



**REQUEST FOR PROPOSAL**

2011-18J

October 6, 2011

The above number must appear on all quotations and related correspondence.

**THIS IS NOT AN ORDER**

**PROPOSALS ACCEPTED NO LATER THAN:  
3:00 PM, MONDAY, OCTOBER 24, 2011**

**TO: Julie Rollins  
Utah County Auditors Office  
100 East Center, Suite 3600  
Provo, UT 84606 (801) 851-8234**

**UTAH COUNTY INTENDS TO EVALUATE AND SELECT A QUALIFIED MENTAL HEALTH TREATMENT PROVIDER TO CONTRACT FOR MENTAL HEALTH SERVICES FOR INMATES INCARCERATED IN THE UTAH COUNTY SECURITY CENTER.**

\*\*\*\*\* SEE ATTACHED SPECIFICATIONS AND REQUIREMENTS \*\*\*\*\*

PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR PROPOSAL:

- TRANSMITTAL LETTER (SEE SECTION 4.1)
- COMPLETED INFORMATION RESPONSE FORM (EXHIBIT B)
- SIGNATURE PAGE (EXHIBIT C)

PLEASE DIRECT ALL QUESTIONS TO:

DALE BENCH, CORRECTIONS HEALTH SERVICES DIRECTOR  
UTAH COUNTY SECURITY CENTER  
801-851-4224

**PLEASE SUBMIT FOUR (4) COPIES OF YOUR PROPOSAL.**

**SEALED PROPOSALS SHOULD BE MAILED OR HAND DELIVERED TO: JULIE ROLLINS, UTAH COUNTY PURCHASING AGENT, 100 EAST CENTER, SUITE 3600, PROVO, UTAH 84606, AND SHOULD BE CLEARLY MARKED "SEALED PROPOSAL." PLEASE REFERENCE RFP# 2011-18J ON ALL DOCUMENTS PERTAINING TO THIS PROPOSAL. ALL PROPOSALS ARE DUE ON MONDAY, OCTOBER 24, 2011, AT 3:00 P.M. NO LATE PROPOSALS WILL BE ACCEPTED.**

UTAH COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR WAIVE MINOR IRREGULARITIES WHEN TO DO SO WOULD BE IN THE BEST INTERESTS OF UTAH COUNTY. MINOR IRREGULARITIES ARE THOSE WHICH WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON OVERALL COMPETITION OR PERFORMANCE LEVELS.

JULIE ROLLINS, C.P.M.  
PURCHASING AGENT

  
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## **SECTION I ADMINISTRATIVE OVERVIEW**

### **1.1 BACKGROUND**

The Utah County Security Center is located at 3075 North Main, Spanish Fork, Utah 84660. The Utah County Security Center is a detention facility for prisoners.

### **1.2 PURPOSE**

Through this Request for Proposals (RFP), Utah County intends to evaluate and select a qualified mental health treatment provider to contract for mental health services for inmates incarcerated in the Utah County Security Center.

### **1.3 RFP ORGANIZATION**

Pursuant to this RFP a contract will be executed, a copy of which is attached as Exhibit A. The contract period will be for a term commencing when executed and terminating December 31, 2012. Utah County shall have an option, pursuant to the contract, to renew the contract for three additional one year periods, upon the same terms and conditions.

This RFP is organized into six (6) sections plus Exhibits and a Signature Page.

Section 1--Administrative Overview: Outlines general information on the objectives of this RFP, background information on the issuing entity, and the organizational structure of the RFP.

Section 2--Procurement Rules and Procedures: Outlines the rules and schedules for this procurement.

Section 3--Instructions for Proposal Preparation: Outlines the precise manner in which proposals must be submitted for consideration. Failure to adhere to these guidelines may result in the rejection of the proposal.

Section 4--Proposal Requirement: Outlines the inclusion requirements for consideration of proposals.

Section 5--Evaluation Procedures: Describes how proposals will be evaluated by the issuing entity.

Section 6--Terms and Conditions: Outlines certain terms and conditions under which the contract must be performed.

#### 1.4 DESCRIPTION OF WORK

- a. To examine, evaluate, diagnose, and treat the necessary mental health needs of inmates incarcerated in the Utah County Security Center. Provide professional mental health care and treatment requiring medical attention, i.e.; examination, diagnosis and treatment.
- b. To schedule appointments at least two days per week for the purposes set out in the preceding paragraph a at the Security Center facility for at least 3.5 hours per day or more if requested by County.
- c. To maintain a complete mental health history on inmates including treatments, evaluation and prescriptions. Medical records will remain at the Security Center Facility as property of Utah County.
- d. To provide standard reports as requested by the County and yearly reports to Utah County Commission concerning statistics.
- e. To provide emergency telephone consultations 24 hours a day, 7 days a week, through a pager or answering service.
- f. To prescribe psychiatric medication when appropriate.
- g. To cooperate with the Security Center's contract physician and pharmacy in obtaining medications for inmates. Further, to update protocols, policies, and procedures which are in place at the Utah County Security Center. All revised manuals will remain the property of Utah County. Review annually the health services policy and procedure manual and advise the Security Center commander of recommended changes.
- h. To provide billings at the time the services are performed in accordance with the usual method of billing.
- i. To attend quarterly administrative meetings, and to develop quality improvement projects. Cooperate and coordinate Mental Health Services with Security Center administration and health care personnel as needed.
- j. To provide written documentation for psychiatric treatments provided including time and date services are provided, evaluation, description of services provided and treatment plan.
- k. To conduct face to face interviews with inmates assessing their psychiatric need.
- l. To participate in and support administrations efforts to continue Security Center accreditation with the National Commission on Correctional Health Care.
- m. To maintain medical charts for all patients.
- n. In performance of the work herein contemplated, the PROVIDER has the authority to control the services and treatment rendered and County staff shall follow PROVIDER'S treatment instructions unless otherwise directed by the contract physician.
- o. To provide in-service training to nurses at the Utah County Security Center.
- p. To attend Security Center's quarterly medical meeting.
- q. Provider will be a state of Utah licensed physician certified by the American Board of Psychiatry and Neurology.
- r. To provide a full time master level therapist to fulfill the following duties and responsibilities:

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- (1) Conduct mental health screening on all inmates currently on suicide watch in order to triage/determine the inmate's risk for self-harm. Make housing arrangement recommendations to County Jail security staff.
  - (2) Follow-up with inmates on suicide watch at least weekly or more often as necessary to track progress and ensure safety.
  - (3) Coordinate with mental health nurse and contract psychiatrists in the formulation and implementation of treatment plans.
  - (4) Attend monthly jail mental health case management meeting, and other meetings as required.
  - (5) Input of all clinical notes, memos, etc. into jail electronic medical records.
  - (6) Conduct individual and group therapy sessions as work-load allows.
  - (7) Conduct Pre-Prison mental health screening on those inmates sentenced to prison to ensure their safety during the transition/interim between jail and prison.

#### **1.5. SECURITY**

Contract medical and health care personnel are required to meet the Security Center's security requirements including a background check. When an inmate is transported to a location other than the Utah County Security Center for mental health treatment, the inmate will remain in a restraining belt and cuffs, whenever possible. If the inmate is an escape risk and is considered dangerous, the PROVIDER shall be entitled to the following:

- a. If it is necessary to remove the restraining devices, additional assistance shall be summoned.
- b. A uniformed officer shall accompany any prisoner being transported.
- c. Every effort shall be made to maintain safe and effective control over prisoners at all times and to secure the safety of PROVIDER and other attending medical personnel.

#### **1.6 GUIDELINES AND RECOMMENDATIONS**

- a. Prisoners are entitled to receive basic mental health services that maintain their mental health status, including diagnosis of and treatment of serious, acute and chronic illnesses. However, this care is provided within the constraints and resources available in the Security Center's environment.
- b. PROVIDER shall provide necessary diagnostic and therapeutic services within the Security Center clinics. Referral to hospitals, and clinics should be limited to those circumstances where failure to do so might pose serious long-term risks to prisoner's mental health.
- c. Administration of prescribed medications should be the lowest frequency consistent with maintenance of function.

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- d. PROVIDER is encouraged to recommend on going modifications in policy and procedure that will improve operational efficiency and morale while maintaining the goal of providing adequate basic mental health services to the prisoner population.
  - e. PROVIDER will be on-call on a 24-hour basis for emergencies or emergency psychiatric consultations.
  - f. Provider will use the existing Security Center's nursing chart to record and maintain a complete mental health record on all inmates in his care. This will include the mental health screening, order, progress notes, medications recommended, any evaluations, lab results, etc. It is understood the record is the property of the Security Center.
  - g. Provider will periodically meet with Security Center's administration and health care personnel as requested by the Security Center to promote or maintain the most appropriate mental health care possible for inmates, or other issues relating to either organization's needs.
  - h. Provider will designate a responsible agent to coordinate and insure that the services set forth above are delivered as specified.

#### **1.6 INDEPENDENT CONTRACTOR:**

PROVIDER states and affirms that he/she is acting as an independent contractor, holding himself/herself out to the general public as an independent contractor for other work or contracts as he/she sees fit; that he advertises his/her services as he/she sees fit to the general public, maintains his office or place of employment separate from Utah County, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this AGREEMENT. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with PROVIDER. PROVIDER is not to be considered an agent or employee of Utah County for any purpose, and the employees of PROVIDER are not entitled to any of the benefits that Utah County provides for County's employees. It is further understood that PROVIDER is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with Utah County.

Both parties agree that PROVIDER shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, PROVIDER shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

#### **1.7 SUPERVISION AND INSPECTION**

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In the performance of the work herein contemplated, PROVIDER has the authority to control the services and treatment rendered unless otherwise directed by the contract physician.

## **SECTION 2 PROCUREMENT RULES AND PROCEDURES**

### **2.1 PROCEDURE**

The procedure for the issuance of this RFP, evaluation of proposals, and selection of a provider is as follows:

- a. Interested entities will prepare and submit their proposals according to the Procurement Timetable contained in Subsection 2.3.
- b. Utah County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.
- c. The selected provider will be required to sign the contract which is attached as Exhibit A.

### **2.2 RULES OF PROCUREMENT**

For this procurement, all proposals will be submitted in the proposal format outlined in Section 3 (Instructions for Proposal Preparation) of this RFP.

Respondents must meet the enclosed criteria as of the date of submission. Respondents will provide all requested information in the Detailed Information Response Forms.

Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of “shall”, “must”, or “will”, in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

### **2.3 PROCUREMENT TIMETABLE**

Below is the Procurement Timetable that has been established for this RFP.

<b>REQUIRED ACTIVITY</b>	<b>SCHEDULED DATE</b>
RFP Issue Date	October 6, 2011
Closing Date for Receipt of Proposals	October 24, 2011

### **2.4 QUESTIONS AND CLARIFICATIONS**

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Questions regarding this RFP should be directed prior to the submission deadline date either by fax or telephone to the Utah County Security Center, Attention:

Dale Bench RN, Health Services Director  
Business Hours: 9:00 a.m. to 4:00 p.m. MST  
Telephone Number: #(801) 851-4224

After proposals have been submitted, Utah County officials may arrange to meet with a proposed provider to further discuss related issues.

## **2.5 EVALUATION CRITERIA**

A point evaluation system will be used to rank the proposals. Point ranges have been assigned to each category in accordance with the County's view of their relative importance. The evaluation components are listed below with their assigned points:

a. Experience/Education/Credentials	0-20
b. Extent of services offered	0-20
c. Insurance capabilities and background check	0-20
d. Cost	0-30
e. Response to Proposal	0-10

## **SECTION 3 INSTRUCTIONS FOR PROPOSAL PREPARATION**

### **3.1 PROPOSAL ORGANIZATION AND NUMBER OF COPIES**

Each respondent must submit four (4) copies of its proposal to the Utah County Purchasing Agent on or prior to the closing date contained in section 2.3. The proposal must be delivered to:

Julie Rollins  
Utah County Purchasing Agent  
100 East Center, Room 3600  
Provo, Utah 84606

All proposals must reference RFP# 2011-18J

The proposal must include (in the following order):

- Transmittal letter describing background of respondent and the intent to participate in the contract.
- Completed Detailed Information Response Forms provided in the RFP (including all requested attachments).

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- Signature Page certifying that the respondent understands the terms and Conditions of the RFP and intends to abide by them if awarded a contract.

### **3.2 PROPOSAL INCLUSION REQUIREMENTS**

In order to be considered, a proposal must contain all sections as described in Subsection 3.1. Additionally, all respondents must answer all questions contained In Subsections 4.2 and 4.3. Requested documentation relating to these forms must be attached. Responses must be on the included forms—no exceptions or substitutions will be allowed. If the respondent requires additional space, (a) plain sheet(s) of paper may be used and attached to the form(s).

The occurrence of any of the following may result in disqualification of a respondent:

- a. Failure to respond within the established timetable.
- b. Failure to completely answer all questions on the proposal.
- c. Use of any other type of form or format other than those indicated in the RFP.
- d. Failure to provide requested documentation at the time of proposal submission.
- e. Illegible responses.
- f. Failure to sign and return the Signature Page.

## **SECTION 4 PROPOSAL REQUIREMENTS**

### **4.1 LETTER OF TRANSMITTAL**

The letter of transmittal shall be on official business letterhead. The letter of transmittal shall include:

- A statement that the respondent will comply with all terms and conditions as indicated in the RFP.
- A statement indicating whether the respondent is a corporation or other legal entity.
- A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.



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- A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
  - Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take a call from Utah County.
  - Name and complete mailing address of the respondent along with telephone number and fax form.

#### **4.2 DETAILED INFORMATION RESPONSE FORM**

The Detailed Information Response Form attached as Exhibit B must be completed and included in the submission.

#### **4.3 SIGNATURE PAGE**

A signature page in the form attached as Exhibit C must be executed and included in the submission.

### **SECTION 5 EVALUATION PROCEDURES**

This process will include, but not be limited to, proposal evaluation and verification by appropriate Utah County Security Center staff and/or its authorized representatives.

#### **5.1 ACCEPTANCE OF PROPOSAL**

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

#### **5.2 DISPOSITION OF PROPOSALS**

All proposals (and the information contained therein) shall become the property of Utah County. No proposals shall be returned to the respondent regardless of the outcome of the selection process.

All proposals will be evaluated by authorized representatives of Utah County.

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## SECTION 6 TERMS AND CONDITIONS

### 6.1 GENERAL

Utah County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a definitive signed agreement with the awarded provider.

It is vitally important that any person who signs a proposal or contract on behalf of a provider organization certifies that he or she has the authority to so act. The provider who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person shall have executed and delivered a definitive written agreement.

By responding to this RFP each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the parties in any manner as having any legal effect whatsoever.

### 6.2 INSURANCE

The PROVIDER agrees to carry professional malpractice insurance coverage equal to or greater than \$648,700.00 for one person in any one occurrence, \$2,221,700.00 for two or more persons in any one occurrence, and \$259,500.00 for property damage in any one occurrence, or as modified by the risk manager pursuant to state statute during the term of this contract. This coverage shall provide liability insurance to cover the activities of PROVIDER including PROVIDER's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as an additional insured.** The PROVIDER shall furnish, with the bid submission, a certificate of insurance evidencing that the PROVIDER has insurance coverage equal to or greater than the above stated amounts. The PROVIDER shall submit a certificate of insurance to Utah

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County naming Utah County as an additional insured in the minimum amounts indicated above before beginning work on this project.

### **6.3 INDEMNIFICATION**

The PROVIDER agrees to jointly and severally defend, indemnify, and hold the COUNTY harmless from any and all liability whatsoever, which may arise from the performance or provision of services in accordance with this Agreement or from the PROVIDER'S failure to perform its obligations under this Agreement. This obligation to indemnify shall include reasonable attorney's fees and all other reasonable costs which may arise from the PROVIDER'S actions.

### **6.4 PAYMENT**

Utah County will reimburse the selected provider for services provided on a regular basis at the contract rates and on the terms included in the final contract.

### **6.5 DUTIES NOT DELEGABLE**

The PROVIDER shall not delegate any duties under this Agreement to any other individual, firm or entity.

### **6.6 JURISDICTION**

The provisions of this Agreement shall be governed by the laws of the State of Utah.

### **6.7 WORKERS' COMPENSATION INSURANCE**

PROVIDER shall comply with the Workers' Compensation Act, Title 34A, Chapter 2, Utah Code Annotated, 1953 as amended, which requires employers to provide workers' compensation coverage for their employees.

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**EXHIBIT B**

**DETAILED INFORMATION RESPONSE FORM**

In order to receive full consideration, submitted proposals must contain responses to all questions. Failure to respond to all questions may result in exclusion from participating in this RFP.

1. **Licensing Requirements.** It is required that the selected provider will have a Utah physician's license in good standing and is certified by the American Board of Psychiatry and Neurology. To meet this requirement, please respond to the following questions:

	<b>YES</b>	<b>NO</b>
Are you a Utah licensed physician in good standing and are you certified by the American Board of Psychiatry and Neurology?	<input type="checkbox"/>	<input type="checkbox"/>
Have you included copies of your License and certification?	<input type="checkbox"/>	<input type="checkbox"/>

2. **Indemnification.** It is required that the selected provider obtain a Certificate of Insurance with minimum policy limits of \$648,700.00/person, \$2,221,700.00/occurrence for professional and/or errors and omissions coverage. To meet this requirement, please respond to the following question:

	<b>YES</b>	<b>NO</b>
Have you included a complying Certificate of Insurance for your proposal?	<input type="checkbox"/>	<input type="checkbox"/>

3. **Provision of Services.** It is required that the selected provider be able to provide psychiatric services on an emergency basis, if and when necessary. To meet this requirement, please respond to the following question:

	<b>YES</b>	<b>NO</b>
Can you provide services on an emergency basis and consultation services on a 24-hour per day basis through a pager or answering service?	<input type="checkbox"/>	<input type="checkbox"/>

4. **Service Access.** It is required that the selected provider have the ability to schedule appointments two times a week for at least 3.5 hours a session. To meet this requirement, please respond to the following question:

	YES	NO
Do you have the ability to schedule appointments two times a week at least 3.5 hours a session?	<input type="checkbox"/>	<input type="checkbox"/>

5. **Cooperation with Contract Pharmacy.** It is required that the selected provider have the ability to cooperate with the Security Center's contract pharmacy by recommending medications on the pharmacy's formulary. To meet this requirement, please respond to the following question:

	YES	NO
Do you agree to cooperate with the Security Center's contract pharmacy by recommending medications on the pharmacy's formulary?	<input type="checkbox"/>	<input type="checkbox"/>

6. **Company Background.** In the space provided, please provide information about yourself and your associates experience, education, credentials and the organization of your practice. Include number of years in business, ownership information, types of services provided, total number of employees, etc.

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- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 7. Are you willing to participate in quarterly medical administrative meetings held at the Utah County Security Center? | <input type="checkbox"/> | <input type="checkbox"/> |



**EXHIBIT C**  
**SIGNATURE PAGE**

All sections and exhibits of the RFP are understood and I will accept the conditions thereof if awarded the contract. I will also allow UTAH COUNTY to perform any and all background checks, including any information regarding claims made against my malpractice insurance. I will provide such information as is necessary and will sign any and all releases necessary for UTAH COUNTY to perform background checks.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**AGREEMENT NO. 2011 -**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of September, 2011, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and \_\_\_\_\_, a psychiatric services provider, hereinafter referred to as **PROVIDER**.

**WITNESSETH:**

**WHEREAS**, **COUNTY**, a body corporate and politic, desires to secure the benefits of essential mental health care treatment and services for the inmates housed at the Utah County Jail located at 3075 North Main, Spanish Fork, Utah County, Utah, and further to provide such services in accordance with Utah State Law; and

**WHEREAS**, **PROVIDER** is willing to assist in the execution of such services for **COUNTY** in consideration of receiving such fees as herein provided.

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

**1.1 DESCRIPTION OF WORK**

In consideration of the compensation set forth in Section Two, the **PROVIDER** agrees to provide the following services to inmates incarcerated in the Utah County Jail for the duration of this Agreement:

- A. To examine, evaluate, diagnose, and treat the necessary mental health needs of inmates incarcerated in the Utah County Security Center. Provide professional mental health care and treatment requiring medical attention, i.e.; examination, diagnosis and treatment.
- B. To schedule appointments at least 2 days per week for the purposes set out in the preceding paragraph a at the Security Center facility for at least 3.5 hours per day or more if requested by County.



- C. To maintain a complete mental health history on inmates including treatments, evaluation and prescriptions. Medical records will remain at the Security Center Facility as property of Utah County.
- D. To provide standard reports as requested by the County and yearly reports to Utah County Commission concerning statistics.
- E. To provide emergency telephone consultations 24 hours a day, 7 days a week, through a pager or answering service.
- F. To prescribe psychiatric medication when appropriate.
- G. To cooperate with the Security Center's contract physician and pharmacy in obtaining medications for inmates. Further, to update protocols, policies, and procedures which are in place at the Utah County Security Center. All revised manuals will remain the property of Utah County. Review annually the health services policy and procedure manual and advise the Security Center commander of recommended changes.
- H. To provide billings at the time the services are performed in accordance with the usual method of billing.
- I. To attend quarterly administrative meetings, and to develop quality improvement projects. Cooperate and coordinate Mental Health Services with Security Center administration and health care personnel as needed.
- J. To provide written documentation for psychiatric treatments provided including time and date services are provided, evaluation, description of services provided and treatment plan.
- K. To conduct face to face interviews with inmates assessing their psychiatric need.
- L. To participate in and support administrations efforts to continue Security Center accreditation with the National Commission on Correctional Health Care.
- M. To maintain medical charts for all patients.

- N. In performance of the work herein contemplated, the PROVIDER has the authority to control the services and treatment rendered and County staff shall follow PROVIDER'S treatment instructions unless otherwise directed by the contract physician.
- O. To provide in-service training to nurses at the Utah County Security Center.
- P. To attend Security Center's quarterly medical meeting.
- Q. Provider will be a state of Utah licensed physician certified by the American Board of Psychiatry and Neurology.
- R. To provide a full time master level therapist to fulfill the following duties and responsibilities:
  - (1) Conduct mental health screening on all inmates currently on suicide watch in order to triage/determine the inmate's risk for self-harm. Make housing arrangement recommendations to County Jail security staff.
  - (2) Follow-up with inmates on suicide watch at least weekly or more often as necessary to track progress and ensure safety.
  - (3) Coordinate with mental health nurse and contract psychiatrists in the formulation and implementation of treatment plans.
  - (4) Attend monthly jail mental health case management meeting, and other meetings as required.
  - (5) Input of all clinical notes, memos, etc. into jail electronic medical records.
  - (6) Conduct individual and group therapy sessions as work-load allows.
  - (7) Conduct Pre-Prison mental health screening on those inmates sentenced to prison to ensure their safety during the transition/interim between jail and prison.

## **1.2 GUIDELINES AND RECOMMENDATIONS**

The PROVIDER shall comply with the following when providing the above services:

- A. Prisoners are entitled to receive basic mental health services that maintain their mental health status, including diagnosis of and treatment of serious, acute and chronic illnesses. However, this care is provided within the constraints and resources available in the Security Center's environment.
- B. PROVIDER shall provide necessary diagnostic and therapeutic services within the Security Center and Utah County clinics. Referral to hospitals, and clinics should be limited to those circumstances where failure to do so might pose serious long-term risks to prisoner's mental health.
- C. Administration of prescribed medications should be the lowest frequency consistent with maintenance of function.
- D. PROVIDER is encouraged to recommend on going modifications in policy and procedure that will improve operational efficiency and morale while maintaining the goal of providing adequate basic mental health services to the prisoner population.
- E. PROVIDER will be on-call on a 24-hour basis for emergencies or emergency psychiatric consultations.
- F. Provider will use the existing Security Center's nursing chart to record and maintain a complete mental health record on all inmates in his care. This will include the mental health screening, order, progress notes, medications recommended, any evaluations, lab results, etc. It is understood the record is the property of the Security Center.
- G. Provider will represent or have a representative meet with Security Center's administration and health care personnel as requested by the Security Center to promote or maintain the most appropriate mental health care possible for inmates, or other issues relating to either organization's needs.

- H. Provider will periodically meet with Security Center's administration and health care personnel as requested by the Security Center to promote or maintain the most appropriate mental health care possible for inmates, or other issues relating to either organization's needs.
- I. Provider will designate a responsible agent to coordinate and insure that the services set forth above are delivered as specified.

**2. COMPENSATION:**

- A. COUNTY agrees to pay PROVIDER for all work performed by PROVIDER on completion of same, as follows:
  - (1) Psychiatric Services .....\$\_\_\_\_.00/hr.
  - (2) On call 24 hr. Psychiatric Services.....\$\_\_\_\_.00/hr.
  - (3) Master Level Therapist .....\$\_\_\_\_.00/hr.
- B. COUNTY will pay PROVIDER in accordance with the agreed upon amounts as bills are submitted by PROVIDER and only upon the Utah County Security Center health services supervision verification and approval of bills submitted.

**3. INDEPENDENT CONTRACTOR**

PROVIDER states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this AGREEMENT. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with PROVIDER. PROVIDER is not to be considered an agent or employee of Utah County for any purpose, and the employees of PROVIDER are not entitled to any of the benefits that Utah County provides

for County's employees. It is further understood that PROVIDER is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with Utah County.

Both parties agree that PROVIDER shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, PROVIDER shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

#### 4. **LIABILITY.**

- A. The PROVIDER agrees to jointly and severally defend, indemnify, and hold the COUNTY harmless from any and all liability whatsoever, which may arise from the performance or provision of services in accordance with this Agreement or from the PROVIDER'S failure to perform its obligations under this Agreement. This obligation to indemnify shall include reasonable attorney's fees and all other reasonable costs which may arise from the PROVIDER'S actions.
- B. The PROVIDER agrees to carry professional malpractice insurance coverage equal to or greater than \$648,700.00 for one person in any one occurrence, \$2,221,700.00 for two or more persons in any one occurrence, and \$259,500.00 for property damage in any one occurrence, or as modified by the risk manager pursuant to state statute during the term of this contract.

This coverage shall provide malpractice insurance to cover the activities of PROVIDER and PROVIDER's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as an additional insured.** The PROVIDER shall furnish, with the bid submission, a certificate of insurance evidencing that the

PROVIDER has insurance coverage equal to or greater than the above stated amounts. The PROVIDER shall submit a certificate of insurance to Utah County naming Utah County as an additional insured in the minimum amounts indicted above before beginning work on this project.

**5. SUPERVISION AND INSPECTION:**

In the performance of the work herein contemplated, PROVIDER has the authority to control the services and treatment rendered and COUNTY staff shall be required to follow PROVIDER'S treatment instructions unless otherwise directed by the contract physician.

**6. DURATION**

- A. This Agreement shall be for the time period from the execution hereof by all parties to December 31, 2012. Either party may terminate this Agreement without cause by giving written notice to the other party ninety (90) days prior to termination.
- B. This Agreement shall automatically renew on the same terms and conditions for three further one year periods unless otherwise indicated in writing by COUNTY thirty (30) days prior to the termination date.
- C. In the event of said termination, all financial obligations paid in advance by either party shall be adjusted on a per diem basis as of such termination date. Any notice and other communications given pursuant to the provisions of this paragraph shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, to the other party to this Agreement.

**7. SECURITY**

Contract medical and health care personnel are required to meet the Security Center's security requirements including a background check. When an inmate is transported to a location other than the Utah County Security Center for mental health treatment, the inmate will remain in a restraining belt and cuffs,

whenever possible. If the inmate is an escape risk and is considered dangerous, the PROVIDER shall be entitled to the following:

- A. If it is necessary to remove the restraining devices, additional assistance shall be summoned.
- B. A uniformed officer shall accompany any prisoner being transported.
- C. Every effort shall be made to maintain safe and effective control over prisoners at all times and to secure the safety of PROVIDER and other attending medical personnel.

**8. DUTIES NOT DELEGABLE**

The PROVIDER shall not delegate any duties under this Agreement to any other individual, firm or entity.

**9. JURISDICTION**

The provisions of this Agreement shall be governed by the laws of the State of Utah.

**10. WORKERS' COMPENSATION INSURANCE**

PROVIDER shall comply with the Workers' Compensation Act, Title 34A, Chapter 2, Utah Code Annotated, 1953 as amended, which requires employers to provide workers' compensation coverage for their employees.

**11. NOTICES**

Any notice, demand, request or any other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, addressed to the appropriate party.

**12. GENERAL COVENANTS**

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The paragraph and section headings contained in this Agreement are for convenience only, and do not constitute a part of the provisions hereof.

This Agreement contains the entire Agreement between the parties and cannot be modified or amended except by written agreement signed by both parties

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

\_\_\_\_\_  
GARY ANDERSON, Chairman

ATTEST:  
BRYAN THOMPSON  
County Auditor/Clerk

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
JEFFREY R. BUHMAN  
Utah County Attorney

By: \_\_\_\_\_  
Deputy County Attorney

PROVIDER:

BY: \_\_\_\_\_

ITS: \_\_\_\_\_