



UTAH COUNTY SECURITY CENTER

REQUEST FOR PROPOSALS

FOR

PHYSICIAN SERVICES

RFP 2023-20

Proposals due Wednesday, May 31, 2023 at 3:00 MDT

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 BACKGROUND

The Utah County Security Center, or Utah County Jail, is located at 3075 North Main, Spanish Fork, Utah 84660. The Utah County Security Center is a detention facility for prisoners. The Security Center contains a self-contained fully equipped physician's office.

1.2 PURPOSE

Through this Request for Proposals (RFP), Utah County intends to evaluate qualified physicians to contract for physician services to Utah County Sheriff and 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 of one year. The contract will automatically renew upon the same terms and conditions for four additional one-year periods unless earlier terminated as provided in the contract. Utah County reserves the right to issue another RFP at any time during the term of the contract, at which time the existing contract would be terminated once the new PHYSICIAN is under contract.

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 Requirements-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

1. PHYSICIAN and/or his/her associates shall provide professional health care and treatment of all inmates requiring necessary medical attention, including examination, diagnosis and treatment services and administering of prescription medication directly or through professional supervision of a COUNTY employed physician's assistant. PHYSICIAN'S care shall include but is not necessarily limited to the following:

a. To examine, evaluate, diagnose, and treat the necessary medical needs of inmates incarcerated in the Utah County Jail including but not limited to providing emergency medical consultation as needed on a 24 hour per day basis, providing professional health care and treatment requiring medical attention, examination, diagnosis and treatment, administering prescription medication, and providing for 24-hour emergency medical telephone consultation to the Jail dispensary staff on duty for Utah County Jail. An appropriate patient management plan will be determined on a case-by-case basis.

b. PHYSICIAN shall personally provide the following services:
Inmate sick call for one half day per month, plus additional half day clinics as necessary and agreed upon by the parties, to consult all patients and the Jail Medical Administrator concerning current medical grievances, physician assistant requested consults and any patient that has seen the physician assistant for the same complaint at least three times. Consult any mental health inmate that has been taken off medications in the Jail, or in cases where the Jail disagrees with the psychiatrist recommendations for medications due to cost or other reasons.

A monthly executive staff meeting in person with the Medical Administrator and any staff he requests to be present, preferably on the same day as the monthly clinic.

Weekly clinical meetings with the Medical Administrator and staff either over the phone or in person as needed at the request of the Medical Administrator.

Provide 24hr phone call coverage for the Jail to address medical needs via text, email, or phone.

Place the COUNTY Physician Assistant under PHYSICIAN'S license, act as the COUNTY PA backup and supervising physician and PA phone consultations on an as needed basis.

Act as the supervising PHYSICIAN for the Jail. The PHYSICIAN will make final decisions on formulary, referrals, medical housing, and inmate transport issues with input from the Medical Administrator.

c. To provide basic head-to-toe pre-employment or fitness for duty physicals for Utah County Sheriff's Office employees or prospective employees when requested. The examination will include CBC (complete blood count), chemistry, blood work, and EKG testing and results. EKGs provided at another facility will be at Utah County's expense. Lab work will be obtained from a provider selected by the County.

d. To maintain complete medical history on inmates including

treatments, evaluation and prescriptions. Medical records stay at the Jail facility as property of Utah County.

e. To provide standard reports as requested by Utah County; and a yearly report to Utah County Commission concerning statistics.

f. To provide emergency telephone consultations 24 hours a day, 7 days a week, through a paging service or answering service.

g. To collaborate with the Jail's contract pharmacy in obtaining medications for inmates. Prescriptions will be obtained from a pharmacy selected by the County. Further, to update and individualize the formulary, protocols, policies, and procedures which are in place at the Utah County Jail. All revised manuals will remain the property of Utah County. Review annually the health services policy and procedure manual and advise the Jail's commander of changes.

h. To collaborate with the Jail's contract Mental Health Treatment and Substance Abuse Treatment Provider to order appropriate medications for inmates requiring psychological pharmaceutical intervention and substance abuse treatment, including medication assisted treatment (MAT).

i. To provide billings at the time the services are performed in accordance with the rates specified in the final contract.

j. To provide in-service training to nurses at the Utah County Jail, to attend quarterly administrative meetings, and to develop quality improvement projects. Cooperate and coordinate the Health Services with the Jail's administration and health care personnel as needed.

k. To provide written documentation for medical treatments provided including time and date services are provided, evaluation, description of services provided, treatment plan, and prescriptions.

l. To secure an Informed Consent as much as possible, from the inmate before he/she is admitted to surgery or a major course of treatment or medication.

m. To conduct face-to-face interviews with inmates to assess their need to be referred to a specialist.

n. To participate in and support administration's efforts to continue accreditation with the national commission on correctional health care.

o. To maintain medical charts.

p. To provide necessary minor surgery and suturing on site.

q. In performance of the work herein contemplated, PHYSICIAN has the authority to control the services and treatment rendered and County staff shall be required to follow PHYSICIAN's lawful orders. PHYSICIAN may hire and pay another M.D. or mid-level practitioners to cover for PHYSICIAN when PHYSICIAN cannot cover his/her assigned clinics. PHYSICIAN shall be responsible for care given by another M.D. or mid-level practitioner hired by PHYSICIAN.

1.5 SECURITY

Non-jail medical and health care personnel are required to meet the jail's security

requirements. When an inmate is transported to a location other than the Utah County Security Center, the inmate will remain in a restraining belt and cuffs, whenever possible. If the inmate is an escape risk and is considered dangerous, PHYSICIAN shall be advised and shall be entitled to the following:

- a. If it is necessary to remove the restraining devices, additional assistance shall be summoned.
- b. A uniformed deputy 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 PHYSICIAN and other attending medical personnel.

1.6 GUIDELINES AND RECOMMENDATIONS

In providing the above services, PHYSICIAN shall adhere to the following guidelines and recommendations:

a. Prisoners are entitled to receive necessary basic health services that maintain their basic health status, including diagnosis and treatment of serious, acute and chronic illnesses and injuries. However, this care is provided within the constraints of resources available in the Jail environment.

b. Resources do not permit prisoners to over-crowd sick call with minor, self-limited illnesses and injuries which pose minimal risk for long-term physical health. Examples include minor upper respiratory infections, low grade acne, minor bruises, abrasions, etc.

c. Medical and dispensary staff will make a concerted effort to provide necessary diagnostic and therapeutic services within the Jail and Utah County clinics. Referral to hospitals, emergency rooms, clinics and PHYSICIANS' offices are limited to those circumstances where failure to do so might pose serious long-term risks to prisoner health.

d. Health problems not directly related to occurrences during incarceration and for which Utah County is not legally and financially responsible should be managed symptomatically until released from the Jail. This means that expensive diagnostics and treatment will be deferred until release from the Jail unless doing so would jeopardize long-term health and functional ability.

e. Prisoners incarcerated during the first and second trimester of pregnancy will be evaluated for risk level in the Jail dispensary. All pregnancies will be referred to OB providers at the discretion of PHYSICIAN. Third trimester pregnant women will not necessarily be recommended for release from the Jail by the Health Authority. This recommendation will be transmitted to the appropriate judge by the Jail's administration. The judge will then make a decision based on the available information concerning medical and legal issues related to specific prisoners.

f. The medical staffing of the Jail does not permit the prescription of minor comfort measures (including non-narcotic analgesics) to every prisoner requesting sick call to receive them. Dispensary staff will discourage these

requests and use over-the-counter (OTC) medications where appropriate. For example, insomnia is an inadequate justification to be scheduled for sick call. Routine physiologic measurement such as weight, blood pressure, blood glucose, body temperature, etc. should be requested at the minimum frequency consistent with safe care. Obesity is not a condition that can be appropriately treated in the Jail environment. Prisoners desiring to lose weight can voluntarily exercise and reduce their caloric intake without prescription of a weight-loss diet.

g. Request for special diets for religious reasons will be referred to the Jail's Inmate Programs Coordinator and not scheduled for sick call.

h. Pruritus (itching) without rash and requests for lotions and lubricants are not adequate reasons to be scheduled for sick call unless evaluated and approved by a nurse. When seen in sick call, these problems should be managed in the simplest, least (personnel-time) expensive manner available. Denial of prescription therapy may be entirely appropriate.

i. Administration of prescribed medications should be the lowest frequency consistent with maintenance of function. TID or QID dose schedules should be used four times a day only when other alternatives may present significant health risks.

j. Prisoners with suspected sexually transmitted diseases (STD) should be diagnosed and treated in the dispensary; consultation from the Utah County Health Department is available as needed. Outside referrals should be kept to a minimum and only as required to provide necessary medical care.

k. PA charts and notes which need review and countersignature/initialing by PHYSICIAN should be placed in designated places.

l. The dispensary and contract medical staff are 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 health services to the prisoner population.

m. Pre-employment physicals and other physical examinations of employees are intended to assess the patient's physical fitness for duty and the need for physical improvement. All findings by the PHYSICIAN need to be noted and documented for assessment by the Sheriff's Office.

1.7 INDEPENDENT CONTRACTOR:

PHYSICIAN 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/she advertises his/her services as he/she sees fit to the general public, maintains his/her 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 PHYSICIAN. PHYSICIAN is not to be considered an agent or employee of Utah County for any

purpose, and the employees of PHYSICIAN are not entitled to any of the benefits that Utah County provides for County's employees. It is further understood that PHYSICIAN 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 PHYSICIAN 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, PHYSICIAN 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.

1.8 SUPERVISION AND INSPECTION

In the performance of the work herein contemplated, PHYSICIAN has the authority to control the services and treatment rendered. PHYSICIAN may hire and pay another M.D. or mid-level practitioners to cover for PHYSICIAN when PHYSICIAN cannot cover his/her assigned clinics. PHYSICIAN shall be responsible for care given by another M.D. or mid-level practitioner hired by 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.

All prospective providers 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.

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	May 17, 2023
Closing Date for Receipt of Proposals	May 31, 2023 @ 3:00 p.m. MDT (Mountain Daylight Time)

LATE PROPOSALS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

2.4 QUESTIONS AND CLARIFICATIONS

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

Dale Bench RN, Health Services Administrator
Business Hours: 9:00 a.m. to 4:00 p.m. MST
Email: DaleB@utahcounty.gov
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 and Credentials 0-20
- b. Extent of Services offered 0-20
- c. Insurance capabilities & Background Check 0-20
- d. Cost 0-30
- e. Response to Proposal 0-10

Total Points = 100

SECTION 3 INSTRUCTIONS FOR PROPOSAL PREPARATION

3.1 PROPOSAL ORGANIZATION AND NUMBER OF COPIES

Each respondent must submit four (4) copies of their proposal to the Utah County Purchasing Manager. The proposal must be delivered to:

Utah County Purchasing Manager
100 East Center, Room 3600
Provo, Utah 84606

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).
- 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 (Exhibit B) and 4.3 (Exhibit C). 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 their employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- 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 titles, telephone numbers, and email addresses. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take the call from Utah County.
- Name and complete mailing and email address of the respondent along with telephone number.

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.

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 PHYSICIAN agrees to carry and keep in good standing malpractice insurance coverage equal to or greater than \$3,000,000 per occurrence, and \$326,200 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 PHYSICIAN including PHYSICIAN'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 a certificate holder.** The PHYSICIAN shall furnish, with the bid submission, a certificate of insurance evidencing that the PHYSICIAN has insurance coverage equal to or greater than the above stated amounts. The PHYSICIAN shall submit a certificate of insurance to Utah County naming Utah County as a certificate holder verifying that PHYSICIAN has coverage in the stated minimum amounts before beginning work.

PHYSICIAN agrees to jointly and severally defend, indemnify, and hold 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 PHYSICIAN'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 PHYSICIAN'S actions.

6.3 PAYMENT

Utah County will reimburse the selected provider on a regular basis. Reimbursement will be at the contract rates included in the final contract.

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 their state medical license in good standing. To meet this requirement, please respond to the following questions:

	YES	NO
Is your State Medical License in good standing?	<input type="checkbox"/>	<input type="checkbox"/>
Have you included copies of your Medical License?	<input type="checkbox"/>	<input type="checkbox"/>

2. **Proof of insurance.** It is required that the selected provider obtain a Certificate of Insurance for professional and/or Errors and Omissions coverage in the minimum amounts stated in Section 6.2. To meet this requirement, please respond to the following question:

	YES	NO
Have you included the 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 medical services on an emergency basis, if and when necessary. To meet this requirement, please respond to the following questions:

	YES	NO
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 at least one time per month. To meet this requirement, please respond to the following questions:

	YES	NO
Do you have the ability to schedule appointments at least once per month?	<input type="checkbox"/>	<input type="checkbox"/>

5. **Physical Examinations.** It is required that the selected provider have the ability to provide a basic head-to-toe physical, including a urine analysis, CBC (Complete Blood Count), chemistry, blood work, and EKG results.

Please indicate if you are able to provide this service. YES NO

6. **Collaboration with Contract Pharmacy.** It is required that the selected provider have the ability to collaborate with the Security Center's contract pharmacy by prescribing medications on the pharmacy's formulary. To meet this requirement, please respond to the following questions:

Do you agree to collaborate with the Security Center's contract pharmacy by prescribing medications on the pharmacy's formulary? YES NO

7. **Collaboration with Mental Health and Substance Abuse Treatment Provider.** It is required that the selected provider have the ability to collaborate with the Security Center's Mental Health Treatment Provider by prescribing appropriate medications for inmates requiring pharmaceutical intervention. To meet this requirement, please respond to the following questions:

Do you agree to collaborate with the Security Center's Mental Health and Substance Abuse Treatment Provider by prescribing medications for psychological pharmaceutical intervention and MAT? YES NO

8. **Company Background.** On a separate sheet, please provide information about the organization of your practice. Include number of years in business, ownership information, types of services provided, total number of employees, hospitals you are associated with, physicians you are associated with or practice with, etc.

9. Are you willing to participate in a monthly executive staff meeting held at the Utah County Security Center and be available to meet occasionally over Zoom-like service and meet with staff or Medical Administration? YES NO

10. Are you willing to participate in in-service assistant training when providing service to inmates at the Utah County Security Center? YES NO

11. What is the maximum number of patients you will treat per clinic? _____

What will you charge per clinic up to the indicated maximum amount of patients? \$ _____

12. If necessary, are you willing to treat more than the maximum number of patients indicated above per clinic, including providing telehealth treatment? YES NO

If so, indicate how much you will charge per inmate for patients exceeding the maximum number of patients indicated above. \$ _____

Pre-employment and Fitness for Duty Physicals:
How much will be charged for pre-employment and other head-to-toe examinations of employees? \$ _____

How much per call will you charge for phone consultations? \$ _____

What will you charge for necessary emergency, surgical or major course of treatment not covered by the above rates? \$ _____

13. On a separate sheet, please describe in detail any other services you offer which may be of assistance to Utah County in formulating a cost effective system of providing medical services to inmates.

EXHIBIT C

SIGNATURE PAGE

All sections and exhibits of the RFP are understood and agreed upon. 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

EXHIBIT A – SAMPLE AGREEMENT

Agreement No. 202_ - _____

AGREEMENT FOR JAIL PHYSICIAN SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 202_, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and **DR.** _____, of _____ hereinafter referred to as **PHYSICIAN**.

WITNESSETH:

WHEREAS, COUNTY, a body corporate and politic, desires to secure the benefits of essential non-elective medical 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 medical treatment and services on an emergency basis to inmates transported to the emergency ward of Utah Valley Regional Medical Center, Provo, Utah ; and

WHEREAS, COUNTY desires to secure the services of a physician to conduct pre-employment physicals and other physical examinations for employees at the Sheriff's Office; and

WHEREAS, PHYSICIAN desires to provide the above services for COUNTY;

NOW, THEREFORE, based on the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION ONE

DESCRIPTION OF WORK

1. **PHYSICIAN** and/or his associates shall provide professional health care and treatment of all inmates requiring necessary medical attention, including examination, diagnosis and treatment services and administering prescription medication directly or through professional

supervision of a COUNTY employed physician's assistant. PHYSICIAN'S care shall include but is not necessarily limited to the following:

a. To examine, evaluate, diagnose, and treat the necessary medical needs of inmates incarcerated in the Utah County Jail including but not limited to providing emergency medical consultation as needed on a 24 hour per day basis via text, email or phone; providing professional health care and treatment requiring medical attention, examination, diagnosis and treatment; administering prescription medication, inmate chart reviews and providing for 24-hour emergency medical email, text and telephone consultation to the Jail dispensary staff on duty for Utah County Jail. PHYSICIAN will develop an appropriate inmate patient management plan on a case by case basis. All services provided under this agreement shall be provided by physicians, physicians assistants and other health care professionals licensed by the state of Utah and working within the scope of their licenses and certifications.

b. PHYSICIAN shall provide the following services:

Inmate sick call for one half day per month, plus additional half day clinics as necessary and agreed by the parties, consult all inmate patients and the Health Services Administrator concerning current medical grievances including final review of inmate medical grievances, physician assistant requested consults and evaluate any patient that has seen the physician assistant for the same complaint at least three times. Consult regarding inmate prescriptions from outside providers when the Jail disagrees with the provider recommendations for medications due to cost, medications outside the approved formulary, or other reasons.

A monthly medical administration meeting in person with the Health Services Administrator and any staff he requests to be present, preferably on the same day as

the monthly clinic.

Weekly clinical meetings with the Health Services Administrator and staff either over the phone or in person as needed at the request of the Health Services Administrator.

Attend monthly medical staff meetings, providing occasional presentations or training.

Attend a quarterly mental health meeting, to include formulary considerations and other mental health related issues.

Respond to accreditation/certification surveys by phone or in person as needed.

Provide 24hr call coverage for the Jail medical staff to address inmate medical needs via text, email, or phone.

Place the COUNTY Physician Assistant under PHYSICIAN'S license and provide COUNTY Physician Assistant back up as needed for vacation, training and or illness. Act as supervising physician for COUNTY Physician Assistant and provide 24 hour Physician Assistant phone/email/text consultations on an as needed basis.

Act as the supervising PHYSICIAN for the Jail. The PHYSICIAN will make final decisions on formulary, referrals, medical housing and inmate transport issues with input from the Health Services Administrator and final decisions on inmate medical grievances.

Perform medical policy and protocol reviews.

Complete required peer reviews for ICE, NCCHC or other accreditations or certifications.

Consult with the jail contract pharmacy and prescribe from the agreed

formulary unless otherwise agreed by PHYSICIAN and the Health Services Administrator.

c. Provide basic head-to-toe pre-employment or fitness for duty physicals for Utah County Sheriffs Office employees or prospective employees when requested.

The examination will include, CBC (complete blood count), chemistry, blood work, and EKG testing and results. EKG's provided at another facility will be at Utah County's expense. Lab work will be obtained from a provider selected by the County.

d. Maintain complete medical history on inmates including treatments, evaluation and prescriptions. Medical records stay at the Jail facility as property of Utah County.

e. Provide standard reports as requested by Utah County; and a yearly report to Utah County Commission concerning statistics.

f. Provide emergency telephone consultations 24 hours a day, 7 days a week, through a paging service or answering service;

g. Collaborate with the Jail's contract pharmacy in obtaining medications for inmates. Prescriptions will be obtained from a pharmacy selected by the County.

Further to update and individualize the formulary, protocols, policies, and procedures which are in place at the Utah County Jail. All revised manuals will remain the property of Utah County. Review annually the health services policy and procedure manual and advise the Jail's commander of changes;

h. Collaborate with the Jail's contract mental health treatment provider to order appropriate medications for inmates requiring psychological pharmaceutical intervention.

i. Provide monthly billings for services performed in accordance with the rates

specified in the final contract.

- j. Provide in service training to medical staff at the Utah County Jail, to attend quarterly administrative meetings, and to develop quality improvement projects. Cooperate and coordinate the inmate health services with the Jail's administration and health care personnel as needed;
 - k. Provide written documentation for inmate medical treatments including time and date services are provided, evaluation, description of services provided, treatment plan, and prescriptions;
 - l. Secure an "Informed Consent" as much as possible, from an inmate before he/she is admitted to surgery or a major course of treatment or medication.
 - m. Conduct in person interviews with inmates to assess their need to be referred to a specialist.
 - n. Participate and support administration's efforts to continue accreditation with the National Commission on Correctional Health Care(NCCHC).
 - o. Maintain medical charts.
 - p. Provide necessary minor surgery and suturing on site.
 - q. Provide for 24 hour emergency on site visits to the jail when necessary.
 - r. In performance of the work herein contemplated, PHYSICIAN has the authority to control the services and treatment rendered and County staff shall be required to follow PHYSICIAN's lawful orders. PHYSICIAN may hire and pay another M.D. or mid-level practitioners to cover for PHYSICIAN when PHYSICIAN cannot cover his assigned clinics. PHYSICIAN shall hold County harmless for care given by another M.D. or mid-level practitioner provided by PHYSICIAN.
2. In providing the above services, PHYSICIAN shall adhere to the following guidelines and recommendations:

- a. Inmates are entitled to receive necessary basic health services that maintain their basic health status, including diagnosis and treatment of serious, acute and chronic illnesses and injuries. However, this care is provided within the constraints of resources available in the Jail environment.
- b. Resources do not permit inmates to over-crowd sick call with minor, self-limited illnesses and injuries which pose minimal risk for long-term physical health. Examples include minor upper respiratory infections, low grade acne, minor bruises, abrasions, etc..
- c. Medical and dispensary staff will make a concerted effort to provide necessary diagnostic and therapeutic services within the Jail and Utah County clinics. Referral to hospitals, emergency rooms, clinics and physician offices are limited to those circumstances where failure to do so might pose serious long-term risks to inmate health.
- d. Health problems not directly related to occurrences during incarceration and for which Utah County is not legally and financially responsible should be managed symptomatically until released from Jail. Expensive diagnostics and treatment will be deferred until release from Jail unless doing so would jeopardize an inmate's long-term health and functional ability.
- e. Inmates incarcerated during the first and second trimester of pregnancy will be evaluated for risk level in the Jail dispensary. All pregnancies will be referred to OB providers at the discretion of PHYSICIAN. Third trimester pregnant women will not necessarily be recommended for release from the Jail by the Health Authority. This recommendation will be transmitted to the appropriate judge by the Jail's administration. The judge will then make a decision based on the available information concerning medical and legal issues related to specific inmates.

f. The medical staffing of the Jail does not permit the prescription of minor comfort measures (including non-narcotic analgesics) to every inmate requesting sick call to receive them. Dispensary staff will discourage these requests and use “over-the-counter” (OTC) medications where appropriate. For example, insomnia is an inadequate justification to be scheduled for sick call. Routine physiologic measurement such as weight, blood pressure, blood glucose, body temperature, etc. should be requested at the minimum frequency consistent with safe care. Obesity is not a condition that can be appropriately treated in the Jail environment. Inmates desiring to lose weight can voluntarily exercise and reduce their caloric intake without prescription of a weight-loss diet.

g. Request for special diets for religious reasons will be referred to the Jail’s Inmate Programs Coordinator and not scheduled for sick call.

h. Pruritus (itching) without rash and requests for lotions and lubricants are not adequate reasons to be scheduled for sick call unless evaluated and approved by a nurse. When seen in sick call, these problems should be managed in the simplest, least (personnel-time) expensive manner available. Denial of prescription therapy may be entirely appropriate.

i. Administration of prescribed medications should be the lowest frequency consistent with maintenance of function. TID or QID dose schedules should be used four times a day only when other alternatives may present significant health risks.

j. Inmates with suspected sexually transmitted diseases (STD) should be diagnosed and treated in the dispensary; consultation from the Utah County Health Department is available as needed. Outside referrals should be kept to a minimum and only as required to provide necessary medical care.

k. PA charts and notes which need review and counter-signature/initialing by

PHYSICIAN should be placed in designated places.

l. The dispensary and contract medical staff are 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 health services to the inmate population.

m. Pre-employment physicals and other physical examinations of employees are intended to assess the patient's physical fitness for duty and the need for physical improvement. All findings by the PHYSICIAN need to be noted and documented for assessment Sheriff's Office.

SECTION TWO

COMPENSATION

1. On completion of services and billing, COUNTY agrees to pay PHYSICIAN \$_____ per year in 12 equal installments, plus \$_____ per emergency visit to the Jail, and \$_____ per clinic when covering due to jail physician's assistant leave, _ for all work and services performed or provided by PHYSICIAN or others in accordance with this agreement, including but not limited to provision of the required insurance coverage.
2. COUNTY will pay PHYSICIAN for services performed in accordance with the agreed upon amounts as bills are submitted by PHYSICIAN and upon the Utah County Jail Health Services Administrator verification and approval of bills submitted.

SECTION THREE

INDEPENDENT CONTRACTOR

PHYSICIAN 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 PHYSICIAN. PHYSICIAN is not to be considered an agent or employee of Utah County for any purpose, and the employees of PHYSICIAN are not entitled to any of the benefits that Utah County provides for County's employees. It is further understood that PHYSICIAN 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 PHYSICIAN 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, PHYSICIAN 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.

SECTION FOUR

INSURANCE

The PHYSICIAN agrees to carry and keep in good standing malpractice insurance coverage equal to or greater than \$827,000 for one person in an occurrence, \$3,329,100 aggregate for two or more persons in an occurrence, and \$326,200 for property damage for 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 PHYSICIAN including PHYSICIAN'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 a certificate holder.** The PHYSICIAN shall furnish, with the

bid submission, a certificate of insurance evidencing that the PHYSICIAN has insurance coverage equal to or greater than the above stated amounts. The PHYSICIAN shall submit a certificate of insurance to Utah County naming Utah County as a certificate holder verifying that PHYSICIAN has coverage in the stated minimum amounts before beginning work.

COUNTY will defend and indemnify PHYSICIAN for any and all Title 42 U.S.C. 1983 civil rights claims arising in the course of performance or provision of physician services as Jail Physician, during the term of this AGREEMENT, as stated herein as if he were an employee and as long as those duties are performed in good faith and in accordance with generally accepted medical practice.

Except for Title 42 U.S.C. 1983 civil rights claims arising in the course of performance or provision of physician services as Jail PHYSICIAN, during the term of this AGREEMENT, PHYSICIAN agrees to jointly and severally defend, indemnify, and hold COUNTY harmless from any and all other liability whatsoever, which may arise from the performance or provision of services in accordance with this Agreement or from the PHYSICIAN'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 PHYSICIAN'S actions.

Any and all defense and or indemnity obligations of COUNTY under this or any other term or condition of this agreement are subject to the procedures, protections, terms, and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101, *et. seq.*, including but not limited to the limitations of liability contained therein.

SECTION FIVE

SUPERVISION AND INSPECTION

In the performance of the work herein contemplated, PHYSICIAN has the authority to control the services and treatment rendered and COUNTY staff shall be required to follow PHYSICIAN'S lawful orders. Physician may hire and pay another M.D. or mid-level practitioners

to cover for PHYSICIAN when PHYSICIAN cannot cover his assigned clinics. PHYSICIAN shall be responsible for care given by another M.D. or mid-level practitioner hired by PHYSICIAN.

SECTION SIX

SECURITY

Non-jail medical and health care personnel shall meet the Jail's security requirements, including background checks. When an inmate is transported to a location other than the Utah County Security Center, the inmate will remain in a restraining belt and cuffs, whenever possible. If the inmate is an escape risk and is considered dangerous, the attending PHYSICIAN shall be advised and shall be entitled to the following:

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

SECTION SEVEN

DURATION

1. This Agreement shall commence January 1, 2022 and will terminate on December 31, 2022. Either party may terminate this Agreement without cause by giving written notice to the other party ninety (90) days prior to termination. This Agreement may be terminated for cause by either party upon written notice to the other of the alleged breach.
2. This Agreement shall automatically renew for four further one year periods on the same terms and conditions unless otherwise indicated in writing by COUNTY thirty (30) days prior to termination.
3. In the event of 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 given in accordance with Section Eight.

SECTION EIGHT

NOTICES

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

SECTION NINE

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.

This Agreement may be executed in on or more counterparts, all of which shall be considered as one agreement.

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**

Amelia Powers Gardner, Chair

ATTEST:
Aaron R. Davidson
County Clerk

By: _____
Deputy

APPROVED AS TO FORM:
Jeffrey S. Gray
Utah County Attorney

PHYSICIAN:

By: _____
Deputy County Attorney
