal, forthcoming proposals may offer additional services which support the goals of this RFP.

Administrative goals:

The establishment of a program for the provision of comprehensive health care services that meets applicable federal requirements, National Commission on Correctional Health Care standards, and all applicable Florida standards, including Florida Corrections Accreditation Commission and Florida Model Jail Standards regarding jail health services.

Medical services should be provided in a decentralized manner except where such services are warranted.

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The Contractor must subsequently maintain current NCCHC accreditation for the facility and achieve re-accreditation throughout or a monetary penalty will be applied. Monetary penalty will be mutually agreed upon in the formal contract upon award.

Contingency plans must be provided for the provision of services in the face of an unexpected event i.e., power failure, fire, riot, lockdown, labor strike or slowdown, ice storm or other acts of God or of terrorism that would interfere with operations must be provided in writing.

Specialty clinic services must be provided on site, volume and equipment requirements permitting, when possible.

All inmates requesting access to sick call must be triaged by an appropriately qualified health care provider and referred for proper care.

Sick call must be offered 5 days per week and on weekends when necessary to maintain defined timeframes.

Medical and behavioral health staff must be available 24/7.

A program to track and trend ambulatory and inpatient services must be developed and implemented.

When indicated, corrective action plans must be prepared and implemented within a reasonable time frame to be agreed upon between vendor and FCSO

The monthly health services report should include but not be limited to:

Service summary of inpatient stays, including length of stay and top 20 Diagnostic Related Group (DRG) admission diagnoses

Detailed summary of specialty clinic activity

Continuous Quality Improvement audit reports

Emergency run log providing reason for transfer, transferring practitioner, final diagnosis and disposition

Transfer log providing information on all hospital admissions and discharges

Financial indices

The successful vendor must submit a comprehensive pharmaceutical plan in their proposal. The vendor must provide for the purchasing, dispensing, recording, administration, and storage of all pharmaceuticals, including but not limited to psychotropic medications by qualified personnel and for the proper storage of syringes, needles, and surgical instruments.

Laboratory services, radiology services and other specified ancillary health services must be provided on site whenever possible. The Contractor and FCSO must approve the ancillary service provider[s].

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The health provider must be responsive to inmate grievances and complaints to the satisfaction of the Sheriff. A data collection process to demonstrate compliance must be maintained and made available to the Sheriff or his designee. See Section titled Inmate Grievances/Complaints of this RFP.

The Sheriff or his designee must review and approve all subcontracted health and related services.

The Sheriff or his designee reserves the right to approve the hiring of all management level and clinical healthcare employees assigned to FCIDF.

The Sheriff and the FCSO shall have the right to audit all services, reports and documents.

A written, comprehensive quality improvement program must be developed by the vendor, and approved by the FCSO and implemented within 60 days of the contract start date.

Utilization review must be performed regularly, and outcomes reported to the Sheriff or his designee no less than monthly.

Company shall develop and describe an inmate health education program, which includes formal, and information sessions, pamphlets, videos, etc.

The Company shall be responsible for the medically manage withdrawal of inmates withdrawing from drugs or alcohol. Nurses shall be expected to record vital signs, state of conscientiousness, speech pattern, nausea, vomiting, anxiety, weakness, restlessness, sweating, shakiness, and muscle twitching on a flow chart. Physicians shall be notified for detoxification orders. Inmates experiencing severe detoxification (overdose) or withdrawal shall be transferred to a licensed acute care facility for clearance or management. Inmates who are in Medication Assisted Treatment (MAT) for substance use disorder shall be continued in treatment by the Company while in custody.

Sick call shall be conducted by a nurse and completed within forty-eight (48) hours or seventy-two hours (on weekends) of patient request. Patients in need of follow-up will be referred to the healthcare provider and will be scheduled to be seen by a Physician or Mid-Level practitioner as medically necessary. Emergency sick call will be available twenty-four (24) hours per day.

A health appraisal shall be completed by a RN, Nurse Practitioner or Physician for each inmate within **Fourteen (14) days** of arrival at the Detention Facility.

The health appraisal shall include the following:

- Review of the receiving screening;
- Complete history and physical examination;
- Recording of vital signs, height, and weight;

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- Mental health evaluation;
- Dental screening;
- Testing for tuberculosis;
- Vision and hearing screening;
- Laboratory test including Venereal Disease Research Laboratory (VDRL), and other diagnostic tests as clinically indicated;
- Review of the results of the health appraisal by a physician;
- Initiation of therapy, when appropriate.

Documented evidence of a health examination within the prior ninety (90) days to this incarceration shall be sufficient to satisfy this requirement.

Referrals shall be scheduled to primary care physicians according to clinical priority.

Company shall obtain routine outpatient/inpatient services from hospitals to meet the health care requirements of the inmate. When outside hospitalization is required, the Company shall coordinate with the security staff in arranging transportation and Deputy coverage. The Company is responsible for utilization review to include preapprovals, case management, and discharge planning. Advent Palm Coast currently provides emergency room and hospital services. If an inmate has personal health care insurance the Company shall make a positive attempt to have that insurance carrier/company pay for all services possible. Any and all benefit payments shall be forwarded to Flagler FCSO Sheriff's Office.

Company shall make referral arrangements with specialists for the treatment of those inmates with health care problems, which may extend beyond the primary care services provided on-site. All outside referrals shall be coordinated with the FCSO for security arrangements. Whenever feasible, Company shall operate on-site specialty clinics and/or telemedicine services at the Inmate Detention Facility. Company shall identify in their staffing plan specialty clinics to be conducted on-site as justified by the clinical workload and availability of specialists.

The Company shall be responsible for all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc. The Company shall establish policies and procedures for the provision of prosthetics, regarding frequency and eligibility etc.

All specialists shall be Board Certified or eligible in their respective specialty. Any utilization review process developed by the Company for approval of outside consultations or inpatient care shall be completed within **Five (5) business days** of the ordering physician's request.

The Company shall develop provisions for prenatal care, according accepted prenatal guidelines.

Prenatal care shall include (at a minimum) the following services:

- Routine urine testing for proteins and ketones;

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- Vital signs and weight
- Assessment of fundal height and heart tone;
- Dietary supplement;
- Observation for signs of toxemia.

There was zero (0) deliveries in 2024 and zero (0) deliveries in 2023 and 2022..

Company shall develop and implement a program for chronic care inmates. The chronic care provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, diagnostic testing. Chronic care patients shall be provided a review by a physician minimally every three months and at greater intervals (not to exceed **Six (6) months**) when medically stable. Chronic care should include medical conditions such as diabetes, asthma, epilepsy, hypertension and cardiac disease as well as infectious disease conditions. The Company will maintain an up to date chronic care registry.

At Intake Screening, an RN or supervised LPN will assess inmates for chronic illnesses. Inmates who have a credible history of chronic illness who are medically stable shall be examined by a Physician or Mid-Level Provider no later than two weeks after the intake assessment is reviewed by the Physician unless the Physician determines that the inmate should be seen sooner.

The Company will follow the NCCHC guidelines on chronic care. Inmates who have a credible history of a chronic illness, who are determined at intake to be medically unstable will be referred immediately to the Physician, by telephone, if necessary. The inmate will be seen the next day that a "medical professional" is on site unless the doctor determines in his or her medical judgment that the inmate should be seen sooner.

Human Immunodeficiency Virus (HIV) testing shall be performed on the request of the inmate.

The Company shall provide emergency medical services on-site 24 hours per day, seven days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. The Company shall be responsible for all emergency transportation costs including ambulance services, when billed. Company shall be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the FCSO who become ill or are injured while on the premises. Treatment shall consist of stabilization and referral to a personal physician or local hospital. The medical director and health services administrator shall be on-call 24 hours per day.

The Company shall utilize on-site facility staff to provide ancillary services to their fullest extent and shall be responsible for the cost of all on-site and off-site laboratory, including but not limited to HIV/Hepatitis/STI testing, x-ray, and other diagnostic services as required and indicated. The Company shall be responsible for regular laboratory service, phlebotomy, x-ray, and Electrocardiography (ECG) services. A physician or midlevel

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practitioner shall review all laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on-call shall be notified immediately of all STAT reports. All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services (if possible). X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. The Company shall ensure that results are reported to the institution within twenty-four hours.

The Company shall monitor and make recommendations for inmates with regard to therapeutic diets. A registered or licensed dietitian shall evaluate regular and therapeutic diets for nutritional adequacy at least every six months. Currently, Trinity Services Group provides food service. The Company shall work closely with the food service manager in assuring that allergies are medically indicated. A physician or midlevel practitioner shall order special diets.

All inmate transfers received from other agencies or transferred from Flagler FCSO Correctional Facility shall be screened by medical personnel for acute or chronic conditions, communicable diseases, mental status evaluation, and current medications. The Company shall develop a procedure for the transfer of pertinent medical information to emergency facilities and outside specialty consultants and for inmates that are transferred to federal, state or local facilities, correctional or otherwise. Detail summaries of medical/dental and mental health care shall be sent to receiving facilities and prisons when inmates are transferred to other institutions.

A medical record consistent with state regulations and standards of medical care for correctional institutions shall be created for each inmate upon commitment. These records will be updated during the inmate's incarceration to accurately and thoroughly document the inmate's health care. The records will be maintained separately from the jail confinement records of the inmate, but remain at all times the property of the Sheriff.

The Bidder will use an electronic method of generating, maintaining, and storing medical records. Please describe the electronic system the Bidder will use and all services offered within the system. This system must integrate or interface with current jail management software. Any training associated with software for FCSO personnel must be supplied by the Bidder. The electronic medical record system must be accessible by designated members of the Sheriff's Office. Currently, the medical provider utilizes CorEMR for all inmate electronic medical records and the facility utilizes New World (Tyler) MSP for electronic jail management software.

Individual health care records will be initiated and maintained for every inmate regarding medical, dental, and/or mental health services received from the time of commitment until release. The Company shall comply with Florida statutes regarding retention of health records. All medical records are the property of the FCSO.

Company shall develop procedures for a disaster plan in the event of a man-made or natural disaster. It shall be coordinated with the security plan and incorporated into the Facility's overall emergency plan and made known to all personnel. Review of the health aspects of

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the disaster plan shall be part of the initial orientation of new personnel and drilled annually with all health care staff.

Company shall make provision for collection, storage, and removal of medical waste and sharps containers in accordance with federal, state, FCSO and local laws, rules and regulations as amended from time to time. Company shall be responsible for the cost of removal and disposal of all biohazard waste, including all necessary supplies.

The Company is responsible for the cost of all additional supplies and equipment needed to provide health care. An equipment list will be established and agreed to between the Company and FCSO prior to the execution of a contract. The Company shall be responsible for the repair or maintenance of existing equipment. Company shall be responsible for procuring and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall be converted to FCSO inventory at the termination of the Contract. The Company shall be responsible for all telephone (including internet), fax lines and photocopying fees and/or office machines necessary to fulfill its Contractual obligations pursuant to this RFP and the proposal submitted in response thereto.

The FCSO shall provide the Company with office space, examination rooms, and utilities to enable the Company to perform its obligations and duties under the contract. Company shall be responsible for special line charges relating to facsimile equipment or provisions for the installation of computers. The FCSO shall provide security staff for off-site supervision and transportation of inmates for medical services. The FCSO shall provide security services in the clinic for medical personnel. The FCSO shall provide housekeeping and cleaning supplies, and laundry services.

Clinical goals:

Physician staff will be educated in primary care and board certified and/or board eligible, with subspecialties in high volume clinic services.

The health care delivery system must be based on accepted medical practice that includes minimum staffing levels for behavioral health and medical services and a written, generally accepted mechanism for gate-keeping and inpatient/ambulatory utilization guidelines.

Clinical staff must be Basic Cardiac Life Support (BCLS) and/or Advanced Cardiac Life Support (ALCS) certified. All clinical staff must be trained in the use of automated external defibrillator (AED's).

The vendor must provide onsite communicable disease surveillance and reporting.

Contractor will provide emergency first aid and triage care for staff and visitors who are injured or become ill on the premises. No other care will be required by Contractor for staff or visitors.

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Financial Goals:

1. Utilization programs must be in place for all medical, mental health and pharmacy services.
2. Clinical, personnel, fiscal, administrative, quality management and programmatic reports must be provided in a format approved by the Office, and submitted within the timeframe identified by the Sheriff.
3. A pharmacy plan including a utilization program and drug formulary must be provided.
4. Staffing may not include agency or temporary employees without the express prior permission of the FCSO. If approved, any additional costs incurred by the use of such employees must be borne by the Contractor.
5. Billing data must be submitted no later than four weeks after the end of each month. The Company shall be required to provide monthly reporting on aggregate cap costs and projections. An annual billing summary must be submitted no later than the third week of January.

Security Goals:

1. The Contractor is required to submit detailed descriptions of:
 - a. Selection criteria for all on-site staff that will have direct or indirect contact with inmates;
 - b. Methods to be used in assuring the Sheriff's Office that Contractor's policies and procedures are consistently met;
 - c. Specific methods to be used in assuring the Sheriff's Office that no Contractor personnel are engaged in passing contraband [weapons, drugs, tobacco, and any other item the Office deems to be an illegal item] to the inmate population.
 - d. Specific methods to prevent inmates from gaining access to and possession of any medical supplies, pharmaceuticals or equipment.
 - e. The manner in which all sharp instruments/utensils/supplies will be issued, controlled while in use and accounted for prior to the end of each shift must be documented and monitored.
2. Contractor will provide an orientation to Sheriff's Office staff relating to health care delivery practices and the program to be implemented.

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3. Contractor's staff shall attend orientation provided by the Sheriff's Office within the first twenty (20) days of employment.
4. Contractor will attend meetings with the Sheriff's Office on a regular basis to discuss program and plan and any security changes.
5. Contractor employees are subject to Sheriff's office policies and procedures to a search at any time while within the secured areas of any facility operated by the Sheriff.
6. All Contractor staff are required to sign in and out of the facility each time they leave and return, regardless of the length of time or the purpose of departure/return.
7. Contractor staff will be required to be knowledgeable and abide by Sheriff's Office relevant policy and procedures and agree to incorporate security and conduct related policies into practice. Contractor employees determined to be in violation of Sheriff's Office policy and procedures are subject to discipline up to and including termination upon request of the Sheriff.
8. All contract employees will wear the FCSO supplied and purchased identification badge, with picture, face up in a visible manner from the point at which they enter the building and at all times while in the building until the point they leave the secured areas.
9. The Contractor and its employees will be responsible for keeping closed and locked all internal doors in assigned work areas. The Contractor and its employees must adhere to all security restrictions imposed by the Sheriff's Office.
10. The Contractor must ascertain and notify the Sheriff's Office in writing if any employee is related to or has or initiates an ongoing personal relationship with any person confined as an inmate in any of the Office operated facilities. It is the Contractor's responsibility to require its employees to alert the Contractor whenever a person who is a relative or personal acquaintance of that employee is admitted to any Sheriff's Office facilities.
11. The Contractor will implement a count procedure and log book procedure for sharp instruments and other such items in the medical services area. The Sheriff's Office reserves the right to define and ultimately approve what is a sharp utensil as well as enter the medical services area and inventory all such items at its discretion. Any missing items must be reported to the Officer in charge immediately, then to the Sheriff or his designee.
12. In a non-medical emergency situation, Sheriff's Office personnel take supervisory precedent over the Contractor's management and staff.

Program Support Services - In addition to providing on-site, off-site and personnel services, the Company shall also be expected to provide professional management services to support the medical program. These additional program support services are as follows:

Continuous Quality Improvement Committee - The Company shall institute a continuous quality improvement (CQI) committee that shall monitor the health services provided. Discussions should include committee membership, frequency of meetings, thresholds for evaluation, collection of data, corrective action plan and communication of results. The program shall also include regular chart review by physicians of outpatient and inpatient medical records. Chart reviews deliberations and actions taken as a result of reviews should be documented.

Infection Control - An infection program shall be implemented by the Company that includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws. The program shall be in compliance with Centers for Disease Control guidelines and Occupational Safety and Health Association regulations.

Inmate Grievances/Complaints - The Company shall specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The Company shall maintain monthly statistics of grievances filed i.e. those with and without merit. All grievance procedures shall be in accordance with the FCSO's regulations. All grievances shall be responded to in writing within two business days of receipt of the grievance. The FCSO reserves the right to review any inmate complaint and review the Company's actions. The Company must implement the FCSO's recommendations in disputed cases.

Policy and Procedures - The Company shall be responsible for the development, maintenance, and annual review of administrative and operational policies and procedures. The FCSO reserves the right to approve policies and procedures of the Company. The policies and procedures shall be designed to meet NCCHC, FCAC and FMJS standards. The policies shall be signed by the medical director, health administrator, and FCSO Court and Detention Services Division (CDSO) Chief.

Utilization Review - The Company shall establish a utilization review program for the review and analysis of the utilization of off-site referrals including subspecialty and inpatient stays. The program shall include non-urgent hospitalization, precertification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., Magnetic Resonance Imaging (MRI) and Computerized Axial Tomography (CAT) scans. The utilization management program shall demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

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Credentialing - The Company shall specify its credentialing procedures for professional staff employed at the Facility. Copies of all current nursing and physician licenses shall be kept on-file in the nursing administrator's office.

Risk Management and Mortality Review - The Company shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Company shall be responsible for establishing and providing evidence of a formal mortality review process. The FCSO's attorney or designee shall be included in any mortality review. The FCSO CDS Chief and General Counsel shall be notified, in writing, with a copy of any inmate related litigation involving correctional health care received by the Company. The Company shall not settle **any** inmate healthcare litigation without first discussing with FCSO.

Peer Review - The Company shall, at its sole cost and expense will perform annual Peer Review of the Medical Director. A qualified physician, approved by the Sheriff, shall conduct the Peer Review. All Peer review reports, documents and related information are the sole property of the Sheriff.

Safety and Sanitation Inspections - The Company shall coordinate monthly safety and sanitation inspections of the medical areas with designated FCSO personnel. The Company shall make appropriate recommendations for corrections on discrepancies or citations noted.

Medical Audit Committee - The Company shall coordinate with the FCSO CDS Chief to discuss medical care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference. The Company shall conduct and maintain minutes of medical staff meetings conducted on a monthly basis. The Company shall prepare and participate in external reviews; inspections and audits as requested and shall participate in the preparation of responses to critiques. The Company shall develop and implement plans to address/correct identified deficiencies.

Statistical Data Review - The Company shall describe its management information system. The Company shall be required to keep statistical data related to the inmate health care program which shall include utilization of service statistics and other areas that the Company and FCSO agree would be useful to evaluate the health care program and anticipate future needs. The Company shall prepare statistical reports on a monthly basis. The Company shall provide a narrative monthly report delineating the status of the health care program, which also identifies potential problems and discusses their resolution. The company must also provide monthly statistical reports that depict monthly paid and monthly projected costs as well as monthly aggregate and monthly projected aggregate costs. A complete annual report of utilization statistics and narrative summary delineating accomplishments of the Company shall also be provided on an annual basis.

Cost Containment Program - The Company shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism(s) by which the Company plans to control costs, areas in which

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cost savings can be achieved and evidence of the success of such programs at other Company sites.

Accreditation - The Company shall maintain accreditation by FCAC and NCCHC for the facility. The Company shall be responsible for the payment of all accreditation fees associated with accreditation.

Personnel Services - The FCSO encourages the development and implementation of a sound, practical staffing plan for the FCIDF. The Company is required to provide a written, detailed staffing matrix that will meet all servicing requirements as outlined in this Request for Proposal. (RFP)

Recruitment and Credentialing Program - The Company shall recruit and interview candidates who are currently licensed or certified in the State of Florida. Each candidate shall be interviewed by the Company with a special focus on technical expertise, emotional stability, and motivation. The Sheriff, CDSO Chief or designee shall be involved in the interviewing process and final selection for the medical director and health service administrator. It is recommended that the health service administrator be NCCHP certified and must be a Registered Nurse. Current qualified employees are to given priority in any hiring process by the Company. The FCSO requests that proposed salary scales for all job titles be included in the proposal. Personnel files of all subcontractors and contract employees shall be on file at the facility. The files shall be made available to the CDSO Chief, contract monitor or designee. These files shall include copies of current licenses, proof of professional certification, Drug Enforcement Administration (DEA) numbers, malpractice insurance certificates, evaluations and position responsibilities.

Turnover of staff - The Company shall describe its current nursing turnover ratio in other contracts (for both RNs and LPNs) and shall additionally indicate specific turnover for health service administrators, medical directors, regional managers and physicians.

Recruitment Program and Nursing Shortage - Company shall describe its recruitment program in the face of the national nursing shortage and shall indicate provisions to guarantee staffing at this Facility.

Approval of Employees - The final selection of all employees, including the Physician or Chief Medical Officer or subcontractors assigned by the company to FCSO shall be subject to approval by the Sheriff. Initial and continued employment of staff and subcontractors shall be subject to approval of the Sheriff. The FCSO reserves the right to prohibit any of the Company's employees and/or independent Companies from performing service with regard to this contract. Any such approvals required by the FCSO shall not be unreasonably withheld. The Company shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the FCSO. The Company shall notify and consult with the Facility Administrator prior to discharging, removing, or failing to renew contracts of professional staff.

Background Investigation - All personnel shall be required to pass a background investigation and fingerprint check conducted by the FCSO for initial and/or continued employment. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.

Compliance with Federal, State and Local statutes - All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, NCCHC standards and policies and procedures of the FCSO.

Non-Compete Agreements - The Company is prohibited from entering into covenants Not to Compete or Non-Competition Clauses with either employees or independent Companies, or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent Company or employee from competing, directly or indirectly, in any way with the Company. For the purpose of this paragraph, the term "competing directly or indirectly, in any way with the Company" shall mean the entering into or attempting to enter into any similar business with that carried on by the Company with any individual, partnership, corporation, or association that was or is the same or related business as the Company.

On-Call Responsibility - The on-site medical director and health service administrator shall be on-call twenty-four (24) hours per day.

Employee Training and Orientation:

- a. The Company shall describe its orientation program for its staff. The Company shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices on-site at the facility. An outline of the orientation and in-service program shall be submitted with the proposal. Orientation regarding other facility operations shall be the responsibility of the facility and the FCSO.
- b. The Company's new employees are required to attend a four (4) hour orientation program conducted by the FCSO consisting of security, classification, and blood borne pathogen, within the first twenty (20) days of their employment. The Company shall be responsible for the employee compensation during this training.
- c. The Company shall establish a medical library on-site at the facility for use by the health care staff. The library shall minimally include basic reference texts related to diagnosis and treatment in a primary care setting.
- d. The Company shall provide appropriate monthly in-service education programs for its staff. All staff shall be required to have 12 hours of

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continuing education each year. Selected topics, which require staff training, shall be identified on an ongoing basis throughout the Company's continuous Quality Improvement Program.

Staffing and Schedules - All hours shall be spent on-site at the Facility, except as is otherwise expressly agreed to by the Sheriff and the Company. Institution staffing work schedules may be modified upon the party's mutual agreement and written consent. All full-time contractual staff shall be on-site for at least 35 hours per week. A 35-hour, on-site week shall consist of a 35-hour work schedule and an additional one hour meal period for each shift, which is not included in the work schedule. The Company's staff shall administer the health care program at FCSO Inmate Detention Facility.

The staff shall be on-site each week at Flagler FCSO. The staff shall not be reassigned to assist with problems of other contracts. All contractual staff (both employees and independent Companies) shall be required to comply with sign-in and sign-out procedures on an official time-keeping form. The Company shall be permitted to substitute an automated time clock system or other method, which is subject to the approval of the FCSO.

Employee Benefits - The Company shall specify how they intend to cover periods of absences caused by vacations, holidays, and sick leave, and shall state what relief factor (if any) was computed into their staffing ratio. The Company should state whether positions in their proposal are to be covered by full or part time personnel.

Credit to the FCSO - The Company shall agree to issue the Sheriff a credit consisting of an hourly salary and fringe benefits for hours of each position not covered or vacant for fourteen (14) days or more. Adjustments shall be made on a monthly basis. If the health administrator position is left vacant for a period of greater than twenty (20) days, the Company shall pay one and a half times the salary rate per hour times the number of hours the position was left vacant after twenty (20) days.

The Company shall also make provisions in their staffing plan to cover periods of vacation, educational staff or sick time by including appropriate relief factors and per diem staff. The Company shall specify in their staffing plan what relief factors and how many per diem staff shall be included in their staffing plan. Deductions for vacation, sick time or education shall be recorded on the first day of absence of staff. At the end of each month, the Company shall report staff coverage and reimburse the Sheriff a credit consisting of an hourly salary and fringe benefits for each hour(s) of absence that brings coverage levels below ninety-five (95%) percent. The Company must maintain ninety-five (95%) percent coverage of the submitted staffing plan.

Security Clearance - The Company and its personnel shall be subject to and shall comply with all security regulations and procedures of the FCSO and the Facility. Violations of regulations may result in the employee being denied access to the Facility. In this event, the Company shall provide alternate personnel to supply services, described herein, subject

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to the FCSO's approval. The FCSO shall provide security for the Company's employees and agents consistent with security provided to other FCSO employees.

Contract Transition - The Company must demonstrate how it would make the transition from the current service delivery system to the new contract, if awarded. The transition plan should address an orderly and efficient start-up. The Company should emphasize their past experience in implementing contracts and successes in this area. A detailed plan shall be submitted with the proposal that addresses, at a minimum, how the following issues shall be handled and transferred:

1. Recruitment of current and new staff including physicians
2. Subcontractors and specialists
3. Hospital services
4. Pharmaceutical, laboratory, radiology, and medical supplies
5. Identification and assuming of current medical care cases
6. Equipment and inventory
7. Medical record management
8. Orientation of new staff

The Company should include personnel that shall be assigned to supervise and monitor the transition of the current contract to the Company's system, which should include timetables for completion.

Appendix A

<u>Title</u>	<u>Hourly Rate</u>	<u>Hourly rate/w benefits</u>
Health Services Administrator (RN/BSN)		
RN		
LPN		
Clerical		
Physician		
Physician Assistant/Nurse Practitioner		
Psychiatrist/Psych NP		
Mental Health Social Worker		

Please list shift differentials for:

	RN	LPN
Evening	_____	_____
Night	_____	_____
Week ends	_____	_____

LINE ITEM PRICING

<u>Cost Item</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Salaries (nursing, clerical and mental health)			
Professional fees (physician, dental and psychiatric Services)			
Pharmaceutical services			
Specialty service, ambulance and professional fees			
Laboratory services x-ray services MRI etc.			
Office supplies and medical records			
Medical supplies, equipment			
Waste management			
Accreditation fees			
Orientation and training of staff			
Recruitment costs			
Equipment (please list items)			
Malpractice insurance			
Miscellaneous (please define)			
Bonding costs			
<u>Profit and overhead</u>			
Total Cost -	_____	_____	_____

Appendix B

The following provisions (the "Addendum") are made part of that certain Agreement by and between _____, a _____ corporation (hereinafter referred to as "PROVIDER") and the Flagler County Sheriff's Office (hereinafter referred to as "SHERIFF") for _____ and dated MM/DD/YYYY. If there is a conflict between these terms and conditions contained within this Addendum and any other part of the Agreement and its exhibits, then the terms and conditions contained within this Addendum shall prevail.

A. SOVEREIGN IMMUNITY: SHERIFF is a state agency or political subdivision as defined in § 768.28, Florida Statutes, as amended from time to time, and nothing herein is intended to serve as a waiver of sovereign immunity nor shall anything include herein be construed as a consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

B. INDEMNIFICATION: PROVIDER shall, at all times hereafter, indemnify, hold harmless, and at the option of SHERIFF, defend or pay for an attorney selected by SHERIFF to defend SHERIFF, Flagler County, the Board of Commissioners of Flagler County, their respective elected officials, employees and/or agents against any and all claims, suits, actions, demands, causes of action of any kind, including all costs, expenses and attorney's fees and judgments arising out of the acts, omissions, and/or performance of the Agreement, Addendum and any subsequent addendum by PROVIDER, its officers, agents, employees, independent contractors or subcontractors. PROVIDER shall provide any information requested by SHERIFF in advance of any planned actions and/or conduct related to PROVIDER's handling of any such action or claim.

SHERIFF shall not be liable for and PROVIDER agrees to indemnify SHERIFF against liability resulting from injury or illness of any kind whatsoever, to PROVIDER's employees, agents, representatives, designees, or servants during the performance of the services, duties and responsibilities contemplated herein.

All provisions of the Agreement that require SHERIFF to assume liability or to indemnify or hold harmless are hereby deleted. The above indemnification provisions shall survive the expiration or termination of the Agreement, Addendum and any subsequent addendum.

C. PUBLIC RECORDS: SHERIFF is a public agency subject to Chapter 119, Florida Statutes. To the extent PROVIDER is acting on behalf of the SHERIFF pursuant to Section 119.0701, Florida Statutes, PROVIDER shall comply with all applicable public records laws and:

1. Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.

2. Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the PROVIDER does not transfer the records to SHERIFF.
4. Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of PROVIDER or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the PROVIDER transfers all public records to SHERIFF upon completion of the contract, the PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROVIDER keeps and maintains public records upon completion of the contract, the PROVIDER shall meet all applicable requirements for retaining public records.
5. All public records stored electronically by the PROVIDER pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event PROVIDER receives a public records request related to this Agreement and the services provided hereunder, PROVIDER shall promptly forward the same to SHERIFF for SHERIFF'S records; provided that PROVIDER may take action to prevent disclosure of information to which public records laws do not mandate disclosure. PROVIDER shall fully pay for all attorney's fees, costs of litigation and any judgments, fees, or other monetary awards assessed against PROVIDER and/or SHERIFF if PROVIDER elects to take action to prevent disclosure of information under public records laws. SHERIFF shall reasonably cooperate with PROVIDER in the event any exemptions may be applicable to disclosures.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: WENDEE HARTMAN, RECORDS MANAGER, P.O. BOX 879, BUNNELL, FL 32110 (386)437-4116 WHARTMAN@FLAGLERSHERIFF.COM OR THE OFFICE OF GENERAL COUNSEL, FLAGLER SHERIFF'S OFFICE AT (386) 437-4116.

D. MANNER OF PERFORMANCE: PROVIDER warrants to perform its duties and obligations in a professional manner and in accordance with applicable local, state, and federal laws, rules, regulations and codes. PROVIDER agrees the performance of its obligations shall be provided by persons that are educated, trained, experienced certified, licensed in all areas encompassed within their designated duties. PROVIDER agrees to furnish to SHERIFF any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules or regulations. PROVIDER further certifies that it and its employees and agents will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement, Addendum, and any subsequent addendum.

E. DATA PROTOCOLS: Any data provided by SHERIFF to PROVIDER shall remain the property of SHERIFF. At any time during the parties relationship and up to ninety (90) days after termination of the Agreement, SHERIFF may export its data in a format most suitable for SHERIFF's needs from PROVIDER.

F. ASSIGNMENT: PROVIDER may not assign its rights/obligations without the prior written permission of SHERIFF.

G. NO RIGHT OF PUBLICITY: PROVIDER shall not advertise that SHERIFF is one of PROVIDER's customers nor use SHERIFF's name and logo, in any type of marketing or advertisement materials.

H. TERMINATIONS: All provisions in the Agreement providing for payment by SHERIFF as liquidated damages, cancellation fees or any term that obligates SHERIFF to pay anything other than the pro rata cost of the Agreement as of the termination date is hereby deleted.

Neither the expected termination nor the expiration of the Agreement shall relieve PROVIDER of its contractual and ethical duty to perform under the Agreement until the date of termination. The Agreement may be terminated upon the following events:

Mutual Agreement: In the event the parties mutually agree in writing the Agreement may be terminated on the terms and dates stipulated therein.

Termination Without Cause: SHERIFF shall have the right to terminate the Agreement without cause by providing PROVIDER thirty (30) calendar days written notice. PROVIDER shall only be paid for services rendered up through the termination of the agreement.

Government Appropriation: In the event the funds to finance this Agreement become unavailable or are not allocated by Flagler County,

Florida, to SHERIFF, then SHERIFF may provide PROVIDER with thirty (30) calendar days written notice of termination of this Agreement and PROVIDER shall only be paid for services rendered up through the receipt of that thirty (30) day notice.

Termination for Cause: In the event of material breach of these terms and conditions either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) calendar days from the date of receipt of notice to cure such material breach. SHERIFF in its sole discretion may terminate the Agreement immediately upon the occurrence of PROVIDER's violation of the public records laws, insolvency or bankruptcy, or violation of the civil rights, E-verify, insurance or scrutinized vendor terms of the Addendum.

I. SCRUTINIZED VENDOR LIST: By signing this Agreement PROVIDER certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per § 287.135, Florida Statutes.

J. CRIMINAL HISTORY: PROVIDER represents that its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. PROVIDER has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

K. CIVIL RIGHTS REQUIREMENTS: PROVIDER shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, sexual orientation, sexual preference, gender expression, marital status or medical status. PROVIDER shall take affirmative action to ensure that PROVIDER'S employees, applicants, subcontractors, and independent contractors, are treated without discrimination in regard to their race, age, color, religion, sex, national origin, mental or physical disability, sexual orientation, sexual preference, gender expression marital status or medical status. PROVIDER shall comply with all applicable sections of the Americans with Disabilities Act, where possible. The PROVIDER agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the PROVIDER, its successors, transferees, and assignees for the period during which services are provided. The PROVIDER further assures that all subcontractors and independent contractors are not in violation of the terms of this Section.

L. INSURANCE: Throughout the term of this Agreement and for all applicable statutes of limitations periods, PROVIDER shall maintain in full

force and effect the insurance coverages set forth in this Article. All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Flagler County, Florida, and (c) have a Best's rating of A-VI or better. All insurance policies (with the exception of the Worker's Compensation policy) shall name and endorse the following as additional insureds: the Flagler County Sheriff's Office, Flagler County, the Board of Commissioners of Flagler County and their officers, agents, employees and commission members with a or similar endorsement to the liability policies. All insurance policies shall be on a claims made basis and shall be endorsed to provide that (a) PROVIDER's insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) PROVIDER's insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. PROVIDER shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:

1. **Workers' Compensation.** PROVIDER shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 for aggregate disease. Policy(ies) must be endorsed with waiver of subrogation against SHERIFF and Flagler County.
2. **Commercial General Liability Insurance.** PROVIDER shall carry Commercial General Liability Insurance with limits of not less than Two Million (\$2,000,000) dollars per claim and Four Million (\$4,000,000) aggregate. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, data breach, data corruption, user data misappropriation, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
3. **Umbrella or Excess Liability Insurance.** PROVIDER may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. PROVIDER agrees to name and endorse the Flagler County Sheriff's Office, Flagler County, the Board of

Commissioners of Flagler County and their officers, agents, employees and commission members as additional insureds.

4. PROVIDER shall provide SHERIFF'S General Counsel's Office with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Article prior to award of the contract, and, at any time thereafter, upon request by the SHERIFF. PROVIDER'S insurance policies shall be endorsed to provide SHERIFF with at least thirty (30) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Flagler County Sheriff's Office
Attn.: General Counsel
P.O. Box 879
Bunnell, FL 32110

5. If any of the insurance policies required under this section above lapse during the term of the Agreement, PROVIDER shall not receive payment from SHERIFF until such time that SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverage specified in this section that effective as of the lapse date. SHERIFF at its sole discretion, may terminate the Agreement immediately and no further payments shall be due to PROVIDER.

6. If PROVIDER'S insurance policy is a claims made policy, then PROVIDER shall maintain such insurance coverage for a period of one (1) year after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage. If any of PROVIDER'S insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the applicable limits specified above in this Article. The provisions of this Article shall survive the expiration or termination of this Agreement.

M. PUBLIC ENTITY CRIMES ACT: In accordance with the Public Entity Crimes Act (§ 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a PROVIDER, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. PROVIDER's execution of this

Agreement acknowledges PROVIDER's representation that it has not been placed on the convicted vendor list. Violation of this section by PROVIDER shall result in termination of this Agreement and may cause PROVIDER debarment.

N. CHOICE OF LAW AND FORUM: The validity, construction and effect of the Agreement, Addendum and any future addendum shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of the Agreement, Addendum or any future addendum shall be litigated in the Seventh Judicial Circuit in and for Flagler County, Florida. Any provision of the Agreement requiring mandatory alternative dispute resolution is hereby deleted.

O. MOST FAVORED CUSTOMER PRICING: During the term of the Agreement, prices for the goods and services provided as part of the Agreement must be the equal or lower than those offered to the most favorable customer of PROVIDER for similar quantities under comparable terms and conditions. When requested by SHERIFF, PROVIDER must show the prices offered to SHERIFF match or are less than those offered to PROVIDER's most favored customer. Any price reductions offered to PROVIDER's other customers must be offered to SHERIFF if similar quantities or services are involved.

P. TAXES: PROVIDER is responsible for all federal, state, local and any other applicable taxes required by law. PROVIDER certifies all state and federal tax exemptions applicable to SHERIFF shall be applied.

Q. E-VERIFY: In accordance with § 448.095, Fla. Stat., PROVIDER agrees as follows:

1. If PROVIDER has employees performing work under this Agreement PROVIDER shall utilize the E-Verify system to verify the work authorization status of all newly hired employees.
2. If PROVIDER hires subcontractors to fulfill its obligations under the Agreement, PROVIDER shall require an affidavit from each subcontractor providing the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Provider shall retain a copy of the affidavit for the term of the Agreement and all renewals thereafter.
3. SHERIFF shall terminate the Agreement if SHERIFF has a good faith belief PROVIDER is in violation of § 448.095(1), Florida Statute. PROVIDER shall terminate any agreement with any subcontractor if it has a good faith belief the subcontractor is in violation of § 448.09(1), Florida Statute.

- 4. SHERIFF shall notify and order PROVIDER to immediately terminate a contract with a subcontractor if SHERIFF has a good faith belief that PROVIDER's subcontractor knowingly violated this section but PROVIDER has otherwise complied with this section.**

- 5. A contract terminated pursuant to this section is not a breach of contract and shall not be considered as such. PROVIDER shall be liable for any additional costs incurred by SHERIFF as a result of contract termination under this section.**

R. SEVERABILITY: In the event any provisions of the Addendum are held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the terms and conditions which shall remain in full force and effect.