

Curry County

Request for Proposals

INMATE MEDICAL SERVICES

Request for Proposal No. 2013/14 - 09

**Sealed Proposals Submitted to:
Curry County Administration Office
Curry County Court House
700 N. Main, Suite 10
Clovis, NM 88101
Attn: Finance Department**

**Date Proposals Submitted by:
Tuesday, June 10, 2014
Time: 2:00 p.m.**

**Proposals must be submitted in a sealed
envelope that is clearly marked**

“RFP No. 2013/14 - 09 - DO NOT OPEN”

Curry County Administration
RFP No. 2013/14 – 09
Inmate Medical Services
Page 2

The Board of Commissioners of Curry County, State of New Mexico, is requesting qualification-based competitive sealed proposals for inmate medical services. Any company interested in submitting a proposal must attend a **mandatory pre-proposal conference** to be held on Wednesday, May 28, 2014 at 1:30 p.m. at the Curry County Court House Conference Room, 700 N. Main, Suite 10, Clovis, NM 88101. (Across from the County Administration Office.) Proposals will be accepted until opening at 2:00 p.m. Mountain Time on Tuesday, June 10, 2014 at the Curry County Administration Office, County Managers Office, located at 700 N. Main, Suite 10, Clovis, NM 88101. At that time, proposals will be publically opened and offeror's names disclosed. Proposals contents will not be read aloud and evaluation committee will provide a recommendation for award to the Board of Curry County Commissioners based on the highest ranking offer in regard to specific criteria outlined in this request for proposals. Curry County reserves the right to accept or reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any informalities and solicitation process and to accept the proposals which, in its judgment, is the most advantageous to the County.

IMPORTANT

SEALED PROPOSAL along with RFP number and the offeror's name and address **MUST** appear clearly on the sealed envelope or packaged with all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (County Manager Lance Pyle or Carol Pipes) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 700 N. Main, Suite 10, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 700 N. Main, Suite 10, Curry County Court House, Clovis, NM 88101.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DLEIVERY PRIOR TO PROPOSAL DEADLINE.

Lance A. Pyle
Curry County Manager
Phone - 575-763-6016
Fax - 575-763-3656
lpyle@currycounty.org

PURPOSE

The purpose of this Request for Proposals (RFP) is to select through a competitive process, an offeror(s) that has the proven experience and expertise to perform services described in this RFP. Curry County Adult Detention and Juvenile Detention are requesting proposals for “turn-key” medical services and provision of health and mental health care services to male and female inmates in the County’s adult and juvenile detention facilities.

GOAL

The goal of this procurement is to provide comprehensive health care services and mental health services, within a secure environment, within available funds, and in accordance with (or which exceed) the standards of the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA). Curry County encourages offerors to provide enhanced services beyond those identified in the scope of work.

PROPOSAL PACKAGE

Response must be in the form of a proposal which includes the following sections:

- A. Transmittal Letter - This letter is to be a ***brief*** letter, addressed to Curry County, which provides the following information:
 1. Name and address of the offeror;
 2. Name, title, telephone number and email address of the contact person for the offeror;
 3. A statement that the proposal is in response to this RFP; and
 4. The signature, typed name and title of the individual who is authorized to commit the offeror.
- B. Technical Proposal – offeror shall address all requirements listed under “Specific Conditions” and “Scope of Services” sections of this RFP in the order listed, to include the following:
 1. Introduction
 - A. Company Profile
 1. Describe in detail any and all prior experience providing healthcare in correctional services.
 2. Corporate background and depth of support
 - number of employees
 - number of years doing business
 - copy of offeror’s policy and procedures for managing/providing medical services in detention facilities
 3. List all current contracts or business with other correctional health care services facilities:
 - Client
 - date of contract

- type/size
 - 4. Describe in detail your current training program for employees
 - B. Company achievements in providing correctional health care services.
 - C. Corporate office organizational structure
 - D. References, with address, e-mail and phone contracts.
- C. Operational Requirements - All proposals must clearly define:
- A. Procedures for health care services delivery to the inmates and staff. Procedures shall include on-site and off-site delivery.
 - B. Quality and inventory control methods and standards.
 - C. Procedures for providing appropriate management of health care services.
 - D. Procedures for dealing with offender complaints about health care services and minimizing the potential for offender litigation.
 - E. Specifications that will adhere to all medical services.
 - F. Any additional equipment that must be purchased by Curry County for efficient health care operations.
 - G. Procedures that ensure existing quality of health care services currently being provided for Curry County Detention Centers is either met or exceeded.
 - H. Procedures for monthly billing.
 - I. Operational procedures for handling health care services in the event of emergency or natural disaster.
 - J. Insurance
 - K. Policies and Procedures - shall indicate the method the offeror will follow in establishing and revising health care service policies.

SPECIFIC CONDITIONS

1. Proposals **must** be received by June 10, 2014 at 2:00 p.m. Mountain Standard Time. Any proposals received after the deadline will be kept on file unopened and will be considered **only** in the event that **all** other proposals are deemed non-responsive.
2. Offeror shall submit one (1) original and five (5) copies of the proposal.
3. The quantities mentioned in this request for proposals are approximate. The County reserves the right to increase or decrease amounts as circumstances may require.
4. The offeror must acknowledge and accept that the County reasonably believes sufficient funds can be obtained to make all payments during each of the

renewal terms under this contract. The County hereby covenants that it will do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provision for such payments to the extent necessary in each annual fiscal year budget submitted for the purpose of obtaining funding. If, after formal written request, the County does not allocate funds necessary to continue payments for the renewal term, the County may terminate this agreement at the end of the fiscal year of any one (1) year renewal term. Parties acknowledge and agree that it is the intent of the County that funding will continue throughout the term of this agreement.

5. Offeror must have a proven ability for a contract start-up by proposed date (to be specified in offeror's response).
6. Offeror must have sufficient qualified and trained staff with sufficient back-up personnel to preclude both the absence of, and/or the unnecessary delay of, contracted healthcare services.
7. Offeror must have the central office capability to daily supervise and daily monitor the healthcare program, ensuring satisfactory provision of services.
8. Offeror must submit a certified copy of its current financial report with the proposal. Such information may be marked "**CONFIDENTIAL**" so as not to be disclosed once the file becomes public information.
9. Offeror must submit a list of five (5) references, including name of institution, address, contact person and phone number. In addition, references must include any healthcare contract that was canceled, terminated or not renewed over the last three (3) years. **ALL SUCH DOCUMENTATION SHALL BE INCLUDED IN THE PROPOSAL.**

SCOPE OF SERVICES

Offer(s) should have the ability to provide:

1. Full medical services daily, including weekends and holidays, to the Curry County Adult and Juvenile facilities both male and female inmates. The offeror will be required to enter into a contract that requires medical personnel to be onsite, at the Detention facilities. In addition to specific scheduled times, offeror must provide for full medical services on a twenty-four (24) hour, seven (7) day per week basis within thirty (30) minutes after notification by County.
2. Full medical services consist of but are not limited to administrative services; medical; nursing care; emergency medical care; medical disaster plan; inmate intake receiving and screening; sick call services; medication administration; medical records management; medical supply provision and management; dental services; acute, chronic, and preventative care; and specialty services to include insurance billing, and billing management when applicable.

Administrative Services

The offeror shall provide the necessary corporate administrative functions such as time keeping, payroll, personnel functions, billing tasks, obligations payment, etc. The offeror's regional management staff responsible for this contract will be responsible to provide effective administrative and quality assurance oversight.

The offeror will establish working relationships with Plains Regional Medical Center, and the local Health Department, and any other essential medical facilities. The offeror will represent Curry County Detention Centers at any local health related boards or committees.

Personnel (staffing and recruitment plan)

The offeror shall provide a plan for staffing and recruitment of Medical and emergency health care services for Curry County Adult Detention Center and Curry County Juvenile Detention Center employees. The offeror will support the mandatory requirements for health services staff orientation and local refresher sessions provided by Curry County Adult Detention Center staff to include NCIC background checks and verification, as per policies.

The offeror shall provide at a minimum: a prescribing provider who is a licensed individual authorized to write prescriptions and the appropriately licensed and credentialed health care staff in terms of level of training and professional credentials such as NP, PA, RN, LPN, in order to facilitate full medical services for a facility this size on a 24/7 basis.

Staffing will include at least one (1) local physician (M.D., D.O. or Nurse Practitioner as described above) on call for both detention centers twenty four (24) hours per day.

A physician (M.D. or D.O.), Nurse Practitioner (NP) or Physician's Assistant (PA) to make on-site visits at least three (3) times per week at Curry County Adult Detention Center and as necessary at Curry County Juvenile Detention Center.

A Registered Nurse (RN) on site at Curry County Adult Detention Center at least forty (40) hours per week, which will include two (2) hours three (3) times per week at Curry County Juvenile Detention Center, and on-call for both facilities twenty four (24) hours per day.

All staffed positions have direct and sole responsibility to perform the identified health care services and each position, including clerical, is essential to the operation of the health care unit. Offeror will provide a written staffing plan to include current incumbents, vacancies addresses and how full coverage will be accomplished. If all positions are not filled,

Offeror understands and will acknowledge that the personnel identified in this RFP are critical providers. The successful offeror will be required to

enter into a contract that requires offeror to provide written proof of backup medical personnel in the event of any illness, sickness, leave, vacation, termination or any other factor that would prevent, limit or otherwise interfere with or result in any of offeror's medical providers not being physically present at the Curry County Detention Facility and performing the services set forth in this RFP. Offeror will provide a contracted agency to provide temporary or part-time staff. Any FTE position vacant for more than one (1) day (8 hours) shall require the offeror to reimburse Curry County Detention Center 1.5 times the position hourly rate per hour, if the vacant position is an exempt (salary) position then the offeror will reimburse Curry County Detention Center 1.5 times per weekly salary. If the position is the Prescribing provider position (MD/DO) the Contractor will make immediate arrangements to ensure prescribing authority to Curry County Adult Detention Center and Curry County Juvenile Detention Center.

Personnel hired by the offeror will be guided by the following requirements:

- a. All personnel will have a special focus on technical expertise, emotional stability and professional motivation. The final selection of any provider is subject to the approval of the Adult Detention Center Administrator.
- b. The offeror will assign only licensed and certified personnel to provide professional health care under the contract.
- c. All health care personnel must successfully pass a background investigation by Curry County prior to being employed in either Detention Center and must attend orientation as required by Curry County Detention Center prior to starting employment.
- d. All personnel will comply with all current Federal, State and local laws, regulations, court orders, administrative regulations and directives, policies and procedures of Curry County's Detention Centers and the established contract for health care services. The Provider's staff will design and implement policies, procedures, and protocols for both health care services and the health care staff. Any healthcare personnel who does not comply with this paragraph or any laws, regulations, court orders, administrative regulations, directives, policies and procedures, shall be appropriately dealt with by offeror. Any healthcare personnel who fails to comply with these provisions, after being instructed/advised to do so, or any healthcare personnel who has multiple violations of the provisions of this paragraph, shall be terminated by offeror, or shall be banned/barrred from access to County facilities. Any healthcare employee that is banned/barrred from Detention Center premises will be considered absent from work.
- e. The offeror will be responsible for ensuring its personnel report all problems and/or unusual incidents in the facility to the Administrator or his designee.
- f. The offeror will ensure that the health care status of inmates admitted to Plains Regional Medical Center or other medical facility are reviewed daily to ensure that the duration of their hospitalization is no longer than medically indicated.
- g. The offeror will provide the Detention Center Administrator a weekly health

status report of all hospitalized offenders.

Offeror's employees shall not have been convicted by any state or by the federal government of a crime, the punishment for which could have been imprisonment in a federal penitentiary or a state prison. Written certification of compliance must be submitted to the Adult Detention Administrator prior to the employee entering the facility.

Offeror's employees will agree, in writing, that they understand any personal belongings entering the Adult Detention Center are subject to search, without notice, at the discretion of the Adult Detention Administrator. A copy of this written agreement will be maintained on file with the employee's background check/clearance. No personal cell phones are allowed within the secure perimeter of either detention facility.

The Curry County Detention Centers are nonsmoking facilities. Offeror's employees shall not bring matches, lighters, or tobacco products, or other contraband items (determined by the Detention Administrator) into the facility without the advanced written approval of the Detention Administrator. Employees may only smoke in areas designated by the Detention Administrator.

Medical Disaster & Emergency Care

The offeror shall implement procedures for the review and rehearsal of the delivery of health services in the event of a disaster such as fire, tornado, epidemic, riot, strike, or mass arrests. Emergency health services will be provided in accordance or exceed with the current National Standards for Health Services, to include nurses, mid-levels, dentists and physicians on 24-hour call. The offeror shall make provision and be responsible for all costs for 24-hour emergency medical, mental health, and dental care, including but not limited to 24-hour medical on-call services and ambulance services when necessary. Offeror shall ensure availability of emergency treatment through predetermined arrangements with local hospitals.

The Offeror shall implement procedures for the review and rehearsal of the delivery of medical services in the event of a disaster such as fire, tornado, epidemic, riot, strike, or mass arrests. Such procedures shall be developed and/or instituted by the Contractor's Medical Director working closely with the Curry County Detention Center facility administrative staff.

The offeror will adopt the Curry County Detention Center disaster plan or in the absence of a disaster plan the offeror will create and implement a disaster plan that suits and is geared for Curry County Detention Center and implement procedures within 30 days from the effective date of the contract. The Medical Disaster Plan shall include:

- Communications system

Curry County Administration
RFP No. 2013/14 – 09
Inmate Medical Services
Page 9

- Recall of key staff
- Assignment of health care staff
- Establishment of command post
- Safety and security of the patient and staff areas
- Use of emergency equipment and supplies
- Establishment of a triage area
- Triage procedures
- Medical records – identification of injured
- Use of ambulance services
- Transfer of injured to local hospitals
- Evacuation procedures (to be coordinated with security personnel)
- Practice drills

The offeror shall be responsible for health care delivery on a 24-hour per day basis. In the event of an emergency, Health Services staff will be expected to provide on-site emergency intervention for staff, inmates and visitors when required. All ambulances utilized shall be equipped with life support systems and shall be operated by personnel trained in life support that are certified by the State of New Mexico. Offeror shall be responsible for all emergency transportation and will coordinate all emergency transfers with security staff. Unless there is an actual medical justification, offeror will be responsible for payment of any and all ambulance fees incurred in transferring an inmate out of the Detention Facility for medical reasons.

The offeror will provide emergency services, supplies, or medication to Detention employees, official Detention guests, outside Contractor's inmates; visitors, or other visitors to Curry County Detention Center. The offeror may elect to bill these individuals directly to recover the cost of their services. However, costs to provide these emergency services shall not be an obligation of the County.

The offeror will have a defibrillator and an emergency crash cart in the Detention Center Medical office in order to handle any and all interventions described by Advanced Cardiac Life Support (ACLS) protocols. The Medical Director or the responsible physician must be ACS certified (up-to-date) and all licensed health care staff will be Basic Cardiac Life Support certified (up-to-date). The health care unit will conduct an unannounced "mock code" with complete documentation at least quarterly.

The offeror shall ensure availability of emergency treatment through predetermined arrangements and will develop a plan and agreements with off-site facilities for referral of all emergencies that cannot be treated on-site. All emergencies requiring a "911 call" or its equivalent will be reported to Curry County Detention Center immediately, with particular attention to the elapsed time between the call for assistance and the arrival of trained personnel. An up-to-date on-site log of all such calls will be maintained for review by Curry County Detention

Center. All non-scheduled off-sites will be immediately reported to Curry County Detention Center.

Primary Health Care Services

The offeror shall provide on-site preventive and primary health care services in accordance with or which exceed the National Commission on Correctional Health care Standards for Health Services in jails (current edition); Curry County Detention Center policies, procedures, standards of care; and prevailing community standards to include: daily triage of inmate health complaints, provision of sick call, routine non-invasive diagnostic procedures, identification and referral of conditions requiring secondary and tertiary services and medication administration and monitoring. Offeror must provide at least one RN, one LPN and at least one mid-level provider (MP or PA) and at night, at least two LPN's or one LPN and one RN 365 days per year.

All triage and screening activities must take place through direct contact with the inmate-patient by a licensed practical nurse (LPN) or higher. Any unresolved diagnostic or therapeutic problems shall be referred to a physician. Any inmate presenting for the third time with the same unresolved complaint shall be scheduled to see the physician at the next sick call.

Offeror understands that only those employees/medical providers that have been fingerprinted and has a background check, will be admitted to the Curry County Detention Facilities. Offeror shall be required to provide backup medical personnel/services in the event one or more of offeror's employees cannot or is not available to provide services to County under this Contract. Offeror shall be responsible for ensuring that all backup or alternate medical providers/medical personnel have been screened and approved by Curry County personnel at all times. In this regard, offeror shall provide County with a list of the names and contact information for any and all providers who will be in the Curry County Detention Center or who are authorized on behalf of offeror to be in the Curry County Detention Center pursuant to the terms of a contract with offeror, at least 48 hours in advance of the date when services are to be provided. If there are any change in personnel or providers, offeror shall provide Curry County at least 48 hours advance notice of the same.

In order to provide adequate necessary healthcare services, open communication between offeror and County is vital. Offeror shall provide Curry County Detention Administrator or his/her designee contact information that will allow for County to receive/obtain any and all necessary medical care at all times, including emergencies and other unscheduled or planned events.

Screening

Intake medical screening for inmates at Curry County Adult Detention Center shall be provided by offeror within two (2) hours from the inmate's arrival at the facility and will be performed by offeror's health-trained or qualified health care personnel. Offeror will provide a person, in addition to the above referenced LPN or higher who will remain up front, in the booking area, at all times. The offeror cannot transfer or send an inmate out and/or refuse to care or treat an inmate without a valid medical reason that shall be documented or recorded in the inmate's file. All findings are recorded on a screening form approved by the health authority and Curry County Detention Center. The screening will include:

Inquiry into:

- Current medications
- Current and past illnesses and health problems including communicable and chronic diseases
- Dental pain, swelling or functional impairment
- Use of alcohol and other drugs including potential need for detoxification
- The possibility of pregnancy
- Past or current mental illness including hospitalization
- Suicidal risk assessment
- TB screening on all inmates

Observations of the following:

- Behavior, including state of consciousness, mental status, appearance, conduct, tremor, and sweating
- Body deformities and other physical abnormalities
- Ease of movement
- Condition of the skin, including trauma markings, bruises, lesions, jaundice, rashes, and infestations, recent tattoos, and needle marks or other indications of drug use

Medical disposition of the inmate:

- Refusal of admission until inmate is medically cleared
- Cleared for general population
- Cleared for general population with prompt referral to appropriate health care service
- Referral to appropriate health care service for emergency treatment
- The initial assessment/screening shall be promptly prepared at the conclusion of intake.

Inmates, who are unconscious, semiconscious or otherwise obviously in need of immediate medical attention, are refused and referred to the hospital. When inmates are referred to an emergency department, their admission or return to the facility is predicated on written medical clearance.

Comprehensive Health Appraisal

A comprehensive health appraisal for each inmate at Curry County Adult Detention Center will be completed within fourteen (14) days after arrival at the facility, unless a prior health appraisal has been completed on said inmate within the previous ninety (90) days. A comprehensive health appraisal for each juvenile at Curry County Juvenile Detention Center is completed within seventy-two (72) hours after arrival at the facility. Health appraisals shall include the following:

- Review of the intake screening
- Collection of additional data to complete the medical, dental, mental health, and immunization histories
- Laboratory and/or diagnostic tests to detect communicable disease, including venereal disease when indicated and tuberculosis
- Recording of height, weight, pulse, blood pressure, and temperature
- Other tests and examinations as appropriate
- Medical examination, including review of mental and dental status
- Review of the results of the medical examination, tests, and identification of problems by a physician, certified nurse practitioner, or other qualified health care personnel, as required by the Medical Practice Act (NMSA 1978 §61-6-1 et seq.)
- Initiation of therapy when appropriate
- Development and implementation of a treatment plan, including recommendations concerning housing, job assignment, and program participation

Primary medical care will also include:

- Routine non-invasive diagnostic procedures
- Identification and referral of conditions requiring secondary and tertiary services
- Medication administration and monitoring
- visitation of the “locked-down” areas. The responsible physician must ensure that an LPN or RN see inmates in lock-down areas at least once each week, and document these visits
- The provision of seven (7) days per week, twenty-four (24) hours per day on-site nursing coverage at Curry County Adult Detention Center with the capability for administration of psychotropic medications, emergency medications and emergency nursing care.

Offeror will implement a policy to ensure that all medical services provided to an inmate are properly recorded and the Curry County Financial Specialist is notified of the type and nature of services provided to all inmates.

Sick Call

Sick call shall be under the direction of a physician and be provided at Curry County Detention Center Monday through Friday, using Nursing Protocols approved or exceeding the National Commission on Correctional Healthcare (NCCHC.) Regularly scheduled sick call for routine, non-emergency healthcare complaints will be handled as follows:

- A. A formal sick call procedure will be implemented by a physician or qualified healthcare personnel to address, in an expeditious manner, all inmate non-emergency illness or injury issues.
 1. Sick call at Curry County Adult Detention Center will be conducted a minimum of three (3) days per week.
 2. Sick call at the Juvenile Detention Center will be conducted three times per week, on Monday, Wednesday and Friday, and other times as dictated by the urgency of the request.

If determined that a medical clearance is necessary for an inmate, the Contractor shall be available on-call. Response to request for medical clearance shall be performed within 0.5 hours unless otherwise negotiated and stated in the contract.

- B. The offeror will be responsible for ensuring that inmate complaints are solicited on a daily basis and are acted on by qualified healthcare professionals through appropriate triage and treatment processes.
- C. The offeror will ensure that all health care services are, within reason, provided on site at the detention centers. Should an offender's custody status preclude his/her attendance at sick call, the Contractor will arrange to provide sick call services where the inmate is being confined.

Secondary Healthcare Services

The offeror shall make referral arrangements with specialists off-site, for the treatment of those inmates with health care problems which may extend beyond the primary care services provided on-site. The Contractor shall identify in their response, a plan to arrange for appropriate specialty healthcare services. Curry County Adult Detention Center and Curry County Juvenile Detention Center have a high interest in maximizing on-site specialty care to avoid inmate transport and off-site security costs. The Offeror shall identify in their staffing plan and arrange for additional specialty services to be conducted on-site by bringing in the equipment needed to provide said services at both facilities as is medically necessary and based on the operational needs of the institution.

Offeror will maintain contracts for specialty services, such as but not limited to, dialysis, radiology, and other off-site and on-site specialty clinics. All subcontracts are subject to Curry County Detention Center approval prior to commencement. If available, Curry County Detention Center has a high interest in the use of telemedicine for specialty care consults to reduce inmate transport and off-site security costs.

All recommendations involving any special procedures or non-routine follow-up must be communicated verbally between the consultant and the primary care physician within twenty-four (24) hours of the consult. Each activity must result in a legible report in the inmate's medical record within seventy-two (72) hours of the encounter.

The proposal must describe the process by which the offeror will research and implement methods to increase the amount of "secondary type care" that can be delivered at the Detention facility. The offeror shall provide secondary health care services in accordance with or exceed the National Commission on Correctional Health Care Standards for Health Services in Jails (current edition) Curry County Adult Detention Center and Curry County Juvenile Detention Center policies, procedures, standards of care, and prevailing community standards.

Tertiary Medical Care Services

Dental Services & Oral Care Program

The Offeror shall implement an oral health program under the National Commission on Correctional Healthcare (NCCHC) standards of care. The program shall provide for the basic oral health needs of the inmate population through the diagnosis of existing oral conditions, services for the relief of pain and elimination of infection, preventive measures to maintain optimal oral health and services to restore adequate masticatory function. The offeror shall develop and implement an oral health care program consisting of basic dental service under the direction and supervision of a dentist licensed in the state, and provided as needed for inmates.

Care is timely and includes immediate access or urgent or painful conditions. There is a system of established priorities for care when, in the dentist's judgment, the inmate's health would otherwise be adversely affected. The oral health program shall function under established National Commission on Correctional Healthcare (NCCHC) and community standards of care.

The offeror shall be responsible for providing any and all oral health equipment in ideal working order; the provision of supplies and materials to ensure a functioning operation; ensuring compliance with OSHA standards; and providing quality services at a level consistent with local community standards for dental care. The

offeror shall be responsible for the replacement of equipment that can no longer be maintained and kept in a satisfactory working condition.

The oral health program shall provide for the basic oral health needs of the inmate population through the diagnosis of existing oral conditions, services for the relief of pain and elimination of infection, preventive measures to avert the need for restorative procedures, to maintain optimal oral health and to restore adequate function and mastication. The provision of these services shall be prioritized in a manner that approximates the following:

1. Emergency services for the relief of pain, bleeding, infection, trauma, etc.;
2. Diagnostic services and documentation.

Methodology: The following should be addressed in the Offeror's proposal:

1. Detail the oral health program in terms of programming for the delivery of basic oral health needs of the inmate population through the diagnosis of existing oral conditions, services for the relief of pain and elimination of infection, preventive measures to avert the need for restorative procedures.
2. Describe the competencies, skills, and duties required of the director of the oral health care program.
3. Describe the staffing levels and credentialing requirements of the oral health care staff.
4. Detail any Offeror oral health care policies, procedures and standards of care.
5. Describe the prioritization of the oral health care services.
6. Describe the oral health care reporting system, and the oral health care team productivity standards.
7. Detail the provision of supplies and materials to ensure a functioning operation; and ensuring compliance with OSHA standards.

Ancillary and other Health Services

Electrocardiogram (EKG) Services

EKG services shall be provided on site by the offeror to include all equipment and supplies and contractor responsible for obtaining to a cardiologist read over all studies. Curry County Detention Center has a high interest in minimizing the off-site appointments whenever possible to reduce inmate transport and off-site security costs. Special consideration will be given to proposals where contractors can bring in specialized services to be performed in facility. All appointments will be worked out with the facility transport section.

Radiological Services

The Offeror shall enter into a subcontract with Plains Regional Medical Center or other medical facility for all radiological services. Curry County Detention Center has a high interest in minimizing the off-site appointments whenever possible to reduce inmate transport and off-site security costs. Special consideration will be

given to proposals where contractors can bring in specialized services to be performed in facility. All appointments will be worked out with Detention transport.

Optometry & Ophthalmology Services

The offeror shall provide optometry and ophthalmologic services off-site as necessary. The offeror shall provide or arrange for eyeglasses with the family as necessary. All items brought from outside of the facility shall be first cleared with a Lieutenant. If a disease process such as diabetes requires additional follow up of baseline evaluation by an optometrist, an evaluation by an ophthalmologist will be scheduled as an off-site/on-site consultation by the offeror. Curry County Detention Center has a high interest in minimizing the off-site appointments whenever possible to reduce inmate transport and off-site security costs. Special consideration will be given to proposals where contractors can bring in specialized services to be performed in facility. All appointments will be worked out with the facility transport section.

Inmate Medical Grievances

The offeror will implement a system to monitor, respond and address inmate medical grievances according to Curry County Detention Center policy. At Curry County Adult Detention Center, all correspondence marked "Medical Grievance" will be sent by the classification office and will be treated as strictly confidential.

Only employees who are participating in the disposition of a grievance will have access to records essential to the resolution of the grievance.

At Curry County Adult Detention Center, classification is the office responsible for assigning or forwarding inmate medical grievances to medical after they have been logged. An inmate medical grievance procedure is made available to all inmates and includes at least one level of appeal. Curry County Adult Detention Center will accept all complaints from inmates. Classification will review all medical complaints/grievances and forward to medical office or provider. The Medical provider will address the grievance and provide a response to the inmate and the classification office within the time allowed.

At Curry County Juvenile Detention Center, the Lieutenant or designee will review and assign medical grievances.

Emergency grievances, which, if handled according to regular time limits for grievance decisions may subject an inmate to a substantial risk of personal injury or cause others serious and irreparable harm, will be addressed immediately.

Medical Records

Medical records will be provided and managed in accordance with the National Standards for Health Information including, NCCHC (National Commission on Correctional Healthcare), HIPPA (Health Information and Portability Protection

Act) compliance, and Curry County Detention Center policies and procedures. The Offeror will create and submit policies and procedures where current policies are lacking or needed. Curry County Detention Center has a high interest for medical records to meet or exceed National Commission on Correctional Healthcare (NCCHC) Standards for Health Services in jails. The offeror may replace the existing medical file format as necessary in order to assure compliance or exceed National Commission on Correctional Healthcare (NCCHC) standards. The Offeror acknowledges that any and all medical records belong to Curry County and that if responding to any inmate or concerns regarding an inmate. Curry County will be immediately (within twenty-four (24) hours), provided with any and all records that it requests through its County Attorney and/or County Manager. The original medical records will stay at the Curry County Detention Center and if the offeror would like, they may keep copies at their expense.

Offeror shall prepare and submit whatever forms it requires for the release of medical records in compliance with all laws, including but not limited to HIPPA. Curry County receives from time to time requests for medical records. Medical staff will be required to ensure that only proper HIPPA approved authorizations are used to divulge any medical information.

Information Technology

The offeror will be required to enter and maintain information in the Jail Management Software used by Curry County Detention Center as directed by Curry County Detention Center policies and procedures.

Safety, Sanitation and Infection Control

The offeror is responsible for all costs associated with safety, sanitation and infection control, including training staff, implementing the proper methods of handling, storage and disposal of biomedical hazardous waste; to include sharps, needles, syringes and other materials used in the treatment of the inmates. These procedures shall comply with OSHA standards, the Centers for Disease Control, the New Mexico Department of Health and Curry County Detention Center policies and procedures.

Space, Equipment and Supplies

Curry County Detention Center will provide the equipment currently in place at each facility. The offeror shall maintain and be responsible for all damages to the equipment. Offeror will pay for any damaged equipment as a result of negligence. If offeror needs any additional medical equipment required, which is necessary to provide medical care, offeror will notify County and County will purchase the same. Curry County Detention Center will obtain title to any new or replacement equipment provided by the offeror.

The medical staff will convene quarterly with Curry County Detention Center staff as designated to discuss issues relevant to medical and mental health care in the

facilities. Curry County Detention Administrator will designate an individual to serve as the chairperson. The meetings will generally occur quarterly but no less than four times per year. Attendees will include regional office staff (where applicable), physicians, site administrators, site Director of Nursing, physicians, and a representative of the mid-level practitioners. Other employees may be invited to attend. The Contractor will be responsible for all costs including transportation, housing and any other expenses to attend this meeting. The meetings will occur at Curry County Adult Detention Center or a similar location as designated by Curry County Detention Administrator.

Pharmacy Services

The provision of prescription and non-prescription medications is the responsibility of the offeror. All medications must be prescribed or countersigned by the offeror. The offeror must provide a pharmacist to oversee and administer the procurement, dispensing, and administration of pharmaceuticals. The pharmacist shall visit the facility on a quarterly basis; monitor and ensure compliance with all laws, rules and regulations, and standards related to pharmacy services; and provide clinical pharmacy services including drug information, education, and drug regimen review. The offeror shall make provision for on-site delivery of inmate prescriptions seven days per week, and an emergency drug kit which includes on-site “stat” dose capability for emergencies. Offeror shall establish a contract locally for immediate need medications. The offeror will dispense psychotropic medications in a safe and controlled fashion in accordance with Administration of Psychotropic Medication.

The offeror will be responsible for administering all medications for medical and/or mental reasons to all incarcerated Curry County inmates in the facility. Pharmacy must maintain drug profiles on all inmates for the purpose of determining drug interactions. HIV and HCV drugs must be included. Offeror shall provide, furnish, and supply pharmaceuticals and drugs to the facilities using a “unit dose method of packaging” which is properly labeled. Offeror shall comply with the New Mexico Board of Pharmacy.

Pharmaceutical services will be provided in accordance with the current National Commission on Correctional Healthcare (NCCHC) standards. At a minimum, the offeror shall be responsible for the administering, and in compliance with State Pharmacy regulations “dispensing” of medications ordered by County. The offeror shall provide the medications in a timely manner for each patient in a unit dose or take with supply format. The offeror shall submit their proposed formulary to Curry County Detention Administrator for review and approval. Any future proposed changes must also be submitted for review and approval prior to implementation. With respect to such proposed changes, the decision of Curry County Detention Administrator is final.

The offeror shall:

- Maintain inventory, cost, ordering records for all pharmaceuticals, including all over-the-counter medications dispensed by the pharmacy
- Maintain the provision of medications and assurance of continuation of medications without interruption for inmates entering either facility
- Have the ability to generate lists of inmates on specific drugs and by prescribing practitioner
- Monitor inmate drugs so that they do not expire without justification
- Have the ability to generate a listing of the twenty-five (25) most frequently prescribed drugs and the most expensive drugs prescribed
- Provide self-administered medications in a “blister-pack”

Methodology: The following should be addressed in the Offeror’s proposal:

1. Describe the plan for the management of the pharmacy services program;
2. Describe the protocol to maintain inventory, cost, and ordering records for all pharmaceuticals dispensed by the pharmacy;
3. Describe the drug utilization review program including your protocols for accessing high-cost and/or new generation medications;
4. Describe the process for development and updating your formulary, the processes for accessing non-formulary drugs, and providing access to over-the-counter drugs prescribed by providers;
5. Describe the protocol for appropriate self-administration and non-self administration of medications;
6. Describe the provision of medications and assurance of continuation of medications without interruption for inmates;
7. Describe the process to dispense psychotropic medications in a safe and controlled fashion;
8. Describe the procedure by which Curry County Detention Center or designee will be notified in advance of any planned formulary changes.

Alternate Components

The following component is to be proposed as separate “add-on” services, offered and priced separately, **not included in base proposal price:**

1. Pre-employment physicals for potential Curry County Detention employees.
2. Hepatitis B vaccinations for Curry County safety sensitive employees; Detention, Maintenance and Sheriff.
3. Flu vaccines for Curry County employees.
4. TB testing for Curry County employees.
5. At any renewal during the term of this contract, offeror may be requested to provide mental health coverage. If offeror has mental health care that can be provided, offeror should submit a proposed plan for services for providing complete mental health screening, testing, counseling and care to all inmates in Curry County Detention Facility.

EVALUATION CRITERIA

The offeror will be selected on the basis of the offeror's written proposal. A evaluation committee will review all proposals and make their recommendation for selection based on the following criteria:

Maximum Possible Points	Criteria
20 Points	Offeror’s demonstrated experience and expertise in the provision of inmate medical services. Experience shall include reference to current services being provided in facilities or organizations of similar size and volumes as well as experience, training and certifications of the staff, manager, and any other involved personnel.
25 Points	Offeror’s approach to administering the County’s account and response to all requirements included under “Scope of Services” in this Request for Proposals.
15 Points	Past history and references, preferably of those most comparable to Curry County. Offeror shall include a listing of at least five (5) references with proposals, indicating facility location(s), name(s), and telephone number(s) of appropriate contact person. This shall include all current contracts.
10 Points	Financial stability and condition of the offeror’s company
10 Points	Offeror’s approach on handling intake medical screening for inmates.
5 points	Offeror’s approach to handling sick call services for inmates.
10 points	Offeror’s approach to insurance and Medicaid billing and billing management.
5 Points	Offeror’s general response to this Request for Proposals.

Total Maximum Points: **100**

SEQUENCE OF EVENTS

The County Manager will make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	Curry County	5-11-14

2.	Pre-Proposal Conference/Site Visit (Mandatory)	CCADC and Potential Offerors	5-28-14 @ 1:30 p.m.
3.	Deadline to Submit Questions	Potential Offerors	5-30-14 @ 4:00 p.m.
4.	Last Response to Written Questions/RFP Amendments	Curry County	6-3-14
5.	Submission of Proposal	Offeror	6-10-14
6.	Proposal Evaluation	Evaluation Committee	6-10-14 to 6-16-14
7.	Selection of Finalist(s)	Evaluation Committee	6-16-14
9.	Oral Presentation by Finalist	Offeror	N/A
10.	RFP Award	County Commission	7-1-14
11.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	7-2-14 to 7-18-14
12.	Approve Contract	County Commission	7-25-14
13.	Commence Services	Contracted Vendor	8-1-14

CONTRACT REVIEW

The Adult Detention Center Administrator (or designee) and the offeror shall, within thirty (30) days of execution of an agreement, set dates through the scheduled contract term for periodic review meetings between the Detention Center and the health care services personnel, for the evaluation and amendment, if necessary, of the Agreement. These meetings, on a minimum, will need to be conducted quarterly.

The offeror shall, within thirty (30) days of execution of an agreement, formulate a monthly report from which will establish the basis for the periodic review process. The monthly report will be submitted to the Detention Administrator with a copy to the County Manager.

INSURANCE REQUIREMENTS

For the duration of the contract and until all work specified in the contract is completed, the offeror shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated therein. All insurance shall

Curry County Administration
RFP No. 2013/14 – 09
Inmate Medical Services
Page 22

be written to conform to the following. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the offeror and submitted prior to contract start-up date to the office of the County Manager. The County reserves the right to request a complete copy of the offeror's insurance policies anytime throughout the duration of the contract.

The Certificate of insurance shall reflect the following:

All required insurance is in effect.

1. Curry County shall be additional insured on the offeror's general liability and professional liability insurance policies with respect to activities under this contract. The additional insured endorsement shall be ISO form CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
2. The general liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
3. The general liability and professional liability insurance of the offeror shall be primary insurance and any insurance or self-insurance of the Owner shall be excess and not contributory insurance.
4. If for any reason any material change occurs in the coverage during the course of the contract, such change will not become effective until thirty (30) days after the Owner has received written notice of such change.

Required Insurance:

Offeror shall obtain insurance of the types described below from an insurer with an A.M. Bests rating of not less than A-VII:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or similar and shall cover liability arising from products and completed operations, premises, contractual liability, personal injury, and advertising injury.
2. Workers' Compensation Insurance as required by the State.
3. Professional Liability Insurance covering the rendering of medical services in a detention facility.

Limits - Offeror shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, a \$3,000,000 general aggregate.
2. Workers Compensation Insurance with limits as required by Statute.
3. Professional Liability Insurance in an amount of not less than \$1,000,000 per claim.
4. Comprehensive Property Damage liability insurance in an amount not less than \$1,000,000 per occurrence.

In addition, the offeror shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, or equipment of the offeror's.

PROPOSAL CONTENTS

1. The Board of Commissioners of Curry County reserves the right to reject any and all proposals, to waive informality, technical defect, or clerical error in any proposal and to accept the proposal, which in its judgment is the most suitable and advantageous to the County.
2. Payment terms: Payment by credit card (VISA) is the preferred method of payment for Curry County. Payment shall be made net thirty (30) days from invoice date after receipt of goods and services unless additional documentation is requested by the Finance Department to support the expenditure. All invoices shall be submitted directly to the Curry County Finance Department at 700 N. Main, Suite 10, Clovis, NM 88101.
3. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the offerors proposes to furnish which contains variations from the specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County. Offerors shall list on a separate sheet of paper any variations from or exceptions to the conditions and the specifications of this request for proposals. **This sheet shall be labeled: "Exception(s) to the specifications" and shall be included with the proposal.**
4. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the County Manager or designee prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the County Manager or designee. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the County Manager. The County is not responsible for any errors or omissions contained in the offerors proposal.
5. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
6. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement

Code to request that either the entire proposal or the proposed cost of services be kept confidential.

Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Manager in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained in this RFP packet. Verbal responses and/o representation is **not acceptable**.

7. The offeror expressly agrees to defend, indemnify and hold harmless the County and its officer, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s) or property arising out of the provision of goods or services pursuant to this RFP, or by reason of any act or omission, neglect or misconduct of the offeror, the agents, the employees or subcontractors of the offeror or the agents or employees of any subcontractor of the offeror. The indemnify required herein shall not be limited by reason of the specifications of any particular insurance coverage.
8. The State of New Mexico's procurement code, section 13-1-28 through section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
9. The offeror shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from Curry County. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
10. Offeror must, in performance of the work to be performed, agree to fully comply will all applicable federal, state and local laws, licensing, permitting, rules and regulations.
11. Proposals received after the date and time indicated will be kept on file and will be open and considered only in the event that all other proposals are deemed non-responsive.
12. Proposals that do not meet the requirements sent fourth may be considered non-responsible.
13. All proposals submitted shall be binding upon the respondent for ninety (90) calendar days after the proposals submission date.
14. The County reserves the right to negotiate any and all elements of this RFP.
15. Price(s) shown (if applicable) in the proposal shall be exclusive of any applicable gross receipts tax; however, applicable gross receipts tax shall be shown as a separate amount on each billing made under the contract.
16. All practices, materials, supplies and equipment shall comply with the Federal Occupation Safety and Health Act, as well as any pertinent federal, state and/or local codes, laws or regulations.

17. Offerors are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resulting agreement, its rights, title or its interest therein, or its power to execute such agreement to any other person, company or corporation without the prior written approval of Curry County.
18. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
19. Non-conclusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of conclusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
20. Non-discrimination: Offerors, during the performance of this contract, will not discriminate against any employee or applicant for employment based on race, color, religion, creed, political ideas, sex, sexual preference, gender identity, national origin, age, marital status or physical or mental disability except where such is a bona-fide occupational qualification reasonably necessary to perform operations of the offeror. By signing and submitting a proposal, offeror agrees to comply with this paragraph.
21. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
22. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
23. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order, must be brought in the 9th Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
24. Award of this proposal is contingent upon available funding. This solicitation may be awarded in whole, part or none, whatever is deemed in the best interest of Curry County.
25. **Per New Mexico State Executive Order #2007-049 effective July 1, 2008, the following is mandated for all contractors:** If the contractor currently has, or grows to, six (6) or more New Mexico employees, who work, or who are expected to work an average of at least twenty (20) hours per week over a six (6) month period during the term of this contract, the contractor must agree to: A. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer the health insurance to those employees if the expected annual value and the

aggregate of any and all contracts between contractor and Curry County exceed one millions dollars (\$1,000,000) or; B. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer the health employees to those employees no later than July 1, 2009 if the expected annual value and the aggregate of an and all contracts between contractor and Curry County exceed five hundred thousand (\$500,000) or; C. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected value and the aggregate of any and all contracts between contractor and Curry County exceed two hundred and fifty thousand dollars (\$250,000). Bidder must agree to maintain A.) record of the number of employees who have accepted health insurance; B. decline health insurance due to other health insurance coverage already in place; or C.) decline health insurance for other reasons. These records are subject to review and audit by a representative of Curry County. Bidder must agree to advise all employees of the availability of the State publically financed healthcare coverage programs by providing each employee with, as a minimum, the following website link to additional information:
<http://www.insurenewmexico.state.nm.us/>

TERM OF CONTRACT

The contract shall be awarded for a one (1) year period, with the option to renew on an annual basis, for three (3) additional years, for a total of four (4) years. The decision to renew the contract will be at the discretion of Curry County and the selected offeror.

PROCEDURE

1. Procedure: Proposals will be reviewed by an evaluation committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover cost, methods of delivery, and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with offeror. If a satisfactory agreement can be reached, the contract will be awarded to the offeror. Otherwise, negotiations will either be conducted with each subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County. Curry County reserves the right to award the proposal to more than one (1) respondent.

2. Method of award: Award will be made to the offeror whose proposal is determined to be the most professional and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the prices offered will be considered firm and cannot be altered after receipt of proposals.
3. The County reserves the right to award this contract not necessarily to the offeror with the lowest price, but that demonstrates the best ability to fulfill the requirements of this request for proposal.
4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work. Each offeror must submit with their proposal, a fee schedule, for the services to be performed. That fee schedule shall be in a separate envelope, clearly marked on the outside, "FEES". The fees envelope shall not be opened until the County Committee has made their rankings/recommendations and shall only be opened if the County goes into negotiations with the offeror based upon the offeror's submission,

FACILITY INFORMATION AND ORGANIZATION

This section provides information on the Curry County Adult Detention Center and Juvenile Detention Center that may be helpful to the Offeror in preparing the proposal. This information is provided as an overview and is not intended to be a complete and exhaustive description. Curry County reserves the right to make organizational changes.

Curry County Adult Detention and Juvenile Detention are responsible for adult and juvenile, male and female detention. Both the Adult and Juvenile Detention Centers are overseen by the Detention Administrator and her staff and the following functional areas: Operations, classification, administration, food operations, commissary and medical services.

<u>Facility</u>	<u>Location</u>	<u>Capacity</u>
Adult(male)	801 Mitchell, Clovis, NM 88101	208
Adult (female)	801 Mitchell, Clovis, NM 88101	52
<i>The two facilities are across an alley from each other.</i>		
Juvenile (male & female)	700 N. Main (Curry County Courthouse)	16

The mission of the Curry County Adult Detention Center is to ensure the safety of the public by providing a safe, secure and humane environment for all inmates lawfully placed in our custody by the courts, while providing excellent customer service to the public and all participating agencies.

The mission of the Curry County Juvenile Detention Center is to ensure the safety and security of each juvenile. As a public service institution, the JDC must serve the community as a segment of the criminal justice system. To gain respect as an asset to the community, JDC staff must approach their mission with the attitude and behavior that evokes honesty, integrity and professionalism. A healthy and positive attitude toward the mission of the JDC and actions aimed toward the human treatment of those confined can guarantee honor in a profession in which it is demanded.

TERMINATION OF CONTRACT

- A. Termination for cause: Curry County may terminate the contract at any time that the offeror fails to carry out its provisions or to make substantial progress under the terms specified in the contract. Curry County shall be obligated to reimburse the offeror only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

- B. Mutual Agreement: With the mutual agreement of the County and the offeror upon receipt of not less than ninety (90) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

RESPONSIBILITY OF CURRY COUNTY

- A. The County shall be responsible for and provide:
 - 1. Adequate ingress and egress to all health care service areas.
 - 2. Adequate heat, lights, ventilation, and other utilities. Curry County shall provide local intercom and business telephone service to the offeror at no charge. This telephone shall be used only for local service, business-related calls. Should the contract desire local service for personal use and other non-business related or long-distance calls, whether business or personal, separate telephones not connected to the County's system shall be installed at the offeror's expense.
 - 3. Extermination services and removal of trash and/or medical waste products.
 - 4. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling services. The County's maintenance does not include day to day cleaning operations in the infirmary area.
 - 5. Security, control and limitation of inmate movement in, to and from the department, including physical security of employees, supplies, and other authorized visitor.