

ATTENTION VENDORS

If you find that you are not interested in bidding/quoting this particular project, **please fill in this sheet and e-mail it to:**

PURCHASING@DUTCHESSNY.GOV

We are very interested in learning why you do not bid.

PROPOSAL #: **RFP-DCP-104-26**
TITLE: **INCARCERATED INDIVIDUAL HEALTHCARE SERVICES FOR THE
DUTCHESS COUNTY JUSTICE AND TRANSITION CENTER**

VENDOR NAME _____
CONTACT _____
ADDRESS _____
PHONE _____
E-MAIL _____

For purposes of facilitating your firm's response to our bid the County of Dutchess is interested in hearing reasons for failure to respond. If your firm is not responding, please indicate the reason by checking all appropriate items below and returning this form to the address above.

WE ARE NOT RESPONDING BECAUSE:

_____ Items and/or materials requested are not manufactured by us or are not available to our company.
_____ Our items and/or materials do not meet your specifications
_____ Specifications are not clearly understood or applicable _____ too vague _____ too rigid
_____ Quantities too small
_____ Other _____

**INCARCERATED INDIVIDUAL HEALTHCARE SERVICES FOR THE
DUTCHESS COUNTY JUSTICE AND TRANSITION CENTER**

**REQUEST FOR PROPOSALS
RFP-DCP-104-26**



**Proposals Due
NOVEMBER 6, 2026
2:00 pm**

PHONE (845) 486-3670

INSTRUCTIONS AND INFORMATION

Read all documents contained in the proposal specifications.

- Specifications and proposal forms are attached hereto.
- The County of Dutchess official bid documents are obtained from the Empire State Purchasing Group's Regional Bid Notification System at www.bidnetdirect.com/new-york/county-of-dutchess or, if applicable, the Department of Public Works. Copies of bidding documents obtained from any other source are not considered official copies. In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid or RFP are posted on the same website that the official bid documents are obtained: www.bidnetdirect.com/new-york/county-of-dutchess. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date. If you have obtained this document from a source other than the County of Dutchess Purchasing Office, Department of Public Works or the Empire State Regional Bid Notification System, it is recommended that you obtain an official copy. You may obtain an official copy by registering on the Empire State Regional Bid Notification System at www.bidnetdirect.com/new-york/county-of-dutchess or by using the link provided at www.dutchessny.gov, selecting "Government", then selecting "Bidding and RFP Opportunities".
- Proposals must be submitted electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal on or before **2:00 p.m., NOVEMBER 6, 2026**. Please refer to the instructions published with this RFP titled: **Electronic Proposal Submittal Procedures** for instructions on submitting your proposal electronically.

When submitting (uploading) a proposal electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system. **No proposals will be accepted after the designated time or date indicated in the proposal specifications.**

- **The following forms are necessary to be submitted as a proposal, as well as any additional forms requested in the detailed specifications:**
 1. **CS-1 - Proposal form/price pages(s)** Note: some bids may include a separate Bid Proposal Form. Such exceptions will be noted in the proposal specification, **AND/OR**
 2. **CS-1 – Proposer Information/Acknowledgement Form, completed, signed and dated.**
 3. **CS-2 - Non-Collusion Affidavit, completed, signed and dated.**

It is not necessary to submit your copy of the technical specifications with the proposal. They should be retained by the proposer for their records.

- No proposer may withdraw a proposal within one hundred and twenty (120) days after the actual date proposals are due.

INSTRUCTIONS AND INFORMATION (Cont'd)

- Should the proposer find discrepancies or omissions in the specifications, he/she will notify the Purchasing Agent at purchasing@dutchessny.gov, at once. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any proposer by any person or persons. Changes or revision to specifications changes will be posted as an addendum on the following website: www.bidnetdirect.com/new-york/county-of-dutchess. Bidders must check this website regularly for addendum, which may include significant changes to the bid specifications. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any bidder by any person or persons.
- The Purchasing Agent, and/or his/her designee, will be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes will be posted as an addendum on the following website: www.bidnetdirect.com/new-york/county-of-dutchess. Bidders must check this website regularly for addendum, which may include significant changes to the bid specifications.
- Written questions and inquiries concerning this Request for Proposals will be submitted to Sarah Andrews at sandrews@dutchessny.gov with a copy to Renee Osterhoudt at rosterhoudt@dutchessny.gov **on or before the date and time stated in the bid documents**. **Verbal questions will not be entertained.**
- References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work offered are of equal quality to that specified and equally acceptable to the County of Dutchess for its purposes. Exceptions will be clearly stated. The Purchasing Director will determine equal products or services.
- The County of Dutchess guarantees no minimum or maximum purchase.
- Proposers who are required to adhere to the prevailing wage schedule will obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract. The County may audit adherence to this schedule at any time during or after the contract period. All contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.
- The Purchasing Agent reserves the right to reject all proposals, parts of all proposals, or all proposals for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interest of the County.
- The County of Dutchess reserves the right to award to single or multiple vendors, in whole or in part, by item, by class, by category, or to establish primary/secondary contracts, whichever the County deems to be in the best interest of the County of Dutchess.
- The contract will be awarded to the RESPONSIBLE PROPOSER best meeting the needs of the County, who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the County of Dutchess in its contractual relations.

INSTRUCTIONS AND INFORMATION (Cont'd)

- The County reserves the right to require supplementary financial or other information from all bidders to assist in determining the qualifications of bidders.
- Upon acceptance of any proposal, the successful proposer will execute a contract, if applicable, in accordance with the specifications, with the County of Dutchess, State of New York. If the successful proposer fails or refuses to execute the contract, furnish the required insurance or bonding, or otherwise complete the contract process, and the County is still within one hundred twenty (120) days of the proposal opening, the County may, at its sole discretion void the award and award the contract to the next highest-scored responsible proposer. Nothing in this section permits an awarded proposer to withdraw from or decline the award without penalty or without being deemed in default.
- A contract will not be assignable by the contractor in whole or in part without the written consent of the County of Dutchess.
- All or any Dutchess County department may participate in the resulting contract(s). Each ordering agency will be invoiced directly for their orders and will receive shipments at their designated locations.
- The County of Dutchess reserves the right to allow other governmental entities, to purchase any goods and/or services awarded as a result of this proposal. However, it is understood that the extension of such contracts is at the discretion of the vendor and the vendor is only bound to any contract between the County of Dutchess and the vendor. Dutchess County will have no responsibility in the dealings between the vendor and any other governmental entity other than Dutchess County.
- Prior to any vendor receiving payment for goods and/or services rendered, the County of Dutchess requires that all vendors have a current completed IRS form W-9 on file with the County of Dutchess finance department.
- A contract will be deemed in force only to the extent of appropriations available to each department for the purchase of such articles or services. The County's extended obligations on those contracts that envision extended funding through successive fiscal periods will be contingent upon actual appropriations for the following years.
- The County reserves the right to terminate the purchase order and/or contract at any time prior to the contractual or purchase order end date.
- By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.
- Dutchess County encourages submission of Proposals by certified Minority and/or Women-Owned Business Enterprises (MWBE) and/or Disadvantaged Business Enterprises (DBE).

INSTRUCTIONS AND INFORMATION (Cont'd)

- The County is encouraging the use of electronic payment (via ACH) to entities that it does business with. Any awarded vendor will be requested to receive payments through an ACH.

- **CONFIDENTIAL/TRADE SECRET INFORMATION**

The County of Dutchess is subject to New York State's Freedom of Information law (FOIL). Should your submission, to this RFP, contain "trade secrets", or other information that the disclosure of which could reasonably be expected to be harmful to business interests, you will ensure that such information is clearly identified and marked as such. Identification will be specific by item or paragraph.

Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request or make representation explaining why the information should not be disclosed.

- **GRIEVANCE AND PROTEST PROCEDURES:**

1. Any protest to the Division of Central Services' consideration of any bid must be submitted in writing to the address listed below and received by the Director of Central Services no later than five (5) calendar days after the bid award. A written reply to the protest will be sent to the protesting bidder by the Director of Central Services.

Address:

Sarah Andrews
Director, County of Dutchess Office of Central and Information Services
Division of Central Services
378 Violet Avenue, Suite 2
Poughkeepsie, NY 12601

2. The protest will contain:

- Identification of the statute or procedure that is alleged to have been violated;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Aggrieved party's argument and support documentation.

Any notice of protest received after the deadline will not be considered.

- **NOTE: VARIATIONS AS STATED IN THE BID SPECIFICATIONS TAKE PRECEDENCE OVER THIS INSTRUCTIONS AND INFORMATION SECTION.**

REQUEST FOR PROPOSALS

INCARCERATED INDIVIDUAL HEALTHCARE SERVICES FOR THE DUTCHESS COUNTY JUSTICE AND TRANSITION CENTER

1.0 INTRODUCTION

The Dutchess County Justice and Transition Center invites all qualified individuals and firms hereinafter referred to as "Proposers" experienced in the delivery and management of correctional or institutional healthcare to submit a proposal for incarcerated individuals' healthcare services at the Dutchess County Justice and Transition Center, hereinafter referred to as "County", or "DCJTC".

It is the intent of these specifications to secure a high-quality health care delivery system for the adult inmates at the Dutchess County Justice and Transition Center, located at, 150 North Hamilton Street, Poughkeepsie, NY 12601.

The County anticipates awarding a sole supplier for this Comprehensive Health Services Contract.

2.0 BACKGROUND

The Dutchess County Justice and Transition Center opened in March 2024 and is a maximum, medium, and minimum-security county correctional facility, located at 150 North Hamilton Street, Poughkeepsie, New York, 12601. The facility's superintendent is Colonel William T. Moore. The facility has a maximum capacity of 307 beds and houses both male and female incarcerated individuals. The facility serves Dutchess County, which has a population of approximately 302,000 residents. The average daily population count in 2026 for the Dutchess County Justice and Transition Center is approximately 246 individuals, with a high of 257 and a low of 236, representing an average of approximately 103 total admissions this year, to date.

In 2025, the average daily population count was 263 individuals, with a high of 290 and a low of 236, with an average of 98 total admissions.

*Count is based on: midnight head count = count for the day prior.

This facility consists of five (5) individual occupancy units, one (1) multiple occupancy unit for general housing and two (2) individual housing units for medical and mental health observation. The breakdown for housing is as follows:

Housing Unit Alpha

- Maximum incarcerated individual capacity: 50
 - 36 Total in main unit
- Number of sub-dayrooms on unit: 3
 - 4 in sub dayroom #1
 - 5 in sub dayroom #2
 - 5 in sub dayroom #3
- Number of medical room(s) on unit: 1

Housing Unit Bravo

- Maximum incarcerated individual capacity: 49
 - 39 total in main unit
- Number of sub dayrooms on unit: 2
 - 4 in sub dayroom #1

- 6 in sub dayroom #2
- Number of medical room(s) on unit: 1

Housing Unit Charlie

- Maximum incarcerated individual capacity: 50
 - 32 total in main unit
- Number of sub-dayrooms on unit: 6
 - 4 in sub dayroom #1
 - 4 in sub dayroom #2
 - 4 in sub dayroom #3
 - 2 in sub dayroom #4
 - 2 in sub dayroom #5
 - 2 in sub dayroom #6
- Number of medical room(s) on unit: 1

Housing Unit Delta

- Maximum incarcerated individual capacity: 50
 - 36 total in main unit
- Number of sub-dayrooms on unit: 3
 - 4 in sub dayroom #1
 - 6 in sub dayroom #2
 - 4 in sub dayroom #3
- Number of medical room(s) on unit: 1

Housing Unit Echo

- Maximum incarcerated individual capacity: 30
- Number of sub dayrooms on unit: 0
- Number of medical room(s) on unit: 1

Housing Unit Foxtrot

- Maximum incarcerated individual capacity: 50
 - 36 total in main unit
- Number of sub dayrooms on unit: 4
 - 2 in sub dayroom #1
 - 2 in sub dayroom #2
 - 5 in sub dayroom #3
 - 5 in sub dayroom #4
- Number of medical room(s) on unit: 1

Housing Unit Male Medical

- Maximum incarcerated individual capacity: 18
 - 15 total in main unit
- Number of sub dayrooms on unit: 1
 - 3 in sub dayroom #1
- Number of medical room(s) on unit: 1

Housing Unit Female Medical

- Maximum incarcerated individual capacity: 10
 - 7 total in main unit
- Number of sub dayrooms on unit: 1
 - 3 in sub dayroom #1
- Number of medical room(s) on unit: 1

Each individual occupancy housing unit houses one (1) incarcerated individual per cell

Medical information

- Medical room in admissions: 1
- Medical Clinic:
 - Dental Exam room
 - Exam room #1
 - Exam room #2
 - Exam room (Spare)
- Medical Professional Areas:
 - Medical Breakroom
 - Supply Storage
 - Restroom
 - Doctor's Office
 - Administrative Assistant
 - Medical Administration (Director of Nursing)
 - Medical Administration (Health Services Administrator)
 - Social Worker's Office
 - Medical Storage
 - Equipment Storage
 - Laboratory
 - Medical Clinic Circulation (Main Medical Nurse's Station)
- Housing unit
 - Medical station between Male Medical and Female Medical

3.0 SCOPE OF SERVICES

This RFP is for a single comprehensive health care authority to provide twenty-four-hour comprehensive medical, dental, mental health, substance abuse and pharmaceutical services to all inmates lawfully committed to the DCJTC, including contracted (per diem) inmates. The Contractor will be the sole supplier and coordinator for all healthcare programs affecting the facility, and as such will be responsible for the implementation of all necessary and clinically appropriate care throughout the term of the contract. The Contractor will also be responsible for compliance with any court orders or legal directives regarding health care services, should one be directed.

The contractor's responsibility to each incarcerated individual shall commence upon commitment of such person to the control of the County. The term "commitment" as used in this agreement shall mean the booking at the Dutchess County Jail of persons who have been arrested for violation of laws, or otherwise detained pursuant to any order of law. This will include commitments known as bedside bookings when an arrestee is committed to the DCJTC while at the (e.g.) ER or hospital.

The Contractor will be financially responsible for all medical costs incurred.

3.1 General Requirements

The awarded Contractor will be responsible for meeting the following, but not limited to, general requirements under this contract:

- 3.1.1 Provide clinically necessary medical, dental, and psychiatric services to all inmates, principally on-site, effectively and efficiently.
- 3.1.2 Maintain NCCHC accreditation and standards for the full duration of the contract and without lapse.
- 3.1.3 All services must meet or exceed regulations and standards established by the New York State Commission on Correction (SCOC). The contractor will maintain compliance with all standards established by SCOC.
- 3.1.4 Establish and execute a site-specific health care model with clear objectives, policies and procedures, manuals, and on-going quality assurance audits consistent with national and state standards.
- 3.1.5 The Contractor must comply with Dutchess County Justice and Transition Center policies and procedures and must incorporate site specific policies and procedures into the DCJTC format within sixty (60) days after go-live.
- 3.1.6 Provide substance abuse treatment services, for inmates including counseling and programs. The Contractor must cooperate with the Courts, Probation, County agencies, MAT grants, and all other relevant agencies regarding incarcerated individuals' case files pertaining to substance abuse concerns/issues.
- 3.1.7 Maintain complete and accurate records of all medical, dental and mental health care. Collect, analyze and distribute health statistics on a regular basis and as needed to appropriate agency administrative personnel.
- 3.1.8 Provide infectious disease control for the facility and provide reports to the Dutchess County Department of Health as appropriate.
- 3.1.9 Operate the health care program in a manner consistent with the inmates' rights to basic health care services.
- 3.1.10 Maintain a collaborative relationship with DCJTC personnel, monitoring, and operational staff.
- 3.1.11 Continuously monitor for funding sources to offset costs and provide quarterly updates of status. Monies recovered must be returned to the DCJTC.
- 3.1.12 The Contractor and subcontracted staff must not issue any press or media releases without the expressed written consent and approval of the DCJTC Sheriff (or Designee.)

3.2 Specialized Requirements

The awarded Contractor will be responsible for meeting the following, but not limited to, specialized requirements under this contract:

- 3.2.1 **Clinic Operations:** The Contractor must provide health services 24/7/365, including holidays for all necessary care.
- 3.2.2 **Accreditation Standards:** Dutchess County Justice and Transition Center is nationally accredited by the National Commission on Correctional Health Care

(NCCHC) and successfully meets all regulations and standards of the New York State Commission on Correction (SCOC) for adult correctional institutions. By responding to this Request for Proposals (RFP) the Proposer verifies that it has read and understood the medical standards established by NCCHC and SCOC. The Proposer further verifies that by responding to this RFP, the Proposer intends to design and maintain a healthcare delivery system which meets or exceeds the minimum regulations and medical standards established by NCCHC and SCOC. The most recent NCCHC Accreditation Survey occurred in April 2026. The Contractor will cooperate with the DCJTC Standards and Compliance Office to provide proofs and reports of compliance with all appropriate accrediting standards. It is imperative that the Proposer fully understand the reporting requirements and proofs necessary to maintain compliance with NCCHC and SCOC. DCJTC will not specifically address all NCCHC and SCOC regulations and medical standards in the RFP, however it is explicitly required that the Proposer understands and must comply with each and every NCCHC and SCOC compliance criteria to remain successfully compliant and accredited.

3.2.2.1 The DCJTC has a Compliance Officer who has oversight of all facility accreditation matters, including policy & procedure development, collection, and management of required proofs to show compliance. The Contractor must work closely with this office in policy development and provide required proofs according to all NCCHC and SCOC standards. The Contractor must perform any required or appropriate health related inspection as they relate to these standards within the overall institution.

3.2.2.2 The Contractor must schedule and pay for the accreditation costs, including any between-year mock surveys. The Contractor must cooperate with any audit or surveyor team and implement any corrective action/measures officially requested. In the event of a dispute between the Contractor and an accrediting agency, the accrediting agency's determination regarding accreditation standards and criteria shall be final; however, the Sheriff (or designee) shall have final authority on all matters of compliance. DCJTC must be provided with a copy of all auditing reports regardless of internal or external agencies.

3.2.3 General Staffing Requirements:

DCJTC has revised the current staffing and has provided the minimum staffing matrix (attachment G). Proposers are to price based off this matrix (Attachment G). Prior staffing plans will not be provided. Proposers will notice three positions on the staffing matrix (CASAC, Discharge Planner, and Recovery Peer Support Specialist) have an asterisk. These three positions are supported in part by the County. DCJTC would like to carve these three positions out from the county and incorporate these positions into the medical contract. The cost however, must be evaluated before these decisions can be made. Include these positions in your pricing.

If any Proposer wishes to provide an alternate staffing plan, and/or delivery model, and/or aggregate caps, and/or other co-share, then the Proposer must submit a Proposal in accordance with the provided minimum staffing, and delivery model, in accordance with Section 9.0, AND IN ADDITION TO, submit a Alternative Proposal in accordance with Section 9.0 of RFP. Each change or variant must be fully explained in order for the selection committee to review. Proposers submitting an alternative staffing plan must provide a separate pricing

proposal for the alternate plan (in accordance with Section 9.0). To clarify, all Proposers must submit an all-inclusive comprehensive pricing proposal based upon the staffing plan found in the RFP. Attachment G). This is required in order for the selection committee to make fair comparisons among all Proposers submitting an all-inclusive comprehensive price. Proposers submitting an alternate staffing plan shall submit two price proposals (one that matches the staffing plan contained in RFP and the other will be the alternate proposal submitted in accordance with Section 9.0).

Examples of alternative staffing plans that must be submitted in accordance with Section 9.0, could include alternative staffing, and/or alternative delivery models, and/or aggregate caps, and/or other co-share.

3.2.3.1 On-call: The Contractor is required to provide 24/7/365 physician and psychiatric on-call services.

3.2.3.2 The DCJTC is responsible for protecting current, long-term Contractor employees by ensuring that the selection of a new Contractor does not cause a significant change in their benefits and costs. There will not be any lapses in employee and family health insurance for current employees being retained. All existing staff will retain their current date of hire for PTO and merit increases. Dates of hire will not be provided to Proposers as the DCJTC is not privy to that information.

3.2.3.3 The DCJTC recognizes the value and dedication of long-term medical staff, and seeks to promote workforce stability, employee retention, and continuity of care. Therefore, Proposers must describe how their proposed benefits package will support the retention of existing staff and minimize any reduction in leave benefits for employees who may transition to the successful Contractor. The County reserves the right to consider the impact of proposed benefits on employee retention and continuity of healthcare services as part of its evaluation

3.2.3.4 DCJTC is a smoke free institution. Smoking is only allowed in certain designated outside areas. Be aware that smoking and other outdoor breaks can promote an unfair productivity workload upon those employees who do not take similar outdoor breaks. This should be closely monitored by the Contractor. Any Contractor staff needing to leave their assigned post duties for a smoke break or otherwise leave the facility must be required to clock out/in for the duration of the break. The Contractor is always responsible for making sure adequate medical staff are assigned to mandatory posts and available to respond to emergencies. DCJTC understands the need for breaks during a shift and does recognize those employees leaving their assigned posts take longer to clear security checkpoints should the need arise to respond to an emergency.

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

It is expected the Contractor will remove any site employee not deemed acceptable to DCJTC. This is essential in situations where safety and security are compromised. Often times company policies offer multiple steps of corrective action which may not always be compatible with DCJTC operations

and safety. It is anticipated that the Vendor will act appropriately in corrective action and not force the jail to act.

3.2.3.6 Reimbursement for Unfilled Staffing Positions: DCJTC will be entitled to reimbursement for staffing positions that were paid for but not provided by the Contractor. DCJTC and the Contractor will jointly determine a direct compensation rate applicable to each employee classification (including, but not limited to, Registered Nurses (RNs), Licensed Practical Nurses (LPNs), and other staffing categories). The direct compensation rate will include the employee's average hourly wage, average shift differential rates, and applicable payroll taxes.

If a position remains vacant and unfilled for more than twenty-five (25) aggregate calendar days, the Contractor's assessed penalty will increase to one hundred fifty percent (150%) of the applicable direct compensation rate for the unfilled position.

The twenty-five (25) aggregate calendar day vacancy window is intentionally established to prioritize continuity of services. Contractor is expected to utilize PRN staffing, shift adjustments, or overtime coverage to ensure position critical duties are maintained during recruitment.

Position Backfill: Contractor must backfill clinical positions per the staffing matrix (Attachment G). Vacant shifts are subject to reimbursement. Unplanned Provider absence hours must be made up as soon as possible to address any backlog. At the discretion of the Sheriff (or designee), make-up hours could mitigate penalties.

The Contractor must prepare a monthly staffing credit report to be submitted to the Superintendent (or designee). The agreed upon penalty will be deducted from the monthly invoice.

3.2.3.7 Position Qualifications:

3.2.3.7.1 Health Service Administrator (H.S.A.) The Contractor will be required to have one full-time Health Services Administrator position appointed by the Contractor and subject to the approval of the Sheriff (or designee). The Health Services Administrator is responsible for the management of health services, staffing, and the development of policy and procedures for ensuring that the delivery of services meet the requirements of the SCOC and NCCHC standards. The Health Services Administrator will be available to the Superintendent either in person or by phone twenty-four (24) hours per day, seven (7) days per week. Note: Although a Contractor employee, the H.S.A. will work closely with the Superintendent (or designee) as required.

3.2.3.7.2 Director of Nursing (D.O.N.) will be actively monitoring all components of the clinical operation and ensuring staff are fulfilling their responsibilities and duties. The DON will be responsible with the H.S.A. for clinical and operational oversight. The DON will be appointed by the Contractor, subject to the approval of the Sheriff (or designee).

- 3.2.3.7.3 Medical Director** The Medical Director will be appointed by the Contractor, subject to the approval of the Sheriff (or designee), and have delegated responsibility for final medical judgements and for assuring the quality of the health care services provided to inmates.
- 3.2.3.7.4 Nurse Practitioners** The Mental Health NP, and Medical NP will be appointed by the Contractor and subject to the approval of the Superintendent.
- 3.2.3.7.5 Mental Health Counselors and Psychiatry.** Mental health counselor positions will be staffed by qualified professionals holding a, MSW, or higher. These individuals will provide direct therapeutic services, support treatment planning, and assist in coordinating care for inmates with mental health and substance use needs. It is required to have on-site psychiatry and mental health services. The use of mental health Telepsych services must be approved by the Superintendent.
- 3.2.3.7.6 Nursing Staff** – All nursing services positions including Registered Nurses and Licensed Practical Nurses must be filled in sufficient numbers to deliver the services.

3.2.4 Mental Health Miscellaneous Requirements:

Clinical clearance for removing incarcerated individuals from suicide watch or constant observation is strictly limited to the Psychiatrist, Medical Director, mid-level providers, or Mental Health Counselors, where permitted by organizational policy. Suicide and constant observation beds are limited. Therefore, the Contractor must establish procedures in which licensed providers will review all suicide watch and constant observation patients on weekends and holidays in order to authorize the removal of patients clinically cleared to be moved from the suicide watch or constant observation unit (Please note that the Contractor may utilize Telemedicine as an option to meet this need). Telemedicine is the financial responsibility of the Contractor, with no additional cost to the County.

- 3.2.4.1** Mental health staff will review the sentencing orders of inmates returning from sentencing courts. Any inmates receiving a sentence of five years or more will routinely be placed on a watch until otherwise cleared by mental health professionals. Inmates receiving lengthy sentences are at higher risk for suicide. By submitting their Proposal, Contractor understands and acknowledges this requirement.
- 3.2.4.2** The Contractor will specify a program of individual and group counseling services that will be provided as part of the overall mental health services program. Counseling will target male and female incarcerated individuals
- 3.2.4.3** Inmates on psychotropic medications will receive follow up care at a minimum of once every 90 days or more often as clinically indicated. These patients will be established in the chronic care clinic schedule.
- 3.2.4.4** The DCJTC requires the Contractor provide psychiatry, mental health mid-level, and mental health counselor hours in the jail. Any use of telemed encounters for the psychiatrist or mental health mid-level must be approved by the Superintendent.

3.2.5 Medication-Assisted Treatment (MAT) Program:

The Dutchess County Justice and Transition Center (DCJTC) operates a proactive, County-supported Medication-Assisted Treatment (MAT) program designed to address opioid use disorder (OUD) and other qualifying substance use disorders within the incarcerated population. The Contractor must maintain, enhance, and operate a comprehensive MAT program that identifies, treats, and supports individuals throughout their incarceration.

The MAT program must fully comply with all applicable federal, state, and local regulations, including requirements established by SAMHSA, the DEA, SCOC and NCCHC standards. The Contractor is responsible for ensuring that all clinical practices, medication protocols, staffing, documentation, and security procedures meet or exceed these regulatory and accreditation expectations.

While the County will retain ultimate financial responsibility for Medication-Assisted Treatment (MAT) medications, the Contractor will advance payment for MAT medications to ensure timely access to clinically appropriate treatment and avoid any disruption in patient care. The Contractor will then seek reimbursement from the County through a transparent and documented reimbursement process. This approach supports continuity of care, operational efficiency, and adherence to evidence-based treatment standards. Contractor maintains primary responsibility for all other costs associated with the MAT program including all professional, clinical, administrative, storage, inventory-control, lab services, and medication-administration services associated with the MAT program.

3.2.5.1 MAT Program Objectives

- Provide evidence-based treatment for OUD using FDA-approved medications.
- Reduce withdrawal-related medical emergencies and hospitalizations.
- Support continuity of care from intake through release.
- Integrate behavioral health, medical, and substance use services.
- Reduce recidivism and overdose risk post-release.

3.2.5.2 Required MAT Medications

The Contractor must provide access to all FDA-approved MAT medications, including:

- Methadone (through local clinic)
- Buprenorphine, Buprenorphine/Naloxone
- Sublocade, Brixadi, and Vivitrol (injectables)

3.2.5.3 MAT Screening & Intake Requirements

The Contractor must implement a standardized intake process that includes:

- Evidence-based screening tools (e.g., CIWA, COWS, ASAM criteria).
- Verification of community prescriptions when possible.
- Immediate assessment for withdrawal risk.
- Identification of inmates eligible for MAT continuation or induction.
- Documentation in the (EHR).

3.2.5.4 MAT Induction & Stabilization

- Clinically appropriate induction protocols for buprenorphine or naltrexone.
- Withdrawal management consistent with best practices.
- Daily monitoring during induction.

3.2.5.5 MAT Ongoing Treatment

- Regular provider visits (mental health or medical provider).
- Medication management and dosage adjustments.
- Behavioral health counseling (individual and group).
- Coordination with mental health services for co-occurring disorders.

3.2.5.6 MAT Continuity of Care

- Release planning with community providers.
- Warm handoffs to outpatient MAT programs.
- Provision of naloxone upon release when appropriate.

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

3.2.7 Infirmary: DCJTC does not operate an infirmary. The Contractor is expected to manage medical acuity in observation cells.

3.2.8 On-Site Specialty Care:

The Contractor must establish a process for on-site specialty care as is clinically appropriate. Contractor is financially responsible for all on-site care and on-site specialty services, at no additional cost to the County. Pre-existing conditions must be evaluated and treated on-site as clinically appropriate.

3.2.8.1 Contractor shall be financially responsible for all on-site clinics provided by community specialists requiring corporate authorization and/or UM tracking. Contractor will be financially responsible for any and all off-site treatment to include any procedures and other ancillary services and support. The Contractor will manage medical claims. It is important to DCJTC that community healthcare providers are paid timely. It reflects positively on the reputation of the DCJTC and ensures provider participation with the jail's inmates.

3.2.9 Off-Site Care and Utilization Management: Contractor will provide all off-site care and utilization management (UM) activities on behalf of DCJTC to ensure all off-site care is clinically appropriate and necessary. Off-site care which is elective in nature is not provided. The Contractor will be financially responsible for off-site care claims management and payment, at no additional cost to the County. The Contractor will manage and pay for all medical claims. It is important to DCJTC that community healthcare providers are paid timely. It reflects positively on the reputation of the DCJTC and ensures provider participation with the jail's inmates.

3.2.9.1 Medical Transportation: DCJTC will provide security as necessary and appropriate in connection with the transportation of any incarcerated individuals between the DCJTC and needed off-site services. Urgent or emergency care transport by 911 must be coordinated with the Shift Commander.

3.2.9.1.1 The Contractor must coordinate with DCJTC Transportation, all routine off-site specialty care appointments. Contractor must provide necessary medical records, claims/billing information, and any other appropriate medical information in a sealed envelope for transportation officers to deliver to the specialist.

3.2.9.2 The current process followed by DCJTC when an individual is committed to the DCJTC, the Contractor is financially responsible for all care. Individuals with pre-booking injuries and those needing medical clearance or determined not fit for confinement by medical staff are not refused at Booking but rather committed to DCJTC. If the incarcerated individual needs to go to the ER, the DCJTC will transport to the ER or appropriate care center, at which time the Contractor will assume financial responsibility. In some cases, commitment will be conducted by DCJTC remotely (bedside).

3.2.9.3 Contractor's Medical Director, H.S.A. or Director of Nursing shall monitor all inpatient care and will communicate directly with the attending hospital providers to obtain updates and, to jointly determine when a patient can safely return to the facility. The DCJTC believes this communication better serves patient care. Communication by corporate clinicians and case managers bypasses direct site medical management involvement, facility capability and custody input. The medical director, H.S.A. and DON must meet regularly to discuss significant care needs, specialty care referrals and hospitalizations. DCJTC requires the Medical Director and on-site management team be aware of current and potential inmates' medical issues as well as inpatient progress.

3.2.9.4 Contractor must have a process in place to capture insurance information at booking. In the event any offsite care claim(s) are covered by insurance or Medicaid, the Contractor must credit DCJTC for the full reimbursed amount. The Contractor is permitted to retain fifty percent (50%) of the credited amount as an administrative processing fee, forwarding the remaining fifty percent (50%) to DCJTC. This credit mechanism operates under the same principle as staffing vacancy credits. Because the Contractor's all-inclusive pricing includes the anticipated costs of off-site care, any subsequent savings and/or reimbursement from third-party insurance or Medicaid represents a duplicate payment for that care. Therefore, the savings or recovered funds must be credited back to DCJTC, minus the permitted 50% administrative fee. In the event Contractor is unable to obtain the net payment of a claim paid by a third party payer, contractor is to provide the Medicare rate based on either the Inpatient Prospective Payment System's DRG or the Outpatient Prospective Payment System's based on primary procedure code.

3.2.10 Elective Medical Care: The Contractor is not responsible for providing elective medical care. Elective medical care is described as medical care which in the opinion of the Contractor's Medical Director and utilization management department is neither medically urgent nor threatens life or limb if withheld, nor causes the inmates' health to deteriorate or cause permanent harm to the inmates' well-being. It is incumbent that

the Contractor be aware of community standards which might influence elective medical care. The Contractor must diligently manage offsite care. The Contractor agrees to wholly indemnify DCJTC from any clinical decisions regarding or criteria used in determining elective medical care.

3.2.11 Network Development: The Contractor shall be responsible to negotiate discounts with community providers for both on-site and off-site medical services. The Contractor site administration must coordinate all on/off site specialty care with Jail Administration.

3.2.12 Pharmaceutical Management: The Contractor must provide all pharmacy services, utilization, management and reporting, and is responsible to operate the Pharmacy according to all applicable local, state, and federal laws. The Contractor is fully responsible for the cost of medications. The name of the subcontracted pharmaceutical provider must be submitted with the proposal. The pharmacy company will provide delivery service a minimum of six (6) days per week. Arrangement with a local pharmacy must be provided to ensure availability of emergency and back-up drugs on a 24/7 basis.

3.2.12.1 All controlled substances must be strictly managed and accounted for each change of shift.

3.2.12.2 The Contractor must provide monthly pharmacy cost, and utilization reports as well as the monthly FMR from the Vendor's pharmacy.

3.2.12.3 Contractor shall have a process to ensure incarcerated individuals discharged from the jail will be provided with a 14-day supply of medication at no cost to the individual.

3.2.12.4 Pharmacy and Therapeutics Committee (PTC) meetings must be held quarterly. The Contractor's pharmacist must conduct pharmacy inspections at a minimum, quarterly.

3.2.12.5 Medication Administration: Medication Administration Records must be completed at the housing units at the time each medication is administered. The Contractor's EMR must have functionality for computerized physician ordering and electronic Medication Administration Record (eMAR). WiFi is available throughout the facility.

3.2.12.6 The Contractor must supply all IV supplies, solutions and medications. Contractor must ensure IV medication will be available to administer to the patient within 6 hours of on-site or specialty provider order.

3.2.13 Booking Process: Medical receiving and admissions screenings will be conducted by Registered Nurses (RNs). Admissions to DCJTC occur 24 hours per day, 7 days per week, and medical receiving screenings will be completed as soon as practicable, but no later than four (4) hours following admission.

For pre-booking injuries or medical conditions, the Contractor will assume financial responsibility upon the individual's commitment to the jail. Any newly admitted individual requiring urgent or emergency medical evaluation, but not requiring a 911 response or ambulance transport, will be committed to the jail and transported by facility staff to the appropriate level of care, with the Contractor assuming full financial responsibility for associated medical services.

If an arrestee arrives to the jail and requires a 911 and ambulance response, or if the arrestee is brought to the emergency room or admitted prior to arrival at the jail, the Contractor will assume financial responsibility upon commitment, even though the inmate may still remain at the ER/hospital. This is known as a bedside commitment. The contractor is financially liable once the bedside commitment occurs.

Timely clinical assessment of all new admissions is essential to maintaining safety and continuity of care. Accordingly, whenever a Booking Officer requests a medical evaluation of a newly admitted individual, the assigned nurse will respond immediately to the booking area to conduct the assessment and not delay. New admissions will receive a 14-16 panel urine drug screen at intake to test for alcohol and other substances, including fentanyl, the cost for the testing material is the responsibility of the Contractor.

In the process of conducting admissions receiving screenings, medical staff must be diligent in immediately conducting documented notification to the Shift Commander upon discovering inmates with acute conditions, injuries, illness, or communicable disease, or admission denial. Examples of conditions may include but are not limited to those involving the following:

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

3.2.14 Drug & Alcohol Withdrawal: Inmates reporting the use of drugs and/or alcohol at the time of the receiving screening must be evaluated at that time for continuation and/or initiation of withdrawal management. Inmates placed on a drug or alcohol withdrawal protocol shall be monitored closely to include the checking of vital signs at least once per shift until cleared from the protocol. A CIWA, COWS or another nationally recognized flowsheet must be utilized. DCJTC proactively adheres to Medication Assisted Therapy (MAT). Incarcerated individuals with opioid use disorders will be assessed for participation in MAT.

3.2.15 X-Ray Services: The Contractor shall be responsible for providing on-site x-ray services. A process for Stat X-rays must be in place for on-site urgent care. On-site ultrasound services must also be available, as needed. All such services will include over-read by a board-certified radiologist. Contractor is financially responsible for all costs incurred, at no additional cost to the County. This service is not applicable for an aggregate cap inclusion.

3.2.16 Laboratory Services: The Contractor will be responsible to provide on-site laboratory services for basic testing such as blood glucose, urine dipstick, urine pregnancy, and drug testing. The Contractor will also provide on-site phlebotomy services for collecting specimens for transport to the contracted lab. Lab will be Contractor interfaced into the EMR. The Contractor must provide a process for stat lab services which include specimen pick up within one (1) hour of notification, and/or a local lab testing facility within driving distance from the

DCJTC facility. Contractor is financially responsible for all costs incurred, at no additional cost to the County. This service is not applicable for an aggregate cap inclusion.

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

3.2.18 Electronic Medical Record (EMR) Requirement: The Contractor must provide, implement, maintain, and support a comprehensive Electronic Medical Record (EMR) system for all healthcare services delivered under this contract. The Contractor will be financially responsible for all EMR costs, including but not limited to implementation, integration and interfacing, training, start-up, monthly maintenance, software updates, forms and reporting development, etc. The EMR must securely document all patient encounters, diagnoses, medications, treatments, laboratory results, orders, and other clinical information; support electronic prescribing and reporting; maintain appropriate audit trails; and comply with all applicable federal, state, and local privacy and security requirements, including HIPAA. The Contractor must provide all software, licensing, training, interfaces, data storage, technical support, system updates, and any other hardware necessary to ensure continuous operation of the EMR throughout the contract term at no additional cost to the County. EMR must interface with pharmacy, lab, and x-ray. JMS is New World. The jail has facility wide WiFi. Proposal response for EMR solution shall be placed in Attachment A – **Proposer Response Questionnaire Form** and not exceed three (3) pages.

3.2.18.1 Upon contract termination the Contractor will cooperate with the new medical services Contractor to ensure a smooth transition and complete data dump ensuring the new medical Contractor has all medical records available for the next EMR. The DCJTC nor the future Contractor shall incur any cost for the transition of medical records and data dump.

3.2.18.2 The Contractor will acknowledge and agree that the medical records belong to the DCJTC and as such will provide to the Sheriff or designee, read only access to the EMR.

3.2.19 Records Retention: In addition to the EMR data dump that will be provided to the DCJTC at contract termination, the contractor must retain a copy of all medical records electronically for a period of ten (10) years from the completion of the contract. The contractor must keep a copy of all records pertaining to the contractor's services for a period of ten (10) years.

3.2.20 Equipment, Instruments, & Medical Supplies: All equipment, instruments, and medical supplies are the financial responsibility of the Contractor to procure. Maintenance and repair of DCJTC owned medical equipment, including routine service due to normal wear & tear, will be the financial responsibility of DCJTC. Any damage to county owned equipment resulting from negligence or abuse will be the financial responsibility of the contractor. The DCJTC shall make the determination between normal wear and tear and abuse or neglect

3.2.21 Continuous Quality Improvement Program (CQIP): The Contractor must maintain a comprehensive CQI program compliant with NCCHC and SCOC regulations and

standards. Medical record audits will occur monthly. CQIP studies of interest may be required by DCJTC regardless of the Contractors CQI schedule. Contractor is encouraged to have all staff rotate studies to assist in CQIP and professional development. The Contractor is informed, this requirement is to be fully compliant with NCCHC, and the Contractor is completely responsible for understanding all compliance criteria of the standards.

3.2.22 Environmental Inspections: The Contractor will participate in the monthly facility environmental inspection as requested which will include monthly inspections of the kitchen and laundry rooms.

3.2.23 Health Care Records: At contract termination, all inmate medical records will remain the property of the DCJTC and must be retained according to state law provided. The Contractor and/or its independent licensed professionals must have reasonable access to such records when necessary to enable them to properly prepare litigation or anticipated litigation brought or threatened by third persons in connection with services rendered during the contract term. Medical records belong to the DCJTC and not the Contractor. The Superintendent must have 'read only' access to the EMR. The Contractor must not withhold EMR 24/7 access from the Superintendent. Proposers must acknowledge this in **Proposer Response Questionnaire Form (Attachment A)**.

3.2.24 Medical Diets: The Contractor is responsible for ordering all medically necessary diets. The Contractor is not responsible for authoring religious preference or any other type of diets.

3.2.25 Prosthetics: The Contractor may be required to provide medically necessary prosthetic devices at no expense to the county. Vision and hearing impairments are required, as indicated by local, state, federal, and accreditation standards. The Contractor is encouraged to file third-party insurance, if eligible. This service is not applicable for an aggregate cap inclusion.

3.2.26 Vaccines and Immunizations: The Contractor is responsible for providing flu vaccination for all clinically at-risk inmates. Administration will occur within normal time guidelines set by CDC. The Contractor is also responsible for providing syphilis and tuberculosis screening for all inmates.

3.2.27 Oxygen: The Contractor must provide and maintain a reserve of oxygen to be available on-site for both emergency response and chronic care or pulmonary crisis.

3.2.28 DCJTC Training: From time to time, the Contractor may be required to participate in custody staff training and/or address medical issues in roll call or training class.

3.2.29 Biohazard / Medical Waste: The Contractor must ensure all biohazard waste is handled and disposed of in accordance with state and federal regulations governing biohazard waste. The Contractor must also be responsible for any annual registrations. All Biohazard waste is the financial responsibility of the Contractor, at no additional cost to the County. This service is not applicable for an aggregate cap inclusion.

3.2.30 Emergency Response Plan: The Contractor will have necessary equipment immediately available for on-site emergencies. Contractor staff will be knowledgeable and fully trained on emergency response, as well as the location of emergency response equipment. Contractor will develop, implement, and maintain a

checklist of said equipment prior to the go-live start. The equipment will be monitored daily and will be an agenda item in the CQIP meetings.

The Contractor must also create and maintain a chest of appropriate medical supplies for a mass disaster, and secure same in an agreed upon location within the facility. This chest will be developed and inventoried monthly with a report provided to the Superintendent. Meaningful man-down-drills and mass disaster drills will be practiced in accordance with NCCHC, SCOC, and DCJTC's standards. All drills will be coordinated with the Sheriff (or designee).

3.2.31 Visitor and Employee Care: The Contractor must provide emergency medical treatment to visitors and DCJTC staff as necessary to stabilize and transport.

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

3.2.33 Cooperation with Public Health: The Contractor must cooperate with any and all community public health officials and with any inspections of DCJTC by such agencies.

3.2.34 Internships / Students: The Contractor must cooperate and make available internships with community educational/health institutions and provide a meaningful program for clinical students when requested by the Superintendent. Written evaluations and/or recommendations requested from the institution or student will be provided.

3.2.35 Independent Auditor or Consultant: At the sole discretion of the Sheriff (or designee), DCJTC reserves the right to retain an independent auditor or consultant to ensure compliance with the contract. If exercised, the Contractor shall collaboratively cooperate with the consultant, providing access to the EMR, any reports, clinical and statistical information. Consultant must receive a requested and timely response to all inquiries.

3.3 Miscellaneous Condition Requirements

The awarded Contractor will be responsible for meeting the following, but not limited to, miscellaneous condition requirements under this contract:

3.3.1 Start Up and Implementation Plan: For purposes of the proposal, the Proposer must submit a general start-up and implementation plan demonstrating its overall approach, resources, and ability to achieve operational readiness in Attachment A, **Proposer Response Questionnaire Form**. This response is not to exceed four (4) pages.

Once the contract is awarded, the Contractor shall submit a detailed, site-specific start-up and implementation plan to DCJTC within seven (7) business days after receiving the Notice of Award. The detailed plans shall identify responsible parties, required resources, dependencies, deadlines, deliverables, and procedures for promptly addressing any issues that could affect continuity of care or timely commencement of services.

3.3.2 Staff Uniform: All Contractor staff on-site shall always be appropriately uniformed and display proper facility issued ID badge.

3.3.3 Security: The Contractor must comply with all facility security requirements, rules and regulations.

3.3.3.1 All on-site staff, including subcontracted staff, must have security background checks performed by DCJTC prior to clearance into the facility.

3.3.3.2 All on-site staff, including full-time, part-time, medical staff and subcontractors, shall be required to complete an institutional security orientation provided by DCJTC prior to starting/providing any service. The Regional Manager/Regional Vice President assigned to oversee the site will also be required to complete an abbreviated security orientation prior to start-up. The start-up team, as well as any subcontractor healthcare providers providing limited on-site service hours, may be required to complete an abbreviated orientation unless otherwise waived by Sheriff (or Designee.) It would be appreciated if any regional or corporate staff intending to visit DCJTC provided 24-hour courtesy notice in the event DCJTC Administration would like to meet the Contractor.

3.3.3.3 The DCJTC must have the right of refusal of any new staff including corporate support and may require the replacement (immediate removal) of any existing staff based upon security checks or violations which compromise patient safety or security. The Contractor must maintain personnel files on all staff, including any subcontractors providing services on-site. The files must be maintained on-site. Documentation of licenses and orientation maintained in the files must be accessible to the Sheriff (or designee) upon request.

3.3.3.4 All regular medical staff on-site may be screened for illegal substances prior to hire, post hire, or for reasonable cause. Any positive results will require immediate and permanent removal from DCJTC worksite. The Contractor will be responsible for backfill to ensure no lapse in coverage occurs.

3.3.3.5 All packages, bags, and other items are subject to search by security before entry into DCJTC. Vehicles on DCJTC property may be inspected as well. DCJTC may implement workplace searches of employees, their personal effects brought onto DCJTC's premises, and the employees' work areas, desks, lockers, etc. in its attempts to maintain a drug-free work environment and to keep contraband (illegal or impermissible items) out of the DCJTC. Only clear totes, bags, backpacks or containers will be allowed in the secure areas of the DCJTC.

3.3.3.6 All Contractor staff, including subcontractor staff, must properly maintain and secure all instruments, equipment and space within the facilities according to DCJTC's policies and procedures. Broken or missing equipment must be reported promptly to the Shift Commander. Broken or missing keys, equipment, sharps, supplies, or medications that could pose an immediate security or health risk will be reported to the Shift Commander immediately with no delay. It is better to go to the Shift Commander first and later find out it was a false alarm than to delay for a period only to find out a compromise has occurred.

3.3.4 Vendor Invoicing & Payment: The Contractor must be financially stable to sustain operational expenses and uphold the reputation of the DCJTC and Sheriff's Office. At no time shall the Contractor delay payment of operational expenses—including

healthcare claims and supplier or service-provider invoices—due to corporate cash-flow constraints.

3.3.5 Penalties and Liquidated Damages: The Contractor may be assessed fines or other penalties as specified below for failing to meet contract requirements, including but not limited to maintaining proper accreditation status, continuous staffing shortages, salary and wage variances, untimely payments to Contractors community and corporate suppliers. Any fines and penalties assessed shall be deducted from the Contractors monthly invoice.

3.3.5.1 DCJTC will be entitled to reimbursement for staffing positions that were paid for but not provided by the Contractor. DCJTC and the Contractor will jointly determine a direct compensation rate applicable to each employee classification (including, but not limited to, Registered Nurses (RNs), Licensed Practical Nurses (LPNs), and other staffing categories). The direct compensation rate must include the employee's average hourly wage, average shift differentials, and applicable payroll taxes.

3.3.5.2 If a position remains vacant and unfilled for more than twenty-five (25) aggregate calendar days, the Contractors assessed penalty will increase to one hundred fifty percent (150%) of the applicable direct compensation rate for the unfilled position.

3.3.5.3 The Contractor must prepare a monthly staffing credit report to be submitted to the Superintendent by the 15th of the following month. The agreed upon reimbursement will be deducted from the monthly invoice. The intent of these damages is to prevent recurring and/or deficient staffing patterns. Special circumstances will be considered.

3.3.5.4 In the event the Contractor fails to properly maintain Accreditation with NCCHC or SCOC, liquidated damages in the amount of \$50,000 will be assessed. Further, DCJTC reserves the right to terminate the contract for cause. Corrective action to maintain accreditation is acceptable.

3.3.5.5 In the event the Contractor fails to properly provide appropriate mental health coverage for reviewing the mental health status on detainees sentenced to 5-years or more from sentencing court before returning to general population, liquidated damages in the amount of \$1,000 will be assessed per incident. This is a high interest requirement because of the increased risk of suicide with lengthy sentences. It is understood many plea bargains occur, however risk for suicide must be monitored. It is the responsibility of the Contractor to coordinate policy and procedure with custody.

3.3.5.6 The Contractor must exercise prudent business practices and ensure the timely payment of all suppliers. A pattern of late payments may jeopardize favorable community rates available to DCJTC, disrupt necessary services, and adversely affect the reputation of DCJTC, jail administration, the Sheriff, and elected county leadership. Accordingly, repeated untimely payments may constitute cause for contract termination and may result in liquidated damages of \$100 per day for each incident. The Sheriff (or designee) will have sole discretion to determine whether a pattern of untimely payments exists.

3.3.5.7 The Contractor must provide the Accreditation, Standards and Compliance Officer with proofs and documentation of NCCHC and SCOC compliance.

Failure to provide documentation timely or inadequately will result in a fine of \$1,000 per quarter.

3.3.5.8 In the event a serious program deficiency is identified requiring significant corporate support, it is required the Contractor will provide any and all resources at their own expense to bring resolution.

3.3.6 Site and Corporate Visits/Travel: It is required that a regional and/or other corporate visits will occur at least monthly or as requested by the Superintendent. All regional and corporate travel is at Contractor expense, with no additional cost to the County. Pricing for site and corporate visits must be entered in the Travel section of the **Cost Proposal Form CS-1b** (Attachment B)

3.3.7 Contractor must send the H.S.A. and DON annually, to a medical correctional conference such as NCCHC or ACA. Contractor is responsible for registration, travel, accommodations, and all other expenses associated with attending conferences, at no additional cost to the County.

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

3.3.8.1 The Vendor will indemnify and hold harmless DCJTC for and from any and all claims, including counsel fees, costs of suit and Section 1983 claims, that arise out of the performance of professional services, to which DCJTC may be put due, in whole or part, to the actual or alleged negligence or willful misconduct of the Vendor, its employees, agents or subcontractors. The Vendor shall defend and indemnify DCJTC even if DCJTC's own actual or alleged partial negligence or willful misconduct, up to and until such a time as a trier of fact, be it a judge, jury, or binding arbiter, determines that the claim(s) is (are) the result of the sole negligence or willful misconduct of DCJTC.

3.3.8.2 The Vendor will indemnify and hold harmless DCJTC for and from any and all losses to which DCJTC may be put by reason of the Vendor's failure to pay its workers, suppliers, or subcontractors for labor or materials provided to DCJTC.

3.3.8.3 DCJTC shall have the right to monitor and actively participate in the defense of any and all claims against DCJTC, at its own expense, if, in its sole discretion, it chooses to do so.

3.3.8.4 The Vendor shall provide DCJTC with notice and a full copy of any civil action/litigation claim received by the Vendor within three (3) business days upon receipt. Copy will be sent directly to the Superintendent.

3.3.8.5 No legal fees, litigation costs, court costs, settlement, travel, expert testimony, or any other cost associated with any such claims regardless of nature (e.g. inmates, employee, service providers, etc.) will be reimbursed to the Vendor. Litigation and legal defense funding is the sole responsibility of the Vendor.

3.3.9 Insurance: Please refer to the Standard Contract Agreement (Attachment F) for insurance requirement.

3.3.10 Insolvency / Breach of Obligations: If the Vendor is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Vendor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if it repeatedly fails to supply sufficient skilled workers, or suitable materials or equipment, payments to off-site care providers or for labor, materials or equipment, incurs repeating deficiencies, fails to comply with minimal accreditation standards or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or if it otherwise violates any provision of the contract documents, including accreditation, then DCJTC without prejudice to any other right or remedy, and except in an emergency, after giving the Vendor thirty (30) days from delivery of a written notice, may declare the Vendor in default and take possession of the project.

3.3.11 Appropriation of Funds: The Contract will be subject to annual availability and appropriation of funds by DCJTC. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this contract, the DCJTC will be entitled to immediately terminate this Contract without penalty or liability.

3.3.12 Alternate Dispute Resolution (Non-Binding Mediation): If, during the Agreement, a dispute between DCJTC and the Contractor arises, the parties will participate, in good faith, in non-binding mediation. Mediation is intended to be an informal process for resolving disputes between the Contractor and DCJTC. Both parties shall act in good faith and exercise their best efforts to achieve a reasonable settlement of disputes. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for the purpose of mediation. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation. The respective designees, shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present to the parties a list of at least five proposed mediators, along with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth or lower ranked person on each party's list shall be excluded from further consideration. Each party shall assign a score of "4" to their first choice, "3" to their second choice, "2" to their third choice and "1" to their remaining fourth choice. The parties' score for each person shall then be added together. The person with the highest combined score shall be the chosen mediator. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, lacking such agreement, as may be determined by the mediator. Each party will bear its own costs of participation in mediation, and they will each pay one-half the costs of the mediator. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved; either party may terminate the mediation by written notice to the mediator and the other party. In that event, either party may submit the dispute to the Courts of New York for adjudication, which Court shall have exclusive original jurisdiction of the dispute.

3.3.13 Controlling Law: Vendor agrees to submit to the jurisdiction of New York. The laws of New York shall control all transactions, agreements and purchase orders.

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

3.3.15 Drug-Free Workplace: During the performance of this agreement, the Contractor agrees will provide a drug-free workplace for the Contractor's employees.

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

4.0 AVERAGE DAILY POPULATION PRICE ADJUSTMENT

- 4.1** The proposed annual contract price shall be based on an average daily population (“ADP”) of 300 incarcerated individuals. ADP-related price adjustments shall be calculated monthly in increments of 30 incarcerated individuals.
- 4.2** If the monthly ADP equals or exceeds 330, the Contractor may apply its proposed per-inmate, per-day rate to the actual inmate-days exceeding the 300-ADP baseline during that month. Additional upward adjustments shall apply in corresponding increments of 30 ADP, including 330–359, 360–389, and greater than 389.
- 4.3** No ADP-related price adjustment shall apply when the monthly ADP is fewer than 330. Each adjustment shall be based on the verified monthly ADP and applied to the invoice for the applicable month. The Contractor shall submit its ADP calculations and supporting documentation with each adjusted invoice, subject to verification and approval by DCJTC.

5.0 EQUIPMENT AND INVENTORY

- 5.1** All equipment, instruments, and medical supplies are the financial responsibility of the Contractor to procure. Maintenance and repair of DCJTC owned medical equipment, including routine service due to normal wear & tear, shall be the financial responsibility of the Contractor. Should major repairs of DCJTC owned medical equipment occur from normal wear and tear, the DCJTC shall bear the cost. Any damage due to contractor negligence or abuse of DCJTC owned equipment, shall be the financial responsibility of the contractor.

5.2 List of DCJTC equipment is provided below.

5.2.1 All Office desks, chairs, and filing cabinets are provided

5.2.2 Medical exam rooms, exam tables and chairs are provided

6.0 MINIMUM QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

Proposers interested in being considered must have the following qualifications and experience:

- 6.1** Proposer must have proven success providing correctional health services in accordance with NCHC standards.

- 6.2 Proposer must have successful experience as an on-site primary healthcare contractor or be experienced in the delivery and management of comprehensive institutional healthcare services in an adult jail setting of 400 beds or larger facility. Companies with experienced correctional managers will be considered.
- 6.3 Proposer must have experienced on-site management staff (e.g., Medical Director, H.S.A., and DON) with successful jail experience in the delivery and management of a correctional healthcare system. This experience must include a thorough knowledge of standards for health services in adult jails and an understanding of correctional facility operations. It is acknowledged that Proposers may not have names for current providers medical management staff in this case, job descriptions for the medical director, H.S.A., and DON is acceptable.
- 6.4 Proposer must have satisfactory recruiting capabilities to attract qualified clinical candidates.
- 6.5 Proposer must have the management and corporate office capabilities to supervise and monitor the comprehensive healthcare services program and on-site staff to ensure satisfactory service delivery.

7.0 PRE-PROPOSAL SITE VISIT

Proposers may be interested in touring, through a pre-proposal site visit, the facility to familiarize themselves, with all equipment and facilities in use and all conditions to be met under any resulting contract. We are offering site visits so Proposers can gain an understanding of the conditions, operation, location, equipment, requirements, space availability. It is our intent that this insight will help support more accurate and higher-quality proposals.

Site visits will be scheduled individually, by appointment. Proposers must register to attend by the deadline listed below, and the County will coordinate and confirm each site visit appointment. It is anticipated that site visits will be held during the week of October 19, 2026. This date may change, in the best interest of the County.

Given security measures of the facility, all vendors interested in attending the Pre-Proposal Site Visit must register to attend no later than 5:00pm (EST) on Wednesday, October 14, 2026, by sending an email to Sarah Andrews at sandrews@dutchessny.gov with a copy to Renee Osterhoudt at rosterhoudt@dutchessny.gov, include in your email a copy of drivers license of each person from your firm attending the pre-proposal site visit.

Please be advised that verbal responses provided by the agency during the conference are not binding until confirmed by the agency in writing.

8.0 PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be submitted electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal on or before **2:00 p.m., NOVEMBER 6, 2026**. Please refer to the instructions published with this RFP titled: Electronic Proposal Submittal Procedures for instructions on submitting your proposal electronically.

When submitting (uploading) a proposal electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system. **No proposals will be accepted after the designated time or date indicated in the proposal specifications.**

All costs associated with the preparation of a proposal in response to the RFP will be the responsibility of the proposer submitting the proposal. The County of Dutchess will not be responsible for any expenses in the preparation and/ or presentation of the proposal.

It is incumbent upon each proposer to address any and all requirements as detailed below. Proposals lacking complete documentation may be deemed non-responsive. Failure to comply with the instructions in this section of the RFP may be deemed non-responsive.

Proposal Submission Package must include:

8.1 Technical Proposal Requirements:

At a minimum, proposals must contain the following information, but not limited to, as part of Technical Proposal:

- 8.1.1** Completed **Proposer Response Questionnaire Form** (Must not exceed forty (40) numbered pages). This form is provided as Attachment A, and published as a separate document on BidNet. *Failure to use the form provided may result in Proposal being deemed non-responsive.*
- 8.1.2** Proposers must submit resumes of the following corporate executive and regional staff positions.
 - 8.1.2.1** Chief Executive and Chief Operating Officer
 - 8.1.2.2** Regional Vice President and/or Regional Manager with direct responsibility for site contract oversight
 - 8.1.2.3** Corporate Medical Director and/or Regional Medical Director with direct clinical oversight of the site Medical Director
 - 8.1.2.4** Site Medical Director (current on-site medical director may not be known at time of proposal submittal. Proposers may submit a job description. Medical Director candidates will require pre-approval by DCJTC).
 - 8.1.2.5** Utilization Manager/Case Manager/UM contractor assigned to the site
 - 8.1.2.6** Site Health Service Administrator (H.S.A) and DON. Current on-site H.S.A. and DON may not be known at time of proposal submittal. Proposers may submit a job description. H.S.A. and DON candidates will require pre-approval by DCJTC.
- 8.1.3** Proposers must provide a minimum of five (5) professional references from current or former clients for whom the Proposer has provided correctional healthcare services of similar size, scope, and complexity. References must include the organization or agency name, contact person, title, telephone number, email address, a brief description of the services provided, and the dates or duration of the contract.

The DCJTC reserves the right to contact any or all references provided and may consider information obtained through reference checks as part of the evaluation process.

8.2 Cost Proposal Requirements:

Cost Proposals are to be uploaded as a separate document from your Technical Proposal in your RFP response submission. Please refer to the separate attachment titled: Electronic Proposal Submittal Procedures for instructions on submitting your proposal electronically. Inclusion of any cost or pricing data within the Technical Proposal may result in your proposal being deemed non-responsive.

At minimum, proposals must contain the following information, but not limited to, as part of Cost Proposal.

8.2.1 Provide a completed **Cost Proposal Form (CS-1b)**, form provided in Attachment B. Pricing for the initial contract term and optional extensions must be expressly provided on the **Cost Proposal Form (CS-1b)**. This must be expressed as an annual percentage (%) increase. Consumer Price Index (CPI) must not be used. Cost must be all-inclusive to provide the scope of services described in RFP. **Cost proposal form must be provided as an excel document, using the Cost Proposal Form provided in RFP. Failure to use the form provided may result in Proposal being deemed non-responsive.**

8.2.2 Provide a completed **Start Up Cost Proposal Form** (Attachment C) Start-up Cost proposal form must be provided as an excel document, using the Start-Up Cost Proposal Form provided in RFP (Attachment C). **Failure to use the form provided may result in Proposal being deemed non-responsive.**

Proposers must price an all-inclusive price for the initial contract term and optional extensions must state and reflect all pricing increases. This must be expressed as an annual percentage (%) increase. Consumer Price Index (CPI) must not be used.

8.3 Additional Required Completed Forms:

(All forms are provided within RFP published documents, failure to use the forms provided may result in Proposal being deemed non-responsive)

8.3.1 Proposal Submission Checklist,

8.3.2 Proposer Information/Acknowledgement Form (CS-1a)

8.3.3 Non-Collusion Affidavit Form (CS-2),

8.3.4 Statement of Understanding of Indemnification and Insurance Requirements (Attachment D), AND

8.3.5 Addenda Acknowledgment Form (Attachment E) – if applicable

9.0 ALTERNATE STAFFING/SERVICE MODELS

Firms may include in its Proposal alternate service models from what is specified in this RFP, which it would consider relevant to the services to be provided under the proposed contract. All such alternatives must be listed separately from the submitted Technical and Cost Proposal and the fees and/or costs associated therewith must be separately stated and itemized.

Proposing alternate models will be considered if they can maintain a comparable level of quality care while reducing healthcare service expenses for the DCJTC. However, any proposer submitting an alternative model must provide all required information, documentation, and pricing details to enable the evaluation committee to fully evaluate the proposal and compare it against the requested service model.

9.1 Proposers submitting an alternative staffing/service plan must provide the following, but not limited to:

9.1.1 Provide a revised staffing plan and matrix. Each change or variant must be fully explained in order for the selection committee to review.

9.1.2 a separate Cost Proposal Form (CS-1b) for the alternate plan, Proposers must clearly identify on the form “ALTERNATE”. To clarify, all Proposers must submit a Cost proposal based upon the staffing plan found in the RFP. Proposers submitting an alternate staffing plan will submit two price proposals (one submitted as Cost Proposal, as instructed in Section 8.2, and one submitted as Alternate Service Model Cost Proposal, in accordance with this section (9.0). If an Alternative Proposal is submitted, Proposers must provide an all-inclusive pricing for the initial contract term and optional extensions. This must be expressed as an annual percentage (%) increase. Consumer Price Index (CPI) must not be used. If an alternate proposal results in a pricing structure that is not readily describable, the Proposer must provide extensive clarity as to why a consistent annual price cannot be provided. The Selection Committee must have sufficient rationale to consider the alternate proposal and pricing. Alternate proposal pricing for the initial contract term and optional extensions must be expressly provided on the Cost Proposal Form (CS-1b)- to be submitted and labeled as Alternate Cost Proposal. Cost must be all-inclusive to provide the scope of services described in the alternate proposal. Cost proposal form must be provided as an excel document, using the Cost Proposal Form provided in in RFP. Should an alternate proposal result in a pricing structure that differs from the requested format or is not readily describable, the Proposer must provide detailed pricing documentation, assumptions, and explanations sufficient for the Selection Committee to evaluate and compare the proposal. Proposers submitting a cost-sharing proposal must clearly state the proposed aggregate limit and identify all healthcare services and expenses included in, and excluded from, that limit. Proposers must list by category, e.g. Aggregate Medical Expense, Aggregate Pharmacy Expense, etc. Costs associated with any medical personnel or positions identified in the required staffing matrix must not be applied toward the aggregate limit or cost share proposal, nor include subcontractors and third-party staffing agencies,. on-site labs, imaging, prosthetics, or eyeglasses, or reimbursed MAT medication expense.

10.0 EVALUATION PROCESS

Proposals will be evaluated by a review committee. The review committee will review and evaluate each of the proposals using the criteria described below under Evaluation Criteria. Each reviewer will rank each proposal according to the Criteria. The reviewers will then convene to review and discuss these evaluations.

The County reserves the right to seek clarification of information submitted in response to this RFP, request additional information and/or request interviews or presentations during the evaluation process.

The County reserves the right to reject any or all proposals or parts of proposals.

10.1 During the evaluation phase, upon request, a Proposer must provide audited financial statements for the two-year period, 2024 and 2025. If the proposer is a wholly owned subsidiary of another company or corporation, Proposer must additionally provide 2024 and 2025 audited financial statements for the parent company or corporation. Proposers must provide this documentation within the timeframe identified in the request. Failure to provide requested documentation by timeframe identified, may result in Proposer being deemed non-responsive.

11.0 EVALUATION CRITERIA

Proposals will be screened for completeness and compliance with the requirements described in these specifications. Proposals will be reviewed in accordance with the following criteria, listed in order of importance:

- 11.1 Technical Approach & Compliance
- 11.2 Staffing Plan & Capacity
- 11.3 Experience & Reliability
- 11.4 Technology & EMR System
- 11.5 Cost

12.0 AWARD

The County reserves the right to make multiple awards with regard to this RFP if it is determined to be in the best interests of Dutchess County.

The County of Dutchess reserves the right to accept any submittal and/or parts thereof and/or to reject any and all submissions, or to waive any irregularities in the submissions if it is determined to be in the best interest of Dutchess County.

The award of a contract is contingent upon the successful execution of the formal contract agreement.

All or any Dutchess County department(s) may participate in the resulting contract(s). Each ordering agency will be invoiced directly for their orders and will receive shipments and/or service at their designated locations.

13.0 CONTRACT AND INSURANCE REQUIREMENTS

The successful Contractor will be required to enter into a formal contract agreement with the County of Dutchess, which includes specific insurance coverage. See the Standard Contract Agreement (Attachment F). Proposer's must acknowledge the insurance requirements by signing the "Statement of Understanding of Indemnification and Insurance Requirements" see Attachment D. Insurance certificates must be submitted and approved by Dutchess County before the contract can be fully executed.

Any inquiry regarding the contract and insurance requirements, including specific proposed deviation to contract and insurance requirements, must be submitted in accordance with the section titled QUESTIONS. Proposers must clearly state the exact contract clause or insurance requirement they seek to modify and provide the specific alternative language they propose in their question submittal, and submit by the deadline listed in Section 15.0 Questions.

13.1 CONTRACT TERM

Dutchess County Justice and Transition Center intends to award a eight-year contract for medical services, consisting of an initial five (5) year contract term with the option of three (3) additional one (1) year contract extensions. The initial contract term will begin upon successful execution of the formal contract on January 1, 2027, and end December 31, 2031. The County reserves the right to extend the initial contract term for three (3) additional one (1) year terms, at the discretion of the County of Dutchess.

14.0 PRICE ADJUSTMENT

Any requests for reasonable price adjustments must be submitted in accordance with this section.

A Price Adjustment request must be made in writing and include the reason for the request, documentation supporting the request (i.e., commodity increases), the current pricing, and the requested revised pricing.

There is no guarantee the County will accept a Price Adjustment; therefore, Contractor/Supplier should be prepared for the pricing to be firm over the Term of the Agreement. The County is only willing to entertain Price Adjustments based on an increase to Contractor's/Supplier's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement.

The Director of Purchasing may use available indexes (i.e., CPI, PPI and/or prevailing wage rate percentage increases) to determine if the requested Price Adjustment is reasonable. Typically, a Price Adjustment that exceeds 5% will not be approved unless very unusual and significant changes have occurred in the industry.

If the County agrees to the Price Adjustment, the County shall issue written approval of the change. If the request is not accepted, the County may entirely reject the request or may counter with revised pricing.

In the event industry costs decline, the County shall have the right to receive, from the Contractor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. The County will make a written request to the Contractor for a Price Adjustment in writing with supporting documentation.

15.0 QUESTIONS

Submit questions pertaining to this RFP, **including any inquiries related to contract and insurance requirements**, by email to Sarah Andrews at sandrews@dutchessny.gov with a copy to Ellie Theohary at mtheohary@dutchessny.gov no later than **5:00pm (EST) on Friday, October 23, 2026**. All answers to the submitted questions will be posted as an addendum on the following website: <https://www.bidnetdirect.com/new-york/county-of-dutchess>.

PROPOSERS MUST CHECK THIS WEBSITE REGULARLY FOR ADDENDUM, WHICH MAY INCLUDE SIGNIFICANT CHANGES TO THE RFP SPECIFICATIONS.

PROPOSAL SUBMISSION CHECKLIST

Proposal #RFP-DCP-104-26

INCARCERATED INDIVIDUAL HEALTHCARE SERVICES FOR THE DUTCHESS COUNTY JUSTICE AND TRANSITION CENTER

Company Name: _____

This proposal submission checklist MUST be completed and submitted with your response, to assure compliance with all required documentation.

**Proposer's who fail to provide all of the following items,
may be deemed as non-responsive:**

Check if included	Proposer's Submission Includes the following:
☐	Completed Proposal Submission Checklist (this document).
☐	Completed and signed Proposer Information / Acknowledgment Form (CS-1a).
☐	Completed and signed Non-Collusion Affidavit Form (CS-2).
☐	Information and Documentation to completely satisfy all items outlined in Section 8.1 Technical Proposal Requirements ☐ Proposer Response Questionnaire Form , as outlined in Section 8.1.1 ☐ Resumes, as outlined in Section 8.1.2 ☐ References, as outlined in Section 8.1.3
☐	Completed and signed Cost Proposal Form (CS-1b), as outlined in Section 8.2.1 Cost Proposal Requirements.
☐	Completed and signed Start-Up Cost Proposal Form , as outlined in Section 8.2.2 Cost Proposal Requirements.
☐	Completed and signed Statement of Understanding of Indemnification and Insurance Requirements Form (Attachment D)
☐	Completed and signed Addenda Acknowledgment Form (Attachment E) – If applicable.
☐	Proposals must be submitted electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal on or before 2:00 p.m., NOVEMBER 6, 2026 . Please refer to the instructions published with this RFP titled: <u>Electronic Proposal Submittal Procedures</u> for instructions on submitting your proposal electronically.

**THIS FORM MUST BE INCLUDED IN PROPOSAL SUBMITTAL. IF NOT INCLUDED,
PROPOSER MAY BE DEEMED NON-RESPONSIVE**

PROPOSER INFORMATION/ACKNOWLEDGEMENT FORM CS-1a

The undersigned, having carefully examined the appropriate specifications, #RFP-DCP-104-26 dated September 25, 2026, does hereby agree to furnish and deliver to the County of Dutchess, Poughkeepsie, New York, the proposed items/services at the price(s) indicated in Proposal Submission:

Full Legal Name of
Company Submitting Bid: _____

Street Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone Number: () _____ Fax Number: () _____

E-Mail Address: _____ Web Address: _____

Federal ID Number: _____ Unique Entity Identifier #(UEI): _____

Name of Authorized Official Submitting Bid: _____
(Please Print or Type)

Signature of Authorized Official Submitting Bid: _____

Date: _____

- By signing and submitting this proposal for consideration by the Dutchess County Division of Central Services, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.
- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

CS-1a

NON-COLLUSION AFFIDAVIT

Bid #RFP-DCP-104-26

INCARCERATED INDIVIDUAL HEALTHCARE SERVICES FOR THE DUTCHESS COUNTY JUSTICE AND TRANSITION CENTER

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

(a) "By submission of this, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

Signed _____

By _____
(President or Authorized Representative)

Dated _____

Bid submitted by: Company Name: _____

Address: _____

Phone: _____

Fax #: _____

Email: _____

CS-2

ATTACHMENT A

PROPOSER RESPONSE QUESTIONNAIRE FORM

Proposer Response Questionnaire Form (Attachment A) is in word format as a separate document published on BidNet. Proposers are REQUIRED to submit this form with their Proposal Submission. *Failure to use the form provided may result in Proposal being deemed non-responsive.*

ATTACHMENT B

COST PROPOSAL FORM (CS-1b)

Cost Proposal Form (Attachment B) is in excel format as a separate document published on BidNet. Proposers are REQUIRED to submit this form, in excel format with their Proposal Submission. ***Failure to use the form provided may result in Proposal being deemed non-responsive.***

ATTACHMENT C

START-UP COST PROPOSAL FORM

Start-Up Cost Proposal Form (Attachment C) is in excel format as a separate document published on BidNet. Proposers are REQUIRED to submit this form, in excel format with their Proposal Submission. ***Failure to use the form provided may result in Proposal being deemed non-responsive.***

ATTACHMENT D

**STATEMENT OF UNDERSTANDING OF
INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR
INCARCERATED INDIVIDUAL HEALTHCARE SERVICES FOR THE DUTCHESS COUNTY
JUSTICE AND TRANSITION CENTER
RFP-DCP-104-26**

I (We) have read the Indemnification and Insurance Requirements cited in the subject Request for Proposal and understand the obligations thereof. These requirements have been reviewed with our insurance agent and/or legal counsel and it was determined that the Indemnification and Insurance requirements are acceptable. Upon receipt of a designation from the County of Dutchess to perform the services described in the subject RFP, I (we) intend to enter into an agreement with the County of Dutchess that will include the Indemnification and Insurance requirements as stated within the RFP.

Full Legal Name of Company: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Name of Authorized Official Submitting Proposal:

(Please Print or Type)

Signature of Authorized Official Submitting Proposal:

Date: _____

THIS COMPLETED FORM MUST BE INCLUDED WITH YOUR SUBMITTAL

ATTACHMENT E
ADDENDA ACKNOWLEDGMENT FORM

Bidder/Proposer acknowledges receipt of the following addenda to **RFP-DCP-104-26**:

Addendum No.		Dated:	
Addendum No.		Dated:	
Addendum No.		Dated:	
Addendum No.		Dated:	
Addendum No.		Dated:	
Addendum No.		Dated:	

Failure to acknowledge receipt of all addenda may deem the Bidder/Proposer as non-responsive.

Full Legal Name of Company Submitting Bid/Proposal: _____

Authorized Signature: _____

Title: _____

Date: _____

ATTACHMENT F

AGREEMENT

AGREEMENT

THIS AGREEMENT (“Agreement”), by and among the **COUNTY OF DUTCHESS**, a municipal corporation with principal offices at 22 Market Street, Poughkeepsie, New York (the “County”), and **{{CONTRACTOR}}**, (a New York business corporation) duly licensed and authorized to provide medical/clinical services in the State of New York, with its principal office located at 3940 Locust Lane, Harrisburg, Pennsylvania 17109 (hereinafter referred to as “Contractor Name”);
{{and the P.C.s:}}

WITNESSETH:

WHEREAS, the County is charged by law with the responsibility for obtaining and providing reasonably necessary health care and medical services for inmates under the care and custody of the Dutchess County Sheriff (the “Sheriff”) at the Dutchess County Jail Facility (the “Facility”) located at 150 N. Hamilton Street, Poughkeepsie, New York; and

WHEREAS, the Sheriff of Dutchess County (as the County official in charge of operating the Facility), and the County desire to ensure the provision of comprehensive quality patient care services to inmates in accordance with applicable law; and

WHEREAS, the services of an organization willing and able to provide for administrative and management services with respect to the delivery of health care is required; and

WHEREAS, **{{CONTRACTOR}}** is qualified and capable of providing such administrative and management services, having been selected by means of a public procurement process, the “Request for Proposal” dated _____, 2026, under RFP Number DCP-_____; and

WHEREAS, Professional Service corporations (“P.C.s”) shall be solely responsible for all clinical services contemplated by this Agreement, and all shareholders, directors, professional employees and contractors of such professional service corporations shall be duly licensed and authorized to provide such clinical services in the State of New York; and

WHEREAS, the Medical P.C. is a professional service corporation organized and existing under the laws of the State of New York, of which all physician-shareholders, employees and contractors are duly licensed to practice medicine in the State of New York; and

WHEREAS, the Nursing P.C. is a professional service corporation organized and existing under the laws of the State of New York, of which all nurse-shareholders, employees and contractors are duly licensed to practice nursing in the State of New York; and

WHEREAS, the Dental P.C. is a professional service corporation organized and existing under the laws of the State of New York, of which all dentist-shareholders, employees and contractors are duly authorized to practice dentistry in the State of New York; and

WHEREAS, the P.C.s are willing and able to provide the medical, nursing, and dental services, respectively, contemplated under this Agreement, the licensed professionals associated therewith having been selected as part of the RFP process; and

WHEREAS, the funds necessary to pay for such services are appropriated in the 2019 Adopted County Budget,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

ARTICLE 1 - PROFESSIONAL SERVICES

1.1. INMATES COVERED.

The County hereby contracts with (i) the Medical P.C. to provide necessary medical care, and (ii) the Nursing P.C. to provide necessary nursing care, and (iii) the Dental P.C. to provide necessary dental care (collectively, the “Professional Services”) to all individuals legally committed to the custody and control of the Dutchess County Sheriff and whom are in the actual physical custody of the Sheriff either within or outside the Facility. This includes inmates at a hospital, and inmates who have intermittent sentences and spend part of the day in jail. The scope of Professional Services is set forth in Section 1.2 below.

(a) Inmates from Other Jurisdictions. Necessary Professional Services rendered within the Facility to inmates from other jurisdictions housed in the Facility pursuant to the contracts between the County and such other jurisdictions will also be the responsibility of the P.C.s, and such inmates will be included in the daily population count. The P.C.s will arrange for necessary medical care for such inmates that cannot be rendered within the Facilities, but the P.C.s shall have no financial responsibility for such services rendered outside the Facility. The jurisdiction which placed the inmate at the Dutchess County Facility will be responsible for the cost of outside care and for making such financial arrangements to guarantee payment and assure medical treatment, as it deems appropriate for the inmate’s care.

(b) Inmates Outside the Facility. Health care services are intended for those inmates in the physical custody of the Dutchess County Jail Facility. This includes inmates at hospital, and inmates who have intermittent sentences and spend part of the day in jail. Such inmates shall be included in the daily population count.

1.2. SCOPE OF PROFESSIONAL SERVICES.

- (a) The P.C.s shall, through its/their employed or contracted licensed professionals (the “Providers”), provide the Professional Services to the inmates of the Facility described below. The P.C.s shall specifically and without limitation provide on a regular basis, all professional medical, manage off-site inpatient hospitalization and related healthcare, mental health and dental care for the inmates. This will include, as applicable, a comprehensive physical and mental health evaluation of each inmate following entry and/or booking into the Facility, regularly scheduled sick call, 24-hour nursing care, regular physician and dentist visits to the Facility, hospitalization, medical specialty services when medically necessary, and other professional services, all as more specifically described herein.
- (b) The P.C.s will additionally provide treatment for staff employed by the County within the Facility with an emergency medical condition upon request of the Sheriff or his designee. However, The P.C.s will not be responsible for any follow-up off site care or associated costs, unless otherwise required by law. Under no circumstances will the P.C.s provide staff employed by the County with controlled substances.
- (c) All Professional Services rendered by the P.C.s hereunder shall meet constitutional and community standards of health care, Title VIII of the New York State Education Law (“Title

VIII”), the New York State Commission of Correction Jail Standards, and meet all applicable standards set forth in any memoranda issued by the Chairman of the New York State Commission of Correction, regarding the provision of health services in jail facilities and meet the most currently published Standards of the National Commission on Correctional Health Care for Jails (“NCCHC”). After commencement of this Agreement, if applicable, in the event the NCCHC modifies the standards in such a way that compliance with them increases the P.C.s’ costs, such as requiring staffing levels above those required in this Agreement, the parties agree to renegotiate the cost of this Agreement to the extent necessary to cover the P.C.s’ increased costs.

(d) The P.C.s shall provide Professional Services pursuant to 2.0 through 2.36.2 of the RFP.

(e) The P.C.s agree to perform in a manner which is acceptable to the County, consistent with the applicable standards of care, and in strict compliance with all applicable Federal, State and local laws, regulations and procedures, the services set forth in Exhibit “A” - Scope of Services, annexed hereto and made a part of this Agreement. If any term, provision, clause or covenant of Exhibit “A” contradicts or creates an ambiguity with any term, provision, clause or covenant of this Agreement, this Agreement shall govern.

1.3. ANCILLARY SERVICES.

In addition to providing the general Professional Services described above, the Medical P.C. shall provide inmates at the Facility special medical services including, but not limited to, radiology services and laboratory services to the extent reasonably necessary in the opinions of the P.C.s health care professionals. Where non-emergency ancillary care is required and cannot be rendered at the Facility, the Medical P.C. shall make arrangements with the Sheriff for the transportation of the inmates in accordance with Section 1.10 of this Agreement.

1.4. EMERGENCY SERVICES.

The P.C.s shall provide, as medically necessary, emergency care to inmates through arrangements to be determined by the P.C.s with local hospitals. The P.C.s shall, at their own cost, arrange for qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment.

1.5. HOSPITALIZATION SERVICES.

The P.C.s shall arrange for the admission of any inmate who, in the opinion of a Provider or the Medical Director, requires hospitalization.

1.6. INJURIES INCURRED PRIOR TO INCARCERATION.

The P.C.s shall be responsible for the costs associated with the treatment of inmates who are in the physical custody of the Sheriff and who have been formally booked into the Facility. The P.C.s shall not be responsible for the costs associated with the treatment of inmates who have been committed to the Facility but who are in the physical custody of any person or agency other than the Sheriff. Whenever possible, inmates who are ill or injured while in the physical custody of the Sheriff but who are not in the Facility, shall be brought to the Facility for evaluation by the P.C.s’ medical providers before they are taken to another medical facility. The parties expressly agree that the Sheriff’s personnel are not expected to diagnose any inmate’s condition, and that Sheriff’s personnel may take an ill or injured inmate to the nearest emergency medical facility when they reasonably believe a delay will result in further injury to or the death of an inmate.

Neither {{CONTRACTOR}} or the P.C.s shall not be responsible for costs associated with Professional Services provided to any inmate during any unauthorized absence from the

Facility or for any inmate not formally committed to and/or not in the physical custody of the Sheriff.

1.7. ELECTIVE MEDICAL CARE.

The P.C.s will not be responsible for providing elective medical care to inmates. For purposes of this Agreement, “elective medical care” means medical care which, if not provided, would not, in the opinion of a medical services provider or the P.C.s’ Medical Director, cause the inmate’s health to deteriorate or cause definite harm to the inmate’s well-being. Decisions concerning elective medical care shall be consistent with the applicable and most currently published NCCHC Standards. Any referral of inmates for elective medical care must be approved by the Sheriff or his designee prior to the provision of such services.

1.8. PREGNANCY, CHILDBIRTH AND NEWBORN WELL BABY CARE.

(a) The P.C.s are responsible for delivery costs for the inmate.

(b) The P.C.s are responsible for well-baby care for up to one (1) year from the date of delivery, should a female inmate that delivers decide she wants to keep her infant with her. The health care of infants in this program is the responsibility of the P.C.s’ health care charges that are reimbursable through Medicaid and will be the responsibility of the P.C.s, who will complete the necessary forms for Medicaid reimbursement, with any and all benefit payments forwarded to the Dutchess County Sheriff. Transportation to physician appointments and supplies (formula, diapers etc.) will be the responsibility of the County. Should there be a circumstance where an infant is kept at the Facility, the P.C.s will be responsible for arranging and payment of on-call pediatrician services during this period.

(c) All offsite infant care costs incurred by the P.C.s will be included in the aggregate cap for care under Sections 1.11, 5.4 and 5.5.

1.9. INMATE AND STAFF EDUCATION.

The P.C.s shall conduct an ongoing health education program for inmates. The P.C.s’ staff shall develop and describe an inmate/juvenile health education program, which includes formal and informal sessions, pamphlets, videos, etc. If the Sheriff so desires, and with the approval of the County Commissioner of Personnel, the P.C.s shall conduct the same program for correctional officers at the Facilities.

1.10. TRANSPORTATION SERVICES.

(a) To the extent that any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services the P.C.s shall pay, the Sheriff or his designee will, upon proper request by the P.C.s, its agents, employees or sub-contractors, provide routine transportation, provided that such transportation is scheduled in advance. The P.C.s shall arrange for, at its own cost and when medically necessary (as determined by a Provider, or the Medical Director), all emergency ambulance transportation of inmates in accordance with the Section 1.4 of this Agreement.

(b) However, all related security requirements, including necessary security staff, will be provided by the Sheriff, regardless of whether routine or emergency transportation is used, as stipulated in Section 3.3(c) of this Agreement.

1.11. LIMITATION ON FEES INCURRED FOR CARE RENDERED OUTSIDE OF THE FACILITY.

The P.C.s will be responsible for all medical expenses up to the limited amounts designated in paragraphs 5.4 and 5.5 below for the necessary services (including, but not limited to, hospitalizations, treatments, ambulance services, therapies, and diagnostic services) provided outside of the County’s Facility. No services, medications, or procedures rendered inside the Facility will be included in this limit for Professional Services rendered outside of the Facility. The County will pay

the costs of outside services to {{CONTRACTOR}} the P.C.s that exceeds the designated limits. Charges shall be based upon the negotiated discounted rates paid by the P.C.s to the outside provider.

1.12 CHANGES IN SCOPE OF AGREEMENT.

Notwithstanding anything herein to the contrary, if:

(a) any applicable law, statute, rule, regulation, standard (including those applicable to the cost of outside medical care), collective bargaining agreement (new or existing), court order or decree, judgment of a labor board, or any policy, practice, or procedure of any applicable governmental unit, agency, or office (including but not limited to the Federal, State, or local courts, legislative bodies, and agencies, including the County or its respective officers or agents, as well as current state or County funded programs) is adopted, implemented, amended or changed; or if

(b) any standard of care or treatment protocol changes or evolves in any material respect; or if

(c) any new medication or therapy is introduced to treat any illness, disease or condition; or if any of the cost or historical information upon which {{CONTRACTOR}} and the P.C.s based its “Proposal for Comprehensive Health Care Delivery System for Dutchess County Jail”, dated _____ (the “Proposal”), including but not limited to the information provided by the County in the RFP and answers to questions proves to be inaccurate or incomplete in any respect; or if

(d) Any such change in scope as described in (a), (b), or (c) materially affects the costs or obligations of either of the parties or impacts the scope of services or staffing to be provided hereunder, the parties agree to meet to negotiate compensation or service requirement changes in good faith within thirty (30) days following the giving of notice by one party to the other party of a change (whether such change is anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then either party may terminate this Agreement upon one hundred twenty (120) days prior written notice.

1.13. MEDICAL RECORDS.

The P.C.s shall maintain or cause to be maintained complete and accurate patient records for each inmate who has received Professional Services in accordance with applicable laws, regulations and/or accreditation standards, including NCCHC, ACA, the Health Insurance Portability and Accountability Act (HIPAA), and State of New York Statutes and Regulations (“Medical Records”). The Medical Records are the property of the County but shall be kept separate from the inmate’s confinement records. A complete legible copy of the applicable Medical Record will be available, at all times, to the Sheriff and the County’s Commissioner of Mental Health, and shall be available to accompany each inmate who is transferred from the Facility to another location for off-site services. No information contained in the Medical Records will be released by the P.C.s except as authorized by the County, provided by a court order, as needed to defend litigation against the P.C.s and/or the P.C.s, or otherwise in accordance with applicable law. The P.C.s will provide all forms, jackets and other materials necessary to maintain the Medical Records in a format acceptable to the Sheriff. Upon the termination of this Agreement, all Medical Records shall be delivered to and remain with the Sheriff. However, the County and the Sheriff will provide the P.C.s with reasonable ongoing access to all Medical Records even after the termination of this Agreement for the purpose of defending litigation.

1.14. STAFFING.

The P.C.s shall make available all Providers, including physicians and nurses, and, as applicable, dentists and other qualified professionals necessary for the rendering of Professional Services to inmates at the Facility, according to the Weekly Staffing matrix detailed in Schedule 1 of this Agreement. Schedule 1 reflects the agreed upon staffing pattern necessary for the P.C.s to provide

the Professional Services required at the Facility for an average inmate population of up to 492 inmates. In all cases, the P.C.s shall be responsible for maintaining adequate staffing levels to render medically necessary care.

- (a) Qualifications. All Providers made available by the P.C.s to render Professional Services hereunder shall be licensed, certified, registered, and/or otherwise authorized to practice, as appropriate, in their respective areas of expertise, pursuant to the rules, regulations, and requirements of New York State.
- (b) Sheriff's Satisfaction with Contractors. If the Sheriff becomes dissatisfied with any Provider (s) provided by the P.C.s hereunder for reasons other than those relating to their professional judgment, the P.C.s shall, in recognition of the sensitive nature of correctional services, following receipt of written notice from the Sheriff of dissatisfaction and the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, the P.C.s shall remove the Provider. Prior to removal, the P.C.s will be allowed reasonable time to find an acceptable replacement. Nothing in this Section shall relieve the P.C.s of their obligation, at all times, to meet the staffing requirements of this Section.
- (c) Subcontracting and Delegation. In order to discharge their obligations hereunder, the P.C.s will engage certain Providers as employees and, in addition, may engage certain Providers, upon prior written approval of each such professional from the County, which approval will not be unreasonably withheld, as independent contractors rather than as employees. Subject to the approval described above, the Sheriff consents to such engagement.

1.15. USE OF INMATES IN THE PROVISION OF HEALTH CARE SERVICES.

Inmates shall not be employed or otherwise engaged by the P.C.s, or the Sheriff in the direct rendering of any health care services. Upon prior written approval of the Sheriff, inmates may be used in positions not involving the rendering of health care services directly to inmates.

1.16. NON- DISCRIMINATION.

During the performance of this Agreement, the P.C.s and their employees, agents, and assignees shall not discriminate against an employee or applicant for employment because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status.

The P.C.s shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and to comply with all Federal, State and local civil rights laws including, but not limited to, the *Americans With Disabilities Act*.

1.17. MEDICATION-ASSISTED TREATMENT (MAT).

Medication-Assisted Treatment (MAT) is mandated by law in all New York State jails and prisons. {{CONTRACTOR}} further acknowledges that MAT is a generally accepted pharmaceutical treatment for substance use disorders, including opioid use disorder and alcohol use disorder. The Commission of Correction has mandated the addition of fifty-six (56) hours of LPN coverage to sufficiently staff the Medication Assisted Treatment ("MAT") Program.

INCLUSION OF MAT IN STANDARD MEDICAL SERVICES.

{{CONTRACTOR}} therefore agrees that MAT shall be provided to inmates as part of the standard medical services covered under this contract. MAT shall include, but not be limited to, the provision of FDA-approved medications such as methadone, buprenorphine, naltrexone, disulfiram, and acamprosate, along with the necessary counseling and behavioral therapies.

Professional Services required under the MAT Program consists of, but are not limited to, the following:

- The P.C.s shall appropriately screen inmates to determine whether they suffer from an opioid use disorder and whether they clinically qualify for the Treatment Program.
- When an inmate is identified as qualifying for the Treatment Program, an appropriate licensed provider from the Medical P.C. shall determine the medication to be administered and place the order with the contracted pharmacy.
- Employees of the Nursing P.C. shall obtain the inmates informed consent for participation in the Treatment Program.
- Employees from the Nursing P.C. shall administer the medication pursuant to the orders received from the Medical P.C.
- Correctional staff employed by the Facility shall accompany the nurses performing the drug administration and shall assist in preventing any diversion of the medication.
- The County shall arrange and/or provide any necessary drug and alcohol counseling required.

BILLING AND FINANCIAL RESPONSIBILITY OF MAT.

{{CONTRACTOR}} shall not bill the County separately for the costs associated with the provision of MAT. All costs related to the administration, medication, and support services required for MAT shall be included in the general medical services budget as outlined in paragraph ____ of this contract, titled “Payment”.

STANDARDS OF CARE.

{{CONTRACTOR}} shall ensure that all MAT services are provided in accordance with the prevailing standards of care and in compliance with applicable federal, state, and local laws and regulations. {{CONTRACTOR}} shall employ qualified medical personnel to administer and monitor MAT.

REPORTING AND ACCOUNTABILITY.

{{CONTRACTOR}} shall maintain accurate records of all MAT services provided and shall include detailed reports in the regular medical service reports submitted to the County. These reports shall include the number of inmates receiving MAT, types of medications administered, and any relevant outcomes or metrics.

MEDICATION ASSISTED TREATMENT.

Medication Assisted Treatment at the Dutchess County Jail will include the Sublocade (long-acting Suboxone) treatment as an option. This will be offered as deemed clinically appropriate by the clinical team treating the inmate in collaboration with the inmate during their assessment and treatment in the MAT program. Sublocade will be purchased by the Contractor’s medical staff through the appropriate purchasing channels and administered by a nurse in accordance with the Policy and Procedure’s outlined in the Jail based Medically Supervised Withdrawal and Treatment document. This funding is dependent upon an annual commitment from NYS Office of Addiction Services and Supports (OASAS) and will require annual approval from that state agency.

Contractor will be required to report monthly data on injections provided to incarcerated individuals at the Dutchess County Jail. RE: number of injections; number of recurring injections provided; number of new individuals receiving medication.

ARTICLE II - MANAGEMENT SERVICES

2.1. SCOPE OF SERVICES.

(a) Pursuant to a Management Services Agreement to be entered into by and between {{CONTRACTOR}} and each of the P.C.s concurrently with this Agreement (the "Management Agreement") {{CONTRACTOR}} shall provide, or arrange for the provision of, the management and administrative services necessary or appropriate for the proper operation of the P.C.s in a criminal justice setting requiring 24-hour operations, as described below ("Management Services"). {{CONTRACTOR}} shall be the exclusive provider to the P.C.s of the Management Services. The P.C.s shall not obtain any Management Services from any source other than {{CONTRACTOR}}, except with the prior written consent of {{CONTRACTOR}} and the County. {{CONTRACTOR}} shall be permitted to perform its Management Services in whatever manner it deems necessary, in accordance with applicable law, to meet the day- to-day requirements of the P.C.s including, without limitation, performance of business office functions by persons other than employees of {{CONTRACTOR}}.

(b) Nothing in this Agreement shall require, or be construed or deemed to require, {{CONTRACTOR}} to

(i) engage in the practice of medicine, dentistry, or any other profession practiced by the P.C.s or the Providers,

(ii) assume any responsibility for the care of patients, or

(iii) have any control over the clinical decision-making or training of

Providers. {{CONTRACTOR}} will not exercise control over the manner or means by which the Providers perform their professional duties and responsibilities.

2.2 MANAGEMENT SERVICES.

The Management Services to be provided by {{CONTRACTOR}} to the P.C.s are subject to the approval of the P.C.s and may include, but not be limited to, the following:

- (a) Staffing of non-licensed personnel, as described in more detail in Section 2.3 below, required to enable the P.C.s to comply with their obligations set forth in this Agreement;
- (b) Secretarial and clerical functions, including coordination of patient visits and scheduling of patient visits;
- (c) Business planning;
- (d) Financial management, including causing annual financial statements and tax returns to be prepared for the P.C.s, providing to the P.C.s the data necessary for the P.C.s to file their tax returns and make any other necessary governmental filings, and submitting the P.C.s' tax returns to the P.C.s for signature;
- (e) Bookkeeping, accounting, and data processing services;
- (f) Materials management, including purchase and stocking of office equipment and supplies and maintenance of facilities;

- (g) Administering or causing to be administered any welfare, benefit or insurance plan or arrangement of the P.C.s;
- (h) In consultation with the P.C.s, providing administrative advice and assistance with respect to human resources management;
- (i) Billing and collection of accounts receivable, and accounts payable processing;
- (j) Administrative support for any utilization and quality management activities performed by the P.C.s;
- (k) Obtaining for the P.C.s agreed upon insurance coverages, including but not limited to the professional liability insurance described in Section 2.4 of this Agreement;
- (l) Paying for necessary legal services except with respect to any legal dispute between {{CONTRACTOR}} and each P.C.;
- (m) Recommending new providers for employment by the P.C.s, subject to the final approval of the P.C.s;
- (n) Recommend Provider-candidates for shareholder status with the P.C.s, subject to the final approval of the P.C.s;
- (o) Performing credentialing support services such as application processing and information verification;
- (p) Negotiating contracts on behalf of the P.C.s, subject to each P.C.'s prior written approval; and
- (q) Establishing procedures, subject to the P.C.'s approval and ultimate responsibility, to ensure that proper and complete medical records are maintained for Professional Services rendered pursuant to this Agreement.

2.3 PERSONNEL.

Subject to the approval of the P.C.s, {{CONTRACTOR}} shall employ, contract with or otherwise make available to the Facility all non-licensed administrative personnel ("Personnel") necessary for the P.C.s to render Professional Services to inmates in accordance with the weekly staffing matrix detailed in Schedule 1 of this Agreement. Schedule 1 reflects the agreed upon staffing pattern necessary for {{CONTRACTOR}} to provide the Management Services and other services described in this Article II required by the Facilities for an average inmate population of up to 492 inmates.

The Health Services Administrator ("HSA"), or his designee will be responsible for arranging health care services pursuant to a written job description, contract or agreement. Clinical decisions shall be the sole providence of physicians and shall not be countermanded by non-clinicians. Registered Nurse (RN) coverage is required 24 hours per day. In the event of vacations, leave of absence, illness or holidays of regular RN staff, per diem or agency staff must be available to cover RN schedules. RN's may

only be replaced by RN's. Schedule 1 of this Agreement is a minimum staffing plan. Legally observed holidays will be staffed according to a Sunday level as shown in the matrix.

- (a) Sheriff's Satisfaction with Personnel. If the Sheriff becomes dissatisfied with any Personnel provided by {{CONTRACTOR}} or the P.C.s hereunder, or by any independent contractor, subcontractor, or assignee of {{CONTRACTOR}} or the P.C.s, {{CONTRACTOR}} or the P.C.s, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff of dissatisfaction and the reasons therefor, and in consultation with the P.C.s, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, {{CONTRACTOR}} shall, subject to the approval of the P.C.s, remove any such Personnel. Prior to removal, {{CONTRACTOR}} or the P.C.s will be allowed reasonable time to find an acceptable replacement. Nothing in this Section shall relieve {{CONTRACTOR}} of its obligation to at all times meet the staffing requirements of this Section.
- (b) Discrimination. During the performance of this Agreement, the P.C.s and its employees, agents, and assignees shall (a) not discriminate against any employee or applicant for employment because of age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, unless any of these factors is a bona fide occupational qualification as determined by the P.C.s; and (b) be solely responsible for any such decision regarding whether or not a factor is a bona fide occupational qualification. The P.C.s shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and the P.C.s shall at all times abide by the applicable provisions of the New York State Human Rights Law as set forth in New York State Executive Law Sections 290 – 301.

2.4. **ADDITIONAL SERVICES.**

In addition to the Management Services described above, and subject to the approval of the P.C.s, {{CONTRACTOR}} shall be responsible for the following services:

- (a) Inmate and Staff Education. {{CONTRACTOR}} shall assist the P.C.s in organizing ongoing health education program for inmates. If the Sheriff so desires and with the approval of the County Commissioner of Personnel, {{CONTRACTOR}} shall assist the P.C.s in arranging for the same program for correctional officers at the Facility.
- (b) Professional Liability/Malpractice Insurance. For each Provider providing Professional Services at the Facility, whether as an employee or sub-contractor of the Medical P.C., the Nursing P.C., or the Dental P.C., including all physicians, dentists, nurses, and other licensees performing duties under this Agreement, {{CONTRACTOR}} shall provide the County or its designee proof that, for each such P.C., there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount or amounts of one million dollars (\$1,000,000.00) coverage per occurrence and three million dollars (\$3,000,000.00) aggregate. Coverage may be in the form of a single policy or umbrella coverage. The professional liability and malpractice insurance policy shall be issued on a "claims made" basis and include an extended reporting endorsement to the policy when the policy is discontinued, for a period no less than that established by New York State Law on limitations of actions in Federal or State Court. Such policies will list the County and the Sheriff as an additional insured. {{CONTRACTOR}} and the P.C.s shall promptly notify the Sheriff and the County, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage.

Notwithstanding any provision herein to the contrary, the County shall be entitled to immediately terminate this Agreement effective thirty (30) days after receipt of notice of any

change or cancellation of coverage without liability in the event that any such insurance coverage is either changed or canceled or is insufficient in the sole opinion of the Sheriff. Each policy of insurance required under this Agreement shall be of form and content satisfactory to Dutchess County. {{CONTRACTOR}}'s and the P.C.'s obligations under this paragraph shall not extend to persons who are neither employees or under contract with {{CONTRACTOR}} or the P.C.s. In those cases where Contractors are actually employed by or paid by the County, the County shall be responsible for providing the professional liability/malpractice insurance for those providers.

(c) Medical Records. If, in order to carry out its obligations under this Agreement, {{CONTRACTOR}} requires access to the Medical Records maintained by the P.C.s, {{CONTRACTOR}} shall maintain the confidentiality of such records and shall comply with the terms set forth in Section 1.13 hereof.

{{CONTRACTOR}} will make available to the County or its designee, at the County's or its designee's request, all Medical Records and other papers relating to the P.C.s delivery of Professional Services to inmates hereunder. {{CONTRACTOR}} and the P.C.s understand that the medical records are the property of the County. All manuals, policies and procedures, inmate/juvenile medical records, and other records and documentation developed, purchased or maintained by the P.C.s for Dutchess County shall remain the property of and in the custody of Dutchess County. Upon expiration or termination of the contract, they shall remain the property of Dutchess County without further obligation.

(d) Reports. {{CONTRACTOR}} shall provide to the County or its designee, on a date and in a form mutually acceptable to {{CONTRACTOR}} and the P.C.s and the Sheriff, monthly, quarterly and annual reports containing an analysis of the Professional Services rendered hereunder.

(e) Continuous Quality Improvement Committee. {{CONTRACTOR}} and the P.C.s shall institute a Continuous Quality Improvement (CQI) committee that shall monitor the health services provided. Discussions shall include committee membership, frequency of meetings, thresholds for evaluation, collection of data, corrective action plans, communication of results, re-evaluation of problems or concerns to determine if corrective actions have been achieved, incorporating findings into the organization's internal training and education program, maintaining appropriate entries of internal review activities, issuing a quarterly report to the health and facility administrators regarding internal review activities and records of internal review activities that comply with legal requirements on confidentiality of records. {{CONTRACTOR}} and the P.C.s are required to conduct both process and outcome studies designed to meet current NCCHC standards.

(f) Medical Audit Committee. The program shall also include regular chart review of outpatient and inpatient medical records by a committee of licensed health care personnel. Chart reviews, deliberations and actions taken as a result of reviews shall be documented and made available to the Correctional Administrator or his designee, upon request.

(g) Peer Review. An annual peer review program shall be in place for all medical providers, psychologists, and dentists. A copy of the annual peer review report shall be forwarded to the Correctional Administrator upon completion.

(h) Infection Control Program. An infection program shall be implemented by the Medical P.C. that includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws.

The program shall be in compliance with CDC guidelines and OSHA and procedure for MRSA and Pandemic Flu shall be included

regulations. A policy as an appendix to the Program Plan.

(i) Annual TB Testing of Staff. The Medical P.C. shall be responsible to offer annual TB testing to all uniform staff and all medical staff at the Medical P.C.'s expense.

(j) Inmate Grievance System. {{CONTRACTOR}} and the P.C.s shall specify the policies and procedures to be followed when dealing with inmate complaints regarding any aspect of the health care delivery system. The P.C.s shall maintain monthly statistics of grievances filed i.e. those with and without merit. All grievance procedures shall be in accordance with the County's policies. All grievances shall be responded to in writing within three (3) business days of receipt of the grievance. The County reserves the right to review any inmate complaint and review the P.C.s' actions. The P.C.s must implement the County's recommendations in disputed cases as long as the recommendation does not violate medical autonomy.

(k) Policy and Procedures. The P.C.s shall be responsible for the development, maintenance, and annual review of administrative and operational policies and procedures. The County reserves the right to approve policies and procedures of the Providers. The policies and procedures shall be designed to meet NCCHC, ACA, NYSCOC and PREA standards. The policies shall be site specific. The policies shall be signed annually by the Medical Director, HSA, and Correctional Administrator. All areas which impact the security and general administration of the Dutchess County Jail, the policies and procedures of the P.C.s are subject to review and approval by the Correctional Administrator. Those areas which will require the Correctional Administrator's review may include but are not limited to the following:

- Drug and syringe security;
- Alcohol and drug detoxification;
- Identification, care and treatment of inmates with special medical needs, including, but not limited to, individuals with hepatitis, epilepsy, physical handicaps, those infected with Human Immunodeficiency Virus (HIV), those with any other disease sexually transmitted;
- Suicide prevention;
- The use of physical restraints;
- Identification, care and treatment of individuals suffering from any mental illness, disease or injury, including, but not limited to, those inmates presenting a danger to themselves and others; and,
- Forced psychotropic medication.

The Correctional Administrator retains the right to review and approve facility specific Policies and Procedures of the P.C.s in any other area affecting the performance of his responsibilities under the law.

(l) Utilization Review. {{CONTRACTOR}} and/or the P.C.s shall establish a utilization review program for the review and analysis of the utilization of off-site referrals including subspecialty and inpatient stays. The program shall include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g.; MRI and CAT scans. The utilization review program shall demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

(m) Strategic Planning and Consulting. {{CONTRACTOR}} and/or the P.C.s shall indicate its/their capability for strategic operational planning and medical and administrative consultation. The P.C.s shall be involved in the planning and programming for any new renovations including the new jail facility. The P.C.s shall assign a member of its staff to attend all relevant meetings pertaining to the new jail construction and the subsequent transition at the P.C.s' expense.

(n) Risk Management and Mortality Review. The P.C.s shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The P.C.s shall be responsible for establishing and providing evidence of a formal mortality review process. The County's Attorney; Director of Risk Management or designee shall be included in any mortality review that is done. The P.C.s shall not settle inmate healthcare litigation without first contacting the County Attorney.

(o) Pharmacy and Therapeutics Committee. The P.C.s shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required.

(p) Safety and Sanitation Inspections. The P.C.s shall participate in safety and sanitation inspections of the medical housing unit and medical offices. The P.C.s shall make appropriate recommendations for corrections on discrepancies or citations noted affecting the medical unit.

(q) Administrative Meetings and Reports.

(i) The P.C.s shall coordinate meetings with the Correctional Administrator or his designee to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference. Meetings shall be held quarterly. The P.C.s shall designate staff to attend or participate in the quarterly meetings.

(ii) The P.C.s shall conduct and maintain minutes of health staff meetings conducted monthly.

(iii) The P.C.s shall prepare and participate in external reviews; inspections and audits as requested and shall participate in the preparation of responses to critiques. The P.C.s shall develop and implement plans to address/correct identified deficiencies. The HSA will attend monthly staff meetings with the jail management.

(r) Statistical Data.

(i) The P.C.s shall be required to keep statistical data related to the inmate health care program which shall include utilization of service statistics and other areas that the P.C.s and County agree would be useful to evaluate the health care program and anticipate future needs. The P.C.s shall prepare statistical reports monthly. The P.C.s shall provide a narrative monthly report delineating the status of the health care program, which also identifies potential problems and discusses their resolution.

A complete annual report of utilization statistics and narrative summary delineating accomplishments of the P.C.s shall be provided on an annual basis.

(ii) Daily Statistics. A narrative report for the past twenty-four (24) hours capturing the following data shall be submitted to the Corrections Administrator of the facility on a daily basis at 9AM, and will include:

- Transfers to off- site hospitals

- Emergency department visits
- Communicable disease data
- Suicide attempts and gestures
- Report of status of inmates in hospital and medical unit
- Staffing vacancies
- Incident reports

(s) Cost Containment Program. {{CONTRACTOR}} and the P.C.s shall specify a detailed plan for the implementation and operation of a cost containment program.

Addressed in this section shall be the mechanism(s) by which the

{{CONTRACTOR}} and the P.C.s plan to control costs; areas in which cost savings can be achieved and evidence of the success of such programs at other {{CONTRACTOR}} sites.

2.5. QUALIFICATIONS.

{{CONTRACTOR}} and the P.C.s must maintain the accreditation of the National Commission of Correctional Health Care (NCCHC). Failure to maintain such accreditation within the contract period or within any subsequent extension shall result in {{CONTRACTOR}}'s and the P.C.s being considered in breach of contract.

Notwithstanding any other provisions of this Agreement, {{CONTRACTOR}} shall be responsible for paying all fees and charges billed by the accrediting agency. In the event the NCCHC modifies the standards in such a way that compliance with them increases {{CONTRACTOR}}'s costs, such as requiring staffing levels above those required in this Agreement, the parties agree to renegotiate the cost of this Agreement to the extent necessary to cover {{CONTRACTOR}}'s increased costs.

2.6. INSURANCE COVERAGE.

{{CONTRACTOR}} and the P.C.s shall have medical malpractice insurance coverage in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.

All organizations, and any sub-contractors, receiving funds from the County must secure and maintain, at their own cost, the following insurance and provide proof to the County prior to commencing work under any Agreement:

Workers' Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each organization shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Workers' Compensation, Employer's Liability, OR
- b. a New York State Workers' Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P). The Notice of Compliance must indicate a waiver of subrogation in favor of the County of Dutchess is provided, OR
- c. in the event that the organization is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from the NYS Workers' Compensation Board, Form CE-200, OR
- d. a Certificate of Participation in a Self-Insurance Program. For those municipalities participating in the Dutchess County Self-Insured Plan, we will receive verification from the Dutchess County Office of Risk Management.

Commercial General Liability Insurance coverage, including:

- a. Blanket contractual coverage for the operation of the program with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- b. Insurance shall be written on an occurrence coverage form.
- c. Insurance shall include coverage for bodily injury and property damage liability. In addition, if your agency provides services to minors 0 to 18 years of age, your insurance coverage shall include sexual abuse, molestation and medical coverage for the participants in the program.
- d. The County of Dutchess and the Sheriff of Dutchess County must be listed as additional insured.
- e. Additional insured endorsement required which shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with:

- a. A combined single limit of liability of not less than \$1,000,000.
- b. Insurance shall include coverage for bodily injury and property damage liability.
- c. The County of Dutchess must be listed as additional insured.

Cyber/Network Security and Data Privacy Liability Insurance ("Cyber Policy") of \$2,000,000

per claim and annual aggregate with a Retroactive Date as defined above that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Professional Liability, with:

- a. Limits not less than \$1,000,000 per occurrence; \$3,000,000 in the aggregate.
- b. In the event of expiration or termination of the Agreement, the organization shall either maintain this coverage for not less than three (3) years or shall provide an equivalent extended reporting endorsement (commonly known as a 'tail policy').

Excess/Umbrella Liability, with:

- a. Limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate.
- b. The County of Dutchess must be included as additional insured.

The Acord form certificate of insurance must contain the following provisions:

- a. The County of Dutchess and the Sheriff of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies.

- b. The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- c. The commercial general and automobile policies are primary and noncontributory.
- d. The commercial general liability, automobile liability and Workers' Compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- e. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.

Notice of Cancellation: Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

All insurance policies shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. The organization and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the required policies.

2.7. **RECRUITMENT AND CREDENTIALING PROGRAM.**

The P.C.s shall recruit and interview candidates who are currently licensed or certified in the State of New York. Each candidate shall be interviewed by the P.C.s with a special focus on technical expertise, emotional stability, and motivation. In addition, the P.C.s shall detail in its *Program Plan*, the hiring process to be utilized and a method to provide information regarding individuals' previous work history and credentials required to meet the duties of the position to be filled. The Correctional Administrator or his/her designee shall be involved in the interviewing process and final selection for the positions of Medical Director and HSA. It is required that the HSA be a Certified Correctional Health Professional (CCHP), and at a minimum, the HSA must be an RN. Current qualified employees will be given priority in any hiring process by the P.C.s. In this regard, those current employees who wish to be considered for employment with the P.C.s are to be interviewed and considered for employment prior to the public posting or advertising for personnel to fill the open positions. The P.C.s shall address the retention of current staff in its response. Personnel files of all subcontractors and contract employees shall be on file at the facility. The files shall be made available to the Correctional Administrator or designee. These files shall include copies of current licenses, proof of professional certification, DEA numbers, malpractice insurance certificates, evaluations and position responsibilities. Copies of all current nursing and physician licenses shall be kept on-file in the HSA's office.

2.8. **COMPLIANCE WITH STATE AND FEDERAL STATUTES.**

All personnel shall comply with current and future state, federal and local laws and regulations, court orders, administrative directives, institutional directives, ACA standards, NCCHC standards, Prison Rape Elimination Act (PREA) standards and policies and procedures of the Facility.

2.9. **EMPLOYMENT PROCESS, BACKGROUND CHECKS.**

- (a) All personnel shall be required to pass a background investigation and finger print check conducted by the County for initial and/or continued employment. The cost for the background checks will be paid by the P.C.s. Applicants may be required to submit to a polygraph examination for initial and continued employment. Additionally, all personnel performing on-site services are required to undergo a drug screen conducted by the P.C.s. All candidates successfully cleared through this process may be eligible for hire.
- (b) The P.C.s and their personnel shall be subject to and shall comply with all security regulations and procedures of the County and the Facility. Violations of regulations may result in the

employee being denied access to the Institution. In this event, the P.C.s shall provide alternate personnel to supply services, described herein, subject to the County's approval.

- (c) The County shall provide security classes to the P.C.s' employees and agents consistent with security provided to other County employees.

2.10. APPROVAL PROCESS BY DUTCHESS COUNTY JAIL (THE "FACILITY ") OF PERSONNEL.

(a) Upon commencement of work at the Facility, {{CONTRACTOR}} and/or the P.C.s must obtain approval from the Correctional Administrator or his designee on all personnel and new hires. Initial and continued employment of staff and subcontractors shall be subject to approval of the Correctional Administrator or his designee. The County reserves the right to prohibit any of the P.C.s' employees and independent subcontractors from performing services on the grounds of the Facility.

(b) {{CONTRACTOR}} and/or the P.C.s shall provide the names of corporate or regional management personnel assigned to the Facility.

(c) For security purposes, {{CONTRACTOR}} and/or the P.C.s shall notify the Correctional Administrator or his designee when discharging, removing, or failing to renew contracts of professional staff.

2.11. EMPLOYEE TRAINING AND ORIENTATION.

(a) {{CONTRACTOR}} and the P.C.s shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices on-site at the Facility. Only 16 hours of Orientation per new employee will be counted toward hours worked. Maximum hours of orientation for a new employee shall be 40 hours in total. Orientation hours per new employee shall be completed within an employee's first two weeks. Agency or PRN nurses shall also be oriented. The Facility will approve 16 hours of orientation to include security; PREA, and orientation to the Facility.

(b) All of {{CONTRACTOR}} and the P.C.s' employees are required to attend an orientation program conducted by the County and the P.C.s consisting of an overview of the correctional health field, purpose goals, policies and procedures, appropriate conduct with inmates, responsibilities and rights of employees, security procedures and regulations, blood borne pathogen, occupational exposure, personal protective equipment, bio- hazardous waste disposal, key control, CPR and First Aid.

{{CONTRACTOR}} and the P.C.s shall be responsible for the employee compensation during this training. {{CONTRACTOR}} and the P.C.s shall provide appropriate in-services education programs for its staff, including those who have regular contact with inmates. Selected topics, which require staff training include: suicide precautions, emergency plan and procedures, cultural diversity, communication skills, sexual harassment and misconduct awareness.

2.12. PRE-EMPLOYMENT PHYSICALS.

The P.C.s shall administer pre-employment physical examinations for all potential employees of the Sheriff's Office and the Dutchess County Jail. These physicals include, but are not limited to: physician conducted physical examinations; tuberculosis testing; urinalysis; EKG; pulmonary function exams as required by the Municipal Police Training Council and any other tests that may be required. Additionally, a pre-employment psychological evaluation, to include a Personality Inventory, an evaluation of the IPI results, a personal interview of the potential employee by a clinical psychologist licensed in the State of New York, and a written clearance by the clinical psychologist will be required. All new direct care staff shall receive a test for tuberculosis prior to their job assignment and annually thereafter. All direct health care staff shall be offered the Hepatitis B vaccine. These tests and vaccines are at the P.C.s' expense.

2.13. STUDENTS, INTERNS AND RESIDENTS.

Any students, interns or residents delivering health care in the facility as a part of a formal training program, shall work under staff supervision commensurate with their level of training. There shall be a written agreement with the facility, {{CONTRACTOR}} and educational institution that covers the scope of work, length of agreement, and any legal or liability issues. Students or interns must agree to abide by all facility policies especially those related to security and confidentiality of information.

2.14. ON-SITE VISIT TO FACILITY.

All screened staff candidates shall be required to take a complete tour of the facility prior to employment.

2.15. STAFFING AND SCHEDULES.

(a) All hours shall be spent on-site at the Facility, except as is otherwise expressly agreed to by the Correctional Administrator, {{CONTRACTOR}} and the P.C.'s Institution staffing work schedules may be modified upon the parties' mutual agreement and written consent.

(b) The P.C.s' staff shall administer the health care program at the Facility. All full-time contractual staff shall be on-site for at least 40 hours per week. A 40-hour on-site week shall consist of a 40-hour work schedule and an additional one-half hour meal period for each shift, not included in the work schedule. Under no circumstances shall the staff assigned to the Facility be reassigned to assist with problems or startups of other contracts that the P.C.s may have outside of their 40-hour work week with the Facility.

(c) All contractual staff (both employees and subcontractors) shall be required to use a time clock management system specified by the Facility and shall comply with County policies on the use of that system. Travel time of the P.C.s' employees or subcontractors shall not be included as work hours billed to the County.

(d) If the Medical Director is on vacation, {{CONTRACTOR}} and/or the Medical P.C. will substitute a licensed medical director to staff for physician coverage.

2.16. ON-CALL RESPONSIBILITY.

The on-site Medical Director, Health Services Administrator, a psychiatrist or qualified substitute shall be on-call 24 hours per day, 7 days per week.

ARTICLE III – OBLIGATIONS OF THE SHERIFF

3.1. INMATE INFORMATION.

Subject to applicable New York State law, in order to assist {{CONTRACTOR}} and the P.C.s in providing the best possible services to inmates, the Sheriff or his designee will provide {{CONTRACTOR}} and the P.C.s with information pertaining to inmates that {{CONTRACTOR}}, the P.C.s and the Sheriff mutually identify as reasonable and necessary for the P.C.s to adequately perform their obligations hereunder.

3.2. SHERIFF'S RECORDS AVAILABLE TO THE P.C.S WITH LIMITATIONS ON DISCLOSURE.

During the term of this Agreement and for a reasonable time thereafter, the Sheriff or his designee will provide {{CONTRACTOR}} and/or the P.C.s the Sheriff's records relating to the provision of health care services to inmates as may be requested by the P.C.s if pertinent to the investigation or defense of any claim related to their conduct. Consistent with applicable law, the Sheriff or his designee will make available such

records as are maintained by the Sheriff, hospitals and other outside health care Contractors involved in the care or treatment of inmates (to the extent the Sheriff has any claim to those records) as {{CONTRACTOR}} and/or the P.C.s may reasonably request.

Any such information released by the Sheriff or his designee to {{CONTRACTOR}} and/or the P.C.s that the Sheriff or his designee considers confidential will not, except as may be required by law, be distributed by {{CONTRACTOR}} and/or the P.C.s to any third party without the prior written approval by the Sheriff or his designee.

Notwithstanding any provision of this Agreement to the contrary and pursuant to Section 50(a) of the New York State Civil Rights Law, the Sheriff's internal affairs investigative records shall not be required to be released to {{CONTRACTOR}}, the P.C.s, or any other person or entity.

3.3. SECURITY.

(a) General. The parties understand that adequate security services are necessary for the safety of {{CONTRACTOR}}, the P.C.s and their agents and employees, as well as for the security of inmates and the Facility's staff, consistent with the correctional setting. The Sheriff will provide security sufficient to enable {{CONTRACTOR}}, the P.C.s, and its Contractors and Personnel to safely provide the services described in this Agreement. Nothing herein shall be construed to make the Sheriff, his deputies or employees a guarantor of the safety of the employees or agents of {{CONTRACTOR}} and the P.C.s.

(b) Loss of Equipment and Supplies. The County shall not be liable for loss of, or damage to, equipment and supplies of {{CONTRACTOR}} and/or the P.C.s; their employees and agents, unless such loss or damage was caused by the negligence of the Sheriff or Sheriff's employees.

(c) Transportation Off-Site. The Sheriff will provide security and transportation as necessary and appropriate in connection with the transportation of any inmate between the Facility and any other location for off-site services as contemplated herein. {{CONTRACTOR}} and the P.C.s shall not be responsible for the cost of any security or transportation provided by the Sheriff.

3.4. OFFICE SPACE, INVENTORY, EQUIPMENT AND SUPPLIES.

General. The Sheriff shall provide {{CONTRACTOR}} and the P.C.s with office space, facilities, existing equipment and utilities (excluding long distance telephone service) sufficient to enable them to perform their obligations under this Agreement. The Sheriff will provide necessary maintenance and housekeeping of the office space and facilities. {{CONTRACTOR}} and the P.C.s agree that they have inspected the Facility, including the medical office space and facilities, and that such space and facilities are sufficient for their providers, personnel, agents and employees to perform all of the obligations required under this Agreement.

All medical supplies remaining may be used or consumed by the P.C.s without obligation or cost. The P.C.s shall be responsible for procuring and stocking all medical, laboratory and pharmaceutical supplies for the routine and specialty care of all inmates and juveniles. All remaining supplies shall be converted to County inventory at the termination of the contract.

(a) Delivery of Possession. The Sheriff will deliver to {{CONTRACTOR}} and the P.C.s, on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies in place at the Facility's health care facilities and owned by the County. At the termination of this or any subsequent Agreements, {{CONTRACTOR}} and the P.C.s will return to

the Sheriff possession and control of all medical and office equipment, in working order, reasonable wear and tear excepted, and supplies in-place at the Facility's health care facility. It is agreed that {{CONTRACTOR}} and/or the P.C.s shall be responsible for either the purchase of contractor-owned equipment present on the effective date of this Agreement and/or replacement at their expense of the equipment necessary for the P.C.s and {{CONTRACTOR}} to perform their duties under this Agreement.

- (b) Maintenance and Replenishment of Equipment. {{CONTRACTOR}} and the P.C.s, at their own expense, will maintain all present equipment in working order during the term of this Agreement. {{CONTRACTOR}} and the P.C.s are responsible for obtaining all certifications and inspections required on the medical equipment. If additional equipment and instruments are required by the P.C.s during the term of this Agreement, it shall be the responsibility of the P.C.s to purchase such items at its own cost. At the end of this Agreement, or upon its termination, ownership of all such equipment shall remain the property of the {{CONTRACTOR}} and/or the P.C.s. {{CONTRACTOR}} or the P.C.s may install (subject to written authorization from the Correctional Administrator or his designee) any new medical equipment it deems necessary. {{CONTRACTOR}}, or the P.C.s shall consult with the Correctional Administrator or his designee regarding the disposition of any County-owned medical equipment. Any equipment installed by the P.C.s may be taken by the P.C.s within thirty (30) days of the expiration of a contract. If the contract is terminated for cause, then the equipment shall remain in place - until a medical unit is operational by another contractor or the County itself - for a term not to exceed ninety (90) days.

The P.C.s will be responsible to provide stock and check first aid kits and AED's monthly. The number and location of the kits will be mutually agreed upon between the P.C.s and the Correctional Administrator.

- (c) General Maintenance Services. The Sheriff will provide the same services and facilities to inmates housed in medical units in the Facility as are provided all other inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE IV - TERM AND TERMINATION

4.1. **TERM.**

This Agreement shall commence on _____, 202__ at 12:01 a.m. (EDT) and terminate on _____, 202__, at 12:00 midnight (EDT).

4.2. **EXTENSION.**

This Agreement may be extended for additional periods of one year each, not exceeding in _____ total five (5) years from the original Agreement date, upon such terms and conditions as may be agreed between the parties, in writing, by fully executing a contract extension/amendment.

4.3. **TERMINATION.**

The County, P.C.s, or {{CONTRACTOR}} may, by written notice of not less than one hundred twenty (120) days terminate this Agreement in whole or in part at any time:

- (i) for the party's convenience;

- (ii) (ii) upon the failure or inability of a party to comply with any of the terms or conditions of this Agreement; or
- (iii) upon a party becoming insolvent or bankrupt.

In the event of termination with or without cause, {{CONTRACTOR}} and the P.C.s shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in its custody or control pertaining to the Agreement, and the County shall pay to {{CONTRACTOR}} and the P.C.s all amounts due at the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of {{CONTRACTOR}} or the P.C.s' failure to fulfill their obligations under this Agreement, or any other fault of {{CONTRACTOR}} or the P.C.s, the County may withhold payment of all or any part of monies which otherwise may be payable to {{CONTRACTOR}} or the P.C.s under this Agreement and apply such monies toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other contractors or otherwise. Notwithstanding the foregoing, {{CONTRACTOR}} and the P.C.s shall be liable to the County for all such damages and expenses without limitation to any such monies being withheld by the County, and the failure of the County to withhold monies from {{CONTRACTOR}} and/or the P.C.s shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against {{CONTRACTOR}} and/or the P.C.s therefore.

Upon termination of this Agreement, {{CONTRACTOR}} and the P.C.s shall comply with any and all County closeout procedures, including but not limited to:

- (a) Accounting for and refunding to the County within ten (10) days, any unearned and/or unexpended funds that have been paid to {{CONTRACTOR}} and/or the P.C.s pursuant to this Agreement; and
- (b) Furnishing to the County within ten (10) days, an inventory of all equipment, appurtenances, and property purchased by {{CONTRACTOR}} and/or the P.C.s through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof; and
- (c) In the event the County terminates this Agreement, in whole or in part as provided herein, the County may procure upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and {{CONTRACTOR}} and the P.C.s shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, the cost and expense of any professional services procured by the County to complete the services herein will be set off against any sums due to {{CONTRACTOR}} and/or the P.C.s.
- (d) Notwithstanding any other provisions of this Agreement, {{CONTRACTOR}} and/or the P.C.s shall not be relieved of liability to the County for damages sustained by the County by virtue of breach of this Agreement, or failure to perform in accordance with applicable standards.

(e) The County may withhold payments due under this Agreement for the purposes of set-off until such time as the exact amount of damages due to the County from {{CONTRACTOR}} and/or the P.C.s is determined.

(f) The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

4.4. NON-APPROPRIATION OF FUNDS.

All parties understand that funds for this Agreement are provided by the County. This Agreement is subject to annual appropriation of funds for this Agreement by the Dutchess County Legislature. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then this Agreement will become null and void and neither party shall be subject to penalty or liability.

4.5. EFFECT OF TERMINATION.

Upon termination of this Agreement, responsibility for providing Professional Services to all inmates, including inmates receiving Professional Services at facilities outside the Facility, will be transferred from {{CONTRACTOR}} and/or the P.C.s to the County.

ARTICLE V - COMPENSATION

5.1. PAYMENT.

(a) As full and complete consideration for the services so rendered, for the period of _____ through _____, the County shall pay a sum not to exceed (written amount) and 00/100 (\$ _____) Dollars; payable at a rate of _____ Dollars per month.

- i) To the extent that {{CONTRACTOR}} or the P.C.s fail to provide the report on time as discussed in Section 3.15 of RFP Number DCP-_____, the County will waive the penalty of \$500.00 per occurrence;
- ii) The County is **not waiving**, and {{CONTRACTOR}} and/or the P.C.s **are still obligated to** issue Dutchess County a credit consisting of time and a half of each position not covered or vacant beyond five (5) days. The credit shall be for provider staff, clerical staff, nursing and support staff. There shall be no substitution of positions, e.g. LPN for RN etc., otherwise penalties shall be invoked as if the position was unfilled. Adjustments with the County shall be made monthly. The reconciliation form shall include the discipline, hours worked, and hours budgeted for each category of health care personnel. If the Health Services Administrator position is left vacant for a period of greater than thirty (30) days, the applicable P.C. shall pay one and a half times the salary rate per hour times the number of hours the position was left vacant after five (5) days. {{CONTRACTOR}} will provide an attendance report to the Correctional Administrator within fourteen (14) days from the close of each pay period. All credits for staffing deficiencies will be paid to the County by the following billing cycle. Should a provider request to add additional staff on a temporary basis, written permission from the Correctional Administrator shall be required.

iii) To the extent that the P.C.s fail to conduct an initial screening of an inmate within four (4) hours of booking, or a full physical examination of an inmate within fourteen (14) days of booking, as discussed in section 3.15.1 of RFP Number DCP-_____, the _____ County will waive the \$500.00 penalty for each delayed initial screen and each delayed full physical exam;

iv) To the extent that the P.C.s fail to provide medically necessary obstetrical, psychiatric, dental and/or emergency care in a timely manner, as discussed in Section 3.15.2 of _____ RFP Number DCP-_____, the County will waive the \$500.00 penalty per failure. _____ Non-Emergency dental requests shall be seen within two (2) weeks of the request; _____ referrals to the psychiatrist shall be made within three (3) days of the referral, and _____ obstetrical care shall be provided with the first available appointment at the clinic;

v) To the extent that the P.C.s fail to provide high risk medications (e.g. HIV anti-virals, anti-psychotics, anti-seizure, diabetic agents, anti-hypertensive agents, dialysis medication, etc.) within 24 hours, or fails to provide other high-risk medications (hypertensive medications, cardiac medications, seizure medication etc.) within 48 _____ hours of ordering, as discussed in Section 3.15.3 of RFP Number DCP-_____, _____ the County will waive the \$500.00 penalty per failure.

Notwithstanding the County's waiver of the aforementioned penalties, it is expressly _____ understood, warranted and acknowledged among and between the parties that these important services remain necessary and the County expects and anticipates {{CONTRACTOR}} and the P.C.s full attention and compliance with the aforementioned.

{{CONTRACTOR}} and the P.C.'s may opt to receive payments electronically by submitting _____ an authorization form to the Dutchess County Comptroller's Office.

Payment of the above consideration shall be made to {{CONTRACTOR}} and/or the P.C.s _____ upon submission of statements in a form satisfactory to the County. No payment shall be _____ made prior to audit and approval by the County.

5.2. BILLING.

Consistent with the terms of the Management Agreement, {{CONTRACTOR}} shall bill the County the monthly invoice amount (the "Monthly Invoice Amount") on or before the fifteenth (15th) day of the month after the month in which services are rendered. {{CONTRACTOR}} shall also bill the County the total monthly invoice amounts on behalf of the P.C.s on or before the fifteenth (15th) day of the month after the month in which services are rendered. The invoices issued by the P.C.s and {{CONTRACTOR}} shall show the costs incurred by these parties for services rendered during the month invoiced. The County shall pay {{CONTRACTOR}} and the P.C.s on or before the first day of the month after the invoice is received. {{CONTRACTOR}} shall not retain any payment that is allocated to the P.C.s for the Providers' provision of Professional Services. In no event, however, shall the County be obligated to pay total compensation in excess of the Total Maximum Base Compensation, except as provided in Sections 5.3, 5.4, 5.5 and 5.6 below.

5.3. POPULATION CHANGES.

The average daily inmate population (including boarders) shall be calculated by adding, for a given month, the daily inmate population contained in the Sheriff's daily status reports and dividing such sum by the number of days in the month.

Increases in Inmate Population. The parties agree that the Base Annual Rate as described in Paragraph 5.1, is calculated upon an average daily inmate population (ADP) of 492. If the daily inmate population (including boarders) averages, in any calendar month during the term of this Agreement, 493 or more

inmates, then the Maximum Base Compensation payable to the P.C.s by the County shall be increased, on the first month after the average increase, by the per diem rate of \$4.11 with said increases reflected on the Monthly Invoice Amounts.

5.4. CATASTROPHIC LIMITATIONS: OFF-SITE CARE.

The P.C.s shall be responsible for all off-site catastrophic medical expenses which shall include hospital, emergency room fees, ambulance transports, dialysis, termination of pregnancy, specialty consultants, off-site specialty procedures e.g. MRI, CAT scans, medications including HIV and psychotropic medications up to a cumulative total of three hundred seventy-five thousand dollars (\$375,000) catastrophic limit per contract year. For costs in excess of this amount, the P.C.s will be responsible for forty percent (40%) of the excess charges, with the County responsible for the remaining sixty percent (60%). On-site services such as radiology services, laboratory and clinic services that are required on-site are not part of this aggregate pool. Where infant health care services are provided as identified in Section 1.8 of this Agreement, the cost of those services shall contribute to and be included in the off-site care catastrophic limit. {{CONTRACTOR}}, on behalf of the P.C.s, will submit to the County copies of invoices documenting the excess costs and services. Charges in excess of the Catastrophic Limits described in this Section will be submitted promptly by the P.C.s. The County shall reimburse the P.C.s for those excess charges within thirty (30) days of submission of a verified invoice.

5.5. ADDITIONAL COMPENSATION.

Except as stipulated elsewhere in this Agreement, {{CONTRACTOR}} and/or the P.C.s shall not be entitled to receive or seek additional compensation from the County for the services rendered under this Agreement. Charges in excess of the limits established in Sections 5.4 of this Agreement will be submitted promptly by {{CONTRACTOR}} on behalf of the P.C.s. The County shall reimburse P.C.s for those excess charges within thirty (30) days of submission of a verified invoice by {{CONTRACTOR}}.

5.6. PAYMENTS TO CONTRACTOR BY THIRD PARTIES.

In the event that health services provided by the P.C.s or their subcontractor(s) are covered by third-party payments (e.g. Worker's Compensation, etc.), {{CONTRACTOR}}

on behalf of the P.C.s shall bill such third party. Medicaid and Medicare are not available third-party payors, and {{CONTRACTOR}} on behalf of the P.C.s shall not seek payment from Medicaid and Medicare. In the event that health services provided to an inmate in the custody of the Sheriff by non-contracted providers are covered by third-party payments (e.g., No Fault insurance, etc.), the P.C.s shall bill in the same manner as if they were provided by a private physician or health service. Any reimbursements received by the P.C.s will be credited to the County by {{CONTRACTOR}} on behalf of the P.C.s.

5.7. PENALTIES.

The P.C.s shall agree to issue Dutchess County a credit consisting of time and a half of each position not covered or vacant beyond five (5) days. The credit shall be for medical staff, clerical staff, nursing and support staff. There shall be no substitution of positions, e.g. LPN for RN etc., otherwise penalties shall be invoked as if the position was unfilled. Adjustments with the County shall be made monthly. The reconciliation form shall include the discipline, hours worked, and hours budgeted for each category of health care personnel. If the Health Service Administrator position is left vacant for a period of greater than thirty (30) days, the applicable P.C. shall pay one and a half times the salary rate per hour times the number of hours the position was left vacant after five (5) days. The P.C. providing services will provide an attendance report to the Correctional Administrator within fourteen (14) days from the close of each pay period. All credits for staffing deficiencies will be paid to the County by the following billing cycle. Should the Provider request to add additional staff on a temporary basis, written permission from the Correctional Administrator shall be required. The P.C.s will provide an attendance report to the Correctional Administrator within fourteen (14) days from the close of each pay period.

ARTICLE VI - INDEMNIFICATION

6.1. In the event that any lawsuit (whether frivolous or otherwise) is filed against the Sheriff, his deputies and employees, or against the County, its elected officials, employees or agents based on or containing allegations concerning medical or {{CONTRACTOR}} and/or the P.C.s' performance and the performance of the P.C.s' employees, agents or subcontractors, the parties agree that the Sheriff will receive coverage under the policies set forth in paragraphs 2.4 and 2.6 above, {{CONTRACTOR}} and/or the P.C.s, their employees, agents, subcontractors or independent contractors, as the case may be, may be joined as parties in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them.

6.2. {{CONTRACTOR}} and the P.C.s shall defend, indemnify and hold harmless Dutchess County and the Dutchess County Sheriff, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against Dutchess County or the Dutchess County Sheriff which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of services by {{CONTRACTOR}}, the P.C.s and/or their subcontractors, arising from any act, omission or negligence of {{CONTRACTOR}}, the P.C.s and/or their subcontractors, and their respective agents and employees, or arising from any breach or default by {{CONTRACTOR}} and the P.C.s under this Agreement.

Nothing herein is intended to relieve:

- (a) {{CONTRACTOR}} or the P.C.s of any liability arising from Title VIII violations; and
- (b) Dutchess County or the Dutchess County Sheriff from its own negligence or misfeasance, or to assume any such liability for Dutchess County or the Dutchess County Sheriff by {{CONTRACTOR}} or the P.C.s.

6.3. The County agrees to indemnify, hold harmless and defend {{CONTRACTOR}}, the P.C.s, and their respective agents, servants, employees and contractors, including all Contractors and Personnel, from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the negligent or intentional act or omission of the Sheriff, the County or their agents or employees to the extent of their responsibility for such claims, damages, losses and expenses in their operation and maintenance of the Facility, the custody of inmates, and all provisions for the physical security of all such personnel.

6.4. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties thereto as defendants in lawsuits by third parties.

6.5. The foregoing provisions under this paragraph to the contrary notwithstanding, neither the County nor the P.C.s will assume responsibility for actions, lawsuits, defenses, claims or liabilities of any kind whatsoever arising out of claims or judgments for "punitive damages."

ARTICLE VII - MISCELLANEOUS

7.1. PROJECT AND DOCUMENTS FORMING THIS AGREEMENT.

This Agreement shall be deemed to include (if applicable): the advertisement for proposals; the Instructions to Bidders; the Information for Bidders; {{CONTRACTOR}}'s and the P.C.s proposal; the technical and contract specifications; the plans or drawings; any addenda to specifications if the same are issued prior to the date of receipt of proposal; insurance contacts and certificates of insurance; and all provisions required by law to be inserted in the contract, whether actually inserted or not.

The project is described as follows: Request For Proposal #DCP-_____, for Comprehensive Health Care Delivery System for Dutchess County Jail.

In the event of any conflict or discrepancy between the Contract Documents, they shall be interpreted in the following manner of priority: (1) this Agreement; (2) the Request for Proposals with all Addenda; and (3) {{CONTRACTOR}} and the P.C.s's proposal.

7.2. INDEPENDENT CONTRACTOR STATUS.

{{CONTRACTOR}} and the P.C.s agree that they are independent contractors and that it shall not hold itself out to be an employee or officer of the County, and that therefore, neither Federal, State, nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of {{CONTRACTOR}}, the P.C.s or their employees; that {{CONTRACTOR}} or the P.C.s shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that {{CONTRACTOR}} or the P.C.s shall have no Workers' Compensation or disability coverage through the County for {{CONTRACTOR}}, the P.C.s or their employees, and that {{CONTRACTOR}} or the P.C.s shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

7.3. NON-ASSIGNMENT.

This Agreement may not be assigned without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law §109 in the event of such unauthorized assignment.

7.4. NOTICE.

Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

The County: Dutchess County Jail
Attn: Administration Office
150 N. Hamilton Street
Poughkeepsie, New York 12601

Dutchess County Attorney
County Office Building
22 Market Street, 5th Floor
Poughkeepsie, New York 12601

{{CONTRACTOR}}:
{{Address}}

(CONTRACTOR'S P.C.s):
{{Addresses}}

7.5. CHOICE OF LAW, VENUE.

Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

7.6. CONTRACTOR'S OBLIGATIONS POST TERMINATION WITH OR WITHOUT CAUSE.

Upon termination of this Agreement, {{CONTRACTOR}} and the P.C.s shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor contractor(s) so as to prevent any disruption in services; (2) provide County with access to and a copy of, all books, records and other non-proprietary documents including, but not limited to

digital records, relating to the performance of services under this Agreement that are required or requested, at no charge, and if so directed by the County; (3) continue to perform such services prior to actual termination at the agreed-upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

7.7. NON-WAIVER.

Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

7.8. OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.

The parties acknowledge that {{CONTRACTOR}} and the P.C.s are not bound by or aware of any other existing contracts to which the Sheriff or the County are a party and which relate to provision of medical/clinical care to inmates at the Facility. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is intended to be for their respective benefits only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

7.9. LEGAL PROCEDURES.

Should notice be served at the Dutchess County Jail, the server shall be directed to the {{CONTRACTOR}}'s Health Services Administrator (HSA), who will then be responsible for forwarding the claim to {{CONTRACTOR}} and the P.C.s at its corporate office. In either case, {{CONTRACTOR}} and the P.C.s will then assume responsibility for processing the claim through final disposition.

{{CONTRACTOR}} and the P.C.s will be responsible for notifying and updating the County Attorney on all pending litigation. No case will be settled without the advice of County Counsel. Where the County is involved in the case as the result of medical issues, the P.C.s legal counsel will, with the County Attorney's consent, represent the County.

7.10. QUALIFICATIONS OF CONTRACTOR.

{{CONTRACTOR}} and the P.C.s specifically represent that they, and their members, officers, employees, agents, servants, consultants and subcontractors, have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

7.11. SEVERABILITY.

If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

7.12. EXECUTORY.

The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement, at the option of either of the parties.

7.13. RETENTION OF RECORDS.

{{CONTRACTOR}} and the P.C.s agree to maintain and have available for audit such records as may be required by the County, New York State, or United States governmental agencies. These records must be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

7.14. ENTIRE AGREEMENT.

The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

7.15. PERMITS AND COMPLIANCE.

{{CONTRACTOR}} and the P.C.s shall obtain, maintain and pay for any and all permits and licenses legally required. {{CONTRACTOR}} and the P.C.s shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies in connection with the performance of their obligations under this Agreement. {{CONTRACTOR}} and the P.C.s shall comply with all laws, rules and regulations applicable to the work to be performed hereunder. All of the above shall be done at no additional cost to the County. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If {{CONTRACTOR}} or the P.C.s perform any work which is contrary to any laws, ordinances, rules, regulations, permit conditions, building codes, orders or directive, then, {{CONTRACTOR}} and/or the P.C.s shall assume full responsibility therefore and shall bear all costs and expenses thereto. {{CONTRACTOR}} and the P.C.s shall comply with the *Federal Occupational Safety and Health Act* and the *Americans With Disabilities Act*.

7.16. NO ARBITRATION.

Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue."

7.17. SERVICE OF PROCESS.

In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), {{CONTRACTOR}} and the P.C.s hereby consent to service of process on them by Registered or Certified mail, return receipt requested. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. {{CONTRACTOR}} and the P.C.s must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. {{CONTRACTOR}} and the P.C.s will have thirty (30) calendar days after service is complete in which to respond.

7.18. CAPTIONS.

The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

7.19. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

7.20. GENDER.

Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

7.21. LABOR LAW.

{{CONTRACTOR}} and the P.C.s shall, at their own cost and expense, comply with all applicable provisions of the Labor Law, including, without limitation, Articles 8, 8-A and 9.

7.22. NOTICE OF INTENT TO SUE.

(a) The Parties agree that at least ninety (90) days' prior to commencing suit against any other Party for any matter arising directly or indirectly out of this Agreement, the aggrieved party shall provide to the other party a sworn document listing the time, place, and manner of any breach of this Agreement, together with an itemized list of any damages to which the aggrieved party believes to be entitled.

(b) The Parties shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the aggrieved party, of the County's choice, as to any matter arising under this Agreement within the 90-day period described above.

(c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation.

(d) Any action against the County must be commenced within one (1) year of the event which gives rise to liability.

7.23. REQUIRED PROVISIONS OF LAW.

Each and every provision of Federal, State or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

7.24. BINDING.

This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to {{CONTRACTOR}} and the P.C.s at the address(es) indicated in the introductory paragraph of this Agreement.

7.25. ENFORCEMENT EXPENSES.

{{CONTRACTOR}} and the P.C.s shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement.

7.26. SET-OFF RIGHTS.

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any monies due to {{CONTRACTOR}} and the P.C.s under this Agreement up to any amounts due and owing to the County with regard to this Agreement; any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

7.27. RULES OF CONSTRUCTION.

This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

7.28. AUDIT.

{{CONTRACTOR}} and the P.C.s shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County funds. Records should include, but not be limited to, those kept by {{CONTRACTOR}}, the P.C.s; and/or their employees, agents, assigns, and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. {{CONTRACTOR}} and the P.C.s shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the County, State, or Federal governments. {{CONTRACTOR}} and the P.C.s shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or requests have not been satisfactorily met or if any expenditures or fees by {{CONTRACTOR}} or the P.C.s are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

7.29. SEVERANCE PAY.

The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that from time to time, contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this Agreement reveals that such payments have been made, {{CONTRACTOR}} and/or the P.C.s shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this Agreement null and void.

7.30. CONFIDENTIALITY AND HIPPA COMPLIANCE.

(a) {{CONTRACTOR}} and the P.C.s shall comply with applicable Federal and New York State requirements for confidentiality of records and information and agrees not to allow examination of records or disclosures of information, except as required by law or the County under the terms of this Agreement. {{CONTRACTOR}}, the P.C.s, their officers, agents, employees, and subcontractors, will treat all client/patient information which is obtained by them through their performance under this Agreement as confidential information to the extent required by the laws and regulations of the State of New York and of the United States, including, but not limited to, the Federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104.191 also known as "HIPAA," at 42 USC Sections 300gg and 1320d et seq.; and 29 USC Sections 1181 et seq.) and the Federal Health and Human Services (HHS) Administrative Rules: "Standards for Privacy of Individually Identifiable Health Information" (the "Privacy Rule") "Standards to Protect Individuals' Electronic Personal Health Information" (the "Security Rule") including all applicable regulations set forth in Title 45, Parts 144, 146, 160 and, 162, and 164 of the Code of Federal Regulations (CFR) issued by HHS as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act") at 42 USC Sections 17901, 17921, 17931, 17932 and 17934.

(b) The parties will execute and maintain a Business Associates Agreement in a form mutually agreeable to the parties.

7.31. TRANSITION COOPERATION.

{{CONTRACTOR}} and the P.C.s agree that, upon termination of this Agreement for any reason, sufficient efforts and cooperation will be provided to the County by them to ensure an orderly and efficient transition of services to another Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this ____ day of _____, 2026.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

COUNTY ATTORNEY'S OFFICE

APPROVED AS TO CONTENT:

SHERIFF

THE P.C.s:

BY: _____

BY: _____

BY: _____
SUSAN J. SERINO, COUNTY EXECUTIVE

{{CONTRACTOR}}

BY: _____
DESIGNATED SIGNATORY

BY: _____

ATTACHMENT G

STAFFING MATRIX FORM

Staffing Matrix Form (Attachment G) is in excel format as a separate document published on BidNet.