

PRINCE GEORGE'S COUNTY GOVERNMENT

REQUEST FOR PROPOSALS NO. S09-055

INMATE MEDICAL SERVICES

Special accommodations for persons with disabilities may be made by calling (301) 883-6400 or TDD: (301) 925-5167.

ISSUE DATE: April 22, 2010

PRE-PROPOSAL CONFERENCE: May 6, 2010 at 10:00 a.m.

PROPOSAL CLOSING DATE: May 20, 2010 at 3:00 p.m.

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Rfp4/22/04

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INMATE MEDICAL SERVICES

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SECTION I: INTRODUCTION**1.1 SUMMARY STATEMENT**

Prince George's County, Maryland, ("County"), is soliciting proposals from qualified firms to provide comprehensive medical, dental, psychological, and psychiatric services to inmates housed in the County's Department of Corrections. The services may include, but are not limited to, sick call, physical examinations, emergency hospitalization, pharmacy, x-ray services, dialysis, and other medical procedures as required. In addition, from time to time it will be necessary to administer emergency medical services to members of the staff. Any sub-contracting service arrangements will be the responsibility of the vendor with the prior written approval of the County.

1.2 PROPOSAL CLOSING DATE

To be considered, an original and ten (10) copies of the "Technical Proposals" and an original and ten (10) copies of the "Cost Proposals" must be submitted in two (2) separately sealed packages, collectively the (Proposal). Each package shall include company name, contact name and address and the "RFP # S09-055, Inmate Medical Services" and sent to:

Marie Day, Contract Service Officer
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774

Proposals shall be received and time stamped by the Contract Administration and Procurement Division no later than 3:00 p.m. on May 20, 2010. The submittals must be sealed, and the outside envelope must be clearly marked with the company name and address and the "RFP No. S09-055, Inmate Medical Services".

Late proposals will not be considered. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Contract Administration and Procurement Division. The Offerors shall prepay any shipping/delivery charges, as applicable, for all documents submitted.

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1.3 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on May 6, 2010 at 10:00 a.m., in the Multipurpose Room, County Correctional Center, 13400 Dille Drive, Upper Marlboro, Maryland 20772. Attendance is not mandatory but is strongly recommended. While attendance is not mandatory, information presented may be very informative; therefore, all potential Offerors are encouraged to attend in order to enhance their understanding of the County's requirements and to prepare acceptable proposals. It is recommended that vendors bring a copy of the solicitation as it will be a part of the agenda and the County will not supply copies.

1.4 QUESTIONS AND INQUIRIES

Questions and inquiries must be submitted in writing no later than 4:00 p.m. May 11, 2010. Oral questions will not be considered.

Questions and inquiries must be submitted to:

Marie Day, Contract Service Officer
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Telephone Number: (301) 883-6400
Fax Number: (301) 883-6440
e-mail mday@co.pg.md.us

Written answers will be sent to all vendors listed by the County as receiving a copy of this Request for Proposals (RFP) either by downloading from the website or direct purchase from the Procurement Office.

1.5 PROPOSAL ACCEPTANCE

The County reserves the right to accept or reject any and all Proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Further, the County reserves the right to make a whole award, partial award, or no award at all.

1.6 TERM OF CONTRACT

The initial term of the contract shall be for three (3) years from the date of contract execution and may be extended by mutual agreement of the parties for two (2) additional one (1) year periods.

1.7 PRICE ESCALATION

All prices shall remain firm/fixed for the initial contract period. A price increase may be considered upon written request from the contractor at least ninety (90) days prior to the beginning of any subsequent contract renewals. Price increases shall not, however, exceed the adjusted percentage (%) change in the Consumer Price Index for the Washington-Baltimore Area as published by the Bureau of Labor Statistics, using the June index as a base index for the ensuing contract period. Any price adjustment will be at the sole option of the County.

1.8 DURATION OF PROPOSAL OFFER

Proposals are to be held valid for one hundred twenty (120) calendar days following the closing date for this Request For Proposal. This period may be extended by mutual written agreement between the Offeror and the County.

1.9 NOTICE TO OFFERORS

Before submitting proposal, Offeror shall become fully informed as to the extent and character of the work required and is expected to completely familiarize themselves with the requirements of the solicitation and specifications. Failure to do so will not relieve the Offeror of responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

SECTION II: GENERAL INFORMATION**2.1 ECONOMY OF PREPARATION/INCURRED EXPENSES**

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Offeror's capabilities and description of the offer to meet the requirements of this RFP. The County will not be responsible for any costs incurred by the Offeror in preparing and submitting a response to this solicitation.

2.2 ADDENDA TO THE REQUEST FOR PROPOSALS

If it becomes necessary to revise any part of this RFP, addenda will be provided to all firms listed by the County as receiving a copy of the RFP. Written acknowledgement of receipt of all issued amendments, addenda or changes issued shall be required from all Offerors responding to this RFP and in the form required by the solicitation documents.

2.3 ORAL PRESENTATIONS

The County reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Those Offerors may be required to provide oral presentations to discuss their proposed management techniques, answer questions from the County's Proposal Analysis Group, and/or clarify their technical submittal.

2.4 PERFORMANCE SECURITY

Prior to award of this RFP, the Offeror shall furnish a performance and payment bond, executed by a surety company authorized and licensed to transact business in the State of Maryland, letter of credit, or cashier's check equal to fifteen (15) percent of the contract price for the first three years. Attorney's in fact who sign bonds must file with each bond a certified copy of their power to sign said bonds.

2.5 TAX CERTIFICATION AND GOOD STANDING

The successful Offeror shall be current and in compliance with applicable tax filings and licensing requirements of the Prince George's County Government; and, if a Corporation conducting business in Prince George's County or the State of Maryland, must be registered and in "Good Standing" with the Maryland State Department of Assessment and Taxation. The successful Offeror shall truthfully execute Form A, Tax Certification Affidavit (See Appendix D) and submit this form, together with a copy of its Certification of Good Standing, as applicable, within seven (7) calendar days of the County's Notice of Intent to Award.

2.6 TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION

The successful Offeror shall, within seven calendar days of Notice of Intent to Award, submit to the County a completed Internal Revenue Service "IRS" Form W-9, Request for Tax Payer Identification Number and Certification. Contract award will not be made without timely submission of the completed Form W-9. The Form W-9 and instructions are available to contractors by accessing the IRS website at www.irs.gov.

All payees engaged in trade or business with the County are required to have on file with the County a current and correct Federal Form W-9, "Request for Taxpayer Identification Number and Certification" form. This applies to individuals, sole proprietors, partnerships, corporations, and other legal entities such as nonprofits and governmental units who may otherwise be exempt from filing a tax return. A foreign entity must obtain and submit the appropriate IRS Form W-8.

To assure accurate maintenance of your firm's status, the submission of the W-9 is required for each contract or purchase order executed by and between the County and its contractors. If the term of the contract exceeds one year, the County may request periodic re-submission of the W-9. If the contractor fails to submit the form by the deadline stated in the resubmission request, the County may refuse to pay invoices until the form has been submitted.

2.7 SUBCONTRACTING

Any person undertaking a part of the work under the terms of the Contract, by virtue of any agreement with the Contractor, must receive approval of the Purchasing Agent and Authorized Official of the Department of Corrections prior to any such undertaking. In the event the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish with their proposal the names, qualifications, and experience of their proposed subcontractors. Subcontractors shall conform, in all respects to the provisions specified according to the RFP and Contract. The Contractor shall, however, remain fully liable and responsible for the work done by their subcontractors. The County may terminate the Contract if the subcontracting is done without the Purchasing Agent's prior approval.

2.8 EVIDENCE OF SUBCONTRACTING

Pursuant to the provisions of Section 10A-111 (c) of the County Code, the Contractor is required to submit with their bid/price proposal executed copies of the Subcontractor Project Participation Statement and complete the Subcontractor Participation Schedule (Attachment 4 and Attachment 4A).

2.9 CONFIDENTIALITY/PROPRIETARY INFORMATION

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the County in accordance with the Maryland Freedom of Information Act, 10-601 et. seq., State Government Article of Maryland Annotated Code, County Charter Section 203, and County Administration Procedure 133. Offerors must clearly indicate each and every page that is deemed to be confidential, proprietary information or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement).

2.10 ALLOWANCE OF IN-HOUSE WORK

No section or portion of this RFP or the Contract shall be construed or interpreted to preclude the County from accomplishing any responsibility or undertaking of any operation or project utilizing its own work force.

2.11 PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the Offeror, the Offeror agrees when submitting its proposal that it will make available to all County agencies and departments, bi-County agencies, in-County municipalities, the resulting Contract in accordance with its terms and conditions, should any said department or agency wish to buy under this proposal.

2.12 GENERAL RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The Contractor will perform services with the degree of skill, which is normally exercised by recognized professionals with respect to services of a similar nature.

Neither the County's review, approval or acceptance of, nor payment for, any of the services required under the Contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Contractor's negligent performance of any of the services furnished under the contract.

The rights of the County provided for under the contract are in addition to any rights and remedies provided by law.

2.13 FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

The Contract to be negotiated as a result of this RFP (the "Contract") shall be by and between the Offeror as Contractor and the County, and shall contain provisions included in this RFP. A copy of a standard agreement is included in this RFP as Attachment 6. By submitting a proposal in response to the RFP, the Offeror accepts the terms and conditions set forth herein.

2.14 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn upon written request from the Offeror at the address shown in the solicitation prior to the time of closing. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after time fixed for closing of the proposals.

2.15 MINORITY BUSINESS ENTERPRISE PARTICIPATION

It is the Policy of the County that Minority Business Enterprises (MBE's) as defined in Section 10A-101 (a) (27) of the Prince George's County Code shall have the maximum opportunity to participate as Contractors or Sub-Contractors in the provision of goods and services.

This RFP has a mandatory subcontracting requirement. A minimum of 10% of the total contract value must be subcontracted with one or more certified Minority Business Enterprises (MBE's)"

2.16 AFFIDAVITS, CERTIFICATIONS AND AFFIRMATIONS

Offerors are required to submit with their proposal certain certifications, affirmations and affidavits. These forms, which should be completed by all Offerors, are included as Appendix A-1 through A-3 of this RFP.

SECTION III: SCOPE AND REQUIREMENTS**3.1 BACKGROUND**

Prince George's County, Department of Corrections is responsible for the care, custody, and control of all inmates lawfully committed by the courts. Individuals housed in the Correctional Center are either sentenced up to eighteen (18) months or are awaiting trial on felony and/or misdemeanor charges. These individuals remain in the Correctional Center until they complete their sentences, are transferred to another facility, or are released by the courts either on bond or pre-trial supervision. The Department is responsible for providing basic necessities, such as medical, mental health, dental and related health care to those individuals committed to its custody; this does not include pre-booking injuries. An inmate is deemed to be in custody when a commitment has been issued by the Court Commissioner.

The Department houses females, males and juveniles. The average daily population for the past three fiscal years (July 2007 – June 2009) was 1,414. The average length of incarceration in 2008 was 34.24 days. The facility's current bed space capacity is 1,332; however, with the inclusion of bunks in the facility's dayroom the capacity is 1,624. The department is undergoing construction to add two housing units which will increase the facility's bed space to 1,524 inmates. The new units are scheduled to be completed by April 2011.

The Department is an accredited facility by the Maryland Commission on Correctional Standards and the American Correctional Association. The Contractor shall be required to adhere to and maintain the Maryland Commission on Correctional Standards and the American Correctional Association Standards on Inmate Medical Services

3.2 SCOPE OF WORK

The County is seeking a Contractor to provide comprehensive Inmate Medical Services as described in this RFP. The Contractor shall provide a healthcare program that complies with all applicable federal, state, local and community standards as well as all standards of the American Correctional Association, Maryland Commission on Correctional Standards, and the Prince George's County Health Department.

The Contractor shall utilize a Board Certified internist or family physician and Board Certified Dentist to provide on a regular basis professional medical, mental health, dental and related health care and administrative services for the inmate population. The physician shall also be certified by the Board of Obstetrics and Gynecology. Care for pregnant inmates shall be provided by a Board eligible or certified OB/GYN physician or

3.2 SCOPE OF WORK (continued)

a certified nurse midwife or a certified family physician with appropriate obstetrical experience. Pregnant inmates are to be referred to the County's appropriate prenatal care clinic. The Contractor shall also be expected to operate and maintain the department's infirmary.

The Contractor shall provide qualified healthcare personnel twenty-four (24) hours per day, seven (7) days per week. Contract employees performing professional medical services shall maintain a current State Basic Life Support, and Advanced Cardiac Life Support license and maintain DEA and CPR certification according to State license regulations wherever applicable (except for medical residents or interns following a course of study for training by the Contractor). The successful Offeror shall begin the application process for a State of Maryland controlled substance license (facility) immediately after a notice of award is received. A copy of all licenses are to be submitted with the proposal and provided to the County's Authorized Official initially and upon renewal. All licensures shall be current and maintained on file.

3.3 PROGRAM OBJECTIVES

The objectives for this medical contract are:

1. To maintain an accredited inmate healthcare program, to include the Maryland Commission on Correctional Standards and American Correctional Association, at the County's Correctional Center that provides services to the inmate population twenty-four (24) hours per day seven (7) days per week coverage.
2. To provide routine care and specialty services on-site at the County's Correctional Center to the extent reasonably possible and to make arrangements for those services where such care cannot be performed on-site.

3.4 CONTRACTOR HEALTHCARE RESPONSIBILITIES

The Contractor shall provide comprehensive professional medical, mental health, dental, ancillary and administrative services for the inmates. The County reserves the right to request additional employee services for its 593 employees, to include but not limited to the administering of the following vaccinations: PPDs (annually), HEP B (1-2 times per year), and Influenza (annually). These additional services shall not to be included in the base fee of inmate care and shall be outlined as separate costs.

The Contractor shall provide all initial medical screenings, tuberculosis testing and physical exams. All new inmates should receive a medical and mental health screening and a tuberculin skin test during the initial screening which should take place within two hours of arrival. A complete history and physical shall be performed within fourteen (14) days of inmates arrival. Medical clearances shall be done on all potential inmate workers and annual physical examinations shall be conducted on all inmates in custody for at least one year.

3.4 CONTRACTOR HEALTHCARE RESPONSIBILITIES (continued)

The Contractor shall provide regularly scheduled sick call services at a minimum of five (5) days per week. Inmates are charged four (4) dollars (\$4.00) for sick call. For sick call services rendered, the Contractor shall forward all sick call requests to the department's Inmate Finance Office. It shall be the department's Inmate Finance Office that charges the inmate's account for services rendered. However, follow-up visits related to the original sick call are not charged. Medical services are never withheld as a result of an inmate's inability to pay. Sick call services shall be provided by a Licensed Practical Nurse or other professional to include a Registered Nurse, Registered Nurse Practitioner or a Physician's Assistant. Nursing coverage shall be provided twenty-four (24) hours per day, seven (7) days per week. A physician shall work on-site and shall be available on a twenty-four hour basis.

The Contractor shall provide any sub-specialty medical care to include any off-site activity, such as but not limited to, consultations, laboratory work, emergency room visits and hospitalizations. Radiology services may be performed on premises but must be sub-contracted as the Department can only provide limited space and does not have the required equipment to perform these services.

The Contractor shall be responsible for the coordination of all specialty care that occurs offsite, specifically, dialysis, orthopedic and oral surgery, and any other deemed necessary sub-specialty care. The department shall be responsible for transportation for non-emergency off-site visits. The Contractor shall coordinate with the department on the scheduling of these non-emergency off-site visits. Emergency ambulatory services are provided by the Prince George's County Fire/EMS Department at no cost to the Contractor.

The Contractor shall work closely with Prince George's County Health Department on the screening, diagnosis, treatment, and follow-up of communicable diseases. All reportable communicable diseases and outbreaks among inmate populations shall be reported to the Health Department. Any disease considered a public health issue must be treated according to Local, State or Federal public health guidelines and/or recommendations. The contractor shall treat any inmate that indicates he or she has been previously diagnosed for Hepatitis B or Hepatitis C. The Contractor is not responsible for testing for these diseases. All instruments and equipment including any maintenance and sterilization, pharmaceuticals, and medical supplies including prosthetic devices, are the responsibility of the Contractor.

The Contractor shall provide mental health services through a Board Certified or Board Eligible psychiatrist, licensed clinical social workers, and/or licensed clinical therapists, and a Board Certified psychiatric nurse. Services shall include diagnosis, evaluation, treatment, counseling, discharge paperwork and referrals to community providers. A psychiatrist shall be available for a minimum 24 hours, per week during a seven (7) day work week in accordance with a schedule approved by the Department of Corrections.

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The Contractor shall use a psychiatrist who has prior experience in a correctional setting. The Contractor shall employ at least four (4) full-time equivalent licensed clinical social workers and /or licensed clinical therapists. The psychiatric nurse is to be employed half-time for at least twenty hours per week.

The Contractor shall be responsible for managing an infirmary comprised of twelve (12) isolation cells, along with twelve beds in the male medical ward and four beds in the female medical ward for a total of 16 beds. The Contractor shall be responsible for providing pharmaceutical services. All medicines, excluding antibiotics (prescribed by dentist) and pre-natal multi-vitamins, are delivered to the inmate population. The Contractor is responsible for monitoring the formulary. The Contractor shall also be responsible for supplying a thirty day supply of psychotropic medicines to released inmates that have been treated for mental illness. Inmates are not to be charged for medications.

The Contractor shall be responsible for all pre-existing medical conditions. The Contractor shall be responsible for providing physical examinations on an annual basis to the Contract Food Service workers. However, the Contractor is not responsible for any fitness for duty examinations for any employees or contractors. Onsite dental services will be fifteen hours per week. Routine dental examinations and treatment is permitted. The Contractor is responsible for off-site oral surgery.

The Contractor shall provide regularly scheduled chronic care clinics, to include but not limited to cardiovascular/hypertension, endocrine/thyroid (diabetes), neurology/seizure, infectious disease/HIV/tuberculosis, general medical/special needs, to monitor chronic diseases and provide education on the treatment of chronic diseases. Also, health services shall be provided to any pregnant inmate; however, health care services provided to an infant following birth will be the responsibility of the County. Any pregnant inmate requesting termination is responsible for the cost of this procedure.

The Contractor shall be responsible for the payment of all in-patient and sub-specialty care for the first initial four hundred thousand (\$400,000). Costs that exceed this cap will be shared with the County on a pro-rata basis with the County being responsible for forty-five percent (45%) of all the aggregate costs that exceed four hundred (\$400,000). The Contractor shall provide a monthly aggregate cap report on these off-site expenses.

The Contractor shall maintain all necessary medical records and/or reports, and to prepare periodic reports concerning medical costs both within and outside of the facility and to recommend ways in which to improve healthcare from both a delivery and cost containment perspective and to make them available to appropriate persons so designated by the Department.

The Contractor shall maintain compliance with all OSHA/MOSH rules and regulations also collect and dispose of medical biohazard material in accordance with all federal, State and local laws.

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The Contractor shall develop an emergency Continuity of Operations Plan (COOP) to include but not limited to the provision of medical services off-site in the event of a natural disaster. The Contractor shall also develop and administer a quality assurance program that includes regular chart reviews.

The Contractor shall provide health education and training to staff and inmates. The Contractor shall be responsible for providing in-service training on the recognition of common correctional issues regarding mental health issues and/or other problems, specifically, suicide prevention associated with an inmate population.

The Contractor shall be responsible for the collection and maintenance of documentation for the Department's accreditation from the Maryland Commission on Correctional Standards and American Correctional Association. The Contractor shall ensure that all mandatory standards are met and maintained. Due to the high volume of paperwork associated with these accreditations, the County recommends that the Contractor have a staff person exclusively for this task.

The Contractor shall establish Quality Assurance and Infection Control Committees to meet at regular intervals. To prepare a quarterly report in a format approved by the Director, which summarizes the financial costs of services or care, delivered both inside and outside of the facility, along with recommendations as to how to improve healthcare from both a delivery and cost containment standpoint.

The Contractor shall be responsible for providing a monthly aggregate report on costs associated with all in-patient and sub-specialty care. The Contractor shall also provide the County quarterly reports on cost-containment methods on each type of inmate healthcare.

3.5 COUNTY RESPONSIBILITIES

- A. The County shall provide all necessary custodial and facility maintenance support.
- B. The County shall provide transportation for outside consultations, sub-specialty care, and non-emergency hospital treatment to inmates, visitors, and facility staff. However, if deemed that ambulatory services shall be used for these services by the Contractor, the Contractor will be responsible for the payment.
- C. The County shall provide adequate security personnel to provide escort duties and security throughout the facility, for outpatient visits, and hospitalizations for inmates being treated.
- D. The County shall be responsible for healthcare services to an infant following the infant's birth.

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- E. The County shall be responsible and reserves the right to conduct performance audits as required.
- F. The County shall be responsible for charging inmate's account for sick call services rendered.
- G. The County shall perform all background checks on Contractor's assigned personnel to work at the Correctional Center. The County reserves the right to refuse personnel deemed unsuitable to work in the Correctional Center.

3.6 MINIMUM REQUIREMENTS

- A. The Offeror shall be in the business of providing inmate healthcare services and be licensed in the State of Maryland.
- B. The Offeror shall have five (5) years of continuous contract management and medical services experience with proven effectiveness in providing contractual medical services at a correctional facility or correctional facilities with a population exceeding one thousand four hundred fifty (1,425) inmates.
- C. The Offeror shall have demonstrated experience in obtaining accreditation or re-accreditation from the American Correctional Association for a minimum of one correctional facility with a population exceeding one thousand four hundred fifty (1,425) inmates.
- D. The Offeror shall have prescribed and dispense any necessary medication pursuant to federal, State, and local regulations, and any sub-specialty care, to include all laboratory tests and any necessary follow-up services. These services shall be provided by qualified Board eligible and Board certified healthcare professionals, including the services of a Board Certified Medical Director, Board Certified part-time psychiatrist and a Board Certified part-time psychiatric nurse. Services shall also include dental, psychiatric, and psychological care based on a prescribed number of hours as noted in the RFP document.

3.7 TECHNICAL SPECIFICATIONS

The Offerors' response shall address each of the following items:

- A. Company Profile
 - 1. Mission
 - 2. Personnel: The following topics should be included:
 - a. Annualized payroll in dollars for the past three years
 - b. Anticipated wage rates and benefits packages
 - 3. Recruitment practices

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4. Equal Employment Opportunities
 5. Staff Training/Development Programs
 6. Employee Orientation
 7. Continuing Education Programs
 8. In-Service Training Program
 9. Performance Review Policies
 10. Disciplinary Practices
 11. Employee Clearances
 12. Compliance with Governing Laws
 - a. EEO
 - b. ADA
 - c. OSHA
 - d. HIPPA
- B. Describe Current Contracts
1. Client
 2. Date of Original Contract
 3. Type/Size
- C. Organizational Structure
1. Organizational Chart
 2. Resumes of key personnel
 3. Number of years in business
 4. Number of employees
- D. Project Approach
1. Provide a detailed plan for implementation and management of a cost containment program. The plan shall include the methods by which the Offeror plans to control medicals costs, areas in which cost savings can be achieved, the standard by which the savings or containment shall be measured, and evidence of a successful program.
 2. Provide a detailed Quality Control Management Plan indicating how Offeror shall monitor performance and ensure that accreditation is maintained.
 3. Provide a detailed plan for providing medical services under emergency conditions (natural disaster or any catastrophic event).
 4. Provide a detailed plan to show how medically prescribed diets shall be prescribed and monitored.
 5. Provide a complete detailed turnkey plan showing how medical services shall be provided, along with an understanding of how each key task shall be accomplished. The plan shall include but not be limited to the following:

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- a. Intake Medical Screening
 - b. History and Physical (14 days)
 - c. Inmate Sick Call Services
 - d. Pharmaceutical Services
 - e. Mental Health Services
 - f. Dental Care
 - g. Prosthetic Devices
 - h. Psychological Services
 - i. Emergency Medical Response
 - j. Health Education/Training
 - k. Samples of Quarterly and Annual Report to the County and the Bureau of Administration and Director summarizing healthcare activity and operational cost.
 - l. Requests for medical records
6. Significant company achievements in correctional medical services
 7. References

3.8 DELIVERY SCHEDULE/IMPLEMENTATION

The specific beginning date shall be agreed upon by the Contractor and the Director of the Department of Corrections or the Deputy Director, Bureau of Administration. However, within forty-five (45) days of Notice of Intent to Award, the Contractor shall have a complete organization ready to begin full operation as provided herein.

3.9 INDEMNIFICATION REQUIREMENTS

INDEMNIFICATION: The contractor will save and keep harmless and indemnify the County against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this contract and or any acts in connection with activities to be performed under this contract resulting in whole or in part from the acts, errors or omissions of the contractor, or any employee, agent or representative of the contractor.

3.10 INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS: The contractor will provide the County with evidence of its commercial insurance coverage for the following exposures:

WORKER'S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any

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 INMATE MEDICAL SERVICES

3.10 INSURANCE REQUIREMENTS (continued)

exposure to the contractor or any of the contractor's personnel due to the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the contractor will provide coverage for these exposures on an "if any basis." The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation:	Statutory Limit's (State of Maryland)
Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL): An insurance policy covering the liability of the contractor for all work or operations under or in connection with this project; and all obligations assumed by the contractor under this contract.

Products, Completed Operations and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards, wherever required.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$1,000,000/\$2,000,000 per occurrence/ aggregate
PREMISES MEDICAL PAYMENTS	\$5,000
FIRE LEGAL LIABILITY	\$1,000,000
PERSONAL INJURY/ADVERTISING	\$1,000,000 or combined single limit not less than \$2,000,000

Prince George's County, Maryland must be included as an additional insured under the general liability insurance coverage with respect to activities related to this contract.

AUTOMOBILE LIABILITY INSURANCE: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the District of Columbia, Maryland or Virginia, and not covered under the contractor's aforementioned Commercial General Liability Insurance.

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3.10 INSURANCE REQUIREMENTS (continued)

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$2,000,000 Combined Single Limit

Prince George's County, Maryland must be included as an additional insured under the automobile liability insurance coverage with respect to activities related to this contract.

(If hauling contaminants, pollutants):

The contractor must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.

Contract employees are not permitted to operate any vehicle owned by Prince George's County Government whether in commission of the contract or outside of same.

MEDICAL PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE: A separate insurance policy to pay on behalf of the contractor all costs the contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the contractor or any other person for whose acts the contractor is legally liable arising out of the performance under this PROJECT WORK. The coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$3,000,000 per occurrence/\$3,000,000 aggregate

NURSES PROFESSIONAL LIABILITY INSURANCE: An insurance policy covering any errors, omissions or neglect of the nurse professional for all work performed in connection with the administering of influenza vaccine, monitoring of employees following such administration of vaccine and the administering of any anti-reaction medication as required. Insurance also should include coverage to ensure the integrity of the vaccine under storage, its safekeeping and all other functions performed.

The coverage under such insurance policy or policies shall have limits not less than:

\$1,000,000 Per Claim/\$3,000,000 Aggregate

The following special provisions and conditions are part of the insurance requirements.

3.10 INSURANCE REQUIREMENTS (continued)

SPECIAL PROVISIONS FOR INSURANCE:

- (1) The contractor shall forward to the County, Office of Risk Management a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the County and shall list the various coverage's and limits. Insurance companies providing the coverage must be acceptable to the County, rated by A.M. Best and carry at least an "A" Rating VIII). In addition to the aforementioned provisions; such insurance policies shall not be changed or canceled and they will be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the contract, unless the County's, Office of Risk Management is given 30 days written notice before any change or cancellation is made effective. If requested, the contractor shall directly furnish the Risk Management Office with a certified copy of each insurance policy upon request.
- (2) The initial and subsequent certificates of insurance shall include a description of the contract work and the assigned contract number. Prior to beginning any project work, the insurance requirements as outlined by the Risk Management Office must be approved in writing.
- (3) All insurance shall be procured from insurance or indemnity companies acceptable to the County and licensed and authorized to conduct business in the District of Columbia, State of Maryland and Commonwealth of Virginia. The County's approval or failure to disapprove insurance furnished by the contractor shall not release the Contractor of full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein the County reserves the right to terminate this contract.
- (5) The contractor shall require each subcontractor, at all tiers to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to the County, Risk Management Office prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this contract.

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INMATE MEDICAL SERVICES**3.10 INSURANCE REQUIREMENTS (continued)**

- (6) Any contract of insurance or indemnification naming the County, or any of the departments, agencies, administrators or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the County, et al, are not liable in tort by virtue of being governmental instrumentalities or public or quasi-public bodies.
- (7) In the event the required certificates of insurance as specified herein are not furnished within ten business days prior the execution of the contract, the contractor shall not be permitted to enter upon the property to perform the duties outlined in the contract until all required insurance certificates or evidence of self-insurance has been received.
- (8) The contractor shall, prior to contract execution, and for each extension of the contract, furnish to the Purchasing Agent certificates of insurance as evidence of such insurance coverage stated above. Such insurance certificates shall provide that the Purchasing Agent be notified in writing by the insurer at least 30 days prior to cancellation or material change of any such coverage.

The certificate of insurance should be sent to:

Prince George's County Maryland
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774

3.11 EXCEPTIONS

Offerors may elect to take minor exceptions to requirements of the RFP. Any exceptions will be evaluated based on the intent of the Contract. Exceptions may be considered only if they are submitted with the technical proposal submittal.

3.12 CONTRACT FORM

Offerors wishing to use their standard contract as a starting point in final negotiations should include the proposed contract with the technical proposal. Offerors should note that if any of their contract provisions are in conflict with County laws, regulations, policies or terms of this RFP, the Offeror's provisions may not prevail.

SECTION IV: PROPOSAL SUBMITTALS**4.1 TECHNICAL PROPOSAL FORMAT OUTLINE**

Each technical proposal shall have the following sections prominently displayed:

1. Title
2. Table of Contents
3. Proposal Summary
4. Exceptions or Restrictions (Optional)
5. References

4.2 FORMAT DESCRIPTION

Each proposal shall conform to the following order and format.

- A. Transmittal Letter: The proposal shall include a transmittal letter prepared on the Offeror's business stationery. The purpose is to transmit the proposal; therefore, it should be brief. The letter must be signed (in blue ink) by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.
- B. Title Page: Each proposal shall begin with a Title Page. It should display the words "RFP No. S09-055 Inmate Medical Services". It should also have the name of the company, title, business address and telephone number of the person authorized to obligate the company.
- C. Table of Contents: The proposal should contain a "TABLE OF CONTENTS" with page numbers indicated.
- D. Proposal, Section I: The Offeror shall present on single spaced typed pages their offer. Offeror shall address each of the areas covered under the evaluation criteria, with tabs for each section, in the order as provided below:

- *Company Profile
- *Mission
- *Personnel
- *Current Contracts
- *Organizational Structure
- *Implementation Plan and Cost Containment Program
- *Quality Control Management Plan
- *Natural disasters or catastrophic event Plan
- *Medically prescribed Diet Plan
- *Turnkey Plan
- *Personnel
- *Company Achievements
- *References

4.2 FORMAT DESCRIPTION (continued)**E. Minority Business Enterprise Participation, Section II:**

Identify all minority businesses proposed as subcontractors for this procurement, describe the portion of the work to be performed by each and the percentage of the work it represents within the Technical Proposal. Include a completed signed Minority Business Participation Agreement (Attachment 3) and a copy of the Minority Businesses current Prince George's County MBE Certification Letter. This solicitation requires that 10% of the total Contract Value be subcontracted with one or more Prince George's County certified Minority Business Enterprises (MBE)

F. Exceptions or Restrictions, Section III: Should the Offeror take exceptions to any provision or requirement of this RFP, it must be indicated in this section.**G. List of References, Section IV: List the names of at least three (3) clients for whom you have performed similar services. List the contact individuals, addresses, phone numbers, length of time of contract relationship and services provided.****H. Audited Annual Financial Report, Section IV: The Offeror shall provide the most recent audited annual financial report.****I. Affidavits, Certifications, and Affirmation, Section VI: The Offeror is required to submit with the proposal certain certifications, affirmations and affidavits. These forms must be completed by all Offerors. (See Appendix A-1 through A-3)****4.3 FORMAT FOR SUBMITTING COST PROPOSAL**

The Cost Proposal is to be clearly marked and submitted in an envelope separate from the Technical Proposal.

A. The Offeror shall submit a cost proposal and cost pricing data adequate to enable a thorough cost and price analysis by the County. The data is to be submitted in the format prescribed on the Attachments listed below.

(See Section VII, Cost Attachment 7 – Price Proposal; Cost Attachment 7 – Costing Data Assumptions, 7A and 7B - Pages 67 through 73)

B. A total fixed price to include cost per day per inmate must be submitted for each year of the three-year initial contract period, and shall show the aggregate and individual annual price for the Correctional Center.3

4.3 FORMAT FOR SUBMITTING COST PROPOSAL (continued)

- C. For each month if the average inmate population per day exceeds a base ceiling level of 1,425 inmates by 50 or more inmates, a separate per diem per inmate amount may be added to the base price for all inmates in excess of the ceiling. For purposes of bid evaluation, all price proposals shall be deemed to have payment terms of net 30 days.

4.4 COST PROPOSAL

The Cost Proposal is to be clearly marked and submitted in an envelope separate from the Technical Proposal.

SECTION V: EVALUATION AND SELECTION PROCESS**5.1 SELECTION PROCESS**

A Contract will be awarded to the firm whose Technical Proposal best meets with the County's requirements at the time of award, and whose fee structure is in the best interest of the County. The procurement will be conducted under the County's Proposal Analysis Group (PAG) rules, as described in Procurement Directive No. 93-01, PAG Procedures (Rev. 9/03).

5.2 EVALUATIONS AND SELECTION COMMITTEE

An Evaluation and Selection Committee (the PAG) will evaluate all proposals received by the closing deadline. The Committee may request additional technical assistance from any source within the County.

5.3 QUALIFYING PROPOSALS

The Committee shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any requirements of this procurement may disqualify an Offeror's Technical Proposal. The County reserves the right to waive a requirement and/or minor irregularities when it is in the County's best interest to do so. Proposals will not be opened publicly.

5.4 TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that evaluation of the Technical Proposal be conducted before the Cost Proposal is distributed to the Evaluation and Selection Committee. Consequently, each proposal must be submitted as two separately sealed enclosures. Failure to comply may constitute disqualification of an Offeror's proposal. Proposals will not be opened publicly.

5.5 TECHNICAL EVALUATION CRITERIA

After determining compliance with the requirements of this RFP the Committee shall conduct its evaluation of the technical and cost merit of the proposals. Each proposal received as a result of this RFP shall be subject to the same review and evaluation process. Proposals will be evaluated using a weighted value system. The Committee will use the following criteria in preparing its technical evaluation of Technical Proposals from qualifying Offerors:

RFP NO.: S09-055
INMATE MEDICAL SERVICES**5.5 TECHNICAL EVALUATION CRITERIA (continued)****A. Performance****30%**

1. Demonstrate ability to recruit, employ and maintain qualified healthcare personnel 24 hours, 7 days a week.
2. Demonstrate ability to dispense necessary medication, provide laboratory testing, sub-specialty care, and chronic care clinics. Also, show the ability to provide diagnostic screening and testing for infectious diseases.
3. Demonstrate ability to conduct physical exams and tuberculin testing within the prescribed timeframes indicated in the RFP.
4. Demonstrate ability to obtain and maintain national and state accreditation standards.

B. Technical Specifications**30%**

1. Demonstrate in detail Offerors understanding of the RFP and the proposed requirements.
2. Provide a detailed turnkey plan and proposed transition, including roles, responsibilities and schedules.
3. Provide a detailed cost-containment plan discussing the methodologies for controlling medical costs and cost-savings to include evidence of success in this area.
4. Provide a detailed quality management plan ensuring compliance is monitored and maintained.
5. Provide a detailed plan for medical services during a natural disaster and/or catastrophic event.
6. Demonstrate how medically-prescribed diets will be handled and monitored.

C. Organizational Capability**25%**

1. Organizational and staff experience – Offerors shall describe their qualifications, credentials and experience to perform the work noted in the RFP. Detail information about organization's experience shall include Offeror's direct and related experience in accordance to the scope of work as outlined in Section 3.2 and 3.4 this RFP.

RFP NO.: S09-055
INMATE MEDICAL SERVICES**5.5 TECHNICAL EVALUATION CRITERIA (continued)**

2. Personnel – Offerors shall provide a staffing and organization plan of key personnel to be assigned to this project, to include full time and part time staff, names and credentials of proposed subcontractors, if applicable, who will be assigned to this project. Include resumes of staff and proposed subcontractors to show education, background, relevant experience and licensing with this type of project. Include the organization's recruitment, Equal Employment Opportunity and disciplinary practices. Discuss staff development, to include but not limited to, staff orientations, in-service training, and performance reviews.

The County expects the key personnel submitted in the Offeror's proposal to be the key personnel assigned to work on this contract.

3. References – Offeror shall include list of references as indicated in the RFP document.

D. Minority Business Participation 15%

Technical merit will be given greater consideration than cost.

5.6 MINORITY BUSINESS PARTICIPATION EVALUATION

The Minority Business Enterprise Participation Factors will constitute 15% of the final score or ranking.

If a Certified Minority Business proposes to subcontract 50% or more of the work to Non-certified firms, the business enterprise shall not be considered a Minority Business Enterprise (MBE) with respect to this particular solicitation.

Certified MBE's are eligible to receive up to 15% of the total evaluation points (See table 1 section B for details). Non-minority businesses, which utilize certified MBE's as partners or subcontractors are eligible to receive up to 10% of the total evaluation points (See Table 1 Section A for details). In order to be considered for such points, the proposal must indicate that certification of MBE status has been made by the County prior to the submission of the proposal. To receive points based on utilization of certified MBE subcontractors, each proposal must include a utilization plan, which identifies the participating MBE, the portion of the scope of services to be performed by the MBE, and the value or amount to be paid for such work.

Percent of ranking points will be awarded in accordance with the following MBE participation percentages:

5.6 MINORITY BUSINESS PARTICIPATION EVALUATION (continued)

Evaluation Table 1, Section A

Non-MBE Prime Contractor Evaluation Factors

MBE Subcontract Percentage	Maximum Evaluation Factor
10% or less	0%
11% to 20%	5%
21% to 35%	8%
36% to 50%	10%

Evaluation Table 1, Section B

Certified MBE Prime Contractor Evaluation Factors

Non-MBE Subcontract Percentage	Maximum Evaluation Factor
Less than 30%	15%
31% to 35%	12%
36% to 40%	10%
41% to 45%	9%
46% to 49%	8%
50% or more	0%

The Offeror may demonstrate MBE participation by:

1. Providing a copy of its current MBE certification letter, if the Offeror is an MBE certified by the Prince George's County Minority Business Development Division (MBDD).
2. Requesting and obtaining MBE status with MBDD prior to the closing date of this RFP. Firms currently certified with the Maryland Department of Transportation (MDOT), the Washington Metropolitan Area Transit Authority (WMATA) or the Maryland-District of Columbia Minority Suppliers Development Council (MSDC) shall request MBOC to make a determination of their MBE status.

5.6 MINORITY BUSINESS PARTICIPATION EVALUATION (continued)

3. Completing the MBE Utilization Plan and identifying planned subcontracting with one or more MBEs. (See Attachment #A). This section applies to non-MBE Offerors.
4. Submitting a joint venture agreement between a non-MBE firm and an MBE firm, where the Offeror is a purported joint venture arrangement. The agreement shall detail the partner's capital contribution, financial and management responsibilities, percentage of profit sharing as well as amount of work performed by each firm.

5.7 COST PROPOSALS

Cost Proposals must be submitted in a separately sealed package. Upon completion of the Technical Proposal evaluation, the Committee shall conduct its evaluation of the Cost proposals. The Cost Proposals must contain complete cost information.

5.8 FINAL RANKING AND SELECTION

The evaluation criteria contained herein shall be scored by the Evaluation and Selection Committee based upon the stated weight factors for each category. The Evaluation and Selection Committee will make recommendations to the Purchasing Agent for award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the County considering technical and cost factors set forth in the RFP.

Based on the Selection Committee's initial review of proposals, the County may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. The County reserves the right to make an award with or without negotiations or to request best and final offers.

Only those Offerors who are deemed to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in this process.

5.9 PROPOSALS PROPERTY OF THE COUNTY

All proposals submitted in response to this Request for Proposals become the property of the County and may be appended to any formal documentation which would further define or expand the contractual relationship between the County and the successful Contractor.

APPENDIX A-1

VENDORS OATH AND CERTIFICATION

Pursuant to Subtitle 10, Section 10A-110 of the Prince George's County Code, the Purchasing Agent requests as a matter of law that any contractor receiving a contract or award from Prince George's County, Maryland, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

"I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no officer or employee of the County whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Board of Ethics pursuant to Section 1002 of the Charter of Prince George's County, Maryland; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of Prince George's County, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by Section 1002 of the Charter of Prince George's County, Maryland.

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

APPENDIX A-2

**CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING FAIR LABOR STANDARDS
ACT**

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certificate of Compliance with the Fair Labor Standards Act of 1938 is required of bidders or prospective contractors receiving a contract or award from Prince George's County, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Certification of Bidder

I (We) hereby certify that our firm, as producer of the goods to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Name of Firm/Partnership/Corporation: _____

_____ **Date:** _____

STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT

Part A below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from Prince George's County.

Part B is an affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article.

NOTE: Submission of completed document is prerequisite to award.

PART "A" – OWNERSHIP

Date: _____

1. Full name and address of business: _____

City and State	Zip Code	Bus. Phone w/area code
----------------	----------	------------------------

2. Is the business incorporated? _____ Yes _____ No

3. Other names used by business i.e., T/A: _____

Non-Corporate Business

If response to Item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business.

Name	Business Address	Residence Address
------	------------------	-------------------

Corporate Business Entities

Is the corporation listed on a National Securities Exchange? _____ Yes _____ No

4. List the names of all officers of the corporation, their business and residence addresses and the date they assumed their respective offices.

Name	Residence Office	Business/Address	Date Office Assumed
------	------------------	------------------	---------------------

5. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any).

Name	Residence Business/Address	Date Office Assumed	Date Term of Office Expires
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APPENDIX A-3

STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT

- 6. List the names and residence addresses of all individuals owning at least ten percent (10%) of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class.

Name

Residence Address

This Financial Disclosure Statement has been prepared by _____

_____ on this _____ day of _____, 20____.

Signed by Preparer

PART "B" - AFFIDAVIT (BIDDER'S QUALIFICATION STATEMENT)

- 1. I am the _____ of _____ a party interested in obtaining a contract with Prince George's County under conditions set forth in documents for Bid No. _____.
- 2. Upon examination of relevant records and to the best of my knowledge, no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of nolo contendere to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of Maryland, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);
- 3. I have been authorized to make this statement on behalf of the aforementioned party.

(Signature)

ACKNOWLEDGMENT (Corporate)

I, _____ certify
that I am the

Name (Printed)

_____ of
_____ and

Title and

Business Entity

that _____ who signed the
above Affidavit/

Name (Printed)

is _____ of said entity; that I
know his/her

Title

signature, and his/her signature thereto is genuine; and that the above Affidavit/Statement of Ownership was duly signed, sealed, and attested for in behalf of said entity by authority of its governing body. Further, under penalty of perjury I solemnly affirm that the contents of the foregoing Affidavit and Statement of Ownership are true to the best of my knowledge, information and belief.

(SEAL)

(Name Printed)

(SEAL)

(Signature)

Corporate Seal (as applicable) (SEAL)

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INMATE MEDICAL SERVICES

APPENDIX C

GENERAL TERMS AND CONDITIONS

The following standard General Terms and Conditions of Contract shall apply to this solicitation and shall be incorporated by reference in the contract documents.

1. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of the appropriations available to each agency for the purchase of such commodities or services. The County's extended obligation of those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year. The County shall notify the Contractor as soon as knowledge that funds may not be available for continuance of the contract for each succeeding fiscal year beyond the first year.
2. **PREVAILING LAW:** The Request for Proposals and any resulting contract shall be governed by the laws of Prince George's County and the State of Maryland.
3. **CONTINGENCY FEE PROHIBITION:** The Contractor hereby represents they have not retained anyone to solicit or secure this contract from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.
4. **COUNTY HELD HARMLESS:** It is agreed that the Contractor shall be responsible for any loss, personal injury, deaths and/or damages that may be done or suffered by any persons solely by reasons of the Contractor's negligence or failure to perform any of the obligations which this contract obligates them to perform, and the Contractor hereby agrees to indemnify defend and hold the County harmless from any loss, cost damages, and other expenses suffered or incurred by the County solely by reason of the Contractor's negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damages or injury resulting solely from the performance of their work described herein.
5. **MARYLAND STATE DISCLOSURE:** The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, entitled "Disclosure By Persons Doing Public Business" which requires that every person that enters into contracts, leases, or other agreements with the County, including its agencies, or a political subdivision of the State, under which the person receives in the aggregate either during the two years preceding or after the completion of said contract, lease or agreement, \$100,000 or more, shall file with the State Board certain specified information in include disclosure of political contributions in excess of \$500 to a candidate for elective office.
6. **PROMPT PAYMENT:** Pursuant to provisions of Section 10A-153 of the County Code, the County shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section.

GENERAL TERMS AND CONDITIONS

7. **CONTRACT DISPUTE RESOLUTION:** All claims and disputes arising under the Contract shall be administered by the Contract Administrator and handled in accordance with Sections 10A-104 and 10A-107 of the County Code.
8. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligations under this contract properly and on time or otherwise violates any provision of the contract, the County may terminate the contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Contractor shall at the County's option become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct from monies due the Contractor on this or other County contracts. Damages may include excess re-procurement costs.
9. **TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the County with 30 days advance written notice, or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause in whole, or from time-to-time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
10. **OSHA REGULATIONS, BLOODBORNE PATHOGENS:** The successful Contractor shall, during the course of performance under the proposed contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to bloodborne pathogens and other potentially infectious materials. During the performance of contractual requirements, the Contractor is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available Hepatitis B vaccine and vaccination series to all employees who have occupational exposure and post-exposure follow-up following exposure incidents.
11. **ASSIGNMENT OF CONTRACT:** All covenants and agreements herein contained shall extend and be obligatory on the successor and assigns of the contractor. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of its contract or its right, title or interest herein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Purchasing Agent, but in no case shall such consent relieve the contractor from the obligations, or change the terms, of the contract.

GENERAL TERMS AND CONDITIONS

12. **NON-DISCRIMINATION:** A contractor who is the recipient of County funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the County. Contractor agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services; and contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract. Contractor and subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
13. **EMPLOYMENT OF COUNTY PERSONNEL:** The Contractor may not engage, on a full-time, part-time or other basis, during the period of the contract, any professional or technical personnel in the employ of Prince George's County.
14. **WELFARE TO WORK INITIATIVE:** The Prince George's County Government actively supports provisions of the Welfare Innovation Act of 1996. Offerors responding to this solicitation are encouraged to hire persons enrolled in the "Resource Initiative for Self Empowerment" Program as part of their proposal. Offerors interested in additional information on the welfare to work effort should contact Prince George's County's Department of Social Services/Family Investment Program at (301) 909-7052 for referrals and to complete a job order form for all available positions.
15. **ECONOMIC DEVELOPMENT:** Under authority of the County Executive (Executive Order No. 17-1997), Prince George's County based businesses are encouraged to participate in the County's procurement process. Prince George's County Government is committed to promoting economic development, expanding business opportunities, and providing assistance to businesses interested in locating their principal office or base of operations in Prince George's County. A program for business assistance is available through the Economic Development Corporation. Information on the County's contracting process and opportunities may be obtained through the Office of Central Services, Contract Administration and Procurement Division.
16. **SEXUAL HARASSMENT:** Prince George's County Government is committed to providing a work environment that is free from discrimination, insults intimidation, and other forms for harassment. The County prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety, and injury. Unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by Contractor or subcontractor employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. Any violation of sexual harassment constitutes a breach of contract, and thus the Contractor will be required to remove the offender from the job-site.

GENERAL TERMS AND CONDITIONS

17. **RELEASE OF INFORMATION:** During the term of the Contract, the Contractor may not release any information related to the services or performance of services under the Contract, nor publish any reports or documents relating to the County, the account, or performance of services under the Contract, without prior written consent of the County; and the Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining in any way to the County, the account, or the Contract by the Contractor or its agents or employees.
19. **ARREARAGES:** By submitting a response to this solicitation an offeror shall be deemed to represent that it is not in arrears in the payment of any obligations due and owing the County and State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract.
20. **TAX EXEMPTIONS:** Prince George's County is exempt from the following taxes: (a) State of Maryland by Certificate No. 3000-124-3; (b) District of Columbia Sales Tax by Exemption No. 9199-79411-01; (c) Manufacturers Federal Excise Tax Registration No. 52710247-K.
21. **CONTRACT ALTERATIONS:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his authorized agent.
22. **DEFAULT REMEDIES:** The contract may be canceled or annulled by the Purchasing Agent or his designee in whole or in part by written notice of default to the Contractor for any of the following reasons: failure to perform in accordance with contract specifications, failure to make timely delivery of supplies or services as stipulated in the solicitation or proposal, violation of any contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the Contract, or any extension thereof, fraud or misrepresentation on a County contract, or failure to make timely replacement or correction of rejected articles or services. In the event of partial termination for default, the Contractor shall continue the performance of the Contract to the extent not terminated.

In the event of default by the Contractor, the County may reprocur similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the Contractor is obligated to the County for any excess reprocurement costs incurred by the County as a result of the Contractor's default. Excess reprocurement costs shall be defined as the difference between the defaulting Contractors Contract price and the price paid by the County for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the County in making the reprocurement.

GENERAL TERMS AND CONDITIONS

The Contractor agrees by submitting a proposal that such excess reprourement costs may be recovered by the County by: 1) deduction of such amount from monies owed the Contractor on this or any other Contract(s) the Contractor may have with the County, 2) by recourse to the Contractor's surety, 3) by direct payment by the Contractor to the County or 4) legal action against the Contractor.

23. **DELINQUENT TAX SETOFFS:** In the event that the Contractor owes money to the County as a result of the entry of judgement, debt arising out of a Contract, default as surety to the County, delinquent taxes or assessments or for any other debt or liquidated damages, the County may withhold and set-off such sums owed to the County from payments owed to the Contractor by virtue of this or other contracts.

24. **GENERAL GUARANTY:**

Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Contractor is not the patentee, assignee, licensee or owner.
 - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which he or his workmen is responsible.
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.
25. **CONFLICT OF INTEREST:** As a prerequisite for the payment pursuant to the terms of this Contract, there shall be furnished to the County a statement, under oath that no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finders fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the Contract and that upon request by the County, as a prerequisite to payment pursuant to the terms of this Contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any Contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the County. Whenever any person shall be convicted of a falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall

GENERAL TERMS AND CONDITIONS**25. CONFLICT OF INTEREST: (continued)**

be subject to a fine not exceeding \$1,000 or imprisonment not exceeding six months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any Contract entered into by Prince George's County, Maryland.

26. VENDOR QUALIFICATION STATEMENT: Vendors hereunder are advised that prior to the contract award, a Vendor's Qualification Statement shall be required under the provisions of Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, as pertains to conviction for bribery.**27. COLLUSIVE BIDDING:** The bidder certifies that his proposal is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.**28. IDENTICAL BIDDING – EXECUTIVE ORDER NO. 10946:** All identical proposals submitted to the County as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000 in total amount shall, at the discretion of the County, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961, for possible violation and enforcement of antitrust laws.**29. PROTESTS:** Any bidder which alleges that it has been or will be improperly denied the award of bid may protest the decision or potential decision of the County after the receipt and opening of proposals. Any protest shall be in writing and filed in duplicate with the County Purchasing Agent in an envelope marked "PROTEST." The protest shall set forth the identity of the protestor, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents, which substantiate the protestor's allegations. All protests shall be delivered not later than seven (7) days after the protestor knew or should have known the facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the Purchasing Agent may schedule a hearing or issue a decision based upon the record. If a hearing is granted, it shall be scheduled promptly and a written decision shall be issued as expeditiously as possible. Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening or the closing date for receipt of proposals shall be delivered before bid opening or closing date for receipt of proposals. Protest not delivered within the time periods specified above shall be untimely.

FORM A

BID/PROPOSAL AFFIDAVIT

CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

Part I: I HEREBY AFFIRM THAT:

1. The business named below is a (Maryland ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and addresses of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state]

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

Part II: I FURTHER CERTIFY THAT:

1. I have complied with the applicable tax filing and licensing requirements of Prince George's County, Maryland.
2. The filing information is true and correct concerning tax compliance for the past _____ years. Personal Property _____ Current _____ Not Current

Prince George's County reserves the right to verify the above information with the appropriate Government Authorities.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

(Printed or Typed Name)

**WAGE REQUIREMENTS
FOR
SERVICE CONTRACTS**

Notice to Bidders

This solicitation is subject to the County's Wage Requirements law for service contracts. Information pertaining to the Wage Requirements law is attached. The "Wage Requirements Certification" and, if applicable, the "501 (c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form" that are included with this solicitation must be completed and submitted with your bid or Proposal response.

Failure to complete and submit with you Bid or Proposal the required certification and pricing material on the form(s) included as Appendix E-1 and E-2 as applicable will render your Bid or Proposal unacceptable under County law and the Bid or Proposal will be rejected for non-responsiveness.

WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS
Addendum to the General Terms and Conditions

1. This contract is subject to the wage requirements of Subtitle 10A, Section 10A-144 of Prince George's County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this section, subject to exceptions from coverage for particular contractors in accordance with Section 10A-144 (b) and for particular employees in accordance with Section 10A-144 (f).
2. If any federal, state or County law or federal or state contract or grant requires payment of higher wage or precludes compliance with Section 10A-144, that law shall prevail.
3. Non-profit organizations that are exempt from wage requirements under Section 10A-144 must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract and any health insurance the organization intends to provide to those employees.
4. A contractor must not split or subdivide a contract, pay an employee through a third party or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in Section 10A-144.
5. Each contractor and subcontractor covered under Section 10A-144 must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices informing employees of the wage requirements, and send a copy of each such notice to the County Purchasing Agent.
6. An employer must comply with Section 10A-144 during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County's Wage Determination Board will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore Metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of five cents.
7. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under Section 10A-144. Any retaliation is subject to all sanctions that apply for non-compliance under Section 10A-144.
8. The County may assess to the contractor liquidated damages for any noncompliance with Section 10A-144 wage requirements at the rate of one percent per day of the total contract amount, or for a requirements contract, the estimated annual contract rate value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages with interest. In event of breach of contract under this paragraph, the contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. The contractor and County acknowledge that damages that would result to the County as a result of a breach

WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS
Addendum to the General Terms and Conditions (continued)

under this paragraph are difficult to ascertain, and that liquidated damages provided for this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, the contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under Section 10A-144 wage requirements and recover from the contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under Section 10A-144 wage requirements.

9. The Purchasing Agent may conduct random audits to assure compliance with Section 10A-144. The Purchasing Agent may conduct an on-site inspection(s) for the purpose of determining compliance.
10. If the contractor fails, upon request by the Purchasing Agent, to submit documentation demonstrating compliance with Section 10A-144 to the satisfaction of the Purchasing Agent, the contractor is in breach of this contract. In the event of a breach of contract under this paragraph, the contractor must pay to the County liquidated damages noted in Paragraph 8 (above), in addition to any other remedies to the County. Contractor and County acknowledge that damages that would result to the County as a result of breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the contractor.

APPENDIX E-1

**Wage Requirements Certification for Service Contracts
Prince George's County Code, Section 10A-144**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ E-Mail: _____

Wage Rate Effective July 1, 2009 thru June 30, 2010	\$12.60 Per Hour
Wage Rate Effective July 1, 2010 thru June 30, 2011	\$12.65 Per Hour

MUST CHECK ALL APPROPRIATE BOXES BELOW that apply in the event you, as an "Offeror", are awarded the contract and become "Contractor."

1. Wage Requirements Compliance

- This contractor as a "covered employer" will comply with the requirements under Section 10A-144, Wage Requirements for County Service Contracts. Contractor will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, at least the wage requirements effective at the time the work is performed. The price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements.

2. Exemption Status (if applicable)

This contractor is exempt from Section 10A-144, Wage Requirements for County Service Contracts because it is:

- A contractor who employs fewer than ten employees when the contractor submits a bid or proposal and will continue to be exempt as long as the contractor does not employ ten or more employees at any time the contract is in effect. Section 10A-144 (b) (1).
- A contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County in the next 12-month period. Section 10A-144 (b) (2) (A) and (B).
- A public entity. Section 10A-144 (b) (3).
- A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501 (c) (3) of the Internal Revenue Code. Section 10A-144 (b) (4). (Must complete item 3 below).

APPENDIX E-1

**Wage Requirements Certification for Service Contracts
Prince George's County Code, Section 10A-144**

- An employer to the extent that the employer is expressly precluded from complying with Section 10A-144 by the terms of any federal or state law, contract, or grant. Section 10A-144 (b) (7). (Must specify the law or furnish a copy of the contract or grant)
 - A contractor who has entered into a "participation agreement under Section 10A-141 of the County Code. Section 10A-144 (b) (8).
3. Nonprofit Wage and Health Information (Must complete and submit wage and health insurance form)
- This contractor is a nonprofit organization that is exempt from coverage under Section 10A-144 (b) (4). Accordingly, the contractor has completed the 501 (c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 10A-144 (c) (2).
4. Nonprofit's Comparison Price(s)
- The contractor is a nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, contractor is duplicating the form on which it states its cost proposal or format that is contained in the RFP, and is submitting on this duplicate form its cost(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For proposal evaluation purposes, this cost(s) will be compared to the cost(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate cost proposal or cost format form must be clearly marked as the organizations "comparison cost". In order to compare your cost(s), the revised information on the duplicate cost proposal or cost format form: must be submitted with your proposal, must show how the difference between your cost and your nonprofit organization comparison cost(s) was calculated, and will not be accepted after the proposal closing date. See Section 10A-144 (c) (2).

APPENDIX E-1

5. Wage Requirements Reduction

- This contractor is a "covered employer" and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is:
\$. See Section 10A-114 (d) (1) and (2).

APPENDIX E-1

Wage Requirements Certification for Service Contracts
Prince George's County Code, Section 10A-144

CONTRACTOR CERTIFICATION	
<p>Contractor Signature: Contractor submits this certification form in accordance with Section 10A-144 of the Prince George's County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, shall adhere to all requirements of Section 10A-144.</p>	
Signature: Authorized Corporate, Partner or Proprietor	Date
Typed Name of Signatory	Title of Authorized Signatory
Name of person designated by your firm to monitor your company's compliance with the County's Wage Requirements: Name: _____	
Title: _____	
Phone: _____	

*Participation Agreement – An Agreement entered by the County and a developer pursuant to Subtitle 10A, Section 10A-141 of the County Code wherein the County contributes funds for the construction of regional storm water management facilities or road improvements to be constructed by or contracted by the developer.

MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN

(To be submitted with Proposal)
PERCENTAGES ONLY

Bid/RFP # _____

MBE's Name, Address Phone & Principal	Work to be Performed	MBE Certification	Projected Subcontract Percentage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total: _____

Prime Contractor: _____

Signature of Authorized Representative: _____

Date: _____

RFP NO.: S09-055
INMATE MEDICAL SERVICES

ATTACHMENT 2A

MONTHLY MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT

(To be submitted monthly)

RFP # _____

I certify that the MBE Utilization Schedule dated _____ for this contract is correct and no deviations have occurred or are anticipated to occur.

TOTAL CONTRACT VALUE: _____

MBE Participation %: _____

Monthly MBE Activity
Subcontractors or
Suppliers

NAME	WORK TYPE	MBE PLANNED EXPENDITURES	CUMULATIVE \$ PAID
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total: _____

Prime Contractor: _____

Signature of Authorized Representative: _____

Date: _____

MODIFICATION OF MBE UTILIZATION PLAN
MONTHLY MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT

(To be submitted monthly)

RFP # _____

I certify that the MBE Utilization Plan dated _____ has been modified in accordance with the attached MBE Utilization Plan dated _____ hereby submitted for approval. I acknowledge that failure to have an approved MBE Utilization Plan constitutes a breach of Contract.

TOTAL CONTRACT VALUE: _____

MBE Participation %: _____

Monthly MBE Activity
Subcontractors or
Suppliers

NAME	WORK TYPE	MBE PLANNED EXPENDITURES	CUMULATIVE \$ PAID
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total: _____

Prime Contractor: _____

Signature of Authorized Representative: _____

Date: _____

MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT

(To be submitted with Proposal)

With respect to the Bid/RFP No. _____, I hereby certify that I am the
 _____ and dully authorized representative of
 (Title)

_____, whose address _____
 (Firm) (Firm Address)

and statements made herein are on such firm's behalf.

I. Basic Understanding and Certifications

- a) I understand and subscribe to the following statement of policy and regulatory application:

"It is the policy of Prince George's County, Maryland that minority business enterprises ("MBE") as defined in Section 10A-101 (a) (27) of the Prince George's County Code, shall have the maximum opportunity to participate in the performance of subcontracts under this contract. Consequently the MBE requirements of Section 10A-101-(a) (27) and applicable administrative procedures of the Prince George's County apply to this Contract."

- b) If awarded this Contract, the above named firm agrees to comply with the following MBE obligation:

"The Contractor agrees to ensure that Minority Business Enterprises as defined in Section 10A-101 (a) (27) of the Prince George's County Code have the maximum opportunity to participate in the performance of subcontracts under this contract. In this regard the Contractor shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts under this Contract."

MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT

(To be submitted with Proposal)

- c) We hereby certify that it is the intention of the above named firm to affirmatively seek out and include MBE's to participate in this contract as subcontractors or as subcontractors or suppliers, and to otherwise comply with the provisions of this Agreement.
- d) We hereby certify that, if awarded this contract, the above named firm accepts the requirement to procure ___% of the contract award price from certified MBE's in subcontracting opportunities under this Contract.
- e) We understand that MBE listings and other relevant resources may be obtained from the County, and from other public agencies and private organizations.
- f) We understand and agree that any and all subcontracting in connection with this contract, whether undertaken prior to or subsequently to award of Contract, will be in accordance with the terms of this Agreement.
- g) If awarded this Contract, the above named firm agrees to require all subcontractors to exert their best efforts to accord MBE's the maximum opportunity to participate in lower-tier subcontracting opportunities under the subcontract.
- h) We understand that failure to carry out the requirements set out in this Agreement shall constitute a breach of contract and may result in termination of the Contract by the County or such other remedy, as the County deems appropriate.
- i) We understand that the provisions of this Agreement are in addition to all other equal opportunity requirements of the Contract.

II. Definitions:

- a) "Minority Individuals" are those who have been subjected to prejudice or cultural bias because of their identity as a member of a group in terms of race, color, ethnic origin, or gender, without regard to their individual capabilities. Minority individuals are limited to members of the following groups:
 - 1. African Americans (Black Americans)
 - 2. Asian Americans
 - 3. Hispanic Americans; and
 - 4. Females.

RFP NO.: S09-055
INMATE MEDICAL SERVICES

ATTACHMENT 3

MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT

(To be submitted with Proposal)

- b) "Minority Business Enterprise" means any business enterprise (a) which is at least 51% owned by one or more minority individuals; or, in the case of any publicly owned corporation, at least 51% of the stock of which owned by one or more minority individuals, and (b) whose general management and daily business affairs and essential productive operations are controlled by one or more minority individuals, and (c) which has been certified by the Commission as a Minority Business Enterprise pursuant to Section 2-452 (j) of the Prince George's County Code.

ARE YOU	YES	NO
1. A Minority Business Enterprise	_____	_____
2. A Certified MBE by Prince George's County	_____	_____
3. A Certified MBE by the State of MD (MDOT)	_____	_____
4. Other Certification (specify) _____		

I understand and agree that any and all subcontracting or procurement of supplies and services in connection with Bid/RFP No. _____, whether undertaken prior to or subsequent to award of Contract, will be in accordance with this agreement.

I acknowledge that this agreement is to be made an integral part of the Invitation for Bid/RFP No. _____.

MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT

(To be submitted with Proposal)

Name of Authorized Official
(Please Print)

Signature of Authorized Official

Witness

Date

Date

Subcontractor Project Participation Statement
SUBMIT ONE FORM FOR EACH SUBCONTRACTOR

Provided that _____ is awarded the Prince
Prime Contractor Name

George's County, Maryland contract in conjunction with Solicitation No. _____,

the Prime Contractor and _____, intend to enter into a
Subcontractor Name

contract by which Subcontractor shall: (describe work and staffing of project)

- No - Bond(s) are not required of Subcontractor
- Yes - The following amount and type of bond(s) that will be required of Subcontractor at time of award:

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

*Subcontractor Participation Schedule
(for submission with cost proposal)*

Attachment 4A

*** EFFECTIVE OCTOBER 22, 2007 ***

This document must be included with the bid or price proposal. If the bidder or offeror fails to submit this form with the bid or offer as required, the Administrator of the Contract Administration and Procurement Division shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Solicitation Number	Total Contract Amount \$
List Information For Each Subcontractor On This Project	
Firm Name	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Firm Name	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Firm Name	
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

USE ATTACHMENT 4A CONTINUATION PAGE AS NEEDED

TOTAL SUBCONTRACTOR PARTICIPATION: _____% \$_____

Document Prepared By: (please print or type)

Name: _____

Title: _____

Subcontractor Participation Schedule (continued)

Attachment 4A

List Information For Each Subcontractor On This Project		
Firm Name		
Work To Be Performed		
Dollar Amount or Percentage of Total Contract		
Firm Name		
Work To Be Performed		
Dollar Amount or Percentage of Total Contract		
Firm Name		
Work To Be Performed		
Dollar Amount or Percentage of Total Contract		
Firm Name		
Work To Be Performed		
Dollar Amount or Percentage of Total Contract		
Firm Name		
Work To Be Performed		
Dollar Amount or Percentage of Total Contract		
Firm Name		
Work To Be Performed		
Dollar Amount or Percentage of Total Contract		
Firm Name		
Work To Be Performed		
Dollar Amount or Percentage of Total Contract		

REQUEST FOR PROPOSALS

PRINCE GEORGE'S COUNTY

**RFP NO.: S09-055
INMATE MEDICAL SERVICES**

Attachment 5

**Solicitation # _____
Metropolitan Washington Council of Governments
Rider Clause**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

- _____ Alexandria, Virginia
- _____ Alexandria Public Schools
- _____ Alexandria Sanitation Authority
- _____ Arlington County Public Schools
- _____ Bladensburg, Maryland
- _____ Bowie, Maryland
- _____ Charles County Public Schools
- _____ College Park, Maryland
- _____ Culpeper County, Virginia
- _____ District of Columbia
- _____ District of Columbia Courts
- _____ District of Columbia Public Schools
- _____ District of Columbia Water & Sewer Authority
- _____ Fairfax, Virginia
- _____ Fairfax County, Virginia
- _____ Fairfax County Water Authority
- _____ Falls Church, Virginia
- _____ Fauquier County Schools & Government, Virginia
- _____ Frederick, Maryland
- _____ Frederick County, Maryland
- _____ Gaithersburg, Maryland
- _____ Greenbelt, Maryland
- _____ Herndon, Virginia
- _____ Leesburg, Virginia
- _____ Loudoun County, Virginia
- _____ Loudoun County Public Schools
- _____ Loudoun County Sanitation Authority
- _____ Manassas, Virginia
- _____ City of Manassas Public Schools

YES NO JURISDICTION

- _____ Manassas Park, Virginia
- _____ Maryland-National Capital Park & Planning
- _____ Maryland Department of Transportation
- _____ Metropolitan Washington Airports Authority
- _____ Metropolitan Washington Council of Governments
- _____ Montgomery College
- _____ Montgomery County, Maryland
- _____ Montgomery County Public Schools
- _____ Northern Virginia Community College
- _____ OmniRide
- _____ Potomac & Rappahannock Trans. Commission
- _____ Prince George's County, Maryland
- _____ Prince George's County Public Schools
- _____ Prince William County, Virginia
- _____ Prince William County Public Schools
- _____ Prince William County Service Authority
- _____ Rockville, Maryland
- _____ Spotsylvania County Schools
- _____ Stafford County, Virginia
- _____ Takoma Park, Maryland
- _____ Upper Occoquan Sewage Authority
- _____ Vienna, Virginia
- _____ Virginia Railway Express
- _____ Washington Metropolitan Area Transit Authority
- _____ Washington Suburban Sanitary Commission (WSSC)
- _____ Winchester, Virginia
- _____ Winchester Public Schools

Vendor's Name (revised 8/18/08)

ATTACHMENT 6

AGREEMENT

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 2010, by and between Prince George's County, Maryland, a body corporate and politic (the "County") and _____ (the "Contractor"), having a business address of _____.

WHEREAS, the County issued a Request for Proposal ("RFP") No. _____, for an _____ to include complete administration of the program; and

WHEREAS, in response to the RFP, Contractor submitted technical and cost proposals to the County dated _____, offering to provide an _____ for Prince George's County; and

WITNESSETH, that for and in consideration of their mutual promises and agreements as herein set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged by all parties, it is agreed between the Contractor and the County as follows:

1. CONTRACT DOCUMENTS. The Agreement between the parties (the "Agreement") is set forth in the following documents, which are attached hereto, incorporated by reference, and shall be collectively referred to as the "Contract Documents":

- A. This Agreement and all referenced Attachments;
- B. The County's Request for Proposal No. _____, dated _____, and Addendum No. ____ dated _____ thereto (collectively, the "RFP"); and
- C. Contractor's Technical and Cost Proposals, both dated _____ (collectively, the "Proposal").

Both parties are bound to and will abide by all terms and conditions of the Contract Documents.

2. SCOPE OF WORK. The Contractor shall administer the County's _____ that shall include _____, in accordance with the Scope of Work and responsibilities as more particularly described in the Contract Documents, including, without limitation, Section ____ of the RFP.

3. COMPENSATION. The County shall pay the Contractor an amount not to exceed _____ (\$ _____) for services provided in accordance with this Agreement and the unit prices set forth in the Contractor's Cost Proposal, dated _____, which is a part of this Agreement. (Attachment ____)

RFP NO.: S09-055
INMATE MEDICAL SERVICES

The Contractor shall submit monthly invoices that include the following:

- (1) Contractor's name and remittance address; and
- (2) Contractor's Tax Identification Number; and
- (3) Documentation as to the resultant service completed during the time covering the invoice.

4. AVAILABILITY OF FUNDS. This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of services identified herein. The County's continuing obligation under this Agreement, which envisions County funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year. If the County is unable to secure appropriations for any fiscal year during the term of this Agreement, then the Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice.

5. TERM OF CONTRACT. This Agreement shall be effective as of _____ through _____ for the initial term of _____ years. The term of this Agreement may be extended for _____ additional _____ year periods upon mutual agreement of both parties.

6. TERMINATION FOR CONVENIENCE. The performance of work under the Agreement may be terminated by the County upon thirty (30) days written notice, or such time as mutually agreeable to the parties not to exceed thirty (30) days, in accordance with this clause in whole, or from time-to-time in part, whenever the County's Purchasing Agent shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with the Agreement, which the Contractor has incurred up to the date of termination. However, the Contractor shall not be paid any damages or be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

7. TERMINATION FOR DEFAULT. If the Contractor fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by providing written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All finished services provided by the Contractor shall, at the County's option, become the County property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct from monies due the Contractor on this or other County contracts. Damages may include excess procurement costs.

8. GOVERNING LAW; SEVERABILITY; AND ORDER OF PRECEDENCE IN CONFLICT AMONG CONTRACT DOCUMENTS. This Agreement shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland. In case any one or more of the provisions contained in the Contract Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of the Contract Documents which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be in this order:

REQUEST FOR PROPOSALS

PRINCE GEORGE'S COUNTY

RFP NO.: S09-055
INMATE MEDICAL SERVICES

- A. this Agreement;
- B. the Request for Proposal No. _____, dated _____ and Addendum No. ____ dated _____ thereto (collectively, the "RFP");
- C. the Contractor's Technical Response and Cost Proposal, both dated _____ (collectively, the "Proposal");

9. NON-HIRING OF COUNTY EMPLOYEES: The Contractor shall not engage or otherwise employ any County employee during the performance term of this Agreement without the written consent of the County.

10. LICENSURE REQUIREMENTS: The Contractor shall obtain and maintain all necessary licenses and/or certifications, where licensure and/or certification are required for the provision of services under the terms of this Agreement.

11. CONFIDENTIALITY: Neither party to this Agreement shall use or disclose any confidential information to identify a service recipient of any service provided or received pursuant to this Agreement for any purpose not directly related to the administration of these services, except upon written consent of the recipient of service(s) or the responsible parent or guardian of any minor recipient of services, unless the disclosure is required by court order, or as otherwise authorized in accordance with the terms and conditions of the HIPPA Business Associate Agreement between the County and Contractor, which is attached hereto (Attachment ____) and incorporated by reference. The Contractor shall be in compliance with the Health Insurance Portability and Accountability Act ("HIPAA").

12. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the County, their agents, officials, and employees, from any liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, or negligence of the Contractor, its agents and employees, in connection with or arising out of the performance of the Contract. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.

13. INSURANCE COVERAGE. The Contractor shall perform services with the degree of skill and judgment, which is normally exercised by recognized professionals, paraprofessionals and voluntary service organizations with respect to services of a similar nature.

The Contractor shall take proper safety and health precautions to protect the work environment, employees, the public and the property of others from any damages or injury resulting solely from the performance of work described herein.

The County shall not be liable for any injuries to the employees, agents or assignees of the Contractor arising out of or during the course of employment relating to this Agreement.

14. SUCCESSORS AND ASSIGNS. The terms and conditions contained in the Contract Documents shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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15. ASSIGNMENT OF CONTRACT. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of its right, title or interest in the Contract, or its power to execute any of the Contract Documents, to any other person, firm or corporation, without the previous written consent of the County's Purchasing Agent, but in no case shall such consent relieve the Contractor from the obligations, or change the terms of this Agreement.

16. STATUS OF CONTRACTOR. The Contractor is deemed by this Agreement to be an independent contractor and is not an agent or an employee of the County.

17. PROJECT COORDINATOR. The County will designate a Project Coordinator in the Office of Human Resource Management who shall be the liaison between the County and the Contractor during the term of this Agreement and who shall be responsible for overseeing the successful and harmonious completion of the Agreement.

18. NOTICES. All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by courier, or deposited in the United States mail, postage prepaid certified or registered return receipt requested and addressed as follows:

To County: Director
Office of Finance
14741 Governor Oden Bowie Drive
Room 3200
Upper Marlboro, MD 20772

With Copies to: Purchasing Agent
Office of Central Services
Suite 336
1400 McCormick Drive
Largo, Maryland 20774

And Copies to: County Attorney
Office of Law
14741 Governor Oden Bowie Drive, Room 5121
Upper Marlboro, Maryland 20772

To Contractor: _____

19. FURTHER ASSURANCES. The parties agree that they shall at any time and from time to time prior to or after the execution of this Agreement, execute and deliver any and all additional writings, instruments and other documents and shall take such further action as shall be reasonably required or requested by the other party to effectuate the transactions contemplated by this Agreement.

20. CAPTIONS. The captions of this Agreement are for convenience and reference only, and in no way define or limit the interests, rights, or obligations of the parties hereunder.

21. RECITALS. The Recitals are expressly incorporated herein by reference.

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22. INTERPRETATION. This Agreement shall be construed as a whole and in accordance with its fair meaning, and shall not be construed either for or against either party. Any exhibits or attachments annexed hereto shall be deemed an integral part of this Agreement with the same force and effect as if set forth in full herein. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require. References to all section numbers, subsection numbers, exhibits or attachments shall refer to such section, subsection, exhibit and attachment in this Agreement unless otherwise expressly provided.

23. CUMULATIVE RIGHTS; WAIVERS. Each and every right granted to a party hereunder, or in any other document contemplated hereby or delivered under or executed concurrently herewith, or by law or equity, shall be cumulative and be exercised at any time, or from time to time. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right. The failure of any party at any time, from time to time, to require performance by any other party of any term, condition or provision of the Contract Documents shall in no way alter or otherwise affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of the breach of any term, covenant or provision contained in the Contract Documents, whether by conduct or otherwise, at any time or from time to time, shall be deemed to be or construed as a further or continuing waiver of such condition or breach or as a waiver of any other condition or of any other or subsequent breach of the same of any other term, covenant or provision.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single Agreement.

25. FINAL AGREEMENT. This Agreement contains the final, entire agreement between the parties hereto, and shall supersede all prior correspondence and agreements or understandings with respect thereto. This Agreement shall not be modified or changed orally, but only by an agreement in writing, signed by the authorizing official for each party. For purposes of this section, authorizing official of the County shall be the County Executive, Chief Administrative Officer, or the Deputy Chief Administrative Officer who executes this Agreement.

26. CERTIFICATION OF SIGNATORIES/AUTHORIZED PERSONS. The signatories executing this Agreement on behalf of the County and the Contractor warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.

REQUEST FOR PROPOSALS

PRINCE GEORGE'S COUNTY

RFP NO.: S09-055
INMATE MEDICAL SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

CONTRACTOR:

Attest:

Name:
Title:

BY: _____

Name: _____
Title: _____

DATE

COUNTY:

PRINCE GEORGE'S COUNTY, MARYLAND

WITNESS

BY: _____

Name:
Title:

Reviewed and Approval Recommended:

Name:
Title:

Reviewed for Legal Sufficiency:

Office Of Law

REQUEST FOR PROPOSALS

PRINCE GEORGE'S COUNTY

RFP NO.: S09-055

INMATE MEDICAL SERVICES

ATTACHMENT 7

COST ATTACHMENT 7

PRICE PROPOSAL

<u>Y E A R O N E</u>	<u>Y E A R T W O</u>	<u>Y E A R T H R E E</u>
Correctional Center	Correctional Center	Correctional Center
TOTAL \$	TOTAL \$	TOTAL \$
Year One	Year Two	Year Three
Average Cost Per Day/Per Inmate \$	Average Cost Per Day/Per Inmate \$	Average Cost Per Day/Per Inmate \$
Additional cost per month per inmate above base (1425) (See Page 24, Section 4.3)	Additional cost per month per inmate above base (1425) (See Page 24, Section 4.3)	Additional cost per month per inmate above base (1425) (See Page 24, Section 4.3)
\$	\$	\$

I/We the undersigned agree to furnish all services prescribed in RFP S09-055, at the prices set forth above for the duration of the contract, and pursuant to the terms, conditions, specifications and stipulations contained in the Request for Proposal.

Name of Offeror: _____

Address: _____

Authorized Agent - Name (Typed): _____ Date: _____

Witness: _____ Date: _____

REQUEST FOR PROPOSALS

PRINCE GEORGE'S COUNTY

RFP NO.: S09-055

INMATE MEDICAL SERVICES

C O S T A T T A C H M E N T 7

COSTING DATA ASSUMPTIONS 7A

Method Used For	2011	2012	2013
Calculating Cost*	Year 1	Year 2	Year 3

1. Staff Costs: Salaries and direct salary overhead (specify number of staff per job category on Attachment Mc)
2. Hospitalization (inpatient)
3. Patient Exams (indicate average cost/exam) (e.g., physicals, sick call visits, specialty care visits and emergency visits)
 This amount is buried in staff costs, overhead and administrative costs.
4. Special Procedures (e.g., dental, mental health, laboratory/X-ray)
5. Pharmaceuticals
6. General and Administrative Overhead: Administrative Support (e.g., typing, accounting, photocopying)
7. Supplies, Equipment, Materials, etc.
8. Other Costs (specify)
9. Subtotal
10. Profit/Fee
11. Total

*NOTE: For Items 1-11, indicate method for calculating cost and units used, i.e., per patient visit, average population, cost per inmate, etc.

REQUEST FOR PROPOSALS

PRINCE GEORGE'S COUNTY

RFP NO.: S09-055

INMATE MEDICAL SERVICES

COST ATTACHMENT 7

COSTING DATA ASSUMPTIONS 7B

I. Annual Direct Salary Costs - Include wages per hour of medical and other staff; or, if subcontracting, the cost per hour per individual. Itemize all proposed categories of on-site personnel, General and Administrative, to be furnished. List all for County Correctional Center.

POSITION TITLE	NO. EMPLOYEES BY CATEGORY	HOURLY RATE	X HRS.	= \$ TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
SUBTOTAL				\$

COSTING DATA ASSUMPTIONS (Continued)

II. Overhead Direct Salary

1.	Social Security	\$
2.	Unemployment Compensation	\$
3.	Workman's Compensation	\$
4.	Hospitalization & Insurance	\$
5.	Vacations	\$
6.	Holidays	\$
7.	Sick Leave	\$
8.	Other	\$
	Overhead SubTotal	\$

\$ _____ TOTAL
 DIRECT SALARY +
 OVERHEAD (I +II)

REQUEST FOR PROPOSALS

PRINCE GEORGE'S COUNTY

RFP NO.: S09-055

INMATE MEDICAL SERVICES

III. General and Administrative Overhead - Expressed as % of total salary cost.

A. Administrative and Clerical Support (other than on-site): Itemize:

_____ %
TOTAL \$

_____ %
TOTAL \$

_____ %
TOTAL \$

_____ %
TOTAL \$

COSTING DATA ASSUMPTION (Continued) 7B

B. Other

_____ %
 TOTAL \$

_____ %
 TOTAL \$

_____ %
 TOTAL \$

_____ %
 TOTAL \$

IV. Subtotal - Salaries, General/Administrative Overhead

	Salary	General and Administrative Overhead
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

COSTING DATA ASSUMPTION (Continued) 7B

V. Total Miscellaneous Costs (Employee Services):

	Unit Cost	Total
PPDs (Annually)		
HEP B (1-2 times per year)		
Influenza Shots (Annually)		
Subtotal		

VI. Fee on Items I - IV:

Expressed as percentage of total cost

Expressed as total fee

TOTAL ITEMS I - IV

TOTAL ITEM V

TOTAL CONTRACT PRICE \$ _____

TERMS-NET

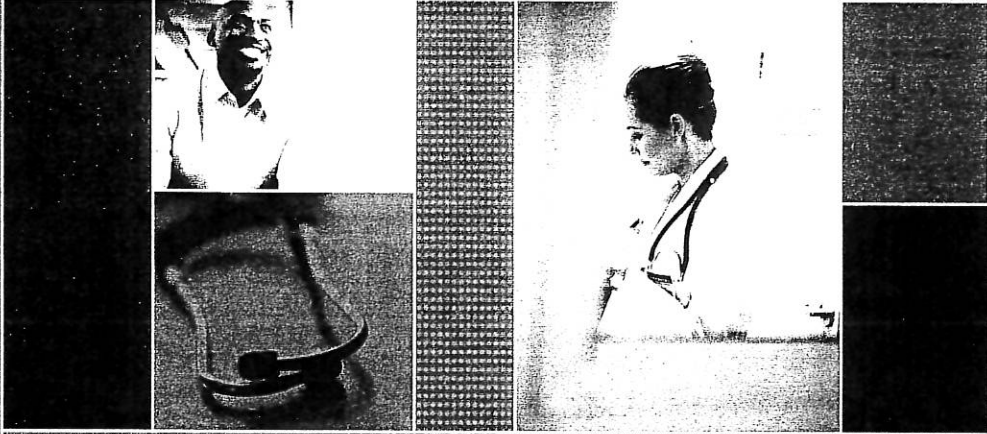
Total \$ _____

Total \$ _____

PLEASE LIST ALL MAJOR CREDIT CARDS ACCEPTED BY YOUR COMPANY:

Please indicate below your interest in participating in the Welfare to Work Initiative:

Will Seek Participation _____ Not Interested _____



**COST PROPOSAL
PREPARED ESPECIALLY FOR:**

**PRINCE GEORGE'S
COUNTY, MARYLAND**

AGREEMENT

This AGREEMENT ("Agreement") is made this 13th day of June, 2012, by and between Prince George's County, Maryland ("County"), a body corporate and politic, and Corizon, Inc. ("Contractor"), having a business address of 105 Westpark Drive, Suite 200, Brentwood, TN 37027.

WHEREAS, the County issued a Request for Proposal, ("RFP") No. S09-055 to secure technical response and cost proposals for providing Inmate Medical Services; and

WHEREAS, in response to the RFP, the Contractor submitted a technical and cost proposal to the County dated January 28, 2011 that offered to provide a complete turnkey program for Inmate Medical Services for Prince George's County; and

WHEREAS, the County's Purchasing Agent has determined that it is in the County's best interest to enter into a contract with the Contractor for the provision of the solicited services; and

WHEREAS, the Contractor is ready, willing and able to provide and deliver reasonable and necessary medical, mental health and dental services to inmates that are under the custody of the County and housed under the supervision of the Prince George's County Department of Corrections ("DOC") at the County's Correctional Center ("Correctional Center") that is located at 13400 Dille Drive, Upper Marlboro, Maryland 20772.

WITNESSETH, that in consideration of the mutual promises and other good and valuable consideration set forth herein, the Contractor and the County hereby agree as follows:

1. **AGREEMENT DOCUMENTS**. This Agreement and the following documents, which are attached hereto and incorporated by reference, shall collectively be referred to as the "Agreement Documents":
 - A. This Agreement and all referenced Attachments;
 - B. The County's Request for Proposal No.S09-055 dated April 22, 2010 and Addendum No. 1 dated May 17, 2010, Addendum No. 2 dated June 8, 2010, Addendum No. 3 dated June 30, 2010, Addendum No. 4 dated July 8, 2010, Addendum No. 5 dated July 20, 2010, Addendum No. 6 dated August 5, 2010, Addendum No. 7 dated August 18, 2010 and Addendum No. 8 Dated August 18, 2010 thereto (collectively, the "RFP"); and
 - C. Contractor's Technical and Cost Proposals, both dated August 26, 2010 (collectively referenced as the "Proposal"); and

Both parties hereby agree to be bound and to abide by all terms and conditions of the Agreement Documents.

2. **SCOPE OF WORK**. The Contractor shall provide a comprehensive Inmate Medical Services Program ("Healthcare Program") as described in Section III of the RFP. The Contractor's Healthcare Program shall comply with all applicable federal, state, local policies, regulations and law and comport with the professional standards established by the American Correctional Association, Maryland Commission on Correctional Standards, and the Prince George's County Health Department.

2.1 Emergency Services – The Contractor shall provide off-site emergency medical care to inmates, to the extent required, through arrangements to be determined with local hospitals. The Contractor's emergency care services shall, therefore, include ambulance transportation services for inmates that require emergency treatment as required in accordance with Section 2.4 of this Agreement. The County shall be responsible for providing routine inmate transportation for all other non-emergency medical treatment as required in accordance with Section 2.4 of this Agreement. The Contractor will provide emergency medical response to inmates, visitors and facility staff as necessary and appropriate on site. Contractor will not be responsible for the cost of ambulance services provided by the Prince George's County Fire/EMS Department.

2.2 Hospitalization Services – The Contractor shall arrange for the admission of any inmate, who in the opinion of the treating physician requires hospitalization. The Contractor shall be responsible for the payment of all costs associated and incurred for any hospitalized inmate, subject to the limits of the Risk Sharing Arrangement as described in Section 2.6 of this Provision.

2.3 Elective Medical Care – The Contractor shall not be responsible for the provision of elective medical care provided to inmates if such medical care was expressly authorized in writing by the County or DOC. For purposes of this Agreement, "elective medical care" means medical care that, if not provided, would not in the opinion of Contractor's Medical Director cause any inmate's health to deteriorate or cause definite harm to any inmate's well-being.

2.4 Transportation Services – To the extent any inmate, visitor, or DOC personnel requires off-site healthcare treatment that may include, but is not limited to, emergency care, hospitalization and specialty services, the County shall provide appropriate transportation services as requested by the Contractor. In emergency situations regarding DOC personnel or visitors, the Contractor shall contact the Prince George's County Fire/EMS Department for transport services. The Contractor shall be responsible only for the associated costs and payment of billed ambulance services that are non-emergency and not provided by the Prince George's County Fire/EMS Department for inmates during the entire period of incarceration.

2.5 Unauthorized Absence and Pre-Booking Injuries - To the extent possible and medically appropriate, the Contractor shall render on-site medical services to inmates for injuries or illnesses incurred prior to incarceration or while in the transit to or from the Correction Center. In no event, however, shall the Contractor be liable for or responsible for the associated costs and payment of medical expenses incurred prior to any inmate's on-site booking at the Correctional Center.

2.6 Risk Sharing Arrangement, Annual Aggregate Cap - The Contractor will be responsible for the first Four Hundred Thousand Dollars (\$400,000.00) of annual costs for off-site services as defined herein. Annual costs for off-site services in excess of Four Hundred Thousand Dollars (\$400,000.00) will be shared between the Contractor and the County at a rate of fifty-five percent (55%) for Contractor and forty-five percent (45%) for the County. In the event a contract period is less than a year, the cap values will be prorated for actual months of service provided. In the event that Contractor does not expend all of the funds below the Four Hundred Thousand Dollar (\$400,000.00) annual aggregate cap, the County shall be entitled to a refund of ninety percent (90%) of the funds not spent. The off-site services and the associated costs for such services to be charged to the annual aggregate cap under this Agreement shall include the following:

- * Emergency room visits
- * Ambulance services, including air ambulance
- * Off-site physician fees
- * Off-site dental fees
- * Dialysis services

- *Contracted laboratory and radiology services (on-site and off-site)
- *Physical and occupational therapy
- *Outpatient procedures and surgeries
- *Inpatient hospitalization (medical, surgical, dental and mental health)
- *Ancillary hospital services (including, but not limited to, nursing homes or therapeutic facilities)
- *Follow-up physician services (including, but not limited to, post operative and specialty physician services).

2.7 Staffing – The Contractor will provide medical, mental health, dental, technical and support personnel necessary for the rendering of healthcare services to inmates as stated herein. The healthcare staff will be at a level consistent with those identified in the RFP with the exception of the psychiatric nurse, as agreed upon; the Contractor may employ either a psychiatric nurse or physician assistant with psychiatric training. The Contractor shall not discriminate in its hiring practices and should follow federal, State and County regulations regarding Equal Employment Opportunity practices. All personnel shall be subject to random urinalysis testing performed by the DOC.

2.8 County Satisfaction with Personnel – If the County should become dissatisfied with any healthcare or general personnel provided by the Contractor and assigned to be employed at DOC in recognition of the sensitive nature of correctional services, will, following receipt of written notice from the County of its dissatisfaction and the problem is not resolved, remove the individual about whom County has expressed its dissatisfaction. Provided that there is not cause for immediate removal of the individual, the Contractor will be allowed a reasonable time, not to exceed sixty (60) days, before removal to find an acceptable replacement.

2.9 Use of Inmates in the Provision of Healthcare Services – Inmates will not be employed or otherwise engaged by either the Contractor or the County in the direct rendering of any healthcare services. The inmates may be used in positions not involving the rendering of healthcare services directly to inmates as the County and Contractor may mutually agree.

2.10 Medical Records – The Contractor will cause to be maintained a comprehensive, accurate medical record for each inmate who has received healthcare services. This medical record will be maintained pursuant to applicable law and will be kept separate from inmate's confinement record. A summary of the applicable medical record will be available to accompany any inmate who is transferred from the Correctional Center to another location for off-site services or who is committed permanently or temporarily to another correctional facility. Medical records will be kept confidential, and Contractor will follow the County's policy with regard to access by inmates and DOC's staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by the Contractor except as provided by the County's policy, by a court order, or otherwise in accordance with applicable law. Inmate medical records are and will remain the property of the County.

2.11 Inmate Information – In order to assist the Contractor in providing the best possible healthcare services to inmates, the County will provide Contractor with information pertaining to inmates that the Contractor identifies as reasonable and necessary for the Contractor to adequately perform its obligations hereunder.

2.12 Limitation of Disclosure for Contractor's Records – The Contractor shall make available to the County, at the County's request, all records, documents and other papers relating to the direct delivery of healthcare services to inmates hereunder; provided, however, that the County understands that the systems, methods, procedures, written materials and other controls employed by the Contractor in the performance of its obligations hereunder are proprietary in nature and will

remain the property of the Contractor and may not, at any time, be distributed, copied or otherwise used by the County, except in connection with the delivery of healthcare services, hereunder, unless such disclosure is approved in writing by the Contractor or otherwise required by law.

2.13 Limitation of Disclosure for County Records - During the term of this Agreement and for a reasonable time thereafter, the County will provide the Contractor, at the Contractor's request, access to the County's records relating to the provision of healthcare services for inmates as is pertinent to the investigation or defense of any claim related to Contractor's conduct. The County will make available to Contractor such records as are maintained by the County, hospitals, and other outside healthcare providers involved in the care or treatment of inmates provided, however, that any such information released by the County shall be kept confidential by Contractor and will not, except as may be required by law, be distributed to any third party without prior written approval by the County.

3. **OFFICE SPACE AND EQUIPMENT.** The County agrees to provide the Contractor with office space, facilities, office furniture, utilities (including telephone service), which shall be sufficient to enable the Contractor to perform its obligations under this Agreement. The Contractor shall reimburse the County for all long distance telephone calls. The County shall authorize the Contractor to gain access and use of all office equipment and supplies then in place at the Correctional Center as of the effective date of this Agreement.

3.1 Supplies - The Contractor warrants and expressly agrees to provide the quality and quantity of supplies that shall be sufficient to perform its obligations under this Agreement.

3.2 General Services - The County will provide for each inmate receiving healthcare services no less than the full range of services and facilities provided by the County for other inmates at the Correctional Center including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

4 **COMPENSATION.** The County shall pay the Contractor for the Scope of Work provided in accordance to the prices set forth in the Contractor's Cost Proposal attached hereto as part of this Agreement. The Contractor shall be paid an amount not to exceed Four Million Nine Hundred Sixty-One Thousand Six Hundred Twelve Dollars (\$4,961,612.00) in Year One; Five Million One Hundred Fifty-One Thousand Four Hundred Sixty-Nine Dollars (\$5,151,469.00) in Year Two and Five Million Three Hundred Sixty-Seven Thousand Seven Hundred Thirty-Seven Dollars (\$5,367,737.00) in Year Three. All costs shall remain fixed during the initial term of this Agreement. The aggregate contract total to be paid pursuant to this Agreement shall not exceed Fifteen Million Four Eighty Thousand Eight Hundred Eighteen Dollars (\$15,480,818.00). All payment invoices shall include the following:

- (1) Contractor's name and remittance address; and
- (2) Contractor's Tax Identification Number; and
- (3) Documentation as to the resultant service completed during the time covering the invoice.

4.1 Per Diem Rates - For Year One of this Agreement, a Per Diem Rate of [REDACTED] will be added to the monthly base compensation for each inmate in excess of the daily base population of one thousand four hundred twenty-five (1,425). For Year Two of this Agreement a Per Diem Rate of [REDACTED] will be added to the monthly base compensation for each inmate in excess of the daily base population of one thousand four hundred twenty-five (1,425). For Year Three of this Agreement, a Per Diem Rate of [REDACTED] will be added to the monthly base compensation for each inmate in excess of the daily base population of one thousand four hundred twenty-five (1,425). The

County will receive a credit to the monthly base compensation at a Per Diem Rate of [REDACTED] for each inmate below the daily base population of one thousand four hundred twenty-five (1425) in the first year; [REDACTED] for each inmate below the daily base population of one thousand four hundred twenty-five (1425) in the second year; [REDACTED] for each inmate below the daily base population of one thousand four hundred twenty-five (1425) in the third year.

5. **AVAILABILITY OF FUNDS.** This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of the services identified herein. The County's continuing obligation under this Agreement, which envision County funding through successive fiscal periods, shall be contingent upon actual appropriations for the current and successive fiscal years. If the County is unable to secure appropriations for any fiscal year during the term of this Agreement, then the Contractor shall have the right to terminate this Agreement upon providing the County thirty (30) days written notice in accordance with Provision 21 of this Agreement.
6. **TERM OF AGREEMENT.** This Agreement shall be effective upon full execution of this Agreement per the date on the first page and shall remain in effect for an initial term of three (3) years. The term of this Agreement may be extended for two (2) additional one (1) year periods upon mutual agreement of both parties.
7. **TERMINATION FOR CONVENIENCE BY THE COUNTY.** The performance of work under this Agreement may be terminated by the County upon providing thirty (30) days written notice in accordance with Provision 21 of this Agreement, or such time as mutually agreeable to the parties not to exceed thirty (30) days, in accordance with this clause in whole, or from time-to-time in part, whenever the County's Purchasing Agent shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with the Agreement, which the Contractor has incurred up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
8. **TERMINATION FOR CONVENIENCE BY CONTRACTOR.** Contractor may terminate this Agreement any time without cause by giving the County at least one hundred eighty (180) days prior written notice.
9. **TERMINATION FOR DEFAULT.** If either party fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of this Agreement, the other party may terminate this Agreement by providing written notice to the defaulting party in accordance with Provision 21 of this Agreement. The written notice shall specify the act(s) or omission(s) relied on as cause for termination. All completed services, written products, medical records, related documents and supplies provided by the Contractor shall, at the County's option, become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct from monies due to the Contractor on this or other County Agreements. Damages may include excess procurement costs.
10. **GOVERNING LAW; SEVERABILITY; AND ORDER OF PRECEDENCE IN CONFLICT AMONG CONTRACT DOCUMENTS.** This Agreement shall be governed by and construed in accordance with the laws of Prince George's County, Maryland and the State of Maryland. In the event that one or more of the provisions contained in the Agreement Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of the Agreement Documents, which shall be construed as if such invalid, illegal or

unenforceable provision had never been contained herein. In the event of a conflict between the terms and conditions of any of the Agreement Documents, the controlling terms and conditions shall be in this order:

- A. this Agreement;
- B. the Request for Proposal No. S09-055 dated April 22, 2010 and Addendum No. 1 dated May 17, 2010, Addendum No. 2 dated June 8, 2010, Addendum No. 3 dated June 30, 2010, Addendum No. 4 dated July 8, 2010, Addendum No. 5 dated July 20, 2010, Addendum No. 6 dated August 5, 2010, Addendum No. 7 dated August 18, 2010 and Addendum No. 8 Dated August 18, 2010 (collectively, the "RFP");
- C. Contractor's Technical Response and Cost Proposals both dated August 26, 2010 and (collectively herein referenced as the "Proposal");

11. **NON-HIRING OF COUNTY EMPLOYEES**. The Contractor shall not engage or otherwise employ any County employee during the performance term of this Agreement without obtaining the prior written consent of the County.

12. **LICENSURE REQUIREMENTS**. The Contractor shall obtain and maintain all necessary licenses and/or certifications that are or may subsequently be required for the provision of services under the terms of this Agreement.

13. **CONFIDENTIALITY**. Neither party to this Agreement shall use or disclose any confidential information to identify a service recipient of any service provided or received pursuant to this Agreement for any purpose not directly related to the administration of these services, except upon written consent of any service recipient or the responsible parent or guardian of any minor recipient of services, unless the disclosure is required by court order or other valid legal or regulatory process, or as otherwise authorized in compliance with the Health Insurance Portability and Accountability Act ("HIPAA").

14. **INDEMNIFICATION**. The Contractor shall indemnify, hold harmless and defend the County, its agents, officials, and employees, from any liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, or negligence of the Contractor, its agents and employees, in connection with or arising out of the performance of this Agreement. The Contractor shall, at its own expense, appear, defend and pay all charges for attorney's fees and all costs and other expenses arising there from or incurred in connection therewith, if any, judgment is rendered against the County in any such action. The Contractor shall further, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, hold harmless and defend the County as herein provided.

15. **INSURANCE COVERAGE**. The Contractor shall perform services under this Agreement with the degree of skill and judgment, which is normally exercised by recognized professionals, paraprofessionals and voluntary service organizations with respect to services of a similar nature.

The Contractor shall take proper safety and health precautions to protect the work environment, employees, the public and the property of others from any damages or injury resulting solely from the performance of work described herein.

The County shall not be liable for any injuries to the employees, agents or assignees of the Contractor arising out of or during the course of employment relating to this Agreement.

The Contractor has in force or shall obtain and provide to Prince George's County, Maryland evidence of commercial insurance coverage, which must be approved annually in writing by the County's Division of Risk Management, the following exposure:

WORKER'S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. The Contractor will provide coverage for these exposures on an "if any basis". The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation: MARYLAND STATE STATUTORY LIMITS

Employer's Liability:	Each Accident	\$500,000
	Disease Policy Limits	\$500,000
	Disease - Each Employee	\$500,000

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL): An insurance policy covering the liability of the Contractor for all work or operations under or in connection with this Agreement; and all obligations assumed by the Contractor under this Agreement. All products, completed operations and contractual liability must be included and the coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

\$1,000,000/\$2,000,000 per occurrence/ aggregate

PREMISES MEDICAL PAYMENTS \$5,000

PERSONAL INJURY / ADVERTISING \$1,000,000

Physical and Sexual Abuse \$100,000/\$300,000 per occurrence

PRINCE GEORGE'S COUNTY, MARYLAND must be included as an additional insured and policy holder under the general liability insurance coverage with respect to services provided under this Agreement.

AUTOMOBILE LIABILITY INSURANCE: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the State of Maryland and not covered under the Contractor's aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$1,000,000 Combined Single Limit

MISC. PROFESSIONAL LIABILITY INSURANCE: A separate insurance policy to pay on behalf of the Contractor all costs that the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the Contractor or any other person for whose acts the Contractor is legally liable arising out of the performance of services under this Agreement. The coverage under such an insurance policy shall have a limit of liability not less than:

\$1,000,000/\$3,000,000 per occurrence /aggregate

16. **SUCCESSORS AND ASSIGNS.** The terms and conditions contained in the Agreement Documents shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

17. **ASSIGNMENT OF AGREEMENT.** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of its right, title or interest in this Agreement, or its power to execute any of the Agreement Documents, to any other person, firm or corporation, without the previous written consent of the County's Purchasing Agent, but in no case shall such consent relieve the Contractor from the obligations, or change the terms of this Agreement.

18. **STATUS OF CONTRACTOR.** The Contractor is deemed by this Agreement to be an independent contractor and is neither an agent nor an employee of the County and therefore, not entitled benefits.

19. **PROJECT COORDINATOR.** The County will designate a Project Coordinator in the DOC who shall be the liaison between the County and the Contractor during the term of this Agreement and who shall be responsible for overseeing the successful and harmonious completion of this Agreement.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by courier, or the United States mail, by postage prepaid certified or registered return receipt requested to the addressed as follows:


To County:	Director Mary Lou McDonough Department of Correction 13400 Dille Drive Marlboro, MD 20772
With Copies to:	Purchasing Agent Office of Central Services 1400 McCormick Drive, Suite 336 Largo, Maryland 20774
And Copies to:	County Attorney Office of Law 14741 Governor Oden Bowie Drive, Room 5121 Upper Marlboro, Maryland 20772
To Contractor:	Stuart Campbell Corizon, Inc. 105 Westpark Drive, Suite 200 Brentwood, TN 37027
	Frank Fletcher Corizon, Inc. 12647 Olive Boulevard St. Louis, MO 63141-9052

21. **FURTHER ASSURANCES.** The parties hereby agree that from time to time prior to or after the execution of this Agreement, execute and deliver any and all additional writings, instruments and other documents and shall take such further action as shall be reasonably required or requested by the other party to effectuate the transactions contemplated by this Agreement.
22. **CAPTIONS.** The captions of this Agreement are for convenience and reference only, and in no way define or limit the interests, rights, or obligations of the parties hereunder.
23. **RECITALS.** The Recitals are expressly incorporated herein by reference.
24. **INTERPRETATION.** This Agreement shall be construed as a whole and in accordance with its fair meaning, and shall not be construed either for or against either party. Any exhibits or attachments annexed hereto shall be deemed an integral part of this Agreement with the same force and effect as the provisions set forth herein. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require. References to all section numbers, subsection numbers, exhibits or attachments shall refer to such section, subsection, exhibit and attachment in this Agreement unless otherwise expressly provided.
25. **CUMULATIVE RIGHTS; WAIVERS.** Each and every right granted to a party hereunder, or in any other document contemplated hereby or delivered under or executed concurrently herewith, or by law or equity, shall be cumulative and be exercised at any time, or from time to time. No failure on the part of any party to exercise, and no delay in exercising, any right shall not operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right. The failure of any party at any time, from time to time, to require performance by any other party of any term, condition or provision of the Agreement Documents shall in no way alter or otherwise affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of the breach of any term, covenant or provision contained in the Agreement Documents, whether by conduct or otherwise, at any time or from time to time, shall be deemed to be or construed as a further or continuing waiver of such condition or breach or as a waiver of any other condition or of any other or subsequent breach of the same of any other term, covenant or provision.
26. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single Agreement.
27. **FINAL AGREEMENT.** This Agreement contains the final, entire agreement between the parties hereto, and shall supersede all prior correspondence and agreements or understandings with respect thereto. This Agreement shall not be modified or changed orally, but only by an agreement in writing, signed by the authorizing official for each party. For purposes of this section, authorizing official of the County shall be the County Executive, Chief Administrative Officer, or the Deputy Chief Administrative Officer who executes this Agreement.
28. **CERTIFICATION OF SIGNATORIES/AUTHORIZED PERSONS.** The signatories executing this Agreement on behalf of the County and the Contractor warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.

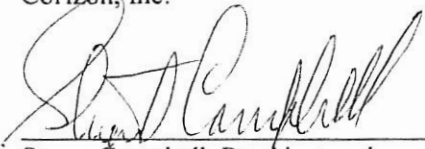
29. **ATTACHMENTS**. The following documents are attached hereto and incorporated by reference:

- A. - Request for Proposal No. S09-055 dated April 22, 2010 and Addendum No. 1 dated May 17, 2010, Addendum No. 2 dated June 8, 2010, Addendum No. 3 dated June 30, 2010, Addendum No. 4 dated July 8, 2010, Addendum No. 5 dated July 20, 2010, Addendum No. 6 dated August 5, 2010, Addendum No. 7 dated August 18, 2010 and Addendum No. 8 Dated August 18, 2010 thereto (collectively, the "RFP").
- B. - Technical and Cost Proposal both dated August 26, 2010 (collectively, the "Proposal")
- C. - Contractor's Certificates of Insurance evidencing insurance coverage as required by the Contract Documents.
- D. - Corporate Acknowledgement
- E. - Bidders Offer & Affidavit

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

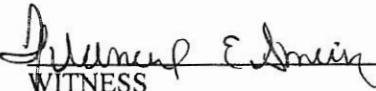


Witness


Corizon, Inc.


Stuart Campbell, President and
Chief Operating Officer

Prince George's County, Maryland

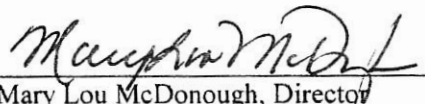


WITNESS



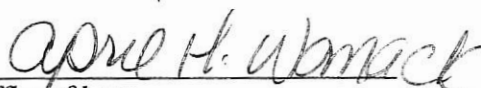
Barry L. Stanton
Deputy Chief Administrative Officer
for Public Safety

Reviewed and Approval Recommended



Mary Lou McDonough, Director
Department of Corrections

Reviewed for Legal Sufficiency



Office of Law

CONTRACTOR NAME CHANGE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this ___ day of _____, _____, (the Effective Date") by and between Corizon, Inc. ("Contractor"), formerly doing business as Correctional Medical Services, Inc. and Prince George's County, Maryland, a body corporate and politic (the "County").

Recitals

WHEREAS, the County has entered into a certain contract with the Contractor, namely, the Health Services Agreement dated May 21, 2004, for the provision of medical services to inmates housed at the County Department of Corrections; and

WHEREAS, Contractor, by an amendment to its certificate of incorporation, dated June 3, 2011, has changed its corporate name to Corizon, Inc.; and

WHEREAS, the amendment accomplishes a change of corporate name only; and

WHEREAS, Contractor has filed documentary evidence of its change of corporate name with the Maryland State Department of Assessments and Taxation.

NOW, THEREFORE, in consideration of the mutual covenants herein stated, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Amendment of Contracts.** The contracts are hereby amended by substituting the name Corizon, Inc. for the name Correctional Medical Services, Inc. wherever it appears in the Contracts. All rights and obligations of the County and of the Contractor under the Contracts are unaffected by Contractor's change of corporate name.
- 2) **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the Laws of Prince George's County and the State of Maryland.
- 3) **Further Assurances.** The parties agree that they shall at any time and from time to time prior to or after the execution of this Agreement, execute and deliver any and all additional writings, instruments and other documents and shall take such further action as shall be reasonably required or requested by the other party to effectuate the transactions contemplated by this Agreement.
- 4) **Recitals.** The recitals are expressly incorporated herein by reference.

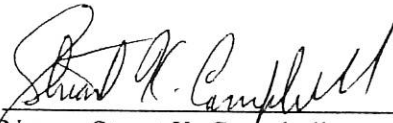
- 5) **Certification of Signatories/Authorized Persons.** The signatories executing this Agreement on behalf of the County and Contractor warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as of their own free act and deed as of the dates noted below.

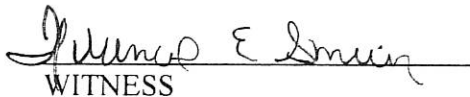
Witness:

Corizon, Inc., formerly doing
business as Correctional Medical Services, Inc.



Name:

BY: 
Name: Stuart K. Campbell
Title: President & COO

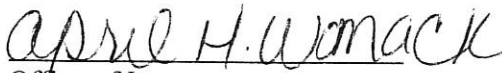
PRINCE GEORGE'S COUNTY MARYLAND


WITNESS

4/13/12.
DATE

BY: 
Barry L. Stanton
Deputy Chief Administrative Officer for Public Safety

Reviewed for Legal Sufficiency:


Office of Law

AMENDMENT NO. 1
TO THE AGREEMENT
BETWEEN PRINCE GEORGE'S COUNTY, MARYLAND
DEPARTMENT OF CORRECTIONS
AND
CORIZON, INC.

This Amendment is effective the 6th day of June, 2014 to the Agreement, dated June 13, 2012, by and between Prince George's County, Maryland, a body of corporate and politic "the County", on behalf of the Prince George's County Department of Corrections herein referred to as "the Department" and Corizon, Inc. hereinafter referred to as the "Contractor", having a business address of 105 Westpark Drive, Suite 200, Brentwood, TN 37027.

Whereas, the County desires to modify the Agreement dated June 13, 2012, Section 2.7, Staffing and Section 4, Compensation, due to an omission in the RFP regarding the dental assistant position and to provide an incentive bonus to twelve of the Contractor's employees and the subcontractor's employees who for the past twelve years (12) have been a part of the Department's inmate healthcare system contributing to its efficiency and effectiveness. The stipulations to this modification is listed below in this document; and

Whereas, the Dental Assistant position was omitted from the original Request for Proposal (RFP) and the Department recognized the omission and the necessity of this position; and

Whereas, the Department is requiring the Contractor to employ a Dental Assistant to assist the Contractor's dentist; and

Whereas, the Dental Assistant will be employed to work fifteen (15) hours per week for a total of seven hundred eighty (780) hours per year; and

Whereas, the Department desires to reward the Contractor's and the subcontractor's employees for their loyalty and longevity of service; and

Whereas, the Department is requiring the Contractor to provide a 2.5% salary adjustment for the following employees: Abu Kalokoh, Healthcare Services Administrator, Asresahegn Meskerem, Medical Director, Albert Cheek, Dentist; Benjamin Yue, Master Social Worker; Loretta Powers and Zewdiensh Admassu, RNs; Mojisola Adeyemi and Cynthia Devenish, LPNs; Sandra Stewart, Medical Technician; Charlene Miles and Keith Shank, Medical Records and Shelley Draper, Administrative Assistant; and

NOW, THEREFORE, the County and the Contractor in consideration of the premises and performance of the terms set forth herein, mutually agree to amend the Agreement as follows:

1. The Parties acknowledge that Contractor has changed its legal name from "Corizon, Inc." to "Corizon, L.L.C." wherever it appears in the Agreement.

2. Section 2.7, Staffing is amended to the add following:

Staffing. The Contractor shall employ a Dental Assistant to support the Dentist. The Dentist will be responsible for supervising the Dental Assistant. The Dental Assistant under the supervision of the Dentist will be responsible for the overall compliance with OSHA and CDC requirements.

3. Section 4, Compensation is amended to add the following:

4.2 During the term of this Amendment No. 1, compensation for the Dental Assistant will be fifteen Dollars (\$15.00) per hour for a total of eleven thousand seven hundred dollars and no cents (\$11,700). Effective March 18, 2014, a 2.5% salary adjustment shall be given to Abu Kalokoh, Healthcare Services Administrator, Asresahegn Meskerem, Medical Director, Albert Cheek, Dentist; Benjamin Yue, Master Social Worker; Loretta Powers and Zewdiensh Admassu, RNs; Mojisola Adeyemi and Cynthia Devenish, LPNs; Sandra Stewart, Medical Technician; Charlene Miles and Keith Shank, Medical Records and Shelley Draper, Admin Assistant(hereinafter "salary adjustments") ;Within thirty (30) calendar days of receipt of the one-time payment defined in Paragraph 4.4 below, Corizon shall make a one-time retroactive payment for the salary adjustments to these employees to represent payment for the period from March 18, 2014 through June 30, 2014.

4.3 County shall increase the annual compensation to Contractor by \$13,040.00 to account for the addition of the dental assistant position, and by \$18,294.00 to account for the 2.5 % salary adjustments to the above mentioned employees for Year Three (July 1, 2014-June30, 2015). Therefore, the County's annual compensation to Contractor for Year Three of this Agreement shall be increased from \$5,367,737.00 to \$5,399,071.00.

4.4 The County agrees to provide Contractor with a one-time payment of \$15,232.27 upon execution of this Amendment No. 1. This payment represents the following: a) \$9,788.37 for monies paid to the dental assistant for the period of July 1, 2012 through March 31, 2013 and b) \$5,443.90 for the salary adjustments for the above mentioned employees for the period from March 18, 2014 through June 30, 2014.

4. All other terms and conditions of the Agreement dated June 13, 2012 that were not herein changed shall remain in full force and effect.

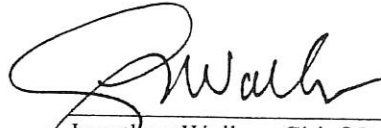
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

Corizon, L.L.C.



Witness




Jonathan Walker, Chief Development Officer

Prince George's County, Maryland

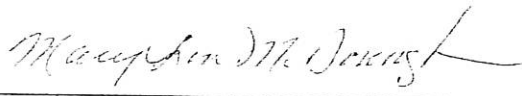


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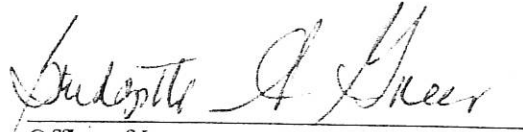
Barry L. Stanton
Deputy Chief Administrative Officer
For Public Safety

Reviewed and Approval Recommended



Mary Lou McDonough, Director
Department of Corrections

Reviewed for Legal Sufficiency



Office of Law

AMENDMENT NO. 2
TO THE AGREEMENT
BETWEEN PRINCE GEORGE'S COUNTY, MARYLAND
DEPARTMENT OF CORRECTIONS
AND
CORIZON, L.L.C.

THIS AMENDMENT NO. 2 ("Amendment"), made and entered into this 17th day of ~~September~~, 2014, by and between Prince George's County, Maryland, a body corporate and politic, hereinafter referred to as "the County", on behalf of the Prince George's County Department of Corrections herein referred to as the "the Department" and Corizon, LLC., hereinafter referred to as "Contractor" having a business address of 105 Westpark Drive, Suite 200, Brentwood, TN 37027.

WHEREAS, the parties on or about June 13, 2012, entered into an Agreement ("Base Agreement") for medical, psychiatric, psychological and dental health care for all persons committed to the care, custody and control of the County at the Department of Corrections; and

WHEREAS, the County requested in the RFP and the Contractor agreed to install an automated electronic medical records system (EMR) by installing the hardware/software for this implementation to comply with federal mandates regarding all healthcare entities must be on an automated records system by 2015; and

WHEREAS, the initial term of the Base Agreement is for three (3) years from June 13, 2012 through June 12, 2015, with the County exercising its unilateral option by extending the contract for two years; and

WHEREAS, the parties amended Section 2.7 Staffing and Section 4 Compensation of Base Agreement in accordance with the terms and conditions set forth in Amendment No. 1; and

WHEREAS, the County is satisfied with the services provided by Contractor and desires to continue its relation with Contractor; and

WHEREAS, the Contractor stated in its price proposal that it will provide the initial capital outlay and implementation costs for an EMR and ongoing maintenance costs through the duration of the contract; and

WHEREAS, the Contractor has purchased the hardware and software for the implementation and installation of the EMR; and

WHEREAS, the Contractor's hardware (computers) will be connected to the County's network. The Office of Technology (OIT) has agreed to this connection and will provide to the County's image to be installed on the hardware (computers); and

NOW THEREFORE, the County and Contractor in consideration of the premises and performance of the terms set forth herein, mutually agree as follows:

1. The Contractor will notify the Department of Corrections' Information Technology Manager ninety (90) days on replacements or removals of any hardware so that the County's image can be installed or removed.
2. The ownership of EMR will remain with the Prince Georges County Department of Corrections 13400 Dille Drive Upper Marlboro MD upon termination of the contract as stipulated in the Contractor's price proposal.
3. If an outage or issue with the County's network inhibits the productivity of the clinical staff, it is the County's responsibility to ensure that the network is functioning properly.
4. The County desires to amend the Base Agreement as set forth herein effective as of July 1, 2014.
5. That all of the recitals set forth above are incorporated herein and are made part of this Agreement.
6. All terms and conditions of the Base Agreement and Amendment No. 1 that were not herein amended shall remain in full force and effect.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the day and year first written above.

Corizon, L.L.C.

Alina Wigg
Witness

F. Jeffrey Sholey
Interim Chief Financial Officer

APPROVED AS TO FORM
by LEGAL DEPT.

Alina Wigg
[Signature]
Witness

Prince George's County, Maryland

Barry L. Stanton
Barry L. Stanton
Deputy Chief Administrative Officer
For Public Safety

Reviewed and Approval Recommended

Mary Lou McDonough
Mary Lou McDonough, Director
Department of Corrections

Reviewed for Legal Sufficiency

April H. Womack
Office of Law

AMENDMENT NO. 1
TO THE AGREEMENT
BETWEEN PRINCE GEORGE'S COUNTY, MARYLAND
DEPARTMENT OF CORRECTIONS
AND
CORIZON, INC.

This Amendment is effective the 4th day of June, 2014 to the Agreement, dated June 13, 2012, by and between Prince George's County, Maryland, a body of corporate and politic "the County", on behalf of the Prince George's County Department of Corrections herein referred to as "the Department" and Corizon, Inc. hereinafter referred to as the "Contractor", having a business address of 105 Westpark Drive, Suite 200, Brentwood, TN 37027.

Whereas, the County desires to modify the Agreement dated June 13, 2012, Section 2.7, Staffing and Section 4, Compensation, due to an omission in the RFP regarding the dental assistant position and to provide an incentive bonus to twelve of the Contractor's employees and the subcontractor's employees who for the past twelve years (12) have been a part of the Department's inmate healthcare system contributing to its efficiency and effectiveness. The stipulations to this modification is listed below in this document; and

Whereas, the Dental Assistant position was omitted from the original Request for Proposal (RFP) and the Department recognized the omission and the necessity of this position; and

Whereas, the Department is requiring the Contractor to employ a Dental Assistant to assist the Contractor's dentist; and

Whereas, the Dental Assistant will be employed to work fifteen (15) hours per week for a total of seven hundred eighty (780) hours per year; and

Whereas, the Department desires to reward the Contractor's and the subcontractor's employees for their loyalty and longevity of service; and

Whereas, the Department is requiring the Contractor to provide a 2.5% salary adjustment for the following employees: Abu Kalokoh, Healthcare Services Administrator, Asresahegn Meskerem, Medical Director, Albert Cheek, Dentist; Benjamin Yue, Master Social Worker; Loretta Powers and Zewdiensh Admassu, RNs; Mojisola Adeyemi and Cynthia Devenish, LPNs; Sandra Stewart, Medical Technician; Charlene Miles and Keith Shank, Medical Records and Shelley Draper, Administrative Assistant; and

NOW, THEREFORE, the County and the Contractor in consideration of the premises and performance of the terms set forth herein, mutually agree to amend the Agreement as follows:

1. The Parties acknowledge that Contractor has changed its legal name from "Corizon, Inc." to "Corizon, L.L.C." wherever it appears in the Agreement.

2. Section 2.7, Staffing is amended to add the following:

Staffing. The Contractor shall employ a Dental Assistant to support the Dentist. The Dentist will be responsible for supervising the Dental Assistant. The Dental Assistant under the supervision of the Dentist will be responsible for the overall compliance with OSHA and CDC requirements.

3. Section 4, Compensation is amended to add the following:

4.2 During the term of this Amendment No. 1, compensation for the Dental Assistant will be fifteen Dollars (\$15.00) per hour for a total of eleven thousand seven hundred dollars and no cents (\$11,700). Effective March 18, 2014, a 2.5% salary adjustment shall be given to Abu Kalokoh, Healthcare Services Administrator, Asresahegn Meskerem, Medical Director, Albert Cheek, Dentist; Benjamin Yue, Master Social Worker; Loretta Powers and Zewdiensh Admassu, RNs; Mojisola Adeyemi and Cynthia Devenish, LPNs; Sandra Stewart, Medical Technician; Charlene Miles and Keith Shank, Medical Records and Shelley Draper, Admin Assistant(hereinafter "salary adjustments") ; Within thirty (30) calendar days of receipt of the one-time payment defined in Paragraph 4.4 below, Corizon shall make a one-time retroactive payment for the salary adjustments to these employees to represent payment for the period from March 18, 2014 through June 30, 2014.

4.3 County shall increase the annual compensation to Contractor by \$13,040.00 to account for the addition of the dental assistant position, and by \$18,294.00 to account for the 2.5 % salary adjustments to the above mentioned employees for Year Three (July 1, 2014-June30, 2015). Therefore, the County's annual compensation to Contractor for Year Three of this Agreement shall be increased from \$5,367,737.00 to \$5,399,071.00.


4.4 The County agrees to provide Contractor with a one-time payment of \$15,232.27 upon execution of this Amendment No. 1. This payment represents the following: a) \$9,788.37 for monies paid to the dental assistant for the period of July 1, 2012 through March 31, 2013 and b) \$5,443.90 for the salary adjustments for the above mentioned employees for the period from March 18, 2014 through June 30, 2014.

4. All other terms and conditions of the Agreement dated June 13, 2012 that were not herein changed shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

Corizon, L.L.C.




Witness

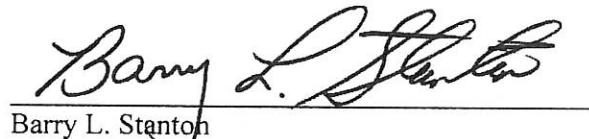


Jonathan Walker, Chief Development Officer

Prince George's County, Maryland

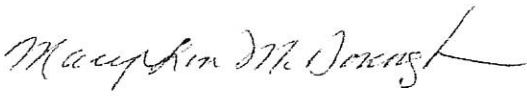


Witness



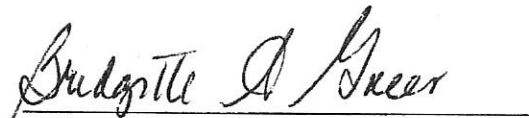
Barry L. Stanton
Deputy Chief Administrative Officer
For Public Safety

Reviewed and Approval Recommended



Mary Lou McDonough, Director
Department of Corrections

Reviewed for Legal Sufficiency



Office of Law

AMENDMENT NO. 3

TO THE AGREEMENT

BETWEEN PRINCE GEORGE'S COUNTY, MARYLAND

DEPARTMENT OF CORRECTIONS

AND

CORIZON, L.L.C.

THIS AMENDMENT NO. 3 ("Amendment"), made and entered into this 5th day of October, 2015, by and between Prince George's County, Maryland, a body corporate and politic, hereinafter referred to as "the County", on behalf of the Prince George's County Department of Corrections herein referred to as the "the Department" and Corizon, LLC.. hereinafter referred to as "Contractor" having a business address of 103 Powell Court, Brentwood, TN 37027.

WHEREAS, the parties on or about June 13, 2012, entered into an Agreement ("Base Agreement") for medical, psychiatric, psychological and dental health care for all persons committed to the care, custody and control of the County at the Department of Corrections; and

WHEREAS, the County requested in the RFP and the Contractor agreed to install an automated electronic medical records system (EMR) by installing the hardware/software for this implementation to comply with federal mandates regarding all healthcare entities must be on an automated records system by 2015; and

WHEREAS, the initial term of the Base Agreement is for three (3) years from June 13, 2012 through June 12, 2015, with the County exercising its unilateral option by extending the contract for two years; and

WHEREAS, the parties amended the Base Agreement with Amendment No. 1 Section 2.7 Staffing and Section 4 Compensation; and Amendment No. 2 Section 2.10 Medical Records (Electronic Medical Records) and Section 6 Term of Agreement; and

WHEREAS, the County is satisfied with the services provided by Contractor and desires to exercise the first of the two (2) one year options; and

NOW THEREFORE, the County and Corizon L.L.C. in consideration of the premises and performance of the terms set forth herein, mutually agree to amend the Base Agreement and the corresponding Amendments as follows:

1. Section 4. Compensation is amended to add the following:

4. Compensation

The County will pay Corizon L.L.C. a monthly base fee of Four Hundred Sixty-Two Thousand Five Hundred Twenty Dollars and 42/100 (\$462,520.42). The base fee shall not exceed Five Million, Five Hundred-Fifty Thousand, Two Hundred Forty-Five Dollars and 00/100 (\$5,550,245.00) during the period covered by this extension.

4.1 Per Diem Rates

During the term of this Extension, (July 1, 2015 through June 30, 2016) a per diem rate of [REDACTED] will be added to the monthly base compensation for each inmate in excess of a daily base population of one thousand four hundred twenty-five (1,425). The County will receive a credit to the monthly base compensation at a per diem of [REDACTED] for each inmate below the daily base population of one thousand four hundred twenty-five (1,425).

2. Section 6. Term of Agreement

The County and Corizon, L.L.C. agree to extend the Agreement in accordance with the terms and conditions set forth in the Amendment for the period from July 1, 2015 through June 30, 2016.

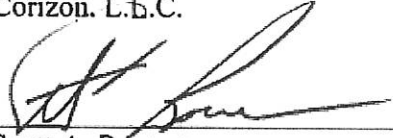
All terms and conditions of the Base Agreement, Amendment No. 1 and Amendment No. 2 that were not herein amended shall remain in full force and effect.

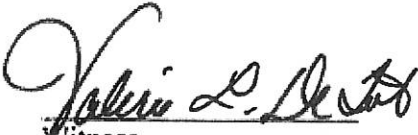
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the day and year first written above.


Charlene Moxton
Witness

Corizon. L.b.C.


Scott A. Bowers
President and COO


Witness


Prince George's County, Maryland


Barry L. Stanton
Deputy Chief Administrative Officer
For Public Safety

Reviewed and Approval Recommended

Mary Lou McDonough / Fokhe'
Mary Lou McDonough, Director
Department of Corrections

Reviewed for Legal Sufficiency


Office of Law

AMENDMENT NO. 4

PRINCE GEORGE'S COUNTY, MARYLAND
DEPARTMENT OF CORRECTIONS

AND

CORIZON, L.L.C.

THIS AMENDMENT NO. 4 ("Amendment") is entered into this 30
day of Sept, 2016, by and between Prince George's County, Maryland
("County"), a body corporate and politic, on behalf of the Prince George's County
Department of Corrections ("Department") and Corizon, L.L.C. ("Contractor") having a
business address of 103 Powell Court, Brentwood, TN 37027.

WHEREAS, the parties on or about June 13, 2012, entered into an Agreement
("Base Agreement") for medical, psychiatric, psychological and dental health care for all
persons committed to the care, custody and control of the County at the Department of
Corrections; and

WHEREAS, the initial term of the Base Agreement is for three (3) years from
June 13, 2012 through June 12, 2015 and includes an unilateral option for the County to
extend the Base Agreement for an additional two (2) years; and

WHEREAS, the parties entered into Amendment No. 1 on June 6, 2014 and
amended Section 2.7 Staffing and Section 4 Compensation and;

WHEREAS, the parties entered into Amendment No. 2 on September 17, 2014
and amended Section 2.10 Electronic Medical Records (EMR) and Section 6 Term of
Agreement; and

WHEREAS, the parties entered into Amendment No. 3 on October 5, 2015 and
amend Section 4 Compensation, Section 4.1 Per Diem Rates and Section 6 Term of
Agreement; and

WHEREAS, the parties desire to amend the Base Agreement in accordance with
the terms and conditions set forth herein; and

WHEREAS, the County is satisfied with the services provided by the Contractor
and desires to exercise the final option term.

NOW THEREFORE, the County and Contractor in consideration of the
premises and performance of the terms set forth herein, mutually agree to amend the Base
Agreement and the corresponding Amendments as follows:

1. Section 4, Compensation of the Base Agreement is hereby amended as follows:

4. Compensation

The County will pay the Contractor a monthly base fee of Four Hundred Sixty-Eight Thousand Nine Hundred Ninety-Five Dollars and Seventy Cents (\$468,995.70). The total base compensation shall not exceed Five Million Six Hundred Twenty-Seven Thousand Nine Hundred Forty-Eight Dollars and Forty-Three Cents (\$5,627,948.43) during the period covered by this Amendment subject to the continued availability of County funding.

4.1 Per Diem Rates

During the term of this Amendment (July 1, 2016 through June 30, 2017) a per diem rate of [REDACTED] will be added to the monthly base compensation for each inmate in excess of a daily base population of one thousand two hundred fifty (1,250). The County will receive a credit to the monthly base compensation at a per diem of [REDACTED] for each inmate below the daily base population of one thousand two hundred fifty (1,250).

2. Section 6. Term of Agreement

The County and Contractor hereby agree to extend the Base Agreement effective as of July 1, 2016 and continuing through June 30, 2017.

3. Effective January 1, 2014, the Affordable Care Act enabled eligible inmates to be covered by Medicaid for approved in-patient hospital services. Prior to the admission for in-patient hospital services, the Contractor shall notify local hospitals to ensure that Medicaid Eligibility Verification System (EVS) screenings are provided for inmates. The parties agree that Contractor may only exclude the cost of approved Medicaid in-patient hospital services from the annual aggregated cap. The Contractor shall indicate in its report all excluded inmates in the annual aggregated cap report. Otherwise, the terms of the risk-sharing shall remain the same as stated in Section 2.6 of the Agreement regarding the annual aggregate cap.

All terms and conditions of the Base Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 that were not herein amended shall remain in full force and effect.

(SIGNATURES APPEAR ON THE NEXT PAGE.)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the day and year first written above.

Corizon, L.L.C.

Janet S. Vogelaar
Witness

K. Kelly
Name: Karey L. Withy
Title: CEO

Prince George's County, Maryland

Mary Lou McDonough
Witness

Mark A. Magaw
Mark A. Magaw
Deputy Chief Administrative Officer
For Public Safety

Reviewed and Approval Recommended

Mary Lou McDonough
Mary Lou McDonough, Director
Department of Corrections

Reviewed for Legal Sufficiency

April M. Wamack
Office of Law

AMENDMENT NO. 5

**PRINCE GEORGE'S COUNTY, MARYLAND
DEPARTMENT OF CORRECTIONS**

AND

CORIZON, L.L.C.

THIS AMENDMENT NO. 5 ("Amendment") is entered into this 18th day of August, 2017, by and between Prince George's County, Maryland ("County"), a body corporate and politic, on behalf of the Prince George's County Department of Corrections ("Department") and Corizon, L.L.C. ("Contractor") having a business address of 103 Powell Court, Brentwood, TN 37027.

WHEREAS, the parties on or about June 13, 2012, entered into an Agreement ("Base Agreement") for medical, psychiatric, psychological and dental health care for all persons committed to the care, custody and control of the County at the Department of Corrections; and

WHEREAS, the initial term of the Base Agreement is for three (3) years from June 13, 2012 through June 12, 2015 and includes an unilateral option for the County to extend the Base Agreement for an additional two (2) years; and

WHEREAS, the parties entered into Amendment No. 1 on June 6, 2014 and amended Section 2.7 Staffing and Section 4 Compensation and;

WHEREAS, the parties entered into Amendment No. 2 on September 17, 2014 and amended Section 2.10 Electronic Medical Records (EMR) and Section 6 Term of Agreement; and

WHEREAS, the parties entered into Amendment No. 3 on October 5, 2015 and amended Section 4 Compensation, Section 4.1 Per Diem Rates and Section 6 Term of Agreement; and

WHEREAS, the parties entered into Amendment No. 4 on September 30, 2016 and amended Section 4 Compensation, Section 4.1 Per Diem Rates and Section 6 Term of Agreement; and

WHEREAS, the parties desire to memorialize their intent to extend the term of the Agreement, pursuant to the authority provided by the County Purchasing Agent.

NOW THEREFORE, the County and Contractor in consideration of the premises and performance of the terms set forth herein, mutually agree to amend the Base Agreement and the corresponding Amendments as follows:

1) **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

2) **Amendments to the Agreement.** The Agreement is hereby amended or modified as follows:

a) Section 4, Compensation of the Base Agreement is hereby amended as follows:

i) 4. Compensation

The County will pay the Contractor a monthly base fee of Four Hundred Sixty-Six Thousand Nine Hundred Seven Dollars and Forty Three Cents (\$466,907.43). The total base compensation shall not exceed Two Million Eight Hundred One Thousand Four Hundred Forty-Four Dollars and Fifty-Eight Cents (\$2,801,444.58) during the period covered by this Amendment subject to the continued availability of County funding.

ii) 4.1 Per Diem Rates

During the term of this Amendment (July 1, 2017 through December 31, 2017) a per diem rate of [REDACTED] will be added to the monthly base compensation for each inmate in excess of a daily base population of 1,100. The County will receive a credit to the monthly base compensation at a per diem of [REDACTED] for each inmate below the daily base population 1,100.

iii) The Agreement is hereby amended by inserting the following provision as Section 4.3:

Prompt Payment.

(a) Notwithstanding any other payment terms in this Agreement, the County will make invoice payments pursuant to the provisions of Section 10A-153 of the County Code and shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section. The County considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in Section 10A-153(a) of the County Code. All days referred to in this clause are calendar days, unless otherwise specified.

(b) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this Agreement the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the

Contractor under this Agreement.

- (2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause:
 - (i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
 - (ii) Computed at the rate of interest specified in Section 10A-153(j)(2) of the County Code in effect at the time the Contractor accrues the obligation to pay an interest penalty.
- (3) Subcontractor clause flow-down. A clause requiring each subcontractor to:
 - (i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (b)(1) and (b)(2) of this clause in each of its subcontracts; and
 - (ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

b) Section 6, Term of the Agreement is hereby amended as follows:

6. Term of Agreement

The County and Contractor hereby agree to extend the Base Agreement effective as of July 1, 2017 and continuing through December 31, 2017.

- 3) **Recitals:** All recitals set forth above are incorporated herein and are made part of this Amendment.
- 4) **Counterparts:** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 5) **Effect of Amendment.** All other terms and conditions of the Agreement and prior amendments not herein amended shall remain unchanged and in full force and effect.

(SIGNATURES APPEAR ON THE NEXT PAGE.)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 on the day and year first written above.

Corizon, L.L.C.

Scott King
Witness

Karey L. Witty
Name: Karey L. Witty
Title: CEO

Prince George's County, Maryland

Julianne Smeaton
Witness

Mark A. Magaw
Mark A. Magaw
Deputy Chief Administrative Officer
For Public Safety

Reviewed and Approval Recommended

Mary Lou McDonough
Mary Lou McDonough, Director
Department of Corrections

Reviewed for Legal Sufficiency

Justin Behan
Office of Law

AMENDMENT NO. 6

PRINCE GEORGE'S COUNTY, MARYLAND
DEPARTMENT OF CORRECTIONS

AND

CORIZON, L.L.C.

THIS AMENDMENT NO. 6 ("Amendment") is entered into this 28th day of Feb, 2018 by and between Prince George's County, Maryland ("County"), a body corporate and politic, on behalf of the Prince George's County Department of Corrections ("Department") and Corizon, L.L.C. ("Contractor") having a business address of 103 Powell Court, Brentwood, TN 37027.

WHEREAS, the parties on or about June 13, 2012, entered into an Agreement ("Base Agreement") for medical, psychiatric, psychological and dental health care for all persons committed to the care, custody and control of the County at the Department of Corrections; and

WHEREAS, the initial term of the Base Agreement is for three (3) years from June 13, 2012 through June 12, 2015 and includes an unilateral option for the County to extend the Base Agreement for an additional two (2) years; and

WHEREAS, the parties entered into Amendment No. 1 on June 6, 2014 and amended Section 2.7 Staffing and Section 4 Compensation and;

WHEREAS, the parties entered into Amendment No. 2 on September 17, 2014 and amended Section 2.10 Electronic Medical Records (EMR) and Section 6 Term of Agreement; and

WHEREAS, the parties entered into Amendment No. 3 on October 5, 2015 and amended Section 4 Compensation, Section 4.1 Per Diem Rates and Section 6 Term of Agreement; and

WHEREAS, the parties entered into Amendment No. 4 on September 30, 2016 and amended Section 4 Compensation, Section 4.1 Per Diem Rates and Section 6 Term of Agreement; and

WHEREAS, the parties entered into Amendment No. 5 on August 18, 2017 and amendment Section 5 Compensation, Section 4.1 Per Diem Rates and Section 6 Term of Agreement; and

WHEREAS, the parties desire to amend the Base Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the County is satisfied with the services provided by the Contractor and desires to extend the term of the Base Contract based on a need for continued service.

NOW THEREFORE, the County and Contractor in consideration of the premises and performance of the terms set forth herein, mutually agree to amend the Base Agreement and the corresponding Amendments as follows:

1) **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

2) **Amendments to the Agreement.** The Agreement is hereby amended or modified as follows:

a) Section 4, Compensation of the Base Agreement is hereby amended as follows:

i) 4. **Compensation**

The County will pay the Contractor a monthly base fee of Four Hundred Sixty-Six Thousand Nine Hundred Seven Dollars and Forty Three Cents (\$466,907.43). The total base compensation shall not exceed Two Million Eight Hundred One Thousand Four Hundred Forty-Four Dollars and Fifty-Eight Cents (\$2,801,444.58) during the period covered by this Amendment subject to the continued availability of County funding.

ii) 4.1 **Per Diem Rates**

During the term of this Amendment (January 1, 2018 through June 30, 2018) a per diem rate of [REDACTED] will be added to the monthly base compensation for each inmate in excess of a daily base population of 1,100. The County will receive a credit to the monthly base compensation at a per diem of [REDACTED] for each inmate below the daily base population 1,100.

iii) The Agreement is hereby amended by inserting the following provision as Section 4.3:

Prompt Payment.

(a) Notwithstanding any other payment terms in this Agreement, the County will make invoice payments pursuant to the provisions of Section 10A-153 of the County Code and shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section. The County considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in Section 10A-153(a) of the County Code. All days referred to in this clause are calendar days, unless otherwise specified.

(b) Subcontract clause requirements. The Contractor shall include in each

subcontract for property or services (including a material supplier) for the purpose of performing this Agreement the following:

- (1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this Agreement.
 - (2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause:
 - (i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
 - (ii) Computed at the rate of interest specified in Section 10A-153(j)(2) of the County Code in effect at the time the Contractor accrues the obligation to pay an interest penalty.
 - (3) Subcontractor clause flow-down. A clause requiring each subcontractor to:
 - (i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (b)(1) and (b)(2) of this clause in each of its subcontracts; and
 - (ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- b) Section 6, Term of the Agreement is hereby amended as follows:

6. Term of Agreement

The County and Contractor hereby agree to extend the Base Agreement effective as of January 1, 2018 and continuing through June 30, 2018.

- c) The Agreement is hereby amended by inserting the following provision as Section 10.1:

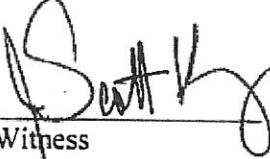
Compliance with County-based small business assistance requirements. The Contractor shall comply with the requirements of Subtitle 10A-160 *et seq.* of the Prince George's County Code which are incorporated by reference into this Agreement. A failure to comply with the applicable requirements shall be a material breach of this Agreement and the County may exercise all rights

and remedies available at law or in equity, as well as those set forth in this Agreement.

- 3) **Recitals:** All recitals set forth above are incorporated herein and are made part of this Amendment.
- 4) **Counterparts:** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 5) **Effect of Amendment.** All other terms and conditions of the Agreement and prior amendments not herein amended shall remain unchanged and in full force and effect.


(SIGNATURES APPEAR ON THE NEXT PAGE.)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 on the day and year first written above.



Witness

Corizon, L.L.C.

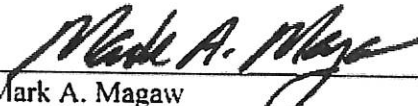


Name: Steve A. Reeter
Title: CEO



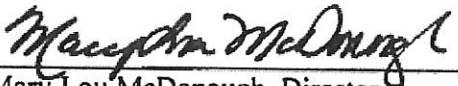
Witness

Prince George's County, Maryland



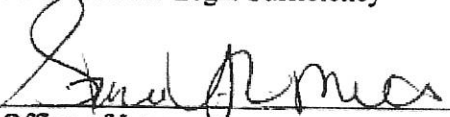
Mark A. Magaw
Deputy Chief Administrative Officer
For Public Safety

Reviewed and Approval Recommended



Mary Lou McDonough, Director
Department of Corrections

Reviewed for Legal Sufficiency



Office of Law