



ST. TAMMANY PARISH

MICHAEL B. COOPER
PARISH PRESIDENT

NOTICE OF REQUEST FOR PROPOSALS

ST. TAMMANY PARISH

St. Tammany Parish Government is seeking responses for the following project:

RFP# 25-13-3 – Jail Health Care Services

This RFP is available online at: LaPAC – Louisiana Procurement and Contract

Network: <https://www.cfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>

It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Parish is not responsible for a proposer's failure to download any addenda documents required to complete an RFP.

Responses will be received by the Department of Procurement, **until 2:00 pm CST Tuesday, December 16, 2025**. Each response will be evaluated by designated Parish personnel after the submission deadline and public opening has passed.

Each Proposal must be sealed. The outside of the envelope, box or package should be marked with the Proposer's Name and Address, the Proposal Name, the RFP #, and the Proposal Opening Date. The successful Respondent must supply St. Tammany Parish Government with all required documentation as specified in the RFP documents. Said Respondent must also be in Good Standing and licensed to do business in the State of Louisiana.

Proposals will be received at the St. Tammany Parish Government Department of Procurement Office, 21454 Koop Dr., Suite 2F, Mandeville LA., 70471 from each Respondent or his agent, or by certified mail with return receipt requested.

Procurement Department

PROCUREMENT DEPARTMENT
P.O. BOX 628 | COVINGTON, LOUISIANA | 70434 | PROCUREMENT@STPGOV.ORG 985-898-2520
WWW.STPGOV.ORG

REQUEST FOR PROPOSAL

ST. TAMMANY PARISH GOVERNMENT

Jail Health Care Services



RFP Number: 25-13-3

Proposal Opening Date: Tuesday, December 16, 2025

Proposal Opening Time: 2:00PM

October 30, 2025

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Attachment “A” – Pricing Sheet

Attachment “B” – Sample Contract

Attachment “C” – Acknowledgment and Waiver

Attachment “D” – Insurance Requirements

Attachment “E” – Affidavits

Attachment “F-1” – Sample Scoring Matrix

Attachment “G” – Sample Corporate Resolution

Attachment “H” – Sample Certificate of Insurance

Attachment “I” – Basic Jail Guidelines and Delineation of Services

REQUEST FOR PROPOSAL FOR

Jail Health Care Services

PART I: OVERVIEW

1.1 Background/Purpose

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified Proposers who are interested in providing on-site primary health care services to include medical, dental, and mental health, and related support services for inmates in the custody of the St. Tammany Parish Sheriff's Office at the St. Tammany Parish Jail. Proposer will be able to coordinate comprehensive off-site hospital and specialty health care services for the inmates in custody utilizing the state's prison health care model. The provision of services is primarily provided on-site at the jail. Specialized services may be provided through arrangements with area providers such as hospitals, clinics, medical specialists, laboratories, community third-party providers, the Louisiana Department of Public Safety and Corrections, and other specialized providers. The jail houses both male and female inmates and has a maximum capacity of around 1200 inmates. The average daily population of inmates incarcerated at the facility on a monthly basis is estimated at around 1050 inmates. Submittal of a proposal does not create any right or expectation to a contract with the Parish.

1.2 Definitions

A. Shall – The term “shall” denotes mandatory requirements.

B. Must - The term “must” denotes mandatory requirements.

C. May - The term “may” denotes an advisory or permissible action.

D. Should – The term “should” denotes a desirable action.

E. Provider – A Proposer who contracts with the Parish.

F. Parish - St. Tammany Parish Government.

G. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

H. RFP – Request for Proposal.

I. Proposer – Person or entity responding to this RFP.

J. Agreement – A contract between the Provider and the Parish.

K. Evaluation Committee – Committee established for the purposes of evaluating proposals submitted in response to this RFP.

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP Available	November 12, 2025	8:00 AM
2. Pre-Proposal Conference (if required):*	Omitted as not applicable to this RFP	
3. Deadline to receive written inquiries	December 5, 2025	2:00 PM
4. Deadline to answer written inquiries	December 11, 2025	2:00 PM
5. Proposal Opening Date (deadline for submitting proposals)	December 16, 2025	2:00 PM
6. Oral discussions with proposers, if applicable	TBD	
7. Notice of Intent to Award to be mailed	TBD	
8. Contract Initiation	TBD	

NOTE: The Parish reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

1.4 Proposal Submittal

This RFP is available online at: LaPAC – Louisiana Procurement and Contract

Network:<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>

NOTE: LaPAC is the State's online electronic solicitation notification system on the Office of State Procurement website. LaPAC provides an immediate e-mail notification to subscribing vendors of a STPGOV solicitation and any addenda posted. To receive the e-mail notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Parish is not responsible for a proposer's failure to download any addenda documents required to complete an RFP.

All proposals shall be received by the Procurement Department **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of the sealed envelope, box or package with the following information and format:

- X **Name and Address of Proposer**
- X **Proposal Name: Jail Health Care Services**
- X **RFP #: 25-13-3**
- X **Proposal Opening Date: TUESDAY, DECEMBER 16, 2025**

Proposals may only be sent via certified mail, hand-delivery or courier service to our physical location at:

St. Tammany Parish Government Procurement Department
21454 Koop Drive, Suite 2F
Mandeville, Louisiana 70471

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Parish is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

If the Proposer **has not** done business with the Parish, the Proposer should submit a **W-9** with their response.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the Parish.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the Parish's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state **or** a member

of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to the Parish before contract award.**

2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification or other supportive documents must be submitted to the Parish before contract award.**

The cover letter should also:

1. Identify the submitting Proposer and provide its federal tax identification number;
 2. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and
 3. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, related services provided as referenced in Section 2.6.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solutions and compliance with the RFP requirements as specified in Section 2.6.
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Financial Proposal: Proposer's fees and other costs, if any, shall be submitted on Attachment "A".** Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish.
- G. **Additional Information:** Each Proposer should submit any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.
- H. **Acknowledgment and Waiver:** Proposer shall execute and have notarized an Acknowledgment and Waiver (Attachment "C" hereto).

- I. **Multiple Copies of Response:** Each Proposer shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided and **one (1) electronic copy via USB or CD.**

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

All requested and provided comprehensive inmate health care services shall be provided in a manner which maintains current accreditation by the National Commission on Correctional Health Care (NCCHC) and meets or exceeds the established standards of NCCHC, the Louisiana Department of Public Safety and Corrections' Basic Jail Guidelines, and all other federal, state, and local laws relating to healthcare services provided in correctional institutions.

The Proposer must define a system to provide for all of the following aspects of inmate health care services as established by the NCCHC. Details and Specifications regarding the requirements of this *Scope of Work* are included in *Section 2.6: "Proposal Submission Requirements"* of this RFP.

Governance and Administration

- Access to Health Care
- Responsible Health Authority ("RHA")
- Medical Autonomy
- Administrative Meetings and Reports
- Policies and Procedures
- Continuous Quality Improvement Program
- Privacy of Care
- Health Records
- Procedure in the Event of an Inmate Death
- Grievance Process for Health Care Complaints

Health Promotion, Safety, and Disease Prevention

- Healthy Lifestyle Promotion
- Infectious Disease Prevention and Control
- Clinical Preventative Services
- Medical Surveillance of Inmate Workers
- Suicide Prevention and Intervention
- Contraception
- Communication on Patients' Health Needs
- Patient Safety
- Staff Safety

Personnel and Training

- Credentials
- Clinicals Performance Enhancement
- Professional Development
- Health Training for Correctional Officers
- Medication Administration Training
- Inmate Workers
- Staffing
- Health Care Liaison
- Orientation for Health Staff

Patient Care and Treatment

- Information on Health Services
- Receiving Screening
- Transfer Screening
- Initial Health Assessment
- Mental Health Screening and Evaluation
- Oral Care
- Nonemergency Health Care Requests and Services
- Nursing Assessment Protocols and Procedures
- Continuity, Coordination, and Quality of Care During Incarceration
- Discharge Planning

Special Needs and Services

- Patients with Chronic Disease and Other Special Needs
- Infirmary-Level Care
- Mental Health Services
- Medically Supervised Withdrawal and Treatment
- Counseling and Care of the Pregnant Inmate
- Response to Sexual Abuse
- Care for the Terminally ill

Medical Legal Issues

- Restraint and Seclusion
- Segregated Inmates
- Emergency Psychotropic Medication
- Therapeutic Relationship, Forensic Information, and Disciplinary Actions
- Informed Consent and Right to Refuse
- Medical and Other Research

The term of the contract will be from January 1, 2026, through December 31, 2030.

Vendor Security Clearance Process:

Any vendor or vendor personnel visiting or working in an institution is required to receive security clearance prior to entering the institution's grounds. Vendor must furnish the full name, driver's license number, social security number, date of birth, race, and sex of each employee who will be entering the compound. This information must be furnished in writing to the site visit coordinator prior to commencing work on the awarded project. A criminal background check will be conducted on each employee, and upon arrival, ID cards will be issued to each employee. No vendor personnel will be allowed to work on the institution's grounds until the above clearance approval process is completed. The successful vendor is also required to provide a written inventory of tools, vehicles, and/or trailers prior to entering the institution's grounds.

PREA: Prison Rape Elimination Act:

In accordance with DPS & Department Regulation No. C-01-022 "Sexual Assault and Sexual Misconduct", the vendor agrees to report allegations of sexual misconduct, respond to investigation inquiries, and participate in training as directed by the Department of Public Safety and Corrections. The sexual assault and sexual misconduct with inmates' acknowledgement form and the Louisiana Criminal Code: La. R.S. 14:134 Malfeasance in Office form will be signed by the vendor and kept on file at the facility. Should the regulation be modified or amended, the vendor will be notified and shall comply with the regulation as modified or amended

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on the date of the Parish President's signature or approval in writing by the Parish President or designee. The contract shall terminate pursuant to the terms and conditions of section 5.31 herein, the terms and conditions of the contract, operation of law, as agreed between the parties, or upon satisfactory completion of all services and obligations described in the contract.

2.3 Price Schedule

Prices proposed by the Proposers shall be firm for the term of the contract.

2.4 Deliverables

Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

2.5 Location

The location where the service is to be performed and managed is located at:

**1200 Champagne Street
Covington, LA 70433**

2.6 Proposed Submission Requirements

It shall be a requirement of the Proposer to demonstrate through its response to this RFP that the Proposer can effectively meet or exceed the stated requirements listed in this section. Relative to the requirements presented related to comprehensive inmate healthcare services, all requested and provided services shall be provided in a manner which maintains current accreditation by the National Commission on Correctional Health Care (NCCHC) and meets or exceeds the established standards of the NCCHC, the Louisiana Department of Public Safety and Corrections' Basic Jail Guidelines, and all other federal, state, and local laws relating to healthcare services provided in correctional institutions.

Proposers must respond to each of the following requirements, explaining and demonstrating their qualifications. Each response will be evaluated and scored. Supporting documentation and actual examples of currently provided services in other correctional institutions must be provided within the Proposer's response. Please note that all proposals will be public record, and all personally identifiable information must be redacted from documentation. Scoring will be based on the content, depth, and detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a reduced score.

Demonstrated requirements of proposal submission are as follows:

1. Company Background and Experience (10 Points)
 - a. Proposer should give a brief description of the company including brief history, corporate or organization structure, and number of years in business.
 - b. Proposer must be qualified and experienced in providing comprehensive medical care services in correctional environment, including providing services in a facility accredited under the National Commission on Correctional Health Care (NCCHC).
 - c. In substantiation of the requirement above, the Proposer must:
 - i. Specify the name(s) and location(s) of each facility Proposer has provided services.
 - ii. Specify what type of accreditation the facility processed, and if so, the dates the accreditation, if known.
 - iii. Include data on the average inmate census, the types of medical services provided, and frequency of the different types of medical services.
 - iv. Identify the services provided at each facility.
 - v. Provide at least three references, with titles and contact information, for each facility.
 - vi. The Proposer should include a description of all legal action – pending or filed in the past five (5) years – that resulted in a decision against the Proposer, or any legal action against any other company that has occurred as a result of a business association with the Proposer; If the Proposer does not have any legal action pending or filed within the past five (5) years, then the Proposer should provided a statement indicating no legal actions.

- vii. Proposer should also identify contracts that have been terminated in the last five (5) years. If there are none, then a statement must be included indicating no terminated contracts for that specific timeframe.
- d. With respect to accreditation, the Proposer must:
 - i. Specify in their proposal whether they have obtained NCCHC accreditation in the past, and the status of each of those accreditations.
 - ii. Explain why, if any, accreditation was not renewed.

2. Governance and Administration (10 Points)

- a. Proposer must establish health care services that ensure access to care, professional administration of all aspects of health care, and monitoring and quality improvement policies that effectively process health care issues from identification through resolution. All aspects of governance and administration must be addressed by written policy and defined procedures.
- b. Access to Care
 - i. Proposer must ensure inmates have access to care for any medical, dental, and/or mental health need; specifically, in a timely manner, a patient is seen by a qualified health care professional, is rendered a clinical judgement, and receives care that is ordered.
- c. Responsible Health Authority
 - i. Proposer must define the role of an on-site responsible health authority (RHA) and designate a position as such, as well as listing required credentials for the position, who ensures the facility maintains a coordinated system for health care delivery and is the designated representative for the Proposer to Parish.
- d. Medical Autonomy
 - i. Proposer must ensure that health care decisions are made by qualified health care professionals for clinical purposes and implemented in an effective and safe manner.
- e. Administrative Meetings and Reports
 - i. Proposer must work with correctional administrators or Parish designee to coordinate the health care delivery system through joint monitoring, planning, and problem resolution.
 - ii. *Meetings*
 - 1. The designated responsible health authority (RHA) must be present at any meeting, as requested, by the Sheriff, Warden, or Parish.
 - 2. Proposer must make itself available for annual review meetings with the Parish.
 - 3. Proposer must ensure administrative meetings are held at least quarterly and attendance is required of the RHA and requested by the Sheriff, Warden, and Parish, or their designees to discuss reporting, metrics, services, outcomes, and other operational issues. The Parish reserves the right to ask for additional information.
 - 4. Proposer must ensure health staff meetings are held at least monthly to address pertinent health care issues.
 - iii. *Reports*
 - 1. Proposer should provide examples and documentation of data, statistics, and reports Proposer currently provides correctional institutions and governmental entities as part of existing

contractual relationships, including qualitative, quantitative, and compliance reports.

2. At a minimum, Proposer should provide the following data, statistics, and reports.
3. *Daily Report*: Proposer shall submit to Parish and Warden a daily report for the previous 24 hours prior to 0900 hours which includes the following:
 - a. Transfers to off-site hospital emergency departments
 - b. Communicable disease reporting
 - c. Suicide data (i.e., attempts and precautions taken)
 - d. Fatalities
 - e. Report on status of inmates in local hospitals and infirmaries
 - f. Staffing rosters
 - g. Submit completed medical incident report copies, including mental health
 - h. Submit completed medical grievance report copies
 - i. A list of lost medical files (if any)
 - j. Receiving screenings performed
 - k. Unusual / Remarkable events
 - l. Daily Census
4. *Statistical Reports*: Proposer shall maintain general statistics and record keeping about the services provided. Proposer shall make available to the Parish, monthly or as requested, accrued data regarding services provided, and made available no later than the fifth day of the following month. Monthly statistical reports should include service volume and incidence of certain illnesses, diseases, and injuries. Such reports shall be in a format that does not contain any personally identifiable information about inmates.
 - a. Proposer shall make the following aggregated statistics available monthly:
 - i. Service Volume (by category of care and encounter)
 - ii. Incidence of Certain Illnesses
 - iii. Infectious Disease Monitoring
 - iv. Emergency Services and Hospital Admissions Provided
 - v. Access, Timeliness of Health Services, and Follow-Up
 - vi. Missed Appointments to treatment standards
 - vii. Grievance Statistics
 - viii. Inmate requests for various services
 - ix. Inmates seen at sick call
 - x. Inmates seen by physicians
 - xi. Inmates seen by dentist
 - xii. Inmates seen by psychiatrist
 - xiii. Inmates seen by psychologists
 - xiv. Inmates seen by OB/GYN
 - xv. Inmates seen by case manager

- xvi. Mental Health screenings, assessments, evaluations, and referrals
 - xvii. Medical specialty consultation referrals
 - xviii. Referrals to community service providers
 - xix. Referrals to community service providers at discharge
 - xx. Intake medical screening
 - xxi. History and physical assessments
 - xxii. Psychiatric evaluations
 - xxiii. Specialty clinics attendance and screenings in house
 - xxiv. Diagnostic studies
 - xxv. Report of third-party reimbursement, pursuit of recovery
 - xxvi. Percentage of inmate population dispensed medication
 - xxvii. Inmates testing positive for venereal disease
 - xxviii. Inmates testing positive for AIDS or AIDS antibodies
 - xxix. Inmates testing positive for TB
 - xxx. Inmate mortality
 - xxxi. Number of hours worked by entire medical staff, specifying each post or shift
 - xxxii. Other data request by the Parish
5. *Offsite Activity Report*: Proposer shall provide a monthly off-site activity report no later than the fifth day of the following month. The report shall contain all off-site outpatient, in-patient, emergency room, and clinical services visit.
 6. *Credential Report*: Proposer shall submit an annual Credential Report by calendar year, due each year by no later than January 15, to the Parish on all applicable certifications, accreditations, and licenses during the life of the awarded contract.
 7. *Health Appraisal Status Report*: Proposer shall submit an annual Health Appraisal Status Report by calendar year, due each year no later than January 15 to the Parish. This report shall include, as applicable:
 - a. Service Volume (by category of care and encounter)
 - b. Incidence of Certain Illnesses
 - c. Infectious Disease Monitoring
 - d. Emergency Services and Hospital Admissions Provided
 - e. Access, Timeliness of Health Services, and Follow-Up
 - f. Missed Appointments to treatment standards
 - g. Grievance Statistics
 - h. Inmate requests for various services
 - i. Inmates seen at sick call
 - j. Inmates seen by physicians
 - k. Inmates seen by dentist
 - l. Inmates seen by psychiatrist
 - m. Inmates seen by psychologists
 - n. Inmates seen by OB/GYN
 - o. Inmates seen by case manager

- p.* Mental Health screenings, assessments, evaluations, and referrals
 - q.* Medical specialty consultation referrals
 - r.* Referrals to community service providers
 - s.* Referrals to community service providers at discharge
 - t.* Intake medical screening
 - u.* History and physical assessments
 - v.* Psychiatric evaluations
 - w.* Specialty clinics attendance and screenings in house
 - x.* Diagnostic studies
 - y.* Report of third-party reimbursement, pursuit of recovery
 - z.* Percentage of inmate population dispensed medication
 - aa.* Inmates testing positive for venereal disease
 - bb.* Inmates testing positive for AIDS or AIDS antibodies
 - cc.* Inmates testing positive for TB
 - dd.* Inmate mortality
 - ee.* Number of hours worked by entire medical staff, specifying each post or shift
 - ff.* Other data requested by the Parish
- f. Policies and Procedures
 - i. Proposer must ensure the health care policies and procedures are developed, documented, and readily available to medical and correctional staff.
 - ii. Policies and procedures must be site specific and reviewed at least annually by the RHA and Parish.
 - iii. Proposer must ensure health staff review policies and procedures any time they are revised, or new policies are introduced.
 - iv. *Procedures Manual:* Proposer shall maintain an updated on-site procedures manual that meets the requirements of applicable standards as outlined by the NCCHC. A separate communicable disease manual shall also be maintained on-site.
- g. Continuous Quality Improvement Program
 - i. Proposer must develop a continuous quality improvement (CQI) program that monitors and improves health care delivered in the facility.
 - ii. Proposer must establish a quality improvement committee with representatives from the major program areas (medical, mental health, and dental), Parish and Warden, or their designees, the Proposer's RHA, and other representatives as requested by the Parish. The committee shall meet not less than quarterly.
 - iii. The Proposer shall describe how it will implement and maintain a CQI that incorporates clinical and non-clinical findings from the quality improvement committee and previously established reporting. In addition, the program shall include review of critical incidents based upon frequency of occurrence and severity of impact.
 - iv. Results of the CQI reviews, as well as recommendations for corrective action, will be provided to Proposer. Proposer will take recommended corrective action or will advise the Parish in writing why such corrective action should not be taken. Proposer will cooperate with procedures to resolve any impasse in recommendations to take corrective actions.
- h. Privacy of Care

- i. Proposer must ensure that health care encounters and exchanges of information remain private, in accordance with HIPAA. Discussions of protected patient health information and clinical encounters are conducted in private. Additionally, privacy should be afforded during physical exams, with special considerations for pelvic, rectal, breast, or other genital exams.
- i. Health Records
 - i. Proposer must ensure that a confidential health record is created and maintained using a standardized format.
 - ii. Describe Proposer's medical records system, including electronic access, protections, input, and maintenance process for medical records. Provide examples of medical records systems in place at existing detention and/or correction facilities where Proposer is providing services.
 - iii. *Confidentiality*: Proposer shall maintain confidentiality of the health care records as is required by law. All medical records shall be and remain the property of the Parish. In the event of a contract termination, Proposer shall confirm the Parish has received and has access to the full updated and accurate records, in part to assure compliance with medical records retention practices.
 - iv. *Maintenance*: Individual inmate health records shall be fully and properly maintained, including but not limited to:
 - 1. Pre-screen history
 - 2. Medical evaluation report
 - 3. Complaints of injury or illness and action taken
 - 4. Physician orders
 - 5. Progress notes
 - 6. Names of all personnel treating, prescribing, and/ or issuing education
 - 7. Medications administered
 - 8. All laboratory, x-ray, and other documentation of treatment provided, and
 - 9. Documentation of all off-site services.
 - v. When an inmate is transferred to another correctional or medical facility, a copy of the current health record or a comprehensive health summary accompanies the inmate, and the Proposer must ensure the transfer and sharing of health records complies with state and federal law.
- j. Procedure in the Event of an Inmate Death
 - i. Proposer should define a notification process in the event of an inmate death to notify the Parish, not longer than 12 hours following death.
 - ii. Proposer must conduct a thorough review of all deaths in custody in an effort to improve care and prevent future deaths.
 - iii. Proposer must ensure a physician-led clinical mortality review is conducted by the Proposer within 30 days. The medical director must be involved with this process.
 - iv. An administrative review is conducted in conjunction with correctional staff and the Parish within 30 days.
 - v. A psychological autopsy is performed on deaths by suicide within 30 days.
 - vi. Health care staff are informed of pertinent findings of all reviews.

- k. Grievance Process for Health Care Complaints
 - i. Proposer must protect a patient's right to disagree with or question the health care system by ensuring a grievance process is in place.
 - ii. The grievance policy shall include a time frame for response, documentation of response, be based on principles of adequate medical care, and include the process for appeal.
3. Health Promotion, Safety, and Disease Prevention (5 Points)
- a. Proposer must address the need to optimize education, safety, and preventative care and ensure that policies and procedures related to these standards involve health care and correctional staff. All aspects of health promotion, safety, and disease prevention must be addressed by written policy and defined procedures.
 - b. Healthy Lifestyle Promotion
 - i. Proposer must ensure that health care policies, procedures, and practices emphasize health promotion, wellness, and recovery.
 - ii. Proposer must ensure that patients receive individual health education and instruction in self-care for their health conditions and that general health education is accessible to all inmates.
 - iii. General health care educational topics shall include, but not necessarily be limited to, mental health, nutrition, sexually transmitted diseases, infectious diseases such as TB, Hepatitis C, Hepatitis B, and HIV, smoking, chronic disease, and oral health.
 - iv. Proposer must provide recommendations for all medical and special needs diets.
 - c. Infectious Disease Prevention and Control
 - i. Proposer must ensure a comprehensive institutional program that includes surveillance, prevention, and control of communicable disease, specifically:
 - 1. Medical, dental, and laboratory equipment and instruments are appropriately cleaned, decontaminated, and sterilized, per applicable recommendations and/or regulations.
 - 2. Sharps and biohazardous wastes are disposed of properly
 - 3. Surveillance to detect inmates with infectious and communicable diseases is effective.
 - 4. Inmates with contagious diseases are identified and, if indicated, medically isolated in a timely fashion.
 - 5. Infected patients receive medically indicated care.
 - ii. Proposer must ensure inmates who are released with communicable or infectious diseases have documented community referrals, as medically indicated.
 - iii. Proposer should specify how it has handled a communicable / infectious disease outbreak (for example, chicken pox, lice, flu, or COVID-19 outbreak).
 - a. Include any policies, procedures, and/or reports and notifications advising treatment plans.
 - b. Include a description of employees responsible for managing such an incident, who would be responsible for the reporting of such incidents to public health officials, who would be responsible for recording and charting such incidents, and the education programs

that would occur to prevent future occurrences of such incidents.

- d. Clinical Prevention Services
 - i. Proposer must ensure inmates are provided with clinical preventive services as medically indicated.
 - ii. Proposer must ensure the responsible physician determines medical necessity and/or timing of screenings and other preventive services (mammograms, colorectal screening, prostate screening, pap smears), as well as the frequency and content of periodic health assessments.
 - iii. The responsible physician shall determine the medical necessity and/or timing of screening and treatment for communicable diseases.
 - iv. Immunizations shall be administered to patients as clinically indicated.
- e. Medical Surveillance of Inmate Workers
 - i. Proposer must ensure the health and safety of the inmate worker population are protected.
 - ii. Proposer must ensure an initial medical screening of an inmate for contraindications to a work program, based on job risk factors and patient condition, is conducted prior to enrollment in the program.
 - iii. Proposer must ensure ongoing medical screenings of inmates in work programs is conducted in a way that affords the same health protection as medical screening of employee workers in equivalent jobs.
- f. Suicide Prevention and Intervention
 - i. Proposer must ensure suicides are prevented, when possible, by implementing prevention efforts and intervention.
 - ii. Proposer shall define a suicide prevention program that includes, but is not limited to, the following:
 - 1. Health care staff identifies suicidal inmates and immediately initiates precautions.
 - 2. Suicidal inmates are evaluated promptly by the designated health professional, who directs the intervention and ensures follow-up as needed.
 - 3. Acutely suicidal inmates are monitored by health care or correctional staff via constant observation.
 - 4. Non-acutely suicidal inmates are monitored by health care or correctional staff at unpredictable intervals with no more than 15 minutes between checks.
 - iii. Treatment plans addressing suicidal ideation and its reoccurrence are developed.
 - iv. Patient follow-up occurs as clinically indicated.
- g. Contraception
 - i. Proposer must ensure contraception is made available as clinically indicated.
 - ii. Proposer must ensure emergency contraception is available to women at intake.
 - iii. For planned releases to the community, arrangements are made to initiate contraception for women, upon request.
 - iv. Information about contraceptive methods and community resources are available.
- h. Communication on Patients' Health Needs
 - i. Proposer must ensure communication occurs between the facility administration and treating health staff regarding inmates' significant

health needs that must be considered in classification decisions in order to preserve the health and safety of that inmate, other inmates, or staff. Specifically, health care staff should advise correctional staff of inmates' special health needs that may affect:

1. Housing
 2. Work assignments
 3. Program assignments or selection
 4. Disciplinary measures
 5. Transport to and from outside appointments
 6. Admissions to and transfers from facilities
 7. Clothing or appearance
 8. Activities of daily living
- ii. Communication of health needs shall be documented
- i. Patient Safety
 - i. Proposer must ensure the implementation of systems to reduce risk and prevent harm to patients.
 - ii. Proposer shall define patient safety systems to prevent adverse and near-miss clinical events.
 - iii. Proposer shall implement a reporting system for health staff to voluntarily report, in a nonpunitive environment, adverse and near-miss events that affect patient safety.
 - j. Staff Safety
 - i. Proposer must ensure the implementation of measures to ensure a safe environment.
 - ii. On each shift where health staff are present, inventories are maintained on items subject to abuse (needles, scissors, other sharp instruments) and discrepancies are immediately reported to correctional staff.
 - iii. As in the community, health staff identify and use contemporary equipment during the course of their duties (personal protective equipment, needle safety devices such as self-sheathing needles or needleless systems).

4. Personnel and Training (10 Points)

- a. Proposer must ensure that appropriately trained personnel are in place to deliver health care to the inmate population and that qualified health care professionals are evaluated for continuing competency. All aspects of personnel and training must be addressed by written policy and defined procedures.
- b. Proposer shall provide on-going staff training programs consistent with legal and accreditation standards, including but not limited to:
 - i. Development and implementation of training programs for review of medical protocol and issues for pregnant inmates.
 - ii. Development and maintenance of a reliable structured program of continuing education that meets or exceeds accreditation standards for health care staff annually, including employees, agents, sub-contractors, and service providers.
 - iii. Proposer shall provide the Parish with a copy of its training program if requested; and shall provide the training and accreditation certification for all of its staff, agents, personnel, and sub-contractors who work in Parish's correctional facility, if requested.
- c. Credentials

- i. Proposer must ensure the facility's qualified health care professionals are legally eligible to perform their clinical duties.
 - ii. Proposer must ensure that existing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide quality comprehensive medical health services as specified under this RFP.
 - iii. Proposer should define what systems Proposer has in place to monitor credentials and continuing education requirements by the appropriate certification and/or licensing board, as required, by the NCCHC and the State of Louisiana.
 - iv. Proposer must ensure that credentials and licensing of staff are available to be presented to the Parish at any time, if requested.
- d. Clinical Performance Enhancement
 - i. Proposer must ensure individuals delivering patient care are reviewed through a clinical performance enhancement process and should define and present examples of this process.
 - ii. Clinical performance enhancement reviews are conducted at least annually, at a minimum, on all full-time, part-time, or per diem:
 - 1. Providers
 - 2. RNs
 - 3. LPNs
 - 4. Psychologists
 - 5. Licensed clinical social workers
 - 6. Dentists
 - iii. Should it be determined that performance is not meeting current Parish, licensure, or community standards of practice, it is incumbent on the Proposer to identify such individuals to the Parish and provide a plan of corrective action designed to either upgrade individual performance or to discontinue the delivery of service by the individual until there is assurance that satisfactory performance can once again be provided.
- e. Professional Development
 - i. Proposer must ensure the facility's qualified health care professionals maintain current clinical knowledge and skills.
 - ii. The Proposer should demonstrate and define its ability to provide a system of technical and medical support, as well as professional staff development, including:
 - 1. All qualified health care professionals obtain at least 12 hours of continuing education per year.
 - 2. All qualified health care professionals who have patient contact are current in cardiopulmonary resuscitation technique.
- f. Health Training for Correctional Officers
 - i. In coordination with Warden and correctional staff, Proposer must ensure correctional officers are trained to recognize the need to refer an inmate to a qualified health care professional.
 - ii. Proposer should provide a description of correctional staff orientation programs and any in-service training that will be used to support the contracted services, including, but not limited to:
 - 1. Correctional officers who work with inmates receive health-related training at least annually, and includes, at a minimum:
 - a. Administration of first aid

- b. Cardiopulmonary resuscitation including the use of an automated external defibrillator
 - c. Acute manifestations of certain chronic illnesses
 - d. Intoxication and withdrawal
 - e. Adverse reactions to medications
 - f. Signs and symptoms of mental illness
 - g. Dental emergencies
 - h. Procedures for suicide prevention
 - i. Procedure for appropriate referral of inmates with medical, dental, and mental health complaints to health staff
 - j. Precautions and procedures with respect to infectious and communicable diseases
 - k. Maintaining patient confidentiality
- g. Medication Administration Training
 - i. Proposer must ensure personnel who administer or deliver prescription medication are appropriately trained.
 - ii. Health staff who administer or deliver prescription medication to inmates must be permitted by state law to do so.
- h. Staffing
 - i. Proposer must ensure sufficient numbers and types of health staff to care for the inmate population, define a staffing plan that identifies all personnel required to perform the services and responsibilities described in this RFP, and designate a medical director (physician).
 - ii. *Clinical*: Required personnel to provide services listed in this RFP must be provided on a staffing plan to be submitted with this RFP in an attachment. Any and all clinical personnel must not be assigned job duties that would require them to work outside of their respective legal scope of practice as defined by Louisiana and federal laws.
 - iii. *Administrative*: In addition to the above-named staff, the Proposer shall supply adequate supervisory staff to ensure oversight of the activities of the health care staff and to serve as a liaison to the Parish. The nature and qualifications of the staff designated as administrative must be delineated in the proposal.
 - iv. Describe Proposer's experience, protocols, and organizational staffing plans for coordinating medical services with hospitals for both in-patient and outpatient treatment. Include descriptions of services provided pursuant to court ordered and routine treatment.
 - v. Proposer shall provide the following:
 - 1. *Work Post*: Work Post descriptions (defining the duties, responsibilities, job descriptions, shift and location) for all assignments is to be clearly posted at each facility in an area that is open to all health and correctional staff, but not to inmates. Proposer shall review and update the Work Post every six months. Reviewed and approved copies of each Work Post, with the date, must be provided to the Parish on February 1st and July 1st of each year. Copies of any Work Post changes must be immediately provided to Parish.
 - 2. *Shift Coverage and Daily Attendance Record*: Copies of staffing schedules, which include all health care staff, are to be posted

in designated areas and submitted to the Warden on a daily basis.

3. *Credit for Inadequate Coverage:* Any Work Post left vacant in whole or in part of any shift will result in a credit to the Parish equal to the Proposer's cost of that position, had the Work Post been staffed (salary plus benefits of the individual assigned to that Work Post for the hours the post is vacant). In addition, Proposer shall be liable for penalties pursuant to the terms of the contract.
 4. *Penalty for Inadequate Staffing:* The facility must be fully staffed for the number of inmates in custody, factoring in any special circumstances at any given time, such as high rates of illness. In addition to any other relief and or cause of action, the Parish shall be entitled to a penalty if there is inadequate staffing for any Work Post(s). A Work Post is considered staffed when a qualified individual is present at the facility performing all duties of the position. In the case of an "on call" physician, the position is adequately staffed when a qualified physician is immediately reachable by phone and available to come to the facility if needed. Proposer shall pay a penalty for each Work Post that is not adequately staffed. Any time a Work Post is not adequately staffed for more than one day, the Parish may assess a penalty amount of up to \$1,000.00 per day per shift position for the inadequately staffed shift position(s). If the Parish does not assess a penalty on any occasion(s) it does not waive its right or ability to assess penalties in the future.
 5. In addition to penalties listed for inadequate coverage or inadequate staffing, the Parish reserves the right to terminate the awarded contract due to inadequate coverage or staffing.
- vi. Proposer must define and maintain minimum staffing based on Average Daily Population (ADP) levels
1. Provide adequate staffing, including physicians and licensed RNs at all times.
 2. React and promptly accommodate the consistently changing population in the jails.
 3. Provide a physician on site at the facility at all times during their shift. In addition, 24-hour coverage for physician services shall be available on-call if additional or specialized services are needed.
 4. Provide Parish specific details throughout the term of contract on physician coverage to ensure continued 24-hour coverage.
 5. Provide coverage five days a week for an on-site physician and have a 24-hour physician on-call and available by telephone within 15 minutes to answer questions and travel to the facility as necessary.
 6. Maintain designated full-time equivalents (FTEs) at all times (i.e. should a person go on vacation they must be replaced). Staffing plan shall include consideration for a relief factor for practitioners.
- i. Orientation for Health Staff

- i. Proposer must ensure health staff are properly acclimated to work in the correctional environment and understand their roles and responsibilities.
- ii. All health staff receive a basic orientation on or before the first day of on-site service.
- iii. Within 90 days of employment, all health staff complete an in-depth orientation.

5. Ancillary Health Care Services (5 points)

- a. Proposer must address the establishment and maintenance of all necessary procedures for the provision of ancillary health care services. The Proposer is responsible for the provision of all laboratory, diagnostic testing, X-rays, and other ancillary services as required and indicated by qualified health care personnel. Ancillary services may be performed off-site but preferably on-site. All aspects of ancillary health care services must be addressed by written policy and defined procedures.
- b. Pharmaceutical Operations
 - i. Proposer must ensure pharmaceutical operations meet the needs of the facility and conform to legal requirements. Describe Proposer's experience, protocols, and organizational staffing plans for providing pharmacy services. Describe the number of on-site pharmacists, policies, and procedures and the methods Proposer will use for dispensing and administering pharmaceuticals.
 - ii. The Proposer is responsible for the procurement, prescription, and administration of medications in accordance with ordered or recommended dosage schedules; documentation of such provisions; and ensuring that all dispensed medications are properly stored and all related duties are performed by properly licensed personnel. The Proposer shall manage the dispensed and stock supply medications in compliance with all applicable state and federal regulations regarding prescribing, dispensing, distributing, administering, and procuring pharmaceuticals.
 - iii. Please provide examples of existing detention and/or correction facilities where on-site pharmacy services are in place.
 - iv. Provide descriptive procedures and examples for the control, tracking, and dispensing of pharmaceuticals in a detention and/or corrections facility.
- c. Medication Services
 - i. Proposer must ensure medications are provided in a timely, safe, and sufficient manner. Prescription medications are given only by order of a physician, dentist, or other legally authorized individual. Policy identifies the expected time frames from ordering to administration or delivery to the patient and a backup plan if the time frames cannot be met.
- d. Clinic Space, Equipment, and Supplies
 - i. Proposer must ensure sufficient and suitable supplies and equipment are available for the facility's medical, dental, and mental health services.
 - ii. All equipment and furnishings provided by the Proposer will be in good working order and will be repaired and maintained by the Proposer.

- iii. The Proposer and the preceding Proposer will each inventory all consumable medical supplies on inventory at the facility at or about the time of commencement of the Contract awarded pursuant to the RFP.
 - iv. Parish will make available to the Proposer all Parish owned medical equipment and all furnishings in medical areas, which are in place at the time of commencement of the Contract, and Parish shall retain ownership of all such equipment and furnishings. The Proposer will be responsible for the maintenance and repair of the Parish owned equipment and will be responsible for acquiring and maintaining all certification on all medical equipment. The Proposer shall provide to the Parish the certifications on all medical equipment at the facility. This equipment, upon termination of the contract, shall be returned to the Parish in good working order and repair.
 - v. The Proposer may not replace any medical or administrative equipment or furnishings that would result in a cost to the Parish without submitting a justification to, and obtaining the approval of, the Parish for the replacement.
 - 1. Replacement of any Parish equipment must be at least equal in quality to the equipment being replaced. The Parish will not be responsible for additional equipment that the Proposer feels is necessary to provide the services under the RFP. The Proposer will agree that any equipment purchased by the Proposer under future Contract will become the property of Parish after three (3) years of continuous provision of services by the Proposer from the date of equipment installation. For equipment with less than three (3) years of continuous provision of services, the Proposer agrees to allow the option for the Parish to purchase the equipment from the Proposer at its depreciated cost upon termination of the Contract. The Proposer must provide annually to Parish an inventory of all medical and administrative equipment owned by the Proposer and located at the facility.
- e. On-Site Diagnostic Services
 - i. Proposer must define and ensure the provision of necessary on-site diagnostic services for patient care.
 - ii. Proposer must maintain documentation that on-site diagnostic services (laboratory, radiology) are certified or licensed to provide that service.
- f. Medical Diets
 - i. Proposer must coordinate with food vendor and recommend medical diets that enhance patients' health, when clinically indicated.
- g. Patient Escort
 - i. Proposer must ensure patients can meet scheduled health care appointments.
 - ii. Proposer must ensure patients are transported safely and in a timely manner for medical, dental, and mental health clinic appointments both inside and outside the facility.
- h. Emergency Services and Response Plan
 - i. Proposer must ensure planning for emergency health care and that all medical staff are prepared to effectively respond during emergencies. Describe Proposer's qualifications and procedures for providing emergency services provided on-site, off-site, and during a natural disaster. This must include medical, mental, and dental emergencies.

- ii. Proposer must ensure emergency services are available on-site twenty-four (24) hours per day, seven (7) days per week. The Proposer is expected to make arrangements with appropriate community resources for required emergency services beyond on-site capabilities. In addition, the facility must have access to 24/7 on call availability of the physician, psychiatrist, psychologist, dentist, and medical director. The on-call coverage shall be made available by the Proposer responsible for on-site services.
 - iii. When emergent or urgent health problems are brought to the attention of facility personnel, health care personnel must be prepared to address them immediately. This response may consist of permitting the patient to report or be escorted to the health services area for evaluation, or sending health services personnel to the patient's location. The Proposer must plan in advance the management of emergency services, and must maintain an "open" system capable of responding to emergency circumstances as they occur.
 - 1. Urgent and emergent problems include those which may result in death, loss of bodily function or a limb, deterioration of function, or severe pain if not attended to immediately as well as general medical, mental health, and dental issues. The Proposer must utilize ambulance transportation when simple automobile transportation is not in the best clinical interest of the patient. The Proposer is responsible for associated costs of all emergency or required medical transports.
 - iv. Visitors, staff, volunteers, and other non-offender persons on-site at the facility must also be provided with emergency stabilization services and referral as appropriate by the Proposer. This includes evaluation of possible exposure incidents and initial management when they occur. The Proposer must incorporate in the implementation plan how emergency services, both on-site and off-site, will be delivered at the facility.
 - v. Also, describe Proposer's qualifications and procedures for providing comprehensive medical services during a natural disaster.
 - 1. Provide current or proposed contingency plans to provide medical services to inmates following a natural disaster or declared state of emergency.
 - i. Hospital and Specialty Care
 - i. Proposer must coordinate with the Louisiana Department of Public Safety & Corrections to ensure hospitalization and specialty care are available to patients who need these services.
6. Patient Care and Treatment (15 Points)
- a. Proposer must ensure the delivery of health care from arrival through discharge for health care issues. All care is timely and appropriate, and continues until resolution of the problem or until discharge. Describe the types of medical services Proposer has provided in a correctional setting. All aspects of patient care and treatment must be addressed by written policy and defined procedures.
 - b. Information on Health Services
 - i. Proposer must define and ensure that upon arrival at the facility, inmates are informed of the availability of health care services and how to access them.

c. Receiving Screening

- i. Proposer must define a receiving screening procedure and ensure screening is performed on all inmates upon arrival at the intake facility to ensure that emergent and urgent health needs are met. Describe how Proposer will provide health screening, including appropriate lab work, for intake.
 - a. Documentation may be current or proposed policies and procedures.
- ii. Receiving and transfer screenings shall be performed on all inmates within one (1) hour of their arrival at the facility. These screenings include examination of an inmate's physical, mental, and dental health. Transfer screenings are also required if the inmate transfers from one facility to another.
- iii. The screenings shall comply with applicable standards required by the NCCHC. Qualified licensed health professionals, i.e., registered nurses, nurse practitioners, or physician's assistants must perform the exam.
- iv. The preliminary health screening shall include a review of the inmate's health, including:
 1. Inquiry into:
 - a. Current illness
 - b. Communicable diseases
 - c. Alcohol and chemical abuse history
 - d. Medications currently being taken and special health care requirements
 - e. Dental health status
 - f. Chronic health problems
 - g. Immunizations
 - h. Dietary requirements
 - i. Suicide risk
 2. Observation of:
 - a. State of consciousness
 - b. Mental status (including suicidal ideation)
 - c. Appearance
 - d. Odd conduct, tremors, or sweating
 - e. Condition of skin and body orifices, including signs of trauma, bruises, lesions, jaundice, rashes, infections, and needle marks or other indications of drug use.
 3. Explanation of procedures for access to health and dental services.
 4. Administration of TB test.
 5. Classification of inmate's health status (immediate treatment needed, referral, etc.)
- v. The findings of the preliminary screening and evaluation shall be documented in the inmate's medical records.
- vi. Health care professionals shall refer inmates exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the qualified mental health professional staff member for further evaluation.

- vii. Health care professionals shall refer inmates presenting with significant clinical findings during the health screening process to the health care practitioner as necessary.
 - viii. A review of the receiving and transfer process shall be required each month from Proposer through reporting requirements as specified in this RFP. The Parish shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.
- d. Transfer screening
 - i. Proposer must ensure inmates who are transferred into the facility participate in the receiving screening process.
- e. Initial Health Assessment
 - i. Proposer must ensure all receiving screenings are reviewed within fourteen (14) days after admission by a physician and inmates receive a health assessment by a physician within fourteen (14) days from the initial receiving screening. Additionally, inmates identified with clinically significant findings as a result of a comprehensive receiving screening receive an initial health assessment as soon as possible by a physician, but no later than two (2) working days after admission.
 - ii. The Health Assessment must include:
 - 1. Collection of data to complete medical, dental, immunization, and appropriate psychiatric histories;
 - 2. Record of height, weight, pulse, blood pressure (BP), and temperature;
 - 3. Vision and hearing screening;
 - 4. Complete medical examination with evaluation of basic mental health status and dental health status, referrals if needed, and/or treatment when indicated; and
 - 5. History of alcohol and/or substance abuse.
 - iii. The Proposer's physician shall test for communicable diseases including, but not limited to, syphilis, gonorrhea, chlamydia, HIV, and TB through appropriate Clinical Laboratory Improvement Amendments (CLIA) waived testing devices and nationally certified laboratory/diagnostic centers.
 - iv. The Proposer's physician shall initiate and prescribe treatment, therapy, and/or referrals when appropriate.
 - v. The Proposer's physician shall perform other tests and examinations as required and indicated, including physicals for work incentive inmates.
 - vi. Information obtained during the health appraisal shall be recorded. This information will be reviewed by the Proposer's physician for problem identification and entered in the patient's permanent health record.
 - vii. A review of the initial health appraisal process shall be required each month from Proposer through reporting requirements as specified in this RFP. The Parish shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings.
- f. Mental Health Screening and Assessment
 - i. Proposer must ensure initial mental health screening is performed by qualified mental health or health care professionals as part of the initial receiving screening to ensure that urgent mental health needs are met

within 48 hours of flagging. Further, all inmates held in custody for at least fourteen (14) days receive a mental health assessment by qualified mental health professionals within fourteen (14) calendar days following intake.

- ii. An ability to provide crisis evaluation and intervention services must be established, utilizing on-site staff.
- iii. As the inmate population may change, the Proposer should not assume that the current levels will be adequate to provide the care necessary in the future. The Proposer should review current staffing patterns, populations, and programs, and provide its best estimate for a starting staffing plan. Any changes in service delivery patterns that the Proposer contemplates should be described and highlighted, and the underlying reasoning defined.
- iv. The Proposer should understand that adjustments in staffing may be necessary if the required work cannot be accomplished with the baseline staffing levels. The Proposer should also be aware that lowered service levels associated with persistent vacancies in baseline staffing will be considered grounds for requiring that baseline staffing levels be increased.
- v. After reviewing the existing mental health care delivery process, including current collaboration with community service providers, Proposer should identify the services that the Proposer proposes for the facility, including the planned staffing pattern. If changes are contemplated, the Proposer should highlight such changes and describe the reasoning behind them.
- vi. Release of Inmates with a Serious Mental Illness:
 - 1. Inmates diagnosed with a serious mental illness must be identified during the pre-release planning. Proposer will ensure that the mental health professionals (MHP) work collaboratively with community service partners and providers in formulating a discharge plan, including appropriate mental health referrals for continued treatment by qualified mental health professionals. Discharge planning shall also include providing inmates currently taking psychotropic medication, with a month's supply, which should be provided at the time of release in conjunction with referred follow-up care.

g. Oral Care

- i. Proposer must ensure inmates' dental needs are addressed.
- ii. Oral Care under the direction and supervision of a licensed dentist is provided to each inmate.
- iii. Care is timely and includes immediate access for urgent conditions.
- iv. Oral screening is performed as soon as possible but no later than 14 calendar days from admission.
- v. Instruction in oral hygiene and preventative oral education are given within 14 days of admission.
- vi. An initial oral examination is performed by a dentist within 12 months of admission.
- vii. Proposer must define an oral treatment plan.

h. Nonemergency Health Care Requests and Services

- i. Proposer must ensure inmates' nonemergent health care needs are met.

- ii. All inmates are given the opportunity to submit oral or written health care requests at least daily.
 - iii. Health care requests are reviewed and prioritized daily by qualified health care professionals.
 - iv. Patients are evaluated in a clinical setting as indicated.
- i. Nursing Assessment Protocols and Procedures
 - i. Proposer must ensure nursing assessment protocols and procedures are appropriate to the level of competency and preparation of the nursing personnel and comply with Louisiana practice acts.
 - ii. Nursing protocols and procedures are reviewed annually by the medical director.
- j. Continuity, Coordination, and Quality of Care During Incarceration
 - i. Proposer must ensure patient medical, dental, and mental health care is coordinated and monitored from admission to discharge as indicated by NCCHC.
 - ii. *Public Health Notification*: Proposer is responsible for notifying the appropriate public health agencies of reportable illnesses and communicable diseases and will make such reports prior to inmate release where possible.
 - iii. *Transfer of Health Records*: Health records of an inmate who is being transferred, whether for medical or other reasons, shall be evaluated by medical staff and a transfer summary completed.
 - iv. *Tuberculosis*: Procedures for transfer of inmates with suspected or known active tuberculosis shall be established by Proposer in compliance with statutory and regulatory requirements.
- k. Discharge Planning
 - i. Proposer must ensure discharge planning is provided for inmates with serious health needs whose release is imminent.
 - ii. For planned discharges, health staff arrange for a reasonable supply of current medications.
 - iii. For patients with serious medical, dental, or mental health needs, arrangements or referrals are made for follow-up services with community prescribers and partners, including exchange of clinically relevant information.
 - iv. All aspects of discharge planning are documented in the health record.
 - v. For post-discharge arrangements and referrals, in which the discharged inmate requests immediate access, Proposer shall coordinate with community service providers for transportation from the facility to the arranged or referred provider.

7. Special Needs and Services (10 Points)

- a. Proposer must ensure standards address patients with special health care needs and establish compliance requirements specific to each health care issue. All aspects of special needs and services must be addressed by written policy and defined procedures.
- b. Patients with Chronic Disease and Other Special Needs
 - i. Proposer must ensure patients with chronic disease, other significant health conditions, and disabilities receive ongoing multidisciplinary care aligned with evidence-based standards.
 - ii. When chronic diseases are identified during initial screening or during incarceration, services necessary to manage the identified illness must

be provided and documented. The Proposer shall identify a chronic disease management plan, from identification of the condition to treatment planning and ongoing care, based upon practitioner decision making and practitioner responsibility. For each major category of chronic disease, the Proposer shall identify a management plan including baseline information/assessment and periodic reviews. For each identified patient, the health record must reflect the identified chronic disease in an up-to-date problem list, and an appropriate individualized treatment plan must be prepared under the practitioner's (usually the physician's) control. Nursing care plans may also be appropriate and should be present when necessary.

- iii. Interventions on behalf of those with chronic diseases must meet generally recognized standards of care inside and outside of the corrections community. When the Proposer selects from conflicting standards, the Proposer must select the higher standard, and one not less than the standards of the NCCHC. When outside specialty review is appropriate, it shall be provided in a timely manner consistent with the standards described above.
- iv. When an inmate with a chronic disease is released, the condition must be identified during the pre-release stage to identify community resources to meet the inmate's health needs
- c. Medical Housing Unit Care
 - i. Proposer must ensure medical housing care, when provided, is appropriate to meet the health care needs of patients as established by the NCCHC.
- d. Mental Health Services
 - i. Proposer must ensure mental health services are available for all inmates who require them. Describe Proposer's experience, protocols, and organizational staffing plans for mental health services. Advise if Proposer provided the services (1) directly (2) if was done in coordination with a prior client agency's jurisdiction, or (3) an outside vendor. If Proposer has experience in all three (3) types, please indicate so:
 - a. Please provide examples of how Proposer is currently or has in the past provided coordination of mental health services in correctional facilities.
 - b. Documentation may be policies, procedures, and/or copies of agreements.
 - ii. Patient's mental health needs are addressed on-site or by referral to appropriate alternative facilities.
 - iii. Outpatient services include, at a minimum:
 - 1. Identification and referral of inmates with mental health needs
 - 2. Crisis intervention services
 - 3. Psychotropic medication management, when indicated
 - 4. Individual counseling
 - 5. Group counseling and/or psychosocial/psychoeducational programs
 - 6. Treatment documentation and follow-up
 - iv. When commitment or transfer to an inpatient psychiatric setting is clinically indicated:
 - 1. Required procedures are followed

2. The transfer occurs in a timely manner
3. The patient is safely housed and adequately monitored until the transfer occurs
- v. Outpatients receiving mental health services are seen as clinically indicated and as prescribed in their individual treatment plans.
- vi. Mental health, medical, and substance abuse services are sufficiently coordinated such that patient management is appropriately integrated, medical and mental health needs are met, and the impact of these conditions on each other is adequately addressed.
- e. Medically Supervised Withdrawal and Treatment
 - i. Proposer must ensure inmates who are intoxicated or undergoing withdrawal are appropriately managed and treated and should define Proposer's plan for detoxification efforts.
 - ii. Proposer must ensure protocols exist for managing inmates under the influence of or undergoing withdrawal from alcohol, sedatives, opioids, and/or other substances.
 - iii. Protocols for intoxication and withdrawal are approved by the responsible physician annually and are consistent with nationally accepted treatment guidelines.
 - iv. Individuals showing signs of intoxication or withdrawal are monitored by qualified health care professionals using approved protocols as clinically indicated until symptoms have resolved.
 - v. Individuals being monitored are housed in a safe location that allows for effective monitoring.
 - vi. If the findings from patient monitoring meet the national guidelines to begin prescription medications, medically supervised withdrawal is implemented.
 - vii. Medically supervised withdrawal is done under provider supervision.
 - viii. Inmates experiencing severe or progressive intoxication (overdose) or severe alcohol/sedative withdrawal are transferred immediately to a licensed acute care facility.
 - ix. For inmates entering the facility on medication-assisted treatment (MAT), a plan for medically supervised withdrawal is initiated.
 - x. Disorders associated with alcohol and other drugs (HIV, liver disease) are recognized and treated.
- f. Counseling and Care of the Pregnant Inmate
 - i. Proposer must ensure pregnant inmates are given comprehensive counseling and care in accordance with national standards and their expressed desires regarding their pregnancy. Specify how Proposer will address the needs of prenatal, pregnant, and postpartum female inmates.
 - ii. Counseling and assistance are provided and documented in accordance with the pregnant inmate's expressed desires regarding her pregnancy, whether she elects to keep the child, use adoptive services, or have an abortion.
 - iii. Prenatal care includes:
 1. Medical examinations by a provider qualified to provide prenatal care.
 2. Prenatal laboratory and diagnostic tests in accordance with national guidelines.

- 3. Orders and treatment plans documenting clinically indicated levels of activity, nutrition, medications, housing, and safety precautions.
 - 4. Counseling and administering recommended vaccines in accordance with national guidelines.
 - iv. Pregnant patients with active opioid use disorder receive evaluation upon intake.
 - v. Emergency delivery kits are available in the facility.
 - vi. Postpartum care is provided and documented.
 - vii. Proposer shall provide optional screening and testing for pregnancy at the time of booking the inmate into the facility.
 - viii. Proposer must provide referrals and coordination with community-based methadone treatment programs experienced in the special needs of pregnant/postpartum clients, including at discharge.
 - ix. Proposer must provide prenatal education and counseling.
- g. Response to Sexual Abuse
 - i. The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003, by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero-tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Parish facilities a top priority.
 - ii. Proposer must ensure victims of sexual abuse receive appropriate intervention.
 - iii. In addition to the standards prescribed by the NCCHC regarding response to sexual abuse, the Parish requires a Proposer that will comply with PREA standards in the delivery of medical and mental health treatment for sexual assault victims at the facility. The Proposer will ensure access to Forensic Medical Examinations by a Sexual Assault Nurse Examiner (SANE) or Sexual Assault Forensic Examiner (SAFE) to perform the exams on-site or in the community.
 - iv. Provider should provide pre-exposure prophylaxis (PREP).
- h. Care for the Terminally ill
 - i. Proposer must address the needs of terminally ill inmates, including protecting their rights regarding end-of-life decisions.

8. Medical-Legal Issues (5 Points)

- a. Proposer must ensure health services comply with legal requirements. All aspects of medical-legal issues must be addressed by written policy and defined procedures.
- b. Restraint and Seclusion
 - i. Proposer must ensure that when restraints are used for clinical or custody reasons, the inmate is not harmed by the intervention.
- c. Segregated Inmates
 - i. Proposer must ensure any practice of segregation should not adversely affect an inmate's health through review of inmates' health records and monitoring of segregated inmates.
 - ii. Health staff should promptly identify and inform correctional staff of inmates who are physically or psychologically deteriorating and those exhibiting other signs or symptoms of failing health.
- d. Emergency Psychotropic Medication

- i. Proposer must ensure health staff follow policies developed for the emergency use of forced psychotropic medications as governed by the laws applicable in Louisiana.
 - ii. Policy should address emergency forced psychotropic medication, its documentation in the patient's records, and appropriate timetables of follow-up care.
- e. Therapeutic Relationship, Forensic Information, and Disciplinary Actions
 - i. Proposer must ensure health staff protect the integrity of the therapeutic partnership with their patients.
 - ii. Health staff and health services are never utilized as a form of punishment or disciplinary action.
- f. Informed Consent and Right to Refuse
 - i. Proposer must ensure inmates have the right to make informed decisions regarding health care, including the right to refuse care.
 - ii. All health services are governed by informed consent practices.
- g. Medical and Other Research
 - i. Proposer must ensure biomedical, behavioral, or other research using inmates as subjects is consistent with established ethical, medical, legal, and regulatory standards for human research.

PART III: EVALUATION

The following criteria cited herein will be evaluated when reviewing the proposal. The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish.

The Parish will assess proposals *generally according to the established standards of the NCCHC* as set forth in the requirements of this RFP, and all federal, state, and local laws relating to health care services provided in correctional institutions, including the Louisiana Department of Public Safety and Corrections' Basic Jail Guidelines.

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
Company Background and Experience	10
Governance and Administration	10
Health Promotion, Safety, and Disease Prevention	5
Personnel and Training	10
Ancillary Health Care Services	5
Patient Care and Treatment	15
Special Needs and Services	10
Medical-Legal Issues	5

Cost	30
Total	100

The number of points awarded to each Proposer for **Overall Cost and Fees** will be determined by applying the cost scoring formula.

$$\text{Cost Score} = \left(\frac{\text{Lowest Proposed Price}}{\text{Proposer's Price}} \right) * \text{Max Points}$$

The Proposer with the lowest price will receive the full maximum points available for cost. All other Proposers will receive a proportionate share of the points, based on how much higher their proposed price is compared to the lowest price.

Pricing will be evaluated by all costs, inclusive of the maximum fee for all services and by all other costs, if any, proposed by the Proposer.

The scores will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Omitted as not applicable to this RFP.

4.2 Performance Measurement/Evaluation

Omitted as not applicable to this RFP.

PART V: GENERAL PROVISIONS

5.1 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals shall be prepared providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

5.2 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (LSA-R.S. 44.1, *et. seq.*) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of St. Tammany shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of St. Tammany’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Parish and hold the Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the Parish may disclose the information.

The Parish reserves the right to make any proposal, including proprietary information contained therein, available to Parish personnel, the Parish Council, or other Parish and state agencies or organizations for the sole purpose of assisting the Parish in its evaluation of the proposal. The Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this

copy within 48 hours of notification from the Procurement Department. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed.

5.3 Proposal Clarifications Prior to Submittal

5.3.1 Pre-proposal Conference

Omitted as not applicable to this RFP

5.3.2 Proposer Inquiry Periods

The Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and Parish operations. The Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during a Pre-proposal Conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the Parish. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by e-mail or hand-delivery to:

St. Tammany Parish Government Procurement Department
Attn: Director of Procurement
21454 Koop Drive, Suite 2F
Mandeville, Louisiana 70471

E-Mail: procurement@stpgov.org

An addendum will be issued and posted on LaPAC (Louisiana Procurement and Contract Network) <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185> to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any Parish employee or Parish consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Parish is not responsible for a Proposer's failure to download any addenda documents required to complete an RFP.

5.3.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative is prohibited from communicating with any Parish employee or Provider of the Parish involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Parish employees, but also to any Provider of the Parish. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 5.3.2 of this RFP. All communications to and from potential Proposers, Bidders, vendors and/or its representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the Contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Provider, the Parish and the incumbent Provider may contact each other with respect to the existing contract only. Under no circumstances may the Parish and the incumbent Provider and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or Parish Provider who violates the Blackout Period may be liable to the Parish in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. Duly noticed site visits and/or conferences for Bidders or Proposers;
2. Oral presentations during the evaluation process; or
3. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

5.4 Errors and Omissions in Proposal

The Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: the Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the Parish or the Proposer. The Parish, at its option, has the right to request clarification or additional information from the Proposer.

5.5 Performance Bond

Omitted as not applicable to this RFP.

5.6 Changes, Addenda, Withdrawals

The Parish reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The Parish also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

5.7 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Procurement Department.

5.8 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the Parish pursuant to the RFP.

5.9 Waiver of Administrative Informalities

The Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

5.10 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the Parish to do so.

5.11 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the Parish. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the Parish and not returned to Proposers. Any copyrighted materials in the response are not transferred to the Parish.

5.12 Cost of Offer Preparation

The Parish is not liable for any costs incurred by prospective Proposers or Providers prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Parish.

5.13 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

5.14 Taxes

Any taxes, other than state and local sales and use taxes from which the Parish is exempt, shall be assumed to be included within the Proposer's cost.

5.15 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

5.16 Prime Provider Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

5.17 Use of SubProviders

Each Provider shall serve as the single prime Provider for all work performed pursuant to its contract. That prime Provider shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subProvider arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Provider acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Provider to use subProviders, the Parish urges the prime Provider to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subProvider used by the prime should be identified to the Parish.

Information required of the prime Provider under the terms of this RFP, is also required for each subProvider and the subProviders must agree to be bound by the terms of the contract. The prime Provider shall assume total responsibility for compliance.

5.18 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Any such written or oral discussion shall be initiated by the Parish.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Any such written or oral discussions/presentations shall be initiated by the Parish. Proposals may be accepted without such discussions.

5.19 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal

5.20 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination. Any such written or oral discussions shall be initiated by the Evaluation Committee.

Results of the evaluations will be provided by the Evaluation Committee to the Procurement Director. Written recommendation for award shall be made for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the Parish, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the Parish.

5.21 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Procurement Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

5.22 Contract Award and Execution

The Parish reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Provider will become part of any contract initiated by the Parish.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment "B" of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **ten (10) calendar** days of delivery of it, the Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the Parish, price and other factors considered.

The Parish intends to award to a single Proposer.

In accordance with Louisiana Law, all corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.

5.23 Acknowledgment and Waiver of Protest Rights

Proposer shall execute an Acknowledgment and Waiver (the “Waiver”) (Attachment “C”) and shall produce same to the Parish along with its proposal. Such Waiver shall state that Proposer has read this RFP and the Waiver, and understands that the Parish’s obligations under this RFP are not dictated by Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands that it is provided no opportunity for protest and waives all such rights.

5.24 Notice of Intent to Award

Upon review and approval of the evaluation committee’s and agency’s recommendation for award, the Procurement Department will issue a “Notice of Intent to Award” letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the “Schedule of Events.” If this date is not met, through no fault of the Parish, the Parish may elect to cancel the “Notice of Intent to Award” letter and make the award to the next most advantageous Proposer.

The Procurement Department will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the “Notice of Intent to Award” letter has been issued.

5.25 Insurance Requirements

The Provider shall comply with all insurance requirements of the Parish as contained in Attachment “D”. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to the commencing of any work. Provider shall furnish the Parish with certificates of insurance effecting coverage(s) required by the RFP (see Attachment “D”). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

5.26 SubProvider Insurance

The Provider shall include all subProviders as insured’s under its policies or shall insure that all subProviders satisfy the same insurance requirements stated herein for the Provider.

5.27 Indemnification and Limitation of Liability

5.27.1 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Provider shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Provider, but this assistance shall not affect the Provider's obligations, duties, and responsibilities under this section. Provider shall obtain the Parish's written consent before entering into any settlement or dismissal.

5.27.2 Provider Liability

Provider shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Provider, its owners, agents, employees, partners or subProviders.

5.27.3 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

5.27.4 Indemnification

Provider shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Provider, its owners, agents, employees, partners or subProviders. The Provider shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

5.27.5 Intellectual Property Indemnification

Provider shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Provider, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Provider believes that it may be enjoined, Provider, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Provider remains in default.

The Provider shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Provider; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

5.28 Fidelity Bond Requirements

Omitted as not applicable to this RFP.

5.29 Payment

5.29.1 Payment for Services

The Parish shall pay Provider in accordance with the Pricing Schedule set forth in Attachment "A". The Provider may invoice the Parish monthly at the billing address designated by the Parish. Payments will be made by the Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Parish. Invoices shall include the purchase order number. Invoices submitted without this information will not be approved for payment until the required information is provided/reflected on the invoice.

5.30 Termination

5.30.1 Termination of the Contract for Cause

The Parish may terminate the contract for cause based upon the failure of the Provider to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the Parish shall give the Provider written notice specifying the Provider's failure. If within thirty (30) days after receipt of such notice, the Provider shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such

correction, then the Parish may, at its option, place the Provider in default and the contract shall terminate on the date specified in such notice.

The Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of the contract, provided that the Provider shall give the Parish written notice specifying the Parish's failure and a reasonable opportunity for the Parish to cure the defect.

5.30.2 Termination of the Contract for Convenience

The Parish may terminate the contract at any time by giving thirty (30) days written notice to the Provider of such termination or negotiating with the Provider an effective date.

The Provider shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

5.30.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish Council. If the Parish Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5.30.4 Default of Provider

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the Provider to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the Provider with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting Provider will be considered.

5.31 Assignment

The Provider shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the Provider from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

5.32 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal.

The Parish does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

5.33 Audit of Records

The Parish Auditor, state auditors, federal auditors or others so designated by the Parish, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after Project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

5.34 Civil Rights Compliance

The Provider agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Provider agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Provider agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

5.35 Record Retention

The Provider shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

5.36 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of the Parish and shall, upon request, be returned by Provider to the Parish, at Provider's expense, at termination or expiration of the contract.

5.37 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Provider's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Provider's Proposal.

5.38 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Parish.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Provider change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

5.39 Substitution of Personnel

The Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Provider or subProvider cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Provider that every reasonable attempt shall be made to assign the personnel listed in the Provider's proposal.

5.40 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this RFP. Jurisdiction and venue for any suit filed in connection with this RFP process and contract shall be exclusive to the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana.

5.41 Anti-Kickback Clause

The Provider hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Provider or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.42 Clean Air Act

The Provider hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

5.43 Energy Policy and Conservation Act

The Provider hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

5.44 Clean Water Act

The Provider hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

5.45 Anti-Lobbying and Debarment Act

The Provider will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

Attachment A

**Proposal Pricing Sheet
Jail Health Care Services
RFP 25-13-3**

Provider agrees to abide by all St. Tammany Parish Government (Parish) General Conditions (furnished upon request), and acknowledges receipt of and has reviewed a copy of the Parish's Insurance Requirements (as attached) and agrees to maintain such insurance coverage(s) throughout the duration of the project, as well as for any subsequent warranty periods. If awarded the project, Provider agrees that no work is to commence under any circumstance until the Provider is provided a notice to proceed by the Parish.

Provider must acknowledge all addenda. Enter the number the Parish has assigned to each of the addenda that the Provider is acknowledging.

The Provider acknowledges receipt of the following: **ADDENDA:** _____

Provider: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Provider Signature: _____ Date: _____

Provider Printed Name: _____

Attachment A

The financial proposal shall include any and all costs the Vendor wishes to have considered in the contractual arrangement with St. Tammany Parish Government (Parish). If quoted as a lump sum, individual rates and itemized costs included in the lump sum are to be detailed with the proposal submitted. List all pricing details here or in a format similar in nature to this schedule. Include all possible elements of cost, including, but not limited to:

- Labor & Staffing
- Services & Procedures
- Medication
- All other elements of cost

<u>Title or Service</u>	<u>Description & Annual Estimated Quantity</u>	<u>Rate (unit or hourly)</u>
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<u>Maximum Proposal (Not to Exceed) Price</u>		\$

Total quote amount (Written): _____

Attachment "B"

CONTRACT FOR ESSENTIAL SERVICES

Contract No.: «txtMunisContractNum»

Be it known, that on this _____ day of _____, 202__, the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and «txtREQCompanyName», an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") do hereby enter into this Contract for non-professional services under the following terms and conditions.

1. SCOPE OF SERVICES

Provider hereby agrees to furnish the following services (hereinto referred to as the "Contract"):

«txtScopeSummary»

2. OPTION TO RENEW

The Parish has the right to renew the term of this Contract for two (2) additional one (1) year periods, based upon the same conditions of the initial term. Parish shall notify Provider in writing of its exercise of its option for an additional term not less than thirty (30) days prior to the end of the then current term.

3. NOTICE TO PROCEED

The Parish, through the Director, shall issue the Provider a Notice to Proceed in writing. This notice shall include the Work Order Number, Purchase Order Number, and instructions to undertake the services stated herein. The Provider shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each task shall be completed promptly following the Provider's receipt of the Notice to Proceed.

If the Parish desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Parish and the Provider shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The Provider will be given time extensions for delays beyond its control, or for those delays caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed or due Provider for such delays.

4. INSURANCE REQUIREMENTS

The Provider shall secure and maintain at its expense such insurance as may be required by the attached "Insurance Requirements". It is specifically understood that this Contract shall not be effective until such time as all insurance requirements are met by the Provider and approved by the Parish.

5. LIABILITY AND INDEMINIFICATION

A. Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

B. Contractor Liability

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every

name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

C. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

D. Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

E. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

6. TAXES

Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes,

interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.

7. PARISHSHIP

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein, shall become the property of the Parish, and shall, upon request, be returned by Provider to Parish, at Provider's expense, at termination or expiration of this Contract.

8. PAYMENT OF INVOICES

- A. Invoices for services shall be submitted by Provider to Parish for review and approval
- B. All invoices must indicate the Parish Purchase Order Number and Work Order Number and shall be submitted to the address below:

St. Tammany Parish Government
ATTN: Accounts Payable
P.O. Box 628
Covington, LA 70434

- C. All billings by Provider for services rendered shall be submitted in writing. Invoices shall not be submitted more frequently than monthly.
- D. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice

until a successful and satisfactory resolution can be had between the Parties. Parish agrees to not unreasonably withhold payments of any invoice.

- E. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employee salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

9. JURISDICTION

This Contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Provider hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany shall apply.

10. NON-ASSIGNABILITY

Provider shall not assign nor transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the Parish. Failure to obtain the prior written consent of the Parish may be grounds for termination of this Contract. Claims for money due or to become due to the Provider from the Parish under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

11. BUDGET LIMITATIONS

The continuation of this Contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Contract. If the Parish fails to appropriate sufficient monies

to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the Budget Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

12. SEVERABILITY

If any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.

13. TERMINATION, CANCELLATION, AND SUSPENSION

A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;

- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

B. Cancellation

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

C. Suspension

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days' notice. The Parish will also supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

D. Default of Contractor

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

E. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

F. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

14. AUDITORS

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three (3) years after the date of final payment under this Contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this Contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

15. DISCRIMINATION CLAUSE

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any

act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to 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. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

16. INDEPENDENT CONTRACTOR

While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent Contractor (as defined in LSA-R.S. 23:1021(7)), and not as an employee of the Parish. Nothing herein shall create a partnership between the Provider and the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this Contract. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related

contracts, unless done so in writing by the Parish. Provider acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

17. RECORDATION OF CONTRACT

Provider authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law.

18. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Provider is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Provider supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

This Contract is executed in **One (1)** original. IN TESTIMONY WHEREOF, they have executed this agreement, the date(s) written below.

WITNESSES:

Signature

Print Name

Signature

Print Name

PROVIDER:

Signature

Print Name

Title

Date

Sample

ATTACHMENT "C"

ACKNOWLEDGMENT AND WAIVER

_____ ("Proposer") hereby acknowledges that it has received Request for Proposal No. _____ ("RFP"), issued by the St. Tammany Parish Government, and has been advised that same is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands and acknowledges that it has not been granted and otherwise possesses no right to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Provider in connection therewith.

To the extent that the Proposer may otherwise have any such rights, Proposer herein waives all such rights to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Provider in connection therewith and agrees it will not file claims of any type or manner, in a court of law or otherwise, in any way related to same.

SIGNED, this _____ day of _____, 202__.

WITNESSES:

Proposer

Printed Name: _____

By: _____
(Signature of Authorized Representative)

Printed Name: _____

Printed Name: _____

Title: _____

STATE OF _____

PARISH/COUNTY OF _____

SWORN TO and subscribed before me, Notary, on this _____ day of _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____



INSURANCE REQUIREMENTS*

Essential Services Project: Jail Health Care Services_____

Project/Quote/Bid#: 25-13-3

*****IMPORTANT – PLEASE READ*****

Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.

These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, correctional healthcare liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
 3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
 4. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

The insurance coverages checked (✓) below are those required for this Contract.



1. **Commercial General Liability*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
- a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal/Advertising Injury;
 - e) **Sexual Abuse/Molestation**
 - f) Broad form property damage (for Projects involving work on Parish property);
 - g) Explosion, Collapse and Damage to underground property.
 - h) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.



2. **Business Automobile Liability*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
- a) Any auto;
- or**
- b) Owned autos; **and**
 - c) Hired autos; **and**
 - d) Non-owned autos.
- Endorsement for Pollution coverage for all vehicles used to transport fuel.



3. **Workers' Compensation/Employers Liability insurance*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.



4. **Pollution Liability and Environmental Liability*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; **AND**
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
 - a) continued renewal certificates **OR**
 - b) a 24 month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.



5. **Correctional Healthcare Liability or the equivalent Professional Liability for medical services*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required that protects correctional facilities and their healthcare providers from claims arising from medical care given to incarcerated individuals. Protects against claims of negligence or malpractice in providing medical care to inmates. This insurance should include but not be limited to services provided in a correctional setting, such as allegations of "deliberate indifference," civil rights violations, and HIPAA breaches, and may also include coverage for legal defense costs.



6. **Marine Liability/Protection and Indemnity*** insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability



7. **Cyber Liability (including Third Party Protection)** is required in the sum of at least \$2,000,000 per occurrence for any loss resulting in failure to protect any confidential data/information retained and/or transmitted within your systems including, but not limited to: Network Security Liability, Network Privacy Liability, Data Breach; Crisis Management; Unauthorized Access/Use; Computer Virus; Denial of Service Attack; Denial of Access; Improper Transmission of Data; Libel, Cyber-Libel, Slander; Product Disparagement; Violation of Right of Privacy; Misappropriation and Plagiarism; Fraud; Replacement or Restoration of Electronic Data; Extortion Threats; Public Relations Expense; Security Breach Remediation

***Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.

- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.

- F. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

**St. Tammany Parish Government
Attn: Risk Management
P O Box 628
Covington, LA 70434**

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

***NOTICE: St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.**

Any inquiry regarding these insurance requirements should be addressed to:

**St. Tammany Parish Government
Office of Risk Management
P O Box 628
Covington, LA 70434
Telephone: 985-898-5226
Email: riskman@stpgov.org**

Attachment "E"

**AFFIDAVIT PURSUANT TO LA R.S. 38:2224 AND ETHICS PROVISIONS
FOR PROFESSIONAL & ESSENTIAL SERVICE CONTRACTS**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, who is seeking a Professional or Essential Service Contract with St. Tammany Parish Government.
2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.
4. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.
5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

Printed Name: _____

Title: _____

Entity name: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, **DAY OF** _____, **202**__.

Notary Public

Print Name: _____

Notary I.D./Bar No.: _____

My commission expires: _____

**AFFIDAVIT PURSUANT TO LA R.S. 38:2212.10 CONFIRMING
REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION
SYSTEM**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.
2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
3. That affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

Printed Name: _____

Title: _____

Name of Entity: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,

THIS _____, **DAY OF** _____, **202**__.

Notary Public

**Attachment F-1
Sample Scoring Matrix
RFP# 25-13-3
Jail Health Care Services**

Vendor/Business Name _____

Evaluator's Name _____

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Company Background and Experience	10pts		
Governance and Administration	10pts		
Health Promotion, Safety, and Disease Prevention	5pts		
Personnel and Training	10pts		
Ancillary Health Care Services	5pts		
Patient Care and Treatment	15pts		
Special Needs and Services	10pts		
Medical-Legal Issues	5pts		
Cost	30pts		

Vendor Total 100pts

Signature of Evaluator: _____

Date: _____

Attachment "G"

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____,
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF ST. TAMMANY OR ANY OF ITS
AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT
LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS,
BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE
ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID
OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING,
CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY
SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

SECRETARY-TREASURER

DATE

Attachment "H"

Certificate of Insurance Instructions

The below information is intended to guide Contractors on what information is needed to be listed on the Certificate of Insurance. All Insurance limit requirements can be found in Attachment D.

- **Certificate Holder** – STPG must be listed as the certificate holder, and it must include our address of: P.O. Box 628, Covington, LA 70434
 - Reason: the certificate holder is where cancellations of coverage, or updated certificates are mailed. If a vendor terminates a policy, we will be notified.
- **Additional Insured** – We must be named as an additional insured so that if there is a lawsuit against the vendor for a project, their coverage will cover STPG as well if we are named in the lawsuit.
 - We must be named in the Description of Operations box – reason: there could be other additional insureds, and we want to have no doubt that we are one of the additional insureds.
 - We must be named as additional insured on the following coverages: General liability, Auto Liability, Umbrella/Excess Liability, Environmental/Pollution Liability.
 - Professional Liability policies do not allow for an additional insured by most carriers.
- **Project Name & Contract #** - We need this listed in the Description of Operations, again so that if there is a lawsuit, we have proof that coverage was active for that project.
- **Waiver of Subrogation** – This can either be listed in the Description of Operations or checked off in the appropriate columns.

From the Insurance Requirement form:

Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

- **Owners Protective Liability (OPL) or (OCP)** – Certificate of Insurance for OCP names St. Tammany Parish Government as the Insured and the Certificate Holder.
- Sample of Certificate of Insurance (COI) can be found on page 2.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name:

Contract #:

(Name St. Tammany Parish Government as an additional insured).

CERTIFICATE HOLDER**CANCELLATION**

St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT I
LOUISIANA DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS
BASIC JAIL GUIDELINES AND DELINEATION OF SERVICES

Basic Jail Guidelines

C. CONTINUUM OF HEALTH CARE SERVICES

IV-C-001 Access to Care/Clinical Services

(reference 7/1/2009 BJJ IV-013, ACA CJS 1-4C-01, 1-4D-01, 1-4D-03, 1-4D-04, 1-4C-08, Department Regulation B-06-001/IS-D-2, B-06-001HC-02/IS-D-HCP14, B-06-003/AM-C-4)

At the time of admission/intake, all offenders are informed about procedures to access health services, including any copay requirements, as well as procedures for submitting grievances. Medical care is not denied based on an offender's ability to pay. The facility has a designated health authority with responsibility for health care services. When the health authority is other than a physician, final clinical judgments rest with a single, designated, responsible physician.

Written policy, procedure, and practice provide for the delivery of health care services, including medical, dental and behavioral health services under the control of a designated health care authority who shall be a physician or a licensed or registered health care provider or health agency. Access to these services shall be unimpeded in the sense that correctional staff should not approve or disapprove offender requests for services in accordance with the facility's health care plan. Oral health services include access to diagnostic x-rays, treatment of dental pain, development of individual treatment plans, extractions of non-restorable teeth, and referral to a dental specialist, including an oral surgeon. Specialty non-primary clinical services are covered by DPS&C. The requests shall be submitted by the facility staff using the software provided by DPS&C.

In accordance with R.S. 15:831, DPS&C offenders may be assessed a co-payment for receiving medical or dental treatment, including prescription or nonprescription drugs. The co-payment fee schedule shall be approved by the DPS&C. Such fee schedule for DPS&C offenders housed in local jail facilities shall not exceed the DPS&C approved rate in accordance with Department Regulation B-06-001 HC-02/IS-D-HCP14, unless prior approval has been granted by the Secretary of the DPS&C.

DPS&C offenders may be required to file a claim with his/her private medical or health care insurer, or any public medical assistance program, under which he/she is covered and from which the offender may make a claim for payment or reimbursement of the cost of any such medical treatment.

IV-C-002 Adequate Equipment and Supplies

(reference 7/1/2009 BJJ IV-014)

Adequate equipment and supplies for medical services are provided as determined by the health care authority and are in working order.

IV-C-003 Provision of Treatment

(reference 7/1/2009 BJG IV-015, ACA CJS 1-4D-01, 1-4D-04, Department Regulation B-06-001/IS-D-2)

The facility has a designated health authority responsible for health care services. Requests for health services are triaged by health trained persons to ensure that needs are addressed in a timely manner in accordance with the severity of the illness. Written policy, procedure, and practice provide that anyone who provides health care services to offenders be licensed, registered, or certified as appropriate to their respective professional disciplines. Such personnel shall only practice as authorized by their license, registration, or certification. Standing orders are used in the treatment of offenders only when authorized in writing by a physician or dentist. (Standing orders are used in the treatment of identified conditions and for the on-sight emergency treatment of an offender.)

***Comment:** The health authority is responsible for arranging all levels of health services, assuring the quality of all health services, and assuring that offenders have access to them.*

***Protocol:** Written policy and procedure. Sample agreement or contract requirements with health care provider or authority. Job description.*

***Documentation:** Documentation of health authority designation. Contract. Billing records. Sick call request form. A health record. Clinical provider schedules. Current credentials/licensure.*

IV-C-005 24 Hour Care

(reference 7/1/2009 BJG IV-017, ACA CJS 1-4C-03, 1-4C-08)

Written policy, procedure, and practice ensure that offenders have access to 24-hour emergency medical, dental, and behavioral health services, including on-site first aid, basic life support, and transfer to community-based services. This requirement may be met by agreement with a local state hospital, a local private hospital, on-call qualified health care personnel (see IV-C-003), or on-duty qualified health care personnel. Decisions regarding access to emergency medical services shall not be the sole province of correctional or other non-health personnel except in accordance with IV-C-004.

***Comment:** In the event that primary health services are not available back-up facilities or providers should be pre-determined. Qualified refers to a person who has the education, credentials, and experience and is permitted by law, within the scope of his or her professional practice act to evaluate and care for patients.*

***Protocol:** Written policy and procedure.*

***Documentation:** Designated facility. Provider lists. Transportation logs.*

IV-C-006 Health Screens

(reference 7/1/2009 BJG IV-018, ACA CJS 1-4C-09, 1-4C-10, 1-2A-14, Department Regulation B-06-001 HC-13/IS-D-HCP16)

Written policy, procedure, and practice require that all DPS&C offenders receive a health screening by health trained or qualified health care personnel upon intake into the facility unless there is documentation of a health screening within the previous 90 days. Screening is conducted in accordance with protocols established by the health authority. If completed by health trained personnel, all intake health screens are to be reviewed by health care personnel as soon as possible. If a facility uses a different screening form it shall be required to have at a minimum the questions in the Intake Health Care Screening form (IV-C-006-A) provided by DPS&C. The purpose of the health screening is to protect newly admitted offenders who pose a health safety threat to themselves or others from not receiving adequate medical attention. This should include inquiry into:

1. Current medical, dental, or behavioral health problems and communicable diseases;
2. Current treatment plan;
3. Current medications, including psychotropic;
4. History of hospitalization;
5. Suicidal risk assessment;
6. Use of alcohol or other drugs including need for possible detoxification;
7. Possibility of pregnancy;
8. Observation of the following:
 - a. Appearance and behavior;
 - b. Body deformities and other physical abnormalities;
 - c. Ease of movement;
- d. Current physical traumas or characteristics and a determination of whether or not the offender should be recommended for immediate transfer to the DPS&C for appropriate care;
- e. Any physical impairment (hearing, vision, mobility) or other disability which would impede the offender's access to programs or services. Offenders identified with such impairment or disability shall be transferred to the DPS&C for further evaluation and determination of appropriate housing placement. [Reference 2008 Resolution Agreement: U.S. Department of Justice and Louisiana Department of Public Safety and Corrections.]
9. Current health insurance.

***Comment:** Health screening is necessary to detect offenders who pose a health or safety threat to themselves or others and who may require immediate health care. Health trained refers to correctional officers or other correctional staff who may be trained and appropriately supervised to carry out specific duties with regard to the administration of health care. Qualified refers to a person who has the education, credentials, and experience and is permitted by law, within the scope of his or her professional practice act to evaluate and care for patients. (See also II-A-010 for non-medical admission processes for newly admitted offenders.)*

***Protocol:** Written policy and procedure. Screening form.*

***Documentation:** Health records. Completed screening form. Transfer logs.*

IV-C-006-1 Pregnancy Management (reference Department Regulation B-06-001 HC-08/IS-D-HCP33)

Written policy, procedure and practice require that all pregnant offenders have access to obstetrical services by a qualified provider.

The local jail facility shall notify the Department's Medical Director, when a DPS&C offender is pregnant to ensure proper placement or if transfer to a DPS&C facility is necessary.

***Comment:** Transfer to a DPS&C facility is determined by the Department's Medical Director, in conjunction with LCIW's health care staff.*

IV-C-007 Communicable Disease and Infection Control Program (reference ACA CJS 1-4C-06)

Communicable diseases are managed in accordance with a written plan approved by the health authority in consultation with local public health officials. The plan includes for the screening, surveillance, treatment, containment, and reporting of infectious diseases. The plan shall comprise of testing to detect communicable diseases, including TB testing within 14 days of arrival at the facility. If there is documented evidence of TB testing within the last 12 months, new testing is not required. Qualified health care staff will evaluate for signs and symptoms of TB. Infection control measures include the availability of personal protective equipment for staff and hand hygiene promotion throughout the facility. Procedures for handling

biohazardous waste and decontaminating medical and dental equipment must comply with applicable local, state, and federal regulations.

***Comment:** Communicable diseases require special attention.*

***Protocol:** Written policy and procedure. Approved plan. Treatment guidelines.*

***Documentation:** Health records. Clinic visit logs. Documentation of waste pick up and/or cleaning logs.*

IV-C-008 Annual TB Testing

(reference 7/1/2009 BJJ IV-018-1, IV-018-2, Department Regulation B-06-001 HC-09A/IS-D-HCP22)

Written policy, procedure, and practice require annual testing or medical evaluation for signs and/or symptoms of tuberculosis on all offenders. Annual TB testing will be provided at no cost to the offender. The facility's designated health care authority shall contact the DPS&C Medical Director, telephone number 225-342-1320, when an offender's test for medical signs and/or symptoms of tuberculosis is reported positive. The DPS&C Medical Director will determine if the offender requires physician or mid-level evaluation, based on the reported positive signs or symptoms.

***Comment:** None*

***Protocol:** Written policy and procedure.*

***Documentation:** Health records.*

IV-C-009 Chronic Care Program

(reference ACA CJS 1-4C-07, Department Regulation B-06-001 HC-11/IS-D-HCP34)

Offenders with chronic conditions, such as diabetes, hypertension and mental illness receive periodic care by a qualified health care provider in accordance with individual treatment plans, inclusive as deemed appropriate by the respective health care provider. For offenders whose chronic disease cannot be reasonably managed by the local jail facility, a Medical Transfer Request for DOC Offenders at Local Facilities Form C-05-004-B may be submitted to the Adult Reception and Diagnostic Center.

***Comment:** Chronic care guidelines are available from disease-specific organizations and various medical and physicians' associations. Qualified health care provider refers to a person who has the education, credentials and experience and is permitted by law, within the scope of his or her professional practice act, to evaluate and care for patients.*

***Protocol:** Written policy and procedure. Chronic care protocols.*

***Documentation:** Health records.*

IV-C-010 Pharmaceuticals

(reference 7/1/2009 BJJ IV-019, ACA CJS 1-4C-15, Department Regulation B-06-001 HC-17/IS-D-HCP7)

Written policy, procedure, and practice approved by the health authority provide for the proper management of pharmaceuticals. Offenders are provided medication as prescribed.

***Comment:** None*

***Protocol:** Written policy and procedure approved by health authority. Format for documentation of medication, inventory, and storage of medication.*

***Documentation:** Health records, completed medication administration forms, inventories.*

IV-C-012 Access to Sick Call

(reference 7/1/2009 BJG IV-021, ACA CJS 1-4C-01, Department Regulation B-06-001 HC-01/IS-D-HCP13)

There is a process for all offenders to initiate requests for health services on a daily basis. Written policy, procedure, and practice require that sick call is conducted by a physician and/or other qualified health care personnel who are licensed, registered, or certified as appropriate to their respective professional discipline and who practice only as authorized by their license, registration, or certification. Sick call shall be available to all offenders as follows:

- Facilities with fewer than 100 offenders - 1 time per week;
- Facilities with 100 to 300 offenders - 3 times per week;
- Facilities with more than 300 offenders - 4 times per week.

If an offender's custody status precludes attendance at sick call, then arrangements shall be made to provide such services in the place of the offender's detention.

***Comment:** Qualified refers to a person who has the education, credentials and experience and is permitted by law, within the scope of his or her professional practice act, to evaluate and care for patients.*

***Protocol:** Written policy and procedure.*

***Documentation:** Sick call request form. Health record.*

IV-C-013 Infirmary Care

(reference 7/1/2009 BJG IV-022, ACA CJS 1-4C-04, Department Regulation B-06-001 HC-05/IS-D-HCP20)

If infirmary care is provided onsite, it complies with applicable state regulations and local licensing requirements. Provisions include 24-hour emergency on-call consultation with a physician, dentist and behavioral health professional. Written policy, procedure and practice provide that any offender who is identified as requiring a medical, dental, or behavioral health need for which care is not readily available from the local facility shall be immediately transferred to DPS&C. It is particularly important that smaller facilities recognize the commitment of the DPS&C to accept into their custody any DPS&C offender whose condition is problematic.

***Comment:** To ensure appropriate and coordinated transfer of healthcare management of DPS&C offenders in local jails who have health care needs, DPS&C form C-05-004-B should be completed in its entirety and faxed to 225-319-4253 at Elayn Hunt Correctional Center (Adult Reception & Diagnostic Center). The intake screening form and any other supporting documentation shall also be included when requesting transfer.*

***Protocol:** Written policy or procedure.*

***Documentation:** Admission or inpatient records. Staffing schedule. Completed form C-05-004-B.*